

Recorded in Clay County, Missouri



Recording Date/Time: 11/06/2025 at 12:07:21 PM

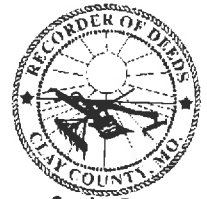
Book: 10047 Page: 48

Instr #: 2025028812

Pages: 3

Fee: \$30.00 S

STALEY CORNERS



Sandra Brock
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: ORIGINAL ORDINANCE

DOCUMENT DATE: OCTOBER 8, 2025

GRANTOR: CITY OF KANSAS CITY, MISSOURI
414 E. 12TH STREET KANSAS CITY, MISSOURI 64106

GRANTEE: STALEY CORNERS IV, LLC PO BOX 901471 KANSAS CITY MISSOURI 64190 and
CITY OF KANSAS CITY, MISSOURI 414 E 12TH STREET, KANSAS CITY, MO 64106

LEGAL DESCRIPTION: NW $\frac{1}{4}$, SECTION 7, TOWNSHIP 51 NORTH,
RANGE 32 WEST KANSAS CITY, CLAY COUNTY, MISSOURI

REFERENCE BOOK & PAGE: BOOK J PAGE 88.2
(if applicable)



File #: 240964

ORDINANCE NO. 240964

Approving the plat of Staley Corners West – 4th Plat, an addition in Clay County, Missouri, on approximately 16.5 acres generally located at the northwest corner of Northeast Barry Road and North Indiana Avenue, creating 32 lots and 7 tracts for the purpose of a residential 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-2024-00020)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Staley Corners West – 4th 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.

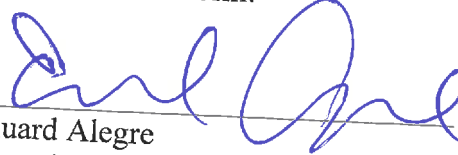
Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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 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 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on October 16, 2024.

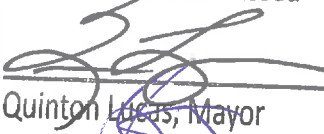
Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor
Marilyn Sanders, City Clerk
NOV 07 2024

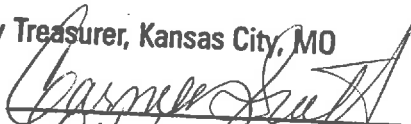
Date Passed

This is to certify that General Taxes for 20~~24~~²⁵, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By

Dated,


October 8, 20~~24~~²⁵

Recorded in Clay County, Missouri



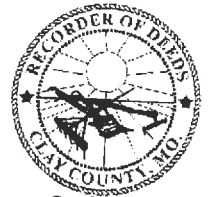
Recording Date/Time: 11/06/2025 at 12:07:21 PM
Book: 10047 Page: 47

Instr #: 2025028811

Pages: 2

Fee: \$27.00 S

STALEY CORNERS



Sandra Brock
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: SUBORDINATION OF DEED OF TRUST

DOCUMENT DATE: OCTOBER 30, 2025

GRANTOR: UNION STATE BANK OF EVEREST DBA BANK OF SHOAL CREEK
8300 N BOOTH AVE, KANSAS CITY, MISSOURI 64158

GRANTEE: CITY OF KANSAS CITY, MISSOURI 414 E 12TH STREET, KANSAS CITY, MO 64106

LEGAL DESCRIPTION: NW ¼, SECTION 7, TOWNSHIP 51 NORTH,
RANGE 32 WEST KANSAS CITY, CLAY COUNTY, MISSOURI


REFERENCE BOOK & PAGE: BOOK J PAGE 88.2
(if applicable)

SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)


This Subordination of deed of trust Witnesseth, that Union State Bank, a corporation organized and existing under the laws of the State of Kansas, having its principal place of business in Atchison County, Kansas, as owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Staley Corners IV, LLC, dated and recorded in the office of the Recorder of Deeds for Clay County, Missouri, as Document No. 2025008619, in Book 9917 at Page 54, for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the plat of Staley Corners West 4th Plat, recorded as Document No. 2025007409, in Book J at Page 88.2. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 30 day of October, 2025.

