

2713

Recorded in Platte County, Missouri

Recording Date/Time: 02/05/2016 at 02:17:47 PM

Instr Number: 2016001493

Book: 1256 Page: 323

Type: DE ORD

Pages: 3

Fee: \$27.00 E

TN



Grantor: KANSAS CITY CITY OF

Grantee: HAWKSBURY 4TH PLAT

Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

Stewart Pick Up

ORDINANCE NO. 150554

Approving the plat of Hawksbury – Fourth Plat, an addition in Platte County, Missouri; accepting various easements; establishing grades on public ways; authorizing the Director of City Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD0840D)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Hawksbury – Fourth Plat, a subdivision in Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

ORDINANCE NO. 150554

Section 5. That the Director of City Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on August 6, 2013.

Approved as to form and legality:

Sarah Baxter

Sarah Baxter
Assistant City Attorney

This is to certify that General Taxes for 2015, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By *[Signature]*

Dated, *January 22*, 2016



Authenticated as Passed

[Signature]
Sly James, Mayor

[Signature]
Marilyn Sanders, City Clerk

JUL 16 2015

Date Passed

36/5

Recorded in Platte County, Missouri

Recording Date/Time: 02/05/2016 at 02:17:47 PM

Instr Number: 2016001494

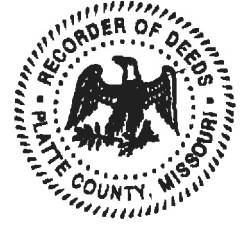
Book: 1256 Page: 324

Type: DE ESMT

Pages: 5

Fee: \$36.00 \$

TN



Grantor: HAWKSBURY DEVELOPMENT LLC

Grantee: KANSAS CITY MISSOURI CITY OF

Gloria Boyer,
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

Title of Document: Aviation and Noise Easement

Date of Document: November 02, 2015

Grantor(s): Hawksbury Development L.L.C.

Grantee(s): Kansas City, Missouri

Grantee(s) Mailing Address: 414 East 12th Street, Kansas City, MO 64106

Legal Description: Page 1 and 2

Reference Book and Page(s):

If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.

Stewart Pick up

AVIATION AND NOISE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Hawksbury Development, L.L.C. / Development, L.L.C.

(hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged, hereby grant, bargain, sell, convey and confirm unto KANSAS CITY, MISSOURI, a Municipal Corporation, its successors and assigns forever, a perpetual public use easement or right-of-way for the free and unobstructed passage and effect of the flight of aircraft, of whatever ownership and whether now known or hereafter used for navigation of or flight in the air, in, through, over and across the airspace above the following described parcel of real property, lying, being, and situated in the County of Platte and State of Missouri, to wit:

(INSERT DESCRIPTION)

PROPERTY DESCRIPTION

CONTAINING 744,410 SQUARE FEET OR 17.09 ACRES

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 52 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND LOT 130, HAWKSURY - THIRD PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 85, HAWKSURY - SECOND PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE N01°49'36"W, A DISTANCE OF 319.62 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF OF TRACT "A", SKYPORT 1ST PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE N49°22'20"E, ALONG SAID SOUTHWESTERLY PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 651.12 FEET; THENCE S66°23'14"E, A DISTANCE OF 105.01 FEET; THENCE S01°27'43"W, A DISTANCE OF 159.89 FEET TO A POINT ON THE NORTH LINE OF A 100' MISSOURI PUBLIC EASEMENT RECORDED IN BOOK 189 AT PAGE 581; THENCE S86°10'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 820.77 FEET TO THE NORTHWEST CORNER OF TRACT B, SAID HAWKSURY - THIRD PLAT; THENCE S05°02'53"W, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 130, SAID HAWKSURY - THIRD PLAT; THENCE S86°10'20"E, ALONG THE LINE COMMON TO SAID TRACT B AND SAID LOT 130 TO THE SOUTHEAST CORNER OF SAID TRACT B, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 130 AND BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N. FISK AVENUE AS NOW ESTABLISHED; THENCE S05°02'53"W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 165.36 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00

