

ORDINANCE NO. 210276

Approving the plat of Blue River Commerce Center – Second Plat, an addition in Jackson County, Missouri, on approximately 23.52 acres generally located at the northeast corner of E. Bannister Road and Troost Avenue, creating 1 lot for the purpose of constructing a manufacturing, warehousing and distribution facility; 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-2020-00046)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Blue River Commerce Center – Second Plat, 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 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 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

ORDINANCE NO. 210276

Section 4. 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 5. 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 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on March 3, 2021.

Approved as to form and legality:

Euard Alegre
Assistant City Attorney



Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

APR 08 2021

Date Passed

This is to certify that General Taxes for 2021, 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, June 23, 2022

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

08/12/2022 2:00 PM

NON-STANDARD FEE: EXEMPT FEE: \$27.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2022E0075772

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

This page has been recorded as a permanent part of your document. Please do not remove.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

08/12/2022 2:00 PM

NON-STANDARD FEE: \$25.00

FEE: \$48.00

11 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2022E0075774

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds

Non-Standard Document

This document has been recorded and you have been charged the non-standard fee pursuant to RSMo 59.310.3. 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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**SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)**

This Subordination of Deed of Trust Witnesseth, that FIRST NATIONAL BANK OF OMAHA, having a place of business in Johnson County, Kansas, as owner and holder of the note evidencing the debt secured by that certain DEED OF TRUST AND SECURITY AGREEMENT, executed by NP BANNISTER INDUSTRIAL, LLC, a Missouri limited liability company, dated February 12, 2021 and recorded February 16, 2021 in the office of the Recorder of Deeds for Jackson County, Missouri, as Instrument Number 2021E0016301, for value received does hereby subordinate the lien and effect of said Deed of Trust and Security Agreement and said First Modification to Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the FINAL PLAT OF BLUE RIVER COMMERCE CENTER SECOND PLAT, recorded as Document No. 2022E0075773. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 13th day of June, 2022.

FIRST NATIONAL BANK OF OMAHA

By: Brannan Riffel
Brannan Riffel, Vice President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 13 day of June, 2022, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Brannan Riffel, to me personally known, who being by me duly sworn did say that he is the Vice President of First National Bank of Omaha and that said document was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Brannan Riffel acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



Leisa Boles
Notary Public

My Commission expires: 9-21-25

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 24 day of MAY, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Industrial, LLC, a Missouri limited liability company (**Developer**), and The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo. (**Owner**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Second Plat (**Plat**), in accordance with Chapter 66, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 2 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, Owner is the owner of the fee simple title to Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C"; and

WHEREAS, the City, and Developer, and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

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

Sec. 1. Owner and Developer at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."

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 Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

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

Notice to Developer shall be addressed to:

NP Bannister Industrial, LLC
3315 North Oak Trafficway
Kansas, MO 641116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant 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 Covenant 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 and Developer, and their respective successors, assigns and transferees.

