

PLANNING & ZONING COMMISSION REGULAR MEETING AGENDA June 11, 2025, at 6:30 P.M. OPEN TO THE PUBLIC

Located in Grain Valley City Hall – Council Chambers 711 Main Street – Grain Valley, Missouri

ITEM I: CALL TO ORDER

ITEM II: ROLL CALL

ITEM III: PLEDGE OF ALLEGIANCE

ITEM IV: APPROVAL OF MINUTES

• April 9, 2025, Regular Meeting

ITEM V: CITIZEN PARTICIPATION

• Citizens are asked to please limit their comments to two (2) minutes.

ITEM VI: PUBLIC HEARINGS

1. <u>Key Cannabis Dispensary</u>- Requesting a Conditional Use Permit in accordance with City Code 400.240 for a proposed marijuana dispensary with drive-thru development on approximately 1.37-acre lot. The property is zoned District DTZ (Downtown Transition Zone). The 1.37-acre proposed marijuana dispensary is generally located a quarter of a mile west of Buckner Tarsney Road, on the south side of Jefferson Street, just west of the Quik-Trip. AKA 205 NW Jefferson St.

ITEM VII: ACTION ITEMS

1. <u>Key Cannabis Dispensary</u>- Requesting a Conditional Use Permit in accordance with City Code 400.240 for a proposed marijuana dispensary with drive-thru development on approximately 1.37-acre lot. The property is zoned District DTZ (Downtown Transition Zone). The 1.37-acre proposed marijuana dispensary is generally located a quarter of a mile west of Buckner Tarsney Road, on the south side of Jefferson Street, just west of the Quik-Trip. AKA 205 NW Jefferson St. AKA 205 NW Jefferson St.



- **Key Cannabis Dispensary** Site plan review for a proposed dispensary with drive-thru development on approximately 1.37-acre lot. The property is zoned District DTZ (Downtown Transition Zone). The proposed marijuana dispensary is generally located a quarter of a mile west of Buckner Tarsney Road, on the south side of Jefferson Street, just west of the Quik-Trip. AKA 205 NW Jefferson St.. AKA 205 NW Jefferson St.
- 3. <u>Site Plan Review</u> all of Tracts 1, 2, and 3 of Interstate Development Park—Bush Business Park LLC is requesting site plan review for two buildings with warehousing/ office space. The property is in the Downtown Overlay District Transition Zone. The site is generally located on the east side of Jefferson Ct between Jefferson St and Jefferson St AKA 1101 Jefferson Ct.

ITEM VIII: PREVIOUS BUSINESS

None

ITEM IX: NEW BUSINESS

None

ITEM X: ADJOURNMENT

PLEASE NOTE

The next scheduled meeting, if needed, of the City of Grain Valley Planning & Zoning Commission will take place on July 9, 2025, at 6:30 pm.

PEOPLE REQUIRING ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816-847-6210 AT LEAST 48 HOURS BEFORE THE MEETING. UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816-847-6210.



City of Grain Valley

Planning & Zoning Commission Meeting Minutes Regular Meeting

4/9/2025Page 1 of 5

ITEM I: CALL TO ORDER

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session on April 9, 2025, in the Council Chambers at City Hall.
- The meeting was called to order at 6:30 PM by Chair Justin Tyson.

ITEM II: ROLL CALL

- Present: Scott Shafer
- Present: Elijah Greene
- Present: Chris Bamman
- Present: Justin Tyson
- Present: Debbie Saffell
- Absent: Rick Knox (BOA Liaison)
- Absent: Craig Shelton
- Absent: Bob Headley
- There was a quorum.

ITEM III: PLEDGE OF ALLEGIANCE

ITEM IV: APPROVAL OF MINUTES

- Commissioner Bamman motioned to approve minutes from the February 26, 2025 workshop meeting Commissioner Shaffer seconded the motion. The motion was approved by a vote of 5 to 0.
- Commissioner Bamman motioned to approve minutes from the March 12, 2025 regular schedule planning and zoning meeting Commissioner Shaffer seconded the motion. The motion was approved by a vote of 5 to 0.

ITEM V: CITIZEN PARTICIPATION

None

Commissioners Present
Justin Tyson
Scott Shafer
Chris Bamman
Elijah Greene
Debbie Saffell

Commissioners Absent
Bob Headley
Craig Shelton
Rick Knox BOA Liaison

Staff Officials Present
Patrick Martin – CD Director



City of Grain Valley

Planning & Zoning Commission Meeting Minutes Regular Meeting

4/9/2025Page 2 of 5

ITEM VI: PUBLIC HEARINGS

- Commissioner Bamman motioned to open the public hearing for Auto Tow and Recovery LLC, Commissioner Shaffer seconded the motion. The motion was approved by a vote of 5 to 0. 6:32 PM
- **1.** Auto Tow & Recovery- Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ½ mile west of Buckner Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 1st Plat AKA 205 NW Harris Street.
 - Director Martin presented the staff report. Staff recommended approval of the proposed Conditional Use Permit for renewal.
 - Commissioner Greene asked about the location of the property.
 - Director Martin explained where the property was located.
 - Commissioner Greene asked what the previous business at this location was.
 - Director Martin responded a repossession lot.
 - Commissioner Greene asked about the current fencing.
 - Director Martin responded it is currently chain link fence and surrounds the entire property. The Right of Way to the east of the property currently with no fence is not a part of the property.
 - Commissioner Greene asked about the location of the requested privacy fence in the staff report.
 - Director Martin stated the entire lot would need to be screened.
 - Commissioner Tyson asked about the map of the parcel.
 - Director Martin stated the plat should be in the packet.
 - Commissioner Tyson asked for any additional comments none were noted.
 - Commissioner Tyson made a motion to close the public hearing regarding the Auto Tow and Recovery LLC 6:39 PM
- Commissioner Saffell motioned to open the public hearing for City Code Chapter 400 Zoning Regulation Amendment Section 400.290, Commissioner Bamman seconded the motion. The motion was approved by a vote of 5 to 0. 6:40 PM.



City of Grain Valley Planning & Zoning Commission Meeting Minutes

Regular Meeting

4/9/2025 *Page 3 of 5*

2. <u>City Code Chapter 400 Zoning Regulation Amendment Section 400.290</u>- A Resolution (2025-01) recommending to the Board of Aldermen that Title IV (Land Use) of the Code of Ordinances be amended in Section 400.290 (Off-Street Parking and Loading Regulations) limiting the type and number of items allowed that could be parked in the rear yard in certain zoning districts.

- Dale Arnold- 31603 E Ryan Road Grain Valley MO 64029 feels the ordinance as written will make people have to purchase an expensive fence and feels the exception makes the ordinance more expensive for homeowners and would recommend removing the exception. Mr. Arnold also feels it would make neighbors against each other. He understands the grandfather clause and would like for the Cimmission to take his comments into consideration.
- Commissioner Tyson asked for any additional comments, none were noted.
- Commissioner Bamman motioned to close the public hearing for City Code Chapter 400 Zoning Regulation Amendment Section 400.290, Commissioner Saffell seconded the motion. The motion was approved by a vote of 5 to 0. 6:44 PM.

ITEM VII: ACTION ITEMS

- 1. Auto Tow & Recovery- Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ¼ mile west of Buckner Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 1st Plat AKA 205 NW Harris Street.
- Commissioner Greene asked about the location of the lot pertaining to the plat provided.
- Director Martin showed the parcel on the plat.
- Commissioner Tyson asked about the screening material.
- Director Martin stated it was satisfactory for the purpose.
- Commissioner Greene asked about the history of the lot and asked about savaging.
- Director Martin said the lot is currently empty and it will be a tow lot only.
- Commissioner Greene asked where the city tows cars.
- Director Martin responded the City currently has a contract with Hookers Towing and they are located off James Rollo Drive.
- Commissioner Bamman asked if the recommendation for a two-year conditional use permit would align with the lease agreement with the property owner.



City of Grain Valley Planning & Zoning Commission Meeting Minutes Regular Meeting

4/9/2025Page 4 of 5

- Director Martin stated the recommendation of two years does align with the owner's lease agreement of two years.
- Commissioner Greene asked the property owner about surveillance and lighting.
- Nick Logan 205 NW Harris Street Grain Valley MO 64029 "property owner" said light and surveillance was there currently and nothing more would be added unless needed.
- Commissioner Greene asked about entrance and exit from the property
- Nick Logan helped identify the entrance and exit in the packet pictures.
- Mike Switzer 210 Cannon Street Grain Valley MO 64029 questioned for any special conditions for fluids or fire.
- Director Martin stated nothing was required from the Missouri Department of Natural Resources.
- Commissioner Greene confirmed the screening required by the city and what is expected.
- Director Martin stated the screening would need to be complete and part of the fence is wood privacy currently.
- Commissioner Greene made a motion to approve the Conditional Use Permit with a term of two years. Commissioner Bamman seconded the motion. The Commission voted 5-0 to approve the motion.
- 2. City Code Chapter 400 Zoning Regulation Amendment Section 400.290- A Resolution (2025-01) recommending to the Board of Aldermen that Title IV (Land Use) of the Code of Ordinances be amended in Section 400.290 (Off-Street Parking and Loading Regulations) limiting the type and number of items allowed that could be parked in the rear yard in certain zoning districts.
 - Commissioner Shafer stated he believes the fencing will help to screen items and feels this update to the city code is needed and helps protect neighbors from each and help maintain property values. Also, with no Homeowners Associations in place in some locations this will help property owners and agrees how it's written.
 - Commissioner Tyson stated the exception is in place to help people where no one can see the items, it's not hurting anyone, and they can do it.
 - Commissioner Tyson asked if the new code was written as discussed in the previous workshop meeting.
 - Director Martin stated the code update was written exactly as discussed in the previous workshop.



City of Grain Valley Planning & Zoning Commission Meeting Minutes Regular Meeting

4/9/2025Page 5 of 5

- Commissioner Saffell stated she thought privacy fencing helped with screening and believes having the city be able to enforce items to help people is best.
- Commissioner Saffell stated a lot of hard work and effort went into drafted the new code considering multiple items and comparing to other jurisdictions and really believe Grain Valley was and still is one of the most lenient cities in the area.
- Commissioner Greene stated and confirmed the intent of the exception written in the new code.
- Commissioner Shafer made a motion to approve the update to City Code Chapter 400 Zoning Regulation Amendment Section 400.290. Commissioner Bamman seconded the motion. The Commission voted 5-0 to approve the motion.

ITEM VIII: PREVIOUS BUSINESS

• None

ITEM IX: NEW BUSINESS

None

ITEM X: ADJOURNMENT

• Commissioner Bamman made a motion to adjourn the meeting. Commissioner Shafer second the motion. The Commission approved the motion by a vote of 5 to 0.

-The Regular Meeting Adjourned at 7:14 PM-

Grain Valley Community Development

NW Jefferson St & State Route BB

0813010

Printed: 06/03/2025

03/18/2025 - 03/17/2026

Planning and Zoning

General

7dbbec20-fdcf-11ef-93ff-b967e865d3c9

Active

03/10/2025

Under Review

Application Review Status

Pre-Review Approved

Planning and Zoning Not Reviewed

Final-Review Not Reviewed

Fees Payments

Conditional Use \$500.00 03/18/2025 Card Visa *6136 \$500.00

Subtotal \$500.00 Total Paid \$500.00

Amount Paid \$500.00

Total Due \$0.00

Application Form Data

(Empty fields are not included)

First Name

Jacob

Last Name

Dobbs

Phone Number

(816) 468-5858

Email

jacobd@kveng.com

Do you have an additional contact person?

No

NW Jefferson St & State Route BB	
City Grain Valley	
State MO	
Zip Code 64029	
Lot # 9	
Subdivision Interstate Develpment Park	
Zoning District Downtown Transition	
First Name Charles	
Last Name Cuda	
Phone Number (816) 268-4493	
Street Address 1804 Swift Ave, Suite 101	
City North Kansas City	
State MO	
Zip Code 64116	

Please provide a legal description of subject property

Project Street Address

CONTAINING 56,490 SQUARE FEET OR 1.30 ACRES

ALL THAT PART OF LOT 8, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK AND PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST, ALL IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF QUIKTRIP STORE NO. 0259 AS

RECORDED IN BOOK I-190 AT PAGE 54 AS INSTRUMENT NUMBER 2020E0039051; THENCE S06°19'31"E, ALONG THE WESTERLY LINE OF SAID PLAT, A DISTANCE OF 292.57 FEET TO THE SOUTHWEST CORNER OF SAID PLAT: THENCE N86°48'00"W. A DISTANCE OF 42.84 FEET; THENCE N87°02'21"W, A DISTANCE OF 120.02 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE N01°56'37"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 162.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7, SAID REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK: THENCE N87°02'21"W. ALONG THE NORTHERLY LINE OF SAID LOT 7 AND ALONG THE NORTHERLY LINE OF LOT 4, SAID REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, A DISTANCE OF 300.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N. JEFFERSON STREET; THENCE N01°58'41"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.82 FEET; THENCE N40°17'43°E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 28.02 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID N. JEFFERSON STREET; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N87°43'56"E, A RADIUS OF 535.00 FEET, AN ARC DISTANCE OF 95.53 FEET; THENCE N77°30'05"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 250.32 FEET; THENCE EASTERLY, CONTINUING ALONG SAID LINE. ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 496.00 FEET, AN ARC DISTANCE OF 68.70 FEET TO THE POINT OF BEGINNING.

Please depict general location of site

O Loading map...

Please provide a written description of the proposal

A proposal to use the existing open space at the project location to develop and operate a dispensary with associated drive-thru.

Please upload proof of ownership or control of property (affidavit, deed, contract, lease) or permission from property owner

B24D5016 Executed 1st Amendment.pdf

Property Owner First Name	Property Owner Last Name	Street Address	City	State	Zip Code
Charles	Cuda	1804 Swift Ave, Suite 101	North Kansas City	МО	64116
TIMOTHY	HARRIS	244 W MILL ST STE 101	LIBERTY	МО	64068
KOSMIDES FAMILY TRUST UTD	N/A	919 FOOTHILL BLVD	LA VERNE	CA	91750
QUIKTRIP CORP	N/A	PO BOX 3475	TULSA	OK	74101
QUICKTRIP CORPORATION	N/A	4705 S 129TH AVE E	TULSA	OK	74134
SARGENT AUTO PROPERTIES LLC	N/A	200 NW JEFFERSON ST	GRAIN VALLEY	МО	64029
SHIVEN HOSPITALITY LLC	N/A	8709 NE 86TH ST	KANSAS CITY	МО	64157
BUSH BUSINESS PARK LLC	N/A	1120 NW EAGLE RIDGE BLVD	GRAIN VALLEY	МО	64029
CRIDER'S INSTITUTE OF WELDING TECH LLC	N/A	300 NW JEFFERSON	GRAIN VALLEY	МО	64029

What type of project is this?

Special/Conditional Use Permit

Please provide a description of the project

A proposed dispensary with drive-thru development on open space.

Company Name

Kaw Valley Engineering

Street Address

8040 N Oak Trafficway

City

Kansas City

State

Zip Code

64118

Signature

I understand and agree that as a condition to the issuance of this permit the permittee shall agree to defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all suits, claims, or liabilities caused by or arising out of any use authorized by any such permit. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction and that I make this statement under penalty of perjury.

Jacob Edward Dobbs - 03/10/2025 11:48 am

Messages

Your fees are ready to be paid	tees are ready to	be paid	١.
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Comments:

Your fees are ready to be paid.

Received, thanks.



STAFF REPORT Key Cannabis Dispensary June 11th, 2025

Purpose:

Requesting a Conditional Use Permit in accordance with City Code 400.240 for a proposed marijuana dispensary with drive-thru development on approximately 1.37-acre lot. The property is zoned District DTZ (Downtown Transition Zone). The 1.37-acre proposed marijuana dispensary is generally located a quarter of a mile west of Buckner Tarsney Road, on the south side of Jefferson Street, just west of the Quik-Trip. AKA 205 NW Jefferson St.

ANAYLSIS:

The applicant applied for the conditional use permit and after review has met all requirements set forth in section 425.040 Marijuana siting requirements. This includes:

A marijuana dispensary may be located as a conditional use in any Controlled Business District (C-B), Central Business District (C-1), General Business District (C-2), Highway Commercial District (C-3) and the Downtown Overlay District, upon satisfactory compliance with the provisions of this Section:

- 1. Marijuana dispensary conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of the City of Grain Valley regarding conditional use permit applications, including, but not limited to, the requirements of this Section.
- 2. A marijuana dispensary shall have the appropriate State license. An applicant may apply for a conditional use permit upon showing that they have applied for State license as required by law, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.
- **3**. A marijuana dispensary shall not be located closer than five hundred (500) feet to any other marijuana dispensary or marijuana facility, except when the facilities share common ownership.
- 4. No marijuana dispensary shall be located within seven hundred and fifty (750) feet of any then-existing elementary or secondary school, day care, or church.
- **5**. An applicant for a marijuana dispensary conditional use permit shall provide the following plans and documentation for City review and approval:
- **a**. A site plan for a marijuana dispensary that shall include a floor plan showing where the various activities will be conducted. No marijuana products shall be visible from the exterior of the building.
- **b**. All City-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.
- **c**. A plan which reasonably shows that the marijuana dispensary is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the marijuana dispensary is located.

711 Main Street Grain Valley, MO 64029 816.847.6200



STAFF REPORT Key Cannabis Dispensary June 11th, 2025 Page 2

- **d**. A security plan for review and input from the Grain Valley Police Department, which reasonably shows that the marijuana dispensary can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the marijuana dispensary at any hour.
- e. A waste disposal plan for any unused product, marijuana byproduct, or hazardous materials used as part of normal operations by a marijuana dispensary in accordance with Missouri Department of Health and Senior Services guidelines.
- **f**. All signage shall conform to the standards of Section 400.300 and Section 655.030(A)(4) of the Code of the City of Grain Valley as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.
- 6. If an application for a marijuana dispensary conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable City ordinances and State law regarding the operation of a marijuana dispensary facility. A marijuana dispensary conditional use permit shall be personal to the applicant and shall not be transferable. In the event the applicant's State-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.
- 7. If any change occurs from the permitted use of a structure as a marijuana dispensary, a new conditional use permit shall be required in all cases.
- **8**. The State-licensed operator of any marijuana dispensary shall provide a copy of their State license, issued by the Missouri Department of Health and Senior Services, to the Community Development Department annually to confirm their continuing licensed status with the State of Missouri. In the case of a marijuana dispensary that was granted a conditional use permit by the City, the State-licensed operator and the applicant to whom the conditional use permit was issued shall be the same. The City may request such documentation at any time.

PUBLIC INFORMATION AND PROCESS:

Public notice was given in the Examiner on Wednesday, May 28, 2025 and by letter to property owners of record within 185 feet of the applicant's property.

STAFF RECOMMENDATION:

Staff recommends approval.

711 Main Street Grain Valley, MO 64029 816.847.6200

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

• May 28, 2025

Printer's Fee: \$172.43

Rachel Cozart

Agent



VERIFICATION

State of Florida County of Broward

Signed or attested before me on this: 05/29/2025



Notary Public

Notarized remotely online using communication technology via Proof.

CITY OF GRAIN VALLEY PLANNING & ZONING COMMISSION PUBLIC HEARING

The Grain Valley Planning & Zoning Commission will hold a public hearing at 6:30 PM on June 11, 2025, at Grain Valley City Hall, in the Council Chambers, at 711 Main Street to receive input concerning the following request:

1. Key Dispensary- Requesting a Conditional Use Permit for a proposed dispensary with drive-thru development on approximately 1.37acre lot. The property is zoned District DTZ (Downtown Transition Zone). The 1.37-acre lot ALL THAT PART OF LOT 8, REPLAT OF LOT 1. INTERSTATE DEVELOPMENT PARK AND PART OF THE SOUTH-WEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST, ALL IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH-WEST CORNER OF THE PLAT OF QUIKTRIP STORE NO. 0259 AS RECORDED IN BOOK I-190 AT PAGE 54 AS INSTRUMENT NUM-BER 2020E0039051; THENCE S06°19'31"E, ALONG THE WEST-ERLY LINE OF SAID PLAT, A DISTANCE OF 292.57 FEET TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE N86°48'00"W, A DISTANCE OF 42.84 FEET; THENCE N87°02'21"W, A DISTANCE OF 120.02 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE No1°56'37"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 162.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7, SAID REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK; THENCE N87°02'21"W, ALONG THE NORTHERLY LINE OF SAID LOT 7 AND ALONG THE NORTHERLY LINE OF LOT 4, SAID REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, A DIS-TANCE OF 300.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N. JEFFERSON STREET; THENCE No1°58'41"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.82 FEET; THENCE N40°17'43°E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 28.02 FEET TO A POINT ON THE SOUTH-ERLY RIGHT OF WAY LINE OF SAID N. JEFFERSON STREET; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N87°43'56"E, A RADIUS OF 535.00 FEET, AN ARC DISTANCE OF 95.53 FEET; THENCE N77°30'05"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 250.32 FEET; THENCE EASTERLY, CON-TINUING ALONG SAID LINE, ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 496.00 FEET, AN ARC DISTANCE OF 68.70 FEET TO THE POINT OF BEGINNING. AKA 205 NW Jefferson St.

All interested parties are encouraged to attend.

Published in the Examiner, May 28, 2025

3514740



May 27, 2025

Dear Property Owner:

As an owner of property located within 185 feet of a proposed Conditional Use Permit for a proposed dispensary with drive-thru development, you are being notified that the Grain Valley Planning and Zoning Commission will hold a public hearing on Wednesday, June 11th, 2025, at 6:30 p.m. in the Council Chambers of City Hall, located at 711 Main Street to receive input concerning the following requests:

1. **Key Dispensary**- Requesting a Conditional Use Permit for a proposed dispensary with drive-thru development on approximately 1.37-acre lot. The property is zoned District DTZ (Downtown Transition Zone). The 1.37-acre lot ALL THAT PART OF LOT 8, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK AND PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST, ALL IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF QUIKTRIP STORE NO. 0259 AS RECORDED IN BOOK I-190 AT PAGE 54 AS INSTRUMENT NUMBER 2020E0039051; THENCE S06°19'31"E, ALONG THE WESTERLY LINE OF SAID PLAT, A DISTANCE OF 292.57 FEET TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE N86°48'00"W, A DISTANCE OF 42.84 FEET; THENCE N87°02'21"W, A DISTANCE OF 120.02 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 8; THENCE N01°56'37"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 162.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7, SAID REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK; THENCE N87°02'21"W, ALONG THE NORTHERLY LINE OF SAID LOT 7 AND ALONG THE NORTHERLY LINE OF LOT 4, SAID REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, A DISTANCE OF 300.73 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N. JEFFERSON STREET; THENCE N01°58'41"E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.82 FEET; THENCE N40°17'43°E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 28.02 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID N. JEFFERSON STREET; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N87°43'56"E, A RADIUS OF 535.00 FEET, AN ARC DISTANCE OF 95.53 FEET; THENCE N77°30'05"E, CONTINUING ALONG SAID LINE, A DISTANCE OF 250.32 FEET; THENCE EASTERLY, CONTINUING ALONG SAID LINE, ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 496.00 FEET, AN ARC DISTANCE OF 68.70 FEET TO THE POINT OF BEGINNING. AKA 205 NW Jefferson St.

Attendance at this meeting on your part is not required; however, all interested people are encouraged to attend. If you have any questions, please feel free to contact me at (816) 847-6221 or pmartin@cityofgrainvalley.org.

Sincerely,

Patrick Martin

Tout Martin

Community Development Director

711 Main Street Grain Valley, MO 64029 816.847.6200



STAFF REPORT Key Cannabis Dispensary June 11th, 2025

Action: Requesting a Site plan review in the Downtown Transition Zone.

Purpose:

For a proposed marijuana dispensary with drive-thru development on approximately 1.37-acre lot. The property is zoned District DTZ (Downtown Transition Zone). The proposed marijuana dispensary is generally located a quarter of a mile west of Buckner Tarsney Road, on the south side of Jefferson Street, just west of the Quik-Trip. AKA 205 NW Jefferson St.

ANAYLSIS:

The applicant applied for site plan review and after staff review the applicant has met all requirements set forth for the development.

The applicant met all items in section 425.040 Marijuana siting requirements.

The application shows renderings meeting section 400.220 Additional controls for exterior walls and materials standards.

The applicant submitted plan has met the planting requirements set forth in section 400.280 Landscaping and Screening.

The applicants plan identified and met section 400.290 Off-Street Parking and Loading Regulations.

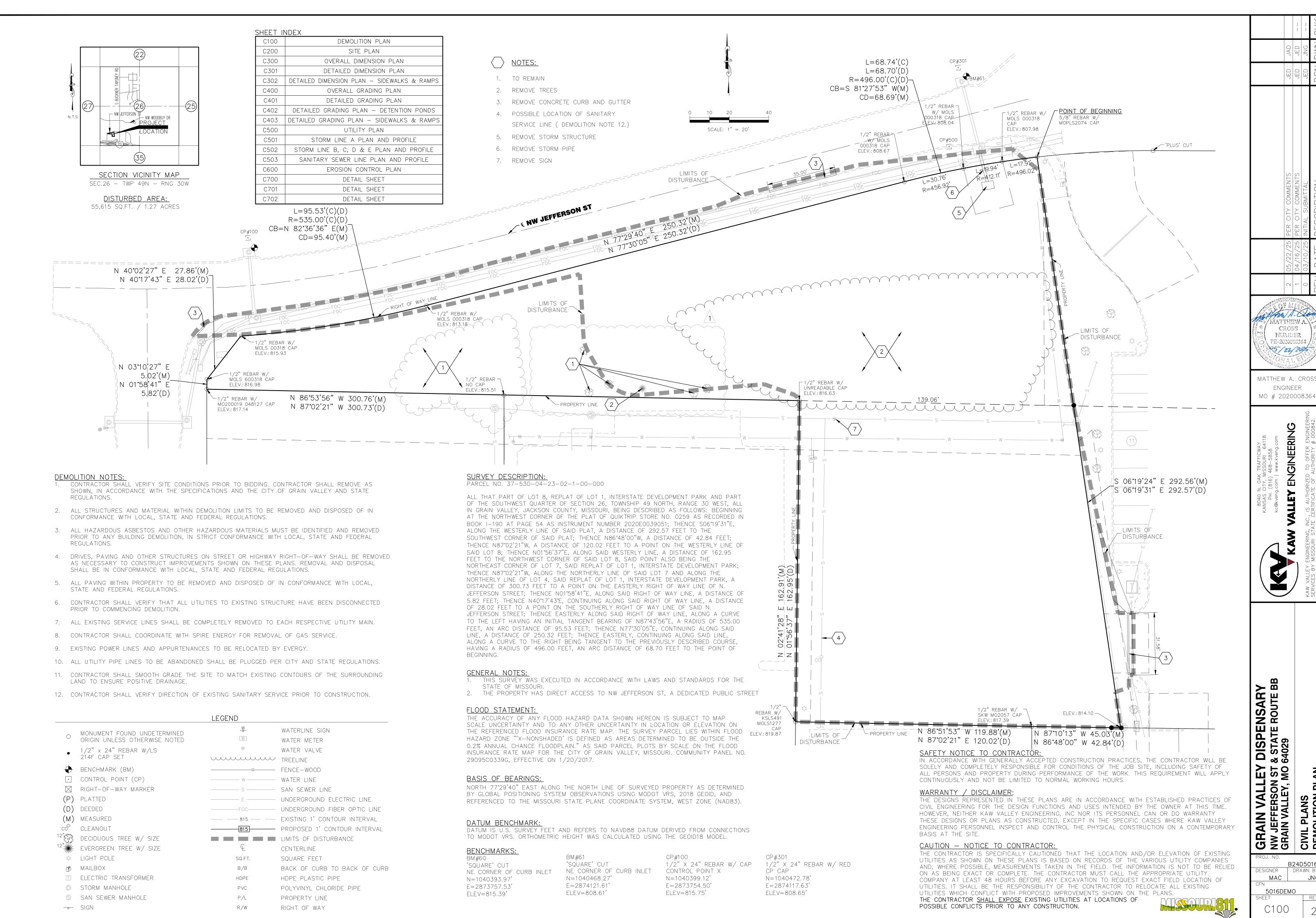
STAFF RECOMMENDATION:

Staff recommends approval.

