

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a conveyance of permanent drainage and temporary construction easement to Missouri Department of Transportation for work at the I-70 and I-435 interchange.

RESOLUTION No. 19901, June 25, 2018

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, the Missouri Department of Transportation (MODOT) is planning highway improvements at the interchange of I-70 and I-435 highways in Jackson County; and,

WHEREAS, the improvements will impact County property on the north side of the Harry S. Truman Stadium Complex adjacent to a ramp; and,

WHEREAS, MODOT is requesting permanent and temporary construction easements from the County;

WHEREAS, MODOT is offering compensation based on an appraisal, in the amount of \$81,000.00; and,

WHEREAS, the requested easements are on County-owned property, adjacent to, but outside the Sports Complex lease area; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached permanent drainage easement and temporary construction easement in favor of MODOT.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19901 of June 25, 2018, was duly passed on July 9, 2018 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 9

Nays 0

Abstaining 0

Absent 0

7-9-18
Date



Mary Jo Spino, Clerk of Legislature

CCO FORM: RW08
Approved: 04/92 (TWJ)
Revised: 09/17 (TP)
Modified:

COUNTY: Jackson
ROUTE: I-70
JOB NO.: J4I1597C

PARCEL: 1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is entered into by and between the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (Commission)

and Jackson County, Missouri (Owner),

and Coffelt Land Title, Inc. (Escrow Agent).

Any party named above may receive a portion of the proceeds of this transaction, but not all named parties are required to sign this agreement.

WITNESSETH:

WHEREAS, the Owner(s) own the following described property located in Jackson County, Missouri;

See attached "Legal Description – Exhibit A" documents for:

Permanent Drainage Easements No. 1 and 2; and
Temporary Construction Easements No. 1, 2, and 3.

WHEREAS, the Commission has agreed with the Owner(s) to purchase said property; and

WHEREAS, the Owner(s) are agreeable to conveying said property to Commission.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations in this Agreement, the parties agree as follows:

1. **CONSIDERATION:** The consideration for the conveyance is _____ And NO/100 Dollars (\$ _____), and the Owner(s) hereby deliver to the Escrow Agent a properly executed and acknowledged easement for highway purposes deed dated the ____ day of _____, 2018, conveying the above-described property. This deed shall be delivered to the Commission by the Escrow Agent upon the Commission's delivering to the Escrow Agent the specified purchase price. The purchase price is to be delivered to the Escrow Agent by the Commission on or before the ____ day of _____, 2018, in the form of a state treasurer's check made payable to the above named Escrow Agent. The

Escrow Agent will disburse all funds, and act as representative for all the above named parties.

2. POSSESSION OF PROPERTY: Owners hereby agree to vacate and give peaceable possession of said above-described easement property to Commission **upon payment** of the consideration specified in CONSIDERATION paragraph above, by Commission to Escrow Agent. The Owners hereby waive all statutory and common law notice to vacate said premises and, as a further consideration for this agreement, do hereby consent that Commission may institute all necessary legal proceedings to obtain possession of the property at any time after Commission becomes entitled to possession of said easement property under this agreement.

3. TERMINATION: The Commission may, at its discretion, void this Agreement if the Owner(s) reveal the existence of hazardous substances on the easement property or if an environmental assessment reveals environmental contamination subjecting the easement property to costs of removal or remediation under state or federal law.

4. LAWS OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri.

5. TAXES: Jackson County, Missouri is a tax-exempt public entity.

6. ESCROW AGENT RESPONSIBILITIES: The Escrow Agent, in consideration of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby agrees to perform the following:

A. ESCROW AGENT ACTIONS PRIOR TO RECEIVING PAYMENT:

- Accept and hold the conveyance documents in escrow until Commission delivers consideration for the property to the Escrow Agent.
- Certify copies of conveyance documents for use in securing payment of the purchase price.
- Cease escrow process if notified by Commission that acquisition is terminated as a result of the provisions of TERMINATION paragraph, and return all conveyance documents to respective grantors.

B. ESCROW AGENT ACTIONS UPON RECEIPT OF PAYMENT:

- Secure Owner's execution of Certificate of Disbursement of Funds prior to releasing any funds.
- Extend title from date of commitment to closing date.
- Disburse funds to those indicated as payees in CONSIDERATION paragraph.
- Record conveyance documents and releases.

C. ESCROW AGENT FINAL ACTIONS:

- Deliver to the Commission the original deed of conveyance with recording information, title policy and CERTIFICATE OF DISBURSEMENT OF FUNDS, with the billing for title services.
- Compile all information necessary for the completion of, prepare and file Internal Revenue Service Form 1099-S, "Proceeds from Real Estate Transactions", with respect to the conveyance.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

ESCROW AGENT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

Executed by the Commission
this ____ day of _____, 2018.

Executed by the Escrow Agent
this ____ day of _____, 2018.

OWNER (S): JACKSON COUNTY, MISSOURI

SIGNATURE

ADDRESS

PHONE NO.

Frank White, Jr.
Jackson County Executive

415 E. 12th Street, KCMO 64106 See Below

APPROVED AS TO FORM:

ATTEST:

BY: _____
W. Stephen Nixon
Jackson County Counselor

BY: _____
Mary Jo Spino
Clerk of the Jackson Couty Legislature

First owner executed on the ____ day of _____, 2018.

Note to Escrow Agent: To disburse payment, please contact Public Works Chief Engineer Earl Newill at 816.881.4538 or Earl.Newill@jacksongov.org



Missouri Department of Transportation

Kansas City District
Brian Kidwell, P. E., District Engineer

600 Northeast Colbern Rd.
Lee's Summit, Missouri 64086
816.607.2280
Fax: 816.622.6550
1.888.ASK MODOT (275.6636)

RIGHT OF WAY

Jackson County

Route I-70

Job No. J4I1597C

Parcel No. 1 – Jackson County Missouri

Attn: Earl Newill, P.E, Chief Engineer

Dear Mr. Newill:

The Missouri Highways and Transportation Commission has approved a project to improve Route I-70 & I-435 along your property. In order to complete this improvement, it is necessary that we acquire permanent and temporary easements from your property. The easements that are needed for the project are described in the enclosed deed and presented to you on the engineering plans.

We encourage you to read the enclosed brochure, *Pathways for Progress*, and welcome your input regarding our offer below. Should you have knowledge of additional factual data that affects the value of your property, we would be glad to take it into consideration.

We are authorized to offer you **\$81,000** in settlement for all of the property rights that we need. This amount has been estimated to be full and just compensation. The attached Value Finding Appraisal Report reflects how this amount of compensation was determined and allocated to your property.

In arriving at this offer, we have taken into consideration the sales prices of properties similar to yours in your area.

When you are prepared to accept or reject this offer, please call your Highways and Transportation Commission representative.

We greatly appreciate your cooperation in this matter. If you have any questions regarding the information in this letter or how to proceed, please contact Eric Thompson at 816-607-2065.

Sincerely,

Brian Kidwell, P.E.
District Engineer

Via Electronic Mail on 4-30-2018

By:

Eric G. Thompson, Senior Right of Way Specialist



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

CCO FORM: RW23
Approved: 06/96 (RMH)
Revised: 01/18 (TP)
Modified:

COUNTY: Jackson
ROUTE: I-70
PROJECT: J411597C
PARCEL: 1

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
EASEMENT FOR HIGHWAY PURPOSES**

THIS INDENTURE, made this ____ day of _____, 2018, by and between **Jackson County, Missouri**, of the County of Jackson, and State of Missouri, 415 E. 12th Street, Kansas City, MO 64106, (grantor), and the **State of Missouri**, acting by and through the Missouri Highways and Transportation Commission, 600 NE Colbern Road, Lee's Summit, MO 64086, (grantee).

