

Recorded in Platte County, Missouri

Recording Date/Time: **08/24/2023** at **10:53:26 AM**

Book: **1396** Page: **591**

Instr #: **2023008398**
Pages: **3**
Fee: **\$27.00**



Electronically Recorded
Stewart Title Company - Midwest Divi...

Christopher L. Wright
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMo 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 211084

ORDINANCE NO. 211084

Approving the plat of Post Hill Second Plat, an addition in Platte County, Missouri, on approximately 10.262 acres generally located on the east side of N.W. Skyview Avenue approximately 1,100 feet south of Tiffany Springs Parkway, creating 36 lots and 1 tract for the purpose of creating a 36 lot single family home subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00029)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Post Hill Second 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.

BK 1396 PG 591

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.

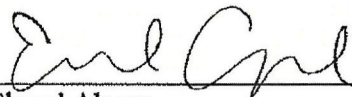
Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and 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 September 21, 2021.


Approved as to form and legality:


Eluard Alegre
Assistant City Attorney

BK 1396 PG 591



Authenticated as Passed

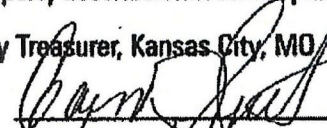

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk
DEC 16 2021

Date Passed

This is to certify that General Taxes for 2022, 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 
Dated, August 10, 2023

Recorded in Platte County, Missouri

Recording Date/Time: 08/22/2023 at 03:07:21 PM

Book: 1396 Page: 503

Instr #: 2023008310
Pages: 5
Fee: \$36.00



Electronically Recorded
Stewart Title Company - Midwest Divi...

Christopher L. Wright
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

Stewart Title
1890998

Title of Document: Subordination of Deed of Trust (Partial – Corporation)

Date of Document: August 9, 2023

Grantor(s): Clay County Savings Bank

Grantee(s): Tiffany Reserve 36, LLC

Grantee(s) Mailing Address: 4420 Madison Avenue, Suite 104
Kansas City, MO 64111

Legal Description:

See Exhibit "A" attached hereto and made a part hereof.

Reference Book and Page(s): 1396/201

**This Document is being re-recorded to correct the recording information on Page 2.

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

(Space above reserved for Recorder of Deeds certification)

Stewart Title
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Kansas City, MO 64111

Legal Description:
See Exhibit "A" attached hereto and made a part hereof.

Reference Book and Page(s): 1396/201

**This Document is being re-recorded to correct the recording information on Page 2.

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

33
4

Recorded in Platte County, Missouri



Recording Date/Time: 08/15/2023 at 03:34:32 PM

Book: 1396 Page: 201

Instr #: 2023008005
Pages: 4
Fee: \$33.00 S 20230007165



Christopher L. Wright
Recorder of Deeds

STEWART TITLE

(Space above reserved for the Recorder of Deeds' recording information)

Title of Document: Subordination of Deed of Trust (Partial – Corporation)
Date of Document: August 9th, 2023

Grantor: Clay County Savings Bank
Grantor's Address: 1178 W. Kansas Street
Liberty, MO 64068

Grantee: Tiffany Reserve 36, LLC
Grantee's Address: 4420 Madison Avenue, Suite 104
Kansas City, MO 64111

Legal Description: See the Attached Exhibit A (Page)

**This document is being re-recorded to correct the recording information on Page 2.

SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)

This Subordination of Deed of Trust witnesseth, that Clay County Savings Bank, a banking corporation organized and existing under the laws of the State of Missouri, having its principal place of business in Clay County, Missouri, as owner and holder of the two (2) promissory notes evidencing the debts secured by the Deed of Trust executed by Tiffany Reserve 36, LLC, a Missouri limited liability company, dated and recorded in the office of the Recorder of Deeds for Platte County, Missouri, as Document No. 2021011925, in Book 1359 at Page 230, as amended by Document No. 2022016199 in Book 1387 at Page 671 for value received does hereby subordinate the lien and effect of said Deed of Trust (as amended) to the easements and building lines and lot lines as shown on the property therein described on the plat of Post Hill Second Plat, recorded as Document No. * _____, in Book 23 at Page 58. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

*2023008003

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 11th day of August, 2023.