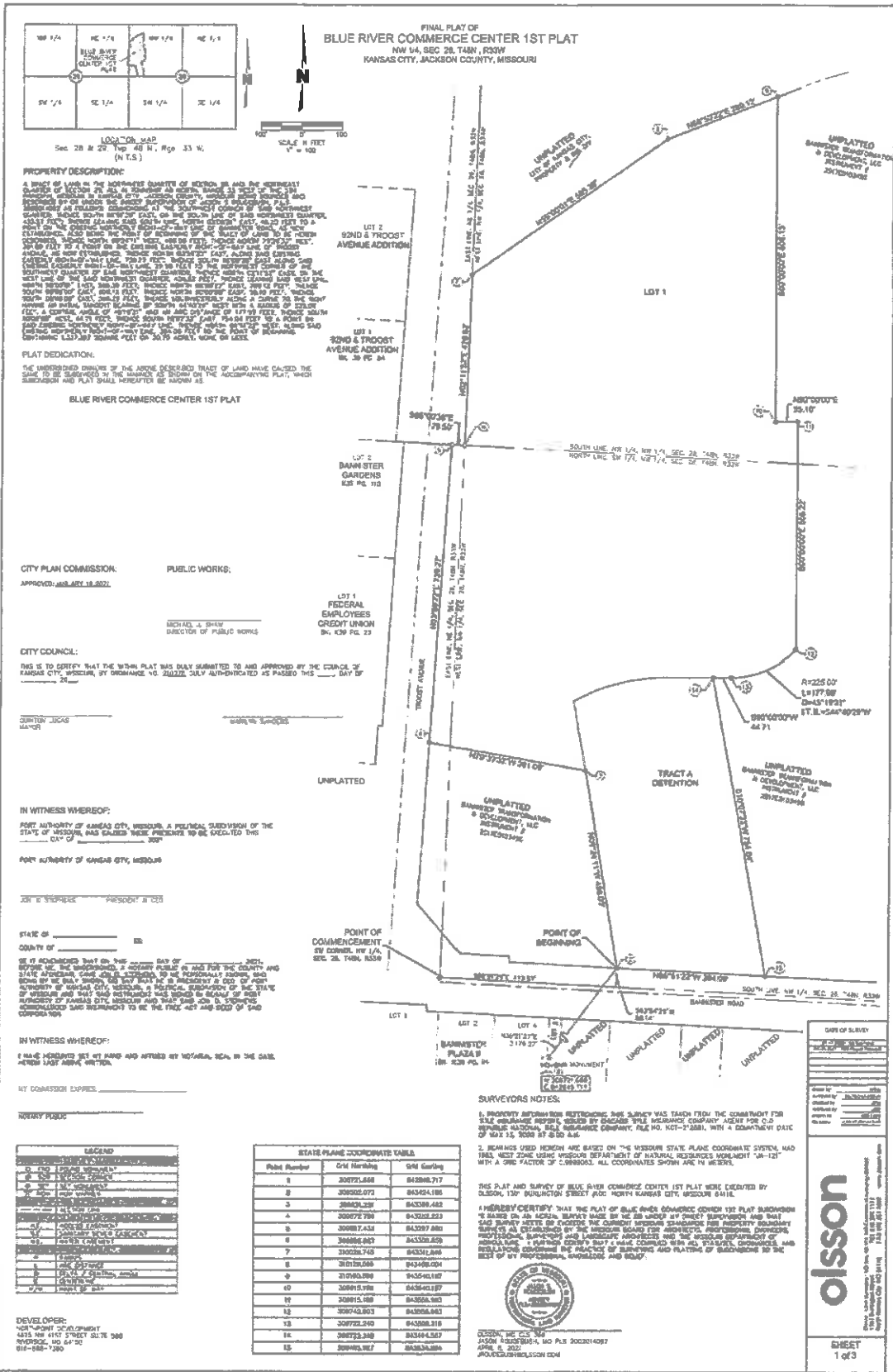
Sec. 11. Owner and Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner, Developer, or to any person or property caused by or incidental as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

Exhibit A
Blue River Commerce Center Second Plat
Legal Description

A tract of land in the Northwest Quarter of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows: Commencing at the Southwest corner of said Northwest Quarter; thence South 86°51'29" East, along the South line of said Northwest Quarter, 1751.12 feet; thence North 03°08'31" East, at right angles to said South line, 50.41 feet to a Point on the Northerly right of way line of Bannister Road, as now established, thence North 00°00'00" East, 1036.87 feet to the Point of Beginning of the tract of land to be herein described: thence North 90°00'00" West, 880.00 feet; thence North 00°00'00" East, 388.50 feet; thence North 90°00'00" West, 55.10 feet; thence North 00°00'00" East, 730.00 feet; thence North 90°00'00" East, 935.10 feet; thence South 00°00'00" East, 1,118.50 feet to the Point of Beginning. Containing 23.519 acres, more or less.

Exhibit C

Blue River Commerce Center First Plat



olsson

1 of 3

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

08/12/2022 2:00 PM

NON-STANDARD FEE: \$25.00 FEE: \$45.00 10 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2022E0075775

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged
the non-standard fee pursuant to RSMo 59.310.3.
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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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 24 day of May, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Industrial, LLC, a Missouri limited liability company (**Developer**), and The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68..010 et seq., RSMo. (**Owner**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Second Plat (**Plat**), in accordance with Chapter 66, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 2 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, Owner is the owner of the fee simple title to Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C"; and

WHEREAS, the City, and Developer, and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

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

Sec. 1. Owner and Developer at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."

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 Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

Notices to the City shall be addressed to:

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

Notice to Developer shall be addressed to:

NP Bannister Industrial, LLC
3315 North Oak Trafficway
Kansas, MO 641116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

Sec. 7. This Covenant 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 Covenant 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 and Developer, and their respective successors, assigns and transferees.

Sec. 11. Owner and Developer 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, Developer, or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

DEVELOPER

NP Bannister Industrial, LLC
3315 North Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

I hereby certify that I have authority to execute this document on behalf of Developer.

