



File #: 230926

ORDINANCE NO. 230926

Approving the plat of Staley Corners East Second Plat, an addition in Clay County, Missouri, on approximately 4.8 acres generally located at N.E. Barry Road and N. Indiana Avenue, creating two lots and two tracts for the purpose of commercial development; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2023-00024)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Staley Corners East 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.

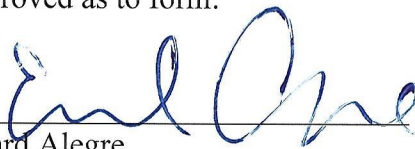
Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 4. 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 5. That the City Clerk is hereby directed to facilitate the recordation 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 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on October 17, 2023.

Approved as to form:


Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor


Marilyn Sanders, City Clerk

NOV 09 2023

Date Passed

This is to certify that General Taxes for 2023, 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, December 3, 2024

Recorded in Clay County, Missouri



Recording Date/Time: 03/25/2025 at 02:33:33 PM

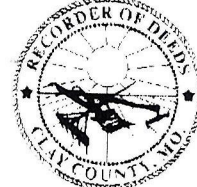
Book: 9904 Page: 43

Instr #: 2025006508

Pages: 3

Fee: \$27.00 E

JIM OWENS

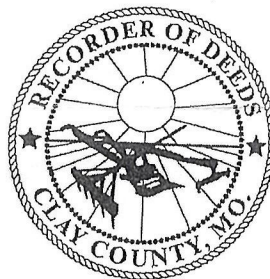


Sandra Brock
Recorder of Deeds

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.



Sandra Brock
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

RE: Jim Owens
PO Box 901471
VAND 14190

Recorded in Clay County, Missouri



Recording Date/Time: 03/25/2025 at 02:33:33 PM

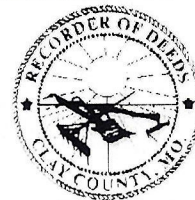
Book: 9904 Page: 44

Instr #: 2025006510

Pages: 9

Fee: \$70.00 N

JIM OWENS

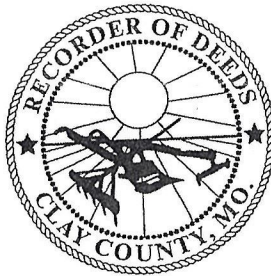


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Sandra Brock
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

230921n R

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF STALEY CORNERS EAST SECOND PLAT**

THIS COVENANT made and entered into this 6 day of November, 2024 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Staley Corners, LLC, a Limited Liability Company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the intersection of North Indiana Avenue and Northeast Barry Road in Kansas City, of 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 Staley Corners East 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 1 to Lot 2 and Tract A and Tract B as shown on Exhibit "A" attached hereto.

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

WHEREAS, The Facilities, located on Tract B within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

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

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract B.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract B.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract B to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract B pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2023-232.
- 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 B in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract B and/or the owners of Lots 1 to Lot 2 served by the Facility on Tract B.
- b. Assess a lien on either Tract A and Tract B and on the Lots 1 to Lot 2 or both served by the Facility on Tract B.
- c. Maintain suit against Owner, and/or the owner of Tract A and Tract B and/or the owners of Lots 1 to Lot 2 served by the Facility on Tract B 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 B and Lots 1 to Lot 2 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract B 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:
Staley Corners
Limited Liability Company
Kansas City, MO 64190
Jim Owens
816-935-4016

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 Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI



City Clerk

By: 

Director of City Planning and Development

Approved as to form:

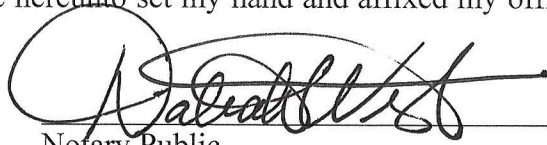


Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 20 day of November, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mario Vasquez, 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.



