

Recorded in Clay County, Missouri



Recording Date/Time: 10/13/2015 at 10:25:31 AM

Instr #: 2015034644

Book: 7591 Page: 108

Type: ORD

Pages: 3

Fee: \$27.00 E 20150026908



Katee Porter
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

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.



Katee Porter
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

ORDINANCE NO. 140552

Approving the plat of Northview Meadows Third Plat, an addition in Clay 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. (SD1369B)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Northview Meadows Third Plat, a subdivision in Clay 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 Facility Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

ORDINANCE NO. 140552

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 plat has been released for recording, in the Office of the Recorder of Deeds of Clay County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly endorsed its approval of this plat.

Approved as to form and legality:



Sarah Baxter
Assistant City Attorney



Authenticated as Passed



Sly James, Mayor



Marilyn Sanders, City Clerk

JUL 31 2014

Date Passed

This is to certify that General Taxes for 20 14, 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, October 6, 2015



Recording Date/Time: 10/13/2015 at 10:25:31 AM

Instr #: 2015034646

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Type: REST

Pages: 10

Fee: \$51.00 S 20150026908



Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: Covenant Maintain Storm Water Detention Facility Plat of Northview Meadows Third Plat

DOCUMENT DATE: October 16, 2014

GRANTOR: BPI Midwest

GRANTEE: BPI Midwest

Grantee Mailing Address: 8901 N. Brighton Ave
(if applicable) Kansas City, MO 64156

LEGAL DESCRIPTION:
Exhibit "A"

REFERENCE BOOK & PAGE:
(if applicable)
See attached

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF NORTHVIEW MEADOWS THIRD PLAT**

THIS COVENANT made and entered into this 16 day of OCTOBER, 2014 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of BPI MIDWEST, a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the intersection of NE. 91st Street and N. Poplar Ave. in Kansas City, Clay 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 NORTHVIEW MEADOWS THIRD PLAT (**Plat**), in accordance with Chapter 66, 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 86 THRU 105 and Tracts of K, L as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of 86 THRU 105 and require preservation and maintenance of storm water detention facilities, located on Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST 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 Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST 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 K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT .

- f. Maintain the grades within Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2014-070B & 2007-139B.
- 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 K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST 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 Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT, and/or the owners of Lots 86 thru 105 served by the Facilities on Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT;
- b. Assess a lien on either the Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT or on the Lots 85 thru 105 or both served by the Facility on Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT ;
- c. Maintain suit against Owner, and/or the owner of Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT and/or the owners of Lots 85 thru 105 served by the Facilities on Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST 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 K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST PLAT and Lots 85 thru 105 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tract K within this Plat and Tract B of NORTHVIEW MEADOWS FIRST 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:
BPI Midwest, LLC
A Missouri Limited Liability Company
Kansas City, MO 64156
Ronald O. Baldwin
Phone: 816-734-4350 FAX: 816-734-4925

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 Clay 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:

Mary Ann
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this 16 day of October, 2014, before me, the undersigned, a notary public in and for the county and state aforesaid, came Robert Langenkamp, 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 BOUNDARY DESCRIPTION:

All that part of the Southwest Quarter of Section 5, Township 51, Range 32, in Kansas City, Clay County, Missouri, described as follows:

Beginning at a point on the boundary of NORTHVIEW MEADOWS FIRST PLAT, a Subdivision in said City, County and State, said point being the Southwest Corner of Lot 54 there of;

Thence along said boundary North 80° 05' 02" East (South 80° 05' 02" West platted), a distance of 158.57 feet, this and the following five (5) courses being along said boundary;

Thence South 03° 54' 50" East (North 03° 54' 50" West platted), a distance of 61.69 feet;

Thence South 14° 19' 42" East (North 14° 19' 42" West platted), a distance of 64.19 feet;

Thence South 37° 15' 19" East (North 37° 15' 19" West platted), a distance of 144.06 feet;

Thence South 39° 12' 34" East (North 39° 12' 34" West platted), a distance of 117.98 feet;

Thence South 89° 37' 51" East (North 89° 37' 51" West platted), a distance of 71.00 feet to the Southeast Corner of NORTHVIEW MEADOWS FIRST PLAT;

Thence departing said boundary South 00° 22' 09" West, along the East line of said Southwest Quarter-Section, said line also being the Centerline of North Brighton Avenue, a distance of 312.86 feet;