WITNESSETH, that the said grantor, in consideration of the sum of _____ And NO/100 Dollars, (\$ _____) to it paid by the said grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto said grantee, its successors and assigns, the following described permanent easement and interests in real estate in the County of Jackson, State of Missouri, to wit:

See attached "Legal Description – Exhibit A" documents for:

Permanent Drainage Easements No. 1 and 2; and
Temporary Construction Easements No. 1, 2, and 3.

Said permanent easements shall be for the purpose of construction and maintenance of drainage controls/drainage detention, and are situated southeasterly of and adjacent to Commission's existing I-70 and I-435 property line, containing a total of 66,880.4 square

feet (1.54 acres), more or less. The permanent drainage controls/drainage detention will be constructed only on part of said land; the extra land being included for men and machinery to complete the initial construction. After completion of construction and acceptance of the project, the owners of said land may fence, and shall have the free and uninterrupted possession and use of said tract, subject only to the Missouri Highways and Transportation Commission's right, if it should so elect, to enter thereon from time to time for the purpose of maintaining said drainage controls/drainage detention. If future development necessitates a partial or total vacation of said permanent easements, owners may contact the Commission to initiate the Commission's easement vacation process.

Said temporary easements shall be for the purpose of additional temporary work area for men and machinery to complete all adjacent sloping and grading within Commission's existing right of way/property boundary, and contain 12,747.3 square feet (0.29 acres), more or less. Upon completion of project J4P1597C, said temporary easements shall cease and be no longer in effect.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said grantee, its successors and assigns; the said grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises from which permanent easement is herein conveyed; that it has good right to convey the same.

IN WITNESS WHEREOF, the said grantor has executed the above the day and year first above written.

JACKSON COUNTY, MISSOURI

BY: _____
Frank White, Jr., Jackson County Executive

APPROVED AS TO FORM:

BY: _____
W. Stephen Nixon
Jackson County Counselor



Missouri Highways Transportation Commission

Legal Description
Exhibit A

Tract _1_ - OWNER: Jackson County, Missouri

Parcel ID 32-320-03-01-00-0-00-000

Permanent Drainage Easement No. 1

County Jackson	Route 70	Project Number J411597C	Date Prepared 4/23/2018	
Legal description contained on pages		1	and 2	
Professional Land Surveyor				
Print Name Samuel E. Walton		MO PLS Number 2000161239		
Signature <i>Samuel E. Walton</i>		Date 4/23/18		
		Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:

**EXHIBIT A
LEGAL DESCRIPTION**

**TRACT MAP NO. 1
JACKSON COUNTY, MISSOURI
ASSESSOR PARCEL ID NO. 32-320-03-01-00-0-00-000**

PERMANENT DRAINAGE EASEMENT No. 1

A strip of land over part of SKILES AVENUE and LOT 13, FAIRVIEW ACRES, a subdivision of land located Section 19, Township 49, Range 32, in the City of Kansas City, Jackson County, Missouri, according to the recorded plat thereof, said strip being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70, as now established, at station 308+43.72; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 1677.15 feet, to centerline station 325+20.87; thence South 30°40'16" West, departing the centerline of said INTERSTATE 70, a distance of 708.59 feet, to a point on the South boundary line of said INTERSTATE 70, said point being 708.59 feet right of centerline station 325+20.87 and the POINT OF BEGINNING; thence North 77°34'04" East, along said South boundary line, a distance of 19.15 feet, to a point 695.50 feet right of centerline station 325+34.85; thence South 87°04'11" East, along said South boundary line, a distance of 180.86 feet, to a point 611.32 feet right of centerline station 326+94.93; thence South 02°55'49" West, departing the South boundary line of said INTERSTATE 70, a distance of 20.00 feet, to a point 629.02 feet right of centerline station 327+04.23; thence South 57°48'24" West, a distance of 102.99 feet, to a point 720.67 feet right

of centerline station 326+57.26; thence North 87°04'11" West, a distance of 94.71 feet, to a point 764.76 feet right of centerline station 325+73.43; thence North 12°25'56" West, a distance of 76.93 feet, to the POINT OF BEGINNING, containing 12,499.1 square feet or 0.287 acres, more or less.

A portion of the design centerline of INTERSTATE 70 through that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 49, Range 32, as established under Project No. J4I1597C is more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70 at station 308+43.72, said point being the POINT OF BEGINNING; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 4463.18 feet, to centerline station 353+06.90, said point being on the East line of the Northeast Quarter of said Section 19 and the POINT OF TERMINATION.

Missouri Highways Transportation Commission



Legal Description

Exhibit A

Tract 1 - OWNER: Jackson County, Missouri

Parcel ID 32-310-02-01-00-0-00-000

Permanent Drainage Easement No. 2

County Jackson	Route 70	Project Number J4I1597C	Date Prepared 4/23/2018	
Legal description contained on pages		1	and 2	
Professional Land Surveyor				
Print Name Samuel E. Walton		MO PLS Number 2000161239		
Signature <i>Samuel E. Walton</i>		Date 4/23/18		
		Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:

**EXHIBIT A
LEGAL DESCRIPTION**

**TRACT MAP NO. 1
JACKSON COUNTY, MISSOURI
ASSESSOR PARCEL ID NO. 32-310-02-01-00-0-00-000**

PERMANENT DRAINAGE EASEMENT No. 2

A strip of land over all of LOTS 28, 29, part of LOTS 24 to 27 inclusive, and part of LOTS 34 and 35, LEEDSMOORE GARDENS and also part of LOT 59, CUNNINGHAM RIDGE, and part of MARSH AVENUE, both subdivisions of land located in Section 19, Township 49, Range 32, in the City of Kansas City, Jackson County, Missouri, according to the recorded plats thereof, said strip being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70, as now established at centerline station 308+43.72; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 1974.62 feet, to centerline station 328+18.33; thence South 30°40'16" West, departing the centerline of said INTERSTATE 70, a distance of 546.41 feet, to a point on the South boundary line of said INTERSTATE 70 and the North line of said LOT 34, said point being 546.41 feet right of centerline station 328+18.33, said point also being the POINT OF BEGINNING; thence South 87°04'11" East, along the South boundary line of said INTERSTATE 70 and the North line of said LOTS 34, 29, and 24, crossing MARSH AVENUE, a distance of 283.03 feet, to a point 414.67 feet right of centerline station 330+68.83; thence South 02°55'49" West, departing the South boundary line of said INTERSTATE 70, a distance of 225.96 feet, to a point 614.66 feet right of centerline station 331+74.01;

thence North 87°04'11" West, a distance of 112.65 feet, to a point 667.10 feet right of centerline station 330+74.31; thence North 53°39'53" West, a distance of 204.10 feet, to a point 646.96 feet right of centerline station 328+71.21; thence North 02°55'49" East, a distance of 113.59 feet, to the POINT OF BEGINNING, containing 54,381.3 square feet, or 1.248 acres, more or less.

A portion of the design centerline of INTERSTATE 70 through that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 49, Range 32, as established under Project No. J4I1597C is more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70 at station 308+43.72, said point being the POINT OF BEGINNING; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 4463.18 feet, to centerline station 353+06.90, said point being on the East line of the Northeast Quarter of said Section 19 and the POINT OF TERMINATION.