By: 
Nathaniel Hagedorn, Manager of
NPD Management, LLC, the
Manager of NP Bannister Industrial,
LLC

Date: Mar 6, 2022

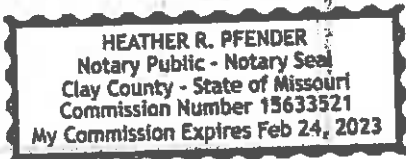
- Check one: () Sole Proprietor
 () Partnership
 () Corporation
 (X) Limited Liability
 Company (LLC)

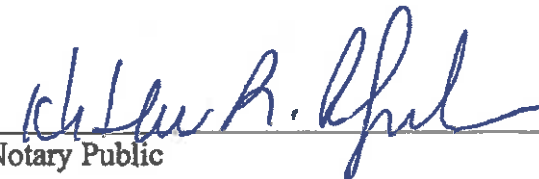
(Attach corporate seal if applicable)

STATE OF Missouri)
) SS
COUNTY OF Clay)

BE IT REMEMBERED, that on the 16th day of May, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came Nathaniel Hagedorn, to me personally known, who being by me duly sworn did say that he is the Manager of NPD Management, LLC, a Missouri limited liability company, the Manager of NP Bannister Industrial, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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: 2-24-23

Exhibit A
Blue River Commerce Center Second Plat
Legal Description

A tract of land in the Northwest Quarter of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows: Commencing at the Southwest corner of said Northwest Quarter; thence South 86°51'29" East, along the South line of said Northwest Quarter, 1751.12 feet; thence North 03°08'31" East, at right angles to said South line, 50.41 feet to a Point on the Northerly right of way line of Bannister Road, as now established, thence North 00°00'00" East, 1036.87 feet to the Point of Beginning of the tract of land to be herein described: thence North 90°00'00" West, 880.00 feet; thence North 00°00'00" East, 388.50 feet; thence North 90°00'00" West, 55.10 feet; thence North 00°00'00" East, 730.00 feet; thence North 90°00'00" East, 935.10 feet; thence South 00°00'00" East, 1,118.50 feet to the Point of Beginning. Containing 23.519 acres, more or less.

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
FINAL PLAT OF BLUE RIVER COMMERCE CENTER SECOND PLAT**

THIS COVENANT made and entered into this 24 day of May, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NP Bannister Industrial, LLC, a Missouri limited liability company (**Developer**), and The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo. (**Owner**).

WHEREAS, Owner and Developer have an interest in certain real estate generally located at the northeast corner of E. Bannister Road and Troost Avenue in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner and Developer intend to cause the Property to be platted as Final Plat of Blue River Commerce Center Second Plat (**Plat**), in accordance with Chapter 66, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 2 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, Owner is the owner of the fee simple title to Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C"; and

WHEREAS, the City, and Developer, and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

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

Sec. 1. Owner and Developer at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."

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 Covenant has given ten (10) days notice of a change of person and address for purposes of notice under this Covenant to the other party in writing, notices shall be directed to the following:

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NP Bannister Industrial, LLC
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Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
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Attn: Jon Stephens, President & CEO
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Sec. 7. This Covenant 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 Covenant 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 and Developer, and their respective successors, assigns and transferees.

Sec. 11. Owner and Developer 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, Developer, or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

Exhibit A
Blue River Commerce Center Second Plat
Legal Description

A tract of land in the Northwest Quarter of Section 28, Township 48 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being bounded as follows: Commencing at the Southwest corner of said Northwest Quarter; thence South 86°51'29" East, along the South line of said Northwest Quarter, 1751.12 feet; thence North 03°08'31" East, at right angles to said South line, 50.41 feet to a Point on the Northerly right of way line of Bannister Road, as now established, thence North 00°00'00" East, 1036.87 feet to the Point of Beginning of the tract of land to be herein described: thence North 90°00'00" West, 880.00 feet; thence North 00°00'00" East, 388.50 feet; thence North 90°00'00" West, 55.10 feet; thence North 00°00'00" East, 730.00 feet; thence North 90°00'00" East, 935.10 feet; thence South 00°00'00" East, 1,118.50 feet to the Point of Beginning. Containing 23.519 acres, more or less.

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WHEREAS, Owner and Developer intend to subdivide the Property and create pursuant to the Plat Lot 2 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner and Developer on the Property warrant storm water management control and water quality Best Management Practice facilities (**BMPs**), collectively hereinafter referred to as (**The Facilities**); and

WHEREAS, The Facilities, located on Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C" attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, Owner is the owner of the fee simple title to Tract A of Blue River Commerce Center 1st Plat as shown on Exhibit "C"; and

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Sec. 1. Owner and Developer at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair, and replacement, if necessary, of The Facilities located on Tract "A."

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Attn: Nathaniel Hagedorn
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Exhibit A
Blue River Commerce Center Second Plat
Legal Description

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