

3/29/18

*(Space above reserved for the Register of Deeds' recording information)*

Title of Document: First Amendment to Declaration of Easements, Covenants, Conditions, and Restrictions

Date of Document: March 29th, 2018

Grantor #1 Name and Address: Trinity Property, LLC  
7500 West 95<sup>th</sup> Street, Overland Park, KS 66212

Grantor #2 Name and Address: 7500 Service Corp.  
7500 West 95<sup>th</sup> Street, Overland Park, KS 66212

Grantor #3 Name and Address: Independence Health Retreat, LLC  
3815 River Crossing Pkwy, Suite 100, Indianapolis, IN 46240

Grantor #4 Name and Address: Cedarhurst of Blue Springs R/E, LLC  
120 S Central Ave, Ste 1050, Clayton, MO 63105

Grantor #5 Name and Address: JWD Properties, LLC  
PO Box 22845, Oklahoma City, OK 73123

Grantor #6 Name and Address: 4220 Property, LLC  
5800 NW Prairie View Rd., Kansas City, MO 64151

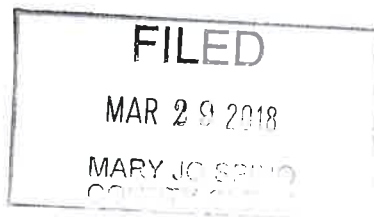
Grantor #7 Name and Address: Independence MP, LLC  
1910 8th Ave. NE., Aberdeen, SD 57401

Grantor #8 Name and Address: Rule Properties #2, LLC  
3820 NW 52nd St., Kansas City, MO 64150

Grantor #9 Name and Address: Drury Partnership 2010 LLLP  
721 Emerson Rd. Suite 200, St. Louis, MO 63141

Grantor #10 Name and Address: The Children's Mercy Hospital  
2401 Gillham Rd. Kansas City, MO 64108

62409450.5



**Grantor #11 Name and Address:** First Baptist Church of Blue Springs  
4500 Little Blue Parkway, Independence, MO 64057

**Grantor #12 Name and Address:** Jackson County, Missouri  
415 East 12<sup>th</sup> Street, Kansas City, MO 64106

**Grantee's Name and Address:** Same as Grantors above

**Legal Description:** See **Exhibit A** Attached Hereto

**References:** Instrument Number 2007E0077445

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# Jackson County Tracts



S Little Blain Ferry

8130

East St

Lora Pkwy

East Park Lingo State River

Independence

RR track

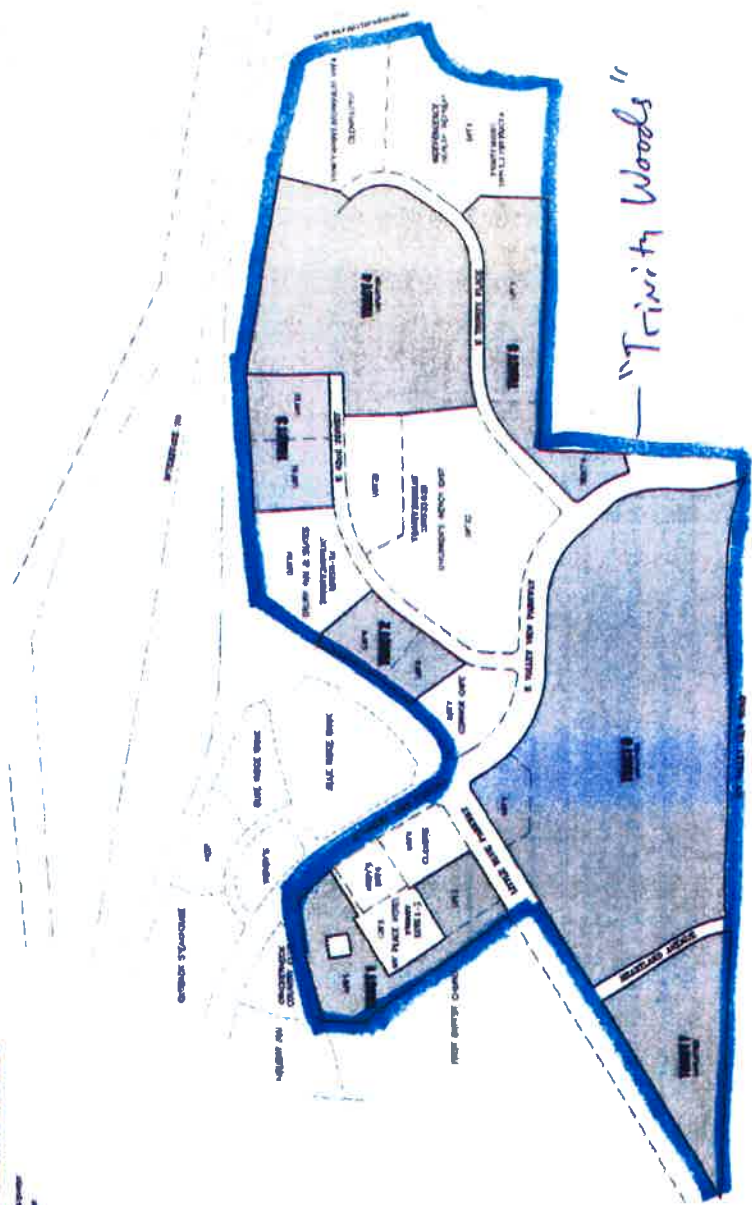
I-70





**NOTES:**

1. The proposed subdivision is subject to all applicable zoning and other regulations to govern the use of the land.
2. The proposed subdivision is subject to all applicable zoning and other regulations to govern the use of the land.
3. The proposed subdivision is subject to all applicable zoning and other regulations to govern the use of the land.
4. The proposed subdivision is subject to all applicable zoning and other regulations to govern the use of the land.
5. The proposed subdivision is subject to all applicable zoning and other regulations to govern the use of the land.



— "Trinity Woods"



VICINITY MAP

**FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Amendment") is entered into as of March 29th, 2018, by and between TRINITY PROPERTY, LLC, a Kansas limited liability company ("Trinity" or "Declarant"), and the undersigned Owners who constitute all of the owners of the Property who are not also a Declarant.

**RECITALS:**

A. The Declaration of Covenants, Conditions, Easements and Restrictions dated January 1, 2007, was recorded with the Jackson County, Missouri Recorder of Deed's Office as Instrument Number 2007E0077445 on June 12, 2007 (the "Declaration"), concerning the property legally described on Exhibit A.

B. Pursuant to Section 10.13 of the Declaration, the Declaration may be amended by the Declarant and all of the Owners.

C. Declarant and the Owners desire to amend the restrictions on land use and building type on the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and the Owners hereby change, amend or otherwise modify the Declaration as follows:

1. **Recitals; Capitalized Terms**. The foregoing Recitals are incorporated by reference as if fully restated herein. All capitalized terms not otherwise defined in this Amendment shall have the meanings given to such terms in the Declaration.

2. **Land Use and Building Type**. Section 4.1 of the Declaration is hereby deleted in its entirety and replaced with the following (underline shows added language, strike through shows deleted language):

"Section 4.1. Land Use and Building Type. All Buildings or other Improvements on the Property may be used only for: retail, commercial, office, restaurant, multi-family and other multi-unit housing, sporting facilities, venues, and events of all kinds (e.g., basketball courts, soccer fields, baseball fields, trampoline parks, bowling, tennis, pickleball, retail sporting goods, fitness centers, etc.), and/or hotel/lodging purposes. Examples of uses that are specifically prohibited include, but are not limited to, the following:

(a) Undesirable entertainment or recreational facilities (e.g., skating rink, amusement park, carnival, massage parlor, discotheque, dance hall, teen club, night club, bar or tavern or other social encounter club, flea market, head shop, pornographic or "adult" store);

(b) Assembling, manufacturing, industrial, processing, rendering, distilling, refining, smelting, agriculture, or moving operations;

(c) Any used automobile sales facility, "second hand" store, pawn shop, Army, Navy or government "surplus" store;

(d) ~~Any sporting event or other sports facility (which does not include a retail sporting goods store or fitness center)~~ Any agricultural use;

(e) Any use, handling, generation, storage, release, disposal or transportation of hazardous materials (including, but not limited to, underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any other hazardous or toxic substances, pollutants, contaminants, wastes or materials), on, about or under the Property, except in the ordinary course of its business (e.g. a gas station or electric charging station) and in compliance with all environmental laws, rules or regulations respecting hazardous materials, and all present or future amendments thereto; or

(f) Any noxious or illegal purpose, or any purpose that presents a danger to the health, safety, or welfare of the public, or for any dumping, incineration or commercial disposal of garbage."

3. **Architectural Requirements and Standards.** Section 5.1 of the Declaration where it references the Development as a "high-quality mixed-use commercial development" is hereby amended to delete the word "commercial."

4. **Full Force and Effect.** Except as expressly modified by this Amendment, all of the terms and provisions of the Declaration shall remain unmodified and in full force and effect. To the extent that any terms or provisions of the Declaration are inconsistent with the terms or provisions set forth in this Amendment, such terms and provisions shall be deemed superseded by this Amendment to the extent of such inconsistency.

5. **Covenants Run With the Land.** The covenants and agreements set forth in this Amendment shall run with the land and shall be binding upon and inure to the benefit of the Owners, and their respective successors, heirs, and assigns.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[SIGNATURE PAGES FOLLOW]



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Tract 1**

A tract of land situated in the south half of the northwest quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson county, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road) and west of Heartland Avenue (formerly Heartland Road), being more particularly described as follows:

Beginning at the southwest corner of said quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 (Deed 726.52 feet) feet to the true point of beginning, said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 848.10 feet to the westerly right of way line of Heartland Avenue as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document 1999I0021208; thence S 31°31'28"E along said right of way line a distance of 151.17 feet; thence S 34°23'13"E (Deed S 34°21'57"E) along said right of way line a distance of 100.12 feet to a point on the westerly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence S 31°31'28"E (Deed S 31°34'02"E) along said right of way line a distance of 152.92 feet to the p.c. of a curve to the right having a radius of 275.0 feet; thence along said curve and right of way line a distance of 76.51 feet (Deed 76.79 feet) to the p.t. of said curve; thence S 15°35'01"E (Deed S 15°34'02"E) a distance of 64.87 feet (Deed 68.81 feet) to a point on the northerly right of way line of Valley View Road; thence southwesterly along said right of way line on a curve to the left having an initial tangent bearing of S 70°06'36"W (Deed S 70°07'36"W), a radius of 332.94 feet, and a distance of 14.83 feet to a point on the south line of said quarter section; thence N 87°55'57"W (Deed N 87°54'57"W) along said south line a distance of 972.54 feet (Deed 967.61 feet) to the point of beginning.

**Tract 2**

A tract of land situated in the south half of the northwest quarter and in the south half of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road), east of Heartland Avenue (formerly Heartland Road), west of Valley View Parkway, north of Valley View Road and south of Crackerneck road, being more particularly described as follows:

Beginning at the southwest corner of said Northwest quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 feet (Deed 726.52 feet) said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way, Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 908.10 feet to the true point of beginning, said point being on the easterly right of way line of Heartland Avenue as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence N 58°26'26"E (Deed N 58°23'52"E) along said southeast right of way line a distance of 874.10 feet to a point on the westerly line of Valley View Parkway as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence S 76°33'34"E along last said right of way line a distance of 35.35 feet; thence S 31°33'34"E along said right of way line a distance of 490.00 feet; thence N 58°26'26"E continuing along said right of way line a distance of 60.00 feet; thence N 31°33'34"W continuing along said right of way line a distance of 65.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southerly right of way line of Crackerneck Road as described in last said documents; thence N 58°26'26"E continuing along said right of way line a distance of 222.82 feet to the p.c. of a curve to the right having a radius of 375.00 feet; thence along said curve and right of way line a distance of 196.35 feet to the p.t. of said curve; thence N 88°26'26"E continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 275.00 feet; thence along said curve and right of way line a distance of 414.80 feet to the p.t. of said curve; thence N 02°01'02"E continuing along said right of way line a distance of 126.57 feet; thence N 47°01'02"E continuing along said right of way line a distance of 35.36 feet; thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence



N 02°01'02"E continuing along said right of way line a distance of 20.77 feet (Deed 20.00 feet) to a point on the north line of the southwest quarter of the northeast quarter of said section; thence S 87°51'03"E along said north line a distance of 709.61 feet to the northwest corner of the southeast quarter of the northeast quarter of said section; thence S 87°51'03"E along the north line of last said quarter quarter section a distance of 1034.11 feet to a point on the westerly right of way line of the Chicago & Alton Railroad Company; thence S 13°58'05"E along said railroad right of way line a distance of 104.09 feet to a point that is 100.00 south of last said north line; thence N 87°51'03"W along a line that is 100.00 feet south of and parallel with said north line a distance of 198.70 feet to a point that is 450.00 feet west of the east line of last said quarter quarter; thence S 02°34'36"W along a line that is 450.00 feet west of and parallel with last said east line a distance of 450.55 feet to a point that is 770.00 feet north of the south line of said northeast quarter; thence N 88°02'47"W along a line that is 770.00 feet north of and parallel with last said south line a distance of 1363.25 feet to a point that is 500.00 feet west of the east line of the southwest quarter of the northeast quarter of said section; thence S 02°23'08"W along a line that is 500.00 feet west of and parallel with last said east line a distance of 770.02 feet to a point on the south line of last said quarter quarter section; thence N 88°02'47"W along last said south line a distance of 54.41 feet to a point on the northerly right of way line of Valley View Road; thence westerly along said right of way line on a curve to the left having an initial tangent bearing of N 62°03'32"W, a radius of 605.00 feet and a distance of 251.29 feet to the p.t. of said curve; thence N 85°51'24"W along last said right of way line a distance of 37.06 feet to the p.c. of a curve to the left having a radius of 2280.00 feet; thence continuing along said curve and right of way line a distance of 309.16 feet to the p.t. of said curve; thence S 86°22'27"W continuing along said right of way line a distance of 67.34 feet; thence S 84°50'02"W continuing along said right of way line a distance of 132.33 feet to a point that is 30.00 feet north and 30.00 feet west of the southeast corner of the northwest quarter of said section; thence N 87°55'57"W (Deed N 87°54'57"W) continuing along said right of way line a distance of 773.81 feet (Deed 773.80 feet) to the p.c. of a curve to the left having a radius of 332.94 feet; thence along said curve and right of way line a distance of 77.55 feet to a point on the easterly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence N 15°35'01"W (Deed N 15°34'32"W) along last said right of way line a distance of 64.87 feet (Deed 68.61 feet) to the p.c. of a curve to the left having a radius of 325.00 feet; thence along said curve and right of way line a distance of 90.42 feet (Deed 90.76 feet) to the p.t. of said curve; thence N 31°31'28"W (Deed N 31°34'02"W) continuing along said right of way line a distance of 152.91 feet to a point on the easterly right of way line of said Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021288; thence N 28°39'44"W along said right of way line a distance of 100.13 feet; thence N 31°31'28"W continuing along said right of way line a distance of 151.21 feet to the true point of beginning.

### Tract 3

A tract of land situated in the southeast quarter of the northwest quarter and in the southwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of said Section; thence S 87°51'03"E along the north line of said quarter quarter a distance of 40.00 feet to the true point of beginning; thence S 87°51'03"E continuing along said north line a distance of 365.45 feet to a point on the right of way line of Crackerneck Road and Valley View Parkway as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021208; thence S 02°01'02"W along said right of way line a distance of 21.23 feet (Deed 20.00 feet) thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence S 42°58'58"E continuing along said right of way line a distance of 35.36 feet; thence S 02°01'02"W continuing along said right of way line a distance of 126.57 feet to the p.c. of a curve to the right having a radius of 225.00 feet; thence along said curve and right of way line a distance of 339.38 feet (Deed 339.34 feet) to the p.t. of said curve; thence S 88°26'26"W continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 425.00 feet; thence along said curve and right of way line a distance of 222.53 feet to the p.t. of said curve; thence S 58°26'26"W continuing along said right of way line a distance of 222.82 feet; thence N 76°33'34"W continuing along said right of way line a distance of 35.35 feet; thence N 31°33'34"W continuing along said right of way line a distance of 325.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southeast right of way line of Little Blue Parkway as described in Document No. 971-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners as described in Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E along last said right of way line a distance of 63.66 feet to the p.c. of a curve to the left having a radius of 776.78 feet; thence along said curve and last said right of way line a distance of 325.49 feet (Deed 325.50 feet); thence S 55°34'04"E (Deed S 55°36'48"E) continuing along said right of way line a distance of 26.99 feet (Deed 24.14 feet) to a point on the westerly right of way line of old Selsa Road, now vacated; thence N 02°11'45"E along said vacated westerly right of way line a distance of 8.42 feet; thence S 87°48'15"E along the vacated right of way of Old Selsa road a distance of 40.00 feet to a point that is 20.00 feet south of the northwest corner of the southwest quarter of the northeast quarter of said section; thence S 87°48'15"E continuing along said vacated right of way line a distance of 40.00 feet to a point on the east right of way line of Old Selsa Road; thence N 02°11'45"E along said east right of way line a distance of 20.03 feet to the true point of beginning.

### Tract 4

A tract of land situated in the northwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the southwest corner of said quarter quarter section; thence S 87°51'03"E along the south line of said quarter quarter section a distance of 1056.00 feet; thence N 02°11'45"E a distance of 30.00 feet to the true point of beginning, said point being on the north right of way line of Crackerneck Road as described in Jackson County Road Record Book 2 at Page 91; thence N 87°51'03"W along said right of way line a distance of 230.00 feet; thence N 02°11'45"E a distance of 250.00 feet; thence S 87°51'03"E a distance of 230.00 feet; thence S 02°11'45"W a distance of 250.00 feet to the true point of beginning.

## Tract 5

Lots 1 thru 5, TRINITY LOTS 1-5, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof:

EXCEPTING therefrom the following tract of land as described in Document No. I-0075665 in Book I-2932 at Page 2287:

A tract of land located in the northeast quarter of the northwest quarter of Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the southwest corner of the northeast quarter of the northwest quarter of said section 28; thence North 81 degrees 08 minutes 59 seconds East a distance of 332.94 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 20.00 feet to the point of beginning of the tract of land to be described; thence south 81 degrees 08 minutes 59 seconds west a distance of 80.00 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 80.00 feet; thence north 81 degrees 08 minutes 59 seconds east a distance of 80.00 feet; thence south 08 degrees 51 minutes 01 seconds east a distance of 80.00 feet to the point of beginning.

## Tract 6

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at point 330.00 feet North of the South line of said Quarter Quarter Section and 726.00 feet East of the West line of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West parallel with said South line a distance of 183.90 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No. 2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 185.03 feet to a point that is 726.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West parallel with said West line a distance of 115.21 feet to the point of beginning.

## Tract 7

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 to the true point of beginning; thence North 87 degrees 51 minutes 03 seconds West continuing along said South line a distance of 100.00 feet to the Southwest corner of the East eight acres of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the West line of said East eight acres a distance of 400.00 feet; thence South 87 degrees 51 minutes 03 seconds East a distance of 100.00 feet; thence South 02 degrees 23 minutes 08 seconds West parallel with said West line a distance of 400.00 feet to the point of beginning.

## Tract 8

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed S 87 degrees 50 minutes 55 seconds East) along the South line of said Quarter Quarter Section a distance of 34.50 feet (Deed 34.60 feet) to the true point of beginning; thence North 02 degrees 08 minutes 57 seconds East (Deed North 02 degrees 09 minutes 05 seconds East perpendicular to last said line a distance of 29.89 (Deed 29.87 feet) to a point on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 249.898m (819.88 feet) right of station 23+103.612 of Route I-70; thence North 20 degrees 00 minutes 47 seconds East along said right of way line a distance of 204.35 feet to a point on the Southerly right of way line I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 188.601m (618.77 feet) right of station 23+114.659 of Route I-70; thence North 35 degrees 06 minutes 02 seconds East (Deed North 35 degrees 06 minutes 01 seconds East) along said Southerly right of way line a distance of 125.86 feet (Deed 125.87 feet) to a point that is 330.00 feet North of the South line of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed South 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance of 292.03 feet (Deed 291.94 feet) to a point that is 457.40 feet East of the West line of said Quarter Quarter Section; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 330.00 feet to a point of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed 87 degrees 50 minutes 55 seconds West) along said South line a distance of 422.90 feet (Deed 422.80 feet) to the point of beginning.

## Tract 9

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter Section line a distance of 457.40 feet to the true point of beginning; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with the West line of said Quarter Quarter Section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East (Deed 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance 269.61 feet (Deed 268.60 feet) to a point that is 726.00 feet East of said West line; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with said West line a distance of 115.21 feet (Deed 115.22 feet) to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 332.02 feet (Deed 332.03 feet) to a point that is 1056.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 second West) parallel with said West line a distance of 201.54 feet (Deed 201.56 feet) to a point that is 280.00 feet North of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) parallel with said

South line a distance of 230.00 feet; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 280.00 feet to a point on said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) along said South line a distance of 368.60 feet to the true point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

#### Tract 10

A tract of land situated in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 34.50 feet; thence North 02 degrees 08 minutes 57 seconds East perpendicular to last said line a distance of 29.89 feet to the true point of beginning, said point being on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No. 2000I0011892, said point also being 249.898m (819.88 feet) right of station 23+103.612 (757+99.10 feet) of Route I-70; thence North 80 degrees 12 minutes 10 seconds West a distance of 61.38 feet to a point that is 60.00 right of station 24+71.85 of Little Blue Parkway, said point being on a curve to the left having a radius of 913.02 feet and an initial tangent bearing of North 32 degrees 38 minutes 56 seconds East; thence Northerly along said curve 60.00 right of and parallel with the centerline of said Little Blue Parkway a distance of 216.24 feet to a point that is 612.57 feet right of station 757+97.42 of I-70; thence South 70 degrees 55 minutes 14 seconds East a distance of 38.42 feet to a point on said Easterly right of way line of I-70 (now Little Blue Parkway) said point being 188.601m (618.77 feet) right of I-70 station 23+114.659 (758+35.34 feet); thence South 20 degrees 00 minutes 47 seconds West along said Easterly line a distance of 204.35 feet to the point of beginning.

## Tract 11

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly described as follows;

Beginning at the Southwest corner of said Quarter Quarter section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 457.40 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with the West line of said Quarter Quarter section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East parallel with said South line a distance 84.70 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to the true point of beginning, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 63.07 feet to a point that is 298.20 feet right of station 762+41.59 of I-70; thence North 86 degrees 34 minutes 06 seconds East a distance of 516.49 feet to a point that is 180.00 feet right of station 767+44.39 of I-70 said point being on the Easterly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 02 degrees 11 minutes 19 seconds West along said Easterly line a distance of 56.72 feet to a point that is 236.22 feet right of station 767+51.90 of I-70, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 85 degrees 52 minutes 07 seconds West along said Southerly line a distance of 517.16 feet to the point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

## Tract 12

All that part of the following described tract in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 28, Township 49, Range 31, in Independence, Jackson County, Missouri, lying South of U.S. Interstate Highway #70: Beginning at a point 20 poles North of the Southwest corner of said  $\frac{1}{4}$  of  $\frac{1}{4}$  Section; thence East 44 poles; thence North 60 poles; thence West 44 poles; thence South 60 poles to beginning EXCEPT part in Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 28, Township 49, Range 31; thence North 330.00 feet; thence East 726.00 feet to the true point of beginning; thence North 206.35 feet to the South right-of-way line of I-70 Highway; thence West along said right-of-way 17.00 feet; thence Northwesterly along said right-of-way 155.00 feet; thence South 252.04 feet; thence East 183.90 feet to the true point of beginning, and EXCEPT that part taken under condemnation Suit CV97-9441 as shown in the Report of Commissioners filed as Document No. 1999-I-0080908 and in Document No. 2000-I-0011892.

## Tract 13

A tract of land situated in the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, lying within the widths on the right or southerly side of the following described Route I-70 improvement centerline, to-wit: Beginning at a width of 442.91 feet at Station 759+18.48; thence decreasing uniformly to a width of 365.56 feet at Station 759+55.05; thence decreasing uniformly to a width of 298.20 feet at Station 762+41.59; thence increasing uniformly to a width of 360.71 feet at Station 762+49.93; thence increasing uniformly to a width of 442.91 feet at Station 759+18.48; containing 20,625 square feet, more or less.

The Route I-70 improvement centerline is located and described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 28, T49N, R31W; thence South  $09^{\circ}47'50''$  West a distance of 462.22 feet to a point on said centerline at Station 755+93.22; thence the centerline extends South  $80^{\circ}12'10''$  East a distance of 1178.28 feet to Station 767+71.50.

