

Recorded in Platte County, Missouri



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Instr #: 2025002339

Pages: 15

Fee: \$88.00 N 20250002167

AMANDA ROLLER KIMLEY – HORN



Christopher L. Wright
Recorder of Deeds

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 FACILITY
PLAT OF WOODHAVEN – 2ND PLAT**

THIS COVENANT made and entered into this 29th day of January, 202~~4~~⁵, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Ashlar Homes, LLC, a Missouri limited liability company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the south side of N.W. 100th Street between N. Green Hills Road to the west and N. Platte Purchase Drive to the east 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 Woodhaven – 2nd 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 201 through 261 and Tracts of 2A, 2B and 2C as shown on Exhibit B attached hereto.

WHEREAS, the improvements proposed by Owner on the Property warrant storm water control to serve Lots 201 through 245 and 250 through 261 and require preservation and maintenance of storm water detention facilities, located on Tract of 2A 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 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 2A.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract 2A.
- 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 2A.
- f. Maintain the grades within Tract 2A pursuant to the approved plan on file in the office of the KC Water and identified as File No 2024-055.

- 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 2A 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 2A and/or the owners of Lots 201 through 245 and 250 through 261 served by the Facility on Tract 2A;
- b. Assess a lien on either the Tract 2A or on the Lots 201 through 245 and 250 through 261 or both served by the Facility on Tract 2A;
- c. Maintain suit against Owner, and/or the owner of Tract 2A and/or the owners of Lots 201 through 245 and 250 through 261 served by the Facility on Tract 2A 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 2A and Lots 201 through 245 and 250 through 261 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tract 2A 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:
KC Water

4800 East 63rd Street
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:
Ashlar Homes, LLC,
a Missouri limited liability company
2800 NW Hunter Drive
Blue Springs, Missouri 64015
Shawn Woods
(816) 200-0609

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

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

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

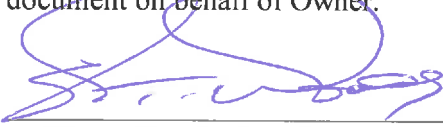
Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Platte, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

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.

OWNER

Ashlar Homes, LLC,
a Missouri limited liability company
2800 NW Hunter Drive
Blue Springs, Missouri 64015
(816) 200-0609

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

By: 

Shawn Woods, Member

Date: 1/20/25

Check one:

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

Attach corporate seal if applicable

STATE OF MO)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 20 day of January, 2024⁵, before me, the undersigned notary public in and for the county and state aforesaid, came Shawn Woods, to me personally known, who being by me duly sworn did say that he is the Member of Ashlar Homes, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company 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.

Notary Public

My commission expires: 4.29.26

TIFFANY GEORGIA FORD
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 18316949
My Commission Expires 04-29-2026

EXHIBIT A
Legal Description

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 52 NORTH, RANGE 33 WEST, AND A PORTION OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN THE CITY OF KANSAS CITY, PLATTE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, SOUTH 89°59'03" WEST, 591.26 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, NORTH 34°46'48" EAST, 81.60 FEET;

THENCE, NORTH 32°24'42" EAST, 135.00 FEET;

THENCE, NORTH 57°22'05" WEST, 0.23 FEET;

THENCE, NORTH 32°37'55" EAST, 60.00 FEET;

THENCE, NORTH 32°24'42" EAST, 66.08 FEET;

THENCE, NORTH 57°35'18" WEST, 115.00 FEET;

THENCE, NORTH 32°24'42" EAST, 50.00 FEET;

THENCE, NORTH 57°36'56" WEST, 50.00 FEET;

THENCE, SOUTH 32°24'42" WEST, 0.42 FEET;

THENCE, NORTH 57°22'05" WEST, 61.00 FEET;

THENCE, SOUTH 32°24'42" WEST, 115.00 FEET;

THENCE, NORTH 57°22'05" WEST, 1.81 FEET;

THENCE, SOUTH 32°37'55" WEST, 175.00 FEET;

THENCE, NORTH 57°22'05" WEST, 53.61 FEET;

THENCE, SOUTH 89°59'03" WEST, 637.51 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, WESTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 379.30 FEET, THROUGH A CENTRAL ANGLE OF 11°24'13", AN ARC DISTANCE OF 75.49 FEET;

THENCE, NORTH 11°25'10" WEST, 118.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 14°08'46" EAST, 220.00 FEET;

THENCE, NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 220.00 FEET, THROUGH A CENTRAL ANGLE OF 00°54'25", AN ARC DISTANCE OF 3.48 FEET;