FEET, A DELTA ANGLE OF 90°00'00", AN ARC DISTANCE OF 23.56' FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NW. 104TH TERRACE AS NOW ESTABLISHED; THENCE N84°57'07"W, ALONG SAID SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 116.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID HAWKSBURY - THIRD PLAT; THENCE S05°40'59"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 269.94 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HAWKSBURY - THIRD PLAT; THENCE N55°27'16"W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 176.45 FEET; THENCE N83°31'46"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 157.77 FEET; THENCE S87°50'05"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 272.72 FEET; THENCE N76°25'02"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 31.85 FEET; THENCE S32°09'05"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 172.92 FEET TO THE NORTHEAST CORNER OF SAID HAWKSBURY - SECOND PLAT; THENCE N69°10'25"W, ALONG THE NORTHERLY LINE OF SAID HAWKSBURY - SECOND PLAT, A DISTANCE OF 165.00 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S20°49'39"W, A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 07°09'02", AN ARC DISTANCE OF 28.08 FEET; THENCE N85°10'16"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 258.79 FEET; THENCE N79°10'50"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S10°49'09"W, A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 00°08'03" AND AN ARC DISTANCE OF 1.17 FEET; THENCE N79°18'54"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 134.26 FEET TO THE POINT OF BEGINNING.

This easement for the free and unobstructed passage and effect of the flight of aircraft shall not be applied so as to deny to the Grantor the right of and privilege to build, install or erect buildings and other structures and improvements on said real property in accordance with the approved zoning plan therefore; and any amendments thereto.

The rights herein granted shall include the right in such airspace or other airspace, to allow, make and emit such noise as maybe inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air; reserving, however, to the Grantor, during the term of said easement, such use, rights, and privileges in said land or real property as may be exercised and enjoyed without interference with or abridgment of the rights hereby granted.

The Grantor, and for and on behalf of the Grantor's successors and assigns, covenants, bargains and agrees that the Grantor is the owner in fee simple of the above described premises and that at the time of the ensembling and delivery of these presents has full ownership right and power to grant,

bargain, sell and convey the easement as aforesaid free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind of nature, and the Grantor covenants and agrees with the Grantee, its successors and assigns, to warrant and forever defend against all and every person or persons.

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed its name this 2nd day of November, 2015.

OWNER:

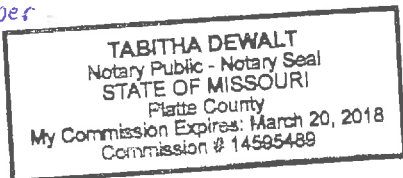
BY: [Signature] ATTEST: _____

John F. Miller, Managing Member
Hawksbury Development LLC

STATE OF MISSOURI)

) ss.

COUNTY OF Platte)



On this 2nd day of 11, 2015, before me, personally appeared John F Miller Managing Member to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in North KC MO, County, Missouri, the day and year first above written.

[Signature]

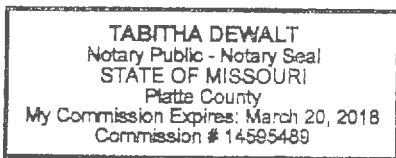
Notary Public

My Commission Expires: 3/20/18

STATE OF MISSOURI)

) ss.

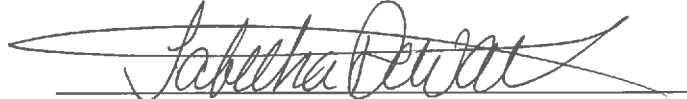
COUNTY OF Platte)



On this 2nd day of November, 2015, before me, appeared John F Miller, Managing Member to me personally known, and who, being by me duly sworn, did say that he is Managing Member of the Hawksbury Development LLC, a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority duly conferred upon him by its Board of Directors and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in NORTH KC MO, County, Missouri, the day and year first above written.



Notary Public in and for said County and State

My Commission Expires: 3/20/18

57/12

Recorded in Platte County, Missouri

Recording Date/Time: 02/05/2016 at 02:17:47 PM

Instr Number: 2016001495

Book: 1256 Page: 325

Type: DE COV

Pages: 12

Fee: \$57.00 S

TN



Grantor: KANSAS CITY MISSOURI CITY OF

Grantee: HAWKSBURY HOMEOWNERS ASSOCIATION INC

Gloria Boyer,
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

Title of Document: Covenant to Maintain Storm Water Detention Facility Plat of Hawksbury Fourth Plat

Date of Document: December 02, 2015

Grantor(s): Kansas City, Missouri

Grantee(s): Hawksbury Homeowners Association, Inc.

Grantee(s) Mailing Address: 1501 Burlington, North Kansas City, MO 64116

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO

Reference Book and Page(s):

If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.

Stewart Pick up

COVENANT TO MAINTAIN STORM WATER DETENTION
FACILITY PLAT OF HAWKSURY FOURTH PLAT

THIS COVENANT made and entered into this 2ND day of DECEMBER, 2015, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and of Hawksbury Home Owners Association, a Missouri corporation, (Owner).

