

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
09/21/2015 04:50:07 PM
INSTRUMENT TYPE: ORDI FEE: \$27.00 4 PGS
NON-STANDARD FEE: EXEMPT



INSTRUMENT NUMBER / BOOK & PAGE

2015E0085127

Robert T. Kelly, Director, Recorder Of Deeds

**Jackson County
Recorder of Deeds
Exempt Document**

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document
in compliance with the laws of the
State of Missouri.



Robert T. Kelly, Recorder of Deeds
415 E. 12th Street, Room 104 112 W. Lexington, Suite 30
Kansas City, MO 64106 Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

ORDINANCE NO. 150724

Approving the plat of Switzer Apartments, an addition in Jackson County, Missouri; accepting various easements; vacating a portion of an alley and retaining an easement; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD1503)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Switzer Apartments, a subdivision in Jackson 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 portion of the north/south alleyway, located east of Madison Avenue, which is identified on the plat as right of way "to be vacated by this plat," is hereby vacated because the Council finds that no private rights will be unreasonably injured or endangered by this vacation and that the public will suffer no unreasonable loss or inconvenience thereby. The applicant must move utilities (if required) at the developer's expense and easement rights are being retained. This vacation does not become effective until the final plat is recorded.

ORDINANCE NO. 150724

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Retaining Wall in Right-of-Way Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. 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 Jackson County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on April 21, 2015.

Approved as to form and legality:



Sarah Baxter
Assistant City Attorney

This is to certify that General Taxes for 2014, 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, 9-16, 2015



