

**RESOLUTION NO. 2025-019**

A RESOLUTION AMENDING THE REGULATIONS  
FOR THE PAOLA INDUSTRIAL PARK, AS TO HOW  
THE SAME SHALL BE IMPROVED, HELD,  
LEASED, SOLD OR CONVEYED, AND FIXING AND  
ESTABLISHING COVENANTS, CONDITIONS AND  
RESTRICTIONS PERTAINING THERETO.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PAOLA,  
that the Paola Industrial Park, Tracts, 1, 2, 3, 4 and 5, as described in “Attachment A”,  
shall be regulated as hereinafter set out as to how said Park shall be improved, held,  
leased, sold, or conveyed, and there is hereby fixed and established the following  
covenants, conditions, and restrictions pertaining thereto:

## **PAOLA INDUSTRIAL PARK COVENANTS AND RESTRICTIONS**

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## ARTICLE 1

### GENERAL PURPOSES OF RESTRICTIONS

1.01. All of Tracts 1, 2, 3, 4, and 5 are hereby subjected to the Restrictions for the following purposes:

(a) To encourage development in a manner which is free from danger of fire, explosion, toxic and noxious matter and other hazards, and from offensive noise, vibration, smoke, dust, odorous matter and other objectionable influences.

(b) To protect the Entire Tract against congestion by limiting the bulk of Buildings in relation to the land around them and to one another, and providing for off-street parking and loading facilities.

(c) To promote the proper and most desirable use and development of the various parts of the Tracts in accordance with a well considered plan.

(d) To conserve the value of Building Sites and Buildings of Owner in the Tracts.

(e) To protect against construction of improvements on Building Sites which are of poor design or quality and to encourage construction of improvements utilizing good quality and attractive material and good architectural and planning standards, compatible with other improvements in the Tracts.

(f) To ensure compliance with all applicable federal, state and local laws and regulations.

(g) The City of Paola adopted the Planning Paola 2050 Comprehensive Plan by Ordinance 3185, and Land Development Ordinance by Ordinance 2698, both of which apply to the real property located in the Paola Industrial Park. In the event of a conflict between the regulations contained therein and the Paola Industrial Park Covenants and Restrictions set forth herein, these provisions shall be applied to the land located in the Paola Industrial Park and the future development thereof.

## ARTICLE 2

### CERTAIN DEFINITIONS APPLYING TO THIS RESOLUTION

2.01. The following terms shall, except where the context otherwise requires, have the respective meanings hereinafter specified:

(a) The term “Board” shall mean the Paola City Council herein, but the covenants and restrictions contained herein shall be subject to the process set forth in the procedures contained in the Planning Paola 2050 Comprehensive Plan (Ord. 3185), and Land Development Ordinance (Ord. 2698).

(b) The term “Building” shall mean any structure which (i) is permanently affixed to the land, (ii) has one or more floors and a roof, and (iii) is bounded by either an open area or the lot lines of Building Site. A Building shall not include such structures as billboards, fences, or radio towers or structures with interior surfaces not normally accessible for human use, such as tanks, smokestacks, or similar structures.

(c) The term “Declarant” shall mean the City of Paola, Kansas, or any legal successor thereto, or any person who shall succeed to its rights and obligations hereunder.

(d) The term “Building Site” shall mean a portion of the Tract on which a Building is erected or on which a Building could be constructed within the terms of the Declaration.

(e) The term “Building Line” shall have the meaning given to such term in Section 4.01 hereof.

(f) The term “Floor Area” shall mean the aggregate area of all floors within all Buildings erected on any Building Site. Each floor shall be measured to the exterior side of each outside wall where such floor extends to an outside wall and shall be measured to the interior side of the supporting pillars or walls where such floor does not extend to an outside wall. The term “Floor Area” shall not include truck ramps or shipping or delivery areas situated outside any Buildings, improvement or other structure.

(g) The term “Comprehensive Plan” shall mean the plan for the development of the City of Paola, Kansas, adopted by the City Council of the City of Paola, Kansas, in Ordinance No. 3185, Planning Paola 2050 Comprehensive Plan.