WHEREAS, Owner has an interest in certain real estate generally located at the N.W. 104th Terrace and N. Avalon Avenue in Kansas City, of Platte County, Missouri, (Property) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Hawksbury Development LLC. (Developer) intends to cause the Property to be platted as Plat of Hawksbury Fourth Plat, (Plat), in accordance with Chapter 66, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Developer intends to create pursuant to the Plat Lots of 135-176 and Tracts C, D and E as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Developer on the Property warrant storm water control to serve Lots 135-176 and require preservation and maintenance of storm water detention facilities, located on Tract D of Hawksbury Fourth Plat, in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility is necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the storm water detention facilities and

- appurtenances (Facilities) within the storm water detention facilities located on of Tract D of Hawksbury Fourth Plat.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract D of Hawksbury Fourth Plat.
 - c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
 - d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
 - e. Mow the grass area within Tract D of Hawksbury Fourth Plat.
 - f. Maintain the grades within Tract D of Hawksbury Fourth Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2013-036
 - g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract D of Hawksbury Fourth Plat in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance against Owner, and/or the owner of Tracts C, D and E of Hawksbury Fourth Plat, and/or the owners of Lots 135-176 served by the Facility on Tract D of Hawksbury Fourth Plat;
- b. Assess a lien on either the Tract D of Hawksbury Fourth Plat or on the Lots 135-176 or both served by the Facility on Tract D of Hawksbury Fourth Plat;
- c. Maintain suit against Owner, and/or the owner of Tract D of Hawksbury Fourth Plat and/or the owners of Lots 135-176 served by the Facility on Tract D of Hawksbury Fourth Plat for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract D of Hawksbury Fourth Plat and the owners of Lots 135-176 served by the Facility on Tract D of Hawksbury Fourth Plat not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tract D of Hawksbury Fourth Plat shall not use, nor attempt to use, in any manner which would interfere with the operation of the Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of City Planning & Development
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notices to Owner shall be addressed
to: Hawksbury Homeowners
Association A Missouri non-profit
corporation
1501 Burlington
North Kansas City, MO
64116 Phone: 816.221.5552

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec.9. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facility.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Signature]
City Clerk

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 2 day of December, 2015, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]
Notary Public

My Commission Expires: September 3, 2018

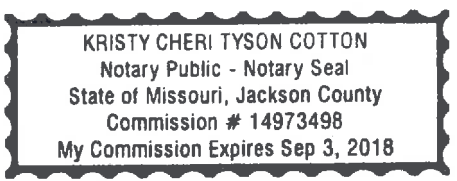


EXHIBIT "A"

PROPERTY DESCRIPTION

CONTAINING 744,410 SQUARE FEET OR 17.09 ACRES

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 52 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND LOT 130, HAWKSURY - THIRD PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 85, HAWKSURY - SECOND PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE $N01^{\circ}49'36''W$, A DISTANCE OF 319.62 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF OF TRACT "A", SKYPORT 1ST PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE $N49^{\circ}22'20''E$, ALONG SAID SOUTHWESTERLY PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 651.12 FEET; THENCE $S66^{\circ}23'14''E$, A DISTANCE OF 105.01 FEET; THENCE $S01^{\circ}27'43''W$, A DISTANCE OF 159.89 FEET TO A POINT ON THE NORTH LINE OF A 100' MISSOURI PUBLIC EASEMENT RECORDED IN BOOK 189 AT PAGE 581; THENCE $S86^{\circ}10'20''E$, ALONG SAID NORTH LINE, A DISTANCE OF 820.77 FEET TO THE NORTHWEST CORNER OF TRACT B, SAID HAWKSURY - THIRD PLAT; THENCE $S05^{\circ}02'53''W$, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 130, SAID HAWKSURY - THIRD PLAT; THENCE $S86^{\circ}10'20''E$, ALONG THE LINE COMMON TO SAID TRACT B AND SAID LOT 130 TO THE SOUTHEAST CORNER OF SAID TRACT B, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 130 AND BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N. FISK AVENUE AS NOW ESTABLISHED; THENCE $S05^{\circ}02'53''W$, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 165.36 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 23.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NW. 104TH TERRACE AS NOW ESTABLISHED; THENCE $N84^{\circ}57'07''W$, ALONG SAID SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 116.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID HAWKSURY - THIRD PLAT; THENCE $S05^{\circ}40'59''W$, ALONG SAID WESTERLY LINE, A DISTANCE OF 269.94 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HAWKSURY - THIRD PLAT; THENCE $N55^{\circ}27'16''W$, ALONG SAID NORTHERLY LINE, A DISTANCE OF 176.45 FEET; THENCE $N83^{\circ}31'46''W$, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 157.77 FEET; THENCE $S87^{\circ}50'05''W$, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 272.72 FEET; THENCE $N76^{\circ}25'02''W$, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF

31.85 FEET; THENCE S32°09'05"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 172.92 FEET TO THE NORTHEAST CORNER OF SAID HAWKSURY - SECOND PLAT; THENCE N69°10'25"W, ALONG THE NORTHERLY LINE OF SAID HAWKSURY - SECOND PLAT, A DISTANCE OF 165.00 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S20°49'39"W, A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 07°09'02", AN ARC DISTANCE OF 28.08 FEET; THENCE N85°10'16"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 258.79 FEET; THENCE N79°10'50"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S10°49'09"W, A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 00°08'03" AND AN ARC DISTANCE OF 1.17 FEET; THENCE N79°18'54"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 134.26 FEET TO THE POINT OF BEGINNING.

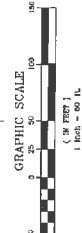
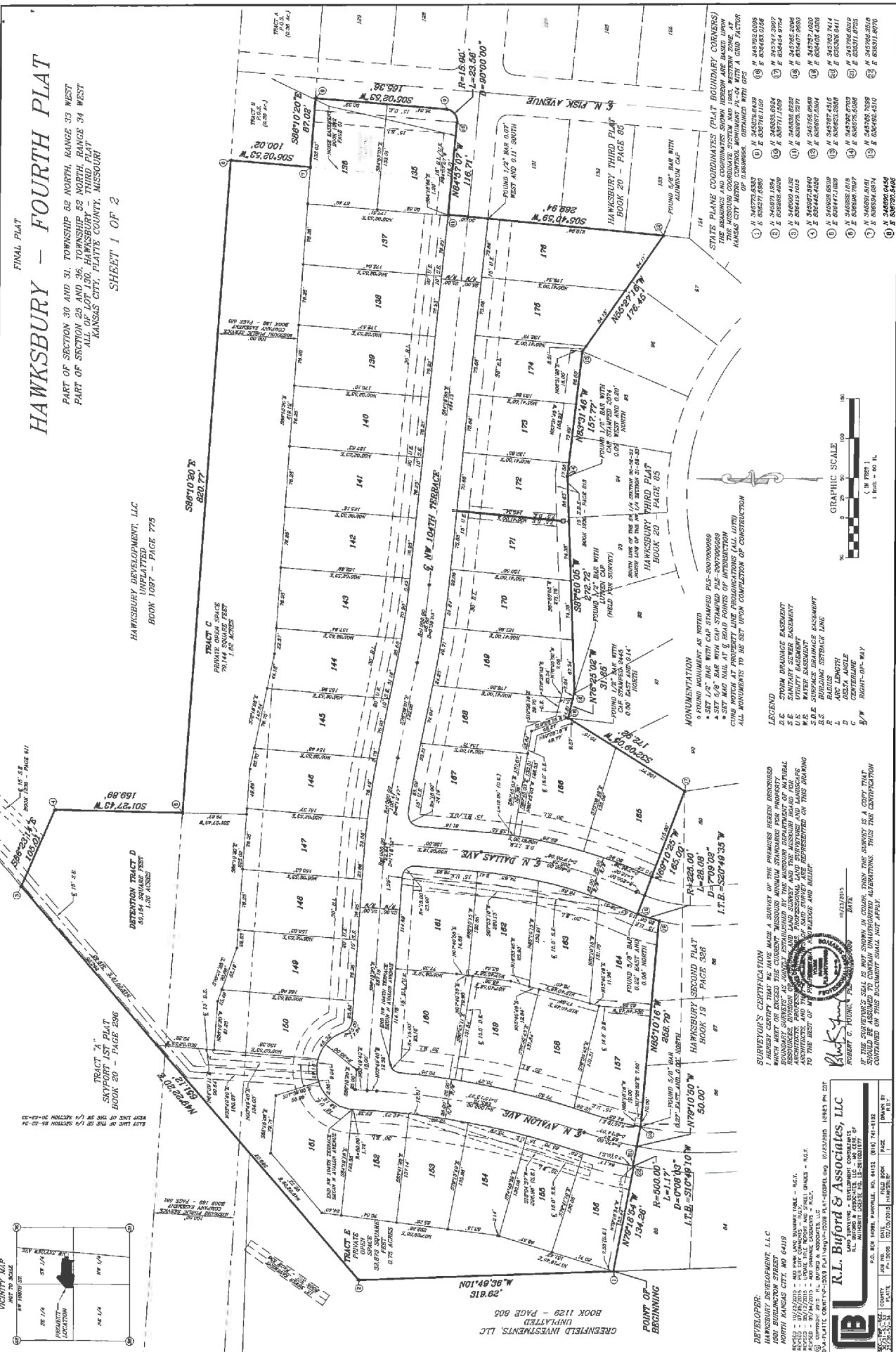
EXHIBIT "B"