Authenticated as Passed



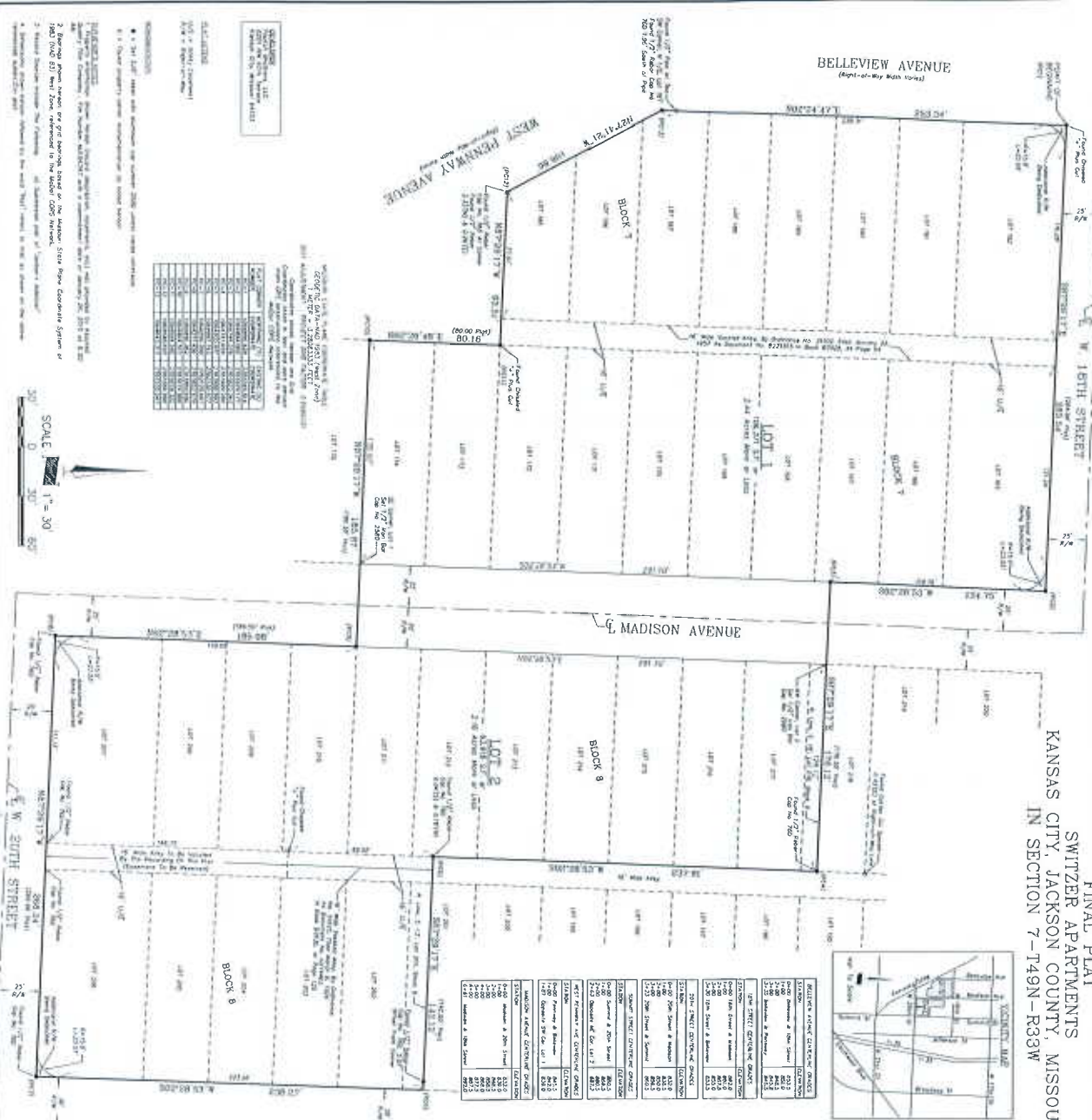
Marilyn Sanders, Mayor

Marilyn Sanders, City Clerk

AUG 03 2015

Date Passed

**FINAL PLAT
SWITZER APARTMENTS
KANSAS CITY, JACKSON COUNTY, MISSOURI
IN SECTION 7-149N-R33W**



SCALE
1" = 30'

NOTICES:

- 1. This Plat is subject to the provisions of Chapter 208, Revised Statutes of Missouri.
- 2. The State of Missouri has approved this Plat.
- 3. The State of Missouri has approved this Plat.
- 4. The State of Missouri has approved this Plat.

SECTION	DESCRIPTION	DATE
1-5	30' x 100' Block 7	2011
1-6	30' x 100' Block 8	2011
1-7	30' x 100' Block 9	2011
1-8	30' x 100' Block 10	2011

DEED RECORDATION: This plat is subject to the provisions of Chapter 208, Revised Statutes of Missouri.

REVISIONS:

DATE	REVISION
11/11/11	1. Add City Public Comments
11/11/11	2. Add Public Comments

FINAL PLAT

SWITZER APARTMENTS
KANSAS CITY, JACKSON COUNTY, MISSOURI

PREPARED BY:
FOURCH BROTHERS, LLC
1100 E. WENTWORTH AVENUE, SUITE 200
KANSAS CITY, MISSOURI 64108

LOWLACE & ASSOCIATES
17190 Southwest Loop, Suite 100, Overland Park, MO 66207
TEL: (913) 666-1111 FAX: (913) 666-1112

FINAL PLAT
DATE: 11/11/11

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

09/21/2015 04:50:07 PM

INSTRUMENT TYPE: MISC FEE: \$48.00 11 PGS
NON-STANDARD FEE: \$25.00



INSTRUMENT NUMBER / BOOK & PAGE

2015E0085129

Robert T. Kelly, Director, Recorder Of Deeds

**Jackson County
Recorder of Deeds
Non-Standard Document**

This document has been recorded and you have been charged the non-standard fee pursuant to RSMo 59.310.3.

This certificate has been added to your document in compliance with the laws of the State of Missouri.



Robert T. Kelly, Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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**COVENANT TO MAINTAIN RETAINING WALL FACILITIES
ADJACENT TO SUMMIT STREET AND EAST 20TH STREET
PLAT OF SWITZER APARTMENTS**

THIS AGREEMENT made and entered into as of the 10th day of SEPTEMBER, 2015, by and between the City of Kansas City, Missouri, a constitutionally chartered Municipal corporation (“**City**”), and Switzer Apartments, LLC a Missouri limited liability company, (“**Developer**”).

