

AN ORDINANCE APPROVING THE FINAL PLAT OF THE NORTHLAND INNOVATION CAMPUS – LOTS 1, 2 & 3 AND DIRECTING THE APPROPRIATE OFFICIALS TO AFFIX THEIR SIGNATURES TO SAID PLAT FOR RECORDING; AND APPROVING THE FORM AND EXECUTION OF A FIRST AMENDMENT TO THE PARKING LEASE IN CONNECTION WITH THE APPROVAL OF THE FINAL PLAT.

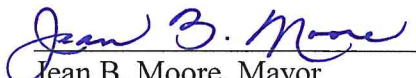
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

SECTION 1. ACCEPTANCE. It appearing to the Council of the City of Gladstone, Missouri, from the Plat filed and exhibited to them that all parties having any right, title, or interest in or to said property described more particularly in the attached Exhibit “A”, having signed said Plat, and it is in the best interests of the City of Gladstone to approve and accept the same; it is hereby ordained by the Council of the City of Gladstone, that the Final Plat described in the attached Exhibit “A” as “Northland Innovation Campus – Lots 1, 2, & 3” is hereby accepted.


SECTION 2. SIGNATURES. The proper officials of the City of Gladstone, Missouri, are hereby authorized and directed to affix their signatures to said Plat in a manner suitable for recording.

SECTION 3. LEASE AMENDMENT. In connection with the Plat approved herein, the City Council does hereby approve, and does authorize the City Manager to sign and the City Clerk to attest, the First Amendment to Parking Lease in substantially the form attached as Exhibit “B” hereto (the “First Amendment”), which First Amendment amends a Parking Lease dated as of June 8, 2015, pertaining to certain of the property subject to the Plat.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 13TH DAY OF NOVEMBER 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk

1st Reading: November 13, 2023

2nd Reading: November 13, 2023

File



Request for Council Action

RES ☐ # City Clerk Only

BILL ☒ # 23-36

ORD ☒ # 4.655

Date: 11/7/2023

Department: Community Development

Meeting Date Requested: 11/13/2023

Public Hearing: Yes ☐ Date: Click here to enter a date.

Subject: - An Ordinance to approve a Plat and First Amendment to the Parking Lease for the Northland Innovation Campus – Lots 1, 2, & 3.

Background:

Currently, this development has a parking lease that terminates on December 31, 2039. Once the parking lease terminates, the office lot will have no dedicated parking. This re-plat of the office lot and parking lot will help address this future issue for the property owners.

Douglas Stone who is the applicant and legal counsel for this project will be present at the Planning Commission and City Council meetings to answer questions on behalf of the property owners.

Budget Discussion: N/A

Public/Board/Staff Input:

Public: No Comments.

Board: The Planning Commission voted in favor of approving this project request. 9 Yes – 0 No

Staff: City staff recommends approval with one (1) condition. That condition is to edit the final plat to reflect the current Mayor of the City of Gladstone.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor.

Austin Greer
Department Director/Administrator

JM
City Attorney

BB
City Manager

Recorded in Clay County, Missouri

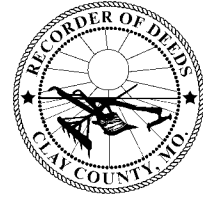
Recording Date/Time: **02/02/2024** at **09:25:04 AM**

Book: **9687** Page: **102**

Instr #: **2024002189**

Pages: **20**

Fee: **\$81.00**



Electronically Recorded
First American Title Ins Co PHILADEL...

Sandra Brock
Recorder of Deeds

FIRST AMENDMENT TO PARKING LEASE

Date of Document: February 1, 2024

Grantor/Landlord: City of Gladstone, Missouri
Mailing Address: 7010 North Holmes
Gladstone, Missouri 64118
Attention: City Manager

Grantee/Tenant: KCP Fee Owner 4, LLC
Mailing Address: c/o Kawa Capital Partners LLC
1010 S. Federal Hwy, Suite 2900
Hallandale Beach, FL 33009
Attention: Legal

Reference Book & Page: Book 7519, Page 10 (Instrument No. 2015019750)
Book 7519, Page 11 (Instrument No. 2015019751)
Book 8322, Page 171 (Instrument No. 2018037671)
Book 8322, Page 172 (Instrument No. 2018037672)

Legal Description: See **Exhibit A, Exhibit B, and Exhibit C**

RECORDED BY:
First American Title Insurance Company
National Commercial Services
50 South 16th Street, Suite 2600
Philadelphia, Pennsylvania 19102
NCS-931102A

NOTICE TO ANY ASSIGNEE OF THE LANDLORD'S OR TENANT'S INTEREST UNDER THE CHAPTER 100 LEASE AS MEMORIALIZED OF RECORD BY THE MEMORANDUM OF CHAPTER 100 LEASE, (X) THE LANDLORD'S INTEREST UNDER THE CHAPTER 100 LEASE MAY NOT BE ASSIGNED SEPARATE AND APART FROM THE FEE INTEREST IN THE LAND AND THE LANDLORD'S INTEREST IN THE PARKING LEASE, AND (Y) THE LEASEHOLD INTEREST UNDER THE CHAPTER 100 LEASE MAY NOT BE ASSIGNED SEPARATE AND APART FROM THE LEASEHOLD INTEREST IN THE PARKING LEASE. SEE SECTION 2(H) OF THIS FIRST AMENDMENT.

FIRST AMENDMENT TO PARKING LEASE

THIS FIRST AMENDMENT TO PARKING LEASE (this "First Amendment") is made and entered into as of February 1, 2024 (the "Effective Date"), by and between the **CITY OF GLADSTONE, MISSOURI**, a third class city organized and existing under the laws of the State of Missouri ("Landlord" or "City"), and **KCP FEE OWNER 4, LLC** a Delaware limited liability company ("Tenant").