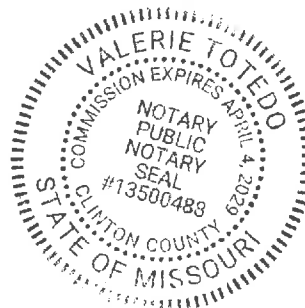
(SEAL)


By: Darin Miles
Vice President of
Commercial Lending

In the State of MO, County of Clay, on this 30 day of October, 2025, before, the undersigned, a Notary Public, in and for said County and State, personally appeared Darin Miles, to me personally known, who being by me duly sworn did say that he/she is Darin Miles of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Darin Miles acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.


Notary Public

My Commission expires 4/4/29



Recorded in Clay County, Missouri



Recording Date/Time: 10/23/2025 at 01:31:02 PM

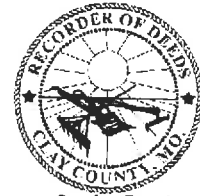
Book: 10037 Page: 80

Instr #: 2025027410

Pages: 10

Fee: \$51.00 S

STALEY CORNERS



Sandra Brock
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP
FACILITIES PLAT OF STALEY CORNERS WEST 4TH PLAT

DOCUMENT DATE: AUGUST 27, 2025

GRANTOR: STALEY CORNERS IV, LCC.

GRANTEE: KANSAS CITY, MISSOURI

Grantee Mailing Address:
(if applicable)

LEGAL DESCRIPTION: SEE EXHIBIT "A"

REFERENCE BOOK & PAGE:
(if applicable)

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF STALEY CORNERS WEST 4TH PLAT**

THIS COVENANT made and entered into this 27 day of August, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Staley Corners IV, 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 West 4th 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 32 and Tract A to Tract G 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 and Tract G 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 and Tract G.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract B and Tract G.
- 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 and Tract G to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract B and Tract G pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2024-078.
- 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 and Tract G 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 A to Tract G and/or the owners of Lots 1 to Lot 32 served by the Facility on Tract B and Tract G.
- b. Assess a lien on either the Tract A to Tract G and on the Lots 1 to Lot 32 or both served by the Facility on Tract B and Tract G.
- c. Maintain suit against Owner, and/or the owner of Tract A to Tract G and/or the owners of Lots 1 to Lot 32 served by the Facility on Tract B and Tract G 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 to Tract G and Lots 1 to Lot 32 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract B and Tract G 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 KC Water
4800 E 63rd Street
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:
Staley Corners IV
Limited Liability Company
PO BOX 901471
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:

Monica Sanchez for
City Clerk

KANSAS CITY, MISSOURI

By: Kenneth C. Morgan
Director of KC Water

Approved as to form:

[Signature]
Assistant City Attorney

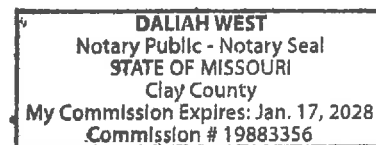
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 27 day of August, 2025 before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, 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: January 17, 2028



OWNER

Staley Corners IV, LLC
Limited Liability Company
PO BOX 901471
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: _____

Jim Owens
Owner / Member
August 14, 2025

Check one:

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

Attach corporate seal if applicable

STATE OF Missouri)
COUNTY OF Platte) SS

BE IT REMEMBERED, that on the 14 day of August, 225,
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.

Casi R. Johnston
Notary Public

My commission expires: August 30, 2025

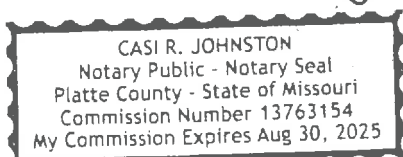


EXHIBIT "A"

Staley Corners West 4th Plat

A Tract in the Northwest Quarter, Section 7, Township 51 North, Range 32 West, in Kansas City, Clay County, Missouri, being more particularly described as follows, surveyed and described on June 6, 2024 by John B. Young, LS-2006016647:

Commencing at the Northeast corner of said Northwest Quarter;
Thence North 89°46'08" West along the North line of said Northwest Quarter, 30.00 feet to the West Right-of-Way line of N. Indiana Avenue, as now established, said point also being the Point of Beginning;
Thence South 00°38'45" West along said West Right-of-Way line, 432.60 feet;
Thence North 89°46'09" West, 208.77 feet;
Thence South 00°13'51" West, 130.00 feet;
Thence North 89°46'08" West along the prolongation of the North line of STALEY CORNERS WEST 1ST PLAT, a subdivision in said Kansas City, Clay County, Missouri, 1108.46 feet to the Northwest corner of said STALEY CORNERS WEST 1ST PLAT and the East line of BARR-E-WOODS APARTMENTS, a subdivision in said Kansas City, Clay County, Missouri;
Thence North 00°39'52" East along said East line, 562.60 feet to the North line of said Northwest Quarter;
Thence South 89°46'08" East along said North line, 1316.10 feet to the Point of Beginning.
Contains 713,399 square feet or 16.377 acres more or less.

EXHIBIT “B”

FINAL PLAT

Reference Monument - CL-95
Combined Scale Factor = 0.999700

Point #	Northing	Easting	Description
1	142032 (0.1m)	64627.272(m)	CL 56
500	142311 (0.0m)	64658.420(m)	PROPERTY CORNER
501	142324 (0.1m)	64620.026(m)	PROPERTY CORNER
502	142324 (0.0m)	64622.915(m)	PROPERTY CORNER
503	142024 (0.0m)	64622.211(m)	PROPERTY CORNER
504	142319 (0.0m)	64622.249(m)	PROPERTY CORNER
505	142319 (0.0m)	64622.912(m)	PROPERTY CORNER

1.38	(oc)	(115 tota x 2 x 0.006 = 1.38 oc)
------	------	----------------------------------

Parkland Dedication to be provided for the STALEY CORNERS WEST 4TH PLAT as shown on approved Development Plan

Pool	0.702	(oc)
Total	1.54	(oc)

Land Data	Area
Total Land Area	713,309 SQ. FT.
Land Area for Proposed and Existing Right of Way	165,576 SQ. FT.
Net Land Area	557,823 SQ. FT.
Plot Data	
Number of Lots	Count
Number of Tracts	9
	115

Altman Engineering
Juslin Altman
3335 W. 83rd St
Omaha, Kansas 68114

Kansas City, Clay County, Missouri

1) The grant in reuort is recorded in Book 1636 of Page 822 in the Recorder of Deeds Office in Clay County, Missouri.

- [illegible]

PRESENT TO BE EXECUTED THIS DAY OF

A MISSOURI LIMITED LIABILITY COMPANY

STATE OF MISSOURI

Source: <http://www.fishbase.org>

BE IT QUADRETERED THAT ON THIS DAY OF _____, 19____, I, _____, OF THE COUNTY AND STATE OF _____, DO HEREBY CERTIFY THAT THE PERSONALLY KNOWN AND RES. BY ME, _____, OF THE COUNTY AND STATE OF _____, DO HEREBY CERTIFY THAT THE PERSONS NAMED IN THE ABOVE MENTIONED LIMITED LIABILITY COMPANY AND THAT SAID CORPORATION ARE THE SAME AS THE PERSONS NAMED IN THE CERTIFICATE OF INCORPORATION OF SAID LLC AND THAT SAID SALES PERSONS, ACKNOWLEDGED SAID RESTRICTION TO THE EFFECT AND DEED OF SAID LLC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THIS _____ DAY OF _____, 19____.

DAY AND YEAR LAST WRITTEN ABOVE

NOTARY PUBLIC

BY COMMISSION EXPIRES

CITY PLAN COMMISSION
Approved: 10/16/2024
PUBLIC WORKS

COUINCE

was as to certify that the within report was duly submitted to and approved by the Council of Kansas City, Missouri, by Ordinance No. 240964 duly authenticated and passed this 07 day of November, 2024.

