

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 220094

Approving the plat of Bennett Packaging, an addition in Jackson County, Missouri, on approximately 43.0528 acres generally located at the southwest corner of Highway 40 and Noland Road, creating 4 lots and 1 tract for the purpose of creating a 4 lot commercial subdivision; authorizing the Director of City Planning and Development to execute the plat on behalf of the City; accepting various easements; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00046)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Bennett Packaging, a subdivision in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the Director of City Planning and Development is hereby authorized to execute the plat on behalf of the City.

Section 3. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

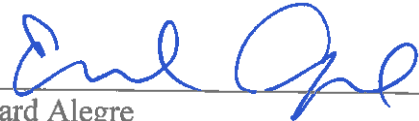
Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Jackson County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on December 7, 2021.

Approved as to form and legality:



Eluard Alegre  
Assistant City Attorney

This is to certify that General Taxes for 2022 and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By 

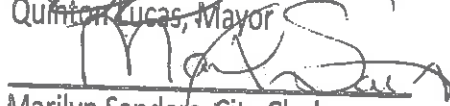
Dated, July 3, 2023



Authenticated as Passed



Quinton Lucas, Mayor



Marilyn Sanders, City Clerk

FEB 03 2022  
Date Passed

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

07/10/2023 12:24 PM

NON-STANDARD FEE: EXEMPT FEE: \$24.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

**2023E0048100**

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County  
Recorder of Deeds  
**Exempt Document**

This document has been recorded under exempt status  
pursuant to RSMo 59.310.4.

This certificate has been added to your document in  
compliance with the laws of the State of Missouri.



Diana Smith  
Recorder of Deeds

415 E. 12th Street, Room 104  
Kansas City, MO 64106

112 W. Lexington, Suite 30  
Independence, MO 64050

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07/10/2023 12:24 PM

FEE: \$57.00 13 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048101

Book: Page:  
Diana Smith, Recorder of Deeds

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**WHEN RECORDED RETURN ORIGINAL TO:**

**Ms. Rachelle Biondo**  
**Rouse Frets White Goss Gentile Rhodes, P.C.**  
**4510 Belleview Avenue, Suite 300**  
**Kansas City, Missouri 64111-3538**

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**Title of Document:** Covenant to Maintain Detention Facility – Bennett Packaging

**Date of Document:** July 10, 2023

**Grantor(s):** Blue Herron Investments, LLC, A Limited Liability Company

**Grantee(s):** Kansas City, Missouri

**Grantee(s) Mailing Address:** 414 E. 12<sup>th</sup> Street  
Kansas City, Missouri 64106

**Legal Description:** See Exhibit A

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**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY  
PLAT OF BENNETT PACKAGING**

**THIS COVENANT** made and entered into this 10<sup>th</sup> day of July, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Blue Herron Investments, LLC, a Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southwest corner of Noland Road and E. US 40 Hwy in Kansas City, of Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Bennett Packaging, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots 1, 2, 3 and 4 and Tract of A as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of 1, 2, 3 and 4 and require preservation and maintenance of storm water detention facilities, located on Tract A within the Plat, in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility is necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

**Sec. 1.** Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the storm water detention facilities and appurtenances (Facilities) within the storm water detention facilities located on of Tract A.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mow the grass area within Tract A.

- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-104.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract A in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance against Owner, and/or the owner of Tract A, and/or the owners of Lots 1, 2, 3 and 4 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1, 2, 3 and 4 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1, 2, 3 and 4 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lots 1, 2, 3 and 4 not less than thirty (30) days before it begins maintenance of the Facilities.

**Sec. 3.** Owner and/or the owner of Tract A shall not use, nor attempt to use, in any manner which would interfere with the operation of the Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

**Sec. 4.** This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

**Sec. 5.** To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

**Sec. 6. Notices.** All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:  
Director of City Planning & Development  
City Hall, 414 East 12th Street  
Kansas City, Missouri 64106  
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:  
Blue Heron Investments, LLC  
220 NW Space Center Circle  
Lee's Summit, Missouri 64064  
Attn: Kathy Bennett  
Telephone number: (816) 379-5001

with a copy to:  
Rouse Frets White Goss Gentile Rhodes, PC  
4510 Belleview Avenue, Suite 300  
Kansas City, MO 64111  
Attn: Aaron G. March, Esq.