## Tract 14

**A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 49, RANGE 31, INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 332.94 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 01 SECONDS EAST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.**

**Tract 15**

**ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, AS DESCRIBED IN DOCUMENT NUMBER 2001I 0024538, RECORDED APRIL 11, 2001 IN THE OFFICE OF THE JACKSON COUNTY DEPARTMENT OF RECORDS AND MORE PARTICULARLY AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT BEING S 87°51'03"E A DISTANCE OF 1151.07 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING N 87°51'03"W A DISTANCE OF 164.00 FEET FROM THE SOUTHEAST CORNER OF THE SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER I-496753 RECORDED IN BOOK I-1163 AT PAGE 1784; THENCE N 02°23'08"E ALONG THE EAST LINE OF LAST SAID TRACT A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LAST SAID TRACT; THENCE N 87°51'03"W ALONG THE NORTH LINE OF LAST SAID TRACT A DISTANCE OF 99.21 FEET TO A POINT ON THE WEST LINE OF THE EAST EIGHT ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 02°23'08"E ALONG LAST SAID LINE A DISTANCE OF 138.60 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE I-70 AS TAKEN UNDER CONDEMNATION SUIT NUMBER 123782, AS SHOWN IN THE REPORT OF COMMISSIONERS DOCUMENT NUMBER 733591, RECORDED IN BOOK 1354 AT PAGE 275, SAID POINT BEING 180.00 FEET SOUTHERLY OF ROUTE I-70 IMPROVEMENTS CENTERLINE; THENCE S 80°12'10"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1196.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY, ST. LOUIS AND CHICAGO RAILROAD COMPANY; THENCE S 13°58'05"E ALONG LAST SAID RIGHT OF WAY LINE A DISTANCE OF 394.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG LAST SAID LINE A DISTANCE OF 1034.11 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG THE SOUTH LINE OF LAST SAID QUARTER QUARTER SECTION A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING.**





ELECTRONICALLY RECORDED  
JACKSON COUNTY, MISSOURI  
**06/12/2007 11:22:22 AM**  
REST FEE: \$ 120.00 34 Pages

INSTRUMENT NUMBER:  
**2007E0077445**

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(Above Space Reserved for Recorder of Deeds)

**Document Title:** Declaration of Easements, Covenants, Conditions, and Restrictions

**Document Date:** January 1, 2007

**Grantor #1 Name and Address:** Trinity Real Estate Development, Inc.  
3171 NE Carnegie Drive, Suite 119  
Lee's Summit, Missouri 64064

**Grantor #2 Name and Address:** Drury Development Corporation  
8315 Drury Industrial Parkway  
St. Louis, Missouri 63114

**Grantor #3 Name and Address:** Tri-City Baptist Church  
4500 Little Blue Parkway  
Independence, Missouri 64057

**Grantor #4 Name and Address:** Bell Development, Inc.  
12553 S. Hagan Lane  
Olathe, Kansas 66062

**Grantee's Name/Address:** N/A

**Legal Description:** See Exhibits A, B, C, D and E, pp. 25-34

**Reference Book and Page:** N/A

**COMMONWEALTH TITLE**  
C0608057 4/5

## **DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

This Declaration of Covenants, Conditions, Easements and Restrictions (as it may be amended or modified at any time, "Declaration") is made as of January 1, 2007 ("Effective Date"), by Trinity Real Estate Development, Inc., a Missouri corporation ("Trinity"), Drury Development Corporation, a Missouri corporation ("Drury"), Tri-City Baptist Church, a Missouri not-for-profit corporation ("Tri-City"), and Bell Development, Inc., a Kansas corporation ("Bell"), collectively referred to herein as the "Declarant".

### **RECITALS**

A. Trinity owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit A to this Declaration ("Trinity Property").

B. Drury owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit B to this Declaration ("Drury Property").

C. Tri-City owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit C to this Declaration ("Tri-City Property").

D. Bell owns the real property located in Independence, Jackson County, Missouri, as more fully described on Exhibit D to this Declaration ("Bell Property").

E. Together the Trinity Property, the Drury Property, the Tri-City Property, and the Bell Property are collectively referred to in this Declaration as the "Property." Trinity is developing a mixed-use commercial development on the Property.

F. Declarant intends that the Property be constructed and developed as a mixed-use development ("Development") in accordance with the terms of this Declaration to provide for the preservation, maintenance and enhancement of the value of the Property, and the amenities and opportunities of the Development, and to protect the value and desirability of the Property and the Development.

G. Certain portions of the Property, as more fully described on Exhibit E to this Declaration, are located within a tax increment financing district ("TIF District") created by the City of Independence, Missouri ("City"), and will be developed in accordance with the terms of the Tax Increment Financing Redevelopment Agreement ("Redevelopment Agreement") approved by the City on August 7, 2006, by Ordinance No. 16424, and signed by the City and Trinity dated as of August 30, 2006, as well as in accordance with this Declaration.

H. In connection with the Development, Declarant intends to record one or more subdivision plats, whereby the Property will be divided into separate Lots or Tracts that may be sold, leased or otherwise occupied and conveyed.

I. Capitalized terms used in this Declaration have the meanings set out in Article II below or the meaning ascribed to the term the first time it is used in this Declaration.

## ARTICLE I DECLARATION

Declarant declares that the Property will be held, leased, sold, occupied, operated and conveyed subject to the easements, restrictions, covenants and conditions set out in this Declaration, all of which are for the mutual benefit of Declarant, the Owners of the Lots, and their respective successors, transferees and assigns, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. These easements, restrictions, covenants and conditions will be covenants running with the land and will be binding upon and inure to the benefit of any Person owning, leasing, occupying, or otherwise having or acquiring any right, title or interest in the Property at any time.

## ARTICLE II DEFINITIONS

As used in this Declaration, the following capitalized terms have the indicated meanings:

Section 2.1. "Building" means any permanently enclosed structure placed, constructed or located within the Development, and, for the purpose of this Declaration, includes any appurtenant: (i) canopies and the columns or posts supporting the same, (ii) loading docks, (iii) truck ramps, (iv) other outward extensions of the structure, (v) drive-through lanes, (vi) drive-through facilities, and (vii) automated teller machines.

Section 2.2. "City" means the City of Independence, Missouri.

Section 2.3. "Declarant" includes not only Trinity, Drury, Tri-City and Bell, but also their respective successors, transferees and assigns of their rights, title and interest under this Declaration who assume and agree to perform all of Declarant's obligations under this Declaration arising or accruing after the date of the assignment by a written instrument recorded in the real estate records of Jackson County, Missouri.

Section 2.4. "Default" means any violation of this Declaration (whether any action taken by an Owner that is prohibited by the terms of this Declaration, or whether an Owner's failure to take any action that is required by the terms of this Declaration) not cured within the applicable cure period described in Section 10.5.

Section 2.5. "Force Majeure" means delays due to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, unavailability of materials, damage to work in progress by reason of casualty, or other causes of any kind whatsoever that are beyond the reasonable control of the Person asserting the existing of a Force Majeure. Force Majeure does not include the financial inability to perform, nor does it relieve any Person of any obligation to pay money under this Declaration.

Section 2.6. "Improvement" means any structure or other improvement of any type

constructed or installed on the Property, including, but not limited to, any Building, street, sidewalk, parking lot, driveway, landscaping, and utility, and any replacement for an Improvement.

Section 2.7. "Lot" means any part of the Property identified as a "Lot" on a Plat.

Section 2.8. An obligation to "maintain" something includes not only routine actions to keep it in good order and repair, but also actions necessary to preserve, modify, replace, restore and reconstruct the same.

Section 2.9. "Owner" means the record owner of fee simple title to any Lot, except Declarant, and includes an Owner's successors, transferees and assigns. If more than one Person is the Owner of a Lot, all of the Persons will be deemed a single Owner. The term does not include any contract purchaser or any mortgagee, holder of a deed of trust or other entity holding an interest in any of the Property as security for the performance of an obligation.

Section 2.10. "Person" means any individual, partnership, firm, association, limited liability entity, corporation, trust or any other form of business or government entity.

Section 2.11. "Plat" means any subdivision plat of all or any portion of the Property that is filed of record in the real estate records of Jackson County, Missouri.

Section 2.12. "Private Utility Facility" means any utility system and facility that is not a Public Utility Facility.

Section 2.13. "Public Drainage System" means any public storm water system and facility, including, but not limited to, storm water detention easements and facilities, from time to time situated on or serving the Development.

Section 2.14. "Public Sanitary Sewer System" means any public sanitary sewer system and facility from time to time situated on or serving the Development.

Section 2.15. "Public Water System" means any public domestic and fire protection water systems and facilities from time to time situated on or serving the Development.

Section 2.16. "Public Utility Facilities" means any public utility system and facility from time to time situated on or serving the Development, including, but not limited to, the Public Drainage System, the Public Water System, the Public Sanitary Sewer System, underground electric power cables and systems and underground telephone and television cables and systems in the public right-of-way, and any part of a Private Utility Facility that has been dedicated to and the responsibility for the maintenance thereof has been accepted by the appropriate governmental authority or utility, and all replacements for Public Utility Facilities.

Section 2.17. "Standards" means the architectural and design standards, rules and regulations established by Declarant to enhance and preserve the values, appearance and purposes of the Development, including, but not limited to, any master plan established by Declarant for the Development.

Section 2.18. "Tenant" means any tenant, licensee or other occupant of a Lot.

Section 2.19. "Tract" means any portion of the Property, if any, included in a Plat that has not been designated as a Lot.

Section 2.20. "Zoning Ordinance" means the City's zoning ordinance and any amendments thereto.

### ARTICLE III **RESERVATION AND GRANT OF EASEMENTS**

Section 3.1. General. For purposes of this Article, the following will apply:

(a) A Person granting an easement is sometimes referred to herein as the "Grantor," it being intended that the grant binds and includes not only such Person, but also its successors, transferees and assigns.

(b) A Person to whom an easement is granted is sometimes referred to herein as the "Grantee," it being intended that the grant benefits and includes not only such Person, but also its successors, transferees, assigns, occupants and permittees (although not for the direct benefit of the permittees, the Grantee may permit, from time to time, its occupants and permittees to use the easement); provided, however, that no such permission or the division of the dominant estate will permit or result in a use of the easement in excess of the use contemplated at the date of the creation of the easement.

(c) The word "in," with respect to an easement granted "in" a particular Lot means, as the context may require, "in," "to," "on," "over," "through," "upon," "across," and "under," or any one or more of the foregoing.

(d) Unless otherwise specified as temporary or of a limited duration, all easements granted by this Declaration are perpetual and non-exclusive.

(e) All easements are easements appurtenant and not easements in gross.

(f) The Lot benefitted by each easement constitutes the dominant estate and the Lot encumbered by each easement constitutes the servient estate.

(g) If an Owner transfers or conveys a portion of its Lot in accordance with the terms of this Declaration, those easements granted under this Article that benefit, bind, and burden the remainder of the Lot not transferred or conveyed will continue to benefit, bind and burden the portion of the Lot so transferred or conveyed, and those easements granted under this Article that benefit, bind and burden the portion so transferred or conveyed will continue to benefit, bind and burden the remainder of the Lot of which it was a part.

(h) All easements granted by this Declaration will exist by virtue of this Declaration, without the necessity of confirmation by any other document. Upon the termination of any easement (in whole or in part) or its release in respect of all or any part of

any Lot in accordance with this Declaration's terms, the same will be deemed to have been terminated or released without the necessity of confirmation by any other document. Upon request by a Person, however, the other Persons affected by an easement will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Persons. No grant of an easement pursuant to this Article will impose any greater obligation on any Person to construct or maintain any improvement, except as expressly provided in this Declaration.

**Section 3.2. Easements for Access.** For itself and for the benefit of the Property and each Lot, Declarant grants and subjects all portions of the Property on which a Building is not located to easements for the purpose of providing pedestrian and vehicular traffic ingress to and egress from all public and private streets, driveways, drive aisles, all sidewalks, walkways and plazas, and for cross access between and among the Lots. The use of these easements by any Person entitled to their use will be in common with all other such Persons. These easements are, however, restricted to those portions of the Property used for such purposes at any point in time. No Person may use these easements in such a way that would prevent the free and uninterrupted use of the easements by other Persons entitled to use them.

**Section 3.3. Easements for Services.** For itself and for the benefit of the Property and each Lot, Declarant grants and subjects the Property to easements to all police, firemen, ambulance operators, mail carriers, delivery personnel, garbage and trash removal personnel, and landscaping and maintenance personnel, and all similar persons, and to the local governmental authorities and the Declarant to enter upon the Property in the performance of their duties.

**Section 3.4. Easements for Utility Facilities and Utility Work.**

(a) **Reservation and Grant of Easements.** For itself and for the benefit of the Property and each Lot, Declarant reserves, grants and subjects all portions of the Property on which a Building is not located to easements for the installation, operation, flow, passage, use, maintenance, connection, relocation, and removal ("Utility Work") of Public Utility Facilities and Private Utility Facilities serving any or all of the Lots, together with the right of ingress and egress for Utility Work necessary for the orderly development and operation of the Property except to the extent any such easement and rights of ingress and egress materially affects an Owner's Lot, in which event, such Owner's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, will be obtained. To the extent practicable, all easements and rights of ingress and egress for Utility Work will be located within areas reserved for such purposes in grants of public right of way and by platting.