WITNESSETH:

1. Landlord, as landlord, and Gladstone Cap LLC, a Delaware limited liability company ("Original Tenant"), as tenant, entered into that certain Lease Agreement dated June 1, 2015 (the "Chapter 100 Lease"), as memorialized of record by that certain Memorandum of Lease Agreement dated June 1, 2015 and recorded in the Recorder's Office of Clay County, Missouri (the "Official Records") as Instrument No. 2015019750 at Book 7519, Page 10 (the "Memorandum of Chapter 100 Lease"). Pursuant to the Chapter 100 Lease, Landlord leased to Original Tenant certain property referred to in the Chapter 100 Lease as the "Project Site" and in the Parking Lease (as defined below) as the "Phase I Property".
2. Landlord, as landlord, and Original Tenant, as tenant, also entered into that certain Parking Lease dated June 18, 2015 (the "Parking Lease"), as memorialized of record by that certain Memorandum of Lease Agreement (Parking Lease) dated as of June 18, 2015 and recorded in the Official Records as Instrument No. 2015019751 at Book 7519, Page 11 (the "Memorandum of Parking Lease"). Pursuant to the Parking Lease, Landlord leased to Original Tenant the Premises (as defined in the Parking Lease).
3. Pursuant to the terms and conditions of that certain Transfer, Assignment and Assumption agreement dated and effective as of November 20, 2018 by and among Original Tenant, Tenant, Landlord, and certain other parties thereto, (i) Original Tenant assigned all of its right, title and interest in and to the Chapter 100 Lease and Parking Lease to Tenant, (ii) Tenant accepted all of the obligations of Original Tenant under the Chapter 100 Lease and Parking Lease arising on or after the effective date thereof, and (iii) Landlord consented to such assignment and assumption, subject to the terms and conditions thereof.
4. The foregoing assignments and assumptions of the Chapter 100 Lease and Parking Lease by Original Tenant to Tenant were memorialized of record, respectively, by that certain Memorandum of Assignment and Assumption of Leasehold Estate dated as of November 20, 2018, by and between Original Tenant and Tenant, recorded in the Official Records as Instrument No. 2018037671 at Book 8322, Page 171, and by that certain Memorandum of Assignment and Assumption of Leasehold Estate (Parking Lease) dated as of November 20, 2018, by and between

Original Tenant and Tenant, recorded in the Official Records as Instrument No. 2018037672 at Book 8322, Page 172.

5. Landlord and Tenant wish to amend the Parking Lease to provide for (i) the release of a portion of the parcel of land constituting the "Land" under the Parking Lease from the Parking Lease, and (ii) the mechanism to convey the remainder of the Land under the Parking Lease to Tenant or its successors upon the occurrence of certain circumstances as provided herein.

NOW, THEREFORE, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. Capitalized terms not otherwise defined in this First Amendment shall have the meaning set forth in the Parking Lease or the Chapter 100 Lease, as applicable.

Section 2. Amendment of the Parking Lease. The Parking Lease is hereby amended as follows:

(a) Section 2.2 of the Parking Lease is hereby amended in its entirety to read as follows:

"Section 2.2 Term. Tenant will be deemed to accept the Premises as of the Commencement Date. Unless sooner terminated as provided herein, the Term shall commence on the Commencement Date (i.e., June 19, 2015) and thereafter shall be coterminous with the Chapter 100 Lease."

(b) Section 2.4 of the Parking Lease is hereby deleted.

(c) The notice information contained in Section 18.1 of the Parking Lease is hereby amended to read as follows:

"If to Landlord: City of Gladstone, Missouri
7010 North Holmes
Gladstone, Missouri 64118
Attention: City Manager

With a copy to: City of Gladstone, Missouri
7010 North Holmes
Gladstone, Missouri 64118
Attention: City Attorney

With a copy to: Armstrong Teasdale LLP
2345 Grand Boulevard, Suite 1500
Kansas City, Missouri 64108
Attention: Rick McConnell

If to Tenant: KCP Fee Owner 4, LLC
c/o Kawa Capital Partners LLC
1010 S. Federal Hwy, Suite 2900
Hallandale Beach, FL 33009

With a copy to: Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, Florida 33131
Attention: Michael Larson"