THENCE, NORTH 13°14'21" WEST, 175.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 13°14'21" EAST, 395.00 FEET;

THENCE, EASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 395.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'53", AN ARC DISTANCE OF 70.54 FEET;

THENCE, NORTH 02°23'43" WEST, 98.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 25°37'51" EAST, 640.00 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 640.00 FEET, THROUGH A CENTRAL ANGLE OF 27°17'01", AN ARC DISTANCE OF 304.76;

THENCE, SOUTH 59°21'48" WEST, 113.45 FEET;

THENCE, NORTH 85°14'09" WEST, 50.00 FEET;

THENCE, NORTH 89°41'32" WEST, 133.73 FEET;

THENCE, SOUTH 03°12'26" EAST, 150.73 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 39°26'33", AN ARC DISTANCE OF 234.06 FEET;

THENCE, SOUTH 42°38'59" EAST, 65.21 FEET;

THENCE, SOUTH 47°21'01" WEST, 130.00 FEET;

THENCE, NORTH 42°38'59" WEST, 32.72 FEET;

THENCE, SOUTH 47°21'01" WEST, 60.00 FEET;

THENCE, SOUTH 47°20'56" WEST, 130.00 FEET;

THENCE, SOUTH 70°21'06" WEST, 72.22 FEET;

THENCE, SOUTH 01°00'02" EAST, 185.87 FEET;

THENCE, SOUTH 54°47'01" EAST, 44.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 36°03'13" WEST, 177.46 FEET;

THENCE, SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 177.46 FEET, THROUGH A CENTRAL ANGLE OF 47°46'11", AN ARC DISTANCE OF 147.96 FEET;

THENCE, SOUTH 00°40'01" WEST, 42.43 FEET;

THENCE, SOUTH 46°37'36" EAST, 47.74 FEET;

THENCE, NORTH 83°16'04" EAST, 71.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 67°32'01" EAST, 610.00 FEET;

THENCE, SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 610.00 FEET, THROUGH A CENTRAL ANGLE OF 22°49'16", AN ARC DISTANCE OF 242.97 FEET;

THENCE, NORTH 44°42'45" EAST, 130.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 44°42'45" EAST, 480.00 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 480.00 FEET, THROUGH A CENTRAL ANGLE OF 07°45'59", AN ARC DISTANCE OF 65.06';

THENCE, NORTH 52°28'43" EAST, 179.18 FEET;

THENCE, NORTH 22°06'38" WEST, 79.94 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 290.00 FEET,
THROUGH A CENTRAL ANGLE OF 11°32'07", AN ARC DISTANCE OF 58.39 FEET;

THENCE, NORTH 88°51'31" EAST, 125.16 FEET;

THENCE, NORTH 01°11'12" WEST, 39.67 FEET;

THENCE, NORTH 88°48'48" EAST, 50.00 FEET;

THENCE, NORTH 89°59'03" EAST, 885.75 FEET;

THENCE, NORTH 34°46'48" EAST, 53.50 FEET TO THE TRUE POINT OF BEGINNING, PREPARED BY ANNE
M. SMOKE, MISSOURI PLS 2016019010, ON JUNE 20, 2024.

CONTAINS 19.36 ACRES, MORE OR LESS.