(b) **Utility Work for Private Utility Facilities.** All Utility Work undertaken by an Owner for Private Utility Facilities will be accomplished at such Owner's sole cost, in an expeditious manner, and in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction. An Owner undertaking Utility Work will take all reasonably necessary measures to minimize any disruption, inconvenience or adverse effect caused by the Utility Work and, except in the case of an emergency, will give the Declarant and any Owners affected by the Utility Work written notice at

least 72 hours before beginning the Utility Work. The Owner undertaking Utility Work will repair, at its own cost and expense, any and all damage caused by such Utility Work and, upon completion of the Utility Work, will promptly restore the affected portion of the Property upon which the Utility Work is performed to a condition which is equal to or better than the condition which existed before the beginning of the Utility Work. The Owner of each Lot covenants that it will fully cooperate with the Declarant and other Owners in connection with Utility Work for Private Utility Facilities. The Owner undertaking Utility Work will promptly pay all costs and expenses associated therewith and will defend, indemnify and hold the Declarant and the other Owners harmless from all liens, claims of lien, injuries, damages, losses, or claims, including reasonable attorney's fees actually incurred at trial and appellate levels, attributable to the performance or non-performance of such Utility Work. Each Owner will, at its sole cost and expense, maintain all Private Utility Facilities necessary to service the Owner's Lot; provided, however, if any portion of the Private Utility Facilities is dedicated to and the responsibility for the maintenance thereof accepted by the appropriate governmental authority or utility, then the maintenance responsibility set out herein with respect to such portion will automatically terminate.

(c) Grant of Additional Easements. Declarant anticipates that it may be necessary to grant additional easements and rights to governmental entities and utility companies as a condition of their providing or continuing Public Utility Facilities that the Development will need. Declarant reserves the right to grant one or more easements over any portion of the Property on which a Building is not located that it deems necessary for Utility Work in connection with Public Utility Facilities, so long as such easements do not materially or adversely affect an Owner's current or anticipated use of its Lot. Upon request, each Owner will promptly sign any documents deemed necessary by the Declarant, governmental entity or utility company to confirm the grant of such easements and rights as long as the terms and conditions of the proposed grant will not unreasonably interfere with the normal operations of the Owner's business located on the Owner's Lot and the Owner will not incur any cost, risk or liability under the documents. To the extent practicable, all such additional easements and rights will be located within areas reserved for such purposes in grants of public right of way and by platting.

Section 3.5. Easement for Surface Water Flow and Public Drainage System. For itself and for the benefit of the Property and all of the Lots, Declarant reserves and grants an easement in any portion of each Lot on which a Building is not located as reasonably necessary for reasonable (but not excessive) surface water run-off from the Property and to conduct surface water run-off as necessary to the Public Drainage System, so long as the easements do not materially or adversely affect an Owner's current or anticipated use of its Lot. The Owner of each Lot will determine, in its reasonable discretion, the most effective location for drainage purposes for the placement of any and all components of a drainage system for surface water run-off to be located on its Lot and will construct and maintain, at its sole cost, any and all components of the drainage system for surface water run-off from its Lot to the Public Drainage System. Once any drainage line or lines for surface water run-off have been installed on any Lot, the portion of the Lot encumbered by the easement granted in this Section will be limited to the area within 10 feet on either side of the center line of the drainage line. To the extent practicable, all such easements will be located within areas reserved for such purposes in grants of public right of way and by platting.

Section 3.6. Temporary Construction and Maintenance Easements. For itself and for the benefit of the Property and all of the Lots, Declarant reserves and grants temporary easements in the

Property for the following:

(a) The initial construction of the Public Utility Facilities and other public Improvements;

(b) The initial construction of Private Utility Facilities, Buildings and other private Improvements on a Lot;

(c) The grading, dumping and dispersal of dirt and fill resulting from construction of the Public Utility Facilities and other public Improvements, Private Utility Facilities, Buildings and other private Improvements on a Lot with the Owner's prior written consent, which consent will not unreasonably be withheld, conditioned or delayed.. With respect to any Lots on which dirt is dumped, the area will be sloped to meet any contiguous property within the Development or public and private streets and driveways, and will be smoothed in a level manner consistent with the contours of the adjoining property, or in accordance with a grading plan approved by the Declarant and the City; and

(d) The maintenance of the Public Utility Facilities and other public Improvements, the Private Utility Facilities, Buildings and other private Improvements on a Lot.

Each Person covenants that its exercise of these easements will not result in damage or injury to the Buildings or other Improvements of any other Person, and will not unreasonably interfere with or interrupt the business operation conducted by any other Person in the Development. Each Person, at its sole cost and expense, will promptly repair, replace or restore any and all of any Improvements that have been damaged or destroyed in such Person's exercise of the easements granted by this Section and, further, will indemnify and defend all other Persons from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees and costs) incurred in connection with or arising out of such Person's exercise of the easements, except to the extent occasioned by the other Person's negligent or wrongful act or omission to act. Nothing in this Section prohibits the Owner of any Lot from granting a temporary construction easement to the Owner of any other Lot.

#### **ARTICLE IV** **RESTRICTIONS**

**Section 4.1. Land Use and Building Type.** All Buildings or other Improvements on the Property may be used only for retail, commercial, office, restaurant, and/or hotel/lodging purposes. Examples of uses that are specifically prohibited include, but are not limited to, the following:

(a) Undesirable entertainment or recreational facilities (e.g., a skating rink, amusement park, carnival, massage parlor, discotheque, dance hall, teen club, night club, bar or tavern or other social encounter club, flea market, head shop, pornographic or "adult" store, or billiard parlor);

(c) Assembling, manufacturing, industrial, processing, rendering, distilling, refining, smelting, agriculture, or moving operations;



(d) Any new or used automobile sales facility, "second hand" store, pawn shop, Army, Navy or government "surplus" store;

(f) Any sporting event or other sports facility (which does not include a retail sporting goods store or fitness center);

(g) Any agricultural use;

(h) Any use, handling, generation, storage, release, disposal or transportation of hazardous materials (including, but not limited to, underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any other hazardous or toxic substances, pollutants, contaminants, wastes or materials), on, about or under the Property, except in the ordinary course of its business and in compliance with all environmental laws, rules or regulations respecting hazardous materials, and all present or future amendments thereto; or

(i) Any noxious or illegal purpose, or any purpose that presents a nuisance or danger to the health, safety or welfare of the public, or for any dumping, incineration or commercial disposal of garbage.

Section 4.2. Approval of Buildings and Other Improvements. No Building or other Improvement may be erected, altered, placed, replaced, or permitted to remain on any Lot unless approved in writing by the Declarant pursuant to this Declaration. No previously approved Building or other Improvement may be used for any purpose other than that for which it was originally approved, unless the use is permitted by this Declaration and the applicable provisions of the Zoning Ordinance and has been approved in writing by the Declarant.

Section 4.3. Uncompleted Buildings or Other Improvements. No Building or other Improvement may be permitted to stand with its exterior in an unfinished condition for more than 12 months after construction or reconstruction has started, subject to Force Majeure. No Building or other Improvement can be occupied or used until the exterior has been completed, unless specifically permitted otherwise by the Declarant, and the City has issued all required permits, including, but not limited to, an occupancy permit.

Section 4.4. Temporary Improvements Prohibited. No Building or other Improvement of a temporary character, including, but not limited to, trailers, tents, shacks, garages, capped basements, barns or other outbuildings, may be constructed or placed on the Property, either temporarily or permanently, except construction trailers that must be removed promptly after completion of construction or reconstruction.

Section 4.6. Garbage and Refuse. Trash, garbage and other waste or refuse will be kept in sanitary containers and housed and screened in a manner specified by the Declarant and/or the City.

Section 4.7. Underground Utilities. All Public Utility Facilities and Private Utility Facilities must be located and maintained underground, except for manhole covers (which must be

flush with adjacent grade) and electrical transformers, and except as otherwise shown on plans approved by the Declarant and the City. This requirement will not be deemed to prohibit the erection of fixtures such as street light standards and fire hydrants on certain portions of the Property.

**Section 4.8. New Construction; No Storage of Materials and Equipment.** All Buildings or other Improvements constructed or reconstructed on a Lot must be newly constructed and not prefabricated. No construction materials or equipment of any kind may be placed or stored on a Lot after completion of the construction or reconstruction of a Building or other Improvements on the Lot, or any additions or alterations to a Building or other Improvements on the Lot. Construction or reconstruction of all Buildings or other Improvements on a Lot must proceed to completion without unreasonable delay, subject to Force Majeure.

At all times when any business in the Development is open to the public: (a) no unreasonable amounts of mud, dirt, construction materials or debris will be permitted to accumulate or remain on any construction area; (b) no construction vehicles, machinery or equipment may be parked or stored on any other Owner's Lot without that Owner's prior written consent; and (c) no construction will unreasonably interfere with the visibility of, access to or operation of the rest of the Development or with normal traffic flow therein. Until construction of a Building or other Improvements has begun on a Lot, the Owner will cause the Lot to be seeded and well maintained at all times, including removal of trash and weeds and periodic mowing as necessary to keep the Lot neat, clean and attractive.

**Section 4.9. Lighting.** After completion of a Building or other Improvements on any Lot, the Owner will keep the Building and Lot fully illuminated each day that the Owner is open for business (as such hours or days of operation may change from time to time) from dusk to at least 30 minutes after the last business operation on its Lot has closed, and will keep any interior Building security lights on from dusk until dawn.

**Section 4.10. Signage.** Each Owner may install and maintain such signs on the interior of the Building located on its Lot, except to the extent limited or prohibited by applicable provisions of the Zoning Ordinance. Any exterior signage must comply with the Standards and applicable provisions of the Zoning Ordinance and must be approved in advance by the Declarant (which consent will not be unreasonably withheld). At its sole cost and expense, each Owner will install and maintain a monument sign located on its Lot, which must be in compliance with the Standards and approved in advance by the Declarant with respect to location, size, design, material and letter style. No pylon or rooftop signage is permitted.

## **ARTICLE V** **ARCHITECTURAL CONTROL** **AND CONSTRUCTION**

**Section 5.1. Architectural Requirements and Standards.** The Standards are to establish and preserve the values, appearance and purposes of the Development. The Standards: (a) may contain general provisions applicable to all of the Property, as well as specific provisions which vary according to land use and from one portion of the Property to another, depending on the location and unique characteristics of that area; (b) are intended to provide guidance to Owners regarding

matters of particular concern to the Development; and (c) are not the exclusive basis for decisions relating to the approvals required by this Declaration. Compliance with the Standards does not guarantee Declarant's or the City's approval of any Building or other Improvement. Declarant may augment the Standards to provide additional or more restrictive Standards for the Development; provided, however, any changes to the Standards may not be inconsistent with the general intent to develop and maintain a high-quality mixed-use commercial development. Any changes to the Standards will be prospective only and will not apply to require modification to or removal of a Building or other Improvement previously approved if construction or reconstruction of the Building or other Improvement has begun within 12 months of the changes to the Standards and is being reasonably pursued to completion. Copies of any changes to the Standards will be made available to the Owners.

Section 5.2. Declarant's Approval of Design, Appearance and Use. Subject to the Standards, Declarant will be the sole regulator of the design, appearance, use, location and maintenance of all Buildings and other Improvements in the Development. Without Declarant's prior written approval: (a) no Building or other Improvement of any kind may be commenced, constructed, reconstructed, placed, planted or maintained on any portion of the Property; (b) no platting, architectural, engineering, grading or site plan pertaining to the development of any Building or other Improvement may be implemented; and (c) no addition, alteration, modification or changes to any of the foregoing may be made.

Section 5.3. Application and Review of Plans. Before an Owner takes any of the actions set out in Section 5.2 above, it must submit the proposed plans and specifications (including, but not limited to, plans for Private Utility Facilities, signage, grading, site lighting, landscaping, and exterior design and exterior façade) ("Plans") for the Building or other Improvements to the Declarant. Declarant will evaluate and review all Plans using standards of the highest level as to the desired aesthetics, design, creativity, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. Declarant is, in all instances, permitted to consider the overall intent of the Development. Declarant may refuse to approve any Plans that, in its sole and absolute discretion, are not suitable or desirable for the Development. In approving or disapproving Plans, the Declarant may consider: (a) the suitability of the proposed Building or other Improvement; (b) the proposed materials; (c) the proposed landscaping; (d) the proposed site; (e) the harmony of the proposed Building or other Improvement with the rest of the Development; and (f) all other matters it deems advisable. All approvals by the Declarant must be in writing and sent to the Owner. If Declarant fails to either approve or disapprove Plans within 30 days after the Plans have been submitted in accordance with adopted procedures, approval of the Plans is deemed granted, except to the extent they are inconsistent with applicable provisions of the Zoning Ordinance. Non-material modifications to the Plans not affecting the exterior appearance of the proposed Building or other Improvements will not require the Declarant's approval. No changes in the use, location or configuration of that part of the Improvements consisting of the driveways, access points, access ways and parking areas on any approved Plans may be made without the written approval of the Owner(s) of the affected Lot(s) and the Declarant. Declarant may charge a reasonable fee for each review of preliminary and/or subsequent Plans, and may adopt additional written procedures for submitting Plans for review and will make them available to the Owners.