Missouri Highways Transportation Commission

Legal Description
Exhibit A

Tract 1 - OWNER: Jackson County, Missouri

Parcel ID 32-320-03-01-00-0-00-000

Temporary Construction Easement No. 1

County Jackson	Route 70	Project Number J411597C	Date Prepared 4/23/2018	
Legal description contained on pages		1	and 2	
Professional Land Surveyor				
Print Name Samuel E. Walton		MO PLS Number 2000161239		
Signature <i>Samuel E. Walton</i>		Date 4/23/18		
		Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:

**EXHIBIT A
LEGAL DESCRIPTION**

**TRACT MAP NO. 1
JACKSON COUNTY, MISSOURI
ASSESSOR PARCEL ID NO. 32-320-03-01-00-0-00-000**

TEMPORARY CONSTRUCTION EASEMENT No. 1

A strip of land over part of LOTS 10, 11 and 13, FAIRVIEW ACRES, a subdivision of land located in Section 19, Township 49, Range 32, in the City of Kansas City, Jackson County, Missouri, according to the recorded plat thereof, said strip being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70, as now established at station 308+43.72; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 1677.15 feet, to centerline station 325+20.87; thence South 30°40'16" West, departing the centerline of said INTERSTATE 70, a distance of 708.59 feet, to a point on the South boundary line of said INTERSTATE 70, said point being 708.59 feet right of centerline station 325+20.87 and the POINT OF BEGINNING; thence South 12°25'56" East, departing said South boundary line, a distance of 20.00 feet, to a point 723.19 feet right of centerline station 325+34.53; thence South 77°34'04" West, a distance of 275.78 feet, to a point 911.64 feet right of centerline station 323+33.18; thence South 69°28'55" West, a distance of 124.92 feet, to a point 1008.98 feet right of centerline station 322+54.89; thence North 20°31'05" West, a distance of 20.00 feet, to a point on the South boundary line of INTERSTATE 70, said point 996.44 feet right of centerline station

322+39.30; thence North 69°28'55" East, along said South boundary line, a distance of 126.33 feet, to a point 898.01 feet right of centerline station 323+18.48; thence North 77°34'04" East, continuing along said South boundary line, a distance of 277.20 feet, to the POINT OF BEGINNING, containing 8,042.1 square feet or 0.185 acres, more or less.

A portion of the design centerline of INTERSTATE 70 through that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 49, Range 32, as now established under Project No. J4I1597C is more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70 at station 308+43.72, said point being the POINT OF BEGINNING; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 4463.18 feet, to centerline station 353+06.90, said point being on the East line of the Northeast Quarter of said Section 19 and the POINT OF TERMINATION.

Missouri Highways Transportation Commission



Legal Description

Exhibit A

Tract _1_ - OWNER: Jackson County, Missouri

Parcel ID 32-310-02-01-00-0-00-000

Temporary Construction Easement No. 2

County Jackson	Route 70	Project Number J411597C	Date Prepared 4/23/2018	
Legal description contained on pages		1	and 2	
Professional Land Surveyor				
Print Name Samuel E. Walton		MO PLS Number 2000161239		
Signature <i>Samuel E. Walton</i>		Date 4/23/18		
		Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:

**EXHIBIT A
LEGAL DESCRIPTION**

**TRACT MAP NO. 1
JACKSON COUNTY, MISSOURI
ASSESSOR PARCEL ID NO. 32-310-02-01-00-0-00-000**

TEMPORARY CONSTRUCTION EASEMENT No. 2

A strip of land over part of LOT 34 and SKILES AVENUE, LEEDSMOORE GARDENS, a subdivision of land located in Section 19, Township 49, Range 32, in the City of Kansas City, Jackson County, Missouri, according to the recorded plats thereof, said strip being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70, as now established at station 308+43.72; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 1974.62 feet, to centerline station 328+18.33; thence South 30°40'16" West, departing the centerline of said INTERSTATE 70, a distance of 546.41 feet, to a point on the South boundary line of said INTERSTATE 70 and the North line of said LOT 34, said point being 546.41 feet right of centerline station 328+18.33, said point also being the POINT OF BEGINNING; thence South 02°55'49" West, departing the South boundary line of said INTERSTATE 70 and the North line of said LOT 34, a distance of 20.00 feet, to a point being 564.12 feet right of centerline station 328+27.64; thence North 87°04'11" West, a distance of 139.44 feet, to a point 629.02 feet right of centerline station 327+04.23; thence North 02°55'49" East, a distance of 20.00 feet, to a point on the South boundary line of said INTERSTATE 70, 611.32 feet right of centerline station 326+94.93; thence South 87°04'11" East, along the South boundary line of said

INTERSTATE 70, a distance of 139.44 feet, to the POINT OF BEGINNING, containing 2,788.8 square feet, or 0.064 acres, more or less.

A portion of the design centerline of INTERSTATE 70 through that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 49, Range 32, as established under Project No. J4I1597C is more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70 at station 308+43.72, said point being the POINT OF BEGINNING; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 4463.18 feet, to centerline station 353+06.90, said point being on the East line of the Northeast Quarter of said Section 19 and the POINT OF TERMINATION.

Missouri Highways Transportation Commission



Legal Description

Exhibit A

Tract _1__ - OWNER: Jackson County, Missouri

Parcel ID 32-310-02-01-00-0-00-000

Temporary Construction Easement No. 3

County Jackson	Route 70	Project Number J411597C	Date Prepared 4/23/2018	
Legal description contained on pages			1 and 2	
Professional Land Surveyor				
Print Name Samuel E. Walton		MO PLS Number 2000161239		
Signature <i>Samuel E. Walton</i>		Date 4/23/18		
		Missouri Highways and Transportation Commission 105 West Capital, Jefferson City, MO 65102 888-ASK MODOT (888)275-6636		Only the following legal descriptions contained in this "EXHIBIT A" are authenticated by this seal:

**EXHIBIT A
LEGAL DESCRIPTION**

**TRACT MAP NO. 1
JACKSON COUNTY, MISSOURI
ASSESSOR PARCEL ID NO. 32-310-02-01-00-0-00-000**

TEMPORARY CONSTRUCTION EASEMENT NO. 3

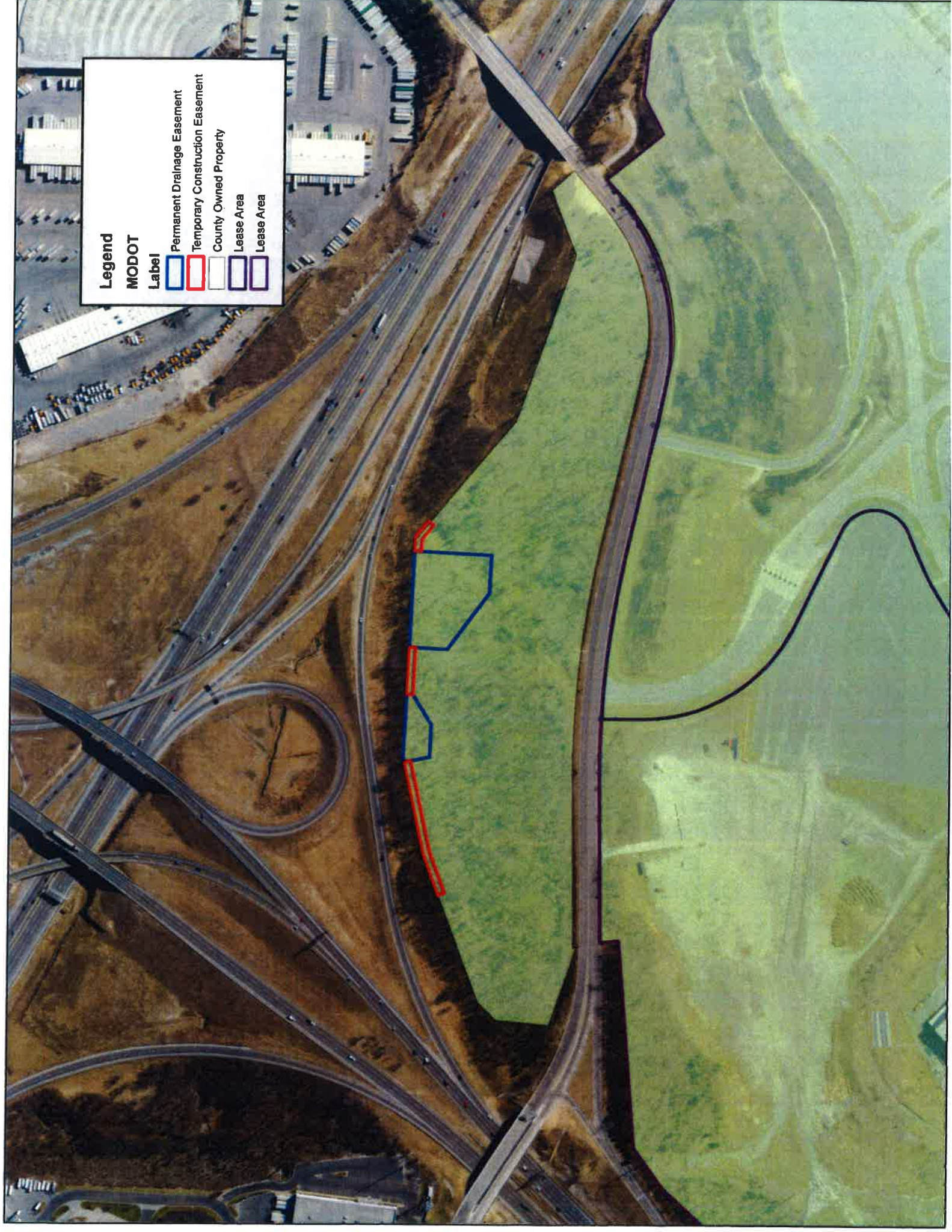
A strip of land over part of LOTS 19 and 24, LEEDSMOORE GARDENS, a subdivision of land in Section 19, Township 49, Range 32, in the City of Kansas City, Jackson County, Missouri, according to the recorded plat thereof, said strip being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70, as now established at station 308+43.72; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 2225.12 feet, to centerline station 330+60.83; thence South 30°40'16" West, departing the centerline of said INTERSTATE 70, a distance of 414.67 feet, to a point on the South boundary line of said INTERSTATE 70 and also the North line of said LOT 24, said point being 414.67 feet right of centerline station 330+68.83, said point also being the POINT OF BEGINNING; thence South 87°04'11" East, along the South boundary line of said INTERSTATE 70 and the North line of said LOT 24, a distance of 42.26 feet, to a point 395.00 feet right of centerline station 331+06.24; thence South 50°21'53" East along said South boundary line and along the North line of said LOTS 24 and 19 as now established, a distance of 60.20 feet, to a point on the North line of said LOT 19, 404.38 feet right of centerline station 331+65.71; thence South 39°38'07" West, departing the South boundary line of said INTERSTATE 70 and the North line of said LOT 19, a distance of 20.00 feet, to a point 424.14 feet right of centerline station 331+62.59 feet; thence North 50°21'53"

West, a distance of 53.57 feet, to a point 415.79 feet right of centerline station 331+09.67; thence North 87°04'11" West, a distance of 35.62 feet, to a point 432.37 feet right of centerline station 330+78.14; thence North 02°55'49" East, a distance of 20.00 feet, to the POINT OF BEGINNING, containing 1,916.4 square feet or 0.044 acres, more or less.

A portion of the design centerline of INTERSTATE 70 through that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 49, Range 32, as established under Project No. J4I1597C is more particularly described as follows:

COMMENCING at the Northwest corner of said Section 19; thence South 86°44'44" East, along the North line of the Northwest Quarter of said Section 19, a distance of 1268.12 feet, to a point on the centerline of INTERSTATE 70 at station 308+43.72, said point being the POINT OF BEGINNING; thence South 59°19'44" East, departing the North line of the Northwest Quarter of said Section 19 and along the centerline of said INTERSTATE 70, a distance of 4463.18 feet, to centerline station 353+06.90, said point being on the East line of the Northeast Quarter of said Section 19 and the POINT OF TERMINATION.



Legend	
MODOT	Label
Permanent Drainage Easement	Blue outline
Temporary Construction Easement	Red outline
County Owned Property	White outline
Lease Area	Light Blue outline
Lease Area	Purple outline



Legend

-  Lease Area for Sports Authority
-  County Property outside of leased area
-  County Owned Property

20 +/- Acres
of County Property
North of
Stadium Drive

120 +/- Acres
of County Property
South of
Railroad Right-of-Way

VALUE FINDING APPRAISAL REPORT FORMAT

County: Jackson
Route: I-435 & I-70
Job No.: J411597C
Parcel No.: 1
Property Address: 8600 Stadium Dr. Kansas City, Missouri
Area of Contiguous Ownership: 22.25 Ac
(As calculated from plans)

Acquisition:

(As indicated on plans)

Normal Land: N/A
Controlled Land: N/A
Fully Controlled Land: N/A
Permanent Easement: 66,880.72 S.F (1.54 Ac)
Temporary Easement: 12,747.85 S. F. (0.29 Ac)

Remainder: 22.25 Ac/ 969,428 S.F.

Appraiser: Sarah Long
Supervisory Appraiser: Lorene Bayan-Wilson
Effective Date of Appraisal: 03/20/2018

1. **Owner and Tenant-owner:** Jackson County Missouri
415 E 12th Street
Kansas City, MO 64106

Jackson County Sports Authority

2. **Purpose of Appraisal:**

The purpose of this appraisal is to estimate the fair market value of the subject, its Highest and Best Use and aid the Highway Commission in establishing a value for the permanent easements and temporary construction easements to be acquired from the property owner.

A. Fair Market Value Definition: Fair market value is the value of the property taken after considering comparable sales in the area, capitalization of income, and replacement cost less depreciation, singularly or in combination, as appropriate, and additionally considering the value of the property based upon its highest and best use, using generally accepted appraisal practices. If less than the entire property is taken, fair market value shall mean the difference between the fair market value of the entire property immediately prior to the taking and the fair market value of the remaining or burdened property immediately after the taking. (RSMo 523.001) Jurisdictional Exception to Standards Rule 1-2(c).

B. Intended Use: The intended use of the appraisal report is to assist the agency in its determination of the amount paid for the property rights acquired or conveyed.

C. Intended Users: Intended users of this report are the agency, the Missouri Highways and Transportation Commission, the Missouri Department of Transportation, the Federal Highway Administration, and the United States Department of Transportation (the client), and persons authorized by the client, state enforcement agencies and such third parties as may be authorized by due process of law, and a duly authorized peer review committee. Although the Agency and the Missouri Department of Transportation authorizes a copy of this report be provided to the owner of the subject property of this appraisal for information and settlement purposes only, the owner is not an intended user as defined by USPAP.

D. USPAP Compliance Statement: This appraisal was prepared according to the contract/assignment from the agency and the Missouri Department of Transportation. The intended use of the appraisal is for eminent domain related acquisition and the agency is the only intended user (except as indicated above). The agency bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. In combination with the Scope of Assignment and review function, all appraisal reports assigned by the agency identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analysis necessary to produce a credible appraisal, and are therefore in compliance with USPAP Standard 1. In that the agency is the only intended user of the report and others may only be provided copies for informational purposes, the agency has determined that reports prepared in conformance with these procedures constitute an Appraisal Report, which fulfills the agency's needs. For any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision.