CLAY COUNTY SAVINGS BANK
By [Signature]
(Title)
Print Name: MARIO USERA
Print Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Clay)

In the State of Missouri, County of Clay, on this 11th day of August, 2023, before, the undersigned, a Notary Public, in and for said County and State, personally appeared Mario Usera, to me personally known, who being by me duly sworn did say that he/she is President 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 Clay County Savings Bank 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.

Cristina Johnson
Notary Public ~ Notary Seal
Clay County, State of Missouri
My Commission Expires 11/07/2025
Commission # 17261272
[Signature]
Notary Public

My Commission expires: _____

CONSENT TO SUBORDINATION

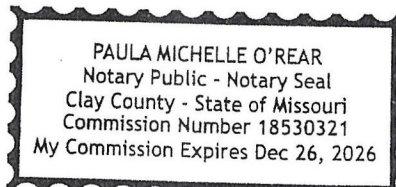
The undersigned, as maker (and guarantors) of the notes secured by the foregoing Deed of Trust, as amended, hereby consent to the foregoing Subordination of Deed of Trust.

Tiffany Reserve 36, LLC
(Maker)

By: Philip Booth

Managing Member of Genesis Realty & Development, LLC - the Manager of
Tiffany Reserve 36, LLC
_____, Guarantor

_____, Guarantor



Paula Michelle O'Rear

Exhibit A**Legal Description**

A replat of Lots 12 thru 20, POST HILL, a subdivision in the Southwest Quarter of Section 31, Township 52 North, Range 33 West of the 5th Principal Meridian, in Kansas City, Platte County, Missouri, more particularly described by Jed A. M. Baughman, PLS-2014020708 of Renaissance Infrastructure Consulting, Inc. as follows:

Beginning at the Northwest corner of said Lot 12, said point being on the East right of way line of NW Skyview Avenue, as now established; thence South 84 degrees 33 minutes 56 seconds East, along the North line of Lots 12, 14, 15 and 16, of said POST HILL, a distance of 618.57 feet to a point on the East line of said POST HILL, said point also being on the West line of THORNHILL, a subdivision in said Kansas City, Platte County, Missouri; thence South 12 degrees 57 minutes 22 seconds West, along the East line of said POST HILL, and the West line of said THORNHILL, a distance of 669.94 feet to a point on the North right of way line of NW 96th Terrace, as now established; thence South 40 degrees 00 minutes 00 seconds West, along said North right of way line, a distance of 18.47 feet; thence continuing along said North right of way line, along a curve to the right, tangent to the last described course, having a radius of 175.40 feet, a central angle of 49 degrees 57 minutes 22 seconds and an arc length of 152.9 feet; thence South 89 degrees 57 minutes 22 seconds West, continuing along said North right of way line, a distance of 469.22 feet; thence along a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of 113 degrees 52 minutes 28 seconds and an arc length of 29.81 feet to a point on said East right of way line and the West line of said POST HILL; thence North 23 degrees 49 minutes 50 seconds East, along said East right of way line and said West line of POST HILL, a distance of 207.48 feet; thence continuing along said East right of way line and said West line of POST HILL, along a curve to the left, tangent to the last described course, having a radius of 480.74 feet, a central angle of 18 degrees 23 minutes 46 seconds and an arc length of 154.35 feet; thence North 05 degrees 26 minutes 04 seconds East, continuing along said East right of way line and said West line of POST HILL, a distance of 431.02 feet to the Point of Beginning, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

To Be Known As: POST OAK SECOND PLAT, a subdivision in Kansas City, Platte County, Missouri.

