

Recorded in Clay County, Missouri



Recording Date/Time: 04/17/2017 at 02:14:24 PM

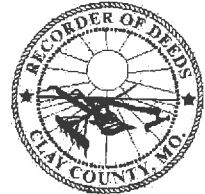
Instr #: 2017012058

Book: 7943 Page: 104

Type: ORD

Pages: 3

Fee: \$27.00 E 20170009581

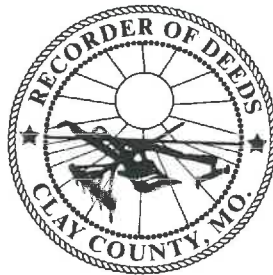


Katee Porter
Recorder of Deeds

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

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

STEWART

3

ORDINANCE NO. 160506

Stewart Title
01109-41577

Approving the plat of Steeple Oaks – Second Plat, an addition in Clay County, Missouri, generally located between N.W. 96th Street and N.W. 95th Terrace and west of N. Baltimore Avenue; accepting various easements; establishing grades on public ways; 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. (SD1222C)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Steeple Oaks – Second 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 Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities

ORDINANCE NO. 160506

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 Clay County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on June 21, 2016.

Approved as to form and legality:



Sarah Baxter
Assistant City Attorney

This is to certify that General Taxes for 20 16, 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, April 13, 2017



Authenticated as Passed


Sly James, Mayor
Marilyn Sanders, City Clerk

JUL 14 2016

Date Passed

Recorded in Clay County, Missouri



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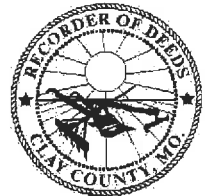
Instr #: 2017012060

Book: 7943 Page: 105

Type: REST

Pages: 9

Fee: \$48.00 \$ 20170009581



Katee Porter
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

Title of Document: Covenant To Maintain Storm Water Detention Facility Plat of Steeple Oaks Second Plat

Stewart Title
01109-41577

Date of Document: April 04, 2017

Grantor(s): Kansas City, Missouri

Grantee(s): PC Homes, LLC

Grantee(s) Mailing Address: 7607 NW John Anders Rd, Kansas City, MO 64152

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.

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF STEEPLE OAKS Second Plat**

THIS COVENANT made and entered into this 4th day of April, 2017, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation **(City)**, and of PC Homes, LLC a Missouri Limited Liability Company, (Developer) and Steeple Oaks Home Owners Association **(Owner)**.

WHEREAS, Developer has an interest in certain real estate generally located at the Northwest Corner of N Baltimore and NW 96th Street in Kansas City, of Clay 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 Plat of Steeple Oaks– 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 Lot E and Tract 7 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Developer on the Property warrant storm water control to serve Lot E require preservation and maintenance of storm water detention facilities, located on Tract A, Steeple Oaks– First Plat within the 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 Developer 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 A, Steeple Oaks – First Plat.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract A, Steeple Oaks – 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 A, Steeple Oaks – First Plat.

- f. Maintain the grades within Tract A, Steeple Oaks – First Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2006-014.
- 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, Steeple Oaks – 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 A Steeple Oaks – First Plat , and/or the owners of Lot E Steeple Oaks Second Plat served by the Facility on Tract A, Steeple Oaks – First Plat;
- b. Assess a lien on either the Tract A, Steeple Oaks – First Plat or on the Lot E Steeple Oaks Second Plat or both served by the Facility on Tract A, Steeple Oaks – First Plat;
- c. Maintain suit against Owner, and/or the owner of Tract A, Steeple Oaks – First Plat and/or the owners of Lot E Steeple Oaks Second Plat served by the Facility on Tract A, Steeple Oaks – 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 A, Steeple Oaks – First Plat and Lot E Steeple Oaks Second Plat not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tract A, Steeple Oaks – 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:
Steeple Oaks Home Owners Association
8300 NE Underground Drive, Suite 100
Kansas City, Missouri 64161

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, 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:

[Signature]
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

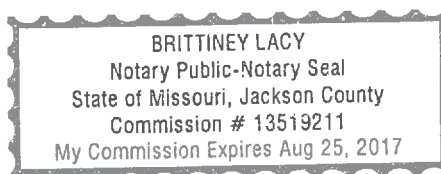
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 4th day of April, 2017, before me, the undersigned, a notary public in and for the county and state aforesaid, came Geoffrey 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: _____



OWNER

Steeple Oaks Home Owners Association
8300 NE Underground Drive, Suite 100
Kansas City, Missouri 64161

NAME Brian Mertz
PHONE 816 666 9016

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

By: [Signature]

Title: President

Date: 3/20/17

Check one:

- ☐ Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company (LLC)

Attach corporate seal if applicable

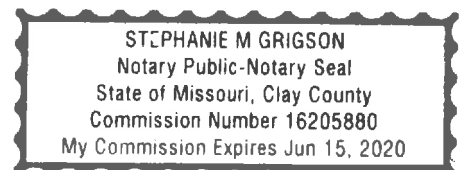
STATE OF MO)
COUNTY OF Platte) SS

BE IT REMEMBERED, that on the 20 day of March, 2017, before
me, the undersigned notary public in and for the county and state aforesaid, came
Brian Mertz, to me personally known, who being by me duly sworn did say that
he is President of Steeple Oaks HOA, and that said instrument was
signed on behalf of said LLC by authority of its members and acknowledged said instrument to
be the free act and deed of said LLC.