WHEREAS, Developer has an interest in certain real estate generally located in the area bounded by Summit Street on the west, East 20th Street on the north, Madison Avenue on the north, West Pennway Avenue on the northeast, Belleview Avenue on the east, and East 18th Street on the north, in Kansas City, Jackson County, Missouri, (“**Property**”) more specifically described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Developer intends to cause the Property to be platted as Final Plat of Switzer Apartments (“**Plat**”), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, the parties contemplate that one or more buildings will be rehabilitated on the Property; and

WHEREAS, the parties have determined that the rehabilitation of said buildings by Developer includes the continued use of the existing Retaining Wall and appurtenances on the Property (collectively “**Facilities**”) and located within areas legally described on Exhibit B (“**Wall Areas**”) attached hereto and incorporated herein by reference for purposes of defining the limits of the private property affected by the walls; and

WHEREAS, the City agrees to allow a deviation from its graded slopes (less than or equal to 3 horizontal to 1 vertical) regulations for the purpose of allowing the existing Retaining Wall to be adjacent to City right-of-way;

WHEREAS, the provisions for the maintenance of the retaining wall facility is necessary to serve the development;

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

Sec. 1. Scope: City and Developer enter into this Agreement for the purpose of providing for the maintenance of the Retaining Wall on the Property - Wall Area adjacent to City Right-of-way.

Sec. 2. City’s Obligations: City agrees to allow the rehabilitation and maintenance of the **Facilities** in the **Wall Areas**, in accordance with the plans submitted by Developer on file in the City Planning & Development Office under File No. CR201610216.

Sec. 3. Developer at its sole cost shall:

- a. Be responsible for the maintenance, repair and replacement if necessary of the **Facilities** within the **Wall Areas**;
- b. Maintain the grades, structures, grounds, and appurtenances for the **Facilities**;
- c. Keep the slopes and grades free of excessive erosion and rutting;
- d. Keep the **Facilities** in good structural condition or replace same if necessary.
- e. Mow the grass area within **Wall Areas**
- f. Maintain the grades within **Wall Areas** pursuant to the approved Plans.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 4. City is granted the right, but is not obligated to enter upon Wall Areas in order to maintain the Facilities including grades, structures, grounds, and appurtenances if Developer 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 the Developer, owner of **Wall Areas** or the owners of Lot 2 served by the Facilities on **Wall Areas**; (b) assess a lien on either the **Wall Areas** or on the Lot 2 or both served by the Facilities on **Wall Areas** and (c) maintain suit against the Developer, owner of **Wall Areas** and/or owners of Lot 2 served by the Facilities on Wall Areas for all cost incurred by the City for such maintenance. Unless necessitated by a threat to life and/or safety, City shall notify the Developer and/or the then current owners of **Wall Areas** and Lot 2 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 5. If City exercises its right herein, City shall have the right to use any materials it deems necessary for the maintenance of the Facilities and shall have any necessary rights of access to the Property for such maintenance.

Sec. 6. Developer shall not use nor attempt to use **Wall Areas** 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. 7. This covenant shall run with the land legally described in Exhibit "A". Developer shall remain liable under the terms of this Covenant unless and until Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 8. 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. 9. Status Report. Upon request by the City, Developer shall provide City with a report setting forth the then current condition and stability of the **Facilities** including the retaining walls, provided that City shall not request such report more than once during each three (3) calendar years during the period that this Agreement is in effect.

Sec. 10. 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 Public Works
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2615

Notice to Developer shall be addressed to:
Switzer Apartments, LLC
8201 NW 97th Terrace
Kansas City, Missouri 64153
ATTN: Steven D. Foutch
Telephone number: (816) 746-9100
Facsimile number: (816) 746-0031

Sec. 11. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City and Developer.

Sec. 12. Invalidity 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. 13. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 14. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Developer, its successors, assigns and transferees.

Sec. 15. Developer 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 Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facilities.

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ATTESTATION BY CITY CLERK:

[Signature]
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning &
Development

Approved as to form and legality:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this 10 day of September 2015 before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning & 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



DEVELOPER
SWITZER APARTMENTS, LLC,
a Missouri liability company

By: **SWITZER MANAGER, LLC,**
a Missouri limited liability company,
its Managing Member

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

By: [Signature]
Title: Member/Manager
Date: 8/31/15

Check one: () Sole Proprietor
() Partnership
() Corporation
(X) Limited Liability Company (LLC)
Attach corporate seal if applicable)

STATE OF Missouri)
) SS
COUNTY OF Platte)