The Jurisdictional Exception Rule states that, In an assignment invoking a jurisdiction exception, an appraiser must:

1. Identify the law or regulation that precludes compliance with USPAP;
2. Comply with that law or regulation;
3. Clearly and conspicuously disclose in the report the part of the USPAP that is voided by that law or regulation; and
4. Cite in the report the law or regulation requiring this exception to USPAP compliance.

The judgment of this report is that the Jurisdictional Exception Rule applies to this report in two regards.

First, Standards Rule 1-4(a) begins with the phrase, "When a sales comparison is necessary for credible assignment results, an appraiser must analyze such comparable sales data as are available to indicate a value conclusion".

While this report has attempted to apply this rule rigorously in estimating the value of the subject site, instruction for the MoDOT Value Finding Appraisal Report format state that, "The appraiser may estimate the contributory value of the unaffected improvements without support".

Accordingly, this report may estimate the contributory value of the improvements strictly through the Jackson County Assessor's Appraised Value of the improvements. This is a stipulation only, as the appraiser has made no attempt to estimate the value of the entire property as improved.

Secondly, Standards Rule 1-4(f) states that, "When analyzing anticipated public, or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any or such anticipated improvements to the extent that they are reflected in market actions.

This conflicts with that paragraph in the state-mandated Certificate of Appraiser that states that:

I have disregarded any increase or decreases in the fair market value of the property to be acquired, prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of owner(s).

The interpretation of this report is that this conflict also requires invocation of USPSP's Jurisdictional Exception Rule.

3. Interest Appraised: Fee Simple

4. Scope of Work:

Property and Sale Inspection: The appraiser has inspected the subject property to the extent necessary to adequately describe and value said property. Sufficient photos were taken of the land area to adequately show the general characteristics of the land.

All the comparable used in this report were physically inspected to the extent that was reasonable possible. This physical inspection of the comparable sales most often consists of an inspection from the roadway.

Supervisory Appraiser Lorene Bayan-Wilson provided assistance during the inspection of the property and guidance in attributing the appropriate adjustments to the Comparable properties. She also provided assistance in reviewing this appraisal for correctness, appropriateness, accurateness and reasonableness.

This report was prepared in conformance with the Scope of Assignment and the requirements of the format assigned.

Extent of Data Research: The appraiser has become familiar with the subject's neighborhood and local economy. Regional, city, county, and neighborhood data were based on information available from county officials, real estate brokers, and city officials. The appraiser reviewed maps for soil, flood plains, utility lines, and ownership patterns. Various

records were reviewed for sales of land and easements. In developing the approaches to value, the market data were collected from local Realtors, other appraisers or persons knowledgeable of the subject property marketplace in Jackson County, Missouri 64053.

Extent of Analysis: The appraiser analyzed regional, city, neighborhood, and site data. The appraiser concluded the highest and best use of the property. The Highest and Best Use Analysis is vital to conclude the appropriate comparable. All three valuation approaches were considered, with the relevant ones being utilized. The data was then used to arrive at a value estimate.

This report includes all necessary information for a Value Finding Appraisal format as per MoDOT's Appraisal Procedures. This report is intended to fully communicate the analysis, opinion, and conclusion developed to derive the market values. This report was prepared in conformance with the Scope of Assignment and the requirements

5. Identification of the Realty:

The subject property is located north 8600 Stadium Drive, Kansas City Missouri. The current construction plans involve an area that is situated north of Stadium Drive and south of exit 63B entrance ramp to I-70 East. Stadium Drive traverses and curves with bridges over I-435 to the west and I-70 to the east forming the south boundary of the subject site. The north boundary is formed by 63-B exit ramp and right of way from I-435 to I-70 east.

The subject is specifically defined by the Jackson County Assessor as parcel numbers 32-320-03-01-00-0-00-000 and 32-310-02-01-00-0-00-000. A Quarter Section line divides the parcels.

6. History of the Property:

As stated in the previous appraisals on the stadium property; 2009 Job No: J4I1597 and 2011 Job No: J4I1597B, it has been owned by Jackson County for more than five years and leased by the Jackson County Sports Authority.

The stadium property is improved with the Truman Sports Complex, housing stadiums for the Kansas City Royals, the Kansas City Chiefs, as well as other buildings, such as a practice facility for the chiefs. Both Stadiums were completed by 1973 and were renovated in 2010; to update and improve fans' game day experiences. Per the yearly facility assessments conducted by JCSCA and Burns and McDonnell; both of the facilities are in satisfactory condition. Arrowhead Stadium holds approximately 80,000 fans and offers amenities such as club level suites, luxury suites, bars, restaurants and other venues geared toward large scale entertainment. Kauffman Stadium holds approximately 38,000 fans, and offers such amenities as an outfield concourse, kids' area, bars, restaurants, hall of fame/conference center, and various other spaces geared toward large scale entertainment. These improvements on the subject property are not impacted by the acquisition as outlined in the body of this report, and their contributory value has not been included in this analysis.

There are no known sale listings of the subject property.

7. Description of Realty Prior to Acquisition:

A. Land:

The subject area is at the northwestern quadrant of the stadium complex. It is an irregular rectangular polygon that steeply slopes northerly to the 100 year flood contour line at the right of way of I-70. Water run-off from I-70 also flows southerly toward a drainage easement, diverting water off the I-70 east entrance ramp. The property is heavily wooded with mature trees and brush. The site is below grade of I-70 to the north and Stadium Drive to the south. The subject area drains to the north.

As identified from the 2011 appraisal report, the entire sports complex has 480.17 acres or 20,916,205 sq. ft. of land area. The subject site, as calculated by the Jackson County Assessor, has 22.25 acres or 969,428 square feet.

The subject property is not improved and according to FEMA (290173) is located in an area of minimal flood hazard.

Access Before Acquisition: Stadium Drive & Exit 63-B from I-435

Utilities In Use Before Acquisition: All Utilities Available

Utilities Available Before Acquisition: All Utilities Available

B. Zoning:

According to the zoning map provided by the City of Kansas City, the Stadium complex property has several districts, these include: M1-5, Industrial, R-7.5, and R1a—Residential & Multifamily, and B2-2, Business/Retail. See attached KCMO zoning map. The current construction site is zoned R-7.5.

Code: R-7.5

Category: Residential

Compliance: Yes, vacant land

C. Fee Owned Improvements, Fixtures and Personalty:

None, the site is vacant

D. Tenant Owned Improvements, Fixtures and Personalty: None, the site is vacant.

E. Other Appraisal Considerations: The acquisition area (permanent easements and temporary easements) lies outside the existing stadium improvements as noted above, and there are no other fee owned or tenant owned improvements within the acquisition area.

8. Highest and Best Use and Effect of Acquisition:

The Highest and Best use defined as “The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value” (The Appraisal of Real Estate 11th Edition, Page 50).

One must ask which are physically possible, legally permissible, financially feasible and maximally productive. The factors above were considered and applied in a funneling manner to test the highest and best use. The possible number of uses was narrowed by application of each succeeding test, and led the appraiser to the conclusion of the subjects current Highest and Best Use. Due to the physical topographical features of the subject site, the appraiser concludes that the Highest and Best Use is continued usage as a vacant outer buffer tract of the Sports Complex.