**Sec. 7.** This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

**Sec. 8.** Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Sec. 9.** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

**Sec. 10.** Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

**Sec. 11.** Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facility.

ATTESTATION BY CITY CLERK:

[Signature]  
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]  
Director of City Planning and Development

Approved as to form:

[Signature]  
Assistant City Attorney

STATE OF MISSOURI        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and \_\_\_\_\_ of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





EXHIBIT "A"

A Tract of land lying and situated in the Southwest Quarter of Section 26, Township 49 North, Range 32 West, of the Fifth Principle Meridian, in the Cities of Kansas City and Independence, Jackson County, Missouri, said Tract as surveyed by Joseph H. McLaughlin, PLS-2012018392, of BHC, CLS 2006009875-F, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the North line of the Southwest Quarter of Section 26, Township 49 North, Range 32 West, having a bearing of North 87° 03' 19" West, referenced to the Missouri State Plane Coordinate System, West Zone, NAD83.)

COMMENCING at the Northeast corner, of the Southwest Quarter of Section 26, Township 49 North, Range 32 West, monumented by a 1/2-inch reinforcing rod, found in a monument box.

Thence South 02° 07' 05" West, a distance of 248.92 feet, on the East line of said Southwest Quarter;

Thence North 87° 52' 25" West, a distance of 40.58 feet, to the POINT OF BEGINNING;

Thence South 02° 07' 36" West, a distance of 649.09 feet, on the West Right-of-Way line of Noland Road as established by plat book I43, page 98, to the beginning of a tangent curve, concave to the East, having a radius of 995.40 Feet,

Thence Southeasterly on said curve, an arc length of 180.85 feet, said curve having a chord bearing of South 03° 04' 40" East, and a chord distance of 180.60 feet;

Thence North 87° 04' 37" West, a distance of 675.69 feet;

Thence South 02° 20' 17" West, a distance of 247.02 feet, to the South line of the Northeast Quarter, of the Southwest Quarter of said Section 26, Township 49 North, Range 23 West;

Thence North 87° 02' 56" West, a distance of 964.31 feet, on said South line, to the East line of the Missouri Pacific Railroad;

Thence North 12° 57' 37" West, a distance of 638.00 feet, on said East line;

Thence South 77° 05' 18" West, a distance of 7.30 feet, on said East line;

Thence North 02° 57' 49" West, a distance of 626.15 feet, on said East line, to the South Right-of-Way line of US Highway 40;

Thence South 87° 04' 06" East, a distance of 188.59 feet, on said South Right-of-Way line;

Thence North 02° 55' 54" East, a distance of 15.00 feet, on said South Right-of-Way line;

Thence South 87° 04' 06" East, a distance of 225.00 feet, on said South Right-of-Way line;

Thence North 02° 55' 54" East, a distance of 25.00 feet, on said South Right-of-Way line;

Thence continuing South 87° 04' 05" East, a distance of 280.74 feet, on said South Right-of-Way line;

Thence South 02° 07' 36" West, a distance of 123.84 feet, departing said South Right-of-Way line, to the beginning of a tangent curve, concave to the Northwest, having a radius of 65.00 feet;

Thence Southwesterly on said curve, an arc length of 102.10 feet, said curve having a chord bearing of South 47° 07' 36" West, and a chord distance of 91.92 feet;

Thence North 87° 52' 24" West, a distance of 182.30 feet, tangent to the last described course;

Thence South 47° 07' 36" West, a distance of 37.48 feet;

Thence South 87° 52' 25" East, a distance of 460.74 feet, to the beginning of a tangent curve, concave to the Northwest, having a radius of 10.00 feet,

Thence Northeasterly on said curve, an arc length of 15.71 feet, said curve having a chord bearing of North 47° 07' 35" East, and a chord distance of 14.14 feet;

Thence North 02° 07' 35" East, 6.50 feet, tangent to the last described course, to the beginning of a tangent curve, concave to the Southeast, having a radius of 50.00 feet;

Thence Northeasterly on said curve, an arc length of 78.54 feet, said curve having an chord bearing of North 47° 07' 35" East, and a chord bearing of 70.71 feet,

Thence South 87° 52' 25" East, a distance of 52.00 feet, tangent to the last described course, to the beginning of a tangent curve, concave to the Northwest, having a radius of 10.00 feet;