Interstate Development Park



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

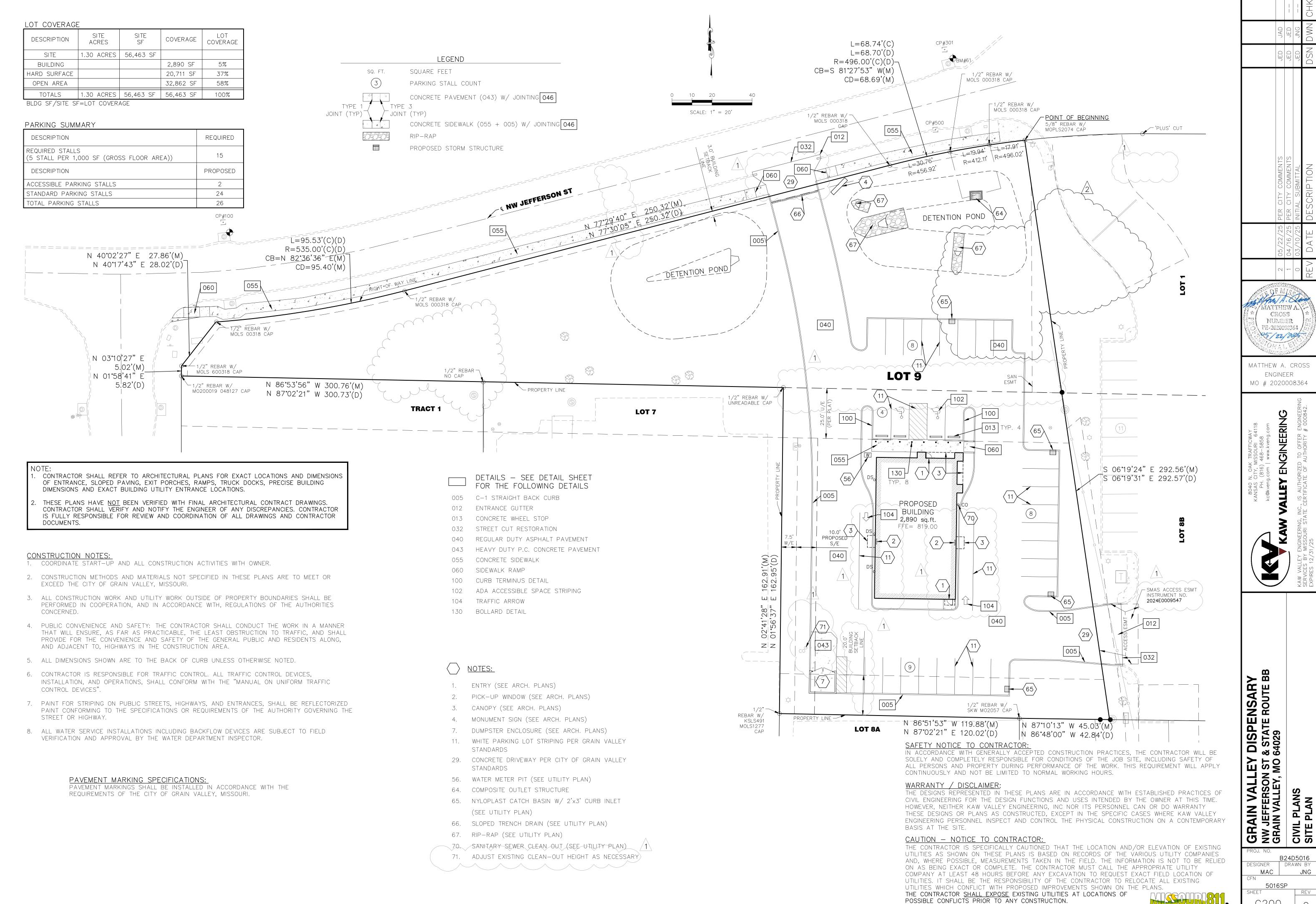


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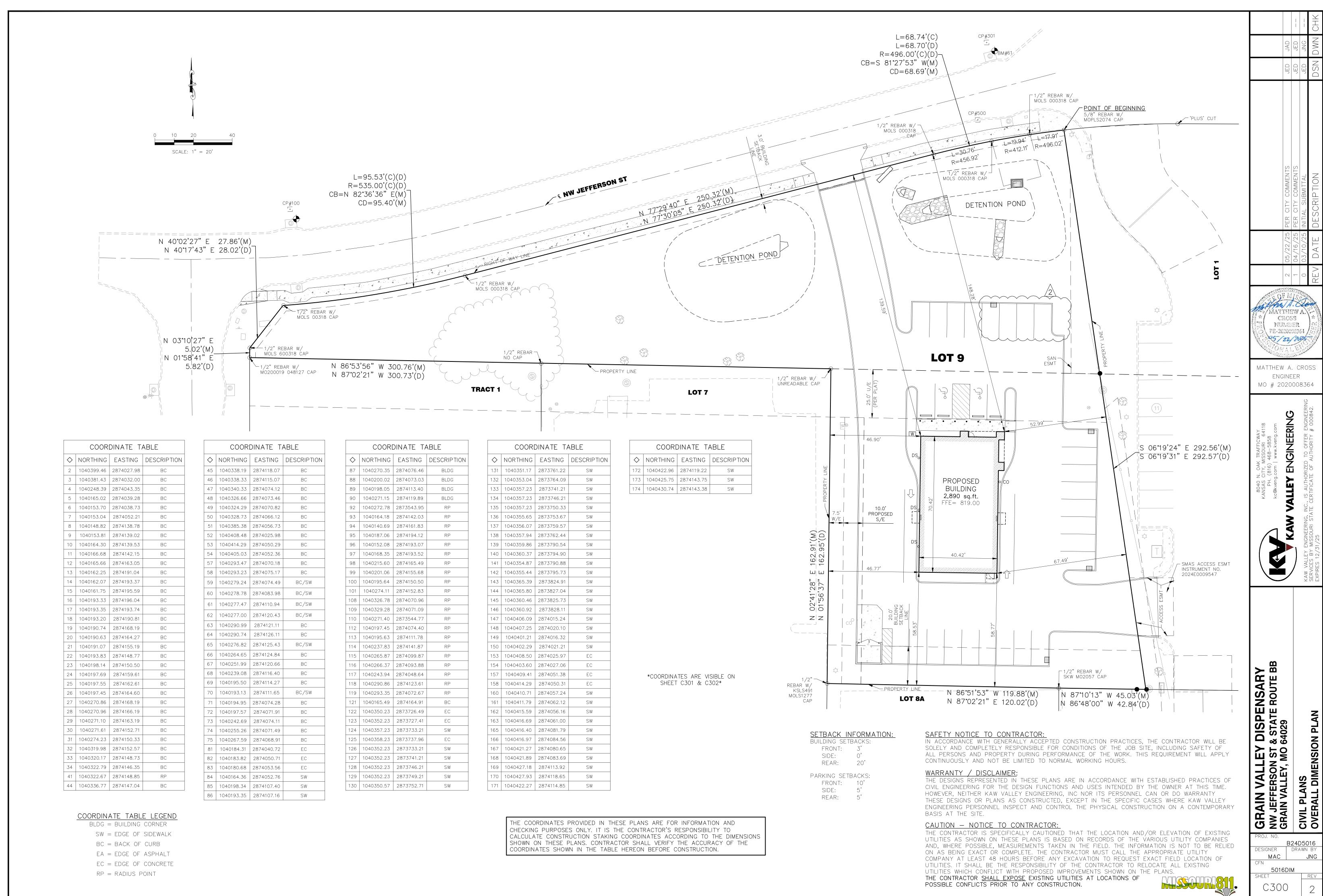
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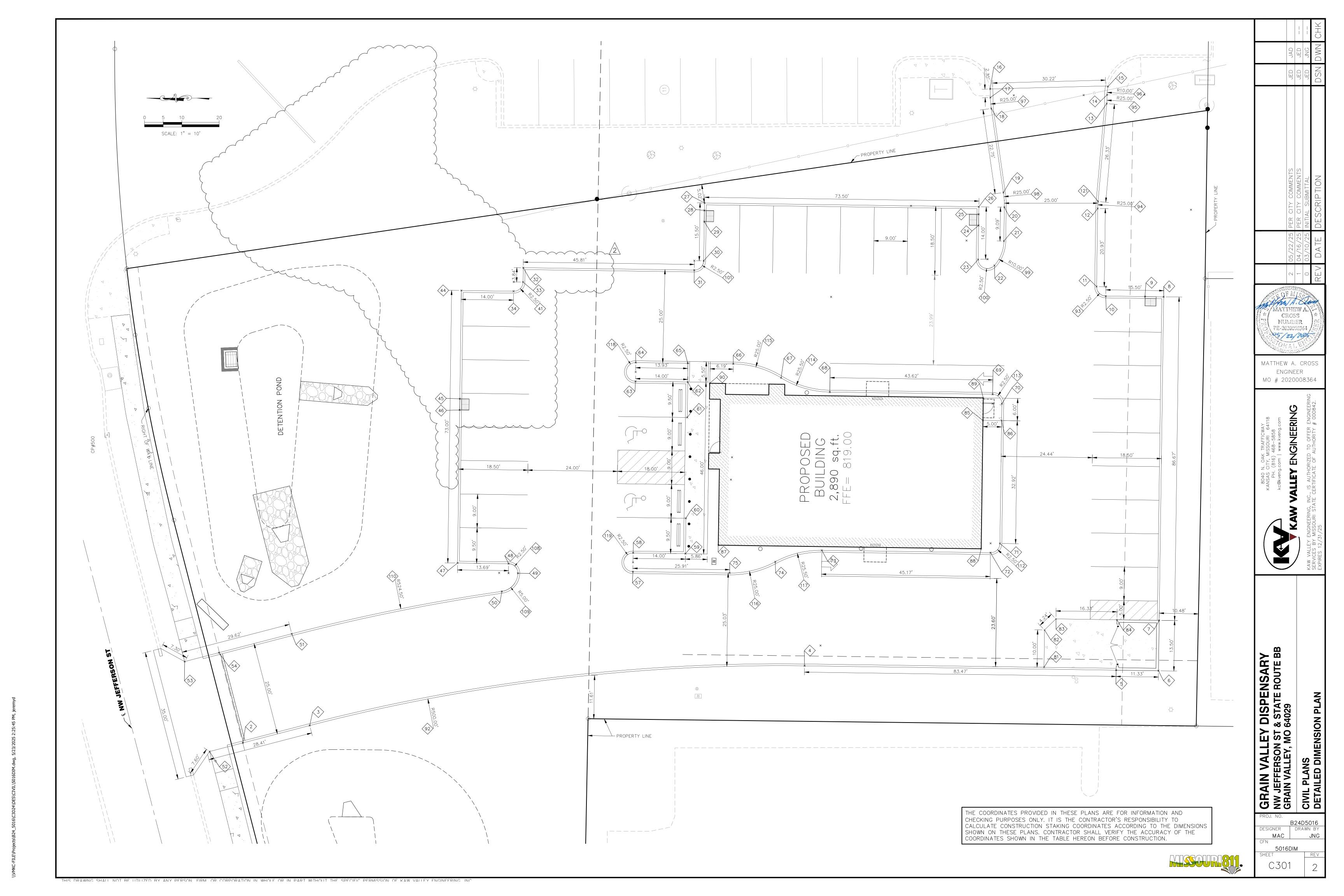


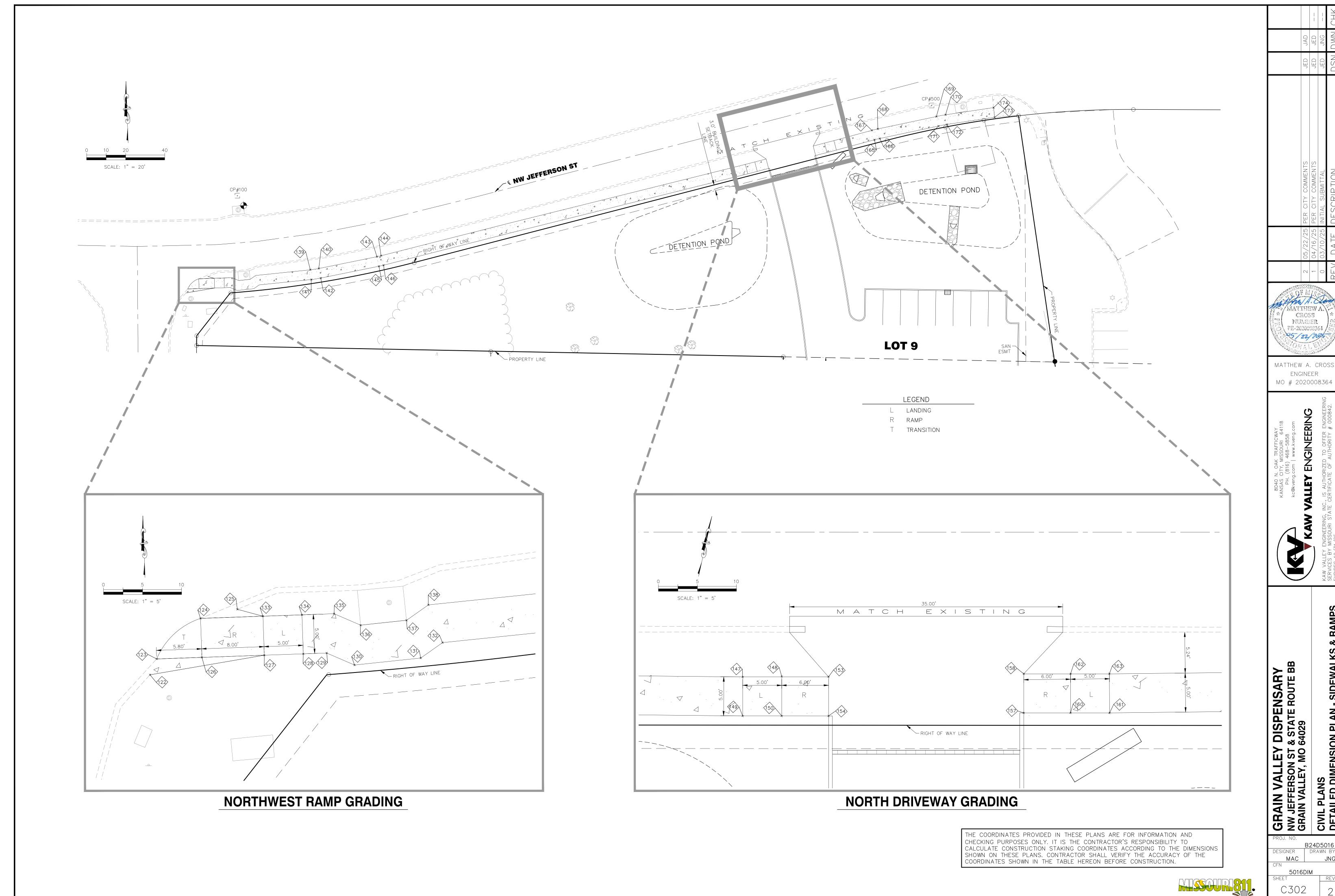
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ELEV=808.61'

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PREVIOUS AND CURRENT DEMOLITION OPERATIONS.

PHASES OF THIS PROJECT.

CONTRACTOR'S EXPENSE.

12. CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM

PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY

13. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT

14. IT IS NOT THE DUTY OF THE ENGINEER OR THE OWNER TO REVIEW THE ADEQUACY OF THE CONTRACTOR'S

SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE AT ANY TIME DURING CONSTRUCTION.

RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION

15. HANDICAP STALLS SHALL MEET ADA REQUIREMENTS AND SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION AT

THE BUILDING ENTRY AND ACCESSIBLE PARKING STALLS. SLOPES EXCEEDING 2.0% WILL BE REPLACED AT THE

UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

HOWEVER, NEITHER KAW VALLEY ENGINEERING, INC NOR ITS PERSONNEL CAN OR DO WARRANTY

BASIS AT THE SITE.

<u>CAUTION - NOTICE TO CONTRACTOR:</u>

POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE KAW VALLEY

ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING

UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES

COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF

ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY

UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING

THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF

AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED

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NSAR ROUTE

& STATE 64029

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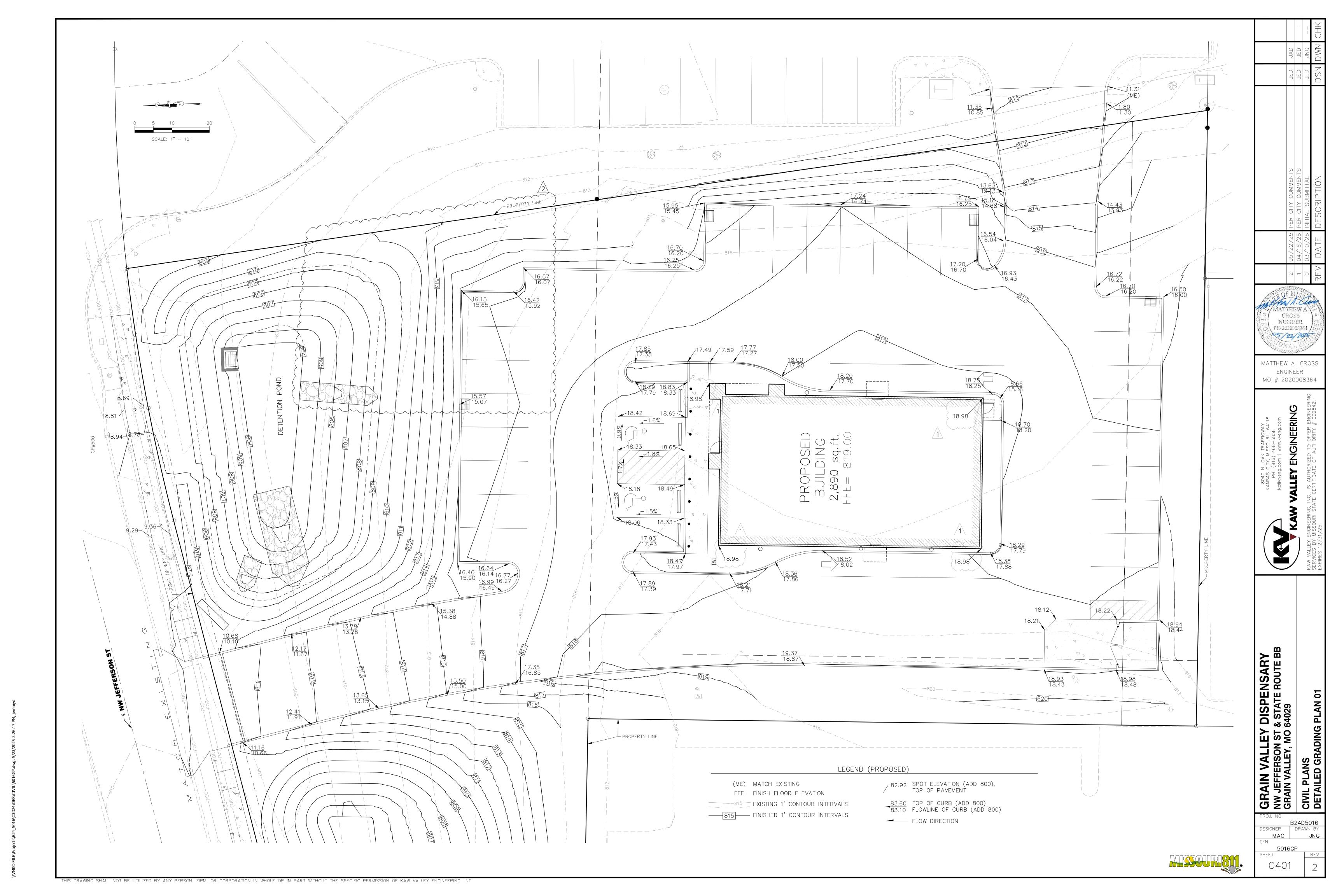
MATTHEW A. CROSS

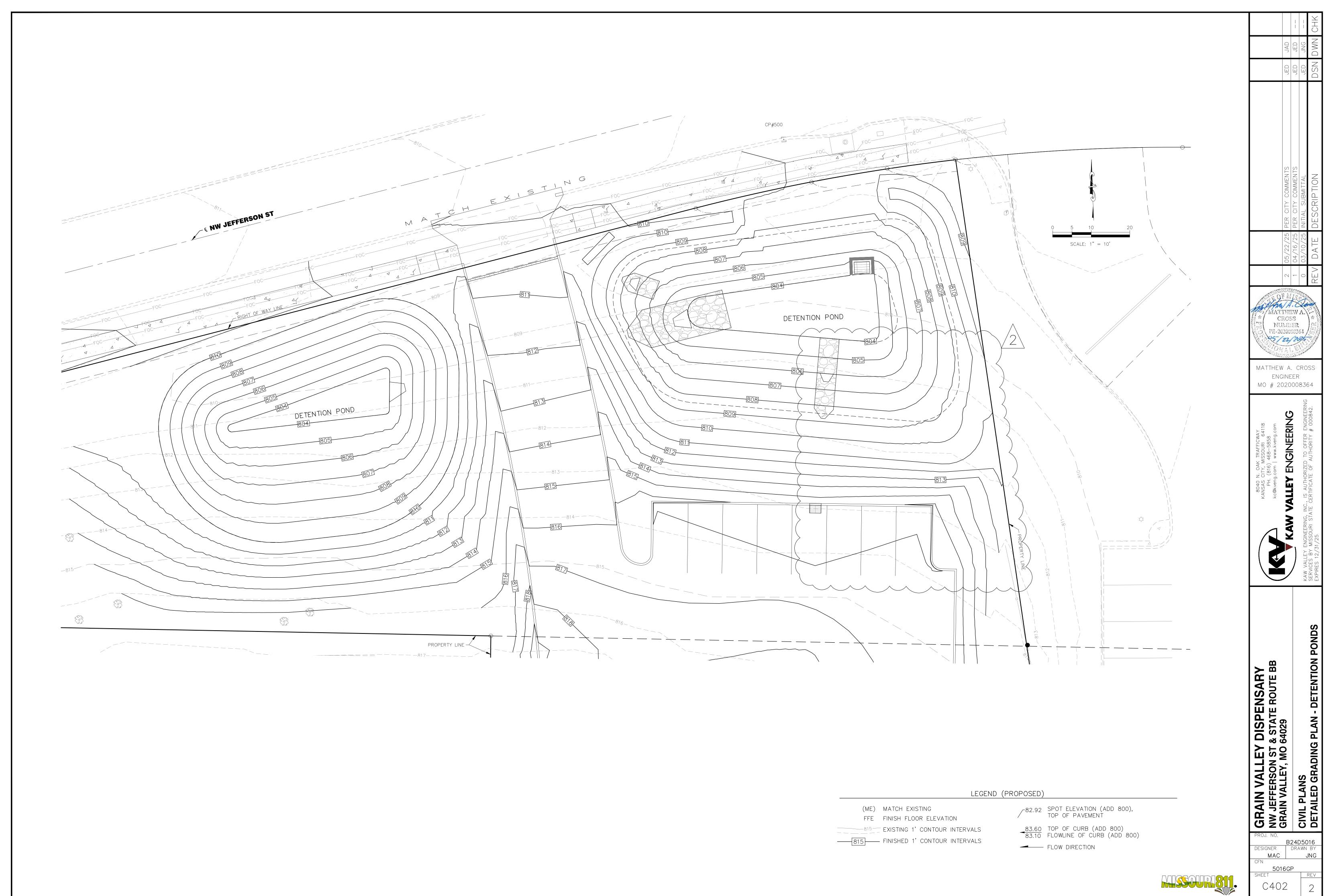
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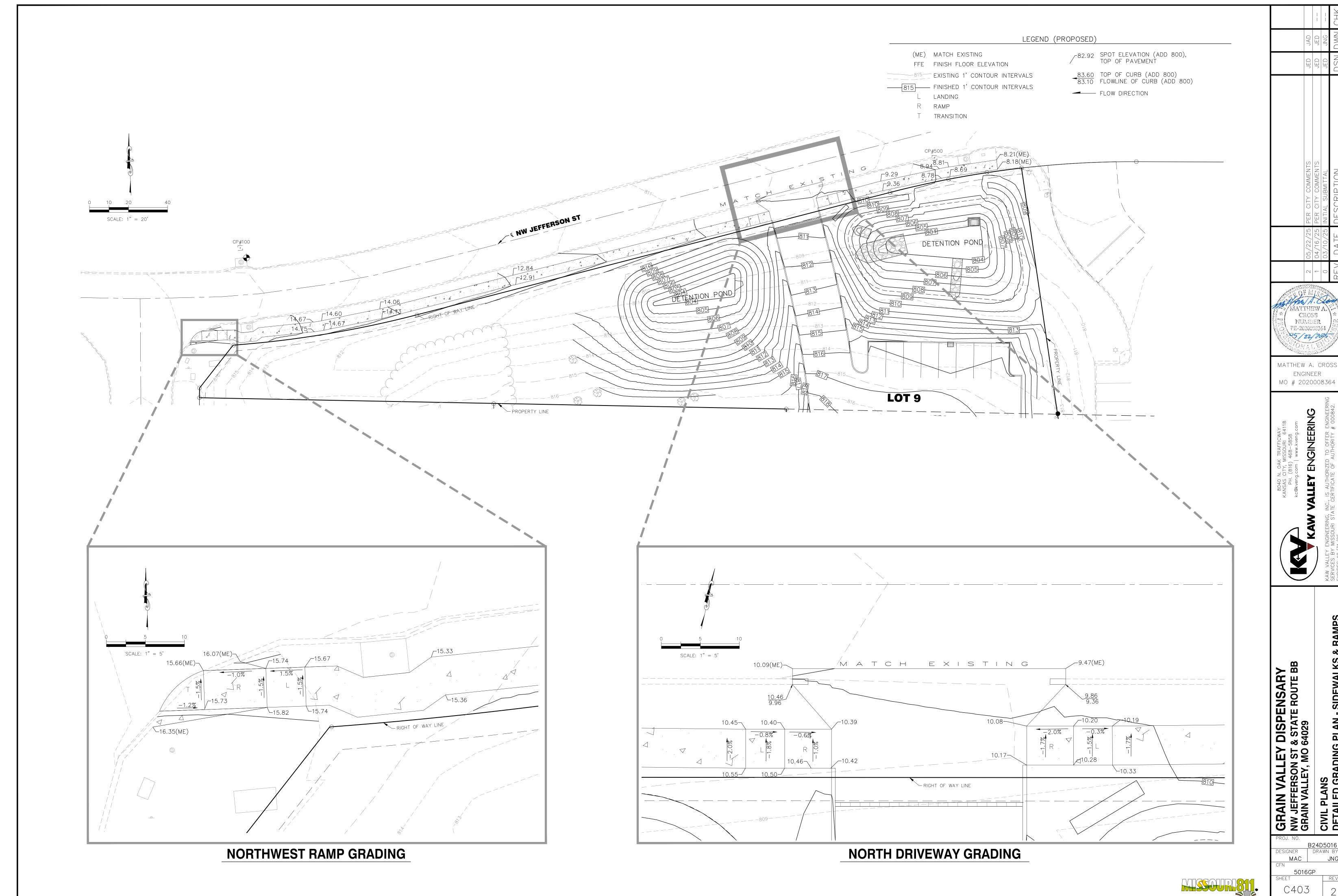
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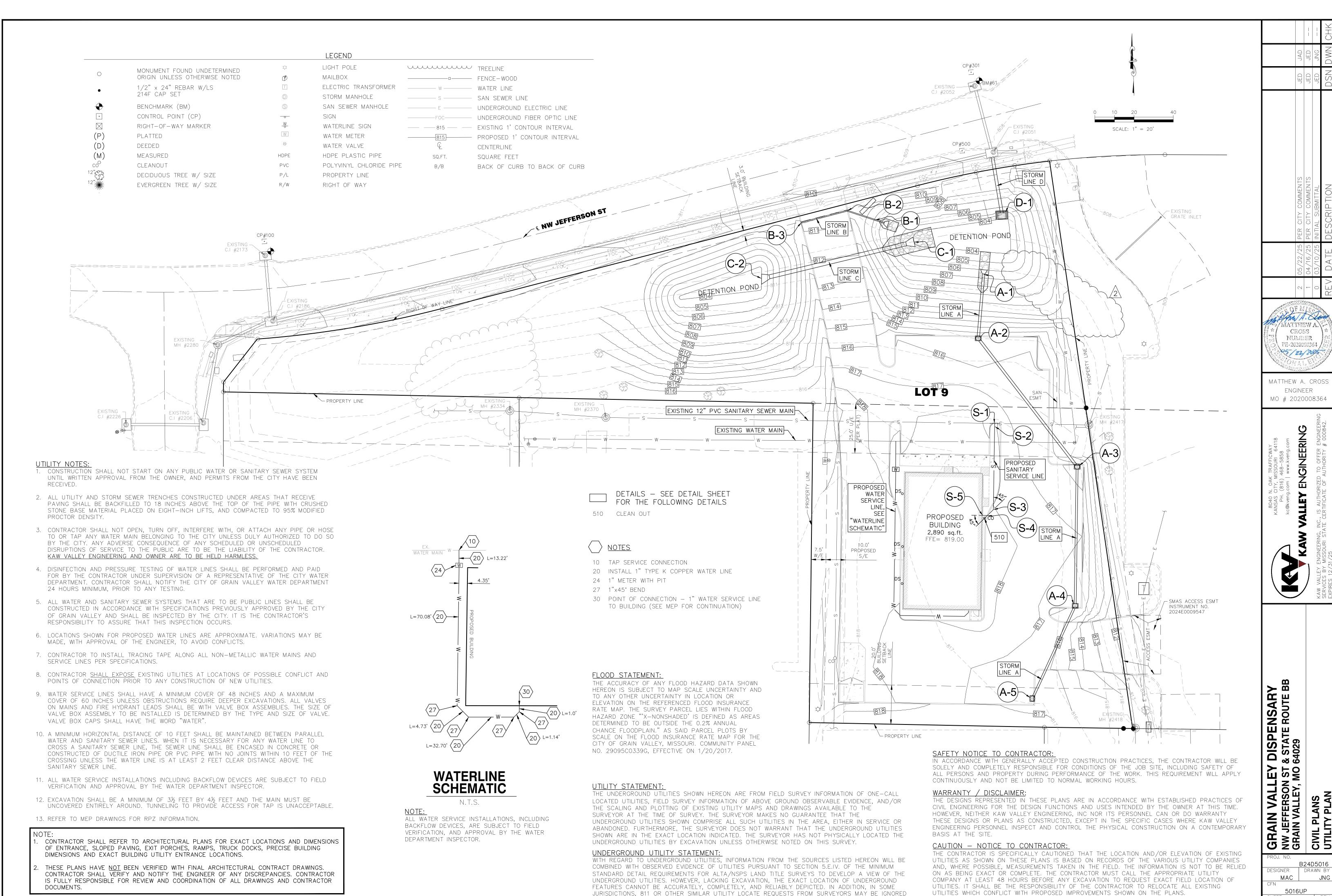