Notary Public

My Commission Expires: January 17, 2028



OWNER

Staley Corners, LLC
Limited Liability Company
Kansas City, MO 64190
Jim Owens
816-935-4016

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

By: _____

Title: _____

Date: _____

Check one:

() Sole Proprietor

() Partnership

() Corporation

(X) Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF Missouri)
COUNTY OF Platte) SS

BE IT REMEMBERED, that on the 6 day of November, 2024,
before me, the undersigned notary public in and for the county and state aforesaid, came
James K Owens, to me personally known, who being by me duly sworn did
say that he is the member of Staley Corners, LLC, and that said instrument was signed on behalf
of said Staley Corners, 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.

Notary Public

My commission expires: 8/30/2025

CASI R. JOHNSTON
Notary Public - Notary Seal
Platte County - State of Missouri
Commission Number 13763154
My Commission Expires Aug 30, 2025

EXHIBIT "A"

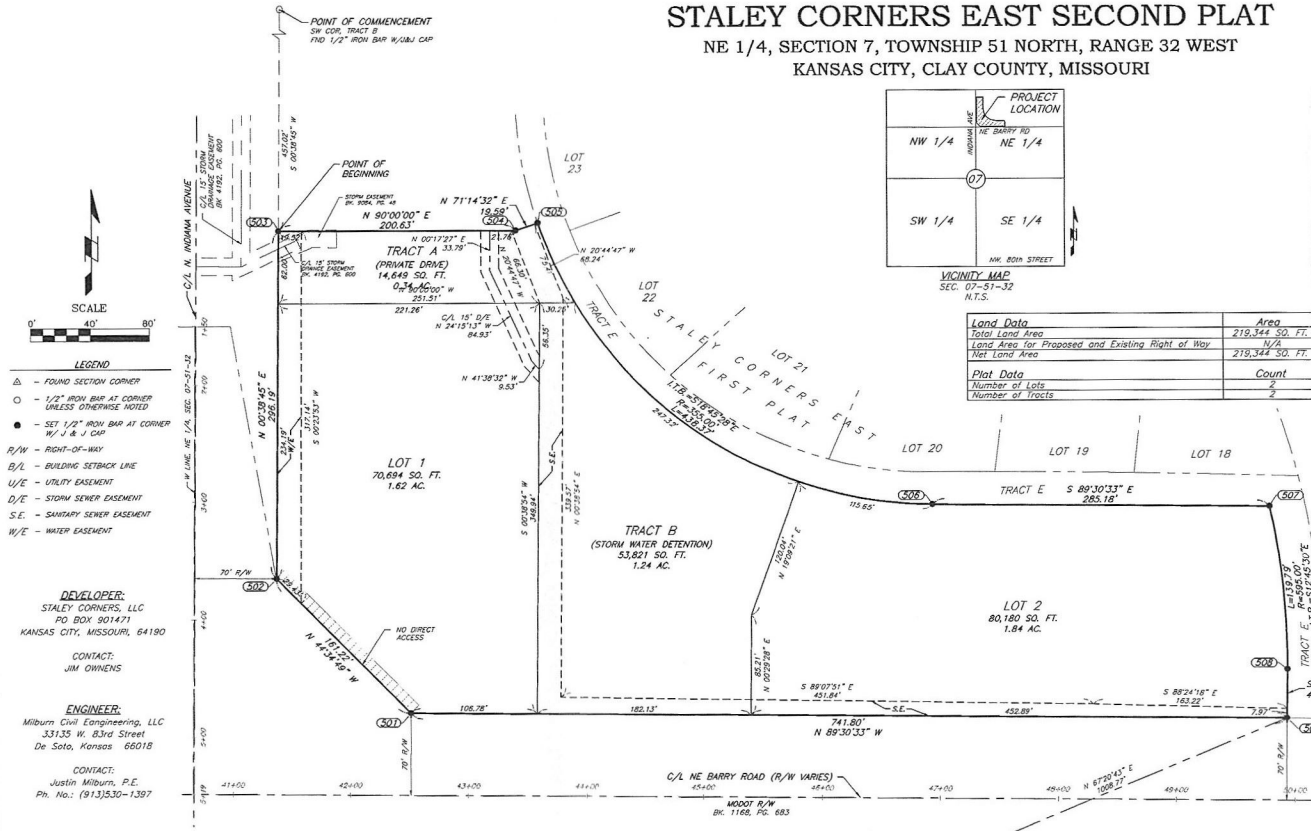
PROPERTY DESCRIPTION:

A Tract of land in the Northeast Quarter of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri being more particularly described as follows:

Beginning at the Southwest corner of Tract B, STALEY CORNERS EAST FIRST PLAT, a subdivision in said Kansas City, Clay County, Missouri; Thence South 00°38'45" West, along the East Right-of-Way line of N. Indiana Avenue, as now established, 457.02 feet, to the Point of Beginning. Thence North 90°00'00" East, 200.63 feet; Thence North 71°14'32" East, 19.59 feet to the West line of Tract E, said STALEY CORNERS FIRST PLAT; Thence along said Tract E, the following four (4) courses; Thence on a curve to the left, having an initial tangent bearing of South 18°45'28" East, a radius of 355.00 feet, and an arc length of 438.37 feet; Thence South 89°30'33" East, 285.18 feet; Thence on a curve to the right, having an initial tangent bearing of South 12°45'30" East, a radius of 595.00 feet, and an arc length of 139.79 feet; Thence South 00°42'12" West, 41.69 feet, to the North Right-of-Way line of Northeast Barry Road, as now established; Thence North 89°30'33" West, along said North Right-of-Way line, 741.80 feet; Thence North 44°34'49" West, continuing along said North Right-of-Way line, 161.22 feet, to the East Right-of-Way line of said N. Indiana Avenue; Thence North 00°38'45" East, along said East Right-of-Way line, 296.19 feet, to the Point of Beginning. Contains 219,344 square feet or 5.04 acres more or less.

EXHIBIT "B"

FINAL PLAT
STALEY CORNERS EAST SECOND PLAT
NE 1/4, SECTION 7, TOWNSHIP 51 NORTH, RANGE 32 WEST
KANSAS CITY, CLAY COUNTY, MISSOURI

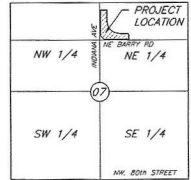


MISSOURI STATE PLANE COORDINATE TABLE		
Point #	Northing	Easting
2	342052.017(m)	846627.476(m)
500	342170.437(m)	846811.198(m)
501	342172.374(m)	846885.128(m)
502	342207.372(m)	846850.640(m)
503	342297.637(m)	846851.637(m)
504	342297.637(m)	846712.805(m)
505	342299.557(m)	846718.459(m)
506	342226.159(m)	846819.979(m)
507	342225.416(m)	846905.861(m)
508	342183.142(m)	846911.354(m)

GENERAL NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), MISSOURI STATE PLANE WEST ZONE.
2. COORDINATES OF EXTERIOR BOUNDARY CORNERS ARE BASED ON THE NAD83, MISSOURI STATE PLANE WEST ZONE AND ARE SHOWN IN METERS (1m = 3.28083333 ft.). A GRID FACTOR OF 0.9999008 WAS USED FOR DISTANCES.
3. INFORMATION SHOWN ON THIS SURVEY WAS TAKEN FROM CONTINENTAL TITLE COMPANY COMMITMENT WITH FILE NO. 22441986 AND AN EFFECTIVE DATE OF SEPTEMBER 21, 2022, AT 5:00 AM.
FLOODPLAIN:
WE HAVE REVIEWED THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 25005C0080, EFFECTIVE JANUARY 20, 2017, AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. OUR REVIEW OF THIS MAP INDICATES THAT THIS TRACT OF LAND LIES WITHIN ZONE V, WHICH IS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