EXHIBIT B
Plat

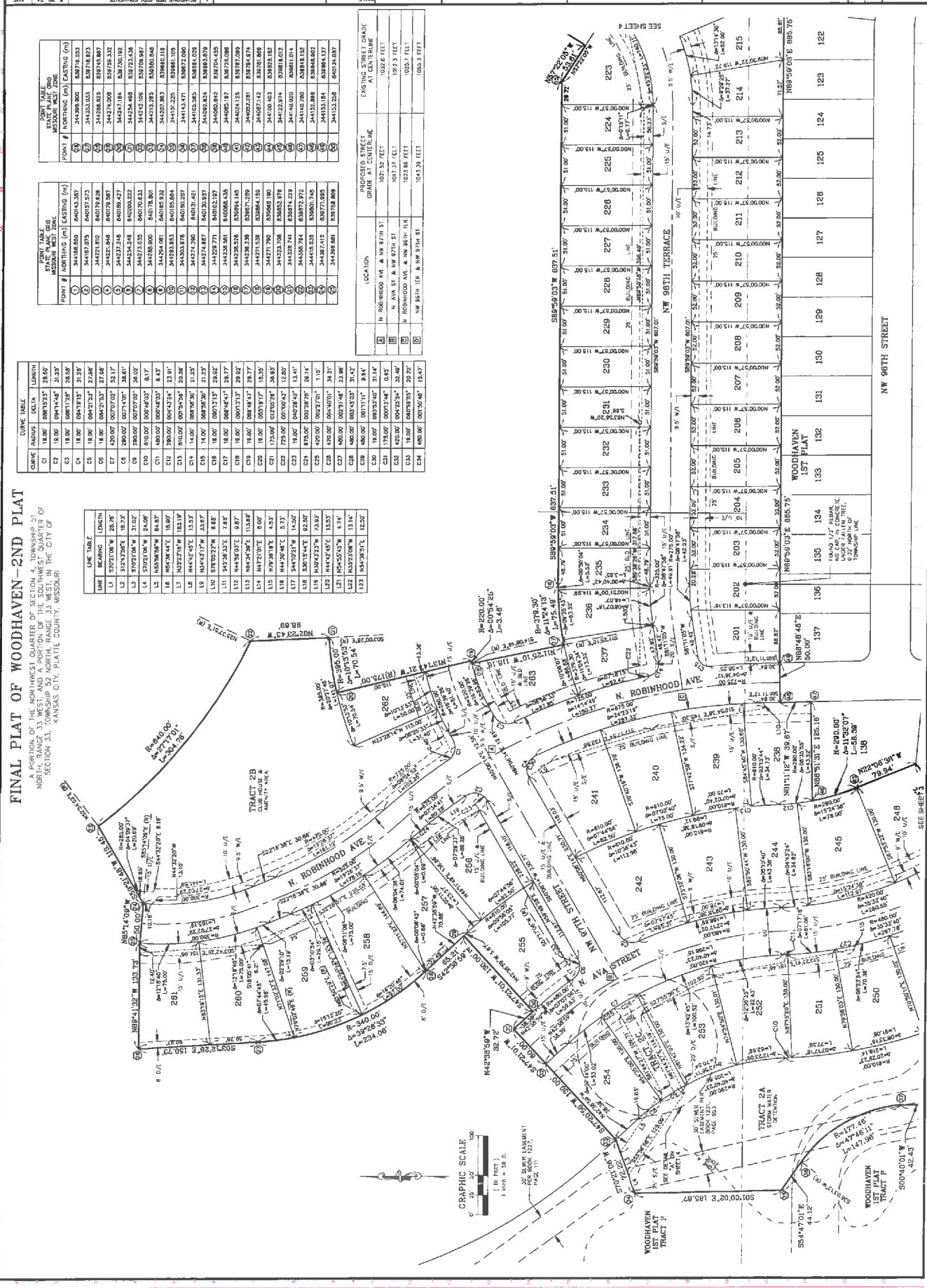
2 OF 4

WOODHAVEN
2ND PLAT

MINNEY
1554 W. W. 51ST ST. #100
PH. (913) 766-5141
WWW.MINNEYSURVEY.COM

Kimley-Horn
2001 WEST 42ND AND ARROWHEAD BL.
SUITE 200, OVERLAND PARK, KS 66204
TEL. (913) 661-1000
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: KIMLEY-HORN
CHECKED BY: KIMLEY-HORN
DATE: 11-19-24
BY: KIMLEY-HORN



FINAL PLAT OF WOODHAVEN-2ND PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 51 NORTH, RANGE 33 WEST, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN THE CITY OF SECTION 25, KANSAS CITY, PLATE COUNTY, MISSOURI.