Section 5.4. Failure to Comply With Plans. If an Owner fails to act in accordance with the

Plans approved by the Declarant, or if an Owner takes any action requiring Declarant's consent or approval under this Declaration without obtaining the required consent or approval, subject to the notice and cure provisions for violations of this Declaration, the Owner may be required to promptly remove, alter or otherwise remedy any such violation, at the Owner's sole cost.

Section 5.5. City Approval. In addition to the Declarant's consent or approval, the Owner must obtain any necessary approvals from the City and any other political subdivision or governmental agency having jurisdiction over the Lot, and must comply with any and all applicable Zoning Ordinance provisions.

Section 5.6. Construction of Improvements. Each Owner acknowledges that, during construction of public Improvements, or Buildings or other Improvements on any Lot, or the maintenance of such public Improvements, or Buildings or other Improvements, access, parking and vehicular and pedestrian circulation may be temporarily impeded, interrupted or blocked because of such activities. The Owner of a Lot under construction or maintenance will minimize the disruption to other Lots and the Development to the extent consistent with safety, sound construction practices and procedures, and applicable governmental requirements and, in furtherance thereof, will: (a) proceed diligently to complete all construction or maintenance, (b) keep access to and from the Lot to the public rights-of-way open at all times, and (c) keep all construction materials and equipment within the Owner's Lot. No Building, barricade or permanent structure may be placed, erected or constructed on any easement, or on any street or gutter of any Lot, except loading and delivery docks and covered areas attached to such docks, trash enclosures, directional signs, bumper guards or curbs, shopping cart corrals, paving, landscaping and landscape planters, lighting standards, driveways, sidewalks, walkways, parking stalls, roof overhangs, and columns or pillars supporting roof overhangs, and any other Improvements as may be required under applicable laws, rules, regulations and ordinances of any governmental entity having jurisdiction over the Lot. Once begun, such work must be diligently pursued to completion and must be completed within a reasonable time. Weather permitting, all paving and landscaping must be finished upon completion of the Building or within a reasonable period thereafter. Any maintenance or reconstruction of a Building or other Improvement on a Lot must be performed with materials equal in quality to the original. Upon completion of the construction or maintenance, the Owner will restore the area affected by the work to its condition, as nearly as possible, before the work.

All construction activities performed by an Owner on its Lot must be performed in a good and workmanlike manner, in accordance with this Declaration and all applicable laws, rules, regulations, orders, ordinances and permits of or issued by the City or other governmental entity, subject to the Owner's right to contest laws, rules, regulations, orders and ordinances which do not materially interfere with the rights of any other Owner, provided such contest: (i) is conducted in accordance with applicable law, (ii) actively and diligently pursued to its conclusion, (iii) does not materially impair the easement rights or any other rights of the Declarant or any other Owner granted herein, and (iv) does not result in the placement of any lien on the title to such Owner's Lot. Each Owner will indemnify and defend the Declarant and the other Owners from all claims, actions, demands, causes of action, losses and proceedings and costs incurred in connection therewith (including attorneys' fees actually incurred and costs of suit at trial and appellate levels) resulting from any accident, act, omission, cost, expense, injury or loss or damage whatsoever occurring to any individual or entity or to the property of any

individual or entity arising out of or resulting from the performance of any construction and maintenance activities performed or authorized by such indemnifying Owner or by, through or under such Owner.

**ARTICLE VI**  
**OWNERS' MAINTENANCE OBLIGATIONS; TAXES**

**Section 6.1. Owners' Maintenance Obligations.** Each Owner will, at its sole cost, maintain its Lot and any Building or other Improvement located thereon in good condition and repair in accordance with the standards of good commercial development. Such obligation to maintain will include, but is not limited to, the following, when and as necessary:

- (a) Maintaining the surfaces of the parking areas, drive aisles, access drives and sidewalks in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as is equal in quality, use and durability;
- (b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse from the Lot and thoroughly sweeping the parking areas, drive aisles, access drives, sidewalks, etc. to keep the Lot in a clean and orderly condition;
- (c) Placing, maintaining and replacing directional signs, markers and lines on the Lot;
- (d) Operating, maintaining and replacing all lighting facilities on the Owner's Lot and/or Building or other Improvements;
- (e) Maintaining all perimeter and exterior Building walls, including, but not limited to, all retaining walls in a good condition and state of repair;
- (f) Operating, maintaining and replacing all signage on the Lot permitted by the City or this Declaration;
- (g) Keeping the inside and outside of all glass in the doors and windows of its Building clean and promptly replacing any broken or cracked glass in its Building;
- (h) Keeping garbage, trash, rubbish and other refuse in proper containers or compactors in the places designated for such purposes until removed;
- (i) Keeping any exterior shipping/receiving dock area; any truck ramp or truck parking area, any recycling center or similarly designated area for the collection of items intended for recycling; and any refuse, compactor or dumpster area in good repair and a clean, orderly and sanitary condition;
- (j) Maintaining, mowing, weeding, trimming and watering all landscaped areas on the Lot and making such replacements of shrubs and other landscaping as is necessary; and

(k) Operating, maintaining and replacing, where necessary, all Private Utility Facilities located on the Lot that serve only its Lot.

Each Owner covenants that it will cooperate with the Declarant and each other Owner in good faith with respect to maintenance and, to the extent reasonably possible, coordinate such maintenance.

Section 6.2. Taxes. Each Owner will pay, or cause to be paid, directly to the taxing authority before delinquency, all real property taxes and other special taxes and assessments (collectively, "Taxes") levied against the Owner's Lot and the Building or other Improvements located thereon; subject, however, to the right of the Owner to contest the amount or validity of all or any part of the Taxes, so long as such contest is pursued with reasonable diligence and in good faith. Notwithstanding the foregoing, each Owner of a TIF District Lot (defined in Section 7.1 below) agrees that it will not seek to reduce the amount of Taxes payable by taking any action that might otherwise permit the TIF District Lot to be taxed at a lower rate than the applicable commercial rate (e.g., planting hay on the TIF District Lot before constructing a Building or other Improvements thereon in order to be taxed at an agricultural rate instead of at a commercial rate).

## ARTICLE VII TAX INCREMENT FINANCING AND COMMUNITY IMPROVEMENT DISTRICT

Section 7.1. Tax Increment Financing. Each Owner acknowledges that certain Lots are located within the TIF District (each a "TIF District Lot") and that the TIF District Lots are subject to the terms and conditions of the Redevelopment Agreement, in addition to the terms and conditions of this Declaration. The TIF District Lots are identified on Exhibit E to this Declaration. Each Owner of a TIF District Lot further acknowledges that certain taxes generated by economic activities on the Owner's Lot, including sales taxes, will be used as provided in the Redevelopment Agreement. Upon written request, each Owner of a TIF District Lot will (and will require any Tenant to do so) provide such Owner's (or Tenant's) sales tax identification number and state sales tax information for its economic activities located in the TIF District certified by the Owner's (or Tenant's) chief financial officer and will provide such other information regarding other local taxes generated by economic activities on the Owner's Lot as the City (and/or the City's TIF Commission) may require, all in the format prescribed by them. Each Owner of a TIF District Lot acknowledges that the City (and/or the City's TIF Commission) is third-party beneficiary of these obligations, and that the City (and/or the City's TIF Commission) may enforce these obligations in any manner provided by law. Each Owner of a TIF District Lot further acknowledges that these obligations are covenants running with the land and are binding on Owner and its successors, assigns, transferees, and Tenants, and will only terminate upon the passage of an ordinance by the City terminating the Redevelopment Agreement. Each Owner of a TIF District Lot, without cost to such Owner, agrees to reasonably cooperate with Declarant in order to obtain the issuance by the appropriate authority of such documentation as is necessary (e.g., an inducement resolution) to obtain tax increment financing ("TIF Financing") for the purpose of bringing utilities to the Property, constructing roadways, drainage improvements, site improvements and such other improvements as may be permitted under the statutes of the State of Missouri, all of which will benefit the Property. As available in the State of Missouri, TIF Financing is a financing means available to developers allowing for the utilization of anticipated increases in ad valorem taxes and economic activity taxes to finance certain improvements and is not a special assessment imposed

against a Lot or the Improvements thereon. If TIF Financing is utilized, increased ad valorem taxes and economic activity taxes will be utilized to service the TIF Financing.

Section 7.2. Community Improvement District. Each Owner (on its own behalf and on behalf of any Tenant of such Owner's Lot) acknowledges that Declarant intends to create a community improvement district ("CID") that includes the Property. All Lots are expected to be included within the CID. The CID's purposes will include constructing and maintaining the public Improvements (including, but not limited to, public streets, sidewalks and Public Utility Facilities) within the Development, as well as constructing and maintaining public Improvements located within the public right-of-way of Little Blue Parkway between I-70 and Valley View Road, Valley View Parkway east of Little Blue Parkway, and Heartland Road. Each Owner acknowledges that any CID created may be funded by a sales tax and/or special assessments levied against the Property within the CID. Each Owner further acknowledges that, if a CID is created, the Owner will be obligated to collect any additional sales tax imposed by the CID, in addition to all other sales taxes to be collected by the Owner as a result of business activities on the Owner's Lot, and that the Property and the Lots may become subject to special assessments levied against the real property within the CID. If necessary, each Owner will, without cost to such Owner, sign all consents and/or applications as are necessary to permit the creation or amendment of a CID.

## ARTICLE VIII CASUALTY AND CONDEMNATION

Section 8.1. Casualty. If all or any portion of a Building or other Improvement on a Lot is damaged or destroyed by fire or other casualty (whether insured or not), the Owner of the Lot will promptly remove the debris resulting from such event and begin to reconstruct or replace such damaged or destroyed Building or other Improvement, provided that all provisions of this Declaration are complied with. All areas on a Lot on which a Building or other Improvement are not reconstructed or replaced following a casualty must be graded to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Property or any portion thereof, and must be either covered by a one-inch asphalt dust cap or seeded or sodded, and kept weed-free and clean at the Owner's sole cost and expense until a new Building or other Improvement is reconstructed thereon.

Section 8.2. Condemnation. If all or any portion of any Building or other Improvement on a Lot or access thereto is condemned, or conveyed in lieu of condemnation (any such action being a "Condemnation"), the Owner of the Lot on which the Building or other Improvement are located will have the same rights and obligations with respect to restoration, removal or replacement of the remaining portion of any Building or other Improvement as are set out in Section 8.1 above, but only to the extent of any Condemnation proceeds allocated by the court or condemning party, as the case may be, to such restoration, removal or replacement and actually received by the Owner of the Condemned Lot. All areas on a Lot on which a Building or other Improvement are not reconstructed or replaced following a Condemnation must be graded to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Property or any portion thereof, and must be either covered by a one-inch asphalt dust cap or seeded or sodded, and kept weed-free and clean at the Owner's sole cost and expense until a new Building or other Improvement are reconstructed thereon. Nothing in this Declaration is to be construed as giving any Person any interest in any award or payment made to the Owner of a Lot in connection with any

Condemnation affecting such Owner's Lot or giving the public or any governmental entity any rights in said Lot.

## **ARTICLE IX** **INDEMNIFICATION AND INSURANCE**

**Section 9.1. Indemnification.** Each Owner will indemnify and defend Declarant and its successors, assigns, officers, directors, employees, agents and contractors, and the other Owners and occupants of the Property from any and all liability, loss, damages, expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, interest, fines, penalties, claims and judgments arising from injury, or claim of injury, occurring on or from the Owner's Lot, to person or property of any and every nature, resulting from the willful misconduct or negligent act or omission of the indemnifying Owner.

**Section 9.2. Owner's Insurance.** Each Owner must maintain, or cause to be maintained, at no cost to Declarant or the other Owners:

- (a) a policy of property insurance on a special causes of loss form insuring the Owner's Buildings or other Improvements on the Owner's Lot (excluding footings, foundations and underground Improvements) in an amount equal to the full replacement cost of same;
- (b) worker's compensation insurance in accordance with law; and
- (c) commercial general liability insurance on the Lot with combined single limit coverage of not less than \$5,000,000 per occurrence for property damage and bodily injury (including death), which must be on a primary, non-contributory basis.