Plot Dedication: Reserved for County Recording Stamp
Private Open Space Dedication: N/A
Recorded As: Plot

CITY PLAN COMMISSION: PUBLIC WORKS:
APPROVED: 10/17/2023
CASE NO. CLD-FrPlat-2023-00004
CITY COUNCIL:
MICHAEL J. SHAW
DIRECTOR
QUINTON LUCKS
MAYOR
MARLIN SANDERS
CITY CLERK



Land Data	Area
Total Land Area	219,344 SQ. FT.
Net Land Area	219,344 SQ. FT.
Number of Lots	2
Number of Tracts	2

IN WITNESS WHEREOF:
STALEY CORNERS LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____ 2024.
STALEY CORNERS LLC
A MISSOURI LIMITED LIABILITY COMPANY
JAMES K. OWENS, MANAGING MEMBER
STATE OF MISSOURI
COUNTY OF PLATE
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2024,
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE OF MISSOURI, CAME JAMES K. OWENS TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGING MEMBER OF STALEY CORNERS LLC, A MISSOURI LIMITED LIABILITY COMPANY AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID LLC AND THAT SAID JAMES K. OWENS, ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LLC.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY SEAL, ON THE DAY AND YEAR LAST WRITTEN ABOVE.
NOTARY PUBLIC MY COMMISSION EXPIRES _____

PROPERTY DESCRIPTION:
A Tract of land in the Northeast Quarter of Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri being more particularly described as follows:
Beginning at the Southwest corner of Tract B, STALEY CORNERS EAST FIRST PLAT, a subdivision in said Kansas City, Clay County, Missouri; Thence South 00°38'45" West, along the East Right-of-Way line of N. Indiana Avenue, as now established, 457.02 feet, to the Point of Beginning; Thence North 90°00'00" East, 200.63 feet; Thence North 71°14'32" East, 19.59 feet to the West line of Tract E, said STALEY CORNERS FIRST PLAT; Thence along said Tract E, the following four (4) courses: Thence on a curve to the left, having an initial tangent bearing of South 18°45'28" East, a radius of 353.00 feet, and an arc length of 438.37 feet; Thence South 89°30'33" East, 285.18 feet; Thence on a curve to the right, having an initial tangent bearing of South 12°45'30" East, a radius of 595.00 feet, and an arc length of 139.79 feet; Thence South 00°42'12" West, 41.69 feet, to the North Right-of-Way line of Northeast Barry Road, as now established; Thence North 89°30'33" West, along said North Right-of-Way line, 741.80 feet; Thence North 44°34'40" West, continuing along said North Right-of-Way line, 161.22 feet, to the East Right-of-Way line of said N. Indiana Avenue; Thence North 00°38'45" East, along said East Right-of-Way line, 296.19 feet, to the Point of Beginning. Contains 219,344 square feet or 3.04 acres more or less.

EASEMENT DEDICATION:
THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND SAID PROPERTY SHALL HEREAFTER BE KNOWN AS:
"STALEY CORNERS EAST SECOND PLAT".