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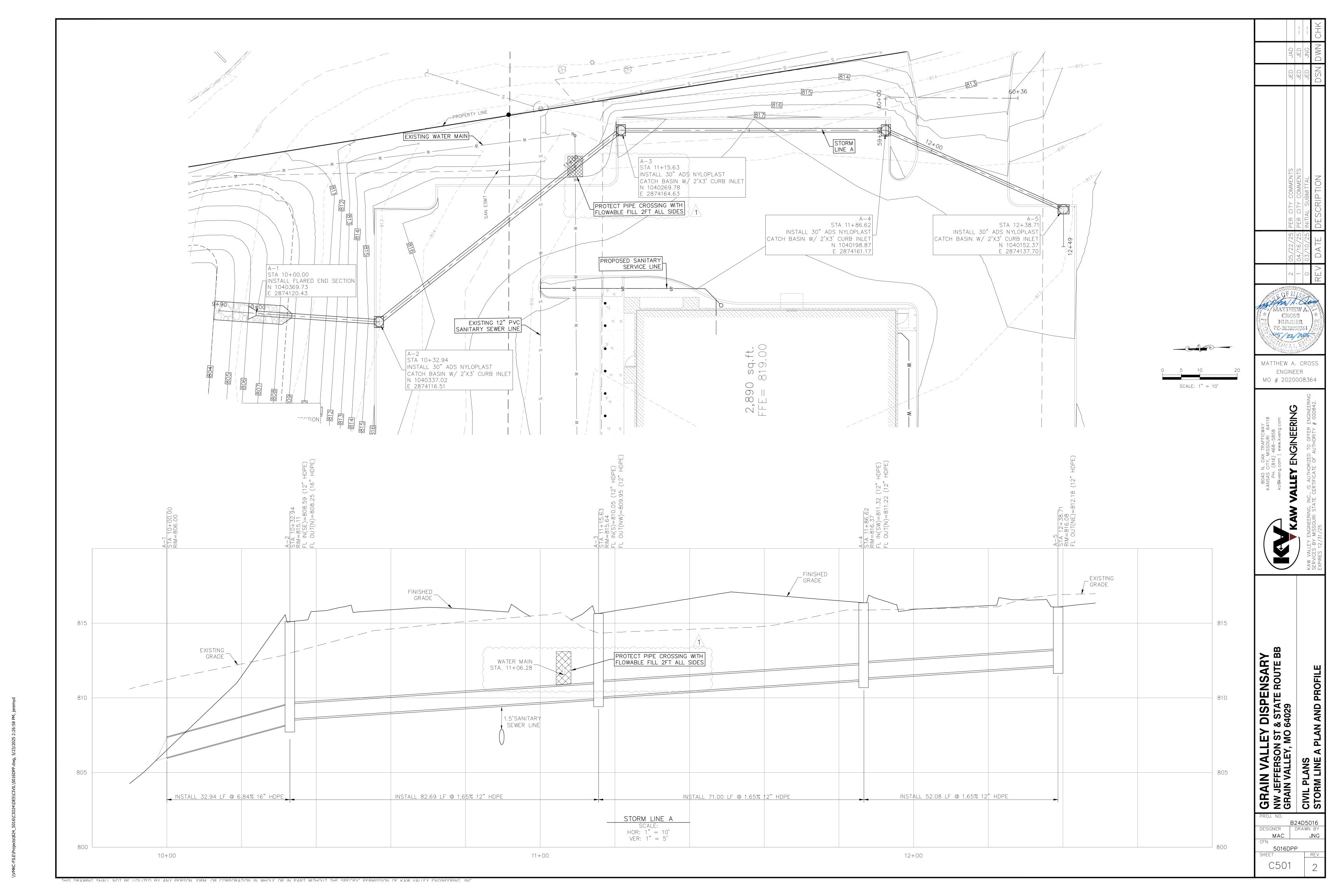
OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS

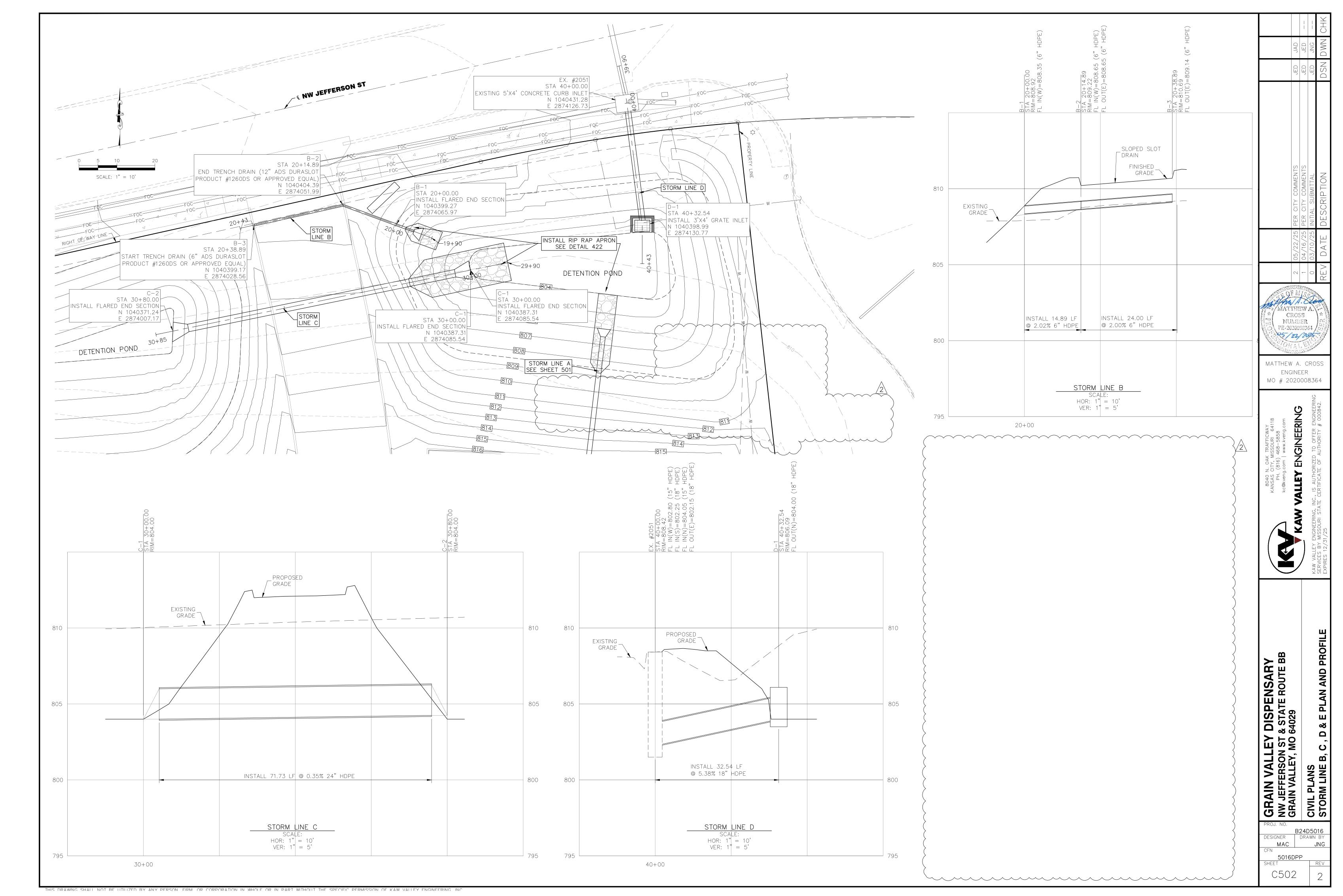
REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF

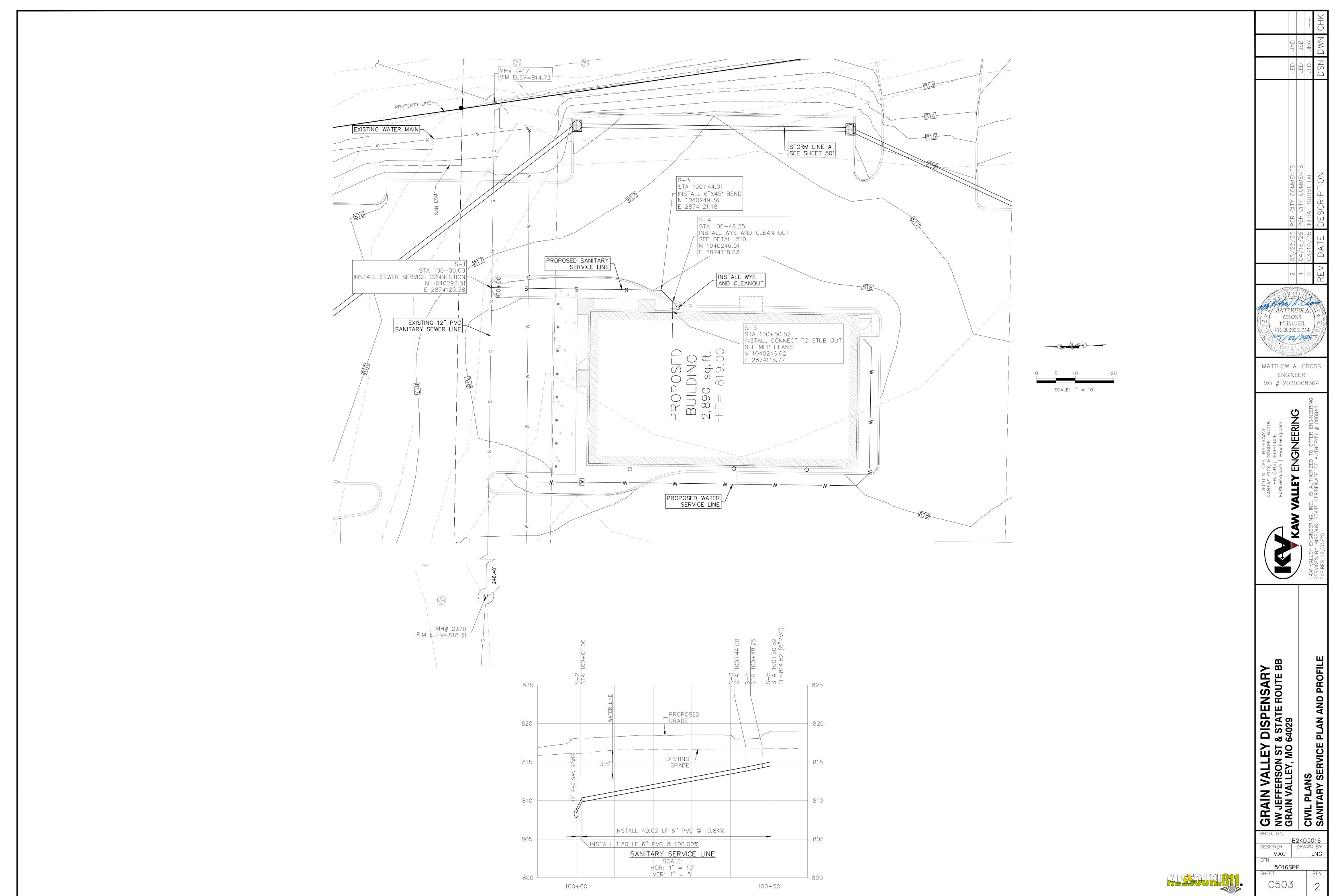
POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

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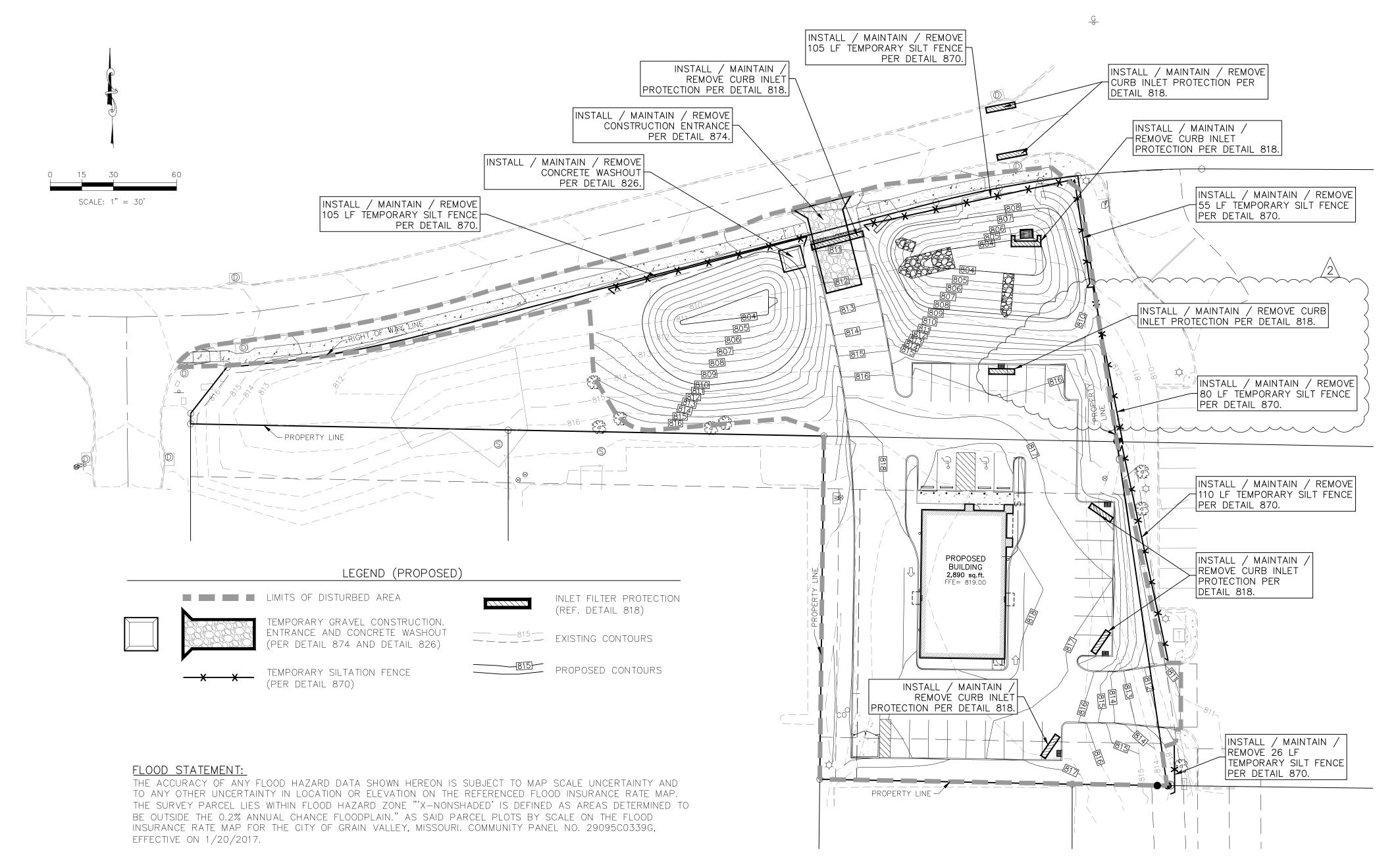
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- THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING EARTHWORK OPERATIONS AND DURING APPROPRIATE PHASING AS CONSTRUCTION PROGRESSES.
- 3. THE CONTRACTOR SHALL MAINTAIN ALL SILT CONTROL MEASURES DURING CONSTRUCTION BUILDERS AND OR DEVELOPER TO MAINTAIN EROSION CONTROL AND SILT CONTROL UPON COMPLETION OF THIS PROJECT.
- 4. ALL SILT SHALL REMAIN ON SITE AND SURROUNDING STREETS SHALL BE KEPT CLEAR OF ALL MUD AND DEBRIS.
- 5. SEDIMENTATION BARRIERS ARE TO BE INSTALLED AS SHOWN AND AT ANY ADDITIONAL AREAS OF CONCENTRATED FLOWS NOT SHOWN ON PLANS.
- 6. ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE SEDIMENTATION BARRIERS MAINTAINED AS NEEDED TO PREVENT SEDIMENTATION BYPASS OF THE BARRIER.
- 7. SLOPES ARE TO BE LEFT IN A ROUGH CONDITION DURING GRADING.

PROPERTY LINE IS LIMITS OF CONSTRUCTION EXCEPT AS SHOWN.

- 8. CURB INLET SEDIMENTATION BARRIERS ARE TO BE INSTALLED AROUND INLETS AND WEIRS WHERE SEDIMENTATION IS A CONCERN. INLET BARRIERS SHALL BE FILTERS, OR SILT FENCE, OR STRAW BALES (PRIOR TO PAVING PLACEMENT). AFTER PAVEMENT IS IN PLACE, PROVIDE FILTER PROTECTION THAT CANNOT BE WASHED INTO INLETS OR WASHED AWAY. STRAW/HAY BALES WILL NOT BE ALLOWED ON CONCRETE OR ASPHALT PAVING.
- 9. SEDIMENT IS TO BE REMOVED FROM STORM WATER DRAINAGE SYSTEMS. ALL SEDIMENT CONTROL MEASURES TO BE INSPECTED AND REPAIRED IMMEDIATELY AND ON A REGULAR BASIS AFTER ALL RAIN STORMS.
- 10. RIPRAP IS TO BE INSTALLED AT AREAS OF CONCENTRATED FLOW (I.E. CULVERT OUTLETS).
- 11. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL AS HE/SHE DEEMS NECESSARY TO PREVENT SEDIMENT FROM ENTERING STORM DRAINS, STREETS, AND WATERWAYS.
- 12. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, TOOLS, EQUIPMENT AND LABOR AS NECESSARY TO INSTALL AND MAINTAIN ADEQUATE EROSION AND SILTATION CONTROLS REQUIRED TO PREVENT SOIL EROSION FROM LEAVING THE PROJECT SITE. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT METHODS UTILIZED ARE ADEQUATE AND COMPLY WITH REQUIREMENTS OF THE SPECIFICATIONS AND GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
- 13. TEMPORARY SEDIMENT FENCE EROSION CONTROL MEASURES TO REMAIN UNTIL ADEQUATE VEGETATION IS ESTABLISHED. ON PROJECTS THAT ARE NOT EXPECTING IMMEDIATE DEVELOPMENT (I.E. - INTERCEPTOR SEWERS, OFFSITE IMPROVEMENTS, ETC.) EROSION CONTROL MEASURES ARE TO BE REMOVED BY CONTRACTOR AS SOON AS ADEQUATE VEGETATION IS ESTABLISHED.
- 14. MUD, SILT, AND DEBRIS SHALL BE CLEANED UP AT THE CONCLUSION OF EACH WORKING DAY, OR AFTER EACH RAINFALL.
- 15. EROSION CONTROL SEDIMENT FENCE OR OTHER STRUCTURE MUST BE PLACED TO CONTROL RUNOFF DURING LOT DEVELOPMENT (BY OTHERS).
- 16. INSPECTION, MAINTENANCE AND REPAIR OF EROSION CONTROL DEVICES SHALL BE ON GOING THROUGHOUT THE LIFE OF INFRASTRUCTURE AND BUILDING CONSTRUCTION TO KEEP THE DEVICES IN OPERABLE CONDITION AT ALL TIMES. ADDITIONAL MEASURES SHALL BE INSTALLED AS REQUIRED BY ACTUAL FIELD CONDITIONS AND/OR GOVERNING INSPECTION AGENCIES. NOTE: ALTHOUGH EXTENSIVE EFFORT IS PUT INTO THE DESIGN OF THE EROSION CONTROL PLAN BY THE ENGINEER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO ENSURE THAT ANY ADDITIONAL REQUIRED EROSION CONTROL MEASURES ARE INSTALLED AND MAINTAINED AT NO ADDITIONAL COST TO THE OWNER.
- 17. INSTALL AND MAINTAIN CONSTRUCTION ENTRANCE(S) AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING THE SITE AND AS SHOWN ON PLANS.
- 18. AT COMPLETION OF SITE GRADING AND OTHER RELATED CONSTRUCTION ACTIVITIES. ALL DISTURBED AREAS WITHIN THE PROJECT SITE SHALL BE SEEDED, SODDED, OR LANDSCAPED, FLAT LOTS WILL NOT REQUIRE SEEDING BUT ALL SLOPES, DISTURBED AREAS AND STREET RIGHT-OF-WAYS WILL BE
- 19. TOPSOIL IS TO BE PLACED IN AREAS UNSUITABLE FOR VEGETATIVE GROWTH.
- 20. STRIP TOPSOIL PRIOR TO EXCAVATION, STOCKPILE AND SPREAD ONTO DISKED SUBGRADE (4" MIN) A THICKNESS OF 4 INCHES.
- 21. ROCK LINING (RIPRAP) SHALL BE DURABLE STONE CONTAINING A COMBINED TOTAL OF NOT MORE THAN 10 PERCENT OF EARTH, SAND, SHALE AND NON-DURABLE ROCK. AT LEAST 60 PERCENT OF THE MASS SHALL BE OF PIECES HAVING A MINIMUM WEIGHT OF 150 POUNDS OR MORE PER CUBIC
- 22. THE CONTRACTOR SHALL HAVE THE RESPONSIBILITY FOR RESOLVING COMPLAINTS IN THE EVENT THAT COMPLAINTS OR DAMAGE CLAIMS ARE FILED DUE TO DAMAGES OCCURRING, ADJACENT TO OR DOWNSTREAM FROM PROPERTY, BY SEDIMENT RESULTING FROM EROSION ON THE PROJECT SITE.
- 23. GOOD HOUSEKEEPING PRACTICES SHALL BE MAINTAINED ON SITE TO KEEP SOLID WASTE FROM ENTRY INTO WATERS.
- 24. ALL FUELING FACILITIES PRESENT ON SITE SHALL ADHERE TO APPLICABLE FEDERAL AND STATE REQUIREMENTS CONCERNING UNDERGROUND STORAGE, ABOVE GROUND STORAGE AND DISPENSERS, INCLUDING SPILL PREVENTION, CONTROL AND COUNTER MEASURES.
- 25. MINIMAL WASHING OF CONCRETE EQUIPMENT ALLOWED (CHUTE, TOOLS, ETC.) AT A CONTRACTOR DEFINED LOCATION. CONCRETE WASHOUT OF THE DRUM IS NOT ALLOWED. ANY PIT/WASHOUT AREA NEEDS TO BE MAINTAINED IN A NON-DISCHARGING MANNER AND ANY WASTE RESIDUE WILL NEED TO BE CLEANED OUT AND REMOVED AT THE END OF PROJECT.
- 26. DEVELOPER IS RESPONSIBLE FOR HAVING LOT BUILDERS FOLLOW THE GUIDELINES OF "CONTROLLING" EROSION WHEN BUILDING YOUR HOME" PROVIDED BY MISSOURI DEPARTMENT OF HEALTH AND ENVIRONMENT.
- 27. EROSION CONTROL STRAW/FIBER WATTLES TO BE INSTALLED 1'-0" BEHIND CURB & GUTTER UPON COMPLETION OF BACKFILL OF CURB IN ALL AREAS WHERE SLOPES FROM LOT DRAIN TOWARDS CURB. UPON COMPLETION OF FINAL GRADING THE TOES OF ALL EMBANKMENTS IN EXCESS OF TWO FEET IN HEIGHT WILL HAVE EROSION CONTROL SEDIMENT FENCE INSTALLED.



TEMPORARY SEEDING

SEEDBED PREPARATION - SEEDBED SHOULD BE WELL-PULVERIZED, LOOSE AND UNIFORM. LIME AND FERTILIZER SHOULD BE APPLIED ACCORDING TO SOIL TEST RECOMMENDATIONS. IF pH IS UNKNOWN, APPLY LIME AT A RATE OF 2 TONS/ACRE. APPLY A 10-10-10 GRADE FERTILIZER AT 700-1,000 LB/ACRE. INCORPORATE BOTH INTO THE TOP 4-6 INCHES OF SOIL.

PLANT SELECTION - ANNUAL RYE GRASS, WHEAT OR OATS FOR TEMPORARY SEEDING SEEDING - EVENLY APPLY SEED USING A CYCLONE SEEDER (BROADCAST), DRILL, CULTIPACKER SEEDER OR HYDROSEEDER. ANNUAL RYE GRASS SHOULD BE APPLIED AT A RATE OF 120 LBS/ACRE, WHEAT OR OATS SHOULD BE APPLIED AT A RATE OF 100 LBS/ACRE. BROADCAST SEEDING AND HYDROSEEDING ARE APPROPRIATE FOR STEEP SLOPES WHERE EQUIPMENT CANNOT BE DRIVEN. HAND BROADCASTING IS NOT

RECOMMENDED BECAUSE OF THE DIFFICULTY IN ACHIEVING A UNIFORM DISTRIBUTION. SMALL GRAINS SHOULD BE PLANTED NO MORE THAN 1 INCH DEEP, AND GRASSES AND LEGUMES NO MORE THAN 1/2 INCH. BROADCAST SEED MUST BE COVERED BY RAKING OR CHAIN DRAGGING, AND THEN LIGHTLY FIRMED WITH A ROLLER OR CULTIPACKER, HYDROSEEDED MIXTURES SHOULD INCLUDE A WOOD FIBER (CELLULOSE) MULCH. MULCHING — THE USE OF MULCH WILL HELP ENSURE ESTABLISHMENT UNDER NORMAL CONDITIONS AND IS

ESSENTIAL TO SEEDING SUCCESS UNDER HARSH CONDITIONS SUCH AS SEEDING IN FALL OR WINTER COVER (WOOD FIBER MULCHES ARE NOT CONSIDERED ADEQUATE FOR THIS USE), SLOPES STEEPER THAN 3:1, EXCESSIVELY HOT OR DRY WEATHER, ADVERSE SOILS (SHALLOW, ROCKY, HIGH IN CLAY OR SAND), AND AREAS RECEIVING CONCENTRATED FLOW. IF AREA TO BE MULCHED IS SUBJECT TO CONCENTRATED WATERFLOW, AS IN CHANNELS, ANCHOR MULCH WITH NETTING.

MAINTENANCE - RESEED, REFERTILIZE AND MULCH AREAS OF INSUFFICIENT GROWTH. RESEED, REFERTILIZE AND MULCH IMMEDIATELY FOLLOWING EROSION OR OTHER DAMAGE.

THE FOLLOWING PERCENTAGES ARE THE MINIMUM REQUIREMENTS IN THE ACCEPTANCE OF SEED AS PER MISSOURI SEED LAW REQUIREMENTS:

<u>PURITY</u> <u>GERMINATION</u> KENTUCKY BLUE GRASS 90% 75%

PERENNIAL RYE GRASS 95% 90%

TALL FESCUE 95% 85%

MIX I: SUNNY LOCATIONS WITH SLOPES LESS THAN TEN PERCENT (10%) TURF TYPE RYE GRASS: ONE OF THE FOLLOWING AT 20% BY VOLUME ... DERBY, PALMER, PRELUDE, MANHATTAN, MANHATTAN II, PREMIER, PEN FINE, TURF STAR, REGAL

BLUE GRASS: THREE OF THE FOLLOWING TO TOTAL 80% BY VOLUME ... BARRON, ADELPHI, TOUCHDOWN, MERIT, PARADE, GLADE, RAM I, RUGBY (FOR SHADY SITES USE GLADE AT 60% BY VOLUME PLUS 20% OF ONE OF THE OTHERS) MIX II: ON SUNNY SLOPES STEEPER THAN 10%, USE ONE OF THE FOLLOWING AT 90% PER VOLUME PLUS ONE

BLUE GRASS FROM ABOVE AT 10%. FOR SHADY SLOPES USE GLADE BLUE GRASS AT 10% WITH ONE OF THE FOLLOWING:

TURF FESCUE TYPE: REBEL, REBEL II, APACHE, OLYMPIC, FALCON, HOUNDOG, BONANZA, TRIDENT SEEDING RATE:

MIX I - APPLY THE RYE GRASS/BLUE GRASS MIX AT 100 LBS OF MIX PER ACRE MIX II - APPLY THE TALL FESCUE/BLUE GRASS MIX AT 195 LBS PER ACRE

SEE ABOVE NOTES FOR SEEDBED PREPARATION , SEEDING, MULCHING AND MAINTENANCE. HYDROSEEDING MAY BE REQUIRED WHERE PERMANENT SEEDING CANNOT BE EASILY ESTABLISHED.