Thence North 89° 37' 51" West, a distance of 451.90 feet;

Thence North 44° 55' 16" West, a distance of 72.56 feet;

Thence North 45° 08' 53" West, a distance of 314.34 feet;

Thence North 83° 11' 09" West, a distance of 132.52 feet to a point on the boundary of NORTHVIEW MEADOWS FIRST PLAT, said point being the Southeast Corner of Lot 29 there of;

Thence along said boundary North 06° 48' 51" East (South 06° 48' 51" West platted), a distance of 300.00 feet, this and the following three (3) courses being along said boundary;

Thence South 83° 11' 09" East (North 83° 11' 09" West platted), a distance of 225.00 feet;

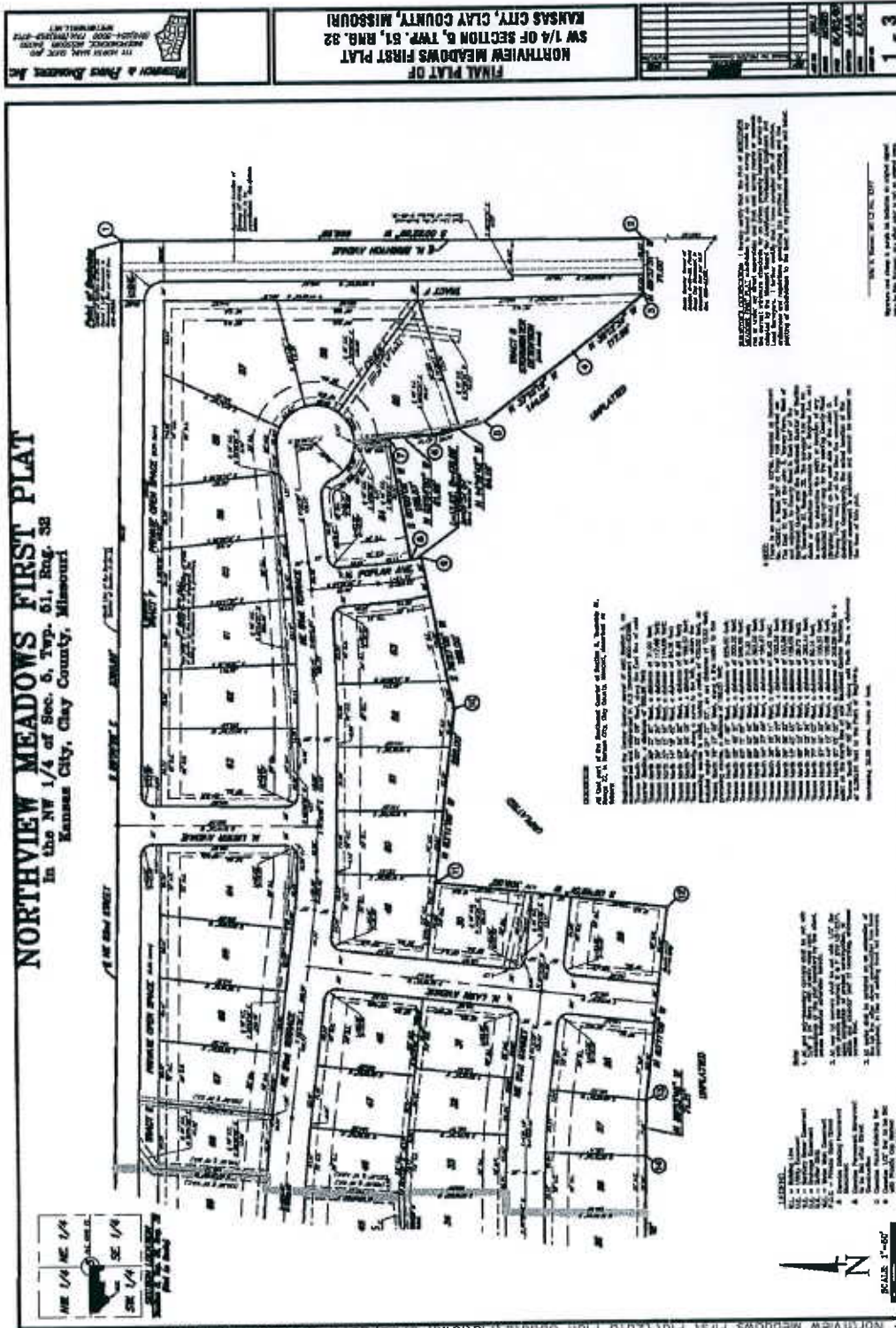
Thence North 78° 27' 05" East (South 78° 27' 05" West platted), a distance of 198.00 feet to a point on a curve;

Thence Northwesterly along said curve to the right, to which the preceding course is radial, having a radius of 475.00 feet, an arc distance of 13.53 feet to the Point of Beginning.