EASEMENT DEDICATION:
AN EASEMENT IS HEREBY GRANTED TO KANSAS CITY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWER, TELEPHONE, CABLE TV AND SURFACE DRAINAGE AND GRADING, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAVED ROADS, TRANSFORMERS, SERVICES, REDEVELOPS, ANY OF ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U.E.), PROVIDED THAT THE EASEMENT GRANTED HEREIN IS SUBJECT TO THE EXISTENCE OF ANY OTHER EASEMENTS AS MAY BE WITHIN THE DESIGNATED UTILITY EASEMENTS, BY VIRTUE OF THEIR EXISTENCE, DO HEREBY CONSENT, CONSENT AND AGREE THAT THEY SHALL BE SUBORDINATE TO SAID OTHER RIGHT OF WAY IN THE EVENT THAT ADDITIONAL RIGHT OF WAY IS REQUIRED OVER THE LOCATION OF THE UTILITY EASEMENT, WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PERIOD OF TIME. THE EASEMENT GRANTED HEREIN SHALL BE LIMITED TO THAT PURPOSE AND TO ALL OF THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION AND PRODUCTION OF SUCH EASEMENTS AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED ROADS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERENCE WITH THE AGENTS AND EMPLOYEES OF KANSAS CITY, MISSOURI, AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENT. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATED OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERE TO WITHOUT A VALID PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS AS TO UTILITY EASEMENTS, AND/OR WRITTEN APPROVAL OF THE DIRECTOR OF WATER SERVICES AS TO WATER MAIN EASEMENTS.

DRAINAGE EASEMENT:
A DRAINAGE EASEMENT (D.E.) FOR THE PURPOSE OF STORM WATER DRAINAGE INCLUDING THE RIGHT TO BUILD, CONSTRUCT, KEEP, REPAIR AND MAINTAIN STORM WATER DRAINAGE FACILITIES UNDER, IN, OVER AND UPON AS MAY BE NECESSARY, BEING AND SITUATED IN KANSAS CITY, MISSOURI (THE CITY) IS HEREBY GRANTED TO THE CITY. THE CITY SHALL HAVE THE RIGHT AT ALL TIMES TO GO UPON THE LANDS HEREIN DESCRIBED TO CONSTRUCT, MAINTAIN AND REPAIR THE SAID DRAINAGE FACILITIES AS MAY BE NECESSARY. NOTHING SHALL, IN ANY WAY, INTERFERE WITH THE STATE AND UNRESTRICTED USE OF THE LAND ADJACENT TO AND ABOVE SAID DRAINAGE FACILITIES, NOR ATTEMPT TO USE SAID PROPERTY IN SUCH MANNER AS WOULD INTERFERE WITH THE PROPER, SAFE AND CONTINUOUS MAINTENANCE AND USE OF SAID DRAINAGE FACILITIES AND SPECIFICALLY SHALL NOT BUILD THEREON OR THEREOVER ANY STRUCTURE WHICH MAY INTERFERE WITH THE MAINTENANCE AND USE THEREOF.

SEWER EASEMENT:
A SEWER EASEMENT (S.E.) FOR THE LOCATION, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF SEWERAGE IMPROVEMENTS AND ALL APPURTENANCES INCIDENTAL THERETO UNDER, UPON, OVER AND THROUGH LAND LYING BEING AND SITUATED IN KANSAS CITY, MISSOURI (THE CITY) IS HEREBY GRANTED TO THE CITY. BY THE GRANTING OF THIS EASEMENT, IT SHALL NOT BE CONSTRUED TO PROHIBIT DEVELOPMENT OF ANY ADJOINING PROPERTY OR FROM THEY LAYING OUT, ESTABLISHING, CONSTRUCTING, PAVING, SURFACING, CURBING AND GUTTERS ALONG, UPON, OVER OR ACROSS SAID EASEMENT OR ANY PORTION THEREOF; PROVIDED, HOWEVER, SAID EASEMENT SHALL BE KEPT FREE FROM ANY OBSTRUCTION, BUILDINGS, AND ANY OTHER STRUCTURE OF PURPOSE OF LAYING, CONSTRUCTING, RECONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING SUCH SEWERAGE IMPROVEMENTS AND APPURTENANCES.