BE IT REMEMBERED, that on the 31st day of August, 2015, before me, the undersigned notary public in and for the county and state aforesaid, came Steven D. Fouch to me personally known, who being by me duly sworn did say that he the Manager of Switzer Manager, LLC, a Missouri limited liability company, the Managing Member of Switzer Apartments, LLC, a Missouri limited liability company and that said instrument was signed on behalf of said Limited Liability Company by authority of its members and acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

Cara Knutson
Notary Public

My commission expires: 03/24/19

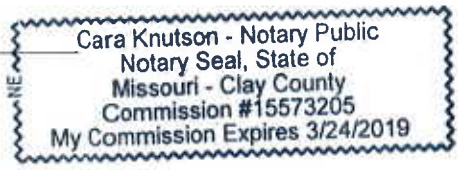


EXHIBIT A:
(THE PROPERTY):

TRACT 1

LEGAL DESCRIPTION:

ALL OF LOTS 165 THRU 174 AND 188 THRU 192 AND ALL THAT PART OF LOTS 185 THRU 187, BLOCK 7 AND ALL OF THE ALLEY VACATED BY ORDINANCE NUMBER 21102 FILED JANUARY 22, 1957 AS DOCUMENT NUMBER B221515 IN BOOK B7028 AT PAGE 54, AND ALL OF LOTS 202 THRU 217 AND ALL THAT PART OF LOTS 201 AND 218, BLOCK 8 AND ALL OF THE ALLEY VACATED BY ORDINANCE NUMBER 51625 FILED MARCH 8, 1926 AS DOCUMENT NUMBER A274465 IN BOOK B2636 AT PAGE 125 AND ALL OF THE VACATED ALLEY LYING BETWEEN AND ADJACENT TO SAID LOTS 203 THRU 210, JARBOE'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ALL OF THE ABOVE BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 49 NORTH, RANGE 33 WEST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 192, BLOCK 7 OF SAID JARBOE'S ADDITION; THENCE SOUTH 87°29'17" EAST ALONG THE NORTH LINE OF SAID BLOCK 7 AND THE SOUTH LINE OF 18TH STREET AS NOW ESTABLISHED A DISTANCE OF 283.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 165; THENCE SOUTH 02°28'53" WEST ALONG THE EAST LINE OF SAID BLOCK 7 AND THE WEST LINE OF MADISON AVENUE AS NOW ESTABLISHED A DISTANCE OF 134.75 FEET; THENCE SOUTH 87°29'17" EAST ALONG THE WESTERLY PROLONGATION OF AND THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 218 A DISTANCE OF 176.12 FEET TO THE EAST LINE OF SAID LOT 218; THENCE SOUTH 02°28'53" WEST ALONG THE EAST LINE OF SAID LOTS 212 THRU 218 A DISTANCE OF 237.91 FEET; THENCE SOUTH 87°29'17" EAST ALONG THE WESTERLY PROLONGATION OF AND THE NORTH LINE OF THE SOUTH 13.00 FEET OF SAID LOT 201 A DISTANCE OF 142.12 FEET TO THE EAST LINE THEREOF; THENCE SOUTH 02°28'53" WEST ALONG THE EAST LINE OF SAID BLOCK 8 AND THE WEST LINE OF SUMMIT STREET AS NOW ESTABLISHED A DISTANCE OF 238.27 FEET TO THE SOUTHEAST CORNER OF SAID LOT 206; THENCE NORTH 87°29'17" WEST ALONG THE SOUTH LINE OF SAID BLOCK 8 AND THE NORTH LINE OF 20TH STREET AS NOW ESTABLISHED A DISTANCE OF 268.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 207; THENCE NORTH 02°28'53" EAST ALONG THE WEST LINE OF SAID BLOCK 8 AND THE EAST LINE OF SAID MADISON AVENUE A DISTANCE OF 185.08 FEET; THENCE NORTH 87°29'17" WEST ALONG THE EASTERLY PROLONGATION OF AND THE SOUTH LINE OF SAID LOT 174 A DISTANCE OF 185.97 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02°26'48" EAST ALONG THE WEST LINE OF SAID LOTS 173 AND 174 A DISTANCE OF 80.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 173; THENCE NORTH 87°29'17" WEST ALONG THE EASTERLY PROLONGATION OF AND THE SOUTH LINE OF SAID LOT 185 A DISTANCE OF 93.51 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WEST PENNWAY AVENUE AS NOW ESTABLISHED; THENCE NORTH 27°41'21" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 106.86 FEET TO THE WEST