HAWKSURRY - FOURTH PLAT

FINAL PLAT
PART OF SECTION 30 AND 31, TOWNSHIP 02 NORTH, RANGE 33 WEST
PART OF SECTION 02 NORTH, RANGE 34 WEST
ALL OF CITY OF HAWKSURRY,
PLATTE COUNTY, MISSOURI

SHEET 1 OF 2

HAWKSURRY DEVELOPMENT, LLC
UNPLATTED
BOOK 1197 - PAGE 775



MONUMENTATION
O FOUND MONUMENT AS NOTED
D.C. STORM DRAINAGE EASEMENT
S.E. SIMPSON SEWER EASEMENT
S.E. WATER EASEMENT
S.E. SURFACE DRAINAGE EASEMENT
D.S. PAVING STRIP EASEMENT
L ARC LENGTH
D AREA ANGLE
E/W RIGHT-OF-WAY

LEGEND
D.C. STORM DRAINAGE EASEMENT
S.E. SIMPSON SEWER EASEMENT
S.E. WATER EASEMENT
S.E. SURFACE DRAINAGE EASEMENT
D.S. PAVING STRIP EASEMENT
L ARC LENGTH
D AREA ANGLE
E/W RIGHT-OF-WAY

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED
AND THAT THE SAME ARE ACCURATELY REPRESENTED BY THIS PLAT.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE
AT THE CITY OF HAWKSURRY, MISSOURI, THIS 15TH DAY OF APRIL, 2015.



DEVELOPER
HAWKSURRY DEVELOPMENT, LLC
NORTH KANSAS CITY, MO 64119
NOTED - 10/13/2015 - NO DATA WAS SUBMITTED - REG.
NOTED - 10/13/2015 - UNPLATTED EASEMENTS AND STRIP EASEMENTS - REG.
NOTED - 10/13/2015 - UNPLATTED EASEMENTS AND STRIP EASEMENTS - REG.
NOTED - 10/13/2015 - UNPLATTED EASEMENTS AND STRIP EASEMENTS - REG.
NOTED - 10/13/2015 - UNPLATTED EASEMENTS AND STRIP EASEMENTS - REG.

R.L. Buford & Associates, LLC
LAND SURVEYING - EASEMENT COMPLAINTS
PLATTE COUNTY, MISSOURI
1000 W. 10TH ST., SUITE 100, HAWKSURRY, MO 64119
TEL: 816.415.1111 FAX: 816.415.1112
WWW.RLBUFFORD.COM

EXHIBIT 'B'

3/6/15

Recorded in Platte County, Missouri

Recording Date/Time: 02/05/2016 at 02:17:47 PM

Instr Number: 2016001496

Book: 1256 Page: 326

Type: DE COV

Pages: 6

Fee: \$36.00 S



Grantor: HAWKBURY DEVELOPMENT LLC

Grantee: HAWKBURY DEVELOPMENT LLC

JN



Gloria Boyer,
Recorder of Deeds

Recording Cover Sheet

Title of Document: First Amendment of Covenants, Condition and Restrictions

Date of Document: *September 30, 2015*

Grantor: Hawksbury Development, L.L.C.

Grantee: Hawksbury Development, L.L.C.

Grantee's Mailing Address: 1501 Burlington, NKC, MO 64116

Legal Description: See attached Exhibit "A"

✓ Stewart Pick up

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HAWKSURY

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HAWKSURY (this "Declaration"), is made this 30th day of September, 2015 by Hawksbury Development, L.L.C. ("Developer").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions Hawksbury (the "Declaration") dated August 2, 1999, was filed for record with the Platte County Recorder's Office on August 27, 1999, beginning in Book 913 at page 355 as Document Number 015518; and

WHEREAS, JARR Investors, L.L.C was the original "Declarant" under the Declaration and has transferred and conveyed those rights, in writing, to Developer and Developer has succeeded to the rights of Declarant under the Declaration; and

WHEREFORE, Article IX of the Declaration provides that the Declarant shall have the right to add other land as it desires to the operation and effect of the Declaration and to be made a part of the Property (as that term is defined in the Declaration; and

WHEREAS, Developer, as Declarant, desires to amend certain provisions of the Declaration to add the real estate hereinafter described to be made subject to the Declaration and to be made part of the Property.