Thence Northeasterly on said curve, an arc length of 15.71 feet, said curve having a chord bearing of North 47° 07' 35" East, and a chord distance of 14.14 feet;

Thence North 02° 07' 35" East, a distance of 134.51 feet, tangent to the last described course, to said South Right-of-Way line;

Thence South 87° 04' 05" East, a distance of 40.00 feet, on said South Right-of-Way line;

Thence South 02° 07' 35" West, a distance of 133.94 feet, to the beginning of a tangent curve, concave to the Northwest, having a radius of 50.00 feet;

Thence Southwesterly on said curve, an arc length of 78.54 feet, said curve having a chord bearing of South 47° 07' 35" West, and a chord distance of 70.71 feet;

Thence North 87° 52' 25" West, a distance of 52.00 feet, tangent to the last described course, to the beginning of a tangent curve, concave to the Southeast, having a radius of 10.00 feet;

Thence Southwesterly on said curve, an arc length of 15.71 feet, said curve having a chord bearing on South 47° 07' 35" West, and a chord distance of 14.14 feet;

Thence South 02° 07' 35" West, a distance of 6.50 feet, tangent to the last described course, to the beginning of a non-tangent curve, concave to the Northeast, having a radius of 10.00 feet;

Thence Southeasterly on said curve, an arc length of 15.71 feet, said curve having a chord bearing of South 42° 52' 46" East, and a chord distance of 14.14 feet;

Thence South 87° 52' 25" East, a distance of 401.83 feet;

Thence North 02° 07' 35" East, a distance of 206.20 feet, to said South Right-of-Way line;

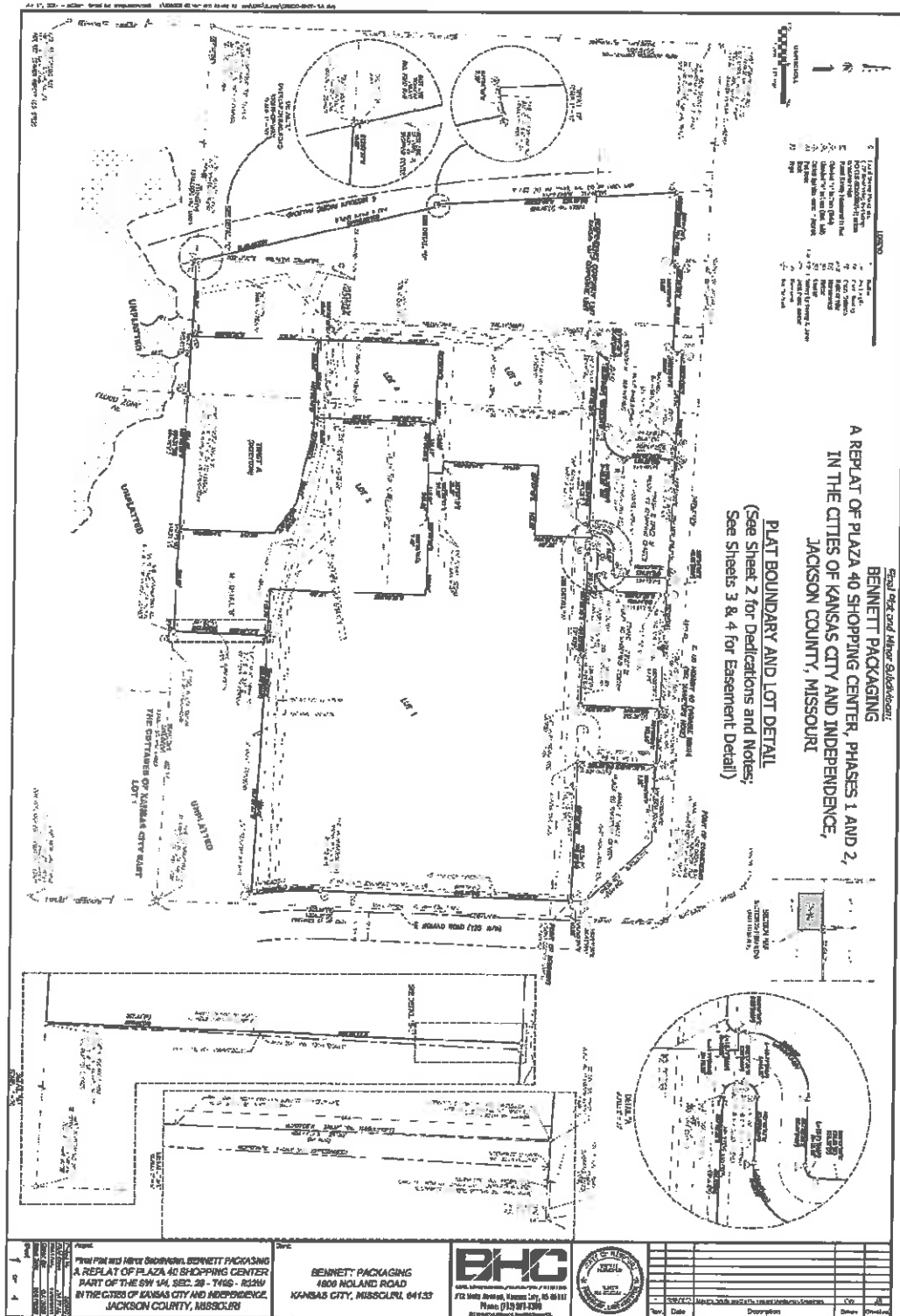
Thence South 87° 03' 06" East, a distance of 145.54 feet, on said South Right-of-Way line;