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES. FIFLD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE. AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

UNDERGROUND UTILITY STATEMENT:

WITH REGARD TO UNDERGROUND UTILITIES, INFORMATION FROM THE SOURCES LISTED HEREON WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE

SAFETY NOTICE TO CONTRACTOR

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

WARRANTY / DISCLAIMER:

THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER KAW VALLEY ENGINEERING, INC NOR ITS PERSONNEL CAN OR DO WARRANTY THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE KAW VALLEY ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A CONTEMPORARY BASIS AT THE SITE.

<u>CAUTION - NOTICE TO CONTRACTOR:</u>

POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF

05/22/2005 MATTHEW A. CROSS ENGINEER

CROSS

NUMBER

PE-2020008364

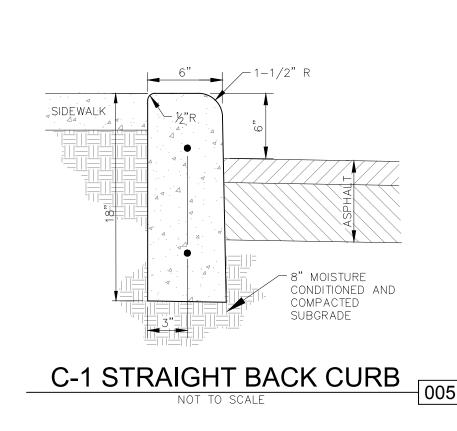
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Zě ШШ **DISF** & STA 64029 GRAIN VALLEY
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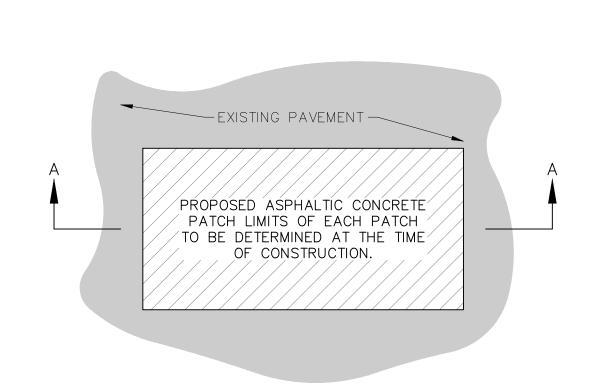


CURB & GUTTER NOTES:

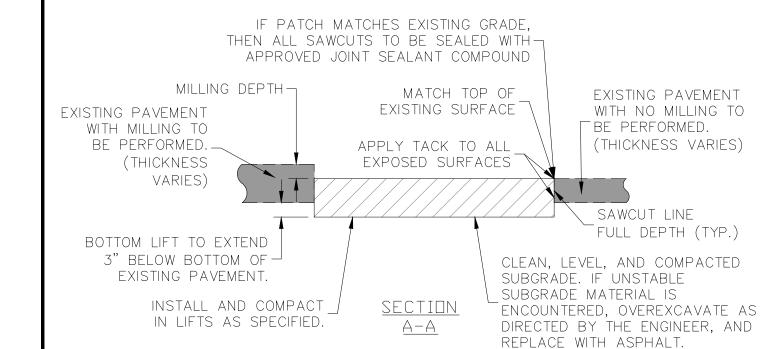
1. 1/2" PREMOLDED EXPANSION JOINTS SHALL BE PLACED AT POINTS OF CURVATURE, CURB RETURNS, CURB INLETS AND AT 250' CENTERS. THE EXPANSION JOINTS SHALL BE DOWELED IN ACCORDANCE WITH THE SPECIFICATIONS. CONTRACTION JOINTS SHALL BE PLACED AT 15' INTERVALS EQUALLY SPACED BETWEEN EXPANSION JOINTS.

- 2. ALL CONCRETE USED IN THIS WORK SHALL COMPLY WITH LATEST MODOT STANDARDS.
- 3. ALL REINFORCING STEEL SHALL BE SUPPORTED ON FABRICATED STEEL BAR SUPPORTS @ 3'-0" MAXIMUM SPACING.
- 4. REINFORCING STEEL SHALL BE GRADE 60 AND COMPLY WITH ASTM A615. EPOXY COATED BARS AS NOTED SHALL COMPLY WITH ASTM A775. ALL CUT ENDS OR DAMAGED AREAS SHALL BE FIELD REPAIRED WITH EPOXY COATING.
- 5. SEE SIDEWALK RAMP DETAILS FOR TYPICAL SIDEWALK RAMP CURB & GUTTER SECTIONS.
- 6. DETAILS AS SHOWN FOR CONCRETE AND ASPHALT PAVING. WHEN USED WITH CONCRETE PAVING POURED MONOLITHICALLY WITH CURB NO MODIFICATIONS ARE REQUIRED. WHEN CURB AND CONCRETE PAVING ARE TO BE POURED SEPARATELY #5 BARS, 24" LONG AND 36" OFF CENTER ARE TO BE PROVIDED TO TIE CURB TOGETHER WITH CONCRETE PAVING.
- 7. CURBS TO BE CONSTRUCTED ON MINIMUM 6 INCHES OF COMPACTED WELL GRADED BASE
- 8. CONTRACTOR TO PROVIDE DEDUCT TO OMIT 3-#4 BARS IN ALL CURB CONSTRUCTION.
- 10. ISOLATION JOINT FILLER SHALL CONFORM TO ASTM D1751, D1752, OR ASTM 7174.

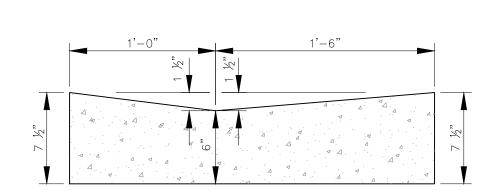
9. JOINT SEALING COMPOUNDS SHALL COMPLY WITH LATEST MODOT STANDARDS.



<u>Plan</u>



STREET CUT RESTORATION 032



ENTRANCE GUTTER

SEE PLANS

1/4"PER FT. 1/2"PER FT.

TYPICAL SIDEWALK SECTION

SIDEWALK DETAIL

GRAIN VALLEY

CONCRETE SIDEWALK 055

—1/2" NON−EXTRUDING

MISC-006

EXPANSION JOINT

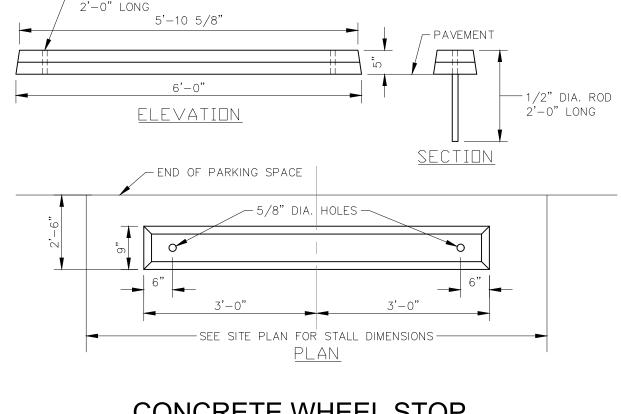
1. CONTRACTION JOINTS 5' O.C. OR WIDTH OF SIDEWALK.
2. EXPANSION JOINTS SHALL ABUT EX. WALKS, CURBS,
DRIVEWAYS, SIMILAR STRUCTURES AND 250' CTRS. MAXIMUM.
3. KEY ALL CONSTRUCTION JOINTS.

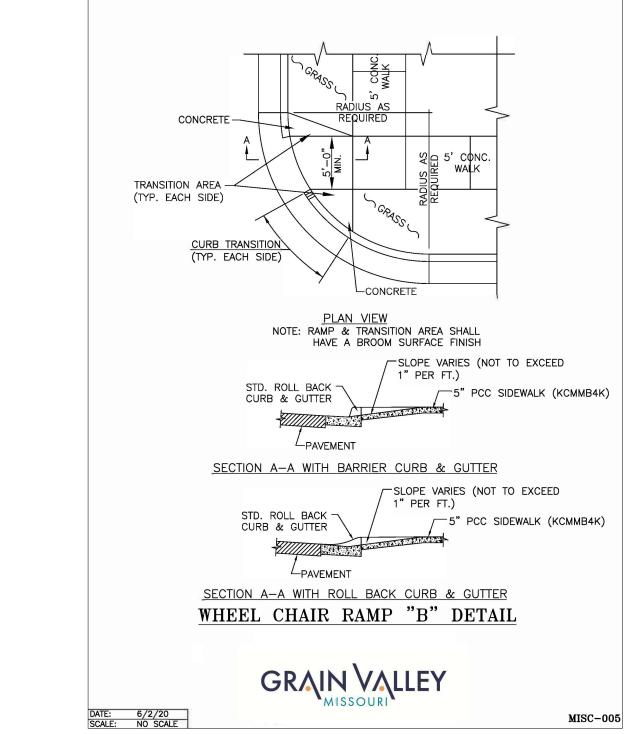
CURB TERMINUS DETAIL

- 5" PCC SIDEWALK

DATE: 6/2/20 SCALE: NO SCALE

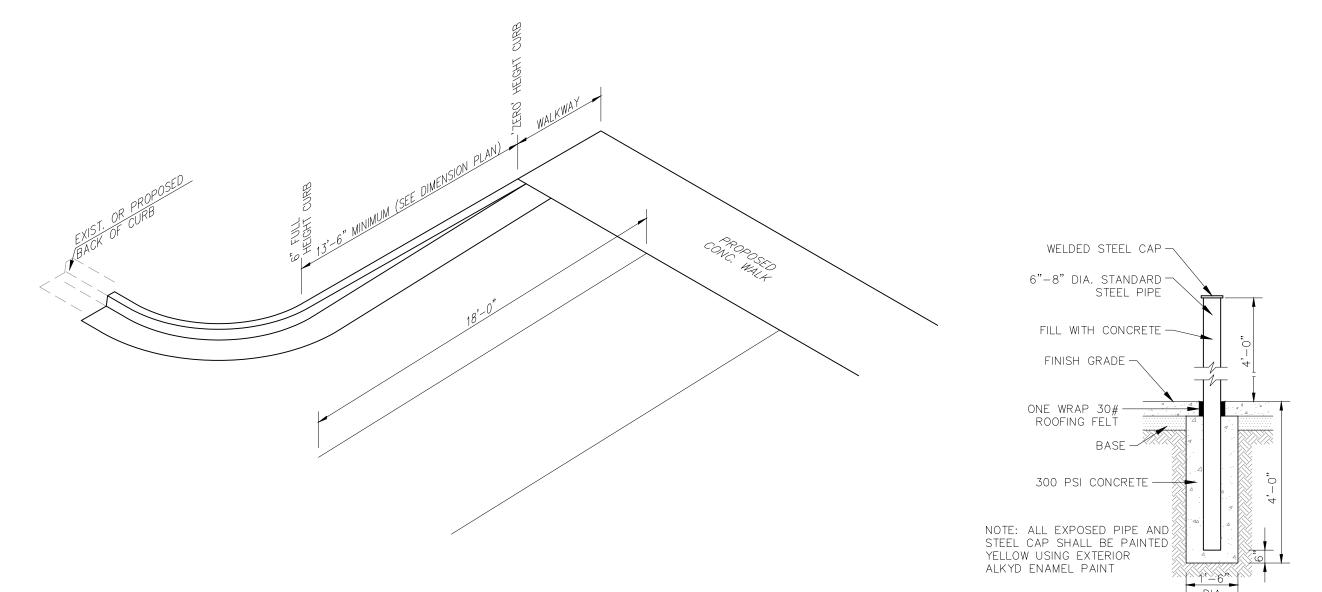
CONTRACTION JOINT





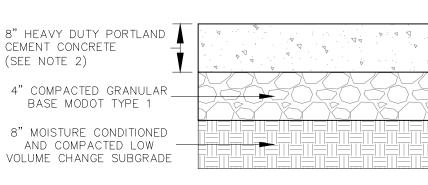
SIDEWALK RAMP

BOLLARD DETAIL 130



4" REG. DUTY ASPHALT CONCRETE 4" COMPACTED GRANULAR BASE MODOT TYPE 1 8" MOISTURE CONDITIONED AND COMPACTED LOW VOLUME CHANGE SUBGRADE

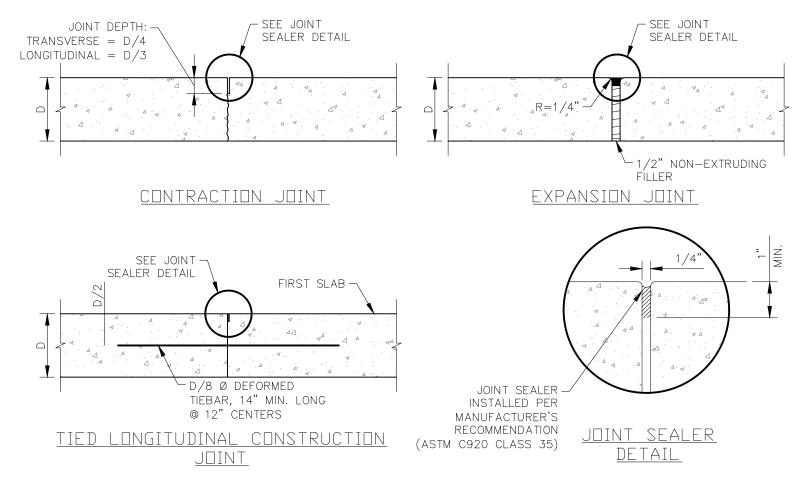
ASPHALT PAVEMENT



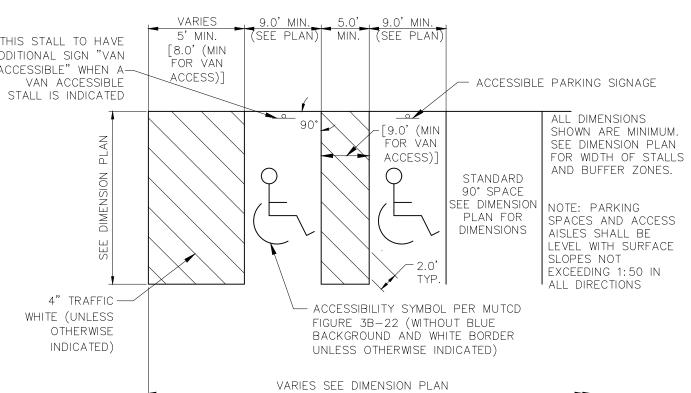
P.C. CONCRETE PAVEMENT

. FLEXIBLE PAVEMENT SHALL BE IN ACCORDANCE WITH THE LATEST MODOT STANDARDS.

- 2. SURFACE COURSE SHALL BE VIRGIN ASPHALT. RECYCLED MIXES MEETING MODOT SPECIFICATIONS MAY BE CONSIDERED FOR BASE COURSE.
- 3. PORTLAND CEMENT CONCRETE SHALL COMPLY WITH MODOT STANDARDS.
- 4. SUBGRADE TO BE COMPACTED TO 90% SUBGRADE TO BE COMPACTED TO 90% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D698. MOISTURE CONTENT TO BE WITHIN A RANGE OF 2% BELOW TO 2% ABOVE OPTIMUM MOISTURE AS DEFINED BY ASTM D698.
- 5. SIDEWALK JOINTS MAY BE SAWN UNLESS SHOWN OTHERWISE ON ARCHITECT/LANDSCAPE PLANS.
- 6. SIDEWALKS TO BE BROOM FINISHED.
- 7. MIXES SELECTED FOR THE HOT-MIX ASPHALT CONCRETE CAN BE MODOT SP125FEEF. IF A MARSHALL DESIGNED MIX IS DESIRED, ANY 50-BLOW MARSHALL MIX MAY BE SELECTED MEETING THE AGGREGATE AND GRADATION REQUIREMENTS OF MODOT BP-1 OR 2, OR OTHER LOCALLY PRODUCED MARSHALL MIX THAT IS EQUIVALENT TO ANY SUBMITTED 50-BLOW MARSHALL MIX DESIGN SHOULD ALSO BE CHECKED FOR RESISTANCE TO STRIPPING DURING DESIGN USING AASHTO T 283 TO DETERMINE IF AN ANTISTRIPPING AGENT IS NEEDED FOR THE SAME ASPHALT CONCRETE CHOSEN FOR THE PROJECT. THE INDEX OF RETAINED STRENGTH SHALL EXCEED 75%.

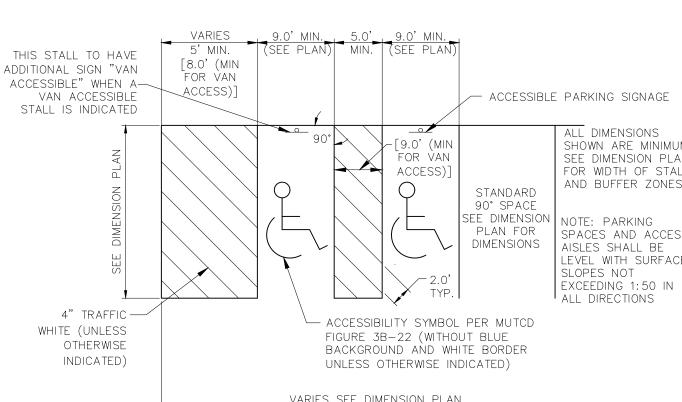


CONCRETE JOINT DETAILS NOT TO SCALE



ADA ACCESSIBLE SPACE STRIPING

- 2. ALL DIMENSIONS SHOWN ARE MINIMUM. SEE DIMENSION PLAN FOR WIDTH OF STALLS AND BUFFER ZONES.
- 3. ADA PARKING SPACES AND ACCESS ISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS.



NOTES:

1. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS.

GRAIN VALLEY I NW JEFFERSON ST & GRAIN VALLEY, MO 6 CIVIL PLANS DETAIL SHEET DESIGNER DRAWN MAC

CROSS

NUMBER

45/22/2005

MATTHEW A. CROSS

ENGINEER

MO # 2020008364

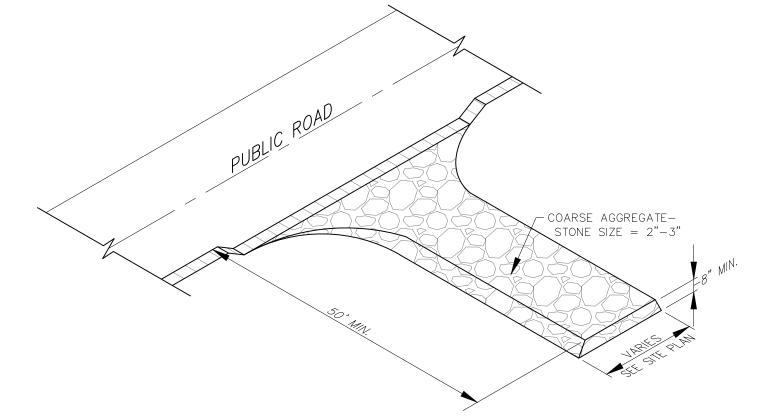
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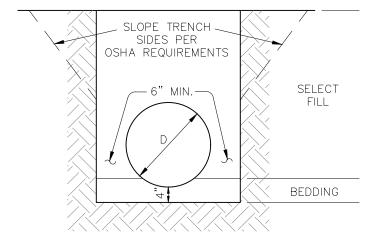
THIS DRAWING SHALL NOT RE LITHLIZED RY ANY PERSON FIRM OR CORPORATION IN WHOLF OR IN PART WITHOLIT THE SPECIFIC PERMISSION OF KAW VALLEY FNGINFERING. INC

Y DISPENSARY
F & STATE ROUTE BB
64029

B24D5016



TEMPORARY GRAVEL CONSTRUCTION ENTRANCE 874



RIGID PIPE: INCLUDES REINFORCED CONCRETE, DUCTILE IRON, & CAST IRON

NOTES:

1. BEDDING SHALL BE COMPACTED SAND AND SHALL BE SHAPED TO THE BOTTOM OF THE

2. SELECT FILL SHALL BE NATIVE MATERIAL FREE OF LARGE ROCKS, DEBRIS, AND ORGANICS (3"+) AND SHALL BE PLACED IN 8" MAX. LOOSE LIFTS AND COMPACTED IN ACCORDANCE WITH SPECIFICATIONS.

SLOPE TRENCH~ SIDES PER → SELECT SHA REQUIREMENTS BACKFILL HAUNCHING D/2 BEDDING

FLEXIBLE PIPE: INCLUDES CORRUGATED METAL PIPE. CORRUGATED POLYETHYLENE PIPE AND/OR POLYVINYL CHLORIDE PIPE.

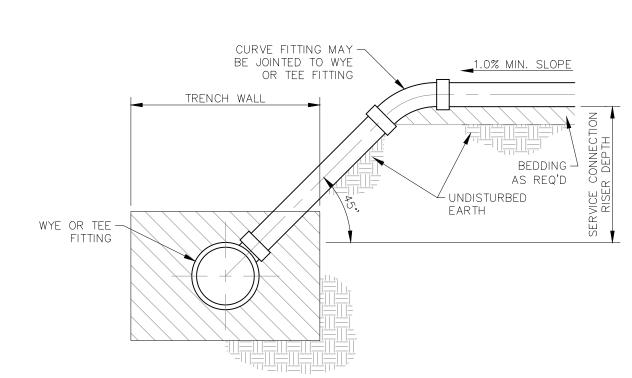
NOTES:

1. BEDDING AND HUNCHING MATERIAL SHALL BE COMPACTED SAND, UNLESS NOTED OTHERWISE ON PLANS AND SHALL BE SHAPED TO THE BOTTOM OF THE PIPE.

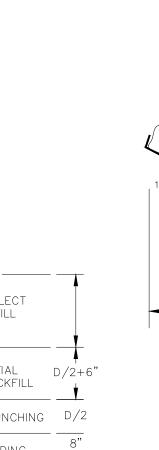
2. INITIAL BACKFILL MATERIAL SHALL BE GRANULAR MATERIAL OR SELECT MATERIAL (INCLUDING SAND) COMPACTED IN ACCORDANCE TO SPECIFICATIONS.

3. SELECT FILL PLACEMENT AND COMPACTION SAME AS FOR RIGID PIPE.

TRENCH AND BEDDING DETAILS

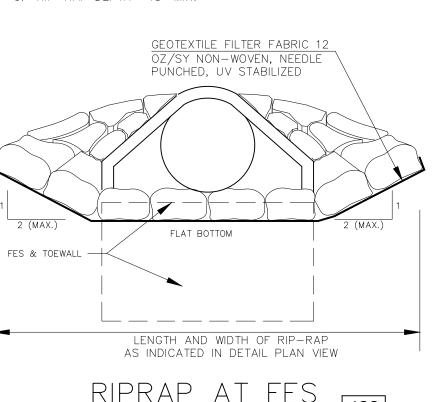


SEWER SERVICE CONNECTION DETAIL

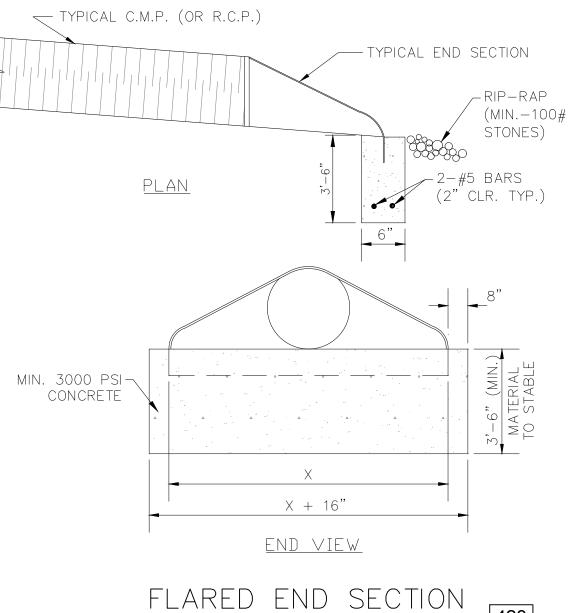


NOTES:

1. THE RIPRAP NEED NOT BE COMPACTED BUT SHALL BE PLACED TO GRADE IN A MANNER TO INSURE THAT THE LARGER ROCK FRAGMENTS ARE UNIFORMLY DISTRIBUTED AND THE SMALLER ROCK FRAGMENTS SERVE TO FILL THE SPACES BETWEEN THE LARGER ROCK FRAGMENTS IN SUCH A MANNER AS WILL RESULT IN WELL-KEYED, DENSELY PLACED, UNIFORM LAYERS OF RIPRAP OF THE SPECIFIED THICKNESS. HAND PLACING WILL BE REQUIRED ONLY TO THE EXTENT NECESSARY TO SECURE THE RESULTS SPECIFIED ABOVE. 2. D50 = 6" 3. RIP-RAP DEPTH= 18" MIN. GEOTEXTILE FILTER FABRIC 12 OZ/SY NON-WOVEN, NEEDLE



NOT TO SCALE



NOT TO SCALE

LATH & — FLAGGING ON ALL SIDES BERM — ∠ WASHOUT 10 MIL PLASTIC -

CONCRETE WASHOUT PIT

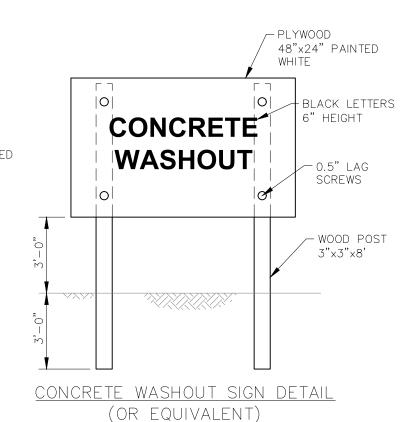
SEEDING OR SODDING.

NOTES:

1. WASHOUT SHOULD BE CLEANED ONCE IT IS 75% FULL. 2. HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED OF IN AN APPROVED CONSTRUCTION DEBRIS LANDFILL.

3. AT CONCLUSION OF CONSTRUCTION PIT AND SIGN ARE TO BE REMOVED AND AREA RETURNED TO PRE-CONSTRUCTION CONDITIONS WITH

4. CONTRACTOR MAY SUBSTITUTE PLASTIC TUB AT HIS/HER OPTION TO BE OF EQUIVALENT OR LARGER VOLUME.



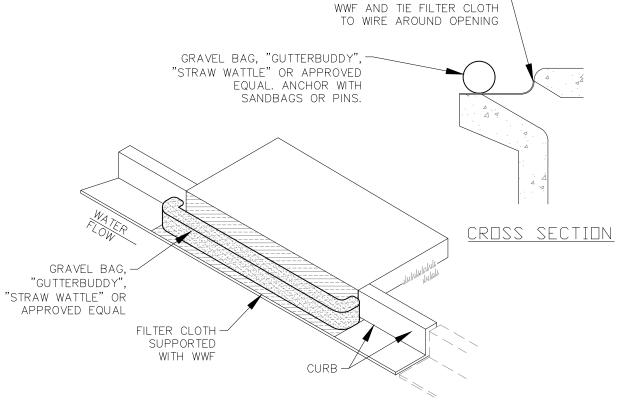
-10 MIL PLASTIC

_ STRAW BALE

LINING

SECTION A-A

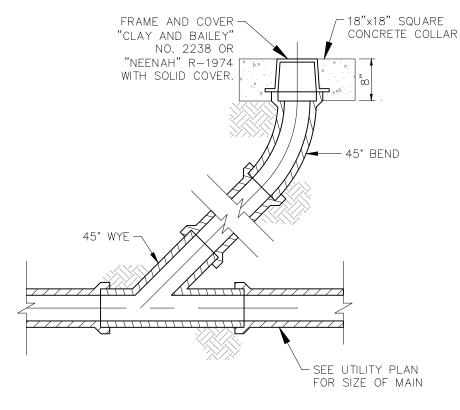
CONCRETE WASHOUT ABOVE GRADE



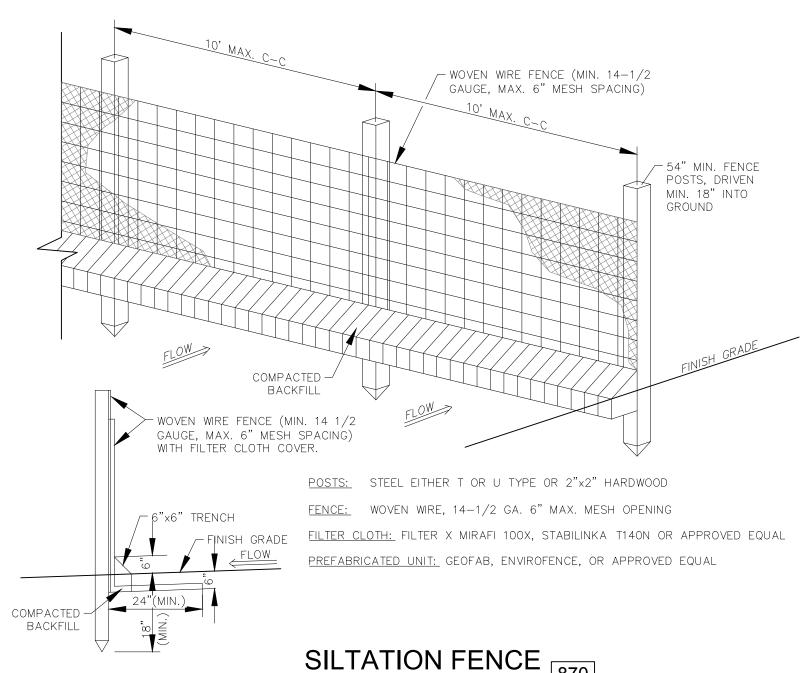
SUPPORT FILTER CLOTH WITH -

NOTE:
INLET FILTER TO REMAIN IN PLACE UNTIL 90% OF DRAINAGE AREA IS PAVED OR SODDED.