End of Legal Description

Recorded in Platte County, Missouri



Recording Date/Time: 08/15/2023 at 03:34:32 PM

Book: 1396 Page: 200

Instr #: 2023008004

Pages: 8

Fee: \$67.00 N 20230007165



Christopher L. Wright
Recorder of Deeds

STEWART TITLE

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD 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)

Christopher L. Wright
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF POST HILL SECOND PLAT**

THIS COVENANT made and entered into this 23 day of MARCH, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Tiffany Reserve 36 LLC, a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the at northeast corner of NW 96 Terrace and Northwest Skyview Avenue in Kansas City, of Platte County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Post Hill Second Plat, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 1 to 36 and Tract A as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located on Tract A within the Plat, require preservation and maintenance 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 and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are 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 Facilities located on Tract A
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-113.
- 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 A in order to inspect, maintain, repair, and/or replace 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, repair, or replacement against Owner, and/or the owner of Tract A and/or the owners of Lots 1 to 36 served by the Facilities on Tract A
- b. Assess a lien on either Tract A or on the Lots 1 to 36 served by the Facilities on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1 to 36 served by the Facilities on Tract A 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 A and Lots 1 to 36 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract A 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:
Tiffany Reserve 36 LLC
Limited Liability Corporation
4420 Madison Ave, Ste 104
Kansas City, Missouri 64111
Philip Goforth
816-756-2331

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 Plate 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 Facilities.

EXHIBIT "A"

Beginning at the Northwest corner of said Lot 12, said point being on the East right-of-way line of NW Skyview Avenue, as now established; thence South $84^{\circ}33'56''$ East, along the North line of Lots 12, 14, 15 and 16 of said POST HILL, a distance of 618.57 feet to a point on the East line of said POST HILL, said point also being on the West line of THORNHILL, a subdivision in said Kansas City, Platte County, Missouri; thence South $12^{\circ}57'22''$ West, along the East line of said POST HILL and the West line of said THORNHILL, a distance of 669.94 feet to a point on the North right-of-way line of NW 96th/ Terrace, as now established; thence South $40^{\circ}00'00''$ West, along said North right-of-way line, a distance of 18.47 feet; thence continuing along said North right-of-way line, along a curve to the right, tangent to the last described course, having a radius of 175.40 feet, a central angle of $49^{\circ}57'22''$ and an arc length of 152.93 feet; thence South $89^{\circ}57'22''$ West, continuing along said North right-of-way line, a distance of 469.22 feet; thence along a curve to the right, tangent to the last described course, having a radius of 15.00 feet, a central angle of $113^{\circ}52'28''$ and an arc length of 29.81 feet to a point on said East right-of-way line and the West line of said POST HILL; thence North $23^{\circ}49'50''$ East, along said East right-of-way line and said West line of POST HILL, a distance of 207.48 feet; thence continuing along said East right-of-way line and said West line of POST HILL, along a curve to the left, tangent to the last described course, having a radius of 480.74 feet, a central angle of $18^{\circ}23'46''$ and an arc length of 154.35 feet; thence North $05^{\circ}26'04''$ East, continuing along said East right-of-way line and said West line of POST HILL, a distance of 431.02 feet to the Point of Beginning, containing 447,006 square feet, or 10.262 acres, more or less.

EXHIBIT 'B'

FINAL PLAT POST HILL SECOND PLAT

A REPLAT OF LOTS 12 THRU 20, POST HILL, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 23 NORTH, RANGE 33 WEST OF THE 5TH P.M., IN KANSAS CITY, PLATTE COUNTY, MISSOURI

PROPERTY DESCRIPTION:

A replat of Lots 12 thru 20, POST HILL, a subdivision in the Southwest Quarter of Section 31, Township 23 North, Range 33 West of the 5th Principal Meridian, in Kansas City, Platte County, Missouri, more particularly described by J&A.M. Baughman, PL 201402076 of Renaissance Infrastructure Consulting, Inc. as follows:

Beginning at the Northwest corner of said Lot 12, said point being on the East right-of-way line of HWY Skyview Avenue, as now established, bearing South 89°27'52" East, 154.25 feet to the North line of said POST HILL, a distance of 618.57 feet to a point on the East line of said POST HILL, said point also being on the West line of THORNHILL, a subdivision in said Kansas City, Platte County, Missouri, bearing South 89°07'57" West, along the East line of said POST HILL, and the West line of said THORNHILL, a distance of 668.34 feet to a point on the North right-of-way line of HWY Skyview Avenue, as now established, bearing South 89°07'57" West, along said North right-of-way line, a distance of 18.47 feet, thence continuing along said North right-of-way line, along a curve to the right, tangent to the last described curve, having a radius of 173.45 feet, a central angle of 49°37'22" and an arc length of 123.33 feet, thence South 89°57'22" West, continuing along said North right-of-way line, a distance of 498.20 feet, bearing a curve to the right, tangent to the last described curve, having a radius of 150.00 feet, a central angle of 127°32'00" and an arc length of 29.81 feet to a point on said East right-of-way line and the West line of said POST HILL, bearing South 22°49'07" East, along said East right-of-way line and said West line of POST HILL, a distance of 207.43 feet, thence continuing along said East right-of-way line and said West line of POST HILL, along a curve to the left, tangent to the last described curve, having a radius of 488.74 feet, a central angle of 18°23'00" and an arc length of 154.25 feet, thence South 07°21'00" East, continuing along said East right-of-way line and said West line of POST HILL, a distance of 431.22 feet to the Point of Beginning, containing 447,008 square feet, or 10.392 acres, more or less.

PLAT DEDICATION: The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat which subdivision shall be known as POST HILL SECOND PLAT.

EASEMENT DEDICATION: An easement is hereby granted to Kansas City, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities, such as electric, sewer, telephone, cable, gas, water, storm drainage, and grading, including, but not limited to, underground pipes and conduits, pad mounted transformers, service pedestals, any or all of them open, over, under and along the edge of dedicated Utility Easements (UEs), provided that the easement granted herein is subject to any and all existing easements. Any utilities located within the designated utility easements, by view of their easements, do hereby release, consent, and agree that they shall be subordinate to said public right-of-way in the event that additional public utility may be dedicated over the location of the utility easements. Where other easements are designated as a public purpose, the use thereof shall be limited to that purpose only. All of the above easements shall be kept free and clear of all obstructions which would interfere with the construction and reconstruction and the continuous maintenance of the above named uses and specifically that shall be the obligation of the owner of any structure located within the above named uses, and the owner shall be liable to the City of Kansas City, Missouri, for any damages and costs of the City of Kansas City, Missouri, and its franchise utilities that are performed and assessed and as a result of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or matter shall be performed which will interfere or increase the earth cover over the utilities above named or the easement thereon to the detriment of the Department of Public Utilities or to any easement, and written approval of the Director of Public Utilities as to the easement.

DRAINAGE EASEMENT (DE): A Drainage Easement (DE) for the purpose of storm water drainage including the right to build, maintain, repair, replace and maintain storm water drainage facilities under, over, and upon a way to be necessary, being and situated in Kansas City, Missouri (The City) is hereby granted to The City. The City shall have the right to enter the lands herein described for construction, installation and repair of the said drainage facilities as may be necessary. Nothing shall be construed to interfere with the use and enjoyment of any adjacent lands nor shall there be any additional expense, but the owner shall be liable to the City of Kansas City, Missouri, for any damages and costs of the City of Kansas City, Missouri, and its franchise utilities that are performed and assessed and as a result of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or matter shall be performed which will interfere or increase the earth cover over the utilities above named or the easement thereon to the detriment of the Department of Public Utilities or to any easement, and written approval of the Director of Public Utilities as to the easement.

