
(Space above reserved for Recorder of Deeds certification)

Title of Document: Termination and Release of Covenant to Maintain Storm Water Detention Facility - Plat of Executive Park Fifty-Seventh Plat

Date of Document: _____, 2022

Grantor(s)*: City of Kansas City, Missouri

Grantee(s)*: Exeter 1401 N Universal, L.P.,
a Delaware limited partnership

Grantee(s) Mailing Address: 101 West Elm Street, Suite 600
Conshohocken, Pennsylvania 19428

Legal Description: See Exhibits A and B attached

Reference Document No.: 2004K0037347

***(For Indexing Purposes Only)**

**TERMINATION AND RELEASE OF COVENANT TO MAINTAIN STORM WATER
DETENTION FACILITY PLAT OF EXECUTIVE PARK FIFTY-SEVENTH PLAT**

**THIS TERMINATION AND RELEASE OF COVENANT TO MAINTAIN STORM WATER
DETENTION FACILITY - PLAT OF EXECUTIVE PARK FIFTY-SEVENTH PLAT** (this
“**Release**”) is executed this __ day of _____, 2022, by **CITY OF KANSAS CITY, MISSOURI**, a
political subdivision of the State of Missouri and body corporate and politic (the “**City**”), and **EXETER
1401 N UNIVERSAL, L.P.**, a Delaware limited partnership (the “**Owner**”).

RECITALS

- A. City is the grantee and beneficiary of that certain Covenant to Maintain Storm Water Detention Facility - Plat of Executive Park Fifty-Seventh Plat, dated June 1, 2004, granted by Universal Land Development Company, L.P., a Missouri limited liability company (“**Universal**”) and recorded on June 7, 2004 in the Office of the Director of records for Jackson County, Missouri, as Instrument Number 2004K0037347 (the “**Covenant**”);
- B. The Covenant obligates Universal and its successors in title to the real estate described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Developed Parcel**”) to maintain, repair and replace certain temporary area-wide storm water detention facilities to be developed on the real estate described on **Exhibit B** attached hereto and incorporated herein by reference (the “**Temporary Detention Parcel**”);
- C. Owner is Universal’s indirect successor in title to the Developed Parcel; and
- D. The anticipated temporary storm water detention facilities were not constructed on the Temporary Detention Parcel and are no longer necessary, which renders the Covenant moot.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Owner hereby fully and completely terminate the Covenant, and the City hereby releases the Developed Parcel, the Temporary Detention Parcel and the Owner and its successors and assigns from any covenant, obligation, restriction or other burden or duty of any nature or description set forth in or arising out of the Covenant.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Release as of the day and year first above written.

ATTEST:

CITY OF KANSAS CITY, MISSOURI,
a body corporate and politic

[Deputy] City Clerk

By: _____

Approved as to form and legality:

Name: _____

Assistant City Attorney

Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____ and _____, the _____ and [Deputy] City Clerk, respectively, of City of Kansas City, Missouri, a body corporate and politic, and duly acknowledged the execution of this instrument as a duly authorized officer of City of Kansas City, Missouri.

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

My commission expires _____

By: _____

Printed Name: _____

EXETER 1401 N UNIVERSAL, L.P.,
a Delaware limited partnership

By: Exeter 1401 N Universal GP, LLC,
a Delaware limited liability company,
its general partner

By: Exeter Industrial Core Fund III REIT I, LP,
a Delaware limited partnership,
its sole member

By: Exeter Industrial Core Fund Management III,
LLC, a Delaware limited liability company, its
general partner

By: _____
Name: J. Peter Lloyd
Title: Vice President

COMMONWEALTH OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that J. Peter Lloyd, the Vice President of Exeter Industrial Core Fund Management III, LLC, a Delaware limited liability company, the general partner of Exeter Industrial Core Fund III REIT I, LP, a Delaware limited partnership, the sole member of Exeter 1401 N Universal GP, LLC, a Delaware limited liability company, the general partner of EXETER 1401 N UNIVERSAL, L.P., a Delaware limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument on behalf of said limited partnership as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public
Printed Name: _____

My Commission Expires: _____

EXHIBIT B



A track of land located in the South Half (S 1/2) of Section 24. Township 50, Range 33, being a part of Tract A of Executive Park, Fifth Plat, according to the recorded plat thereof, more particularly described as follows: Commencing at the Southwest Corner of the Southwest Quarter (SW 1/4) of said Section 24; thence North 80° 43' 48" East, (the West line of said SW 1/4 being North 02° 13' 03" East) a distance of 3699.44 feet to the Point of Beginning, said point being on the Northwestern right-of-way line of Corporate Drive, thence South 47° 00' 57" West, along said right-of-way line, a distance of 30.00 feet; thence North 43° 00' 06" West, a distance of 45.00 feet; thence South 56° 52' 55" West, a distance of 146.62 feet; thence North 83° 27' 47" West a distance of 50 feet; thence North 28° 18' 35" West, a distance of 100.00 feet; thence North 04° 52' 16" East, a distance of 100.00 feet; thence North 29° 12' 30" West, a distance of 150.00 feet; thence North 52° 07' 46" West, a distance of 110.00 feet; thence North 37° 52' 14" East, a distance of 40.00 feet; thence South 52° 07' 46" East, a distance of 118.34 feet; thence North 70° 25' 28" East, a distance of 154.69 feet; thence South 56° 26' 22" East, a distance of 275.00 feet; thence South 33° 33' 38" West, a distance of 180.00 feet; thence South 43° 00' 06" East, a distance of 45.00 feet to the Point of Beginning, containing 2.33 acres, more or less.