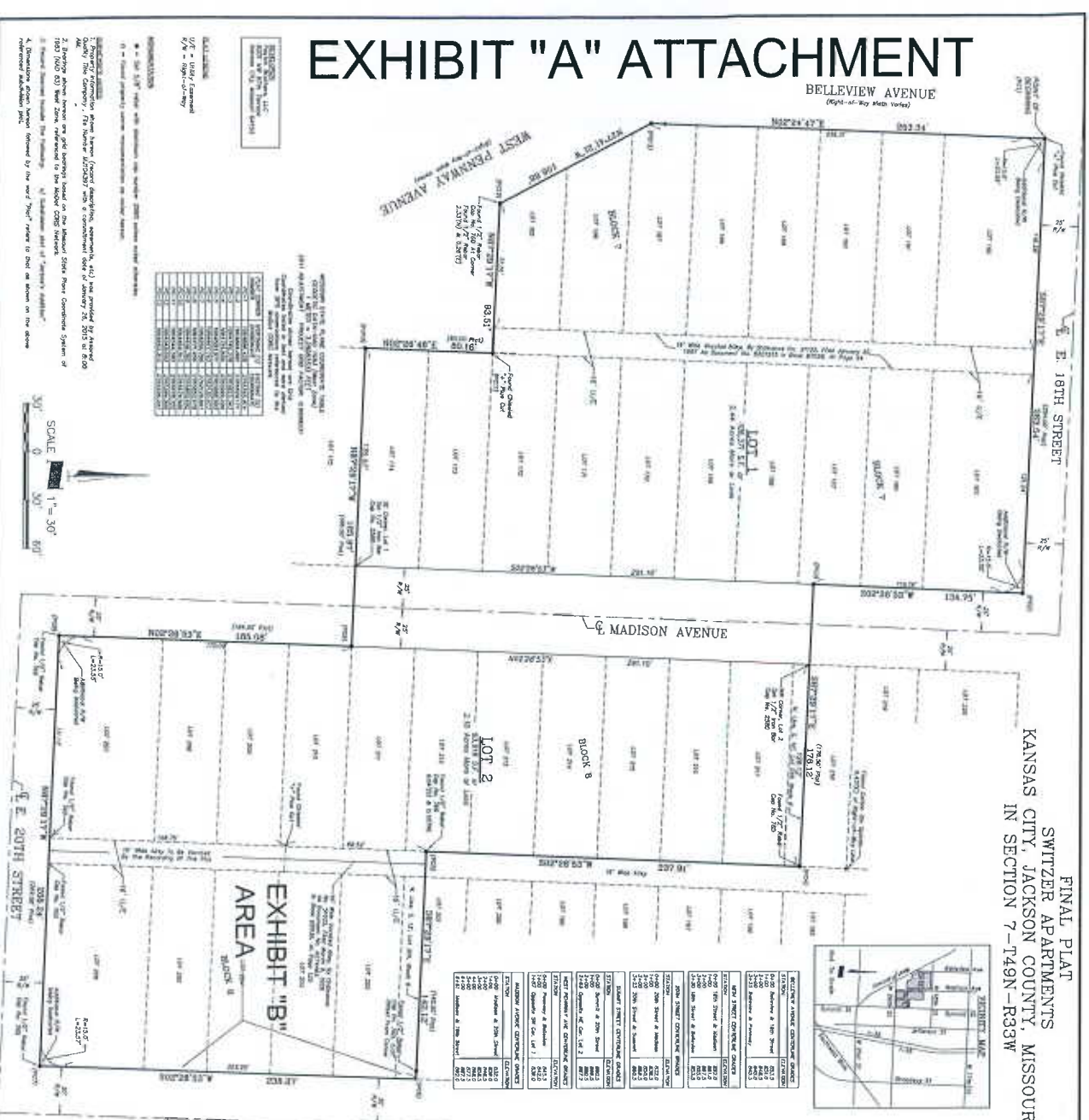
LINE OF SAID BLOCK 7; THENCE NORTH 02°24'47" EAST ALONG THE WEST LINE OF SAID BLOCK 7 AND THE EAST LINE OF BELLEVIEW AVENUE AS NOW ESTABLISHED A DISTANCE OF 253.34 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART DEDICATED AS PUBLIC RIGHT-OF-WAY FOR MADISON AVENUE.