NOW THEREFORE, Developer takes the following action:

1. Developer hereby adds to the Property that certain real estate described on Exhibit "A" which is attached hereto and incorporated herein (Hawksbury Fourth Plat) which shall be hereinafter subject to all of the provisions of the Declaration as amended from time to time.
2. All capitalized terms used herein but not defined shall have that meaning attributed in the Declaration, as amended from time to time. All provisions in the Declaration, as amended herein, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this First Amendment nto be executed this 30th day of September, 2015.

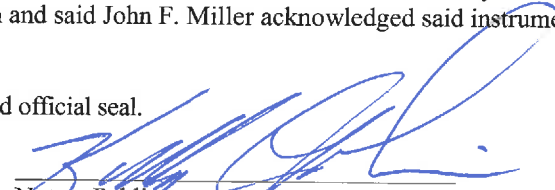
HAWKSURY DEVELOPMENT, L.L.C.

By: John F. Miller, Member

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

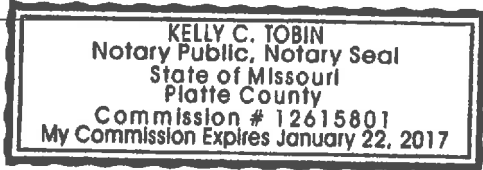
On this 30th day of September, 2015, before me appeared John F. Miller, to me personally known, who being by me duly sworn, did say that he is the managing member of Hawksbury Development, L.L.C., a Missouri limited liability corporation and said John F. Miller acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:



PROPERTY DESCRIPTION
CONTAINING 744,410 SQUARE FEET OR 17.09 ACRES

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 52 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND IN THE SOUTHEAST QUARTER OF SECTION 25 AND THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 52 NORTH, RANGE 34 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND LOT 130, HAWKSURY - THIRD PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 85, HAWKSURY - SECOND PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE $N01^{\circ}49'36''W$, A DISTANCE OF 319.62 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF OF TRACT "A", SKYPORT 1ST PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI; THENCE $N49^{\circ}22'20''E$, ALONG SAID SOUTHWESTERLY PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 651.12 FEET; THENCE $S66^{\circ}23'14''E$, A DISTANCE OF 105.01 FEET; THENCE $S01^{\circ}27'43''W$, A DISTANCE OF 159.89 FEET TO A POINT ON THE NORTH LINE OF A 100' MISSOURI PUBLIC EASEMENT RECORDED IN BOOK 189 AT PAGE 581; THENCE $S86^{\circ}10'20''E$, ALONG SAID NORTH LINE, A DISTANCE OF 820.77 FEET TO THE NORTHWEST CORNER OF TRACT B, SAID HAWKSURY - THIRD PLAT; THENCE $S05^{\circ}02'53''W$, ALONG THE WEST LINE OF SAID TRACT B, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 130, SAID HAWKSURY - THIRD PLAT; THENCE $S86^{\circ}10'20''E$, ALONG THE LINE COMMON TO SAID TRACT B AND SAID LOT 130 TO THE SOUTHEAST CORNER OF SAID TRACT B, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 130 AND BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF N. FISK AVENUE AS NOW ESTABLISHED; THENCE $S05^{\circ}02'53''W$, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 165.36 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 23.56' FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NW. 104TH TERRACE AS NOW ESTABLISHED; THENCE $N84^{\circ}57'07''W$, ALONG SAID SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 116.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID HAWKSURY - THIRD PLAT; THENCE $S05^{\circ}40'59''W$, ALONG SAID WESTERLY LINE, A DISTANCE OF 269.94 FEET TO A POINT ON THE NORTHERLY LINE OF SAID HAWKSURY - THIRD PLAT; THENCE $N55^{\circ}27'16''W$, ALONG SAID NORTHERLY LINE, A DISTANCE OF 176.45 FEET; THENCE $N83^{\circ}31'46''W$, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 157.77 FEET; THENCE $S87^{\circ}50'05''W$, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 272.72 FEET; THENCE $N76^{\circ}25'02''W$, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF

31.85 FEET; THENCE S32°09'05"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 172.92 FEET TO THE NORTHEAST CORNER OF SAID HAWKSBURY - SECOND PLAT; THENCE N69°10'25"W, ALONG THE NORTHERLY LINE OF SAID HAWKSBURY - SECOND PLAT, A DISTANCE OF 165.00 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S20°49'39"W, A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 07°09'02", AN ARC DISTANCE OF 28.08 FEET; THENCE N85°10'16"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 258.79 FEET; THENCE N79°10'50"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY, CONTINUING ALONG SAID NORTHERLY LINE, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF S10°49'09"W, A RADIUS OF 500.00 FEET, A DELTA ANGLE OF 00°08'03" AND AN ARC DISTANCE OF 1.17 FEET; THENCE N79°18'54"W, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 134.26 FEET TO THE POINT OF BEGINNING.