Thence South 87° 05' 06" East, a distance of 1.66 feet, continuing on said South Right-of-Way line;

Thence South 02° 07' 35" West, a distance of 204.09 feet;

Thence South 87° 52' 25" East, a distance of 362.25 feet, to the POINT OF BEGINNING, said Tract containing 1,874,773 square feet or 43.0389 acres.

# EXHIBIT "B"













07/10/2023 12:24 PM

FEE: \$27.00

3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048102

Book: Page:  
Diana Smith, Recorder of Deeds

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**WHEN RECORDED RETURN TO:**

*Ms. Rachelle M. Biondo  
Rouse Frets White Goss Gentile Rhodes, P.C.  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111-3538*

---

**Title of Document:** Subordination of Deed of Trust

**Date of Document:** July 10, 2023

**Grantor(s):** Blue Heron Investments, LLC

**Grantee(s):** Simmons Bank

**Grantee(s) Mailing Address:** 1800 SE Blue Parkway, Lee's Summit, MO 64063

**Legal Description:** See Page 2

**Reference Book and Page(s):** Instrument No. 2021E0128118

**SUBORDINATION OF DEED OF TRUST**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, to secure certain indebtedness, **Blue Heron Investments, LLC**, a Missouri limited liability company (the "*Grantor*"), granted certain rights, liens and interests to **Simmons Bank**, an Arkansas state-chartered bank, having an address at 1800 SE Blue Parkway, Lee's Summit, MO 64063 ("*Lender*") pursuant to that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated November 21, 2021 and recorded November 22, 2021 in the office of the Recorder of Deeds for Jackson County, Missouri as Instrument No. 2021E0128118, ("*Deed of Trust*").

WHEREAS, Grantor, for valuable consideration, has requested the Lender to subordinate the lien and effect of the Deed of Trust to the easements, lot lines and building lines on the real property shown on that certain Final Plat and Minor Subdivision of Bennett Packaging, A Replat of Plaza 40 Shopping Center, Phases 1 and 2, in the Cities of Kansas City and Independence, Jackson County, Missouri prepared by BHC dated June 5, 2023 and recorded in the office of the Recorder of Deeds for Jackson County, Missouri as Document No. 2023E0048098 (the "*Replat*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender does hereby subordinate the rights, liens and interests created by the Deed of Trust to the easements, lot lines and building lines on the real property described on the Replat, provided that this subordination (i) shall not be deemed a release of the Deed of Trust, and (ii) shall not prejudice or in any way otherwise affect the rights, liens and interests created by the Deed of Trust in any other real or personal property described therein.

EXECUTED effective as of February 4 2022.

LENDER:

**Simmons Bank**

By:

Katherine A. Hunter SVP

Name:

Katherine A. Hunter

Title:

Senior Vice President

STATE OF MISSOURI )

) ss:

**ACKNOWLEDGMENT**

COUNTY OF Cass )

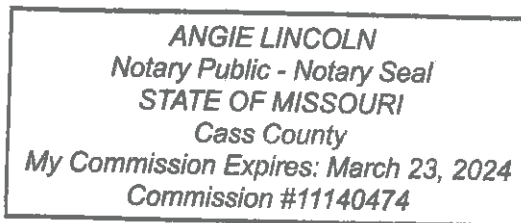
On this day personally appeared before the undersigned, a Notary Public in and for the County and State, duly qualified, commissioned and acting, the within named Katherine Hunter to me personally known, who stated that s/he was the Senior Vice President of **Simmons Bank**, and that said instrument was signed on behalf of said bank by authority of its Directors, and said person acknowledged said instrument to be the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4<sup>th</sup> day of February, 2022.