(h) The term “Improvements” shall mean all buildings, structures, and facilities including paving, fencing, signs, and Landscaping constructed, installed, or placed on, under, or above any Building Site by or on account of a Tenant.

(i) The term “Landscaping” shall mean the aesthetic improvements of Building Sites through the use of lawns, ground cover, trees and shrubs, as well as walls, screening, terraces, fountains, pools, and other water arrangements.

(j) The term “Person” shall mean an individual, corporation, trust, partnership or unincorporated organization.

(k) The term “Record Owner” shall mean the owner at the time of any part of the Tract as shown on the records of the Register of Deeds for the County of Miami, State of Kansas, as of the date of any action to be taken by such Record Owner under the provisions of this Declaration, and shall also mean and include any person designated in writing, whether in a lease or otherwise, by any such Record Owner to act in the manner provided herein with complete authority and in the place of such owner in the matter for which action is taken, as well as any person who as of the date of any action to be taken by such person under the provisions of this Declaration, leases any part of a Tract from the Declarant.

(l) The term “Restrictions” shall mean the covenants, conditions and restrictions upon and subject to which the Tract, or any part thereof, shall be improved, held, leased, sold and/or conveyed, all as hereinafter set forth.

(m) The term “Sign” is any writing (including letter, word, or numeral); pictorial representation (including illustration or declaration); emblem (including device, symbol or trademark); flag (including banner or pennant); or any other figure of similar character, which (i) is a structure or any part thereof, or is attached to, painted on or in any other manner represented on a Building or other structure, (ii) is used to announce, direct attention to, or advertise, and (iii) is visible from outside a Building. A Sign shall include writing, representation, or other figure of similar character within a Building only when illuminated and located in a window. The following shall not be deemed to be a Sign within the meaning as hereinabove set forth: (i) signs of a duly constituted governmental body, including traffic or regulatory devices, legal notices or warning; (ii) small signs displayed for the direction or convenience of the public, including signs which identify restrooms, freight entrances or the like.

(n) The term “Street” shall mean the paved or unpaved portion of a - right-of-way maintained by the Declarant for use as a thoroughfare by the public at large.

(o) The term “Structure” shall mean any physical object temporarily or permanently affixed to the land, except grass, shrubbery, trees or other landscaping.

(p) The term “Tenant” shall mean any person who has or enters into a contract relationship with the Declarant for a Building Site.

(q) The term “Unavoidable Delays” shall mean strikes, lockouts, acts of God, casualty, boycotts, governmental restrictions, war, national emergency, inability to obtain labor or materials or other cause beyond the reasonable control of the Record Owner or the person claiming under such Record Owners; provided, however, lack of funds, or financing shall not be deemed an Unavoidable Delay.

### ARTICLE 3

#### REVIEW AND APPROVAL OF IMPROVEMENTS

3.01. No Building or Structure, or other improvement including, but without limitation, any signs, poles or towers, paved areas or fences shall be erected, placed or altered on any Building Site in the Tracts until the plans and specifications therefor, and a plot plan showing the location thereof on the particular Building Site and a landscaping plan shall have been submitted to and approved in writing by Community Development Department staff. In reviewing such plans, specifications and plot plans, staff shall give consideration to conformity and harmony of exterior design with existing Buildings, Structures and other improvements in the Tracts, and to the location of existing Buildings, Structures and other improvements on the Building Site, giving due regard to the anticipated use thereof, as the same may affect adjoining Buildings, uses and operations, and as to location of such proposed Buildings, Structures and improvements with respect to topography, grade and finished ground elevation.

(a) After approval of the plans and specifications by the Board no deviation shall be made during construction which would materially change the scope of the improvements, and no changes in exterior quality or appearance of the improvements shall be made without written approval of the Board.

3.02. The Board may require all or any part of the following information to be submitted to them in connection with their consideration of any plans, submittal or application:

(a) Architectural plans for the proposed building or buildings, which shall include outline specification designating materials and mechanical, electrical and structural systems, and samples of external colors.

(b) A site plan for traffic engineering analysis, showing the location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks designated.