The Owner must name Declarant as an additional insured as its interest may appear under the liability insurance policy. Such insurance must also insure the Owner's indemnity obligations under **Section 9.1** to the extent they are insurable. The insurance coverage required to be carried by an Owner may be carried in whole or in part under any plan of self-insurance that an Owner may from time to time have in force and effect so long as the Owner (or the Owner's parent entity) has and maintains \$100,000,000 or more of net worth (calculated in accordance with generally accepted accounting principles consistently applied) as evidenced by a certificate of the chief financial officer of such entity and the amount self-insured does not exceed 2% of such net worth, delivered annually to Declarant, and/or under a "blanket" policy or policies of the Owner or the Owner's parent entity, if that policy otherwise complies with the requirements of this Declaration. These insurance limits are subject to increase from time to time by such amounts as Declarant may reasonably determine is necessary or desirable, as may be evidenced by the practice of similarly situated properties in the Kansas City metropolitan area. The Owner of each Lot must furnish Declarant with a certificate evidencing the required insurance upon request.

**Section 9.3. Policy Standards.** All policies of insurance to be maintained by an Owner must be issued by insurance companies with a general policyholder's rating of not less than A- and a financial rating of Class X or better, as rated in the most current available *Best's Insurance Guide*, and qualified to do business in the state in which the Property is located. Certificates of



the policies of insurance must be delivered to the Declarant upon request (made no more often than annually). All policies of insurance must contain an endorsement stating that the insurance will not be cancelled or amended except upon at least 30 days' prior written notice, if available, to the Declarant sent certified mail, return receipt requested. Whenever a policy expires or terminates, renewal or additional policies must be procured and maintained by the Owner in like manner and to like extent.

## **ARTICLE X GENERAL PROVISIONS**

**Section 10.1. Burden and Benefit; Persons Bound.** This Declaration will be binding upon and inure to the benefit of the Property, the Declarant and all of the Owners, and their respective successors, transferees, assigns, heirs and personal representatives, and upon any Person acquiring a Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise. If an Owner sells or transfers all or any portion of its interest in a Lot, the Owner will, upon the sale and conveyance of title, be released and discharged from all of its obligations as an Owner in connection with the property sold by it arising under this Declaration after its period of ownership, but will remain liable for all obligations arising under this Declaration before the sale and conveyance of title. The new Owner of any such Lot or any portion thereof (including, without limitation, any Owner or lienholder who acquires its interest by foreclosure, trustee's sale or otherwise) will be liable for all obligations arising under this Declaration with respect to such Lot or portion thereof during its period of ownership.

**Section 10.2. Duration.** Unless otherwise canceled or terminated, all of the permanent easements granted in this Declaration will continue into perpetuity. All other rights, restrictions and obligations as they relate to the use of the Property will automatically terminate and be of no further force and effect after 99 years from the Effective Date. Any obligations for maintenance, or an obligation to indemnify another party, will survive for the applicable statute of limitations with respect to bringing a claim for such obligations.

**Section 10.3. Violation; Default; Right to Cure.** An Owner will be deemed to be in violation of this Declaration only upon the expiration of 30 days from receipt of written notice from Declarant or any other Owner specifying the violation, unless such Owner has cured the violation specified in the notice of violation before expiration of the 30-day period. The Owner will not be deemed to be in default if the violation (except a violation for failure to pay money) is of a character as reasonably to require more than 30 days to cure and the Owner begins to cure the same within the 30-day period and thereafter pursues the cure to completion in good faith and with reasonable diligence.

Declarant or the Owner giving the notice (the "Curing Party") will have, in addition to any other remedy provided at law or in equity, or in this Declaration, the right (but not the obligation) to perform the obligation on behalf of the defaulting Owner, and the defaulting Owner must reimburse the Curing Party for the cost of curing the violation within 30 days after receipt of a billing therefor and proof of payment thereof. If the defaulting Owner does not reimburse the Curing Party within the 30-day period, the Curing Party has the right to exercise any and all rights which the Curing Party might have at law or in equity to collect same, and have a lien on the property owned by the defaulting Owner to the extent of the amount paid by the Curing Party and not reimbursed by the

defaulting Owner. Amounts expended by the Curing Party will bear interest at the rate 1.5% per month from the date of billing until paid. Such lien may be filed of record by the Curing Party as a claim against the defaulting Owner, in the form required by law, in the real property records of Jackson County, Missouri. The lien so claimed will attach from the date of recording in the amount claimed by the Curing Party, and it may be enforced and foreclosed in any manner allowed by law. The lien, when so established against the real property described in the lien, will be prior and superior to any right, title, interest, lien or claim that may be or is acquired or attached to the real property after the time of recording of the lien, but will be subordinate to the terms and conditions of any existing liens against the property.

Section 10.4. Violation Will Not Permit Termination. No violation of this Declaration by Declarant or any Owner will entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation will not affect in any manner any other rights or remedies which such Owner may have arising by reason of such breach.

Section 10.5. Enforcement; Remedies Cumulative; Waiver. Declarant and each and every Owner may enforce all easements, restrictions, covenants, liens and charges now or hereafter imposed by this Declaration, including, but not limited to, the right to enjoin any violation or threatened violation of this Declaration by any proceeding at law and in equity in a court of competent jurisdiction. The right of injunction will be in addition to all other remedies set out in this Declaration or provided by law. Except as otherwise provided in this Declaration, the various rights and remedies contained in this Declaration and reserved to the Declarant and the Owners are not to be construed as exclusive of any other right or remedy, but are to be construed as cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy will impair any such right, power or remedy, or be construed as a waiver of any default or non-performance, or as acquiescence therein.

Section 10.6. Notices. All notices, approvals, consents or other communications authorized or required by this Declaration must be in writing and given by personal service, by United States certified mail, return receipt requested, or by established express overnight delivery service, postage or delivery charge prepaid, and addressed to the appropriate party as provided herein. Notices to an Owner will be sent to the Person and address shown as the Owner of the respective Lot on the then current real property tax rolls of Jackson County, Missouri. Notices to Declarant are to be sent to the following address:

Trinity Real Estate Development, Inc.  
3171 NE Carnegie Drive, Suite 119  
Lee's Summit, Missouri 64064

The Person and address to which notices are to be given may be changed at any time by Declarant or any Owner by written notice to the other parties. All notices given pursuant to this Declaration will be deemed given upon receipt. For purposes of this Declaration, the term "receipt" means the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified above as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the Person specified above, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of

receipt of notice of refusal or notice of non-delivery by the sending party.

**Section 10.7. Joint and Several Obligations.** If an Owner is composed of more than one Person, the Owner's obligations are joint and several.

**Section 10.8. Attorneys' Fees.** If a party initiates or defends any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable) will be entitled to recover from the non-prevailing party its reasonable costs and attorneys' fees (including, without limitation, its reasonable attorneys' fees and costs on any appeal), as determined by the court.

**Section 10.9. No Joint Venture or Third Party Beneficiary Rights.** This Declaration is not intended to create, nor will it be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between or among the Declarant, the Owners in their respective businesses, or otherwise, nor will it cause them to be considered joint venturers or members of any joint enterprise. Each Owner will be considered a separate owner and no Owner will have the right to act as an agent for the Declarant or another Owner, unless expressly authorized to do so in this Declaration or by separate written instrument signed by the Declarant or the Owner to be charged. Except as specifically provided herein, this Declaration is not intended to create any third party beneficiary rights.

**Section 10.10. Force Majeure.** When a period of time is prescribed for any action to be taken by Declarant or an Owner, the Declarant or the Owner will not be liable or responsible for, and there will be excluded from the computation of the period of time, any delays due to Force Majeure.

**Section 10.11. Captions and Headings.** The captions and headings in this Declaration are for reference only and are not to be used to define or limit the scope or intent of any of the terms or provisions contained herein.

**Section 10.12. Severability.** Invalidation of any of the terms and provisions of this Declaration will result in severing such term or provision from this Declaration, and such result will in no way affect any other terms or provisions hereof, which will remain in full force and effect.

**Section 10.13. Amendment.** Except amendments to subject additional Declarant real property to the restrictions, covenants, conditions and easements of this Declaration, or to release any of Declarant's property from the restrictions, covenants and easements of this Declaration, this Declaration may be amended, in whole or in part, only by a written instrument signed by the Declarant and all of the Owners and recorded in the real estate records of Jackson County, Missouri. Declarant's rights of participation, consent, approval and notice, and any and all other rights reserved to the Declarant in this Declaration will not expire or terminate until the later of: (a) 2 years after the sale by Declarant of the last Lot in the Development; or (b) the date that the Declarant ceases to have any obligations under the Redevelopment Agreement.

**Section 10.14. Estoppel Certificate.** Upon reasonable request, each Owner or Declarant will, within 15 days after written request, promptly furnish to a requesting party an estoppel certificate in a form reasonably satisfactory to the requesting party to the effect that this Declaration

is in full force and effect, and that the Owner or Declarant is not in default under this Declaration.

**Section 10.15. Rights and Obligations of Lenders or Lien Holders.** If, by virtue of any right or obligation set out in this Declaration, a lien is placed upon an Owner's Lot, such lien will expressly be subordinate and inferior to the lien of any lender or other lien holder now or hereafter holding a first lien on such Lot. Any first lien holder on an Owner's Lot, and any assignee or successor in interest of such first lien holder, will be subject to the terms and conditions of this Declaration.

**Section 10.16. Non-Merger.** This Declaration is not subject to the doctrine of merger.

**Section 10.17. Governing Law.** This Declaration is governed by Missouri law, without regard to its conflicts of law provisions.

**Section 10.18. Designated Declarant.** Drury, Tri-City and Bell hereby designate Trinity as their agent and the party responsible for exercising all of the Declarant's rights and performing all of the Declarant's obligations under the provisions of this Declaration, including, but not limited to, reviewing and approving the design, appearance and use of all Buildings and other Improvements in the Development, providing any necessary consents and notices, enforcing the terms of this Declaration, and amending this Declaration.

*[The next pages are the signature pages.]*

IN WITNESS WHEREOF, Declarant has signed this Declaration as of the Effective Date.

TRINITY REAL ESTATE DEVELOPMENT,  
INC.

By:   
Mark Bainbridge, Vice President

**ACKNOWLEDGMENT**

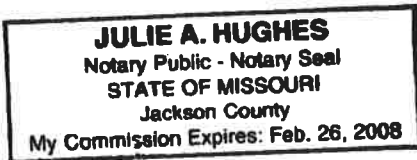
STATE OF MISSOURI     )  
   ) ss.  
COUNTY OF JACKSON     )

On this 13 day of January, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Mark Bainbridge, known to me to be the person who executed the foregoing instrument as the Vice President of Trinity Real Estate Development, Inc., a Missouri corporation, and acknowledged that he executed the instrument as his free and voluntary act on behalf of said corporation for the purposes therein stated.

My Commission Expires:


2-26-08

  
Notary Public



Declaration of Easements, Covenants, Conditions, and Restrictions – Trinity Woods  
Signature Page - Drury Development Corporation

**DRURY DEVELOPMENT CORPORATION**

By:   
Larry W. Hasselfeld  
Senior Vice President and CFO

**ACKNOWLEDGMENT**

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF ST. LOUIS        )

On this 16th day of March, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Larry W. Hasselfeld, known to me to be the person who executed the foregoing instrument as the Senior Vice President and CFO of Drury Development Corporation, a Missouri corporation, and acknowledged that he executed the instrument as his free and voluntary act on behalf of said corporation for the purposes therein stated.

  
Notary Public

My Commission Expires: 9-14-2007

DAVID E. WILSON  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
COUNTY OF ST. LOUIS  
MY COMMISSION EXPIRES: SEPTEMBER 14, 2007

Declaration of Easements, Covenants, Conditions, and Restrictions – Trinity Woods  
Signature Page – Tri-City Baptist Church

**TRI-CITY BAPTIST CHURCH**

By: *Carl D. Herbster*  
Carl D. Herbster, President

**ACKNOWLEDGMENT**

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF JACKSON        )

On this 20<sup>th</sup> day of <sup>February</sup> ~~January~~, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Carl D. Herbster, known to me to be the person who executed the foregoing instrument as the President of Tri-City Baptist Church, a Missouri not-for-profit corporation, and acknowledged that he executed the instrument as his free and voluntary act on behalf of said corporation for the purposes therein stated.

*Gary L. Peltier*  
Notary Public

My Commission Expires: 8-11-09



GARY L. PELTIER  
My Commission Expires  
August 11, 2009  
Jackson County  
Commission #05754342

Declaration of Easements, Covenants, Conditions, and Restrictions – Trinity Woods  
Signature Page – Bell Development, Inc.

BELL DEVELOPMENT, INC.