- (d) **Exhibit A** to the Parking Lease is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto. From and after the Effective Date, the parcel of land constituting the “Land” set forth in Article 1 of the Parking Lease shall mean and refer to that parcel of land legally described in **Exhibit A** attached to this First Amendment.
- (e) **Exhibit B** to this First Amendment contains a legal description of real property no longer subject to the Parking Lease (herein, the “**Released Area**”). Landlord and Tenant hereby agree that, as of the Effective Date, the Parking Lease and Memorandum of Parking Lease are terminated as to the Released Area, that Tenant has no rights, leasehold or otherwise in the Released Area, and that fee ownership of the Released Area is solely in Landlord free of any claim of Tenant. From and after the Effective Date, Landlord and Tenant shall not have any further obligations under the Parking Lease as to the Released Area but upon request by Landlord, Tenant will promptly deliver any recordable release or other instrument reasonably requested by Landlord to confirm termination of the Parking Lease and Memorandum of Parking Lease as to the Released Area.
- (f) **Exhibit C** to the Parking Lease is hereby deleted in its entirety and replaced with **Exhibit C** attached hereto. From and after the Effective Date, all references to the Phase I Property shall mean and refer to the real property described on **Exhibit C**.
- (g) **Option or Obligation to Purchase**. Upon the termination of the Chapter 100 Lease, if Tenant has exercised its option to purchase the Project (as defined in the Chapter 100 Lease) and satisfied all conditions contained in **Section 11** of the Chapter 100 Lease for the purchase of the Project thereunder, or Tenant is obligated to purchase the Project pursuant to **Section 11.4** of the Chapter 100 Lease (the “**Put Call**”), the special warranty deed to be delivered from Landlord to Tenant described in **Section 11.2** of the Chapter 100 Lease shall convey both the Project and the Land under the Parking Lease to Tenant for no consideration from Tenant other than the purchase price required to be paid under the Chapter 100 Lease. In the event such option is not exercised and/or conditions to the exercise thereof have not been satisfied, and/or Tenant has not become obligated to purchase the Project, the Parking Lease will terminate at the end of the Term.
- (h) **Drainage Easement**. In connection with the earliest to occur of (i) Tenant’s exercise of its option to purchase or the Landlord’s exercise of its Put Call described in **Section 2(g)** of this First Amendment or (ii) any sale or transfer of the Land or the Released Area by Landlord such that after giving effect to such transaction(s) the fee interest in the Land and the fee interest in the Released Area are no longer owned by the same owner, Landlord and Tenant acknowledge and agree that the drainage easement in the form attached hereto as **Exhibit D** (the “**Drainage Easement**”) shall be recorded in the Official Records and Landlord and Tenant will cooperate with each other to cause the fee owner of the Released Parcel, as grantor, and the fee owner of the Land, as grantee, after giving effect to the applicable transaction, to execute, acknowledge, deliver and record the Drainage Easement as part of any such transaction. The Drainage Easement is not being recorded in connection with this First Amendment because the dominant and servient estates under the Drainage Easement are currently owned by Landlord.
- (i) **Ownership of Phase I Property and the Land**. It is the intention of the parties hereto that the landlord’s interest under the Chapter 100 Lease and the Parking Lease shall be vested in Landlord and its successors in title to the Phase I Property and the Land and, similarly, the leasehold interest under the Chapter 100 Lease and the Land under the Parking Lease shall be

vested in Tenant and its successors in interest under the Chapter 100 Lease and the Parking Lease. Accordingly, in the event (i) that the ownership of the fee interest in the Phase I Property and the Landlord's interest in the Chapter 100 Lease is conveyed and assigned by Landlord during the term thereof from time to time, this Parking Lease shall be deemed assigned to the transferee of the Phase I Property and the assignee of the Chapter 100 Lease, and any transferee of the Phase I Property and assignee of the Chapter 100 Lease shall be deemed to have taken assignment of the Parking Lease and assumed the obligations of Landlord thereunder from and after the date of such assignment, and (ii) that the leasehold interest in the Chapter 100 Lease is assigned by Tenant during the term thereof from time to time, this Parking Lease shall be deemed assigned to the assignee of the Chapter 100 Lease, and any assignee of the Chapter 100 Lease shall be deemed to have taken assignment of the Parking Lease and assumed the obligations of Tenant under the Parking Lease from and after the date of such assignment. For clarity, Landlord and Tenant acknowledge and agree that (x) the fee interest in the Phase I Property and the landlord's interest under the Chapter 100 Lease may not be assigned separate and apart from the fee interest in the Land and the Landlord's interest the Parking Lease, and (y) the leasehold interest under the Chapter 100 Lease may not be assigned separate and apart from the leasehold interest the Parking Lease. This paragraph shall constitute pre-approval of the Landlord to the assignment of the Parking Lease to any assignee of the Chapter 100 Lease.

Section 3. Governing Law. This First Amendment shall be governed by and construed in accordance with the Constitution and laws of the State of Missouri applicable to contracts made and performed in the State of Missouri.

Section 4. Execution in Several Counterparts. This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties hereto shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 5. Severability. If any provision in this First Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. Reaffirmation of Representations and Warranties. The Landlord and the Tenant hereby reaffirm, as of the date hereof, their respective representations and warranties, if any, contained in the Parking Lease.

Section 8. Ratification of Parking Lease; Effect on Memorandum of Parking Lease. Except as otherwise provided in this First Amendment, the provisions of the Parking Lease are hereby ratified, approved, and confirmed and incorporated herein. In the event of any conflict between the terms of the Parking Lease and this First Amendment, the terms of this First Amendment shall prevail. Use of the term "Parking Lease" or "Lease" in the Parking Lease shall mean the Parking Lease as supplemented and amended by the First Amendment. In the event of any conflict between the terms of the Memorandum of Parking Lease and this First Amendment, the terms of this First Amendment shall prevail, and Landlord and Tenant intend that this First Amendment shall work as a modification of the Memorandum of Parking

Lease to be consistent with the terms of this First Amendment, including that, from and after the Effective Date, the “Leased Premises” described in the Memorandum of Parking Lease shall be the Land described on **Exhibit A** attached hereto.

Section 9. Authority. Each of the Landlord and the Tenant covenant that it is duly authorized under the laws of the State to execute and deliver this First Amendment, and that all action on each of their respective parts for the execution and delivery of this First Amendment has been duly and effectively taken.

Section 10. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Tenant certifies it is not currently engaged in and shall not, for the Term of Parking Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease, effective as of the day and year first above written.