(c) A grading plan and planting plan, including screen walls and fences for analysis of adequacy of visual screening, erosion control, drainage and landscape architectural design.

(d) A site plan showing utilities and utility easements.

(e) Plans for all signs to be erected, including details of materials, location, design, size, color and lighting.

(f) A description of proposed operation in sufficient detail to permit judgment (i) of the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard, radiation, radio-activity or liquid wastes that may be created; and (ii) as to whether or not the proposed operation includes only uses permitted under the terms of then existing zoning ordinances and this Declaration and Declarant Comprehensive plan and other laws and governmental regulations.

(g) Any other information as may be reasonably requested by the Board in order to insure compliance with the covenants contained herein.

3.03. The Board reserves the right to grant variances from the strict application of the provisions of these restrictions and impose other conditions and safeguards in the variances so granted, provided such variances are in keeping with the overall development of the Paola Industrial Park.

3.04. Neither The City of Paola, nor the members of the City Council, nor any Board member, employee or agent of any of them shall be liable to any Record Owner or tenant or to anyone else submitting plans for approval, or to any other action in connection with its or their duties hereunder, likewise, anyone so submitting plans when he or it becomes a Record Owner or tenant, agrees that he or it will not bring any action or suit to recover any damages against the Board, City of Paola and its governing body or any member, employee or agent of any of them, arising or in any way connected with this Declaration of the approval or failure to approve any plans submitted by anyone.

3.05. If, after the expiration of two years from the date of conveyance of any Building Site within the Tracts, any Record Owner (or anyone claiming under such Record Owner) shall not have construction of an acceptable and approved building upon such Building Site for the uses permitted hereunder, and thereafter, with diligence, prosecuted such construction in strict compliance with the provisions hereof, City of Paola may within a two-year period thereafter, at its option, require the Record Owner to reconvey the Building Site to the City, free and clear from all liens, charges, encumbrances, tenancy and other such title exceptions except those in existence at the time of such original conveyance, and at such time the City shall enter into possession of said Building Site. At any time the City may extend in writing, the time in which such Building may be commenced and/or completed. Such right to reconvey shall be an additional material consideration to the City for the conveyance of any Building Site. A notice of such right to reconvey or an agreement with respect to such right may be included in contracts for sale or in deeds by which the City conveys title, but the failure in any particular transaction so to include either the notice of the agreement or both shall not deprive the City of such right without specific recitation to such effect in such contracts and deeds.



3.06. During reasonable hours the Board's representatives shall have the right to enter upon and inspect any building, site or parcel and the improvements therein embraced for the purpose of ascertaining whether or not the provisions of these Restrictions have been or are being completed with and shall not be deemed guilty of trespass by reason of such entry.

## ARTICLE 4

### BUILDING LIMITATIONS

4.01. Except as hereinafter provided, no Building shall at any time be erected on a Building Site nearer than 30 feet to the right-of-way line of any street adjoining the same or nearer than 10 feet to any side boundary line or rear boundary line of such Building Site (the lines established by such setbacks of 30 feet and 10 feet, respectively, is herein called a Building Line). The area between the property lines and Building Lines is to be used for landscaped area, lawns, driveways, loading space and walks in accordance with other provisions of this Declaration. With the written approval of the Board, off-street parking may be permitted in required yards provided that appropriate landscaping areas are maintained and further provided that no parking shall be permitted within 20 feet of property lines adjoining a public street, or within 10 feet of other property lines. Incidental, low profile, structures such as sign standards, meter pits, fire hose houses, and similar accessory structures shall be of the same or comparable quality and design so as to blend harmoniously with the Buildings erected or permitted to be erected on Building Sites.

4.02. The construction material used may be reinforced concrete or masonry, structural steel, structural aluminum, glass, or treated wood. All elevations of the building shall -8- be designed in a consistent and coherent architectural manner. Exterior facings such as metal wall panels, masonry, glass, treated wood or other material shall be subject to the approval of the Board. Where there is a change in material, color, or texture along the exterior side of a building, the demarcation should occur a minimum of 20 feet on both adjacent sides of the building or to a natural dividing point established by the physical plan of the building as approved by the Board. Where concrete block masonry is used, it shall receive one coat of an approved masonry filler and two coats of paint. The block shall be laid either in a stack bond or a running bond using a figure block subject to the approval of the Board. All electrical and air conditioning structures including towers and air handling units shall be concealed by decorative screening materials or landscaping. All buildings must comply with the building code as it applies to the "Fire Limits" and any building materials allowed above may be used only for decorative purposes.