INLET FILTER PROTECTION 818



CLEAN-OUT



ANY REQUIRED REPAIRS IMMEDIATELY.

INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE

- 2. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE, OR BECOME
- 3. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID
- 4. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN

CONSTRUCTION NOTES:

NT BARRIER OF STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS.

2. ENSURE THAT THE HEIGHT OF THE SEDIMENT FENCE DOES NOT EXCEED 18 INCHES ABOVE THE GROUND SURFACE (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE.)

3. CONSTRUCT THE FILTER FABRIC FROM A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID JOINTS. WHEN JOINTS ARE NECESSARY SECURELY FASTEN THE FILTER CLOTH ONLY AT A SUPPORT POST WITH OVERLAP TO THE NEXT POST.

4. SUPPORT STANDARD STRENGTH FILTER FABRIC BY WIRE MESH FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, OR TIE WIRES, EXTEND THE WIRE MESH SUPPORT TO THE BOTTOM OF THE TRENCH.

5. WHEN WIRE MESH SUPPORT FENCE IS USED, SPACE POST A MAXIMUM OF 8 FEET APART. SUPPORT POSTS SHOULD BE DRIVEN SECURELY INTO THE GROUND TO A MINIMUM OF 18 INCHES.

6. EXTRA STRENGTH FILTER FABRIC WITH 1-1/4 INCH BY 1-1/4 INCH POST WITH 6-FOOT POST SPACING OR 1-1/2 INCH BY 1-1/2 INCH POST WITH 8-FOOT SPACING DOES NOT REQUIRE WIRE MESH SUPPORT FENCE. STAPLE (3/8-INCH MINIMUM AND 4 PER POST FACE) OR WIRE THE FILTER FABRIC DIRECTLY TO THE POSTS.

7. EXCAVATE A TRENCH APPROXIMATELY 4 INCHES WIDE AND 8 INCHES DEEP ALONG THE PROPOSED LINE OF POSTS AND UPSLOPE FROM THE

8. BACKFILL THE TRENCH WITH COMPACTED SOIL OR GRAVEL PLACED OVER THE FILTER FABRIC.

9. DO NOT ATTACH FILTER FABRIC TO EXISTING TREES.

STEEL (1.33 LB/LIN. FT WITH PROJECTIONS TO FACILITATE FASTENING THE FABRIC), 1-1/4"x1-1/4" OAK (WHEN PLACED 6' C-C) OR 1-1/2"x1-1/2" OAK (WHEN PLACED 8' C-C)

WOVEN WIRE, 14 GA. 6" MAX. MESH OPENING (FOR REINFORCEMENT OF STANDARD STRENGTH FILTER FABRIC)

FILTER CLOTH:

SYNTHETIC FILTER FABRIC (CONTAINING ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0°-120° F) OR PERVIOUS SHEET OF POLYPROPYLENE, NYLON, POLYESTER, OR POLYETHENE YARD, CERTIFIED BY MANUFACTURER OR SUPPLIER CONFORMING TO THE FOLLOWING MINIMUM REQUIREMENTS:

- > TENSILE STRENGTH AT 20% (MAX.) ELONGATION

CROSS NUMBER PE-2020008364 45/22/2005 MATTHEW A. CROSS ENGINEER MO # 2020008364 ENGINEERING

→ BB / DISPENSAR GRAIN VALLEY | NW JEFFERSON ST 8 GRAIN VALLEY, MO 6 CIVIL PLANS DETAIL SHEET

THIS DRAWING SHALL NOT RE LITHLIZED BY ANY PERSON FIRM OR CORPORATION IN WHOLF OR IN PART WITHOLIT THE SPECIFIC PERMISSION OF KAW VALLEY ENGINFERING. INC

INEFFECTIVE, REPLACE IT PROMPTLY.

UNDERMINING THE FENCE DURING CLEANOUT.

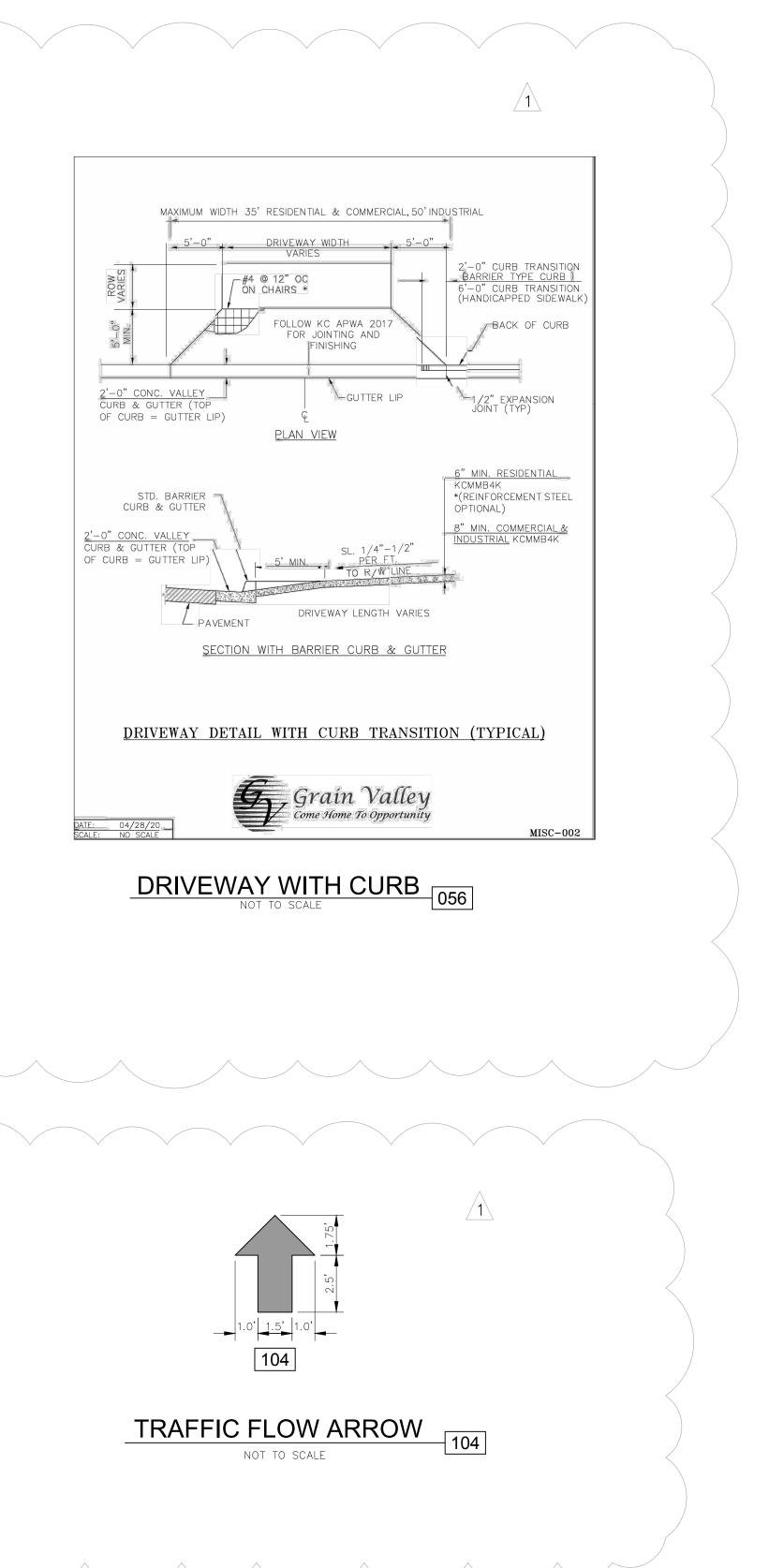
PROPERLY STABILIZED.

> FILTER EFFICIENCY - 85%

> STANDARD STRENGTH - 30 LB/LIN. IN OR

> EXTRA STRENGTH - 50 LB/LIN. IN > SLURRY FLOW RATE - 0.3 GAL./S.F./ MIN.

DESIGNER DRAWN MAC



CROSS

NUMBER PE-2020008364/ 05/22/2005 MATTHEW A. CROSS

ENGINEER

MO # 2020008364

ENGINEERING VALLEY

GRAIN VALLEY DISPENSARY

NW JEFFERSON ST & STATE ROUTE BB
GRAIN VALLEY, MO 64029

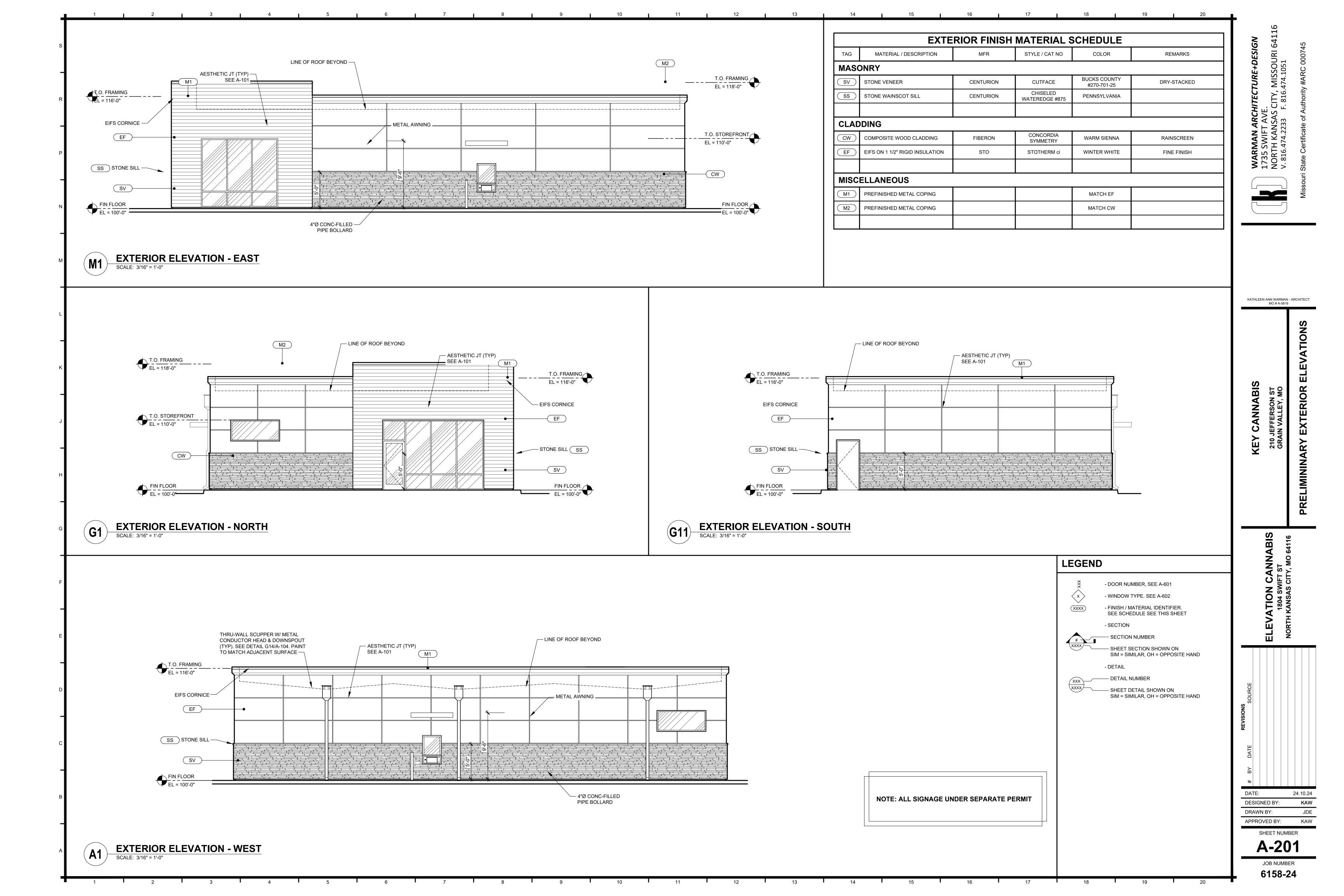
CIVIL PLANS
DETAIL SHEET

B24D5016

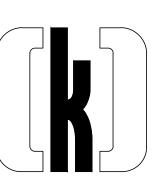
DESIGNER DRAWN BY

MAC

C702







WARMAN ARCHITECTURE+DESIGN

1735 SWIFT AVE.
NORTH KANSAS CITY, MISSOURI 64116
V. 816.474.2233 F. 816.474.1051

Planting Notes

- 1. Location of all existing utilities needs to be done before commencing work.
- 2. The planting plan graphically illustrates overall plant massings. Each plant species massing shall be placed in the
- field to utilize the greatest coverage of ground plane. The following applies for individual plantings:

 a. Creeping groundcover shall be a minimum of 6"
- from paving edge.
 b. All trees shall be a minimum of 3' from paving
- c. All plants of the same species shall be equally spaced apart and placed for best aesthetic viewing.d. All shrubs shall be a minimum of 2' from paved edge.
- 3. Mulch all planting bed areas to a minimum depth of 3". Mulch individual trees to a minimum depth of 4".
- 4. Note: If plants are not labeled they are existing and shall remain.

Materials:

1. Plant material shall be healthy, vigorous, and free of disease and insects as per AAN standards.

2. Shredded bark mulch installed at trees shall be finely chipped and shredded hardwood chips, consisting of pure wood products and free of all other foreign substances. Pine bark compost mulch installed at planting bed areas shall be free of all other foreign substances.

Installation

- 1. All planting beds shall be amended with 1 cubic yard of peat moss per 1,000 square feet. Till peat moss into soil to a 6" depth. A 10-10-10 fertilizer shall be spread over all planting areas prior to planting, at a rate of 50 pounds per 2,000 square feet.
- 2. After plants have been installed, all planting beds shall be treated with Dacthal pre-emergent herbicide prior to mulch application.

 3. Plant pit backfill for trees and shrubs shall be
- 3. Plant pit backfill for trees and shrubs shall be 50% peat or well composted manure and 50% topsoil.
- 4. Plant material shall be maintained and guaranteed for a period of one year after Owner's acceptance of finished job. All dead or damaged plant material shall be replaced at Landscape Contractor's expense.
- 6. Landscape contractor shall maintain all plant material until final acceptance, at which point the one year guarantee begins.

Landscape Requirements/Calculations

MINIMUM STANDARDS FOR LANDSCAPING:

The minimum landscaping requirements for all uses, including single-family and duplexes, shall be one (1) shade tree and one (1) ornamental tree per building lot. Said trees shall be planted on private property, not on public property. Said shade trees shall be a minimum of one and one-half (1 1/2) inches in diameter. The minimum landscaping requirements for all uses, excluding single-family and duplex developments, shall be one (1) tree and two (2) shrubs per seven thousand five hundred (7,500) square feet

of total lot area.
56,525 sf total site. 56,525 / 7,500 = 7.53
Total Trees required: 8 Total Shrubs required 16

PARKING LOT INTERIOR LANDSCAPING

The minimum requirement for parking lot interior landscaping shall be as follows: No less than two and one-half percent (2.5%) of the total parking lot square footage shall be landscaped. The number of trees used in the parking lot interior shall be not less than one (1) for each two hundred (200) square feet, or portions thereof, of required parking lot interior landscaping.

Total SF of Parking Lot = 11,355 sf. .025 x 11,355 = 283.8 sf (interior landscape required) 620 sf Provided

1 tree per 200 sf of interior landscape required

284/200 = 1.5

Requirement Met.

2 Total Trees Required2 Total Trees Provided

Each landscaped area shall contain at least one (1) tree which is adaptable to the environment of parking areas and the remaining area shall be landscaped using shrubs, ground cover and other suitable landscape material.

Requirements Met

The required parking lot landscaping will not be counted towards the site landscaping requirement.

Landscape Requirements/Calculations (Cont.)

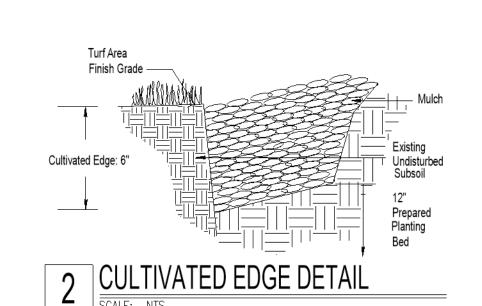
MINIMUM STANDARDS FOR SCREENING:

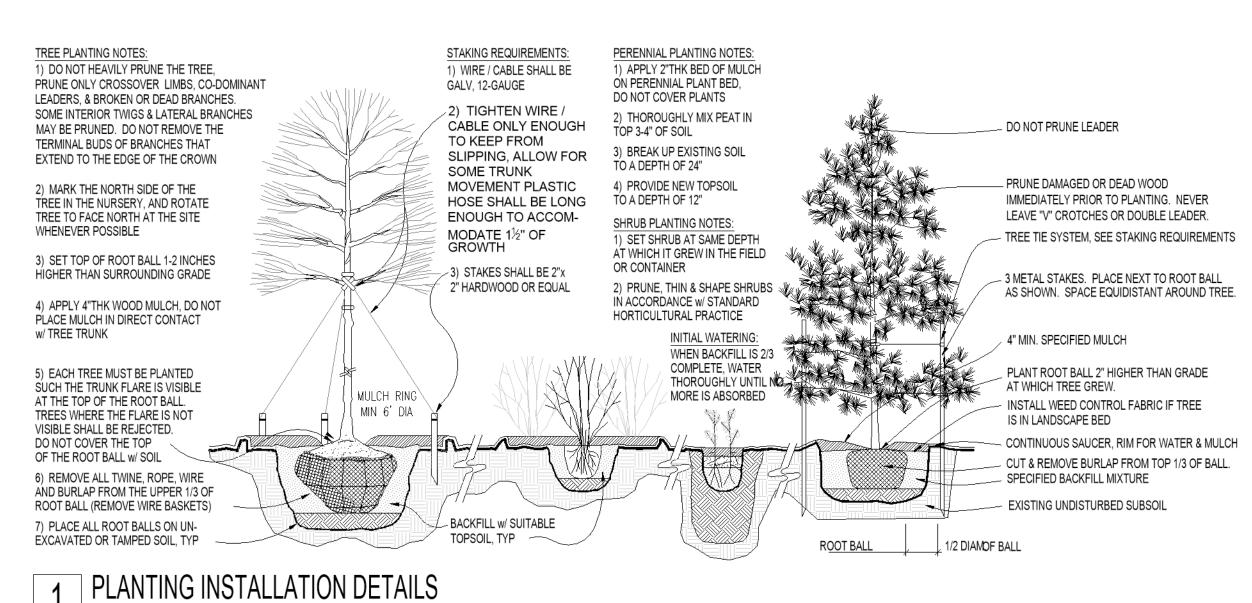
For all buildings except single-family and two-family dwellings, all exterior trash storage containers shall be screened so that they are not visible from off the property.

For all buildings, except residential structures, in Districts "C-1" through "M-2," including planned districts, a solid screen fence or wall shall be provided, not less than six (6) feet in height, along all side and rear property lines which are common to property zoned or used for residential purposes, except that such screening shall not extend in front of the building line or adjacent dwellings and shall not be required where such screening exists on the abutting residential property.

Requirements Met

OBSTRUCTION OF SIGHT DISTANCE AT INTERSECTIONS: Landscaping and/or screening materials shall not interfere with the line of sight between two and one-half (2 1/2) feet and eight (8) feet above the curb at driveways or intersections. Requirements Met





3 LANDSCAPE PLAN

-1873

Landscape Schedule

~ ~ ~ J

Symbol	Qty.	Botanical Name	Common Name	Min.Root	Min.Size	Caliper	Remarks
OVERST	ORY TREE	S					
	1	Quercus rubra	Northern Red Oak			1.5"	6' min. clear., ground to canop
Z	3	Gleditsia triacanthas 'Shademaster'	Shademaster Honeylocust			1.5"	6' min. clear., ground to canopy
	2	Acer x truncatum 'Warrenred'	Pacific Sunset Maple			1.5"	6' min. clear., ground to canopy
EVERGR	EEN TREE	\$					
	3	Juniperus chinensis 'Keteleeri'	Keteleeri Juniper		5' ht.		symmetrical pyramidal form
DECIDU	OUS SHRU	JBS					
\odot	0	Spiraea x bumalda "Limemound"	Limemound spirea	18	8-24 inches	3	Plant @ 3' O.C.
~	3	Hydrangea paniculata 'Quick Fire'	Little Quick Fire Hydrangea	18	3-24 inches	3	Plant @ 4° O.C.
	5	Syringa X 'Penda'	Bloomerang Purple Lilac	18	3-24 inches	3	Plant @ 5′ O.C.
EVERGR	EEN SHRU	JBS					
***	4	Juniperus chinensis 'Sea Green'	Sea Green Juniper	18	3-24 inches	3	Plant @ 4° O.C.
	4	Juniperus chinensis 'Gold Coast'	Gold Coast Juniper	18	3-24 inches	3	Plant @ 4' O.C.
3 miles	0	Juniperus chinensis 'Sporton'	Spartan Juniper		5' ht.		Symmetrical pyramidal form

PROPOSED BUILDING

2,890 sq.ft.

LANDSCAPE ARCHITECTURE 15245 Metcalf Ave. Overland Park, KS 66223 913.787.2817



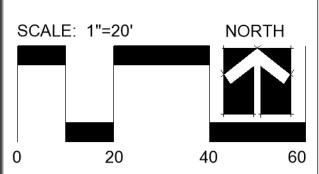
CLIENT

Grain Valley Dispensary

PROJECT

AREA

Grain Valley Dispensary Jefferson Street Grain Valley MO



Date: 4.10.2025 Project #: 1260 Landscape Plan

Jacob Dobbs

From: Ed Turner <eturner@grainvalleypolice.org>

Sent: Wednesday, April 16, 2025 9:09 PM

To: Stout, Scott
Cc: Patrick Martin
Subject: Re: Security Plan

Scott,

Yes, it looks good. I approve your hardware plan you presented. You can proceed with Community Development and move to the next step.

Could you send me your policy, procedures, and training for staff? I'm specifically looking for any background hiring standards, panic alarms tested, procedures for transporting cash to the bank, etc. I will need to get a digital copy of the completed floor plan as well.

Please let me know if you have questions.

Respectfully,

Ed

Sent from my T-Mobile 5G Device

Get Outlook for Android

From: Stout, Scott <sstout@elevatecannabis.com> **Sent:** Wednesday, April 16, 2025 9:13:37 AM **To:** Ed Turner <eturner@grainvalleypolice.org>

Subject: Re: Security Plan

WARNING: Email originates outside the organization. Please stop and think before clicking a link, opening attachments or entering credentials.

Morning Ed. Was just touching base to see if you received my last email?



On Mon, Apr 14, 2025 at 9:33 AM Stout, Scott sstout@elevatecannabis.com> wrote:

Ed, it was nice talking to you today. Attached you will find the security plan for the Key dispensary that will be coming to your area soon. Let me know if you need anything else. I look forward to meeting you soon. Thanks

Security Plan for Grain Valley

- 1 customer entrance, 1 employee entrance
- There are 3 glass breaks, 9 motion detectors 2 IDS Keypads, 2 Alarm sounders, 17 panic alarms.
- There are 53 fixed cameras with a 60min battery backup and 60 days of retention on playback.
- There are 8 Access control readers. These are the areas that customers are not allowed to be in.
- The vault has a security mesh surrounding it on all 4 sides.
- The alarm system is monitored 24/7, 7 days a week.
- 20ft exterior perimeter covered by cameras
- All interior has a min of 2 camera angles at 1080P
- 1 overhead door for delivery of product. The van pulls inside the building and doors remain closed the entire time.
- 6 soffit cans, 1 wall pack, 2 canopy lights and 4 parking lot lights to provide more than enough lights at night.
- All sites have a command station to monitor cameras and activities 24/7



Scott Stout Security Director C: (816) 508-7815 Elevate Cannabis

The content of this email is confidential and intended for the original recipient only. Do not disseminate, distribute or copy any part of this communication without prior written consent of the sender. If you received this message in error, please reply to this message and follow with its deletion, so that we can ensure such an oversight does not occur in the future.

State of Missouri

Department of Health & Senior Services

Division of Cannabis Regulation

Comprehensive Dispensary License Issued:

TC AppliCo, LLC

6820 E FRONT ST KANSAS CITY, MO 64120

DIS000078

The Division of Cannabis Regulation hereby grants a license to **dispense** marijuana at the above named location in accordance with Article XIV of the Missouri Constitution and the rules promulgated thereunder, subject to all the provisions thereof and to the regulations of the Missouri Department of Health & Senior Services, Division of Cannabis Regulation.

Issued: 01/23/2020 Expires: 01/23/2026





OWNERSHIP AFFIDAVIT STATE OF MISSOURI) COUNTY OF JACKSON) Comes now SMAS INVESTORS LLC HAROID HERMON/mbr (owner) Who being duly sworn upon his/her oath, does state that he/she is the owner of the property legally described in the proposed condition use permit and acknowledges the submission of the application for conditional use permit on said property under the City of Grain Valley Code of Ordinances. Date this 15 day of April 2025 HAROLD R HERMAN / MEMBER Printed Name Subscribed and sworn to before me this 15th day of april , 20 25 TINA SADDLER Notary Public - Notary Seal STATE OF MISSOURI **Notary Public** My Commission Expires: Oct. 24, 2028 Commission # 24848845

711 Main Street
Grain Valley, MO 64029
816.847.6200
cityofgrainvalley.org

My Commission Expires



ELECTRONICALLY RECORDED JACKSON COUNTY, MISSOURI

02/15/2024 11:24 AM FEE:\$96.00 26 PGS

INSTRUMENT NUMBER **2024E0009547**

WHEN RECORDED RETURN TO:

Ms. Rachelle M. Biondo White Goss, a Professional Corporation 4510 Belleview Avenue, Suite 300 Kansas City, Missouri 64111-3538

60309

Title of Document:

First Amendment to Reciprocal Easement Agreement

Date of Document:

February 15, 2024

Grantor(s):

QuikTrip Corporation 4705 S. 129th E. Ave.

Tulsa, Oklahoma 74134-7008

Attn: General Counsel

Grantee(s):

QuikTrip Corporation 4705 S. 129th E. Ave.

Tulsa, Oklahoma 74134-7008

Attn: General Counsel

SMAS Investors, LLC

P.O. Box 480811

Kansas City, Missouri 64148 Attn: J. Michael Neighbors

Legal Description:

See Attached Exhibit A, Exhibit B and Exhibit C

Reference Book and Page(s):

2019E0096061

Filed By Chicago Title

FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

"Declaration") is made, granted, and entered into by QuikTrip Corporation, an Oklahoma corporation ("QuikTrip") and SMAS Investors, LLC, a Missouri limited liability company ("SMAS") effective as of this ball day of beauty, 2024 (the "Effective Date").

WHEREAS, SMAS is the fee owner of that certain tract of land described in Exhibit A attached hereto and incorporated herein, said property being hereinafter referred to as the "SMAS Property";

WHEREAS, QuikTrip is the fee owner of that certain tract of land described in <u>Exhibit</u> <u>B</u> attached hereto and incorporated herein (the "QuikTrip Property") (the QuikTrip Property and the MedWise Property are sometimes individually referred to herein as a "Parcel");

WHEREAS, SMAS has sold to QuikTrip that certain real property described in <u>Exhibit</u> C attached hereto and incorporated herein (the "MedWise Property"), upon which QuikTrip intends to construct on the MedWise Property a new MedWise retail urgent care or retail primary care facility;

WHEREAS, the SMAS Property, MedWise Property and the QuikTrip Property are subject to that certain Reciprocal Easement Agreement dated November 21, 2019, recorded in Instrument 2019E0096061 in the Jackson County Recorder of Deeds Office ("Original Declaration");

WHEREAS, the parties desire to amend the Original Declaration.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. <u>Incorporation of Recitals</u>. The foregoing recitals are hereby incorporated into and made a part of this Declaration, as if fully set forth herein.
- 2. Grant of Easements for the benefit of the MedWise Property and the SMAS Property. QuikTrip hereby grants, bargains, sells and conveys to QuikTrip and SMAS the following easements for the benefit of the MedWise Property, the SMAS Property, QuikTrip's and SMAS's successors, invitees, customers, employees and agents, and, to the extent title to the QuikTrip Property is leased, transferred or assigned by QuikTrip, to its successors and assigns:
 - 2.1 <u>Cross Access Easement</u>. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the QuikTrip Property, legally described on <u>Exhibit D</u> and as shown shaded and labeled as the "QuikTrip Cross Access Easement" on <u>Exhibit D-1</u>, each attached hereto and incorporated herein, which easement will burden the QuikTrip Property and benefit the MedWise Property and the SMAS Property (the "QuikTrip Cross Access Easement") for the purpose of vehicular and pedestrian access, ingress and egress to and from the

MedWise Property and the SMAS Property through the QuikTrip Property to access Buckner-Tarsney Road and NW Jefferson Street and for the purpose of utilizing the curb cuts and driveways located on the QuikTrip Property. At no point shall any Owner have the right to block access over the QuikTrip Cross Access Easement, except as reasonably required to complete any repairs, maintenance or replacement of improvements on an Owner's Parcel or prevent the dedication of such area to the public. Any Owner shall have the right to remove any obstructions at the sole cost and expense of the Owner upon whose parcel the obstruction lies, which shall be reimbursed within thirty (30) days of demand therefore.