CITY OF GLADSTONE, MISSOURI

By: [Signature]
Name: Bob Baer
Title: City Manager

ATTEST

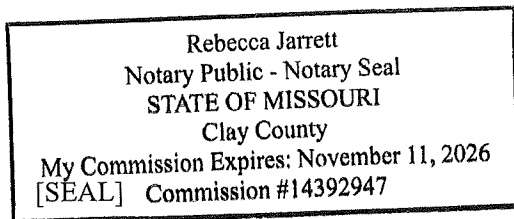
[Signature]
Kris Keller, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 29 day of Jan, 2024, before me, the undersigned, a Notary Public, appeared **Bob Baer** and **Kris Keller**, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of the **CITY OF GLADSTONE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

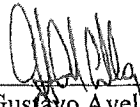
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Rebecca Jarrett
Typed or Printed Name:
Rebecca Jarrett
Notary Public in and for said State

My commission expires: 11-11-26

KCP FEE OWNER 4, LLC,
a Delaware limited liability company

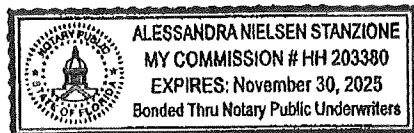
By: 
Name: Gustavo Avellar
Title: Authorized Officer

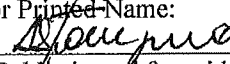
ACKNOWLEDGMENT

STATE OF FLORIDA)
)SS.
COUNTY OF BROWARD)

On this 26th day of JANUARY, 2024, before me by means of ☒ physical presence or ☐ online notarization, the undersigned, a Notary Public, appeared Gustavo Avellar, to me personally, known, who, being by me duly sworn, did say that he is the Authorized Officer of **KCP FEE OWNER 4, LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members or managers, as applicable, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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



Alessandra Nielsen Stanzione
Typed or Printed Name:

Notary Public in and for said State

My commission expires: November 30, 2025

EXHIBIT A

Legal Description of Land

Lot 2 of the REPLAT OF NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3, a subdivision in the City of Gladstone, Clay County, Missouri, recorded on or about the date hereof in the Recorder's Office of Clay County, Missouri.

EXHIBIT B

Legal Description of Released Property

Lot 3 of the REPLAT OF NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3, a subdivision in the City of Gladstone, Clay County, Missouri, recorded on or about the date hereof in the Recorder's Office of Clay County, Missouri.

EXHIBIT C

Legal Description of Phase I Property

Lot 1 of the REPLAT OF NORTHLAND INNOVATION CAMPUS LOTS 1, 2 & 3, a subdivision in the City of Gladstone, Clay County, Missouri, recorded on or about the date hereof in the Recorder's Office of Clay County, Missouri.

EXHIBIT D

Form of Drainage Easement

(See Attached)

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: DRAINAGE EASEMENT AGREEMENT

DATE OF DOCUMENT: _____, 20__

GRANTOR: [_____]

GRANTEE: [_____]

GRANTEE'S MAILING ADDRESS: [_____]

RETURN DOCUMENTS TO: [_____]

LEGAL DESCRIPTION: See **Exhibits A and B**

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into the ____ day of ____, 20 ____, by and between [_____] (“**Grantor**”), and [_____] (“**Grantee**”).

RECITALS:

WHEREAS, Grantor is the fee owner of that certain real property located in Clay County, Missouri and being more particularly described in Exhibit A attached hereto (“**Lot 3**”);

WHEREAS, Grantee is the fee owner of that certain real property located in Clay County, Missouri and being more particularly described in Exhibit B attached hereto (“**Lot 2**”); and

WHEREAS, Grantee desires to obtain, in favor of Lot 2, a perpetual non-exclusive drainage easement over Lot 3 and Grantor is willing to grant such easement, on the terms and conditions set forth herein; and

[**WHEREAS**, the execution and delivery of this Easement was authorized by Ordinance No. _____ of the governing body of the City of Gladstone, Missouri adopted on _____.] *[remove if not applicable]*

NOW, THEREFORE, in consideration of the Recitals stated hereinabove, and the mutual agreements and covenants contained herein, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibits. The recitals set forth above are true and correct and the recitals and each of the exhibits attached hereto are incorporated herein by reference and made part of this Agreement.

2. Grant of Drainage Easement. Grantor does hereby grant and convey to Grantee, its agents, tenants, invitees, successors and assigns, for the benefit of Lot 2, a perpetual non-exclusive easement for (i) the natural drainage and runoff of rainwater and surface water from Lot 2 or any portion thereof, on, over, across, under and through Lot 3, and (ii) the use of any existing storm water drainage facilities, including without limitation, swales, ditches, lines, and pipes, within Lot 3 (collectively, the “**Drainage Easement**”).

3. Non-Interference; Compliance with Laws. Grantor shall at all times permit the natural drainage and runoff of rainwater and surface water from Lot 2 onto Lot 3 and not install or place, or permit to be installed or placed, any obstruction on Lot 3 that could reasonably be anticipated to interfere with the free drainage and flow of rainwater and surface water from Lot 2 onto Lot 3. Grantee and its agents, tenants, invitees, successors and assigns, shall at all times in the use of the Drainage Easement comply with all applicable laws, ordinances, codes, statutes, and governmental rules and regulations.

4. Covenants Running With The Land. It is intended that the terms, conditions, covenants, reservations, easements, rights, obligations and burdens set forth in this Agreement shall run with the title to Lot 2 and Lot 3. Accordingly, this Agreement shall be binding upon and inure to the benefit of the fee owners from time to time of Lot 2 and Lot 3. The Drainage Easement granted herein is subject to all matters of record.