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

Stephanie M. Grigson
Notary Public

My commission expires: June 15, 2020



DEVELOPER

PC HOMES

7607 John Anders Road

Kansas City, Missouri 64152

Brian Mertz

816-616-9016 (phone)

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

By: TMZ

Title: Member

Date: 3/20/17

Check one:

() Sole Proprietor

() Partnership

() Corporation

(X) Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF MO)
COUNTY OF Platte) SS

BE IT REMEMBERED, that on the 20 day of March, 2017, before me, the undersigned notary public in and for the county and state aforesaid, came **Brian Mertz**, to me personally known, who being by me duly sworn did say that he is the manager and member of PC Homes, LLC,, and that said instrument was signed on behalf of said LLC by authority of its members and acknowledged said instrument to be the free act and deed of said LLC.

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

Stephanie M. Grigson
Notary Public

My commission expires: June 15, 2020

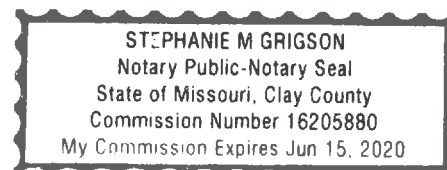


EXHIBIT "A"

A tract of land in the Southwest Quarter of Section 35, Township 52, Range 33 and the Northwest Quarter of Section 2, Township 51, Range 33, Kansas City, Clay County, Missouri, being bounded and described as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North $89^{\circ}41'51''$ West along the South line of said Southwest Quarter, 644.49 feet to a point of its intersection with the Southerly right-of-way line of NW 96th Street, as now described; thence Northwesterly along said Southerly right-of-way line, on a curve to the right, having an initial tangent bearing of North $66^{\circ}13'41''$ West, a radius of 1235.92 feet, a central angle of $19^{\circ}43'54''$, an arc distance of 425.63 feet; thence North $44^{\circ}54'09''$ West along said Southerly right-of-way line, 187.73 feet to the Northwest corner of STEEPLE OAKS – FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, said point being also the True Point of Beginning of the tract to be herein described; thence South $43^{\circ}27'47''$ West along the Westerly line of said STEEPLE OAKS – FIRST PLAT, 196.79 feet; thence Southerly along said Westerly line, on a curve to the right, having an initial tangent bearing of South $46^{\circ}32'13''$ East, a radius of 15.00 feet, a central angle of $89^{\circ}41'00''$, an arc distance of 23.48 feet; thence Southerly along said Westerly line, on a curve to the left, having a common tangent with the last described course, a radius of 625.00 feet, a central angle of $09^{\circ}09'38''$, an arc distance of 99.93 feet; thence North $46^{\circ}32'13''$ West along said Westerly line, 131.75 feet; thence South $23^{\circ}50'03''$ West along said Westerly line, 223.04 feet; thence South $15^{\circ}12'07''$ West along said Westerly line, 421.90 feet; thence South $04^{\circ}06'09''$ West along said Westerly line, 5.83 feet to a point on the Northerly right-of-way line of NW 95th Terrace, as now established; thence Westerly along said Northerly line, on a curve to the left, having an initial tangent bearing of North $85^{\circ}53'51''$ West, a radius of 459.72 feet, a central angle of $03^{\circ}14'13''$, an arc distance of 25.97 feet; thence North $12^{\circ}44'57''$ East, 414.71 feet to a point on the aforementioned North line of said Northwest Quarter; thence South $89^{\circ}41'51''$ East along said North line, 0.98 feet; thence North $13^{\circ}14'59''$ East, 441.28 feet; thence North $37^{\circ}10'06''$ East, 173.67 feet to a point on the aforementioned Southerly right-of-way line of said NW 96th Street; thence Southeasterly along said South right-of-way line, on a curve to the right, having an initial tangent bearing of South $53^{\circ}35'36''$ East, a radius of 1065.92 feet, a central angle of $07^{\circ}05'23''$, an arc distance of 131.90 feet; thence South $44^{\circ}54'09''$ East along said Southerly right-of-way line, 170.15 feet to the True Point of Beginning; also known as Tract 1, certificate of survey recorded in Book G, Page 140. Containing 2.69 acres, more or less.