THE ABOVE DESCRIBED TRACT CONTAINS A GROSS SQUARE FOOTAGE OF 214,843 SQUARE FEET OR 4.9321 ACRES MORE OR LESS AND A NET SQUARE FOOTAGE OF 200,289 SQUARE FEET OR 4.5980 ACRES MORE OR LESS.

-- END OF EXHIBIT A --

EXHIBIT "A" ATTACHMENT

BELLEVIEW AVENUE
(Right-of-Way Map, 1938)



FINAL PLAT
SWITZER APARTMENTS
KANSAS CITY, JACKSON COUNTY, MISSOURI
IN SECTION 7-149N-R33W



APARTMENT UNIT	APARTMENT NUMBER	APARTMENT TYPE	APARTMENT SIZE (SQ. FT.)	APARTMENT PRICE
101	101	1-Bedroom	750	\$85,000
102	102	1-Bedroom	750	\$85,000
103	103	1-Bedroom	750	\$85,000
104	104	1-Bedroom	750	\$85,000
105	105	1-Bedroom	750	\$85,000
106	106	1-Bedroom	750	\$85,000
107	107	1-Bedroom	750	\$85,000
108	108	1-Bedroom	750	\$85,000
109	109	1-Bedroom	750	\$85,000
110	110	1-Bedroom	750	\$85,000
111	111	1-Bedroom	750	\$85,000
112	112	1-Bedroom	750	\$85,000
113	113	1-Bedroom	750	\$85,000
114	114	1-Bedroom	750	\$85,000
115	115	1-Bedroom	750	\$85,000
116	116	1-Bedroom	750	\$85,000
117	117	1-Bedroom	750	\$85,000
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124	124	1-Bedroom	750	\$85,000
125	125	1-Bedroom	750	\$85,000
126	126	1-Bedroom	750	\$85,000
127	127	1-Bedroom	750	\$85,000
128	128	1-Bedroom	750	\$85,000
129	129	1-Bedroom	750	\$85,000
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196	196	1-Bedroom	750	\$85,000
197	197	1-Bedroom	750	\$85,000
198	198	1-Bedroom	750	\$85,000
199	199	1-Bedroom	750	\$85,000
200	200	1-Bedroom	750	\$85,000