5. Miscellaneous

a. Reservation. Grantor hereby reserves all rights of ownership in and to Lot 3 that are not inconsistent with the Drainage Easement, including, without limitation, the right to grant further easements on, over and/or across Lot 3, and the right to use Lot 3 for all uses not interfering or inconsistent with the Drainage Easement.

b. Governing Laws; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. Venue for any action involving this Agreement shall lie only in Clay County, Missouri.

c. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

d. No Merger. Notwithstanding that fee simple title to any portion of Lot 2 and Lot 3 may now or hereafter be owned by the same individual or entity, the easements, rights, obligations, restrictions and other terms of this Agreement shall not be deemed to be extinguished by merger or otherwise and the same shall be perpetual and shall not be extinguished, except by an instrument expressly declaring such merger duly executed by the then owners of Lot 2 and Lot 3 and recorded among the Real Property Records of Clay County, Missouri.

e. Construction. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

f. Recordation of Agreement. This Agreement shall be recorded in the Official Records of Clay County, Missouri.

g. Waiver. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter.

h. Authority. By their execution hereof, each person executing this Agreement hereby warrants that they have full power and authority to bind the entity for which he or she purports to act hereunder.

i. Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

j. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein with respect to the subject matter hereof. This Agreement may not be changed, altered or modified except by an instrument in writing signed by Grantor and Grantee, or their respective successors and assigns in title.

k. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the parcels. No easements, other than those expressly granted herein, shall be implied by this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day _____, 20__ by _____, as _____ of [_____], as the free act and deed of said entity.

My Commission Expires: _____

NOTARY PUBLIC

Printed name: _____

[Signatures Continue on Following Page]

GRANTEE:

[_____]

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day _____,
20__ by _____, as _____ of [_____], as the free act and deed of said
entity.

My Commission Expires: _____

NOTARY PUBLIC

Printed name: _____

EXHIBIT A

Lot 3 Legal Description



Community Development Department

Staff Report

Date: October 10, 2023

File #:

Requested Action: Final Plat/Re-Plat

Date of PC Consideration: Monday, October 16, 2023

Date of Council Consideration: Monday, November 13, 2023

Applicant: Douglas Stone
Lewis Rice, LLC
1010 Walnut, Suite 500, Kansas City, Missouri 64106
dstone@lewisricekc.com

Property KCP Fee Owner 4, LLC
Owners: 1010 S. Federal Highway, Suite 2900, Hallandale Beach, FL 33009
legal@kawa.com

Address of Property: 6889 North Oak Trafficway Gladstone, MO 64118 - Northland Innovation Campus

Analysis

Currently, this development has a parking lease that terminates on December 31, 2039. Once the parking lease terminates, the office lot will have no dedicated parking. This re-plat of the office lot and parking lot will help address this future issue for the property owners.

Douglas Stone who is the applicant and legal counsel for this project will be present at the Planning Commission and City Council meetings to answer questions on behalf of the property owners.

Recommended Conditions

Edit the final plat to reflect the current Mayor of the City of Gladstone.

Recommendation

City Staff recommends that the request be **APPROVED**.

DEVELOPMENT APPLICATION



CITY OF GLADSTONE

7010 N HOLMES STREET
GLADSTONE, MISSOURI 64118
PHONE: 436-4110 FAX: 436-2228

File #: Plot 23-00003

Application Date: Sept. 28, 23

PC Date: Nov 6, 23 Oct 16, 23

CC Date: Nov 27, 23 Nov 13, 23

Application Type:

- | | |
|--|--|
| <input type="checkbox"/> (PH) Special Use Permit (\$500) | <input type="checkbox"/> (PH) Right-of-Way Vacation (\$200) |
| <input type="checkbox"/> (PH) Zoning Change (\$500) | <input type="checkbox"/> (PH) Variance – BZA (\$200) |
| <input type="checkbox"/> (PH) Site Plan Revision (\$500) | <input checked="" type="checkbox"/> Final Plat/Replat (\$75) |

Address of Action: Northland Innovation Center
6889 North Oak Trafficway
Gladstone, MO 64118

Legal Description:

Attach under separate cover if needed.

See attached Exhibit A (Legal Description of Land under Parking Lease) and Exhibit B (Original Legal Plat Description)

Proposed Change:

A 1) Replat of Northland Innovation Campus and 2) an Amendment to an existing Parking Lease which will together (i) provide permanent parking for Lot 1 on the Replat and (ii) release to the City Lot 3 on the Replat from the existing Parking Lease.

Applicant/Property Owner Information:

☒ Applicant(s): Douglas Stone
Company: Lewis Rice, LLC
Address: 1010 Walnut, Suite 500, Kansas City, Missouri 64106
Phone: (816) 472-2539 Fax: (816) 472-2500 E-Mail: dstone@lewisricekc.com

☐ Property Owner (if different than applicant) KCP Fee Owner 4, LLC
Company KCP Fee Owner 4, LLC
Address 1010 S. Federal Highway, Suite 2900, Hallandale Beach, FL 33009
Phone (305) 560-5292 Fax: (305) 560-5290 E-Mail: legal@kawa.com

☐ Architect/Engineer _____
Company _____
Address _____
Phone _____ Fax: _____ E-Mail: _____

Please indicate in one box above which person is to be the contact.

DEVELOPMENT APPLICATION

OWNER'S AUTHORIZATION

I, Cristina Baldim, in my capacity as Authorized Officer of KCP Fee Owner 4,

LLC _____, do hereby authorize Douglas Stone
(Owner's name) (Applicant's name)

to apply for the following action on my property at Northland Innovation Center,
6889 North Oak Trafficway, Gladstone MO 64118.