4.03. Parking and loading restrictions shall be as follows:

(a) No parking of automobiles, trucks, or other vehicles will be permitted on any public or private streets in the Tracts, and it will be the responsibility of each Record Owner to provide sufficient parking and loading facilities on its Building Site.

(b) No loading dock shall be erected fronting on any public Street unless the front of such loading dock is set back at least 60 feet from the front wall of the Building facing said public street; and further provided that any exposed sides of a loading space so created shall be effectively screened by landscaping or other screening approved by the Board.

(c) All portions of any Building Site used for driveways, parking areas and loading areas shall be paved with a dust-free, all-weather surface and shall be kept in a good condition and state of repair. The criteria for acceptance of the screening materials shall be in uniformity with the Paola Land Development Ordinance. exterior surfacing of the parent structure and adjoining structures, front or street side property line. The guest parking lot located within the front or Street side yard or the employee parking lot or loading berth located within the side yard shall have effective visual screening not less than 5 feet in width and 3 feet high between the parking lot and the property line which may consist of landscaping, landscaping with earth mounds or fencing with landscaping unless a waiver is granted by the Board for a specific period of time.

(d) With respect to any Building devoted to industrial purposes and involving the frequent loading and unloading of products and materials at the Building Site on which such Building is erected, the Record Owner shall provide, or cause to be provided, off street loading space on the basis of space for loading and unloading one truck for the first 10,000 square feet of Floor Area devoted to such industrial purposes and space for loading and unloading one additional truck for each succeeding 20,000 square feet of Floor Area devoted to such industrial purposes. A truck loading space shall have a minimum horizontal width of eleven feet six inches, a minimum depth of sixty feet and a minimum vertical clearance of fourteen feet.

4.04. Landscaping restrictions and guidelines for maintenance of grounds and buildings are as follows:

(a) All areas between required Building Lines and property lines not used for drives, walks, parking and loading areas must be attractively landscaped and maintained. Weeds and undergrowth must be kept mowed on all other unimproved land areas. Exterior surfaces of Buildings, Structures and other improvements, as well as paved areas, must be kept in a good condition and state of repair and otherwise in conformity with the intent of the Restrictions to provide a modern and attractive business park.

(b) Building Sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Zoning Administrator; and no tenant or owner shall

occupy the Building or Structure until such plan together with adequate provisions for implementing the same, have been so approved. The plan shall include the use of conifers and tall evergreens, particularly in the screened areas defined in Article 4.03 (b) above, as well as in other areas of the site that require plantings. Owners are urged to also provide groupings of conifers and tall evergreens in areas between property lines and Building Lines along streets to provide year round screening in these areas.

Minimum size of trees to be installed at the time of initial or replacement planting shall be as follows:

Shade Trees - 3" calipers

Flowering and ornamental trees - 1 1/2" calipers 5' - 6' high

Conifers -6' high

Upright evergreens -5' high

(c) It is the intent of the City that landscaping shall be provided in a manner and to an extent to properly compliment the building improvements on a site and to properly screen parking and loading areas. Initial planting, exclusive of sodding and seeding, shall be included at a cost or value of not less than 2% of the estimated cost of building and other improvements up to \$250,000; and 1 % of the estimated cost over \$250,000 and less than \$500,000; and 1/2% for any cost or value over \$500,000.

(d) The landscape development, having been installed, shall be maintained by the Record Owner or tenant of the Building Site in a neat and adequate manner, which shall include the mowing of lawns, trimming of hedges, watering when needed, and -10- removal of weeds from planted areas on Record Owner's Building Sites and public rights-of-way adjacent thereto. Maintenance of the landscaping development shall include replacement of all plant material included in the approved landscaping plan, as well as replacement of any street trees on a Building Site originally provided by Declarant.