Containing 8.68 acres, more or less.

ALSO, Tract B, NORTHVIEW MEADOWS FIRST PLAT.

EXHIBIT "C"



0:\3513 - Northview Meadows First Plat\2010 Plan Update\Plot.dwg, B/28/2014 12:07:23 PM, T.K.O.

Recorded in Clay County, Missouri



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Instr #: 2015034647

Book: 7591 Page: 110

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Pages: 4

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Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

Title of Document: Extension of Declaration of Restrictions of Northview Meadows –
Northview Meadows Third Plat

Date of Document: August 19, 2015

Grantors: BPI Midwest, LLC

Grantee(s): BPI Midwest, LLC

Mailing Address(es): c/o Ronald O. Baldwin
8901 N. Brighton Avenue
Kansas City, MO 64156

Legal Description: *See Exhibit A*

Reference Book
and Page: Doc. # 2011018397 Book H / Page 23
Doc. # 2011018400 Book 6636 / Page 23
Doc. # 2011024203 Book 6662 / Page 40

**EXTENSION OF NORTHVIEW MEADOWS
DECLARATION OF RESTRICTIONS
NORTHVIEW MEADOWS THIRD PLAT**

THIS EXTENSION is made this 19th day of August, 2015, by **BPI MIDWEST, LLC**, hereinafter referred to as "Developer", a Limited Liability Company duly organized and existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, BPI MIDWEST, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, a Plat of the subdivision known as **NORTHVIEW MEADOWS FIRST PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 14th day of June, 2011, in Plat Book "H" at Page 23 under Document No. 2011018397, said plat having been previously approved by the City of Kansas City, Missouri; and

WHEREAS, BPI MIDWEST, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, a Northview Meadows Homeowners Association Declaration, on the June 14, 2011, in Book 6636 at Page 23 under Document No. 2011018400; and

WHEREAS, BPI MIDWEST, LLC, filed in the office of the Recorder of Deeds for Clay County, Missouri, a Declaration of Restrictions of Northview Meadows on August 3, 2011, in Book 6662 at Page 40 under Document No. 2011024203; and

WHEREAS, BPI MIDWEST, LLC, as the owner of all land described therein has filed in the office of the Recorder of Deeds of Clay County, Missouri, a plat of the subdivision known as **NORTHVIEW MEADOWS THIRD PLAT**, a subdivision in the City of Kansas City, County of Clay, State of Missouri, as Document No. 2015037645, appearing at Plat Cabinet H at Sleeve ¹⁴³20, on the 13th day of October, 2015, said plat having previously been approved by the City of Kansas City, Missouri; and

WHEREAS, said plat creates said **NORTHVIEW MEADOWS THIRD PLAT**, composed of the following described lots and tracts in said subdivision, to-wit:

Lots 86 through 105 and Tracts K and L, **NORTHVIEW MEADOWS THIRD PLAT**, a subdivision in Kansas City, Clay County, Missouri, said real property being more particularly described on Exhibit A.

WHEREAS, DEVELOPER, as the owner of all of the aforementioned lots and tracts of land so shown on the aforesaid Plat now desires to subject said land to all the terms, covenants and provisions of the Declaration of Restrictions of Northview Meadows, all for the use, benefit and betterment of the **DEVELOPER** and for its future grantees, successors and assigns.

NOW, THEREFORE, in consideration of the premises, the **DEVELOPER** for itself and for its successors and assigns and for its future grantees, hereby confirms that all of the lots and tracts of land shown on the above described to **NORTHVIEW MEADOWS THIRD**

PLAT, shall be and they are hereby made subject to all of the terms, covenants and conditions of the Declaration of Restrictions of Northview Meadows described above herein and duly recorded in the office of the Recorder of Deeds for Clay County, Missouri, just as if these instruments were set out herein in full so that all the terms and provisions thereof will apply to **NORTHVIEW MEADOWS THIRD PLAT**.

The terms, agreements and conditions of this instrument shall be binding upon the successors, grantees or assigns of the **DEVELOPER**.