- a. Rezone from _____ to _____
- b. Site Plan Revision _____
- c. Special Use Permit _____
- d. Variance _____
- e. Plat/Replat _____ X

Date: 09/14/2023 Owner's Signature: [Signature]

NOTARIZATION

State of Florida

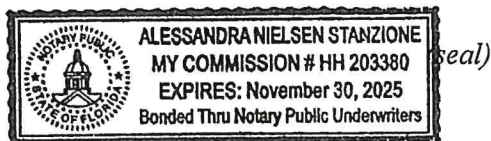
County of Broward

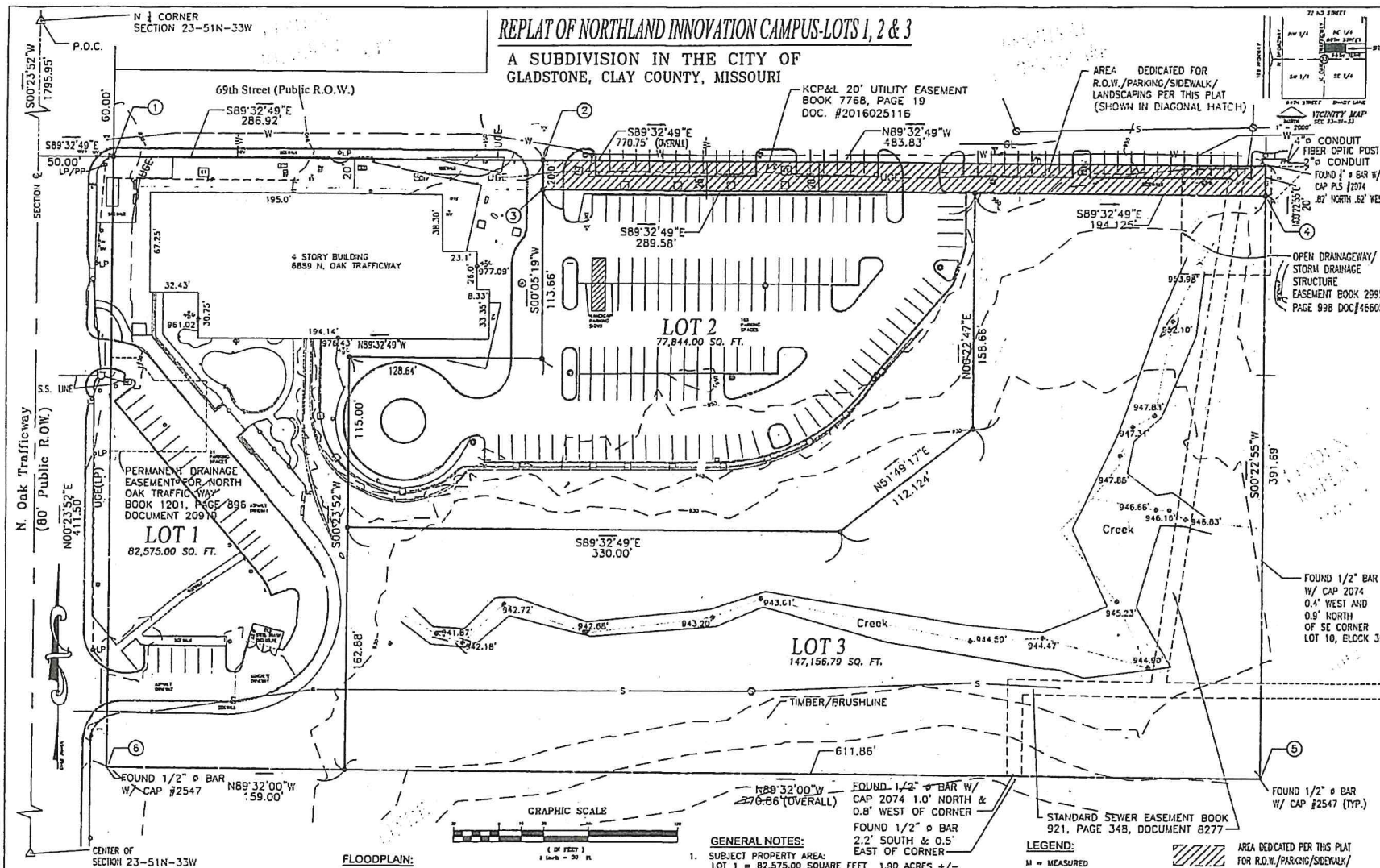
Subscribed and sworn before me by means of ☒ physical presence or ☐ online notarization, this 14th day of September, 2023, by CRISTINA BALDIM. Such person is personally known to me.

Notary's Signature: [Signature]

ALESSANDRA NIELSEN STANZIONE

My Commission expires: November 30, 2025



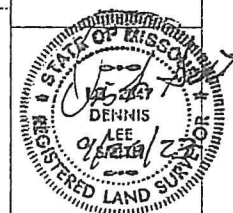


3209 Jeffery Circle
 Independence, MO 64055
 Phone: 816-739-0130
 email: smith.dennis69@gmail.com

Rainmaker Surveying
 Missouri Certificate of Authority
 # X01106192

PREPARED FOR:
 KAWA
 CRISTINA BALDI
 KCP FEE OWNER 4, LLC

**REPLAT OF NORTHLAND INNOVATION CAMPUS-
 LOTS 1, 2 & 3**
 A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI
 6889 N. OAK TRAFFICWAY
 GLADSTONE, CLAY COUNTY, MISSOURI



Dennis Lee Smith - Land Surveyor
 Date: 2/28/23 Sheet 1 of 2
 Scale: 1"=30' Drawn by: MF

RP1

REPLAT OF NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3

A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI

DESCRIPTION:

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51N, RANGE 33W, IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23, TOWNSHIP 51N, RANGE 33W; THENCE S00° 23'52"W ALONG THE SECTION LINE A DISTANCE OF 1795.95' TO A POINT; THENCE S89°32' 49"E A DISTANCE OF 50.00' TO THE POINT OF BEGINNING; THENCE S89°32'49"E ALONG THE SOUTH RIGHT-OF-WAY OF 69TH STREET A DISTANCE OF 288.92 TO A POINT; THENCE S00°05'19"W A DISTANCE OF 20.00' TO A POINT; THENCE N89°32'49"W A DISTANCE OF 483.71 TO A POINT; THENCE S00°22'55"W A DISTANCE OF 391.69 TO A POINT; THENCE N89°32'00"W A DISTANCE OF 770.86' TO A POINT; THENCE N00°23'52"E A DISTANCE OF 411.50' TO THE POINT OF BEGINNING, CONTAINING 307,575.79 SQUARE FEET 7.08 ACRES +/-