EXHIBIT "B" AREA

LOT 2

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LOT 3

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FINAL PLAT

SWITZER APARTMENTS

KANSAS CITY, JACKSON COUNTY, MISSOURI

LOVELACE & ASSOCIATES

Land Surveying - Land Planning

10000 E. 12th Street, Suite 1000

Overland Park, MO 66214

Phone: (913) 241-2000

DATE: 10/15/2010

REVISION: 1

BY: J. Lovelace

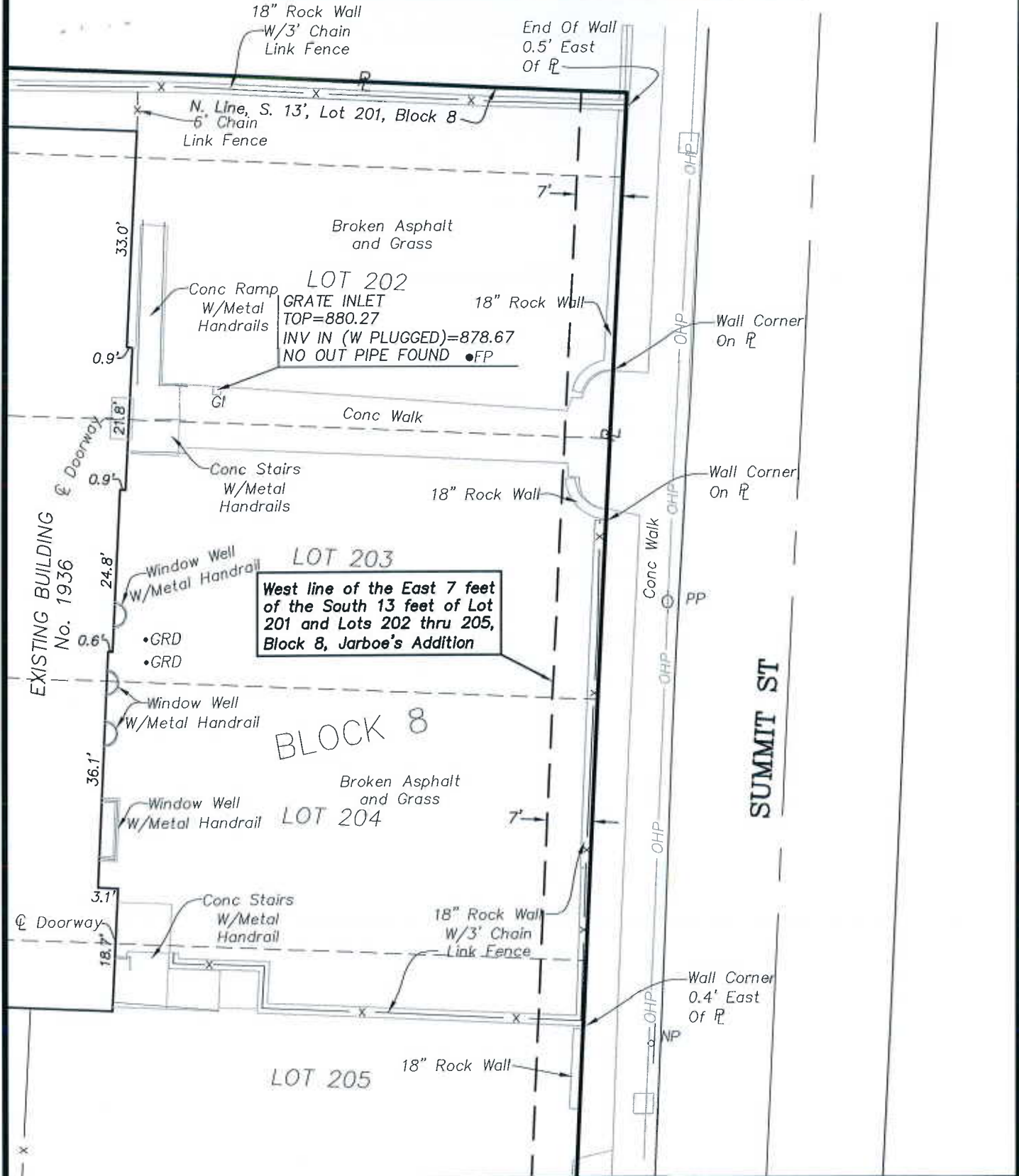
CHK: J. Lovelace

EXHIBIT B
(LEGAL DESCRIPTION OF WALL AREA):

DESCRIPTION:

THE EAST 7.00 FEET OF THE SOUTH 13.00 FEET OF LOT 201 AND THE EAST 7.00 FEET OF LOTS 202 THRU 205, ALL IN BLOCK 8, JARBOE'S ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ALL OF THE ABOVE BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 49 NORTH, RANGE 33 WEST

EXHIBIT "B" ATTACHMENT



LOVELACE & ASSOCIATES
 Land Surveying - Land Planning
 929 SE 3rd Street
 Lee's Summit, Missouri 64063
 Tel: (816) 347-9997 Fax: (816) 347-9979

Project No: 14464
 Drawn By: JBL
 Checked By: JBL
 Date: 08-28-2015
 Scale: 1" = 20'
 File Name: 14464 Topo

RETAINING WALL MAINTENANCE AREA
SWITZER APARTMENTS
 Kansas City, Jackson County, Missouri

Prepared For:
 FOUTCH BROTHERS, LLC
 8201 NW 97th Street Terrace
 Kansas City, Missouri 64153

PROPERTY INFORMATION

Owner:
 Switzer Apartments, LLC
 8201 NW 97th Street Terrace
 Kansas City, Missouri 64153

Parcel No.: 29-410-12-05-01-0-00-000
 Easement Tract No.: N/A

EXHIBIT
 SHEET 1 OF 1