LANDSCAPE COVER EASEMENT: A Landscape Cover Easement (LCE) for the location, construction, reconstruction, maintenance, operation and repair of sewerage improvements and any and all appurtenant facilities in water, water, sewer and storm drainage, being and situated in Kansas City, Missouri (The City) is hereby granted to The City. By the granting of this easement, it shall not be construed to prohibit development of any adjoining property or from lighting, air conditioning and conservancy government, parking of motorcars, loading and unloading along, over or across said easement or any portion thereof; provided, however, said easement shall be free from additional signs of construction, building, and any other structure or obstruction (except sidewalks, roadways, easements, grass, shrubs, fences, or curbs), which will interfere with the City in installing, operating and maintaining such sewerage improvements and appurtenances.

WATER MAIN EASEMENT: A water main easement for the location and reconstruction of equipment, and the installation of a water main, in connection with the location, construction, reconstruction, maintenance, operation and repair of water mains and any appurtenances thereto over, under and through these areas and adjacent to this plat as "Water Main Easement" or "WME" is hereby granted to the Post Hill Instruments Association.

STREET DEDICATION: Streets shown on this plat and not heretofore dedicated for public use as thoroughfares, are hereby so dedicated.

BUILDING LINES: Building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built between this line and the lot line nearest thereon.

RIGHT OF ENTRANCE: The right of entrance and egress to travel along any street or alley within the boundaries of the property hereby granted to Kansas City, Missouri, for the purpose of fire and police protection, maintenance of water mains, sanitary and storm sewer lines, collection of garbage and refuse and to the United States Postal Service for the delivery of mail, provided, however, such right of entrance and egress does not include any obligation to contribute for any damage to any private street or alley by virtue of the exercise of the right of entrance and egress, neither Kansas City, Missouri nor the U.S. Postal Service shall incur any liability by virtue of the exercise of such rights.

FLOOD PLAIN: The subject property is located in OTHER AREA, ZONE X (areas determined to be outside the FEMA Flood Insurance Rate Map (FIRM), Flood Hazard Area (Zone A) according to the Flood Insurance Rate Map (FIRM), January 2012, Zone A defined as areas subject to flooding by the specific insurance policy event generally determined by approximate methodologies. Because detailed hydrologic analyses have not been performed, no Base Flood Elevation (BFE) or Flood Depth (FD) are shown. Maximum Flood Insurance Purchase requirements and floodplain management standards apply).

PAYMENT IN LIEU OF PARCELS: The developer hereby pays the City of Kansas City, Missouri, a sum of \$16,000, in lieu of required parcel dedication for 38 single family units, pursuant to Section 88-409-C of the Zoning and Development Code.

MAINTENANCE OF TRACTS: The City is hereby authorized to accept Open Space and to be used as a dedicated facility and shall be maintained by the owner of the lot, street, and easement shown within this plat, pursuant to the Covenant to Maintain Open Space within the Post Hill Second Plat, recorded in the Public Records of Platte County, Missouri.

STREET GRADING: The Street Grades for HWY Skyview Avenue were previously established by Ordinance No. 186, passed May, 1934.

EXECUTION
 I, TESTAMATORY WITNESSES, the undersigned proprietors have caused this instrument to be executed this _____ day of _____, 2021.
 Titiny Reserve 26, LLC
 Titiny Gochis, Managing Member

STATE OF MO
 COUNTY OF JACKSON

BE IT REMEMBERED, that on this _____ day of _____, 2021, before me a Notary Public and for said County and State, came Titiny Gochis, Managing Member of Titiny Reserve 26, LLC, who is personally known to me to be the same person who executed the foregoing instrument of writing on behalf of said company, and he duly acknowledged the execution of the same to be his act and deed of said company.