IN WITNESS WHEREOF, DEVELOPER has caused this instrument to be executed the day and year first above written.

BPI MIDWEST, LLC, a Missouri Limited Liability Company

By: *Ronald O. Baldwin*
Ronald O. Baldwin, Manager

STATE OF MISSOURI)
)ss.
COUNTY OF CLAY)

On this 9th day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared **Ronald O. Baldwin**, Manager of **BPI MIDWEST, LLC**, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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

Seal:



Debra A. Smith
Notary Public
Debra A. Smith

EXHIBIT A

LEGAL DESCRIPTION

All that part of the Southwest Quarter of Section 5, Township 51, Range 32, in Kansas City, Clay County, Missouri, described as follows:

Beginning at a point on the boundary of NORTHVIEW MEADOWS FIRST PLAT, a Subdivision in said City, County and State, said point being the Southwest Corner of Lot 54 thereof;

Thence along said boundary North $80^{\circ} 05' 02''$ East (South $80^{\circ} 05' 02''$ West platted), a distance of 158.57 feet, this and the following five (5) courses being along said boundary;

Thence South $03^{\circ} 54' 50''$ East (North $03^{\circ} 54' 50''$ West platted), a distance of 61.69 feet;

Thence South $14^{\circ} 19' 42''$ East (North $14^{\circ} 19' 42''$ West platted), a distance of 64.19 feet;

Thence South $37^{\circ} 15' 19''$ East (North $37^{\circ} 15' 19''$ West platted), a distance of 144.06 feet;

Thence South $39^{\circ} 12' 34''$ East (North $39^{\circ} 12' 34''$ West platted), a distance of 117.98 feet;

Thence South $89^{\circ} 37' 51''$ East (North $89^{\circ} 37' 51''$ West platted), a distance of 71.00 feet to the Southeast Corner of NORTHVIEW MEADOWS FIRST PLAT;

Thence departing said boundary South $00^{\circ} 22' 09''$ West, along the East line of said Southwest Quarter-Section, said line also being the Centerline of North Brighton Avenue, a distance of 312.86 feet;

Thence North $89^{\circ} 37' 51''$ West, a distance of 451.90 feet;

Thence North $44^{\circ} 55' 16''$ West, a distance of 72.56 feet;

Thence North $45^{\circ} 08' 53''$ West, a distance of 314.34 feet;

Thence North $83^{\circ} 11' 09''$ West, a distance of 132.52 feet to a point on the boundary of NORTHVIEW MEADOWS FIRST PLAT, said point being the Southeast Corner of Lot 29 thereof;

Thence along said boundary North $06^{\circ} 48' 51''$ East (South $06^{\circ} 48' 51''$ West platted), a distance of 300.00 feet, this and the following three (3) courses being along said boundary;

Thence South $83^{\circ} 11' 09''$ East (North $83^{\circ} 11' 09''$ West platted), a distance of 225.00 feet;

Thence North $78^{\circ} 27' 05''$ East (South $78^{\circ} 27' 05''$ West platted), a distance of 198.00 feet to a point on a curve;

Thence Northwesterly along said curve to the right, to which the preceding course is radial, having a radius of 475.00 feet, an arc distance of 13.53 feet to the Point of Beginning.

Containing 8.68 acres, more or less.

Recorded in Clay County, Missouri



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Fee: \$33.00 S 20150026908



Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

Title of Document: Extension of Northview Meadows Homeowners Association Declaration

Date of Document: August 19, 2015

Grantors: BPI Midwest, LLC

Grantee(s): BPI Midwest, LLC

Mailing Address(es): c/o Ronald O. Baldwin
8901 N. Brighton Avenue
Kansas City, MO 64156

Legal Description: See Exhibit A

Reference Book
and Page:

Doc. # 2011018397 Book H / Page 23

Doc. # 2011018400 Book 6636 / Page 23

Doc. # 2011024203 Book 6662 / Page 40

**EXTENSION OF NORTHVIEW MEADOWS
HOMEOWNERS ASSOCIATION DECLARATION**

THIS EXTENSION is made this 19th day of August, 2015, by **BPI MIDWEST, LLC**, hereinafter referred to as "Developer", a Limited Liability Company duly organized and existing under the laws of the State of Missouri.