(e) The approved plan for landscaping the Building Site may not be altered without written approval by the Zoning Administrator.

(f) Each Record Owner and tenant shall keep its premises, buildings, improvements and appurtenances in a safe, sightly, clean, neat and wholesome condition, and shall comply in all respects with all governmental, health and police requirements. Each Record Owner and tenant shall remove at its own expense any rubbish or trash of any character which may accumulate on its property and shall keep unlandscaped areas mowed. Rubbish and trash shall not be disposed of on the premises by burning in open fires. Use of any incinerators shall only be with written approval of the Board, and must meet all Federal, State and Local standards for the construction and use of the same.

(g) In the event any Record Owner or tenant does not comply with the provisions of this Article, within 10 days after written notice by the Board, the Board and

their representatives or employees shall have the right to enter on such Building Site and perform the work specified in such notice and the Record Owner or tenant shall pay the costs thereof upon demand. If the cost of such work is not paid within 10 days after demand is made therefor upon such Record Owner or tenant, it shall become a lien on such land the same as and enforceable to the extent provided for assessment in this Policy Resolution.

4.05. Outside storage restrictions shall be as follows:

(a) No outside storage of any type, including but not limited to materials, supplies, equipment, finished or semi-finished products, raw materials or articles of any nature shall be stored or permitted to remain on any Building Site outside of the Building or Buildings constructed thereon, including any type of trailers used for storage located thereon, without the written approval of the Board. Any permitted storage shall be screened and/or fenced in a manner so as to not be objectionable to any occupant of other Building Sites in the Tracts, and shall be continued only in accordance with the terms of the Board's approval.

(b) Facilities for storage of waste and rubbish shall be fully enclosed with a wood or masonry fence (or other durable low maintenance materials approved by the Planning Commission) or berms.

(c) The bulk storage of any liquids on the outside of Buildings shall be permitted only in locations and in a manner as may be approved in writing by the Board.

4.06. No sign shall be erected, placed or otherwise installed upon a Building Site or affixed to a Building, Structure, or other improvement erected on a Building Site until the plans for such sign shall have been approved in writing by the Zoning Administrator. All signs, whether or not included or excluded from the definition of such term in Section 2.01 (m) hereof (except such Signs as may be wholly within a Building and not visible from outside thereof) shall be conservative and in good taste, shall be identification signs as distinguished from promotional signs or billboards, and shall comply with the general purposes of this Declaration as set forth in Section 2.01 (m) hereof. Flashing or moving signs shall be prohibited unless the same are conservative and in good taste, are for identification purposes as distinguished from promotional purposes, and shall comply with the general purposes of this Declaration as set forth in Section 2.01 (m) hereof.

4.07. The Declarant hereby reserves the right to acquire at no cost, easements deemed necessary for further utility development within the Paola Industrial Park subject to locating such easements within the required yards or at other locations agreeable to tenants. The Declarant will after the installation of said utilities return said easement areas used for utilities to the same level of improvement that existed prior to the installation of said utilities.

## ARTICLE 5

### REGULATION OF USES

5.01. Proposed uses of property at the Paola Industrial Park will be reviewed by the Board and the specific uses permitted will be determined by the Board. No change in the permitted use may be made without the approval and written consent of the Board.

5.02. No operation shall be conducted on the Tracts or any part thereof which results in the emission of noise, smoke, dust, dirt, fly ash or odor to an extent to be reasonably objectionable to any other Record Owner or occupant of other Building Sites in the Tracts.

5.03. No oil or gas drilling, oil development, mining or quarrying operations of any kind shall be permitted upon the Tracts, or any part thereof, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Tracts or any part thereof.

5.04. Operations and uses that are not specifically authorized by these restrictions may be permitted in a specific case if operational plans and specifications are submitted to and -12- approved in writing by the Board. Approval and disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other properties subject to these restrictions or upon the occupants thereof and Declarants Comprehensive Plan, but shall not be considered if involving fire or explosive hazard which shall endanger the property, improvements or employees of any other tenant or of the Paola Industrial Park No activities involving the storage, utilization or manufacture of materials of products which decompose by detoxation shall be permitted.