- 2.2 Utility Easement. A perpetual, non-exclusive and unobstructed right of way and easement over, across, upon and through that portion of the QuikTrip Property, as legally described on Exhibit E and as shown shaded and labeled as the "QuikTrip Sanitary Sewer Easement" on Exhibit E-1, each attached hereto and incorporated herein, which easement will burden the QuikTrip Property and benefit the MedWise Property and the SMAS Property (the "QuikTrip Sanitary Sewer Easement") to install, operate, maintain, repair, replace and remove sanitary sewer lines and all necessary and incidental fixtures and equipment thereto to and from the MedWise Property and SMAS Property and through the QuikTrip Property to the main sanitary sewer line. By the granting of this easement, it shall not be construed to prohibit the Owner of the QuikTrip Property from developing the QuikTrip Property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, or curbs), which will interfere with the use of the QuikTrip Sanitary Sewer Easement and the improvements and appurtenances located therein nor interfere with the maintenance thereof. The Owners of the MedWise Property and the SMAS Property shall have an easement upon, under over and across those portions of the QuikTrip Property within 10 feet on either side of the QuikTrip Sanitary Sewer Easement as reasonably necessary to perform maintenance within the QuikTrip Sanitary Sewer Easement.
- 3. <u>Grant of Easements for the benefit of the SMAS Property</u>. QuikTrip hereby grants, bargains, sells and conveys to SMAS and QuikTrip the following easements for the benefit of SMAS, the SMAS Property, QuikTrip, the QuikTrip Property and SMAS's and QuikTrip's successors, invitees, customers, employees, agents, successors and assigns:
 - 3.1 <u>Cross Access Easement.</u> A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the MedWise Property, legally described on <u>Exhibit F</u> and as shown shaded and labeled as the "MedWise Cross Access Easement" on <u>Exhibit F-1</u>, each attached hereto and incorporated herein, which easement will burden the MedWise Property and benefit the SMAS Property and QuikTrip Property (the "MedWise Cross Access Easement") for the purpose of vehicular and pedestrian access, ingress and egress to and from the SMAS Property and the QuikTrip Property through the MedWise Property and for the purpose of utilizing the curb cuts and driveways located on the MedWise Property. At no point shall any Owner have the right to block access over the MedWise Cross Access

Easement, except as reasonably required to complete any repairs, maintenance or replacement of improvements on an Owner's Parcel or prevent the dedication of such area to the public. Any Owner shall have the right to remove any obstructions at the sole cost and expense of the Owner upon whose parcel the obstruction lies, which shall be reimbursed within thirty (30) days of demand therefore.

- 3.2 Utility Easement. A perpetual, non-exclusive and unobstructed right of way and easement over, across, upon and through that portion of the MedWise Property, as legally described on Exhibit G and as shown shaded and labeled as the "MedWise Sanitary Sewer Easement" on Exhibit G-1, each attached hereto and incorporated herein, which easement will burden the MedWise Property and benefit the SMAS Property (the "MedWise Sanitary Sewer Easement") to install, operate, maintain, repair, replace and remove sanitary sewer lines and all necessary and incidental fixtures and equipment thereto to and from the SMAS Property and through the MedWise Property to the main sanitary sewer line at the point it enters the MedWise Property. By the granting of this easement, it shall not be construed to prohibit the Owner of the MedWise Property from developing the MedWise Property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, or curbs), which will interfere with the use of the MedWise Sanitary Sewer Easement and the improvements and appurtenances located therein nor interfere with the maintenance thereof. The Owners of the SMAS Property shall have an easement upon, under over and across those portions of the MedWise Property within 10 feet on either side of the MedWise Sanitary Sewer Easement as reasonably necessary to perform maintenance within the MedWise Sanitary Sewer Easement.
- 4. <u>Grant of Easements for the benefit of the MedWise Property</u>. SMAS hereby grants, bargains, sells and conveys to QuikTrip the following easements for the benefit of QuikTrip, MedWise Property and QuikTrip Property, QuikTrip's successors, invitees, customers, employees, agents, successors and assigns:
 - 4.1 <u>Cross Access Easement</u>. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through those portions of the SMAS Property improved with driveways and sidewalks, as the same exist from time to time, for the purpose of vehicular and pedestrian access, ingress and egress to and from the MedWise Property and the QuikTrip Property through the SMAS Property to access NW Jefferson Street and for the purpose of utilizing the curb cuts and driveways located on the SMAS Property (the "SMAS Cross Access Easement"). At no point shall any Owner have the right to block access over the SMAS Cross Access Easement, except as reasonably required to complete any repairs, maintenance or replacement of improvements on an Owner's Parcel or prevent the dedication of such area to the public. Any Owner shall have the right to remove any obstructions at the sole cost and expense of the Owner upon whose parcel the obstruction lies, which shall be reimbursed within thirty (30) days of demand therefore.

- 4.2 <u>Temporary Construction Easement.</u> A temporary easement over the Temporary Construction Easement Area on the attached <u>Exhibit H</u> and depicted on <u>Exhibit H-1</u> for construction of improvements, grading activities, operation of equipment and materials in the movement of workforce in connection with the construction by QuikTrip of certain improvements on the MedWise Property, as well as making certain alterations to the grade on the Temporary Construction Easement Area (the "Temporary Construction Easement"). The Temporary Construction Easement herein granted shall automatically terminate, without any further action by either party, upon the earlier of (i) the completion of the construction of the improvements upon the QuikTrip Property or (ii) six (6) months after QuikTrip commences construction of the improvements on the MedWise Property.
- 5. <u>Cost and Expenses for Construction of Certain Improvements.</u>
 - 5.1 <u>Initial Construction of Certain Improvements.</u> QuikTrip, as part of QuikTrip's development of the MedWise Property, and at QuikTrip's sole cost and expense, shall construct driveways within the MedWise Cross Access Easement and shall extend the sanitary sewer line from the QuikTrip Property to the southern boundary of the MedWise Property.
 - 5.2 Responsibility for Costs and Expenses of Maintenance after Completion of Initial Construction. Each of the Owners agrees to maintain in good condition and working order all of the facilities located on any portion of such Owner's Parcel, at such Owner's expense, except for any repairs or maintenance required due to damage caused by another Owner and shall be repaired as provided in Section 5.3 below.
 - 5.3 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations, permits and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of the Owner causing the damage. Any Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting another Owner's Parcel arising from or relating to such work, provided, that, in the event that an Owner has a good faith dispute with any such lien (the "Disputing Owner"), then the Disputing Owner may in good faith contest, by proper legal actions or proceedings, any such lien or encumbrance, provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) such contest operates to suspend collection of the contested amounts and is maintained and prosecuted with diligence; (ii) none of the Owner's Parcel would be subject to forfeiture or loss or a lien by reason of the institution or prosecution of such contest; and (iii) the Disputing Owner shall promptly pay or discharge such contested amounts and all additional charges, interest, penalties and expenses if any, and shall deliver to the other Owner

evidence acceptable to the other Owner of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to the Disputing Owner. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

- 5.4 <u>Restoration of Easement Areas.</u> Upon the completion of any work, the Property upon which such work was performed shall be restored to a substantially similar condition that existed prior to such work, except to the extent that such Property has been maintained or improved as a result of such work.
- 6. <u>Governing Law</u>. This Amendment shall be construed in accordance with and pursuant to the laws of the State of Missouri. Any action on this Amendment or the Original Declaration shall be commenced and prosecuted to completion in a state or federal court located in Jackson County, Missouri.
- 7. <u>Severability</u>. Invalidation of any of the provisions contained in this Amendment, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- 8. <u>Ratification</u>. Except as modified by this Amendment, the Original Declaration remains unmodified and in full force and effect.
 - 9. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, which when taken together shall constitute one complete document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, as Owner of the real property described below, has executed this Declaration effective as of the Effective Date first above written.

QUIKTRIP:

QUIKTRIP CORPORATION,

an Oklahoma corporation

Regional Director of Real Estate
STATE OF Kansas)
COUNTY OF Johnson)
I, <u>Bethany Blanchard</u> , a notary public in and for said County, in the aforesaid State, do hereby certify that Jason Acord, Regional Director of Real Estate of QuikTrip Corporation, an Oklahoma corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, pursuant to authority given to him by the governing body of said entity, for the uses and purposes therein set forth.
GIVEN under my hand and official seal this <u>lst</u> day of <u>February</u> , 2024.
Beltan Blanchant Notary Public Commission Expires: 11/23/26
NOTARY PUBLIC - State of Kansas Bethany Blanchard My Appt. Expires 11/23/26

SMAS:

SMAS INVESTORS, LLC,

A Missouri limited liability company

By: Yhl March

Rob Herman, Manager

STATE OF LAMBAS)

COUNTY OF Sohnson

I, Weined, a notary public in and for said County, in the aforesaid State, do hereby certify that Rob Herman, Manager of SMAS Investors, LLC, a Missouri limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, pursuant to authority given to him by the governing body of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 16th day of February, 2024.

Notary Public,

Commission Expires: Ul 23/2025

NOTARY PUBLIC - State of Kansas KIMBERLY L. WEIBEL My Appt, Expires June 23, 2025

EXHIBIT "A"

SMAS PROPERTY

EXHIBIT A

All that part of the Southwest Quarter of Section 26, Township 49 North, Range 30 West of the Fifth Principal Meridian and all that part of Lot 8B as shown on a Certificate of Survey of Lot 8, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed with the Jackson County, Missouri Recorder of Deeds as Instrument No. 2007E0068248 on May 22, 2007, situate in the City of Grain Valley, Jackson County, Missouri, being described as follows:

Commencing at the Southwest corner of said Southwest Quarter, thence South 88°03'12" East, along the South line of said Southwest Quarter, a distance of 1,330.37 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence North 1°22'31" East, along the East line of said Southwest Quarter of the Southwest Quarter, a distance of 599.39 feet, thence North 87°13'39" West, departing the East line of said Southwest Quarter of the Southwest Quarter, a distance of 63.02 feet to the Southeast corner of Lot 1, QUIKTRIP STORE NO. 0259, a subdivision of record in said City, County, and State, filed with said Recorder of Deeds as Instrument No. 2020E0039051 on May 14, 2020, said point being the Point of Beginning; thence continuing North 87°13'39" West, along the South line of said Lot 1, a distance of 289.00 feet to the Southwest corner thereof, thence North 6°21'45" West, along the West line of said Lot 1, a distance of 292.45 feet to the Northwest corner thereof, said corner lying on the South right-of-way line of N. Jefferson Street, as now established, thence along the North right-of-way line of said N. Jefferson Street the following five (5) courses: 1) Westerly around a curve to the left that is non-tangent with the exit of the last-described course, having a chord bearing of South 81°28'00" West, a radius of 496.00 feet, a chord distance of 68.60 feet, and an arc distance of 68.65 feet, 2) South 77°30'05" West a distance of 250.32 feet, 3) Westerly, around a curve to the right that is tangent with the exit of the last-described course, having a chord bearing of South 82°37'00" West, a radius of 535.00 feet, a chord distance of 95.40 feet, and an arc distance of 95.53 feet, 4) South 40°13'16" West a distance of 27.98 feet, 5) South 2°25'26" West a distance of 4.93 feet to the intersection with the North line of Lot 4, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, a subdivision of record in said City, County, and State filed with said Recorder of Deeds as Instrument No. 1998I0025166 on April 13, 1998, thence South 86°54'47" East, along the North line of said Lot 4 and continuing along the North line of Lot 7, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, a distance of 300.76 feet to the Northwest corner of said Lot 8B; thence along the West line of said Lot 8B the following three (3) courses: 1) South 2°44'21" West a distance of 163.14 feet, 2) South 86°55'50" East a distance of 119.99 feet, 3) South 2°05'36" West a distance of 250.02 feet to the Southernmost Southwest corner of said Lot 8B; thence South 86°51'45" East, along the South line of said Lot 8B, a distance of 12.75 feet to the Southernmost Southeast corner of said Lot 8b, said point also being the intersection with the North right-of-way line of Interstate 70 as described in a Quitclaim Deed filed with said Recorder of Deeds as Instrument No. 2016E0058009 on June 29, 2016; thence South 54°59'56" East, along the North right-of-way line of said Interstate 70, a distance of 77.60 feet, thence South 88°16'11" East, continuing along the North right-of-way line of said Interstate 70, a distance of 232.99 feet to the intersection with the West right-of-way line of NW Buckner Tarsney Road (AKA Missouri State Route BB), as now established; thence along the West right-of-way line of said NW Buckner Tarsney Road the following four courses: 1) North 40°00'17" East a distance of 25.78 feet, 2) North 1°45'21" East a distance of 191.22 feet, 3) North 1°48'42" East a distance of 37.48 feet, 4) North 15°09'19" East a distance of 38.96 feet to the Point of Beginning.

Containing 149,131 square feet or 3.424 acres, more or less.

The bearings in this description are based on the Missouri Coordinate System of 1983, West Zone, NAD83.



EXHIBIT "B"

QUIKTRIP PROPERTY

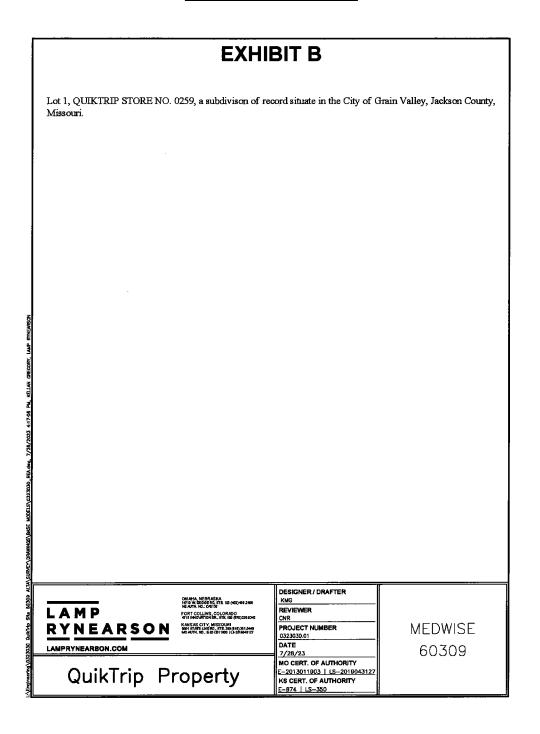


EXHIBIT "C"

MEDWISE PROPERTY

All that part of the Southwest Quarter of Section 26, Township 49 North, Range 30 West of the Fifth Principal Meridian and all that part of Lot 8B as shown on a Certificate of Survey of Lot 8, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed with the Jackson County, Missouri Recorder of Deeds as Instrument No. 2007E0068248 on May 22, 2007, situate in the City of Grain Valley, Jackson County, Missouri, being described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence South 88°03'12" East, along the South line of said Southwest Quarter, a distance of 1,330.37 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence North 1°22'31" East, along the East line of said Southwest Quarter of the Southwest Quarter, a distance of 599.39 feet; thence North 87°13'39" West, departing the East line of said Southwest Quarter of the Southwest Quarter, a distance of 63.02 feet to the Southeast corner of Lot 1, QUIKTRIP STORE NO. 0259, a subdivision of record in said City, County, and State, filed with said Recorder of Deeds as Instrument No. 2020E0039051 on May 14, 2020, said point being the Point of Beginning; thence continuing North 87°13'39" West, along the South line of said Lot 1, a distance of 289.00 feet to the Southwest corner thereof; thence North 87°15'11" West, departing the South line of said Lot 1, a distance of 45.24 feet to the Northeast corner of Lot 8A as shown on said Certificate of Survey, said point also being located on the West line of said Lot 8B as shown thereon; thence South 2°05'36" West, along the West line of said Lot 8B, a distance of 145.74 feet to the intersection with the Westerly prolongation of the North line of a parcel of property described in a Quitclaim Deed filed with said Recorder of Deeds as Instrument No. 2016E0058009 on June 29, 2016; thence South 88°16'11" East, across said Lot 8B and along the North line of said parcel of property and its Westerly prolongation, a distance of 325.98 feet to the intersection with the West right-of-way line of NW Buckner Tarsnev Road (AKA Missouri State Route BB), as now established; thence along the West right-of-way line of said NW Buckner Tarsney Road the following three (3) courses: 1) North 1°45'21" East a distance of 64.31 feet; 2) North 1°48'42" East a distance of 37.48 feet; 3) North 15°09'19" East a distance of 38.96 feet to the Point of Beginning.

Containing 46,665 square feet or 1.071 acres, more or less.

The bearings in this description are based on the Missouri Coordinate System of 1983, West Zone, NAD83.

DESCRIPTION PREPARED BY KELLAN M. GREGORY MO PLS NO. 2011001372 AND LAMP RYNEARSON, MO CLS NO. 2019043127.

TRACT 2:

Non-exclusive easements for utilities, access, ingress, egress and visibility created by Reciprocal Easement Agreement dated November 21, 2019 and recorded November 21, 2019 as Document No. 2019E0096061. Subject to the terms, provisions and conditions set forth in said instrument.

EXHIBIT "D"

LEGAL DESCRIPTION OF QUIKTRIP ACCESS EASEMENT

35' WIDE ACCESS EASEMENT

All that part of the West Half of the Southwest Quarter of Section 26, Township 49 North, Range 30 West lying in Grain Valley, Jackson County, being more particularly described as follows:

Commencing at the Northeast corner of Lot 8B, CERTIFICATE OF SURVEY OF LOT 8 IN THE REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed in the office of the recorder of deeds for Jackson County, Missouri as Document Number 20070E00628248 in Book E28 at Page 92; thence N87°01'22"W (N87°33'51"W, Plat), a distance of 126.83 feet to a point on the West line of Proposed QUIKTRIP STORE NO. 0259; thence N06°19'31"W, along said West line, a distance of 127.21 feet to the Northwest corner of said Proposed QUIKTRIP STORE NO. 0259, also being a point on the South right-of-way of North Jefferson Street, as now established; thence along the North line of said Proposed QUIKTRIP STORE NO. 0259 and along the South right-of-way of said North Jefferson Street, being along a curve to the right, having an initial tangent bearing of N85°26'06"E, a radius of 496.00 feet a central angle of 01°34'04" and an arc length of 13.57 feet to the Point of Beginning; thence continuing along the last described course and curve having a radius of 496.00 feet, a central angle of 04°02'47" and an arc length of 35.03 feet; thence S02°59'51"E, a distance of 14.81 feet; thence along a curve to the left, tangent to the last described course, having a radius of 25.00 feet, a central angle of 40°21'17" and an arc length of 17.61 feet; thence \$43°21'08"E, a distance of 9.66 feet; thence \$46°38'52"W, a distance of 35.00 feet; thence N43°21'08"W, a distance of 9.66 feet; thence along a curve to the right, tangent to the last describe course having a radius of 60.00 feet, a central angle of 40°21'17" and an arc length of 42.26 feet; thence N02°59'51"W, a distance of 16.05 feet to the Point of Beginning.

Containing 1,926 square feet, more or less.

30' ACCESS EASEMENTS

All that part of Lot 8B, CERTIFICATE OF SURVEY OF LOT 8 IN THE REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed in the office of the recorder of deeds for Jackson County, Missouri as Document Number 20070E00628248 in Book E28 at Page 92 being more particularly described as follows:

Commencing at the Northeast corner of aforesaid Lot 8B; thence S02°49'12"W (802°16'43"W, Plat), along the East line of said Lot 8B, a distance of 162.75 feet to a point on the South line of Proposed QUIKTRIP STORE NO. 0259; thence N87°16'15"W along said South line, a distance of 56.04 feet to the Point of Beginning; thence continuing N87°16'15"W along said South line, a distance of 30.00 feet to a point herein after known as Point A; thence N01°43'46"E, a distance of 17.59 feet; thence S88°16'14"E, a distance of 30.00 feet; thence S01°43'46"W, a distance of 18.12 feet to the Point of Beginning.

Containing 536 square feet, more or less.

Also

Commencing at said Point A; thence N87°16'15"W along said South line, a distance of 14.51 feet to the Southwest corner of said Proposed QUIKTRIP STORE NO. 0259; thence N06°19'31"W, along the West line of said Proposed QUIKTRIP STORE NO. 0259, a distance of 28.03 feet to the Point of Beginning; thence continuing along the last described course N06°19'31"W, a distance of 30.30 feet; thence \$88°16'14"E, a distance of 22.68 feet; thence \$01°43'46"W, a distance of 30.00 feet; thence N88°16'14"W, a distance of 18.44 feet to the Point of Beginning

Containing 617 square feet, more or less.

25' AND 30' WIDE ACCESS EASEMENT

All that part of the West Half of the Southwest Quarter of Section 26, Township 49 North, Range 30 West lying in Grain Valley, Jackson County, being more particularly described as follows:

Commencing at the Northeast corner of Lot 8B, CERTIFICATE OF SURVEY OF LOT 8 IN THE REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed in the office of the recorder of deeds for Jackson County, Missouri as Document Number 20070E00628248 in Book E28 at Page 92; thence S02°49°12"W (S02°16'43"W, Plat), along the East line of said Lot 8B, a distance of 162.75 feet to a point on the South line of Proposed QUIKTRIP STORE NO. 0259; thence S87°16'15"E, along the said South line, a distance of 126.65 feet to the Point of Beginning; thence N01°43'46"E, a distance of 13.71 feet; thence S88°16'14"E, a distance of 30.00 feet; thence S01°43'46"W, a distance of 14.24 feet to a point on said South line, said point hereinafter known as Point A; thence N87°16'15"W, along said South line, a distance of 30.00 feet to the Point of Beginning.

Containing 419 square feet, more or less.

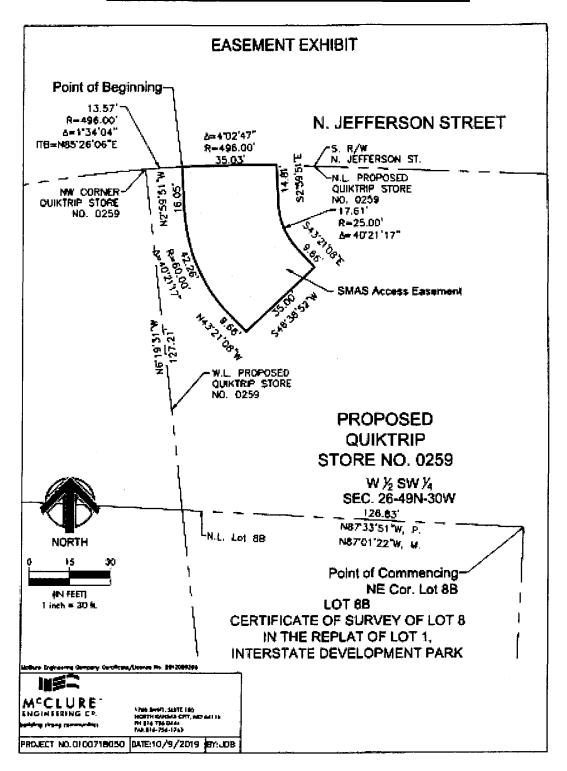
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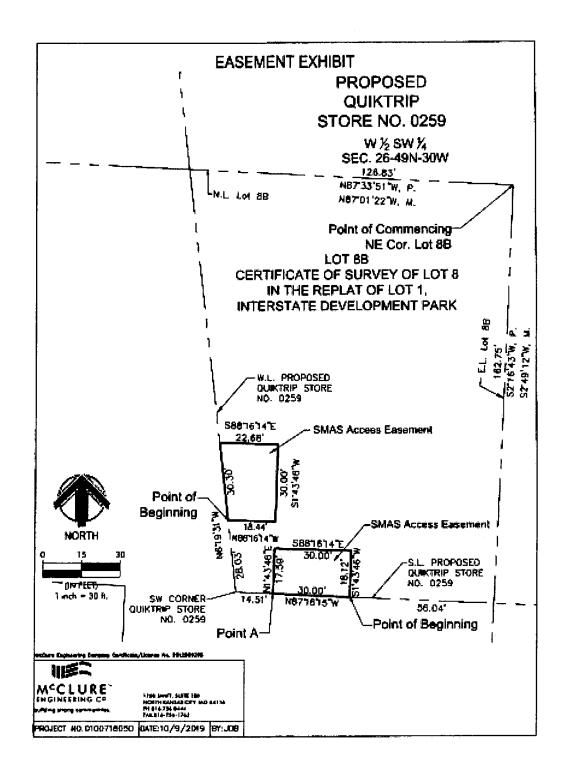
Commencing at said Point A; thence S87°16′15″E, along said South line, a distance of 32.02 feet to the Southeast corner of said Proposed QUIKTRIP STORE NO. 0259, said point also being a point on the West right-of-way of Missouri State Route BB, as now established; thence the following courses and distances along the East line of said Proposed QUIKTRIP STORE NO. 0259 and along the West right-of-way of said Missouri State Route BB; thence N15°19′19″E (N15°19′40″E, Deed), a distance of 32.70 feet; thence N08°37′16″E (N08°37′37″E, Deed), a distance of 42.67 feet; thence N01°43′46″E (N01°43′49″E, Deed) a distance of 40.49 feet to the Point of Beginning; thence departing the East line of said Proposed QUIKTRIP STORE NO. 0259 and the West right-of-way of said Missouri State Route BB, N88°16′14″E, a distance of 44.82 feet; thence N01°43′46″E, a distance of 25.00 feet; thence S88°16′14″E, a distance of 44.82 feet to a point on the East line of said Proposed QUIKTRIP STORE NO. 0259 and the West right-of-way of said Missouri State Route BB; thence S01°43′46″W (S01°43′49″, Deed), along the East line of said Proposed QUIKTRIP STORE NO. 0259 and along the West right-of-way of said Missouri State Route BB, a distance of 25.00 feet to the Point of Beginning.

Containing 1,121 square feet, more or less.

EXHIBIT "D-1"

DEPICTION OF QUIKTRIP ACCESS EASEMENT





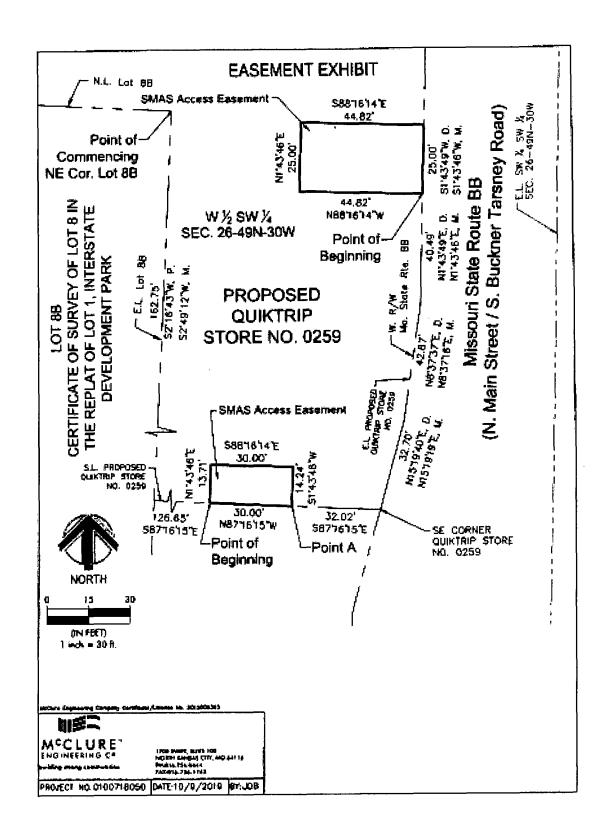


EXHIBIT "E"

LEGAL DESCRIPTION OF QUIKTRIP SANITARY SEWER EASEMENT

All that part of the West Half of the Southwest Quarter of Section 26, Township 49 North, Range 30 West, lying in Grain Valley, Jackson County Missouri, being more particularly described as follows:

Commencing at the Northeast corner of aforesaid Lot 8B; thence N87°01'22"W (N87°33'51"W, Plat), along the North line of said Lot 8B, a distance of 126.83 feet to a point on the West line of Proposed QUIKTRIP STORE NO. 0259 and the Point of Beginning; thence continuing N87°01'22"W (N87°33'51"W, Plat), along the last described course, a distance of 14.75 feet; thence N01°43'46"E, a distance of 103.85 to a point on the West line of said Proposed QUIKTRIP STORE NO. 0259; thence S06°19'31"E along the West line of said Proposed QUIKTRIP STORE NO. 0259, a distance of 105.21 feet to the Point of Beginning.