51/10

Recorded in Platte County, Missouri

Recording Date/Time: 02/05/2016 at 02:17:47 PM

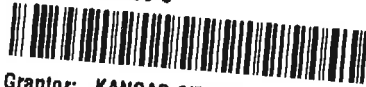
Instr Number: 2016001497

Book: 1256 Page: 327

Type: DE AGMT

Pages: 10

Fee: \$51.00 \$



TN



Gloria Boyer,
Recorder of Deeds

Grantor: KANSAS CITY MISSOURI CITY OF
Grantee: HAWKSBURY DEVELOPMENT LLC

[Above Space Reserved for Recorder of Deeds]

Document Title: Agreement for Noise Disclosure
Date of Document: November 9, 2015
Grantor Name: City of Kansas City, Missouri
Grantee Name: Hawksbury Development, L.L.C.
Statutory Address: 1501 Burlington, North Kansas City, Mo 64116
Legal Description: see Exhibit A, page(s) 5
Reference Book and Page: N/A

✓ Stewart Pick up

AGREEMENT FOR NOISE DISCLOSURE

This Agreement made and entered into this 9TH day of NOVEMBER, 2015 by and between the **City of Kansas City, Missouri**, a constitutionally chartered City under the laws of Missouri, herein referred to as “City”, and **Hawksbury Development LLC, a Missouri Limited Liability Company**, herein referred to as the “Developer”.

WITNESS, that

WHEREAS, Developer has an interest in a tract of land generally located at **10453 N Avalon** in Kansas City, Platte County, Missouri, more specifically described in **Exhibit “A”** which is attached hereto and incorporated herein by reference, to be platted as **Hawksbury**, and referred to herein as “Developer’s Property”; and

WHEREAS, City owns and operates a certain airport known as Kansas City International Airport located _____ of Developer’s Property; and

WHEREAS, it is in the best interest of the City and Developer to advise all future purchasers and lessees of the noise attributable to aircraft operations at Kansas City International Airport; and

WHEREAS, this Agreement is entered into for the purpose of advising said purchasers and lessees of the noise generation;

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations herein contained, it is agreed by the two parties as follows:

1. City and Developer enter into this Agreement for the purpose of advising future purchasers and lessees of the noise attributable to aircraft operations at Kansas City International Airport.
2. Developer agrees that as a part of closing of any real estate transaction conveying a fee simple interest or any lesser estate including leasehold interest that Developer will provide

the transferee a copy of the most recent Kansas City International Airport Noise Exposure Map and further that Developer shall secure the acknowledgement on the Fair Disclosure Statement as set forth in Exhibit "B" attached hereto and incorporated herein by reference, in triplicate.

3. City shall provide Developer with copies of the current Kansas City International Airport Exposure Map at the request of Developer. Any request for said Map shall be in writing to the Director of Aviation, 601 Brasilia Avenue, Kansas City International Airport, Kansas City, Missouri, 64153, and shall be made not more than ninety (90) days prior to the date of Fair Disclosure Statement and not less than thirty (30) days prior to the date thereof.

4. After the execution of the Fair Disclosure Statement (Exhibit "B"), Developer shall file one copy with the Aviation Department for the City of Kansas City, Missouri, retain one copy, and deliver the third copy to the transferee.

5. Developer further agrees that all transferees shall take subject to the terms of this Agreement and require the execution of the Fair Disclosure Statement as a part of any subsequent conveyance.

6. This Agreement shall be considered a covenant running with the land and be binding on all future transferees, assigns and successors of Developer inasmuch as the Airport operation is associated with the use of the land and indiscriminate of ownership.

7. This Agreement shall not be amended, modified, cancelled or abrogated without the written consent of the parties.

8. Invalidation of any part or parts of this Agreement by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

9. This contract shall be construed and enforced in accordance with the laws of the State of Missouri.

10. Upon the effective date of this Agreement, the Agreement shall be recorded in the Office of the Recorder of Deeds, Platte County, Missouri.

11. This Agreement shall be binding on the parties hereto only after all legal requirements relating to City entering into this Agreement have been satisfied.