WITNESSETH:

WHEREAS, BPI MIDWEST, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, a Plat of the subdivision known as **NORTHVIEW MEADOWS FIRST PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 14th day of June, 2011, in Plat Book "H" at Page 23 under Document No. 2011018397, said plat having been previously approved by the City of Kansas City, Missouri; and

WHEREAS, BPI MIDWEST, LLC, filed in the Office of the Recorder of Deeds for Clay County, Missouri, a Northview Meadows Homeowners Association Declaration, on the June 14, 2011, in Book 6636 at Page 23 under Document No. 2011018400; and

WHEREAS, BPI MIDWEST, LLC, filed in the office of the Recorder of Deeds for Clay County, Missouri, a Declaration of Restrictions of Northview Meadows on August 3, 2011, in Book 6662 at Page 40 under Document No. 2011024203; and

WHEREAS, BPI MIDWEST, LLC, as the owner of all land described therein has filed in the office of the Recorder of Deeds of Clay County, Missouri, a plat of the subdivision known as **NORTHVIEW MEADOWS THIRD PLAT**, a subdivision in the City of Kansas City, County of Clay, State of Missouri, as Document No. 2015034645, appearing at Plat Cabinet H at Sleeve 142, on the 13th day of October, 2015, said plat having previously been approved by the City of Kansas City, Missouri; and

WHEREAS, said plat creates said **NORTHVIEW MEADOWS THIRD PLAT**, composed of the following described lots and tracts in said subdivision, to-wit:

Lots 86 through 105 and Tracts K and L, **NORTHVIEW MEADOWS THIRD PLAT**, a subdivision in Kansas City, Clay County, Missouri, said real property being more particularly described on Exhibit A.

WHEREAS, DEVELOPER, as the owner of all of the aforementioned lots and tracts of land so shown on the aforesaid Plat now desires to subject said land to all the terms, covenants and provisions of the Northview Meadows Homeowners Association Declaration, all for the use, benefit and betterment of the **DEVELOPER** and for its future grantees, successors and assigns.

NOW, THEREFORE, in consideration of the premises, the **DEVELOPER** for itself and for its successors and assigns and for its future grantees, hereby confirms that all of the lots

and tracts of land shown on the above described to **NORTHVIEW MEADOWS THIRD PLAT**, shall be and they are hereby made subject to all of the terms, covenants and conditions of the Northview Meadows Homeowners Association Declaration described above herein and duly recorded in the office of the Recorder of Deeds for Clay County, Missouri, just as if these instruments were set out herein in full so that all the terms and provisions thereof will apply to **NORTHVIEW MEADOWS THIRD PLAT**.

The terms, agreements and conditions of this instrument shall be binding upon the successors, grantees or assigns of the **DEVELOPER**.

IN WITNESS WHEREOF, DEVELOPER has caused this instrument to be executed the day and year first above written.

BPI MIDWEST, LLC, a Missouri Limited Liability Company

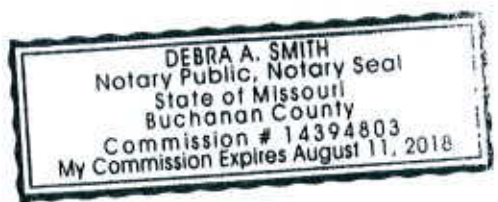
By: *Ronald O. Baldwin*
Ronald O. Baldwin, Manager

STATE OF MISSOURI)
)ss.
COUNTY OF CLAY)

On this 9th day of August, 2015, before me, a Notary Public in and for said County and State, personally appeared **Ronald O. Baldwin**, Manager of **BPI MIDWEST, LLC**, a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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

Seal:



Debra A. Smith
Notary Public
Debra A. Smith

EXHIBIT A

LEGAL DESCRIPTION

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Beginning at a point on the boundary of NORTHVIEW MEADOWS FIRST PLAT, a Subdivision in said City, County and State, said point being the Southwest Corner of Lot 54 thereof;

Thence along said boundary North 80° 05' 02" East (South 80° 05' 02" West platted), a distance of 158.57 feet, this and the following five (5) courses being along said boundary;

Thence South 03° 54' 50" East (North 03° 54' 50" West platted), a distance of 61.69 feet;

Thence South 14° 19' 42" East (North 14° 19' 42" West platted), a distance of 64.19 feet;

Thence South 37° 15' 19" East (North 37° 15' 19" West platted), a distance of 144.06 feet;

Thence South 39° 12' 34" East (North 39° 12' 34" West platted), a distance of 117.98 feet;