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT HAVE CAUSED THE SAME TO BE REPLATTED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREINAFTER KNOWN AS REPLAT OF NORTHLAND INNOVATION CAMPUS, LOTS 1, 2 & 3 PREVIOUSLY KNOWN AS NORTHLAND INNOVATION CAMPUS, FILED WITH THE CLAY COUNTY, MISSOURI RECORDER OF DEEDS FILED APRIL 28, 2015, AS DOCUMENT NO. 2015012817 IN PLAT BOOK H, PAGE 124

LEGAL DESCRIPTION OF DEDICATION, EASEMENT NOTE AND DEDICATION STATEMENT:

A TRACT OF LAND DEDICATED TO THE NORTHLAND TRAILS VISION PLAN DEDICATION/EASEMENT, LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 51N, RANGE 33W, IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI AS SHOWN ON THE REPLAT OF NORTHLAND INNOVATION CAMPUS, OVER, UNDER AND ALONG THE STRIP OF LAND DESIGNATED UTILITY EASEMENT (U.E.) AND A NORTHLAND TRAILS VISION PLAN DEDICATION/EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23, TOWNSHIP 51N, RANGE 33W; THENCE S00° 23'52"W ALONG THE SECTION LINE A DISTANCE OF 1795.95' TO A POINT; THENCE S89°32' 49"E A DISTANCE OF 50.00' TO THE POINT OF BEGINNING; THENCE S89°32'49"E ALONG THE SOUTH RIGHT-OF-WAY OF 69TH STREET A DISTANCE OF 288.92 TO A POINT; THENCE S00°05'19"W A DISTANCE OF 20.00' TO A POINT; THENCE S89°32'49"E A DISTANCE OF 483.71 TO A POINT; THENCE S00°22'55"E A DISTANCE OF 20.00' TO A POINT; THENCE N 89°32'49"W A DISTANCE OF 483.83 TO THE POINT OF BEGINNING, CONTAINING 9,676.43 SQ. FT. OR .22 AC. MORE OR LESS

REPLAT DEDICATION: THE DEDICATED AREA, AS SHOWN ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY AND FIRE HYDRANTS THEREON, IS DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREINAFTER KNOWN AS REPLAT OF NORTHLAND INNOVATION CAMPUS, PREVIOUSLY KNOWN AS NORTHLAND INNOVATION CAMPUS, FILED WITH THE CLAY COUNTY, MISSOURI RECORDER OF DEEDS AS DOCUMENT NO. 2015012817 IN PLAT BOOK H, PAGE 124.

ACKNOWLEDGEMENTS:

IN TESTIMONY WHEREOF KCP FEE OWNER 4, LLC, A DELAWARE LIMITED LIABILITY COMPANY CAUSED THIS INSTRUMENT TO BE EXECUTED HAVE HEREUNTO SET OUR HAND

STATE OF MISSOURI
COUNTY OF CLAY SS

ON THIS _____ DAY OF _____, 2023 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY IN AND FOR THE COUNTY AND STATE ABOVE MENTIONED APPEARED _____ OF _____

KCP FEE OWNER 4, LLC, A DELAWARE LIMITED LIABILITY WHO IS PERSONALLY KNOWN TO ME DULY SWORN DO SAY THAT HE EXECUTED THIS INSTRUMENT AS THE FREE ACT AND DEED OF SAID KCP FEE OWNER 4, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND WAS SIGNED BY ITS AUTHORITY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY

OFFICE IN _____ MISSOURI, THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC IN AND FOR
THE STATE AND COUNTY AFORESAID

SURVEYOR'S CERTIFICATION:

I HEREBY STATE THAT THIS REPLAT OF THE NORTHLAND INNOVATION CAMPUS LOTS 1, 2 & 3 AS DESCRIBED ABOVE AND AS SHOWN ON THE ATTACHED IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS URBAN PROPERTY, ESTABLISHED BY THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND THE DEPARTMENT OF AGRICULTURE. I FURTHER STATE THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

FIELD WORK WAS COMPLETED ON MONDAY, AUGUST 22, 2022.

Date: 9/20/23

Dennis L. Smith PL#2547

CITY CERTIFICATIONS:

THIS REPLAT OF THE NORTHLAND INNOVATION CAMPUS-LOTS 1, 2 & 3 HAS BEEN SUBMITTED TO AND

APPROVED BY THE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2023 AND BY

THE CITY COUNCIL THIS _____ DAY OF _____, 2023.

CITY PLANNING COMMISSION CHAIR

BILL GARDNER, MAYOR

CITY MANAGER, AS OWNER

KRIS KELLER, CITY CLERK



3208 Jeffery Circle
Independence, MO 64055
Phone: 816-739-0120
email: smith.dennis69@gmail.com

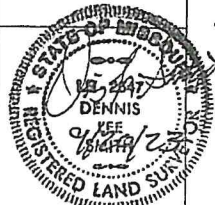
Rainmaker Surveying
Missouri Certificate of Authority
X01106192

PREPARED FOR:
KAIWA
CRISTINA BALDIU
KCP FEE OWNER 4, LLC

REPLAT OF NORTHLAND INNOVATION CAMPUS-

LOTS 1, 2 & 3

A SUBDIVISION IN THE CITY OF GLADSTONE, CLAY COUNTY, MISSOURI
6889 N. OAK TRAFFICWAY
GLADSTONE, CLAY COUNTY, MISSOURI



Dennis Lee Smith—Land Surveyor
Date: 2/28/23 Sheet 2 of 2
Scale: 1"=30' Drawn by: MF

RP2

PLANNING COMMISSION
GLADSTONE, MISSOURI
Gladstone City Hall
Monday, October 16th, 2023
7:00 pm

Item 1 on the Agenda: Roll Call.