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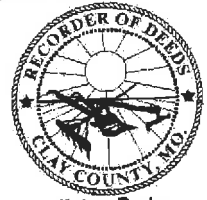
Instr #: 2017012061

Book: 7943 Page: 106

Type: REST

Pages: 5

Fee: \$36.00 S 20170009581



Katee Porter
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Stewart Title
01109-41577

Document Title: **Second Supplement to the Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Steeple Oaks**

Document Date: October 21, 2016

Grantor Names: PC Homes, LLC

Grantee Names: Steeple Oaks Homes Association, a Missouri mutual benefit nonprofit corporation, and its successors and assigns.

Statutory Address:

Legal Descriptions: See EXHIBITS A and B, attached hereto.

Reference Book and Page: Book 5471 Page 103 of the Clay County Records

**SECOND SUPPLEMENT TO THE DECLARATION OF HOMES ASSOCIATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
STEEPLE OAKS**

THIS SECOND SUPPLEMENT TO THE DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF STEEPLE OAKS, is made as of this 21 day of October, 2016 by PC HOMES, LLC, a Missouri limited liability company ("**Successor Developer**").

Recitals:

A. On August 21, 2006, HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri Corporation ("**Developer**") recorded that Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Steeple Oaks in Book 5471 at Page 103 of the Recorder of Deeds of Clay County, as supplemented and amended by that certain First Supplement thereto recorded on November 28, 2006 in Book 5563 at Page 173 in said Recorder of Deeds' Office (the "**Declaration**").

B. The Declaration encumbers that certain property known as "Steeple Oaks – First Plat", legally described in EXHIBIT A attached hereto (the "**Property**").

C. Pursuant to that Assignment of Developer Rights recorded on September 26, 2016 in Book 7814 at Page 116, Developer assigned and transferred unto the Successor Developer all of the Developer's rights, reservations, privileges and obligations under the Declaration.

D. The Successor Developer owns the real property located in Kansas City, Missouri (the "**City**"), legally described as set forth on EXHIBIT B attached hereto (the "**Expansion Property**").

E. Pursuant to Article 13 of the Declaration, the Successor Developer has the absolute right to unilaterally expand the Property by filing one or more supplemental declarations of record in the Office of the Recorder of Deeds for Clay County, Missouri.

F. The Developer desires to add the Expansion Property to the Property, which Expansion Property shall be subject to the terms and conditions of the Declaration.

Agreement:

NOW, THEREFORE, the Successor Developer hereby amends the Declaration in accordance with the following:

1. **Definitions.** Pursuant to Article 1 of the Declaration, any capitalized terms but not defined herein shall have the meanings set forth in the Declaration.

2. **Submission and Addition of Expansion Property.** The Expansion Property is hereby added to the Property and submitted to the terms and conditions of the Declaration. All definitions used in this Declaration shall be automatically expanded to include the Expansion Property.

3. **Ratification.** The Declaration, as amended hereby, is hereby ratified and remains in full force and effect.

<<Successor Developer's Signature is on the following Page>>

IN WITNESS WHEREOF, the Successor Developer has executed this Supplement effective as of the day and year first above written.


Successor Developer: PC HOMES, LLC,
a Missouri limited liability company

By: 
Brian Mertz, *Manager*

STATE OF MO)
) ss:
COUNTY OF Clay)

On October 21, 2016, before me, Brian Mertz, personally appeared BRIAN MERTZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