## ARTICLE 6

## DURATION AND ENFORCEMENT

6.01. All covenants, conditions, restrictions and agreements contained herein are made for the benefit of each and every part and parcel of the property now or hereafter made subject to this declaration; and shall operate as covenants running with the land for the benefit of all other parcels.

6.02. The Paola Industrial Park Covenants and Restrictions shall continue and remain in full force and effect at all times with respect to all property and each party thereof, now or hereafter made subject thereto for as long as deemed necessary by the Board. The declaration or any provision thereof or any covenant, condition, or restriction contained herein may be prospectively terminated, modified, or amended as to the whole of said property or any portion thereof at any such time as the Board deems necessary or desirable. Subject to adoption by the Paola Governing Body.

6.03. This Resolution and the separate provisions thereof shall be construed and enforced in accordance with the laws of the State of Kansas.

Passed, approved and adopted this 14th day of October, 2025.

City of Paola, Kansas

Attest:



By: \_\_\_\_\_  
Mayor

*L. J. House*

*Stephan Marler*  
City Clerk

## Attachment A

### Tract 1:

All that part of Lot 7, Block 1, also part of vacated Future Street, of Paola Industrial Park, an addition to the City of Paola, Miami County, Kansas in the Southwest Quarter of Section 10, Township 17 South, Range 23 East, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of said Section 10; thence  $S0^{\circ}00'00''W$  along the East line of said Southwest Quarter a distance of 690.51 feet; thence  $N89^{\circ}48'04''W$  along the South line of Lot 8 of said Block 1 a distance of 380.00 feet to the Southwest corner of Lot 8 Block 1 Paola Industrial Park; thence  $S59^{\circ}34'30''W$ , along the South line of said Lot 7, a distance of 174.46 feet to the Point of Beginning; thence  $S59^{\circ}34'30''W$  along the South line of said Lot 7 a distance of 365.64 feet, to a point on the centerline of vacated future street; thence  $N40^{\circ}06'22''W$ , along said centerline, a distance of 311.31 feet, to a point on the Southerly right-of-way line Industrial Park Drive; thence  $N57^{\circ}19'12''E$ , along said right-of-way line, a distance of 361.30 feet; thence  $S40^{\circ}29'09''E$ , a distance of 326.11 feet to the Point of Beginning, Containing 2.63 Acres more or less.

### Tract 2:

All of Lot 6, Block 1, also part of vacated Future Street, of Paola Industrial Park, an addition to the City of Paola, Miami County, Kansas in the Southwest Quarter of Section 10, Township 17 South, Range 23 East, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of said Section 10; thence  $S0^{\circ}00'00''W$  along the East line of said Southwest Quarter a distance of 690.51 feet; thence  $N89^{\circ}48'04''W$  along the South line of Lot 8 of said Block 1 a distance of 380.00 feet to the Southwest corner of Lot 8 Block 1 Paola Industrial Park; thence  $S59^{\circ}34'30''W$ , a distance of 540.10 feet, to a point on the centerline of vacated future street, said point being the Point of Beginning; thence  $S79^{\circ}13'38''W$ , along the South line of said Lot 6, a distance of 937.37 feet, to the Southwest corner of said Lot 6; thence  $N0^{\circ}01'54''W$ , a distance of 378.86 feet, to the Northwest corner of said Lot 6, said point being on the Southerly right-of-way line of Industrial Park Drive; thence  $S89^{\circ}37'17''E$ , along said Southerly right-of-way line, a distance of 609.87 feet; thence Northeasterly along said right-of-way line, along a curve to the left with a radius of 206.60 feet, an arc distance of 118.78 feet (chord bearing  $N70^{\circ}49'11''E$  chord distance 117.15 feet), to a point on the centerline of vacated future street; thence  $S40^{\circ}06'22''E$ , along said centerline, a distance of 311.31 feet, to the Point of Beginning, Containing 5.76 Acres more or less.