9. Description of the Acquisition and Effects on the Remainder:

As part of the MoDOT project J4I1597C, the upgraded I-70 & I-435 interchange will include grading, drainage, pavement, signage, utilities, retaining wall, bridge repair, pavement marking and lighting. No additional right of way is needed for the construction of this project. Temporary construction easements and permanent drainage easements are required from the subject property. The project is planned to last two years.

A. Land:

The construction plans include the following Jackson County Assessor parcels 32-320-03-01 (west) and 32-310-02-01 (east). They are separated by the ¼ section line. The construction is planned at the north edge of these parcels adjacent to the right of way of the entrance ramp from northbound I-435 to eastbound I-70. Both parcels include drainage easements which follow the 100 year flood contour line, sloping inside the northern parcel line of each. In addition, they both include temporary construction easements (TCE). The east parcel has the largest drainage easement, with TCE on both sides.

Parcel 32-320-03-01 (west) contains 8.72 acres or 379,796 sq. ft. and 32-310-02-01 (east) contains 13.54 acres or 589,632 sq. ft. The construction plans require 66,880.72 sq. ft. or 1.53± acres of permanent drainage easement and 12,747.58 sq. ft. or 0.29 acre of TCE. The utilization of these drainage easements does not detract from the overall parcel size to the owner. The TCE will go away when the construction project ends in two years (see the MHTC site plans for J4I1597C in the addendum section of this report). Overall, the site is below the grade of Stadium Drive, I-435 & I-70, and it drains to the north at the Right of Way line of the I-70 entrance ramp.

The land area will remain the same; no right of way is required in the construction plan.

Access After Acquisition: Stadium Dr., 63-B entrance to I-70
Utilities In Use After Acquisition: All Utilities Available
Utilities Available After Acquisition: All Utilities Available

B. Zoning:

Code: R-7.5

Category: Residential

Compliance: Yes, vacant land

- C. Fee Owned Improvements, Fixtures and Personalty: Remains the same as previously stated.
- D. Tenant Owned Improvements, Fixtures and Personalty: Remains the same as previously stated.
- E. Other Appraisal Considerations: None

10. Analysis and Supporting Data for Compensable Losses:

A. Analysis of Overall Land Value:

All area sales were given consideration; however the indicated sales below best represent valuation of the subject.

Land value of the subject is estimated by comparing it to similar property sale. Local brokers, appraisers, other real estate professionals, and multiple listing sites were contacted for information about sales and listings. All sales known to the appraiser were considered.

Sale #1 and the subject are similar in zoning and availability of utilities. Adjustments were made for differences between the subject and the comparable sale.

It does not appear that the Kansas City Zoning Map for the Truman Sports Complex has been modified since its construction. The area of the subject site appears to be zoned R-7.5, a residential designation. The appraiser states that the Highest & Best Use of the site is for its continual use as a vacant outer buffer tract for the sports complex due to its topography. Therefore, the appraiser concludes that the multiple zonings equates to a similar zoning of Sale #1, requiring no adjustment.

	Subject	Sale #1
Location	N. of Stadium Dr. @ I-70	Menards @ i-70
Date of Sale		14-Oct
Sale Price		\$4,400,000
Size	22.25 AC/969,428± SF	51.88 AC/2,259,892± SF
SP/Unit		\$84,811 AC/\$1.95 SF
Zoning	Similar	Commercial
Topography	Steeply/Sloping	Level/Moderate Slope
Access	I-435/I-70	Local Street
Condition of Sale	Mar-18	Oct-14
Percent Adjustment	0	5%
Adjusted AP/Unit	0	\$89,051 AC/\$2.05 SF
Differences		
Access	Good	10%
Visibility	Good	10%
Topography	Steeply Sloping	-10%
Net Adjustment		10%
Adj. Sale Price/SF		\$2.25/SF

Comparable Land Sale #1 was an assemblage sale from two different grantors for the future building of a Menards Home Improvement Store. The northern parcel sold for \$3,976,940 which is approximately 33.88 acres or \$117,383 per acre. The southern parcel sold for \$423,060 which is approximately 18 acres or \$23,503 per acre. The combined sale price per acres equates to \$4,400,000 and \$84,811/AC or \$1.95/SF. The sale was replatted after the assemblage.

Market Condition:

Sale #1 occurred in 2014. Since that time, property values have increased over the previous four years. An upward adjustment was considered for the difference in market conditions.

Access:

The subject has better access to the property via the interstate system to the north and west. In addition there are three main access roads: Stadium Dr., Raytown Rd., & Blue Ridge Cutoff. The Sale #1 only has one entrance that allows access to the property. In the Appraiser's opinion, Sale #1 is inferior to the subject regarding access; therefore an upward adjustment is warranted.

Visibility:

Sale #1 is located on the north side of I-70 at the S. Little Blue Parkway junction. Sale #1 is in a location that is considered inferior to the subject because it has less visibility. The subject sits at the junction of two very busy interstate highways. Sale #1 has received an upward adjustment due to difference in visibility.

Topography:

The subject topography is very irregular, and it would be very costly to develop. There are 1.5± acres located along a 100 year flood contour line. Sale #1 is superior to the subject in this regard, therefore a negative adjustment.

Total Net Adjustment: 10% increase

Conclusion-Overall Unit Value of Land: \$93,292 per acre or \$2.25 per S.F

Based on the analysis of the Comparable Sales Approach, the appraiser has reconciled an adjusted per unit value for the subject site at \$2.25/ sq. ft. or \$93,292 /acre.

B. Analysis of Value of Land Acquired (if different from overall value):

Conclusion-Unit Value of Land Acquired: \$ N/A

C. Analysis of Value of Improvement in the Acquisition: \$ N/A

D. Analysis of Damage to the Remainder:

Permanent Drainage Easement: The two permanent drainage easements are designed to control flooding. The drainage easements are located along the containment line of the 100 year flood elevation. Damages are estimated @ 50% of the Market Value and calculate as:

Permanent Easement @ 50% of Market Value
 $66,880 \text{ SF} \times \$2.25/\text{SF} = \$150,480 \times 50\% = \$75,240$

Temporary Construction Easements are typically paid at a rate of 10% of full land value per year of the project. This project is planned for two consecutive seasons.

Temporary Easement @ 10%
 $12,748 \text{ SF} \times \$2.25/\text{SF} = \$28,683 \times 10\% \times 2 \text{ (years)} = \$5,736$

Conclusion-Estimated Damage to the Remainder: \$81,000 (R)

E. Other Appraisal Consideration: N/A

11. Estimate of Total just Compensation:

Estimated Value Before Acquisition:	\$2,181,213
(Affected parcel has a total of 969,428 S.F × \$2.25)	
Estimated Value After Acquisition:	\$2,100,213
Indicated Just Compensation Due to Acquisition	\$81,000

12. Allocation of Just Compensation:

A. Fee Holder's Interest:

1. Land Acquired:		\$0
2. Improvements:		\$0
3. Total Land and Improvements:		\$0
4. Damages to the Remainder:		
Permanent Easement:	1.54 ac	\$75,240
Temporary Easement:	0.29 ac	\$ 5,736
Other Damages:		N/A
Total Damages to the Remainder:		\$81,000
5. Total Just Compensation Due Fee Holder		\$81,000

B. Tenant Owner's Interest:

1. Tenant Owned Improvements:		\$ N/A
Total Tenant Owned Improvements:		\$ N/A
2. Damage to Tenant Owned Improvements:		\$ N/A
Total Damage to Tenant Owned Improvements:		\$ N/A
3. Leasehold Interest:		\$ N/A
Total Leasehold Interest:		\$ N/A
4. Total Just Compensation Due Tenant Owner		\$ N/A

13. Uneconomic Remnant:

\$ N/A

14. Salvage Value:

Item:

\$ N/A

Required Attachments:

Assumptions and Limiting Conditions (Form 236.6.3.1.A)

Certification of Appraiser (Form 236.6.3.1.B)

Site Plan

Photographs

Floor Plans of Acquired Residential Units and Structures With Internal Walls

Sale Forms (Forms 236.6.3.5.A and 236.6.3.5.B)

Sale Map

Optional Attachments:

Cover Letters

Table of Contents

Appraiser Qualifications

Engagement Letter or Notice to Proceed

Legal Instructions, if any

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, in the appraisal of realty and realty rights except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule.