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

Notary Public: My Appointment Expires: _____

CITY PLAT COMMISSIONER: PUBLIC WORKS
 Approved: Michael Oliver, Director

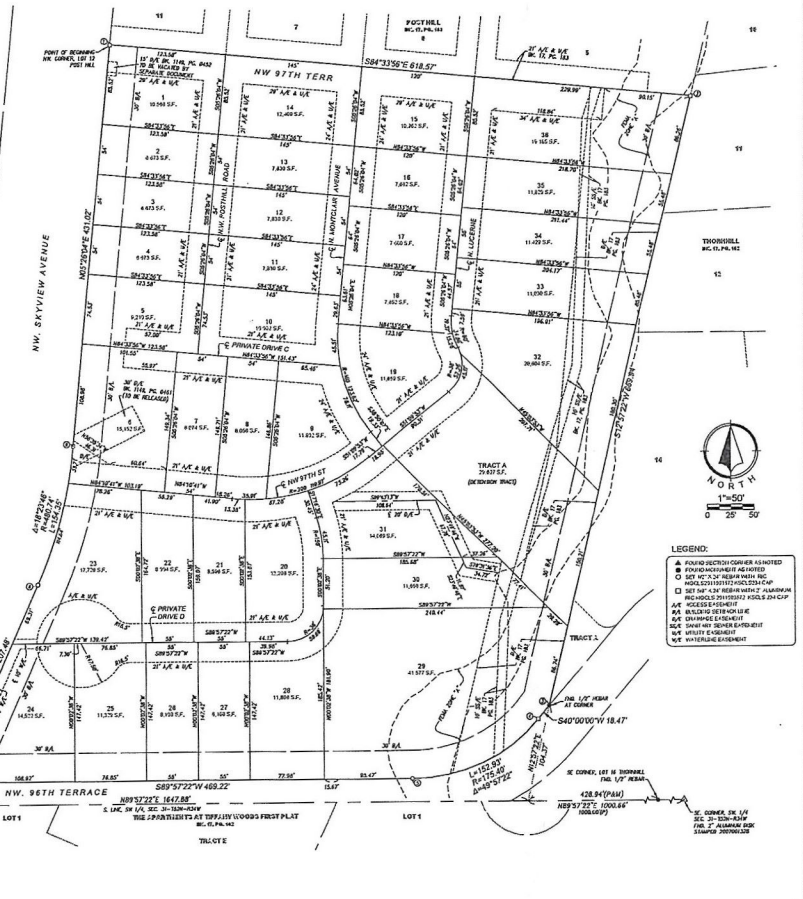
CITY COUNCIL
 This is to certify that the within Public Plat was read and Approved by the Council of Kansas City, Missouri, by Ordinance No. _____, duly published as provided on _____ day of _____, 2021.

Draftsman: Marty Sanders, City Clerk

J&A.M. Baughman, Missouri PL 201402076
 RE MO-PL 201810077
 jbaughman@rc-consult.com



Parcel	Survey	Area
1	344123738	20225.8163
2	344123739	80993.2640
3	344123740	19051.7000
4	344123741	20813.0001
5	344178182	18972.2913
6	344178178	33003.8781
7	344178172	80845.2362
8	344231813	45661.3319
9	344178169	80003.1713



SURVEYOR'S NOTES:

1. Bearings shown herein are Grid Bearings based on the Missouri Coordinate System of 1983, West Zone and tied to Control Monument "PL 201-201 Adjustment (PL 347,256.818 - E 872,818.688) of the Missouri Geographic Reference System, as developed from GPS observations, with a Grid Error of 0.00000000.
2. All bearings and distances shown on this plat are plotted and measured unless otherwise noted.
3. Property information taken from ASTA COMMITMENT FOR TITLE INSURANCE, issued by Stewart Title Guaranty Company, Commitment No. 897291, dated September 8, 2020.

POST HILL SECOND PLAT

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Date of Preparation: August 17, 2021
 Project: Renaissance Infrastructure Consulting
 Date of Issue: September 10, 2021
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