STREET DEDICATION:
STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

RIGHT OF ENTRANCE:
THE RIGHT OF ENTRANCE AND EGRESS IN TRAVEL ALONG ANY STREET OR DRIVE WITHIN THE BOUNDARIES OF THE PROPERTY IS HEREBY GRANTED TO KANSAS CITY, MISSOURI, FOR THE PURPOSE OF FIRE AND POLICE PROTECTION, MAINTENANCE OF WATER MAINS, SANITARY AND STORM SEWER LINES, COLLECTION OF GARBAGE AND REFUSE AND TO THE UNITED STATES POSTAL SERVICES FOR THE DELIVERY OF MAIL, PROVIDED, HOWEVER, SUCH RIGHT OF INGRESS AND EGRESS DOES NOT INCLUDE ANY OBLIGATION TO CONTRIBUTE FOR ANY DAMAGE TO ANY PRIVATE STREET OR DRIVE BY VIRTUE OF THE EXERCISE OF THE RIGHTS STATED HEREIN AND SPECIFICALLY, NEITHER KANSAS CITY, MISSOURI NOR THE U.S. POSTAL SERVICE SHALL INCUR ANY LIABILITY BY VIRTUE OF THE EXERCISE OF SUCH RIGHTS.

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDINGS OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE STREET LINE.

WATER MAIN EASEMENT:
A water main easement (W/E) for the operation and movement of equipment, and the movement of a working force, in connection with the location, construction, reconstruction, maintenance, operation and repair of water mains and appurtenances incident thereto, over and under and through land lying, being, and situated in Kansas City, Missouri ("The City") is hereby granted to the City of Kansas City, Missouri. The City of Kansas City, Missouri shall have the right to go upon the above described tracts of land, for the purpose of constructing, maintaining, and replacing the water main improvements and appurtenances thereto, and shall upon completion of such construction, maintenance or repair, cause the land to be restored to substantially the same condition that existed prior to the City's entry upon it. The tract of land over which a water main easement is being granted shall be kept free from buildings or any other structures or obstructions (except non-commercial structures, non-commercial structures, buildings, parking or roadways, pavement or curbs) that interfere with the City in executing upon said easement for the purposes of laying, constructing, operating, maintaining or replacing water mains and all appurtenances incident thereto. No change in the earth cover over the water line will be made without the written approval of the Director of Water Services. This easement shall not be construed to prohibit the placement of any additional equipment on the laying out, maintaining and constructing of pavement, surfacing, of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof.

MAINTENANCE OF TRACT (STORM WATER DETENTION):
TRACT B (1.24 ACRES) WITHIN THE STALEY CORNERS EAST SECOND PLAT IS TO BE USED AS STORM WATER DETENTION FACILITIES AND SHALL BE MAINTAINED BY THE OWNERS OF THE LOTS, TRACTS AND PARCELS WITHIN THIS PLAT PURSUANT TO THE REQUIREMENTS TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES, PLAT OF STALEY CORNERS EAST SECOND PLAT RECORDED SIMULTANEOUSLY WITH THIS PLAT.

MAINTENANCE OF TRACT (PRIVATE DRIVE):
TRACTS A (0.84 ACRES) WITHIN THE STALEY CORNERS EAST SECOND PLAT IS TO BE USED AS A PRIVATE DRIVE AND SHALL BE MAINTAINED BY THE OWNERS OF THE LOTS, TRACTS AND PARCELS WITHIN THIS PLAT PURSUANT TO THE DECLARATION OF CONDITIONS, EASEMENTS AND RESTRICTIONS OF STALEY CORNERS EAST SECOND PLAT RECORDED SIMULTANEOUSLY WITH THIS PLAT.

CERTIFICATION:
I hereby certify that this drawing is based on an actual field survey conducted by me or under my direct supervision and that said survey meets or exceeds the accuracy standards set forth in the Missouri Board of Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.

6-29-23
7-14-23
10-05-23
09-09-24
10-07-24

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REVISED PER CITY COMMENTS
REVISED PER CITY COMMENTS

J & J SURVEY

Location: S.131.53 - Staley Corners East 2nd Plt (KANSAS CITY, MISSOURI) - FINAL PLAT (REVISED 10-17-2023) - 01, 2024 - 10-17-2024

SHEET 1