LINE TABLE

LINE	BEARING	LENGTH
L1	S70°17'06"W	26.97'
L2	S1°42'56"E	18.37'
L3	S70°17'06"W	31.02'
L4	S70°17'06"W	24.00'
L5	N55°58'36"W	84.87'
L6	N45°58'44"E	18.80'
L7	N52°27'54"W	18.11'
L8	N44°42'42"E	13.57'
L9	N44°42'42"E	13.57'
L10	S79°52'27"W	8.85'
L11	S43°34'33"E	7.85'
L12	N44°58'03"E	9.87'
L13	N45°24'46"E	11.89'
L14	N47°17'07"E	8.00'
L15	S79°30'17"E	4.53'
L16	N44°58'42"E	5.33'
L17	N44°58'42"E	14.50'
L18	S30°35'43"E	62.50'
L19	N50°23'22"W	33.53'
L20	N44°42'42"E	13.57'
L21	N45°58'36"W	84.87'
L22	N45°58'36"W	84.87'
L23	N44°42'42"E	13.57'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	18.00'	68°17'37"	28.60'
C2	18.00'	69°14'46"	31.25'
C3	18.00'	68°17'37"	28.60'
C4	18.00'	69°14'46"	31.25'
C5	18.00'	68°17'37"	27.68'
C6	18.00'	69°14'46"	27.68'
C7	420.00'	60°17'02"	58.17'
C8	380.00'	60°17'01"	38.61'
C9	380.00'	60°17'02"	38.02'
C10	810.00'	60°47'37"	61.7'
C11	480.00'	60°47'37"	64.5'
C12	280.00'	60°47'34"	23.91'
C13	810.00'	60°47'36"	23.36'
C14	14.00'	60°47'36"	21.25'
C15	14.00'	60°47'36"	21.25'
C16	18.00'	60°17'31"	29.02'
C17	18.00'	60°47'31"	29.67'
C18	18.00'	60°17'31"	29.67'
C19	18.00'	60°47'31"	29.67'
C20	18.00'	60°17'31"	29.67'
C21	18.00'	60°47'31"	29.67'
C22	725.00'	60°47'31"	12.60'
C23	18.00'	60°47'31"	13.41'
C24	875.00'	60°47'31"	28.12'
C25	400.00'	60°27'01"	31.12'
C26	400.00'	60°27'01"	31.12'
C27	400.00'	60°27'01"	31.12'
C28	400.00'	60°27'01"	31.12'
C29	400.00'	60°27'01"	31.12'
C30	400.00'	60°27'01"	31.12'
C31	400.00'	60°27'01"	31.12'
C32	400.00'	60°27'01"	31.12'
C33	400.00'	60°27'01"	31.12'
C34	400.00'	60°27'01"	31.12'

POINT TABLE

POINT #	NORTHING (m)	EASTING (m)
1	344188.850	840143.307
2	344187.875	840178.823
3	344186.823	840178.823
4	344176.008	840178.823
5	344251.648	840178.823
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99	344251.648	840178.823
100	344251.648	840178.823

PROPOSED STREET GRADE AT CENTERLINE

LOCATION	GRADE AT CENTERLINE
N. ROBINHOOD AVE. & NW 97TH ST.	1021.52 FEET
N. AYA ST. & NW 97TH ST.	1021.27 FEET
N. ROBINHOOD AVE. & NW 96TH ST.	1023.86 FEET
NW 96TH ST. & NW 97TH ST.	1023.39 FEET
NW 96TH ST. & NW 98TH ST.	1023.39 FEET