The appraiser assumes no responsibility for matters legal in character, nor does he/she render any opinion as to the title, which is assumed to be good. Unless otherwise specified in the report, the property is analyzed as though free and clear and under responsible ownership and competent management.

Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser. The value conclusions are subject to the correctness of said data.

The appraiser assumes that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity had been stated, defined and considered in the appraisal report. The appraiser assumes that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or the adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

The appraiser has made no engineering survey. Except as specifically stated, data relative to size and areas were taken from sources considered reliable. That the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report

The distribution of the total valuation in this report between land, improvements and estimated damages applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The appraisal is for purposes of valuation only and is not to be taken, used or represented as an endorsement or guarantee of the physical, structural or equipment conditions which exist in the property. It is assumed that there are no hidden defects which would not be apparent from visual inspection and that all equipment is operable unless otherwise indicated by the owner or owner's representative.

All maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

Consideration has not been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property unless otherwise stated.

Possession of this report or any copy hereof does not carry with it the right of publication, nor may the same be used for any purpose by any party except the Missouri Department of Transportation without the previous written consent of the appraiser, and in any event, only in its entirety and with proper qualification. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of author, particularly as to the valuation conclusions or the identity of the appraiser. The appraiser acknowledges that a copy of the report may be provided to the owner of the property appraised, or their representative. No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated. No consideration has been given in the appraisal to the value, if any, attributable to growing crops on any portion of the property appraised unless otherwise stated.

The estimated value after acquisition is based on the project being constructed in the manner proposed, as furnished to the appraiser as of the date of appraisal.

It is assumed that drainage, surface condition of land and easements, access, access during construction will not be detrimental to the value of the property, unless otherwise stated and addressed in the report.

**ADDITIONAL LIMITING CONDITIONS (USPAP)
EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS**

Extraordinary Assumption

An assumption directly related to a specific assignment, as of the effective date of

The assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or about the integrity of data used in an analysis.

No staking of the acquisition area was available; therefore, the "footprint" of the acquisition area was estimated and, again, my estimate of compensation is subject to review and revision should future staking be completed.

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The appraiser has, for the purposes of this appraisal assumed the acquisition of the necessary right-of-way, together with the completion of the subject project, as of the effective date of this report. Because this is contrary to what actually exists, a hypothetical condition has been assumed.

CERTIFICATE OF APPRAISER

I hereby certify that:

I have personally inspected the property herein appraised and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

To the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based is correct; subject to contingent and limiting conditions therein set forth, or referenced.

I understand that such appraisal may be used in connection with the disposal of realty, realty rights, and/or personalty for a project of the State of Missouri.

Such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right of way for such purposes.

Neither my employment nor my compensation for making this appraisal report are in any way contingent upon the values reported herein.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from such property appraised.

The reported analyses, opinions and conclusions are limited only by the reported, or referenced contingent and limiting conditions and are my personal unbiased professional analyses, opinions, and conclusions.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, in the appraisal of realty and realty rights.

No one provided significant professional assistance to the person signing this report except as specified herein.

I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Missouri Department of Transportation or officials of the United States Department of Transportation and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

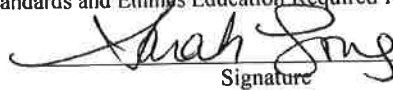
My opinion of the Fair Market Value of the Subject as of the 20th of March 2018 is \$81,000.00 based upon my independent appraisal and the exercise of my professional judgment.

The reported analyses, opinion and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethic and Standards of Professional Appraisal practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by the duly authorized representative

As of the date of this report, I have completed the Standards and Ethics Education Required for Candidates of the Appraisal Institute.

Date: 4/11/18


Signature

Sarah Long-Right of Way Specialist
Certified General Real Estate Appraiser Trainee
State of Missouri, Certificate # 2017043373

Route: 1-70 & I-435
County: Jackson
Job No. J411597C
Parcel No: 1

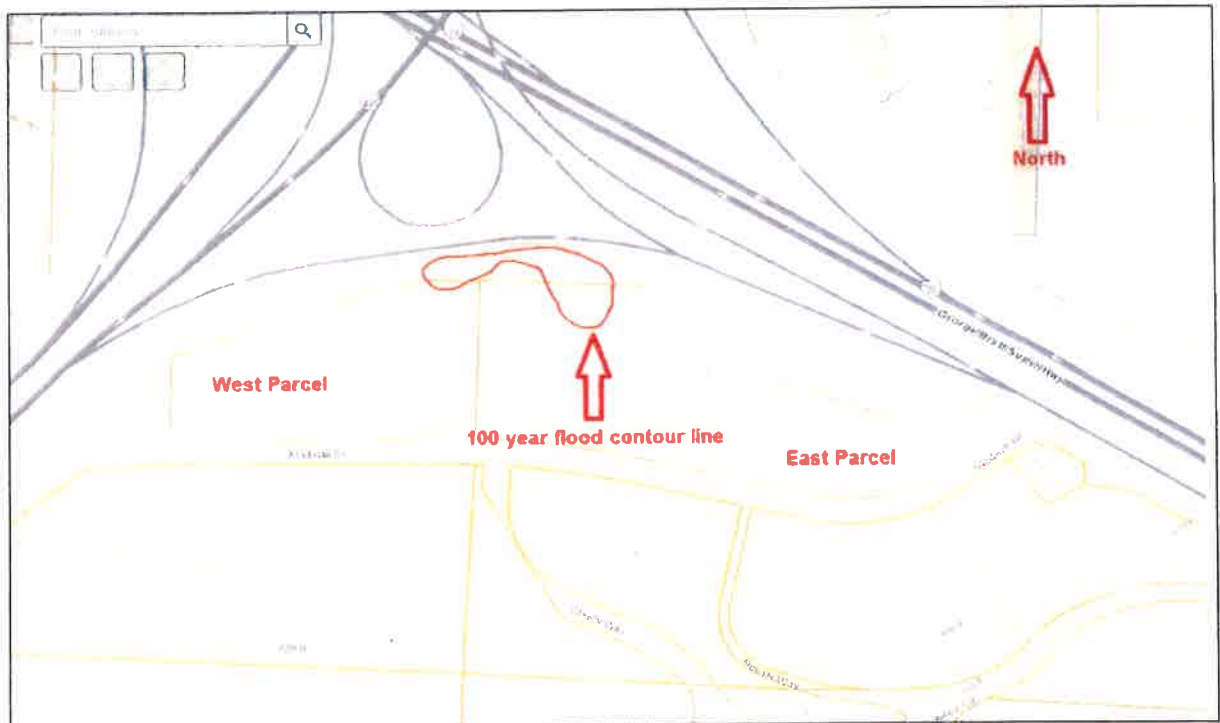

Signature

Loreje N. BayanWilson
Certified General Real Estate Appraiser
State of Missouri, Certificate # RA001436