Containing 765 Square Feet, more or less.

EXHIBIT "E-1" <u>DEPICTION OF QUIKTRIP SANITARY SEWER EASEMENT</u>

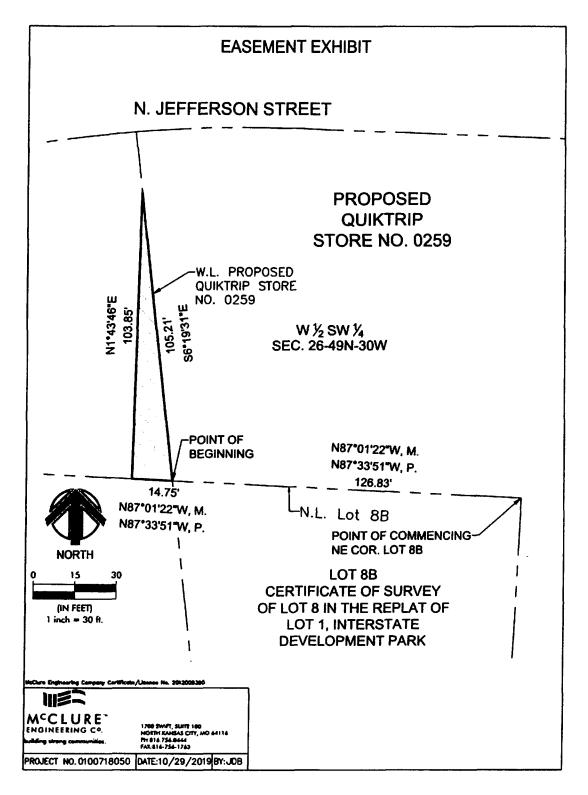


EXHIBIT "F"

LEGAL DESCRIPTION OF MEDWISE ACCESS EASEMENT

EXHIBIT F

LEGAL DESCRIPTION (EAST TRACT)

A strip of land 30.00 feet-wide across the Southwest Quarter of Section 26, Township 49 North, Range 30 West of the Fifth Principal Meridian, situate in the City of Grain Valley, Jackson County, Missouri, lying 15.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Southwest Quarter; thence South 88°03'12" East, along the South line of said Southwest Quarter, a distance of 1,330.37 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, a distance of 599.39 feet; thence North 87°13'39" West, departing the East line of said Southwest Quarter, a distance of 599.39 feet; thence North 87°13'39" West, departing the East line of said Southwest Quarter of the Southwest Quarter, a distance of 63.02 feet to the Southeast corner of Lot 1, QUIKTRIP STORE NO. 0259, a subdivision of record in said City, County, and State, filed with the Jackson County, Missouri Recorder of Deeds as Instrument No. 2020E0039051 on May 14, 2020; thence North 87°13'39" West, along the South line of said Lot 1, a distance of 46.99 feet to the Point of Beginning; thence South 1°43'49" West, departing the South line of said Lot 1, a distance of 140.42 feet to the interior with the South line of a tract of land described in a Special Warranty Deed filed with said Recorder of Deeds as Instrument No. 2015E0051738 on June 17, 2015, said point being the Point of Terminus. The sidelines of the aforesaid description shall be shortened or clongated to match themselves with the South line of said Lot 1 and the South line of said tract of land.

Containing 4,216 square feet, more or less.

The bearings in this description are based on the Missouri Coordinate System of 1983, West Zone, NAD83.



Prepared by: Kellan M. Gregory, MO PLS #2011001372

PAGE 1 OF 2

LAMP
RYNEARSON

PROJECT NUMBER
0323030.01
DATE
10/31/23
MO CERT. OF AUTHORITY
E-2013011903 | LS-2019043121
KS CERT. OF AUTHORITY
E-874 | LS-350

DESIGNER / DRAFTER

KMG REVIEWER

MEDWISE 60309

MedWise Cross Access Easement

EXHIBIT F

LEGAL DESCRIPTION (WEST TRACT)

A strip of land 30.00 feet-wide across part of Lot 8B as shown on a Certificate of Survey of Lot 8, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed with the Jackson County, Missouri Recorder of Deeds as Instrument No. 2007E0068248 on May 22, 2007, situate in the City of Grain Valley, Jackson County, Missouri, lying 15.00 feet on each side of the following described centerline:

Commencing at the Southwest corner of the Southwest Quarter of Section 26, Township 49 North, Range 30 West of the Fifth Principal Meridian; thence South 88°03'12" East, along the South line of said Southwest Quarter, a distance of 1,330.37 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence North 1°22'31" East, along the East line of said Southwest Quarter of the Southwest Quarter of 599.39 feet; thence North 87°13'39" West, departing the East line of said Southwest Quarter, a distance of 63.02 feet to the Southeast corner of Lot 1, QUIKTRIP STORE NO. 0259, a subdivision of record in said City, County, and State, filed with said Recorder of Deeds as Instrument No. 2020E0039051 on May 14, 2020; thence North 87°13'39" West, along the South line of said Lot 1, a distance of 259.68 feet to the Point of Beginning; thence South 1°43'46" West, departing the South line of a tract of land described in a Special Warranty Deed filed with said Recorder of Deeds as Instrument No. 2015E0051738 on June 17, 2015, said point being the Point of Terminus. The sidelines of the aforesaid description shall be shortened or clongated to match themselves with the South line of said Lot 1 and the Westerly prolongation of the South line of said tract of land.

Containing 4,332 square feet, more or less.

The bearings in this description are based on the Missouri Coordinate System of 1983, West Zone, NAD83.



Prepared by: Kellan M. Gregory, MO PLS #2011001372

PAGE 2 OF



DATE
0323030.01
DATE
10/51/23
MO CERT. OF AUTHORITY
E-2013011903 | LS-2019043127
KS CERT. OF AUTHORITY
E-874 | LS-350

DESIGNER / DRAFTER

REVIEWER

MEDWISE 60309

MedWise Cross Access Easement

EXHIBIT "F-1"

DEPICTION OF MEDWISE ACCESS EASEMENT

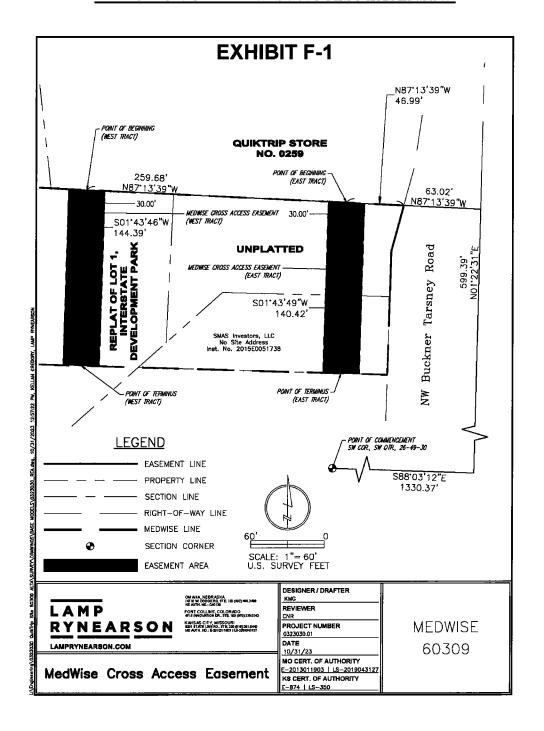


EXHIBIT "G"

LEGAL DESCRIPTION OF MEDWISE SANITARY SEWER EASEMENT

EXHIBIT G

LEGAL DESCRIPTION

All that part of Lot 8B as shown on a Certificate of Survey of Lot 8, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed with the Jackson County, Missouri Recorder of Deeds as Instrument No. 2007E0068248 on May 22, 2007, situate in the City of Grain Valley, Jackson County, Missouri, being described as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 26, Township 49 North, Range 30 West of the Fifth Principal Meridian; thence South 88°03'12" East, along the South line of said Southwest Quarter, a distance of 1,330.37 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 26; thence North 1°22'31" East, along the East line of said Southwest Quarter of the Southwest Quarter, a distance of 599.39 feet, thence North 87°13'39" West, departing the East line of said Southwest Quarter of the Southwest Quarter, a distance of 63.02 feet to the Southeast corner of Lot 1, QUIKTRIP STORE NO. 0259, a subdivision of record in said City, County, and State, filed with said Recorder of Deeds as Instrument No. 2020E0039051 on May 14, 2020; thence North 87°13'39" West, along the South line of said Lot 1, a distance of 281.49 feet to the Point of Beginning; thence North 87°13'39" West, continuing along the South line of said Lot 1 and its Westerly prolongation, a distance of 15.02 feet, thence South 0°19'21" East, departing the Westerly prolongation of the South line of said Lot 1, a distance of 145.17 feet, thence South 88°16'11" East a distance of 15.01 feet, thence North 0°19'21" West a distance of 144.90 feet to the Point of Beginning.

Containing 2,175 square feet, more or less.

The bearings in this description are based on the Missouri Coordinate System of 1983, West Zone, NAD83.



Prepared by: Kellan M. Gregory, MO PLS #2011001372

LAMP
RYNEAR SON

CM AMA, NEBRASKA
HE 10 NC DODGERI, ETE. 100 (402) 486 2400
HE AUTH, 100 C. CARISTO
FORT COLLINS, COLORADO
4716 HINGUATION DR. 57E 100 (1272) 228 DA2
HANSAS CITY, MISSOURI
1001 STATE LINE NO. 37E 2800 (1910) 301 3440
MON AMTH. 402. E 2010 211 (100.) 10-3800-9412

PROJECT NUMBER
032303.01

DATE
7/28/23

MO CERT. OF AUTHORITY
E-201901903 | LS-2019043127
KS CERT. OF AUTHORITY
E-874 | LS-350

DESIGNER / DRAFTER

REVIEWER

MEDWISE 60309

MedWise Sanitary Sewer Easement

EXHIBIT "G-1"

DEPICTION OF MEDWISE SANITARY SEWER EASEMENT

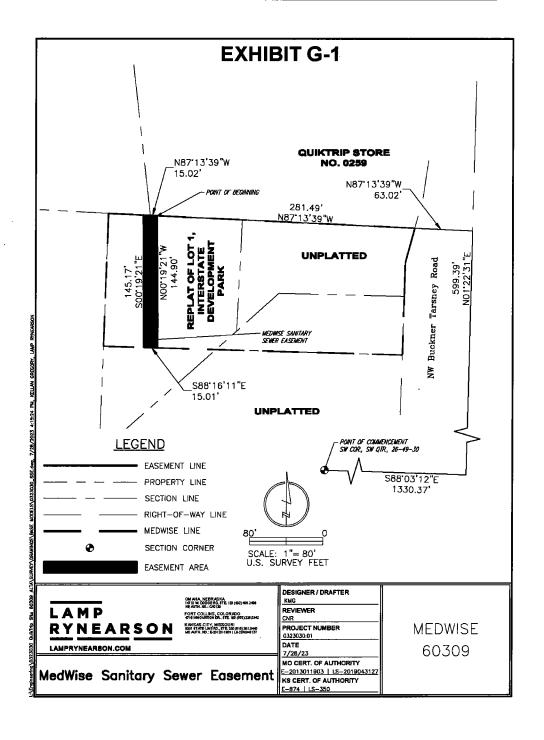


EXHIBIT "H"

DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT H

LEGAL DESCRIPTION

All that part of the Southwest Quarter of Section 26, Township 49 North, Range 30 West of the Fifth Principal Meridian and all that part of Lot 8B as shown on a Certificate of Survey of Lot 8, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, filed with the Jackson County, Missouri Recorder of Deeds as Instrument No. 2007E0068248 on May 22, 2007, situate in the City of Grain Valley, Jackson County, Missouri, being described as follows:

Commencing at the Southwest corner of said Southwest Quarter; thence South 88°03'12" East, along the South line of said Southwest Quarter, a distance of 1,330.37 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Section 26; thence North 1°22'31" East, along the East line of said Southwest Quarter of the Southwest Quarter, a distance of 460.85 feet to the intersection with the East line of said Quarter-Quarter section and the Easterly prolongation of the North line of a tract of land described in a Quitclaim Deed filed with said Recorder of Deeds as Instrument No. 2016E0058009 on June 29, 2016; thence North 88°16'11" West, along the Easterly prolongation of the North line of said tract of land, a distance of 72.99 feet to the Northeast corner thereof, said point also being located on the West right-of-way line of NW Buckner Tarsney Road, as now established; thence North 88°16'11" West, along the North line of said tract of land, a distance of 201.15 feet to the Point of Beginning; thence North 88°16'11" West, continuing along the North line of said tract of land and also across said Lot 8B, a distance of 76.42 feet; thence South 1°43'59" West, across the line common between said Lot 8B and said tract of land, a distance of 116.68 feet; thence North 53°21'02" East a distance of 97.49 feet; thence North 1°43'49" East a distance of 56.15 feet to the Point of Beginning.

Containing 6,604 square feet, more or less.

The bearings in this description are based on the Missouri Coordinate System of 1983, West Zone, NAD83.



Prepared by: Kellan M. Gregory, MO PLS #2011001372

LAMP RYNEARSON LAMPRYNEARSON.COM OMA-IA, NEBRASKA
1470 W, O0056 EO, STE 100 (402) 495.2488
NE AUTH, NO: CA0130
FORT COLLINS, COLLORADO
FORT COLLINS, COLLORADO
KANISAS CITY, MISSOURI
8001 STATELNE RO. 37E 200 (816) 3510440
NO AUTH, NO: E-2013011930; 125 2019043177

REVIEWER
CNR
PROJECT NUMBER
0323030.01
DATE
10/18/23
MO CERT. OF AUTHORITY
E-2013011903 | LS-2019043127
KS CERT. OF AUTHORITY

E-874 | LS-350

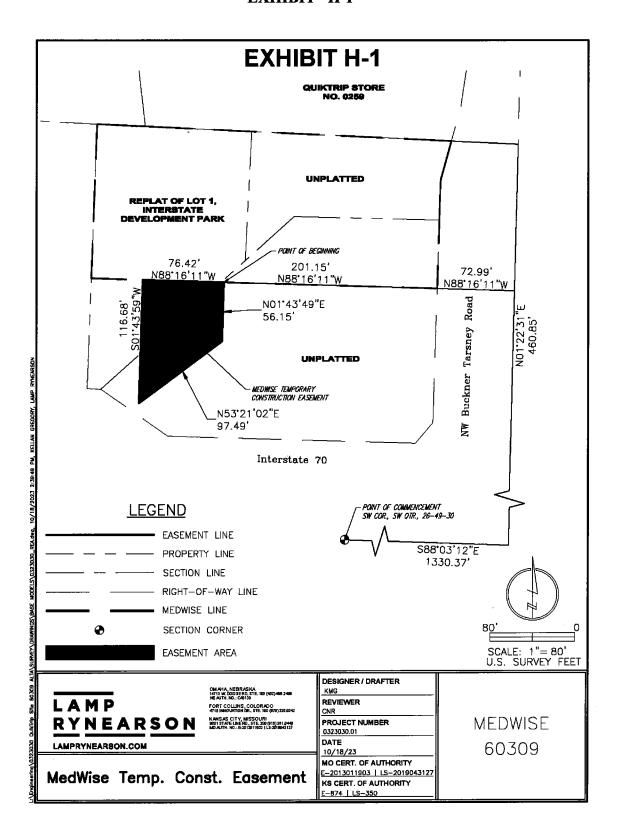
DESIGNER / DRAFTER

MEDWISE 60309

MedWise Temp. Const. Easement

{34158 / 72164; 981219.5 }

EXHIBIT "H-1"





STAFF REPORT 1101 Jefferson Warehouse/ Office June 11th, 2025

Action: Requesting a Site plan review in the Downtown Transition Zone.

Purpose:

All of Tracts 1, 2, and 3 of Interstate Development Park—Bush Business Park LLC is requesting site plan review for two buildings with warehousing/ office space. The property is in the Downtown Overlay District — Transition Zone. The site is generally located on the east side of Jefferson Ct between Jefferson St and Jefferson St AKA 1101 Jefferson Ct.

ANAYLSIS:

The applicant applied for site plan review and after staff review the applicant has met all requirements set forth for the development.

The application shows renderings meeting section 400.220 Additional controls for exterior walls and materials standards.

The applicant submitted plan has met the planting requirements set forth in section 400.280 Landscaping and Screening.

The applicants plan identified and met section 400.290 Off-Street Parking and Loading Regulations.

STAFF RECOMMENDATION:

Staff recommends approval.

Grain Valley Community Development

1101 Jefferson

05/20/2025 - 05/19/2026

Planning and Zoning

General

8052201

Printed: 06/03/2025

be259aa0-34f6-11f0-a26c-41f20f881377

Under Review Active

Application Review Status

Pre-Review Approved

Planning and Zoning Not Reviewed 05/19/2025

Engineering Not Reviewed
Final-Review Not Reviewed

Fees Payments

Site Plan Review \$400.00 05/20/2025 Check #1692 \$400.00

Subtotal \$400.00 Total Paid \$400.00

Amount Paid \$400.00

Total Due \$0.00

Application Form Data

(Empty fields are not included)

First Name

Bryan

Last Name

RAHN

Phone Number

(816) 985-2641

Email

Bryan@countryclub-homes.com

Do you have an additional contact person?

No

1101 Jefferson
City Grain Valley
State MO
Zip Code 64029
Lot # 1
Subdivision N/A
Zoning District Downtown Transition
First Name Bryan
Last Name RAHN
Phone Number (816) 229-8115
Street Address 1120 NW Eagle Ridge Blvd
City Grain Valley
State MO
Zip Code 64029

Please provide a legal description of subject property

Project Street Address

All that part of Tracts 1, 2, and 3 of Interstate Development Park (Per Doc. 202E0046777B0P01), City of Grain Valley,

Jackson County, Missouri, more particularly described as follows:

Beginning at the Northwest corner of Tract 1, part of Lot 4, a replat of Lot 1 Interstate Development Park; Thence S86°47'44"E

along the North line of said Tract, a distance of 150.73'; Thence S01°57'11"W along the East line of

Tracts 1 Interstate Development Park, a distance of 200.31' measured (200.00' platted); Thence S01°57'11"W along the East line of Tract 2 of said development, a distance of 106.50' measured (106.47' platted); Thence S01°57'11"W along the East line of Tract 3 of said development, a distance of 106.39' measured (106.48' platted) to the Southeast corner of said Tract; Thence N87°01'14" along the South line of Tract 3, a distance of 149.56' measured (150.00' platted) to a point on the East Right of Way of NW Jefferson Court; Thence N01°47'32"E along said Right of Way, a distance of 106.49' measured (106.48' platted); Thence N01°47'32" continuing along said Right of Way, a distance of 106.50'; Thence N01°47'32" continuing along said Right of Way, a distance of 200.82' to the Point of Beginning. Containing 1.42 Acres, more or less.
Please upload the final development/site plan
☐ Interstate Commercial PDP-20250519.pdf
Please upload the landscaping plan Interstate Commercial PDP-20250519.pdf
Please upload the building elevations INTERSTATE FLEX COMMERCIAL ARCHITECTURAL EXHIBIT.pdf
Please upload proof of ownership or control of property (affidavit, deed, contract, lease) or permission from property owner 2024E0059356.pdf
What type of project is this? Final Development/Site Plan
Please provide a description of the project A two lot two building commercial project at the corner of NW Jefferson Street and NW Jefferson Ct
Company Name Bush Business Park, LLC
Street Address 1120 NW Eagle Ridge Blvd
City Grain Valley
State MO

Zip Code **64029**

Signature

I understand and agree that as a condition to the issuance of this permit the permittee shall agree to defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all suits, claims, or liabilities caused by or arising out of any use authorized by any such permit. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction and that I make this statement under penalty of perjury.

Bryan Rahn - Invalid date

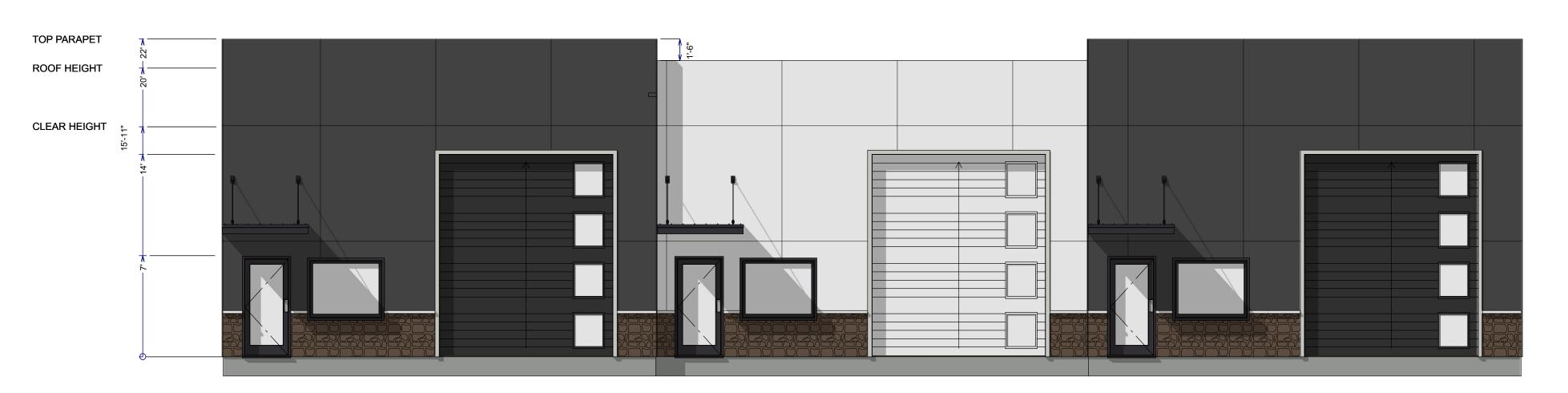


A-1

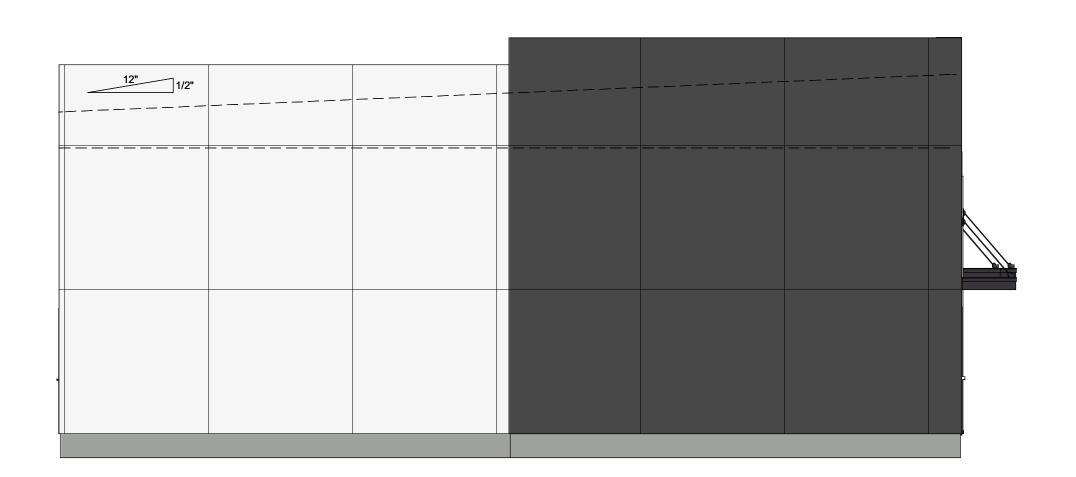
CLEAR HEIGHT 1.5.0

TOP PARAPET

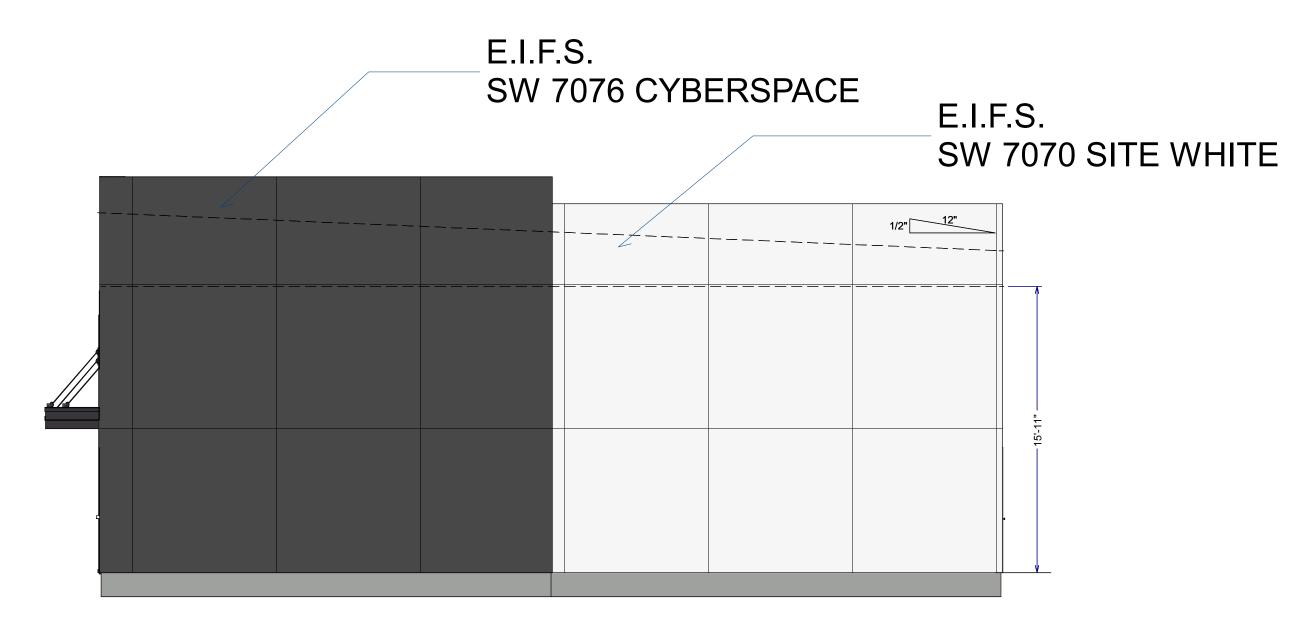
Exterior Elevation West - Enlarged Section Buildings 1 and 2 Scale 1/2" = 1'



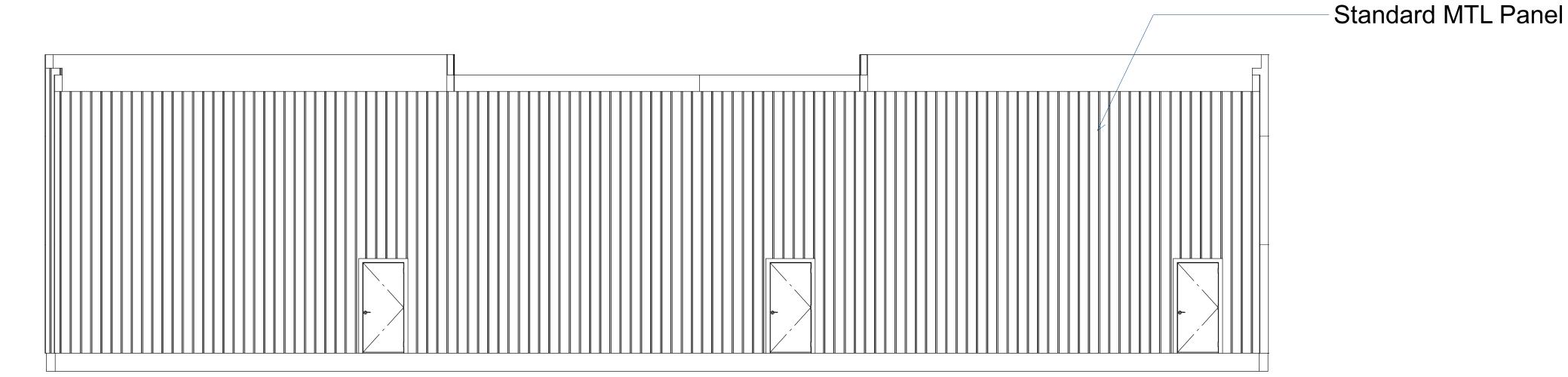
Exterior Elevation Mest Scale 3/16" = 1'



Exterior Elevation North Scale 3/16" = 1'



Exterior Elevation South Scale 3/16" = 1'



Exterior Elevation East Scale 3/16" = 1'



SCALE 1/4" = 1'

SHEET

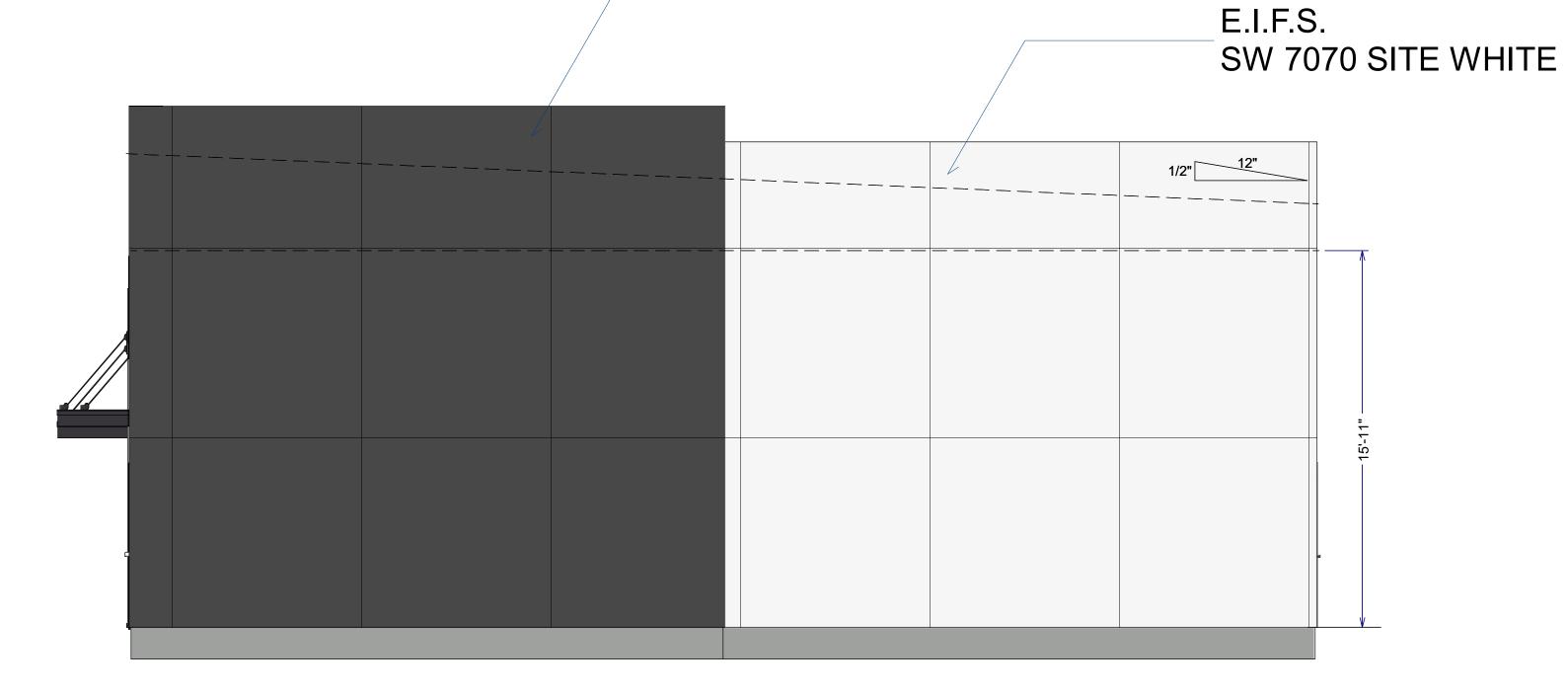
A-3

EI

SHEET A-4



Exterior Elevation North Scale 1/4" = 1'

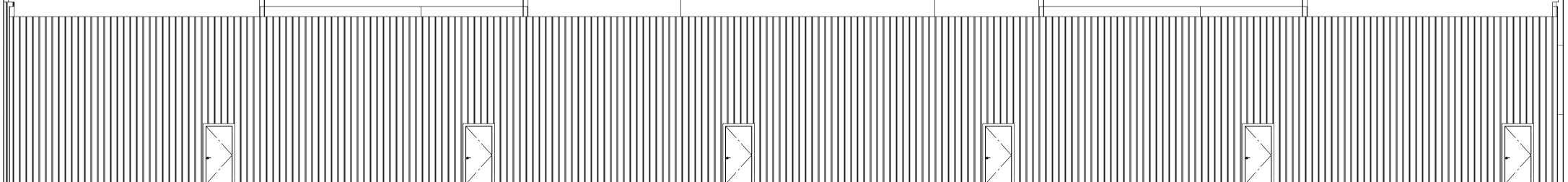


E.I.F.S.