My Commission Expires: 6.15.20

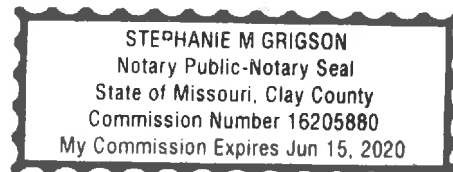


Exhibit A

A tract of land in the Southwest Quarter of Section 35, Township 52, Range 33 and the Northwest Quarter of Section 2, Township 51, Range 33, Kansas City, Clay County, Missouri, being described as follows: Commencing at the Northeast corner of the Northwest corner of said Section 2; thence North $89^{\circ}41'51''$ West, along the North line of said Northwest Quarter, 626.55 feet to its intersection with the South right-of-way line of Northeast 96th Street, as recorded in Book 1205 at Page 758 in the office of the Recorder of Deeds in Clay County, Missouri, said point being the True Point of Beginning of the tract to be herein described; thence continuing North $89^{\circ}41'51''$ West, along said North line, 94.44 feet; thence South $04^{\circ}26'29''$ West (Deed - South $04^{\circ}00'00''$ West), 774.86 feet (Deed - 778.93 feet) to a point on the Northerly right-of-way line of Northeast 95th Terrace, as now established; thence North $77^{\circ}02'07''$ West (Deed - North $77^{\circ}19'23''$ West) along said Northerly right-of-way line, 90.05 feet (Deed - 91.87 feet), thence North $75^{\circ}09'07''$ West (Deed - North $75^{\circ}26'23''$ West) along said Northerly right-of-way line, 83.70 feet; thence North $70^{\circ}59'07''$ West (Deed - North $71^{\circ}16'23''$ West) along said North right-of-way line, 77.00 feet; thence North $66^{\circ}32'07''$ West (Deed - North $66^{\circ}49'23''$ West) along said Northerly right-of-way line, 74.00 feet; thence North $57^{\circ}21'07''$ West (Deed - North $57^{\circ}28'23''$ West) along said Northerly right-of-way line, 77.00 feet; thence North $52^{\circ}44'07''$ West (Deed - North $53^{\circ}01'23''$ West) along said Northerly right-of-way line, 175.95 feet; thence Westerly, along said Northerly right-of-way line on a curve to the left, tangent to the last described course, having a radius of 459.72 feet, a central angle of $36^{\circ}23'56''$, an arc distance of 292.05 feet; thence North $12^{\circ}44'57''$ East, 414.71 feet to a point on the aforementioned North line of said Northwest Quarter; thence South $89^{\circ}41'51''$ East along said North line, 0.98 feet; thence North $13^{\circ}14'59''$ East, 441.28 feet; thence North $37^{\circ}10'06''$ East, 173.67 feet to a point on the Southerly right-of-way line of NE 96th Street, as now established; thence Southeasterly along said South right-of-way line, on a curve to the right, having an initial tangent bearing of South $53^{\circ}35'36''$ East, a radius of 1065.92, a central angle of $07^{\circ}05'23''$, an arc distance of 131.90 feet; thence South $44^{\circ}54'09''$ East, along said South right-of-way line, 357.88 feet; thence Southeasterly, along said South right-of-way line on a curve to the left, tangent to the last described course, having a radius of 1235.92 feet, a central angle of $19^{\circ}43'54''$, an arc distance of 425.63 feet to the True Point of Beginning. Containing 17.53 acres, more or less.

Exhibit B

LEGAL DESCRIPTION OF EXPANSION PROPERTY

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 52, RANGE 33 AND THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 51, RANGE 33, KANSAS CITY, CLAY COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°41'51" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 644.49 FEET TO A POINT OF ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NW 96TH STREET, AS NOW DESCRIBED; THENCE LEGAL NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 66°13'41" WEST, A RADIUS OF 1235.92 FEET, A CENTRAL ANGLE OF 19°43'54", AN ARC DISTANCE OF 425.63 FEET; THENCE NORTH 44°54'09" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 187.73 FEET TO THE NORTHWEST CORNER OF STEEPLE OAKS - FIRST PLAT, A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI, SAID POINT BEING ALSO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE SOUTH 43°27'47" WEST ALONG THE WESTERLY LINE OF SAID STEEPLE OAKS - FIRST PLAT, 196.79 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 46°32'13" EAST, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°41'00", AN ARC DISTANCE OF 23.48 FEET; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, ON A CURVE TO THE LEFT, HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE, A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 09°09'38", AN ARC DISTANCE OF 99.93 FEET; THENCE NORTH 46°32'13" WEST ALONG SAID WESTERLY LINE, 131.75 FEET; THENCE SOUTH 23°50'03" WEST ALONG SAID WESTERLY LINE, 223.04 FEET; THENCE SOUTH 15°12'07" WEST ALONG SAID WESTERLY LINE, 421.90 FEET; THENCE SOUTH 04°06'09" WEST ALONG SAID WESTERLY LINE, 5.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW 95TH TERRACE, AS NOW ESTABLISHED; THENCE WESTERLY ALONG SAID NORTHERLY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 85°53'51" WEST, A RADIUS OF 459.72 FEET, A CENTRAL ANGLE OF 03°14'13", AN ARC DISTANCE OF 25.97 FEET; THENCE NORTH 12°44'57" EAST, 414.71 FEET TO A POINT ON THE AFOREMENTIONED NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°41'51" EAST ALONG SAID NORTH LINE, 0.98 FEET; THENCE NORTH 13°14'59" EAST, 441.28 FEET; THENCE NORTH 37°10'06" EAST, 173.67 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF SAID NW 96TH STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 53°35'36" EAST, A RADIUS OF 1065.92 FEET, A CENTRAL ANGLE OF 07°05'23", AN ARC DISTANCE OF 131.90 FEET; THENCE SOUTH 44°54'09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 170.15 FEET TO THE TRUE POINT OF BEGINNING; ALSO KNOWN AS TRACT 1, CERTIFICATE OF SURVEY RECORDED IN BOOK G, PAGE 140. CONTAINING 2.69 ACRES, MORE OR LESS.