WOODHAVEN
2ND PLAT
KANSAS CITY MO

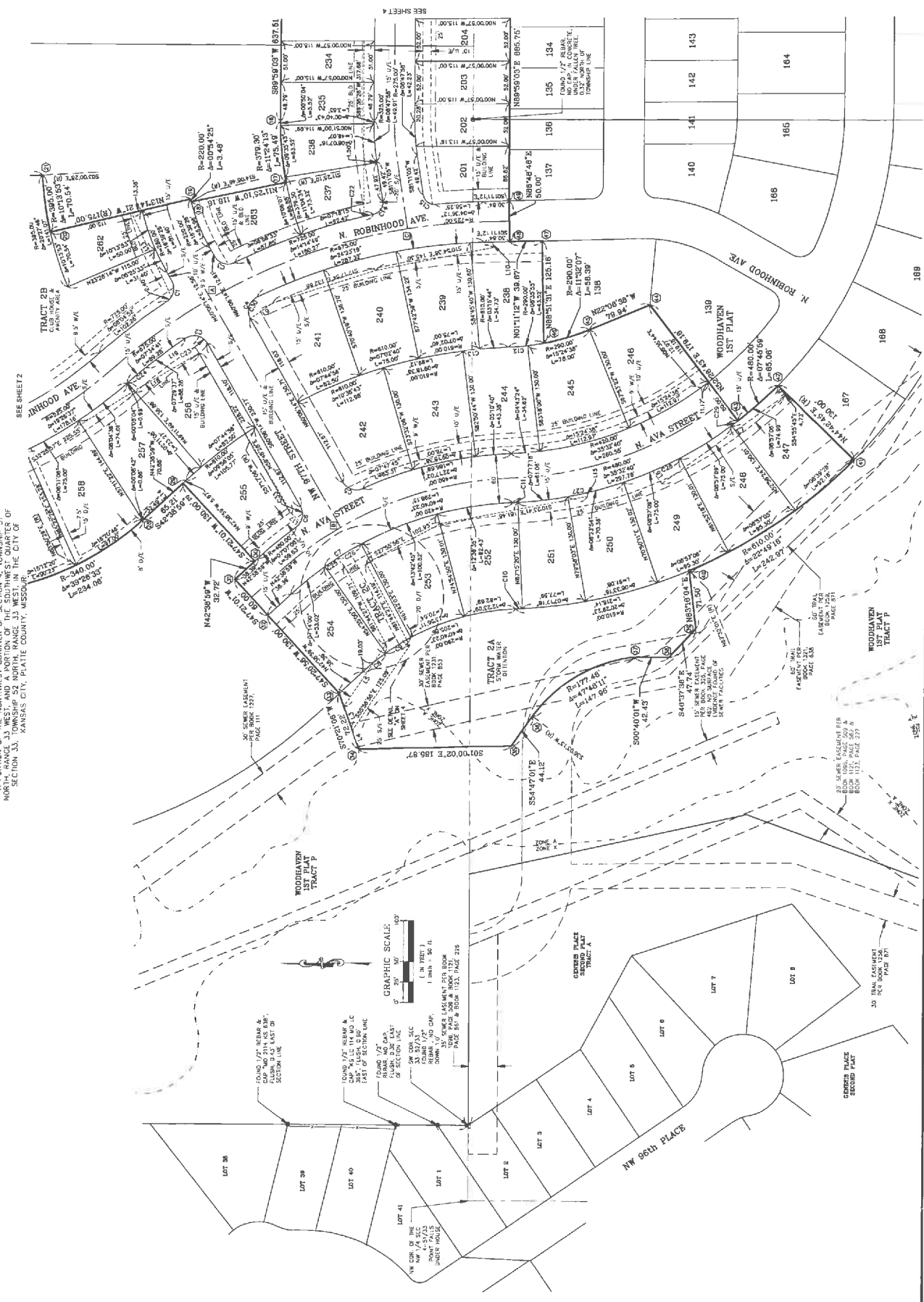
MINNEY
SURVEYING
15547 W 81ST STREET
LENEXA, KS 66219
PH. (913) 766-5141
www.minneysurvey.com

AS NOTED	DECEMBER 17, 1964	 Kimley-Horn 6201 HALLMARK AND ASSOCIATES, INC. 800 POSTWALD DRIVE 150 KANSAS CITY, MO 64108 PHONE: 816-462-1000 BUREAU/ST. LOUIS OFFICE NO CONTRACT OF AGENCY REQUIRED CANCEL 12/17/64
AS NOTED	DECEMBER 17, 1964	
AS NOTED	DECEMBER 17, 1964	
AS NOTED	DECEMBER 17, 1964	

NO.	REASONS	DATE	BY
1	REASONS FOR CITY COMMENTS	07-20-22	AMS
2	REASONS TO CASINGING	11-18-24	AMS
3	REASONS PER CITY COMMENTS	1-15-25	AMS

FINAL PLAT OF WOODHAVEN-2ND PLAT

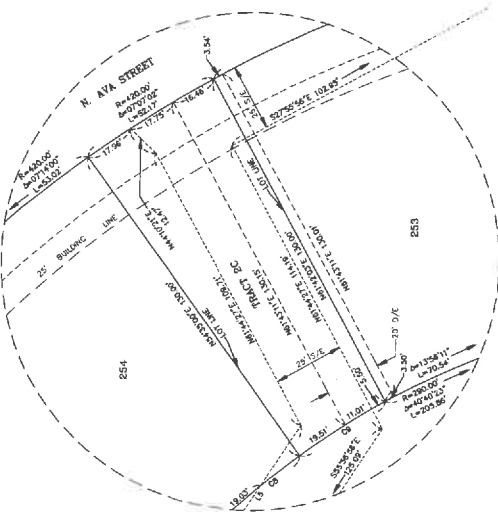
A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 51 NORTH, RANGE 33 WEST, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 52 NORTH, RANGE 33 WEST, IN THE CITY OF KANSAS CITY, PLATTE COUNTY, MISSOURI.