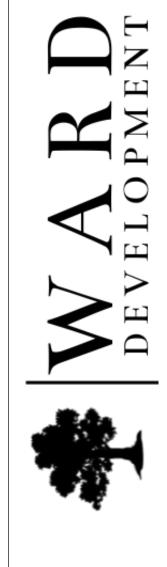
SW 7076 CYBERSPACE

Exterior Elevation South Scale 1/4" = 1'

Standard MTL Panel



Exterior Elevation West Scale 1/8" = 1'



BUILDNG 2 FLOORPLAD

TERSTATE FLEX
COMMERCIAL

SCALE

1/8" = 1

SCALE

1/8" = 1'

SHEET

A-5

INTERSTATE COMMERCIAL

A REPLAT OF TRACTS 1, 2, AND 3 OF INTERSTATE DEVELOPMENT PARK

GRAIN VALLEY, JACKSON COUNTY, MISSOURI PRELIMINARY DEVELOPMENT PLANS

INDEX OF SHEETS

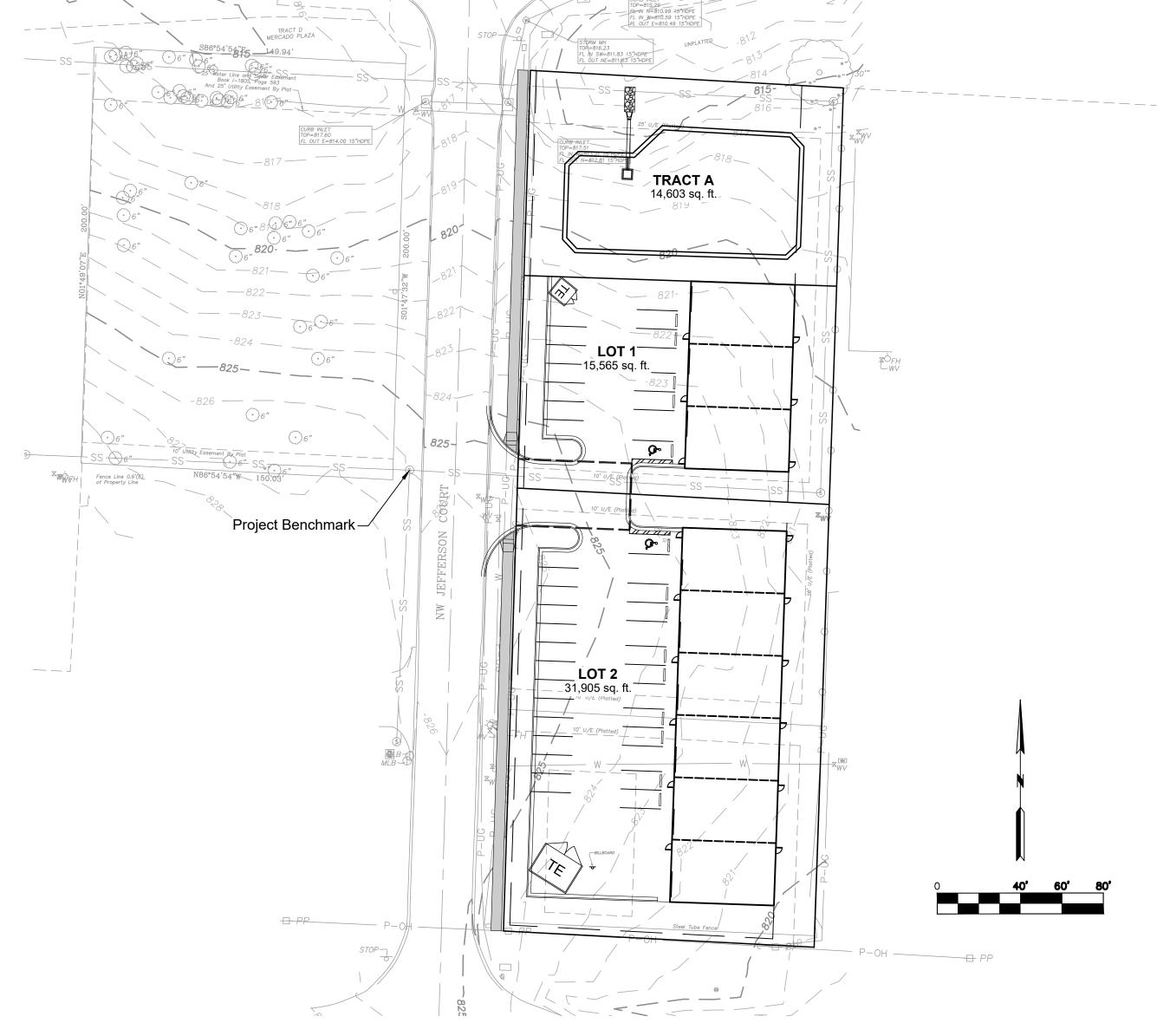
- COVER SHEET
- EXISITING CONDITIONS
- SITE PLAN
- LANDSCAPE PLAN

GENERAL NOTES

- See architectural submittal for all building dimensions, monument signs and lighting details.
- See architectural/structural/mechanical/electrical drawings for miscellaneous site equipment and pads.
- All dimensions are to the back of curb unless otherwise noted. All curb shall be CG-1 unless otherwise noted.
- All sidewalk shall be ADA compliant.
- All sidewalks are 5' wide unless otherwise noted
- Handicap parking signs, 5' above finish grade, shall be placed at the head of the designated parking spaces.
- ADA accessible ramp to have detectable surface on public handicap ramps only. Detectable surfaces do not need to be installed on the
- 10. The underground utilities shown herein have been plotted from available information and do not necessarily reflect the actual existence, or nonexistence, size, type, number, or locations of these or other utilities. The contractor shall be responsible for verifying the actual locations of all underground utilities, shown or not shown, and said utilities shall be located in the field prior to any grading, excavation, or construction of improvements. These provisions shall in now way absolve any party from complying with the "UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT", Chapter 319, RSMO.
- 11. Gas, Water, and other Utilities shall not conflict with the depth or horizontal location of existing and proposed sanitary and storm sewers,
- 12. Prior to submittal of construction bids, the Contractor shall be required to visit the site to verify existing conditions and proposed
- 13. The Contractor shall be responsible for notification and coordination with all Utility Companies.
- 14. The Contractor shall notify the Engineer immediately of any discrepancies in the plans.
- 15. According to the FEMA, this site lies within "FLOODPLAIN Zone X", defined as areas determined to be outside of 0.2% annual chance floodplain. No base elevations have been determined. Per FEMA Firmette 29095C0337G, dated 01/20/2017.

CITY OF GRAIN VALLEY GENERAL NOTES

- The contractor shall have one (1) signed copy of the plans (approved by the City of Grain Valley) and one (1) copy of the approved
- Construction Standards and Specifications at the job site at all times. Construction of the improvements shown or implied by this set of drawings shall not be initiated or any part thereof undertaken until the City
- is notified of such intent, and all required and properly executed bonds and permit fees are received and approved by the City. 3. The City of Grain Valley plan review is only for general conformance with City of Grain Valley Criteria and the City Code. The City is not responsible for the accuracy and adequacy of the design, or dimensions and elevations, which shall be confirmed and correlated at the job site. The City of Grain Valley through approval of this document assumes no responsibility other than that as stated above for the
- completeness and/or accuracy of this document. 4. Development plans are approved initially for one (1) year after which they automatically become void and must be updated and re-approved
- by the City Engineer before any construction will be permitted.
- All construction materials and methods used shall comply with the current City of Grain Valley standards and construction specifications. 6. All materials and workmanship associated with this project shall be subject to inspection by the City of Grain Valley. The City of Grain Valley reserves the right to accept or reject any such materials and workmanship that does not conform to the City Standards and Technical
- The Contractor shall satisfy himself as to the accuracy of all measurements prior to construction of any permanent structure.
- The contractor shall notify the City of Grain Valley Engineering Services Department forty-eight (48) hours prior to beginning construction. 9. All existing utilities indicated on the drawings are according to the best information available to the Engineer; however, all utilities actually existing may not be shown. Utilities damaged through the negligence of the contractor to obtain the location of same shall be repaired or
- replaced by the contractor at his expense and with immediate notice to the City prior to repair or replacement. 10. Contractor shall not be allowed to work on Saturdays, Sundays or Holidays without prior approval by the City.
- 11. By use of these plans the Contractor agrees that he shall be solely responsible for the safety of the construction workers and the public.
- 12. The Contractor shall notify the engineer immediately of any discrepancies in the plans. 13. All fill areas indicated shall be compacted to 95% Standard Proctor Density at +/-2% optimum moisture content. Documentation shall be
- 14. All ditch lines within the Street right of way shall be compacted to 95% Standard Proctor Density at +/- 2% optimum moisture content.
- Documentation shall be provided and approved by the City.
- 15. Excavation and the removal of existing paving and curbs may not be wasted on site and is to be hauled off by the contractor. Contractor to be responsible for the disposal of excess materials.
- 16. It shall be the responsibility of the Contractor to control erosion and siltation during all phases of construction. All areas disturbed by the
- contractor shall be sod or seeded if approved by City unless otherwise noted on the plans. 17. Relocation of any water line, sewer line or service line thereof required for the construction of this project shall be the responsibility of the
- contractor at his expense and with prior notice to the City. 18. The Contractor shall be responsible for the removal and/or temporary mounting and replacement of all existing street marker signs, stop
- signs, speed limit and other traffic control signs affected by construction with prior notice to the City. 19. Storm sewer pipe under streets shall be reinforced concrete pipe with HDPE as a potential alternative at the discretion of the City.
- 20. All proposed and existing street crossings shall be tamped granular backfill (Type 3) from the bottom of the trench to a point that is 15" below the finished grade of the street. All existing street crossings shall be filled with flowable fill per detail STR-011.
- 21. Pipes that are to be encased and or anchored with concrete, the trench line is to remain open until the concrete has reached 2000 PSI or 7
- 22. The location of existing utilities as shown are approximate. It shall be the responsibility of the Contractor to verify the locations of all exiting
- 23. Contractor shall submit all Asphaltic Concrete and PCC mix designs to the City of Grain Valley for approval prior to the start of construction.



UTILITIES

816-796-4106

City of Grain Valley Department of Public Works 711 Main Street Grain Valley, MO

EVERGY 130 SE Hamblen Road Lee's Summit, MO

(Administrative Offices) 3025 S.E. Clover Drive Lee's Summit, MO 64082 816-537-4681

Tri-County Water Authority 28405 E. Blue Valley Road Independence, MO

Missouri One-Call 1-800-344-7483

AT&T 215 N. Spring Independence, MO 816-325-5610

Time Warner 6550 Winchester Avenue Kansas City, MO 913-643-1901

Comcast **New Construction Hotline** 866-771-2281

VER

24.056 Base

DRAWING NO.

24.056 Site Plan

May 19, 2025

24.056

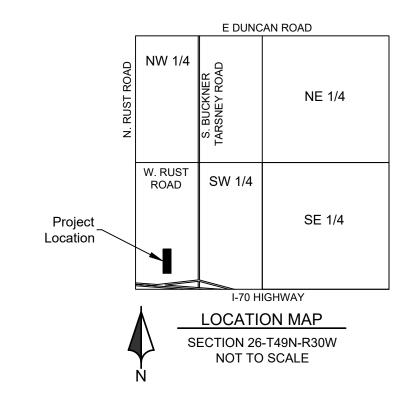
PROPERTY DESCRIPTION

All that part of Tracts 1, 2, and 3 of Interstate Development Park (Per Doc. 202E0046777B0P01), City of Grain Valley, Jackson County, Missouri, more particularly described as follows:

Beginning at the Northwest corner of Tract 1, part of Lot 4, a replat of Lot 1 Interstate Development Park; Thence S86°47'44"E along the North line of said Tract, a distance of 150.73'; Thence S01°57'11"W along the East line of Tracts 1 Interstate Development Park, a distance of 200.31' measured (200.00' platted); Thence S01°57'11"W along the East line of Tract 2 of said development, a distance of 106.50' measured (106.47' platted); Thence S01°57'11"W along the East line of Tract 3 of said development, a distance of 106.39' measured (106.48' platted) to the Southeast corner of said Tract; Thence N87°01'14" along the South line of Tract 3, a distance of 149.56' measured (150.00' platted) to a point on the East Right of Way of NW Jefferson Court; Thence N01°47'32"E along said Right of Way, a distance of 106.49' measured (106.48' platted); Thence N01°47'32" continuing along said Right of Way, a distance of 106.50'; Thence N01°47'32" continuing along said Right of Way, a distance of 200.82' to the Point of Beginning. Containing 1.42 Acres, more or less.

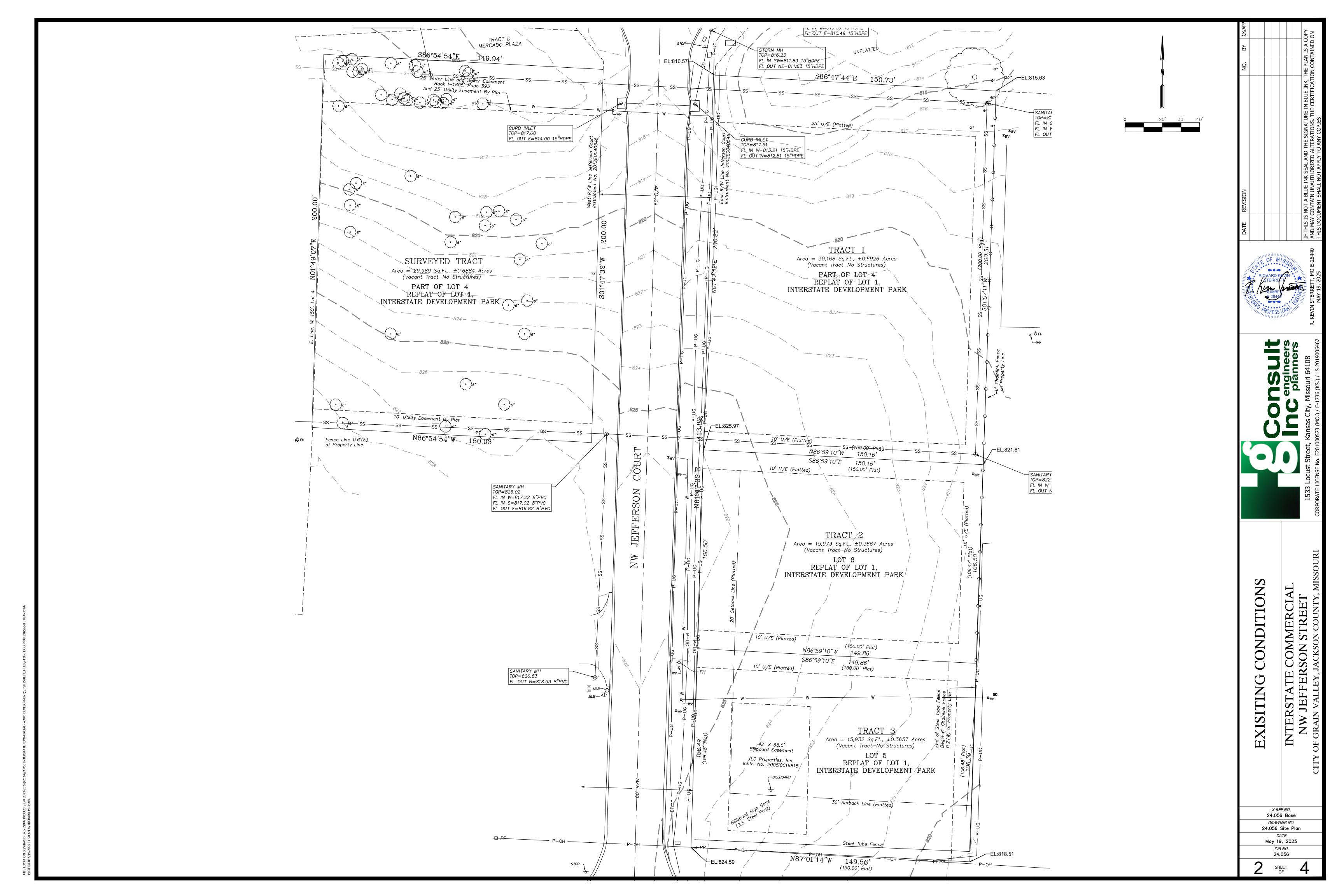
PROJECT BENCHMARK

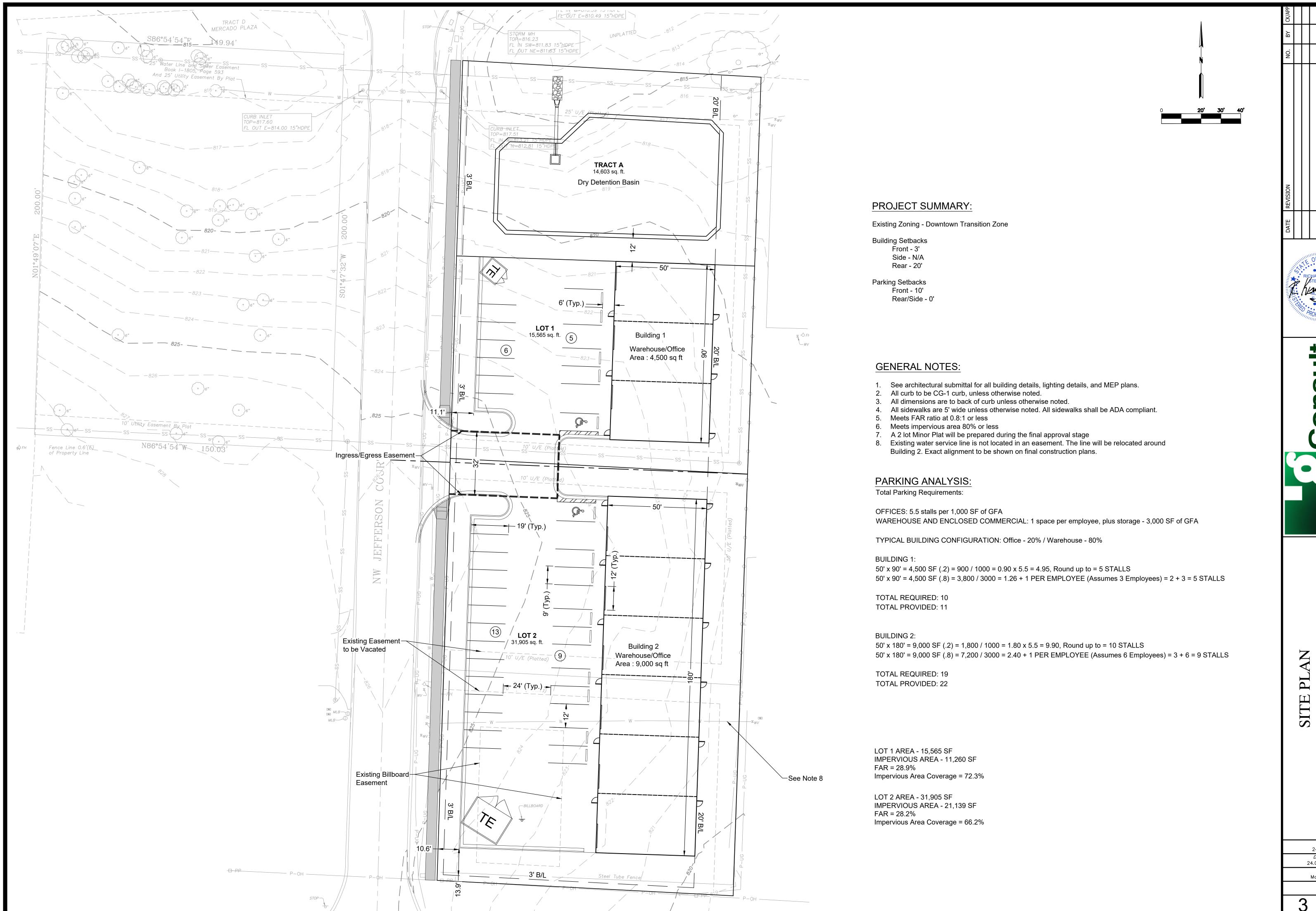
#1 Center of Manhole located approximately 22' West of centerline of NW Jefferson Court, and 272.1' North of NW Jefferson Court and **NW Jefferson Street Intersection** N: 1040131.052 E: 2873672.748 Top Elev. 826.02



DEVELOPER BUSH BUSINESS PARK, LLC 1120 EAGLE RIDGE BLVD GRAIN VALLEY, MO. 64029 (816) 229-8115 CONTACT - Bryan Rahn

ENGINEER Hg CONSULT, INC. 1533 LOCUST STREET KANSAS CITY, MO. 64108 (816) 456-6151 **CONTACT - Richard Michael**





S IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A

R. KEVIN STERRETT, MO E-26440

COUST Street, Kansas City, Missouri 64108

SOURI CORPORATE LICENSE No. E20100

TATE COMMERCE

X-REF NO. 24.056 Base DRAWING NO. 24.056 Site Plan DATE May 19, 2025

JOB NO. 24.056

3 SHEET OF

DRAWING NO. 24.056 Site Plan

May 19, 2025



ELECTRONICALLY RECORDED JACKSON COUNTY, MISSOURI

09/03/2024 2:23 PM FEE: \$51.00 11 PGS

INSTRUMENT NUMBER 2024E0059356

1. TITLE OF DOCUMENT:

Deed of Trust

2. DATE OF DOCUMENT:

August 26, 2024

3. GRANTOR(S):

BDE Valley Investors, LLC

4. GRANTEE(S):

Country Club Bank

5. STATUTORY MAILING ADDRESS(ES):

GRANTOR'S ADDRESS: 30810 E Major Rd, Grain Valley, MO 64029

GRANTEE'S ADDRESS: Lee's Summit, 831 NE Woods Chapel Road, Lee's Summit, MO 64064

RECORDATION REQUESTED BY: Country Club Bank, PO Box 410889, Kansas City, MO 64141

WHEN RECORDED MAIL TO: Country Club Bank, PO Box 410889, Kansas City, MO 64141

6. LEGAL DESCRIPTION:

Legal description of the property is set out on page 1.

7. REFERENCE BOOK AND PAGE(S):

DEED OF TRUST WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS GOVERNED BY SECTION 443.055 RSMO

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$1,500,000.00

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$1,500,000.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated August 26, 2024, among BDE Valley Investors, LLC, whose address is 30810 E Major Rd, Grain Valley, MO 64029 ("Grantor"); Country Club Bank, whose address is Lee's Summit, 831 NE Woods Chapel Road, Lee's Summit, MO 64064 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Spentrust-Missouri, Inc., a Missouri Corporation, whose address is 1 North Brentwood Blvd, Suite 1000, Clayton, MO 63105 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Jackson County, State of Missouri:

LOT 2, INTERSTATE DEVELOPMENT PARK, A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI

The Real Property or its address is commonly known as 400 NW Jefferson Street, Grain Valley, MO 64029.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unilquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Borrower or Grantor to Lender and all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure

action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hezardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due dillgence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to Indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, solf, gravel or rock products without Lender's prior written consent.

Removal of improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment

sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filled, within fifteen (15) days after Grantor has notice of the filling, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, If any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood Insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Granter warrants that the Property and Granter's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this

event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

TENANCY OF GRANTOR. By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and Trustee hereby lets to Grantor the Property until the Indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled "Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part of the Property sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Deed of Trust.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor falls to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of

Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Termination of Future Advances. Grantor's exercise of Grantor's rights under Mo. Rev. Stat. Section 443,055 (or any successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on future obligations.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by Judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a gernishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is Impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding tweive (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) If the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue to the highest bidder for cash, at the customary place in Kansas City or Independence, as the case may be, for foreclosure sales within Jackson County, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under the deed of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in

this Deed of Trust; third, to Lender, all remaining Indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured by this Deed of Trust, unless prohibited by law, Borrower hereby promises and agrees to pay any deficiency thereon on demand, with interest.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse Instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby walves any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filling a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in

any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Jackson County, State of Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Missouri.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Jackson County, State of Missouri.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Walver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld

in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Country Club Bank, and its successors and assigns.

Borrower. The word "Borrower" means BDE Valley Investors, LLC; and Grain Valley OPE Investment, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means BDE Valley Investors, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Country Club Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated August 26, 2024, in the original principal amount of \$877,500.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of,

consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Spentrust-Missouri, Inc., a Missouri Corporation, whose address is 1 North Brentwood Blvd, Suite 1000, Clayton, MO 63105 and any substitute or successor trustees.

WAIVE JURY. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BDE VALLEY INVESTORS, LLC

By: Doug Bracken, Manager of BDE Valley Investors, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT			
STATE OF MISSOUR)	
	Α) SS	
ON\1of\	WKDUN)	
On this day of hand day of han			
My Commission expires:	BANIEL L. ONWILER NOTARY PUBLIC, NOTARY SEAL STATE OF MISSOURI Commissioned for Jackson County Commission Number 14886578 My Commission Expires May 17, 2026		