Angie Lincoln  
Notary Public

My commission expires:

March 23, 2024  
(S E A L)



07/10/2023 12:24 PM

FEE: \$27.00

3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048103

Book: Page:

Diana Smith, Recorder of Deeds

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**WHEN RECORDED RETURN TO:**

***Rachelle Biondo  
Rouse Frets White Goss Gentile Rhodes, P.C.  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111-3538***

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***Title of Document:*** Subordination of Leasehold Deed of Trust

***Date of Document:*** May 28, 2023

***Grantor(s):*** Blue Heron Investments, LLC

***Grantee(s):*** Simmons Bank

***Grantee(s) Mailing Address:*** 1800 SE Blue Parkway, Lee's Summit, MO 64063

***Legal Description:*** See Page 2

***Reference Book and Page(s):*** Instrument No. 2022E0012290

## SUBORDINATION OF DEED OF TRUST

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, to secure certain indebtedness, **Blue Heron Investments, LLC**, a Missouri limited liability company (the "*Grantor*"), granted certain rights, liens and interests to **Simmons Bank**, an Arkansas state-chartered bank, having an address at 1800 SE Blue Parkway, Lee's Summit, MO 64063 ("*Lender*") pursuant to that certain Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated February 4, 2022 and recorded February 7, 2022 in the office of the Recorder of Deeds for Jackson County, Missouri as Instrument No. 2022E0012290, ("*Deed of Trust*").

WHEREAS, Grantor, for valuable consideration, has requested the Lender to subordinate the lien and effect of the Leasehold Deed of Trust to the easements, lot lines and building lines on the real property shown on that certain Final Plat of Bennett Packaging, A Replat of Plaza 40 Shopping Center, Phases 1 and 2, in the Cities of Kansas City and Independence, Jackson County, Missouri prepared by BHC dated Jun 5, 2023 and recorded in the office of the Recorder of Deeds for Jackson County, Missouri as Document No. 2023E0048098 (the "*Replat*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender does hereby subordinate the rights, liens and interests created by the Deed of Trust to the easements, lot lines and building lines on the real property described on the Replat, provided that this subordination (i) shall not be deemed a release of the Deed of Trust, and (ii) shall not prejudice or in any way otherwise affect the rights, liens and interests created by the Deed of Trust in any other real or personal property described therein.

EXECUTED effective as of May 28, 2023.

LENDER:

**Simmons Bank**

By:

Name:

Title:

Katherine A Hunter  
Katherine A Hunter  
Senior Vice President

STATE OF MISSOURI )

COUNTY OF Jackson )

) ss:

**ACKNOWLEDGMENT**

On this day personally appeared before the undersigned, a Notary Public in and for the County and State, duly qualified, commissioned and acting, the within named Katherine Hunter to me personally known, who stated that s/he was the Senior Vice President of **Simmons Bank**, and that said instrument was signed on behalf of said bank by authority of its Directors, and said person acknowledged said instrument to be the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28 day of April, 2023.

Jennifer C. Wayman  
Notary Public

My commission expires:

July 31, 2026  
(S E A L)

Jennifer C Wayman  
Notary Public - Notary Seal  
State of Missouri  
Jackson County  
My Commission Expires July 31, 2026  
Commission #22859090

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

07/10/2023 12:07 PM

NON-STANDARD FEE: EXEMPT FEE: \$216.00 11 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048098

Book: 211 Page: 26

Diana Smith, Recorder of Deeds

Jackson County  
Recorder of Deeds  
**Exempt Document**

This document has been recorded under exempt status  
pursuant to RSMo 59.310.4.

This certificate has been added to your document in  
compliance with the laws of the State of Missouri.



Diana Smith  
Recorder of Deeds

415 E. 12th Street, Room 104  
Kansas City, MO 64106

112 W. Lexington, Suite 30  
Independence, MO 64050

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