CITY OF KANSAS CITY, MISSOURI,
A Constitutionally Chartered City

By: [Signature]
Its Director of City Planning & Development
Aviation

ATTESTED TO: [Signature]
City Clerk

Approved as to form and legality:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
)ss
COUNTY OF _____)

BE IT REMEMBERED that on this 9th day of November, 2015, before me, the undersigned, a notary public in and for the county and state aforesaid, came mark vanion, Aviation Dept. of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and County of, Platte of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

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

[Signature]
Notary Public

My commission expires: 9-9-16

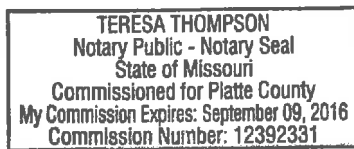


EXHIBIT "A"

PROPERTY DESCRIPTION

CONTAINING 744,410 SQUARE FEET OR 17.09 ACRES

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EXHIBIT "B"

FAIR DISCLOSURE STATEMENT

NOTICE TO PROSPECTIVE BUYERS OF REAL PROPERTY OR LESSEES OF RESIDENTIAL PROPERTY WITHIN AIRCRAFT NOISE EXPOSURE AREAS

1. An aircraft noise exposure area exists in the environs of Kansas City International Airport (KCIA). All land within the area is or may be at a future date exposed to aircraft noise levels of Ldn 60 or higher. Noise levels of Ldn 60 can be annoying or disturbing.
2. No person who acquires property or an interest therein, or who leases property or an interest therein within the aircraft noise exposure area after the date on which this statement is signed, shall be entitled to recover damages from **[Name of Developer], a [State of Incorporation] [type of entity]**, and/or the City of Kansas City, Missouri, with respect to the noise attributable to aircraft operations at KCIA unless, in the addition to any other elements for recovery of damages, such person can show that said damage occurred as a result of one or more of the following, any one or all of which occurred after the date of the acquisition or lease of such property or interest therein:
 - a. A major change in the approved Airport layout plan or interest therein.
 - b. A significant change in flight patterns which was used in producing the attached KCIA exposure map.
3. The undersigned acknowledges that he or she has been informed that the property being considered for (purchase) (lease) at:

_____ Address

_____ City

_____ State

_____ Zip Code

Is within the aircraft noise exposure area for KCIA. He or she further acknowledges that he or she has been given a copy of the KCIA exposure map, (a copy of which is attached hereto).

The undersigned has read and fully understands all of the provisions relating to this Fair Disclosure Statement.

IN WITNESS WHEREOF, the parties have executed this Statement as of the day and year written below.

Date: _____, _____

PRINT NAME OF BUYER OR LESSEE

PRINT NAME OF SELLER, LESSOR,
BROKER

Current Address

Company

City State Zip Code

Address

City State Zip Code

Signature

Signature

STATE OF _____)
)ss
COUNTY OF _____)

BE IT REMEMBERED that on the _____ day of _____, _____, before me, the undersigned notary public in and for the county and state aforesaid, came _____, to me personally known, who being by me duly sworn did say that he is the _____ of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf on said corporation by authority of its board of directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My commission expires:

27/2

Recorded in Platte County, Missouri

Recording Date/Time: 02/05/2016 at 02:17:47 PM

Instr Number: 2016001499

Book: 1256 Page: 328

Type: DR PART

Pages: 2

Fes: \$27.00 S



Grantor: BANKLIBERTY
Grantee: JARR INVESTORS LLC

TN



Gloria Boyer,
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

Stewart Title
01109-1246

Title of Document: Deed of Release (Partial - Corporation)

Date of Document: June 24, 2015

Grantor(s): BankLiberty, a Missouri state-chartered bank

Grantee(s): JARR Investors, LLC

Grantee(s) Mailing Address: 1501 Burlington, North Kansas City, MO 64116

Legal Description:

Reference Book and Page(s): 1043/665

If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.

✓ Stewart Pick up

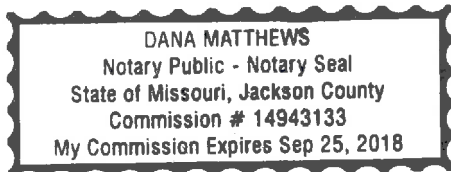
DEED OF RELEASE
(PARTIAL - CORPORATION)

This Deed of Release Witnesseth, that BankLiberty, a Missouri state-chartered bank, have/having its principal place of business in Clay County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by JARR Investors, LLC, dated and recorded in the office of the Recorder of Deeds for Platte County, Missouri, as Document No. 019082, in Book 1043 at Page 665, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of Hawksbury, a subdivision of land in Kansas City, Platte County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. _____, Book 21, Page 195. and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 24th day of June, 2015.

(SEAL)



By:

[Signature]
Mark Hecker
Chief Lending Officer

In the State of Missouri, County of Jackson, on this 24th day of June, 2015, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is Chief Lending Officer of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Dana Matthews acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

[Signature]

My commission expires Sept 25, 2018