Thence South 89° 37' 51" East (North 89° 37' 51" West platted), a distance of 71.00 feet to the Southeast Corner of NORTHVIEW MEADOWS FIRST PLAT;

Thence departing said boundary South 00° 22' 09" West, along the East line of said Southwest Quarter-Section, said line also being the Centerline of North Brighton Avenue, a distance of 312.86 feet;

Thence North 89° 37' 51" West, a distance of 451.90 feet;

Thence North 44° 55' 16" West, a distance of 72.56 feet;

Thence North 45° 08' 53" West, a distance of 314.34 feet;

Thence North 83° 11' 09" West, a distance of 132.52 feet to a point on the boundary of NORTHVIEW MEADOWS FIRST PLAT, said point being the Southeast Corner of Lot 29 thereof;

Thence along said boundary North 06° 48' 51" East (South 06° 48' 51" West platted), a distance of 300.00 feet, this and the following three (3) courses being along said boundary;

Thence South 83° 11' 09" East (North 83° 11' 09" West platted), a distance of 225.00 feet;

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Thence Northwesterly along said curve to the right, to which the preceding course is radial, having a radius of 475.00 feet, an arc distance of 13.53 feet to the Point of Beginning.

Containing 8.68 acres, more or less.

Recorded in Clay County, Missouri



Recording Date/Time: 10/13/2015 at 10:25:31 AM

Instr #: 2015034649

Book: 7591 Page: 112

Type: SUB

Pages: 7

Fee: \$42.00 S 20150026908



Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: Subordination of Easement and Relocation Agreement

DOCUMENT DATE: July 31, 2015

GRANTOR: Kansas City Power & Light

GRANTEE: City of Kansas City, Missouri

Grantee Mailing Address: 8901 N. Brighton Ave.
(if applicable) Kansas City, MO 64156

LEGAL DESCRIPTION:

Exhibit "A"

REFERENCE BOOK & PAGE:

(if applicable)

See attached

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 31st day of July, 2015, between KANSAS CITY POWER & LIGHT (Grantor), BPI MIDWEST, LLC, (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, KANSAS CITY POWER & LIGHT has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Clay County, Missouri, in Book 267 at Page 109, parts of which are within the boundaries of a proposed street right-of-way to be known as N. BRIGHTON AVENUE, said street right of way being dedicated as part of the plat of *Northview Meadows 3rd Plat*, a subdivision in Kansas City, Clay County, Missouri;

WHEREAS, BPI MIDWEST, LLC, desires to have dedicated for public use as a part of N. BRIGHTON AVENUE, a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as N. BRIGHTON AVENUE, as described in the exhibit labeled "Subordination Sketch", a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit "A"

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, KCPL hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction

or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before August 1, 2017 [740 days after passage of final plat ordinance by City Council] in the Office of the Recorder of Deeds Platte County, Missouri; otherwise this agreement shall be null and void.

This indenture shall be binding upon the undersigned and its successors and assigns.

SIGNATURES ON FOLLOWING PAGES

DEVELOPER
BPI MIDWEST, LLC.

I hereby certify that I have authority
to execute this document on behalf
of Developer.

Name: BPI Midwest LLC

By: Chen Balwin

Title: Member

Date: 8-19-2015

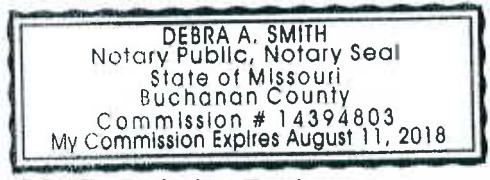
- Check one:
 Sole Proprietor
 Partnership
 Corporation
 Limited Liability
Company (LLC)

ACKNOWLEDGEMENT

State of Missouri)
County of Clay) Ss:

On this 19th day of August, 2015, before me personally appeared Chen Balwin, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ that he was authorized to do so.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.



My Commission Expires:
08/11/18

Debra A. Smith
Notary Public
Debra A. Smith

WEISKIRCH & PARKS ENGINEERS, INC.

MO. CERTIFICATE OF AUTHORITY

No. 001060

111 NORTH MAIN, SUITE #10

INDEPENDENCE, MISSOURI 64050

(816)254-5000 FAX:(816)252-9712

WPKC@WPEKC.COM



SUBORDINATION SKETCH EXHIBIT "A"

SCALE: 1"=150'