By Faith N. Bell  
Faith N. Bell, President

**ACKNOWLEDGMENT**

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

On this 15<sup>th</sup> day of ~~April~~<sup>May</sup>, 2007, before me, the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared Faith N. Bell, known to me to be the person who executed the foregoing instrument as the President of Bell Development, Inc., a Kansas corporation, and acknowledged that she executed the instrument as her free and voluntary act on behalf of said corporation for the purposes therein stated.

**DONNA L. OGLESBEE**  
Notary Public - State of Kansas  
My Appt. Expires 2-6-2010

Donna L. Oglesbee  
Notary Public

My Commission Expires: 2-6-2010



## EXHIBIT A

### LEGAL DESCRIPTION OF TRINITY PROPERTY

#### Tract 1

A tract of land situated in the south half of the northwest quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson county, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road) and west of Heartland Avenue (formerly Heartland Road), being more particularly described as follows:

Beginning at the southwest corner of said quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 (Deed 726.52 feet) feet to the true point of beginning, said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 848.10 feet to the westerly right of way line of Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document 1999I0021208; thence S 31°31'28"E along said right of way line a distance of 151.17 feet; thence S 34°23'13"E (Deed S 34°21'57"E) along said right of way line a distance of 100.12 feet to a point on the westerly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence S 31°31'28"E (Deed S 31°34'02"E) along said right of way line a distance of 152.92 feet to the p.c. of a curve to the right having a radius of 275.0 feet; thence along said curve and right of way line a distance of 76.51 feet (Deed 76.79 feet) to the p.t. of said curve; thence S 15°35'01"E (Deed S 15°34'02"E) a distance of 64.87 feet (Deed 68.81 feet) to a point on the northerly right of way line of Valley View Road; thence southwesterly along said right of way line on a curve to the left having an initial tangent bearing of S 70°06'36"W (Deed S 70°07'36"W), a radius of 332.94 feet, and a distance of 14.83 feet to a point on the south line of said quarter section; thence N 87°55'57"W (Deed N 87°54'57"W) along said south line a distance of 972.54 feet (Deed 967.61 feet) to the point of beginning.

#### Tract 2

A tract of land situated in the south half of the northwest quarter and in the south half of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, lying southeast of Little Blue Parkway (formerly Selsa Road), east of Heartland Avenue (formerly Heartland Road), west of Valley View Parkway, north of Valley View Road and south of Crackerneck road, being more particularly described as follows:

Beginning at the southwest corner of said Northwest quarter; thence S 87°55'57"E (Deed S 87°54'57"E) along the south line of said quarter section a distance of 721.69 feet (Deed 726.52 feet) said point being on the southeast right of way line of Little Blue Parkway (formerly Selsa Road) as described in conveyance of right of way, Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E (Deed N 58°23'52"E) along said right of way line a distance of 908.10 feet to the true point of beginning, said point being on the easterly right of way line of Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence N 58°26'26"E (Deed N 58°23'52"E) along said southeast right of way line a distance of 874.10 feet to a point on the westerly line of Valley View Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208; thence S 76°33'34"E along last said right of way line a distance of 35.35 feet; thence S 31°33'34"E along said right of way line a distance of 490.00 feet; thence N 58°26'26"E continuing along said right of way line a distance of 60.00 feet; thence N 31°33'34"W continuing along said right of way line a distance of 65.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southerly right of way line of Crackerneck Road as described in last said documents; thence N 58°26'26"E continuing along said right of way line a distance of 222.82 feet to the p.c. of a curve to the right having a radius of 375.00 feet; thence along said curve and right of way line a distance of 196.35 feet to the p.t. of said curve; thence N 88°26'26"E continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 275.00 feet; thence along said curve and right of way line a distance of 414.80 feet to the p.t. of said curve; thence N 02°01'02"E continuing along said right of way line a distance of 126.57 feet; thence N 47°01'02"E continuing along said right of way line a distance of 35.36 feet; thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence

N 02°01'02"E continuing along said right of way line a distance of 20.77 feet (Deed 20.00 feet) to a point on the north line of the southwest quarter of the northeast quarter of said section; thence S 87°51'03"E along said north line a distance of 709.61 feet to the northwest corner of the southeast quarter of the northeast quarter of said section; thence S 87°51'03"E along the north line of last said quarter quarter section a distance of 1034.11 feet to a point on the westerly right of way line of the Chicago & Alton Railroad Company; thence S 13°58'05"E along said railroad right of way line a distance of 104.09 feet to a point that is 100.00 south of last said north line; thence N 87°51'03"W along a line that is 100.00 feet south of and parallel with said north line a distance of 198.70 feet to a point that is 450.00 feet west of the east line of last said quarter quarter; thence S 02°34'36"W along a line that is 450.00 feet west of and parallel with last said east line a distance of 450.55 feet to a point that is 770.00 feet north of the south line of said northeast quarter; thence N 88°02'47"W along a line that is 770.00 feet north of and parallel with last said south line a distance of 1363.25 feet to a point that is 500.00 feet west of the east line of the southwest quarter of the northeast quarter of said section; thence S 02°23'08"W along a line that is 500.00 feet west of and parallel with last said east line a distance of 770.02 feet to a point on the south line of last said quarter quarter section; thence N 88°02'47"W along last said south line a distance of 54.41 feet to a point on the northerly right of way line of Valley View Road; thence westerly along said right of way line on a curve to the left having an initial tangent bearing of N 62°03'32"W, a radius of 605.00 feet and a distance of 251.29 feet to the p.t. of said curve; thence N 85°51'24"W along last said right of way line a distance of 37.06 feet to the p.c. of a curve to the left having a radius of 2280.00 feet; thence continuing along said curve and right of way line a distance of 309.16 feet to the p.t. of said curve; thence S 86°22'27"W continuing along said right of way line a distance of 67.34 feet; thence S 84°50'02"W continuing along said right of way line a distance of 132.33 feet to a point that is 30.00 feet north and 30.00 feet west of the southeast corner of the northwest quarter of said section; thence N 87°55'57"W (Deed N 87°54'57"W) continuing along said right of way line a distance of 773.81 feet (Deed 773.80 feet) to the p.c. of a curve to the left having a radius of 332.94 feet; thence along said curve and right of way line a distance of 77.55 feet to a point on the easterly right of way line of Heartland Avenue as described in Document No. I-1047972 in Book I-2137 at Page 1868; thence N 15°35'01"W (Deed N 15°34'32"W) along last said right of way line a distance of 64.87 feet (Deed 68.61 feet) to the p.c. of a curve to the left having a radius of 325.00 feet; thence along said curve and right of way line a distance of 90.42 feet (Deed 90.76 feet) to the p.t. of said curve; thence N 31°31'28"W (Deed N 31°34'02"W) continuing along said right of way line a distance of 152.91 feet to a point on the easterly right of way line of said Heartland Avenue as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021208; thence N 28°39'44"W along said right of way line a distance of 100.13 feet; thence N 31°31'28"W continuing along said right of way line a distance of 151.21 feet to the true point of beginning.

### Tract 3

A tract of land situated in the southeast quarter of the northwest quarter and in the southwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of said Section; thence S 87°51'03"E along the north line of said quarter quarter a distance of 40.00 feet to the true point of beginning; thence S 87°51'03"E continuing along said north line a distance of 365.45 feet to a point on the right of way line of Crackerneck Road and Valley View Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected in Document No. 1999I0021208; thence S 02°01'02"W along said right of way line a distance of 21.23 feet (Deed 20.00 feet) thence S 87°58'58"E continuing along said right of way line a distance of 50.00 feet; thence S 42°58'58"E continuing along said right of way line a distance of 35.36 feet; thence S 02°01'02"W continuing along said right of way line a distance of 126.57 feet to the p.c. of a curve to the right having a radius of 225.00 feet; thence along said curve and right of way line a distance of 339.38 feet (Deed 339.34 feet) to the p.t. of said curve; thence S 88°26'26"W continuing along said right of way line a distance of 10.00 feet to the p.c. of a curve to the left having a radius of 425.00 feet; thence along said curve and right of way line a distance of 222.53 feet to the p.t. of said curve; thence S 58°26'26"W continuing along said right of way line a distance of 222.82 feet; thence N 76°33'34"W continuing along said right of way line a distance of 35.35 feet; thence N 31°33'34"W continuing along said right of way line a distance of 325.00 feet; thence N 13°26'26"E continuing along said right of way line a distance of 35.35 feet to a point on southeast right of way line of Little Blue Parkway as described in Document No. 97I-75904 in Book I-3105 at Page 1332 and corrected by Document No. 1999I0021208 also described in report of commissioners as described in Document No. I-177081 in Book I-506 at Page 1; thence N 58°26'26"E along last said right of way line a distance of 63.66 feet to the p.c. of a curve to the left having a radius

of 776.78 feet; thence along said curve and last said right of way line a distance of 325.49 feet (Deed 325.50 feet); thence S 55°34'04"E (Deed S 55°36'48"E) continuing along said right of way line a distance of 26.99 feet (Deed 24.14 feet) to a point on the westerly right of way line of old Selsa Road, now vacated; thence N 02°11'45"E along said vacated westerly right of way line a distance of 8.42 feet; thence S 87°48'15"E along the vacated right of way of Old Selsa road a distance of 40.00 feet to a point that is 20.00 feet south of the northwest corner of the southwest quarter of the northeast quarter of said section; thence S 87°48'15"E continuing along said vacated right of way line a distance of 40.00 feet to a point on the east right of way line of Old Selsa Road; thence N 02°11'45"E along said east right of way line a distance of 20.03 feet to the true point of beginning.

**Tract 4**

A tract of land situated in the northwest quarter of the northeast quarter of Section 28, Township 49 north, Range 31 west, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the southwest corner of said quarter quarter section; thence S 87°51'03"E along the south line of said quarter quarter section a distance of 1056.00 feet; thence N 02°11'45"E a distance of 30.00 feet to the true point of beginning, said point being on the north right of way line of Crackerneck Road as described in Jackson County Road Record Book 2 at Page 91; thence N 87°51'03"W along said right of way line a distance of 230.00 feet; thence N 02°11'45"E a distance of 250.00 feet; thence S 87°51'03"E a distance of 230.00 feet; thence S 02°11'45"W a distance of 250.00 feet to the true point of beginning.

**Tract 5**

Lots 1 thru 5, TRINITY LOTS 1-5, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof:

EXCEPTING therefrom the following tract of land as described in Document No. I-0075665 in Book I-2932 at Page 2287:

A tract of land located in the northeast quarter of the northwest quarter of Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the southwest corner of the northeast quarter of the northwest quarter of said section 28; thence North 81 degrees 08 minutes 59 seconds East a distance of 332.94 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 20.00 feet to the point of beginning of the tract of land to be described; thence south 81 degrees 08 minutes 59 seconds west a distance of 80.00 feet; thence north 08 degrees 51 minutes 01 seconds west a distance of 80.00 feet; thence north 81 degrees 08 minutes 59 seconds east a distance of 80.00 feet; thence south 08 degrees 51 minutes 01 seconds east a distance of 80.00 feet to the point of beginning.

**Tract 6**

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at point 330.00 feet North of the South line of said Quarter Quarter Section and 726.00 feet East of the West line of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West parallel with said South line a distance of 183.90 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 185.03 feet to a point that is 726.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West parallel with said West line a distance of 115.21 feet to the point of beginning.

#### **Tract 7**

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Quarter Section; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 to the true point of beginning; thence North 87 degrees 51 minutes 03 seconds West continuing along said South line a distance of 100.00 feet to the Southwest corner of the East eight acres of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the West line of said East eight acres a distance of 400.00 feet; thence South 87 degrees 51 minutes 03 seconds East a distance of 100.00 feet; thence South 02 degrees 23 minutes 08 seconds West parallel with said West line a distance of 400.00 feet to the point of beginning.

#### **Tract 8**

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed S 87 degrees 50 minutes 55 seconds East) along the South line of said Quarter Quarter Section a distance of 34.50 feet (Deed 34.60 feet) to the true point of beginning; thence North 02 degrees 08 minutes 57 seconds East (Deed North 02 degrees 09 minutes 05 seconds East perpendicular to last said line a distance of 29.89 (Deed 29.87 feet) to a point on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 249.89m (819.88 feet) right of station 23+103.612 of Route I-70; thence North 20 degrees 00 minutes 47 seconds East along said right of way line a distance of 204.35 feet to a point on the Southerly right of way line I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892, said point being 188.601m (618.77 feet) right of station 23+114.659 of Route I-70; thence North 35 degrees 06 minutes 02 seconds East (Deed North 35 degrees 06 minutes 01 seconds East) along said Southerly right of way line a distance of 125.86 feet (Deed 125.87 feet) to a point that is 330.00 feet North of the South line of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East (Deed South 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance of 292.03 feet (Deed 291.94 feet) to a point that is 457.40 feet East of the West line of said Quarter Quarter Section; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 330.00 feet to a point of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed 87 degrees 50 minutes 55 seconds West) along said South line a distance of 422.90 feet (Deed 422.80 feet) to the point of beginning.