[illegible]

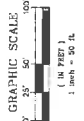
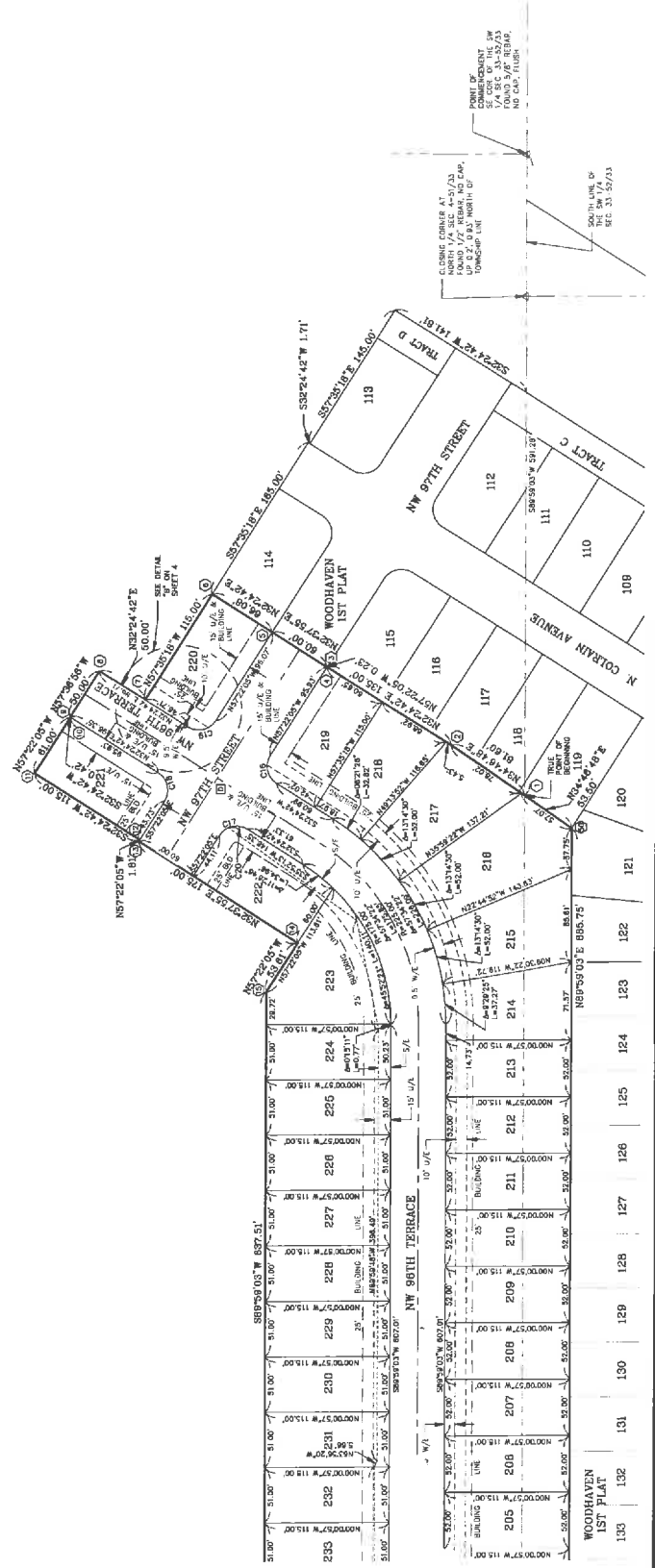
FINAL PLAT OF WOODHAVEN-2ND PLAT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 51 NORTH, RANGE 33 WEST, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN THE CITY OF KANSAS CITY, PLATE COUNTY, MISSOURI

DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



SEE SHEET 3

WOODHAVEN
2ND PLAT

KANSAS CITY, MO

MINNEY
SURVEYING
15547 W 81ST STREET
P.O. BOX 9141
P.O. (913) 766-5141
WWW.MINNEYSURVEYING.COM

SCALE: AS NOTED
DESIGNED BY: KIMLEY-HORN
CHECKED BY: KIMLEY-HORN
DATE: 07/27/23
KIMLEY-HORN & ASSOCIATES, INC.
1000 W. 12TH AVENUE, SUITE 200
KANSAS CITY, MO 64105
TEL: (816) 441-1000
WWW.KIMLEY-HORN.COM

ORIGINAL (SCALE)
1-12-23
KHA PROJECT NO.
KHA-23-001
SHEET NUMBER
4 OF 4

NO.	REVISIONS	DATE	BY
1	REVISIONS PER CITY COMMENTS	8-29-24	AMS
2	REVISIONS TO EASEMENTS	11-18-24	AMS
3	REVISIONS PER CITY COMMENTS	1-15-25	AMS