Site Map



Jackson County Ortho Map 2016



Jackson County Contour Map

Photographs



Looking southwesterly from the I-70 East Entrance Ramp



Looking southerly from the I-70 East Entrance Ramp

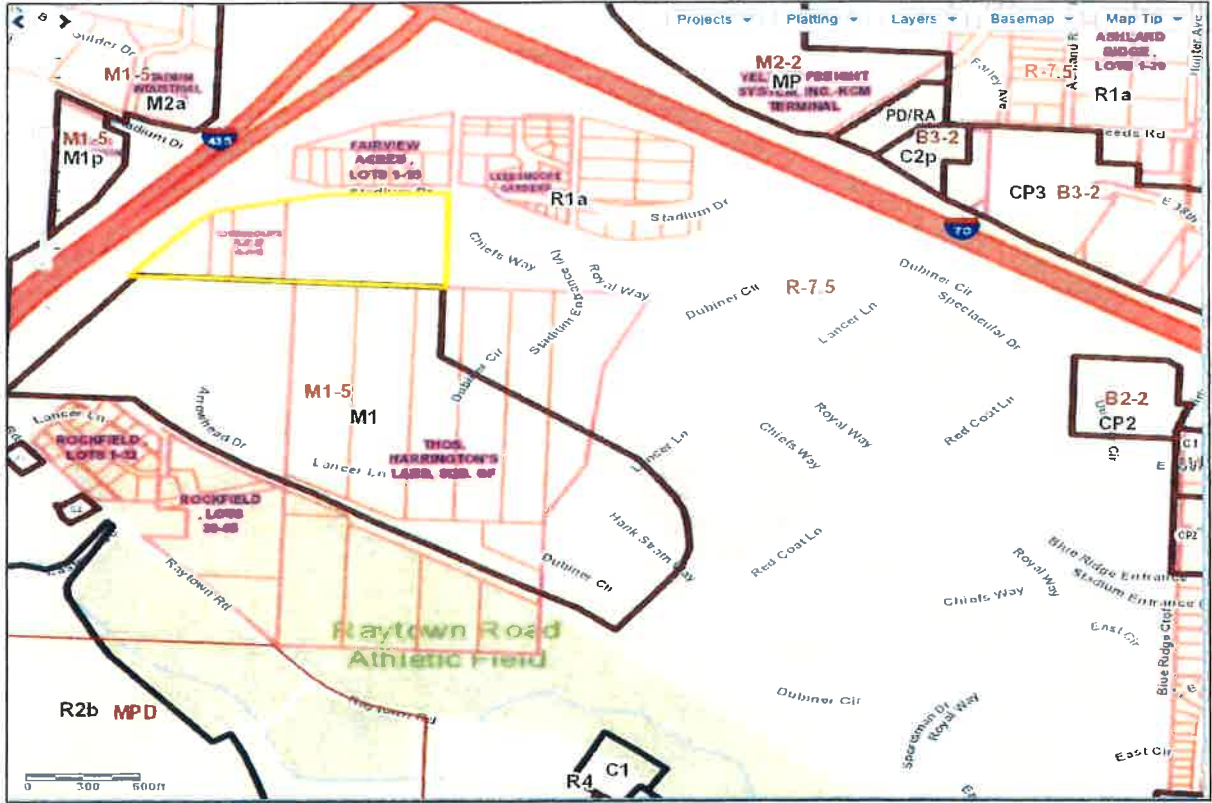


Looking southerly from the I-70 East Entrance Ramp



Looking southeasterly from the I-70 East Entrance Ramp

KCMO Zoning Map



FEMA Flood Map



Sales Map



VACANT LAND SALE

SELLER: Sterinson Auto and Electrical School Company

BUYER: Menard, Inc.

INST.: CWD DATE: 10/24/2014

RECORDED: B P

or INSTRUMENT #: 2014E0090093

COUNTY: Jackson

SELLING PRICE: \$3,976,940.00

SITE AREA: 1,475,812 Square Feet

UNIT PRICE: \$2.69 PER Square Foot

SITE DIMENSIONS Irregular

BUILDING AREA: None

ZONING: Commercial

ZONING COMPLIANCE: YES

HIGHEST AND BEST USE: Commercial

UTILITIES: All Utilities Available

TRANSACTION TYPE: Arms Length

FINANCING: Cash



Photo of Sale Property:

SPECIFIC LOCATION OF SALE: 4101, 4015, 4103 S. Little Blue Parkway, Independence, MO 64015

SALE VERIFICATION:

Sale price was confirmed by Lorene Bayan on 03/06/2018
with Certificate of Value at \$3,976,940.00 total price

THE APPRAISER CONFIRMS ON FORM 6-3.1B, CERTIFICATE OF APPRAISER, THAT SALE WAS PERSONALLY INSPECTED.

LEGAL DESCRIPTION: Final Plat Menard Lots 1-5, Lots 1, 2, 4 & 5

LAND DESCRIPTION: The sale is a flat, irregular shaped lot. It has been cleared of brush and trees. According to FEMA(29095C0312G), the sale is located in an area of 0.2 PCT Annual Chance of Flood Hazard. The sale has access from the S. Little Blue Parkway that sits on the westerly side of the property.

IMPROVEMENTS: None

COMMENTS:

After the sale, a Plat was filed. The current parcels are:
34-100-04-23-01-0-00-000
34-100-04-23-02-0-00-000 - 4101 S. Little Blue Parkway
34-100-04-26-00-0-00-000
34-100-04-27-00-0-00-000 - 4121 S. Little Blue Parkway
34-100-04-28-00-0-00-000 - 4049 S. Little Blue Parkway
34-100-04-29-00-0-00-000 - 4045 S. Little Blue Parkway
34-100-04-22-00-0-00-000 - 20300 East Jackson
34-100-04-21-00-0-00-000 - 4005 S. Little Blue Parkway

VACANT LAND SALE

SELLER Little Blue Land, LLC.

BUYER Menard's LLC

INST WD DATE 10/23/2014

RECORDED B P

or INSTRUMENT #: 2014E0090094

COUNTY: Jackson

SELLING PRICE: \$423,060.00

SITE AREA: 784,416 Square Feet

UNIT PRICE: \$0.54 PER Square Foot

SITE DIMENSIONS Irregular

BUILDING AREA: None

ZONING: Commerical

ZONING COMPLIANCE: YES

HIGHEST AND BEST USE: Commercial

UTILITIES: All Utilites Available

TRANSACTION TYPE: Arms Length

FINANCING: Cash



Photo of Sale Property:

SPECIFIC LOCATION OF SALE: 4131 South Little Blue Parkway, Independence, MO 64015

SALE VERIFICATION:

Sale price was confirmed by Lorene Bayan on 03/06/2018
with Certificate of Value (grantee) at \$423,060.00 total price

THE APPRAISER CONFIRMS ON FORM 6-3.1B, CERTIFICATE OF APPRAISER, THAT SALE WAS PERSONALLY INSPECTED.

LEGAL DESCRIPTION: Final Plat Menard lots 1-5, Lot 3 & Tract A

LAND DESCRIPTION: Fairly flat, partially wooded lot with a large lake in the Southeast quadrant of the parcel. The parcel has access from S. Little Blue Parkway that lies on the westerly property line. According to FEMA(29095C0312G), the parcel is in an area of 0.2 PCT Annual Chance of Flood Hazard.

IMPROVEMENTS: None

COMMENTS: This Parcel is accessible via a private street south of Menards Building Supply at Jackson & Little Blue Parkway

This sale has three Parcel ID numbers. 34-610-02-04-02-0-00-000
34-610-02-04-01-0-00-000
34-610-02-05-00-0-00-000