#### **Tract 9**

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of said Quarter Quarter Section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter Section line a distance of 457.40 feet to the true point of beginning; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with the West line of said Quarter Quarter Section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East (Deed 87 degrees 50 minutes 55 seconds East) parallel with said South line a distance 269.61 feet (Deed 268.60 feet) to a point that is 726.00 feet East of said West line; thence North 02 degrees 11 minutes 45 seconds East (Deed North 02 degrees 12 minutes 01 seconds East) parallel with said West line a distance of 115.21 feet (Deed 115.22 feet) to a point on the Southerly right of way line of I-70 as taken under Condemnation Suit CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No.2000I0011892; thence North 85 degrees 52 minutes 07 seconds East along said Southerly line a distance of 332.02 feet (Deed 332.03 feet) to a point that is 1056.00 feet East of said West line; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 second West) parallel with said West line a distance of 201.54 feet (Deed 201.56 feet) to a point that is 280.00 feet North of said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) parallel with said

South line a distance of 230.00 feet; thence South 02 degrees 11 minutes 45 seconds West (Deed South 02 degrees 12 minutes 01 seconds West) parallel with said West line a distance of 280.00 feet to a point on said South line; thence North 87 degrees 51 minutes 03 seconds West (Deed North 87 degrees 50 minutes 55 seconds West) along said South line a distance of 368.60 feet to the true point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

#### **Tract 10**

A tract of land situated in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 34.50 feet; thence North 02 degrees 08 minutes 57 seconds East perpendicular to last said line a distance of 29.89 feet to the true point of beginning, said point being on the Easterly right of way line I-70 (now Little Blue Parkway) as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners filed as Document No. 1999I0080908 and filed as Document No. 2000I0011892, said point also being 249.898m (819.88 feet) right of station 23+103.612 (757+99.10 feet) of Route I-70; thence North 80 degrees 12 minutes 10 seconds West a distance of 61.38 feet to a point that is 60.00 right of station 24+71.85 of Little Blue Parkway, said point being on a curve to the left having a radius of 913.02 feet and an initial tangent bearing of North 32 degrees 38 minutes 56 seconds East; thence Northerly along said curve 60.00 right of and parallel with the centerline of said Little Blue Parkway a distance of 216.24 feet to a point that is 612.57 feet right of station 757+97.42 of I-70; thence South 70 degrees 55 minutes 14 seconds East a distance of 38.42 feet to a point on said Easterly right of way line of I-70 (now Little Blue Parkway) said point being 188.601m (618.77 feet) right of I-70 station 23+114.659 (758+35.34 feet); thence South 20 degrees 00 minutes 47 seconds West along said Easterly line a distance of 204.35 feet to the point of beginning.

## Tract 11

A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly described as follows;

Beginning at the Southwest corner of said Quarter Quarter section; thence South 87 degrees 51 minutes 03 seconds East along the South line of said Quarter Quarter section a distance of 457.40 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with the West line of said Quarter Quarter section line a distance of 330.00 feet; thence South 87 degrees 51 minutes 03 seconds East parallel with said South line a distance 84.70 feet; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 94.97 feet to the **true point of beginning**, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence North 02 degrees 11 minutes 45 seconds East parallel with said West line a distance of 63.07 feet to a point that is 298.20 feet right of station 762+41.59 of I-70; thence North 86 degrees 34 minutes 06 seconds East a distance of 516.49 feet to a point that is 180.00 feet right of station 767+44.39 of I-70 said point being on the Easterly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 02 degrees 11 minutes 19 seconds West along said Easterly line a distance of 56.72 feet to a point that is 236.22 feet right of station 767+51.90 of I-70, said point being on the Southerly right of way line of I-70 as taken under Condemnation Suit No. CV97-9441 as shown in the Reports of Commissioners Document No. 1999I0080908 and Document No. 2000I001892; thence South 85 degrees 52 minutes 07 seconds West along said Southerly line a distance of 517.16 feet to the point of beginning.

EXCEPT that part thereof lying within the land described as follows:

All that part of the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri more particularly as follows:

Beginning as the Southeast Corner of the Northwest Quarter of said Northeast Quarter; thence North 87 degrees 51 minutes 03 seconds West along the South line of said Quarter Quarter Section a distance of 164.00 feet to the Southeast corner of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784, said point also being South 87 degrees 51 minutes 03 seconds East a distance of 1151.07 feet from the Southwest corner of said Quarter Quarter Section; thence North 02 degrees 23 minutes 08 seconds East along the East line of last said tract a distance of 400.00 feet to the Northeast corner of last said tract; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 99.21 feet to the TRUE POINT OF BEGINNING, said point being on the West line of the East eight acres of the Northwest Quarter of the Northeast Quarter of said Section 28; thence North 02 degrees 23 minutes 08 seconds East along last said line a distance of 138.60 feet to a point on the Southerly right of way line of Route I-70 as taken under Condemnation Suit No. 123782, as shown on the Report of Commissioners Document No. 733591, recorded in Book 1354 at Page 275, said point being 180.00 feet Southerly of Route I-70 improvements centerline; thence South 80 degrees 12 minutes 10 seconds East along said right of way line a distance of 2.38 feet to a point on the East line of a tract of land described in Document No. I-484358 recorded in Book I-1138 at Page 856; thence South 02 degrees 11 minutes 45 seconds West along last said line a distance of 138.29 feet to the North line of a tract of land described in Document No. I-496753 recorded in Book I-1163 at Page 1784; thence North 87 degrees 51 minutes 03 seconds West along the North line of last said tract a distance of 2.82 feet to the true point of beginning.

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF DRURY PROPERTY**

#### **Tract 1**

All that part of the following described tract in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 28, Township 49, Range 31, in Independence, Jackson County, Missouri, lying South of U.S. Interstate Highway #70: Beginning at a point 20 poles North of the Southwest corner of said  $\frac{1}{4}$  of  $\frac{1}{4}$  Section; thence East 44 poles; thence North 60 poles; thence West 44 poles; thence South 60 poles to beginning EXCEPT part in Section 28, Township 49, Range 31, Independence, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 28, Township 49, Range 31; thence North 330.00 feet; thence East 726.00 feet to the true point of beginning; thence North 206.35 feet to the South right-of-way line of I-70 Highway; thence West along said right-of-way 17.00 feet; thence Northwesterly along said right-of-way 155.00 feet; thence South 252.04 feet; thence East 183.90 feet to the true point of beginning, and EXCEPT that part taken under condemnation Suit CV97-9441 as shown in the Report of Commissioners filed as Document No. 1999-I-0080908 and in Document No. 2000-I-0011892.

#### **Tract 2**

A tract of land situated in the Northeast Quarter of Section 28, Township 49 North, Range 31 West, in Independence, Jackson County, Missouri, lying within the widths on the right or southerly side of the following described Route I-70 improvement centerline, to-wit: Beginning at a width of 442.91 feet at Station 759+18.48; thence decreasing uniformly to a width of 365.56 feet at Station 759+55.05; thence decreasing uniformly to a width of 298.20 feet at Station 762+41.59; thence increasing uniformly to a width of 360.71 feet at Station 762+49.93; thence increasing uniformly to a width of 442.91 feet at Station 759+18.48; containing 20,625 square feet, more or less.

The Route I-70 improvement centerline is located and described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 28, T49N, R31W; thence South  $09^{\circ}47'50''$  West a distance of 462.22 feet to a point on said centerline at Station 755+93.22; thence the centerline extends South  $80^{\circ}12'10''$  East a distance of 1178.28 feet to Station 767+71.50.

**EXHIBIT C**

**LEGAL DESCRIPTION OF TRI-CITY PROPERTY**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 49, RANGE 31, INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 332.94 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE SOUTH 81 DEGREES 08 MINUTES 59 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 01 SECONDS WEST A DISTANCE OF 80.00 FEET; THENCE NORTH 81 DEGREES 08 MINUTES 59 SECONDS EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 01 SECONDS EAST A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.



## EXHIBIT D

### LEGAL DESCRIPTION OF BELL PROPERTY

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 49 NORTH, RANGE 31 WEST, IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, AS DESCRIBED IN DOCUMENT NUMBER 2001I 0024538, RECORDED APRIL 11, 2001 IN THE OFFICE OF THE JACKSON COUNTY DEPARTMENT OF RECORDS AND MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER, SAID POINT BEING S 87°51'03"E A DISTANCE OF 1151.07 FEET FROM THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING N 87°51'03"W A DISTANCE OF 164.00 FEET FROM THE SOUTHEAST CORNER OF THE SAID QUARTER QUARTER SECTION AND SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER I-496753 RECORDED IN BOOK I-1163 AT PAGE 1784; THENCE N 02°23'08"E ALONG THE EAST LINE OF LAST SAID TRACT A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LAST SAID TRACT; THENCE N 87°51'03"W ALONG THE NORTH LINE OF LAST SAID TRACT A DISTANCE OF 99.21 FEET TO A POINT ON THE WEST LINE OF THE EAST EIGHT ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 02°23'08"E ALONG LAST SAID LINE A DISTANCE OF 138.60 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ROUTE I-70 AS TAKEN UNDER CONDEMNATION SUIT NUMBER 123782, AS SHOWN IN THE REPORT OF COMMISSIONERS DOCUMENT NUMBER 733591, RECORDED IN BOOK 1354 AT PAGE 275, SAID POINT BEING 180.00 FEET SOUTHERLY OF ROUTE I-70 IMPROVEMENTS CENTERLINE; THENCE S 80°12'10"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1196.10 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY, ST. LOUIS AND CHICAGO RAILROAD COMPANY; THENCE S 13°58'05"E ALONG LAST SAID RIGHT OF WAY LINE A DISTANCE OF 394.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG LAST SAID LINE A DISTANCE OF 1034.11 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 28; THENCE N 87°51'03"W ALONG THE SOUTH LINE OF LAST SAID QUARTER QUARTER SECTION A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT E**

**LOTS LOCATED IN THE TIF DISTRICT**

Lots 1-13 of Trinity, a subdivision in Independence, Jackson County, Missouri, per the recorded Plat(s) thereof

**COMMONWEALTH LAND TITLE  
ATTN: DEAN HUTCHESON  
2405 GRAND BLVD. # 380  
KANSAS CITY, MO 64108**

**Bruce M. Wilke**

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**From:** Weston Buckley <wbuckley@lane4group.com>  
**Sent:** Thursday, March 8, 2018 11:46 AM  
**To:** Bruce M. Wilke  
**Cc:** Owen Buckley  
**Subject:** Trinity Woods Declaration Amendment - Independence, MO  
**Attachments:** Trinity Woods Parcels Owned by Jackson County.pdf; Jackson County - Declaration Amendment FINAL FOR SIGNATURE.pdf; Trinity Woods Declaration Map.pdf; Declaration - Trinity Woods - 2007E0077445.pdf

Bruce,

Good talking to you yesterday afternoon about the 58 acres of ground at "Trinity Woods" that LANE4 is planning to purchase in Independence. The ground is located off the Little Blue Parkway Exit from I-70 in Independence, MO, near Children's Mercy East.

As mentioned, we are looking forward to bringing some new activity to this area, but we have run into an issue with an existing Declaration that covers the land. We are seeking to amend said Declaration to allow (1) multifamily and (2) sports facilities. We see these as two high quality uses that would bring traffic and activity to the area. All other restrictions on the ground will remain in place.

Amending the Declaration requires the signatures of all property owners, and Jackson County owns a couple of small slivers of land near the railroad tracks on the East side of the "Trinity Woods" ground. The parcels are shown on the attached map titled "Trinity Woods Parcels Owned by Jackson County," and the parcel IDs are as follows:

Parcel ID: 34-610-05-08-00-0-00-000

Parcel ID: 34-610-05-99-02-0-00-000

For your review and signature on behalf of the County, I have also attached the Declaration Amendment to this email. LANE4 is required to get this document fully signed before moving ahead with the purchase. For your reference, I have attached the underlying recorded Declaration that is being altered, and a map that shows the "Trinity Woods" area referenced in the Declaration. We are working with several adjacent property owners to get this document signed, but for simplicity's sake, I have only included the signature page for the County.

If you can sign/notarize the signature page on page 5 of the attached Declaration Amendment, and send back an original, we would greatly appreciate it. You can mail it to me at my address on the signature block below, or just let me know when it has been signed and I will stop by to pick it up from you.

Thanks for your assistance with this. We are running up against a short timeline on our purchase contract and greatly appreciate it if we can get this wrapped up as soon as possible. Call me anytime if I can answer any questions.

Thanks,

**Weston Buckley**

**LANE4 Property Group, Inc.**  
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