Present: Gary Markenson
Kate Middleton
Bill Turnage
Jennifer McGee
Brenda Lowe, Secretary
Cameron Nave
Kim Murch
Spencer Davis
Steve Beamer

Absent: James New
Chase Cookson, Vice Chair
Mike Ebenroth, Chair

Council & Staff Present:

Austin Greer, Assistant City Manager | Community Development Director
Angie Daugherty, Admin. Assistant
Jean B. Moore, Mayor
Alan Napoli, Building Official | Community Development Administrator

Item 2 on the Agenda: Pledge of Allegiance.

Secretary Ms. Lowe led the group in reciting the Pledge of Allegiance to the United States of America.

Item 3 on the Agenda: Approval of the October 2nd, 2023 Minutes. Secretary Ms. Lowe asked if there was a motion to approve the minutes from the October 2nd meeting.

Mr. Beamer moved to approve the minutes; Mr. Turnage seconded. The minutes were approved, 9-0.

Item 4 on the Agenda: Consideration: On a Re-Plat for 6889 N. Oak Trafficway (Northland Innovation Campus) – Lots 1, 2 & 3.

Applicant: Douglas Stone, Lewis Rice LLC

Owner: KCP Fee Owner 4, LLC.

City Council consideration for this project is scheduled for Monday, November 13, 2023.

Mr. Greer read from the staff report:

Currently, this development has a parking lease that terminates on December 31, 2039. Once the parking lease terminates, the office lot will have no dedicated parking. This re-plat of the office lot and parking lot will help address this future issue for the property owners.

Douglas Stone, who is the applicant and legal counsel for this project, will be present at the Planning Commission and City Council meetings to answer questions on behalf of the property owners.

Recommended conditions include editing the final plat to reflect the current Mayor of the City of Gladstone.

City Staff recommends that the request be approved.

Mr. Stone is the applicant of this re-plat. He stated that this property is one lot with an office building and one lot for the parking and undeveloped land. The plan is to make the building and parking lot one parcel, and the city would retain the undeveloped land, which appears to be primarily drainage.

Mr. Markenson asked about the history of the building and whether or not the city financed and built the facility.

Mr. Greer stated that the property currently has a Chapter 100 Bond incentive package but the project was financed and built privately.

Mr. Markenson asked if the building is now owned privately.

Mr. Greer stated that on paper, technically, the City of Gladstone owns the project, but it is truly owned privately.

Mr. Markenson asked who owns the parking lot.

Mr. Greer stated the private developers truly own it, but technically on paper, the City does.

Mr. Markenson asked if this is a re-plat to add more parking.

Mr. Greer stated no, this is not a re-plat to add more parking. There is a timing discrepancy from when the parking lease agreement and the Chapter 100 Bond ends. This re-plat, paired with amending the Chapter 100 Bond at an upcoming City Council meeting will couple both agreements together ending the discrepancy for the private owners.

Mr. Stone stated that Mr. Greer is right, the city did not finance the project. In the Chapter 100 Bond process, the city issues bonds that the private developers buy then they pay rent equal to the bond payment. They still have to go to a bank and secure money to build the project. When Mr. Greer says the City owns the office building and they own the parking lot, technically the city owns the office building and leases it to them. The city technically owns the entire area. What they are doing is they have a lease for the parking lot, but because the parking surface and the green space are all one lot, they don't need the green space. The city would like to keep that green space. When the Chapter 100 Bond ends, the property becomes the private owner's property, but the

parking lot needs to be owned by them too. The only way they can get the surface lot and not get the green space is to break that into two lots by re-platting the property.

Ms. Middleton asked that the green space reverts back to the city.

Mr. Stone stated that the city technically owns it now, and will continue to own it into the future.

MOTION: By Mr. Beamer, second by Ms. Markenson to approve a Re-Plat for Northland Innovation Campus – Lots 1, 2 & 3. Address 6889 N. Oak Trafficway.

Vote: Mr. Murch	Yes
Mr. Markenson	Yes
Mr. Turnage	Yes
Ms. Middleton	Yes
Mr. Beamer	Yes
Ms. McGee	Yes
Mr. Davis	Yes
Ms. Lowe	Yes
Mr. Nave	Yes

The motion carried. (9-0)

Item 5 on the Agenda: Communications from the City Council

Mayor Jean Moore stated that she has no comments tonight.

Item 6 on the Agenda: Communications from the City Staff

Mr. Greer stated that Mr. New resigned from the Planning Commission this past week and that we have Board and Commission interviews coming up in November if you all know anyone who would like to serve. We have posted openings in the Dispatch, social media, website and other avenues as well. You all are invited to the Police Headquarters ribbon cutting ceremony on Friday, November 17th at 10 a.m. Also, thank you to Ms. Lowe for stepping up tonight and leading this meeting.

Item 7 on the Agenda: Communications from the Planning Commission Members

Mr. Turnage stated this Friday the 20th is Friday Fright Night at Oak Grove Park.

Mr. Markenson stated that he will be sending Ms. Daugherty some information that she will forward to the commissioners regarding a speaker at the Kansas City Library. He will be speaking on the topic of city planning and zoning.

Item 8 on the Agenda: Adjournment

Secretary Ms. Lowe adjourned the meeting at 7:13 pm.

Respectfully submitted:

Mike Ebenroth, Chair

Approved as submitted _____

Angie Daugherty, Recording Secretary

Approved as corrected _____

EXHIBIT B

Lot 2 Legal Description