### Tract 3

All that part of Lot 5, Block 1, of Paola Industrial Park, an addition to the City of Paola, Miami County, Kansas in the Southwest Quarter of Section 10, Township 17 South, Range 23 East, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of said Section 10; thence  $S0^{\circ}00'00''W$  along the East line of said Southwest Quarter a distance of 690.51 feet; thence  $N89^{\circ}48'04''W$  along the South line of Lot 8 of said Block 1 a distance of 380.00

feet to the Southwest corner of Lot 8 Block 1 Paola Industrial Park; thence S59°34'30"W, a distance of 540.10 feet; thence S79°13'38"W, along the South line of Lot 6 of said Block 1, a distance of 937.37 feet, to the Southeast corner of said Lot 5, said point being the Point of Beginning; thence S79°13'38"W, along the South line of said Lot 5, a distance of 374.22 feet; thence N89°36'49"W, along the South line of said Lot 5, a distance of 172.24 feet; thence N0°01'54"W, a distance of 408.62 feet, to a point on the Southerly right-of-way line of Industrial Park Drive; thence Northeasterly along said right-of-way line, along a curve to the right, with a radius of 236.25 feet, an arc distance of 144.09 feet (chord bearing N72°54'22"E chord distance 141.87 feet); thence S89°37'16"E, along said Southerly right-of-way line, a distance of 404.28 feet, to the Northeast corner of said Lot 5; thence S0°01'54"E, a distance of 378.86 feet, to the Point of Beginning, Containing 5.24 Acres more or less.

Tract 4:

All of Lot 4, Block 1, of Paola Industrial Park, an addition to the City of Paola, Miami County, Kansas in the Southwest Quarter of Section 10, Township 17 South, Range 23 East, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of said Section 10; thence N89°45'50"W, along the North line of said Southwest Quarter, also being the North line of said Block 1, a distance of 2123.57 feet, to the Northeast corner of said Lot 4, also being the Point of Beginning; thence S0°00'00"E, a distance of 690.44 feet, to the Southeast corner of said Lot 4, also being a point on the Northerly right-of-way line of Industrial Park Drive; thence N89°37'17"W, along said right-of-way line, a distance of 47.01 feet; thence Southwesterly along said right-of-way line, along a curve to the left, with a radius of 311.25 feet, an arc distance of 217.90 (chord bearing S70°19'26"W chord distance 213.48 feet); thence S50°16'04"W, along said right-of-way line, a distance of 262.70 feet; thence Northwesterly along the Easterly right-of-way line Hospital Drive, along a curve to the right, with a radius of 30.00 feet, an arc distance of 65.13 feet (chord bearing N63°57'10"W chord distance 53.07 feet); thence N0°23'28"W, along said right-of-way line, a distance of 644.30 feet, to a point on the Southerly right-of-way line of Missouri Pacific Railroad; thence N43°58'02"E, along said right-of-way line, a distance of 365.91 feet, to a point on the North line of said Southwest Quarter, also being the North line of said Block 1; thence S89°45'50"E, along said North line, a distance of 248.10 feet, to the Point of Beginning, Containing 8.28 Acres more or less.

Tract 5:

All that part of Lot 3, Block 1, of Paola Industrial Park, an addition to the City of Paola, Miami County, Kansas in the Southwest Quarter of Section 10, Township 17 South, Range 23 East, more particularly described as follows: Commencing at the Northeast corner of the Southwest Quarter of said Section 10; thence N89°45'50"W, along the North line of said Southwest Quarter, also being the North line of said Block 1, a distance of 1606.40 feet, to a point 131.10 feet West of the Northeast corner of said Lot 3, also being the Point of Beginning; thence S0°00'00"E, parallel to the East line of said Lot 3, a distance of 691.73 feet, to a point on the Northerly right-of-way line of Industrial Park Drive; thence N89°37'17"W, along said right-of-way line, a distance of 517.18 feet, to the Southwest corner of said Lot 3; thence N0°00'00"W, a distance of 690.44 feet, to the Northwest corner of said Lot 3; thence S89°45'50"E, a distance of 517.17 feet, to the Point of Beginning, Containing 8.20 Acres more or less.