Quinton Lucas

Morilyn Sanders

COUNTY RECORDING INFORMATION

<u>Paid Description:</u>	<u>Reserved for County Recycling Stamp</u>
<u>STALEY CORNERS WEST 4th PLAT</u>	
<u>Private Open Space Deduction:</u>	
<u>N/A</u>	
<u>Recorded As:</u>	
<u>Paid:</u>	

[illegible]

RIGHT OF ENTRANCE. The right of entrance and egress is travel along any street or drive within the boundaries of the property in family ownership. In *Kenneth City, Missouri*, for the purpose of law and police protection, municipalities of wider municipality and storm sewer lines, collection of garbage and refuse and in the United States National Park Service for the enjoyment of water, provided, each right of ingress and egress does not include any obligation to contribute financially in any private street or drive to the cost of the street, drive or right, situated there and connected, namely, *Kenneth City, Missouri* and the U.S. National Park Service shall enjoy any activity by virtue of the exercise of such right.

multidisciplinary approach to solve, not merely, specific problems, rather, to provide a framework for the development of a new paradigm. The authors of this book, who are from a variety of disciplines, have been able to present their work in a way that is accessible to a broad audience. The book is a valuable resource for anyone interested in the development of a new paradigm, and it is a must-read for anyone involved in the development of a new paradigm.

RESEARCH FINDINGS: The researchers found that the more often people used the Internet, the more likely they were to use the Internet to find a doctor. The researchers also found that people who used the Internet to find a doctor were more likely to be satisfied with their doctor. The researchers also found that people who used the Internet to find a doctor were more likely to be satisfied with their doctor's care. The researchers also found that people who used the Internet to find a doctor were more likely to be satisfied with their doctor's care. The researchers also found that people who used the Internet to find a doctor were more likely to be satisfied with their doctor's care.

OF SURFACING IMPROVEMENTS AND ANY AND ALL IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS AND TELEPHONE LINES, BEING AND SITUATED IN WALKER CITY, MISSOURI, THE CITY IS HEREBY GRANTED TO THE CITY BY THE GRANTING OF THIS EASEMENT, IT SHALL NOT BE CONSIDERED TO PROHIBIT DETERMINATION OF ANY ADDITIONAL PROPERTY OR FROM THEY LAYING OUT, ESTABLISHING AND CONSTRUCTING PARKWAY, SUBDIVISION OF BLOCKS, CURBING AND SIDEWALKS, DRIVE, DRIVE OR ALLEYS AND SUCH EASEMENT OR ANY PARKWAY THEREIN, PARKWAYS, DRIVEWAYS, SIDEWALKS SHALL BE VERY FREE FROM ADDITIONAL DETERMINATION OF GRADIENTS, ROLLOVERS, BUMPERS, AND ANY OTHER TYPE OF LINES, CONSTRUCTION, RECONSTRUCTION, DEPOSITING, REMOVAL AND MOVING OF SUCH SURFACING, IMPROVEMENTS AND PROPERTY.

DECONTAMINATED.

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

[illegible][illegible]

and if it is located within the zone may be further subdivided by designation for lot split or minor subdivision, defined in Chapter 80, Minor Subdivisions, Zoning and Development Code, and as described by the intent type of plat approved by J and J Survey, awarded building permits and recordings on or adjacent to property lots and/or be constructed with appropriate, legal-oriented rulings as required by Chapter 16, Kansas City Planning and Redevelopment Code, *Form of Ordinances*. The survey plat shall not exceed 1/2 units.

[illegible]

J & J
SURVEY
LLC

8680A, N. GREEN HILLS ROAD • KANSAS CITY, MO 64134
 (816) 431-1111 • FAX (816) 431-1112

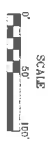
8-5-25
Date

John R. Young, B1C-202601664

CERTIFICATION

CERTIFICATION: I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 21st day of March, 2024 and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys, as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.

FINAL PLAT




LEGEND

- Δ - SECTION CORNER AS NOTED
- ▽ - MOMENT POINT AS NOTED
- - SET 1/2" RAIN BAR AT CORNER
- W/ - 6 # 4 COPS
- C/R - CENTERLINE
- R/W - RIGHT-OF-WAY
- U/E - UTILITY EASEMENT
- W/E - WATER EASEMENT
- B/L - BUILDING SETBACK LINE

[illegible]

Survey West 4th Plc\DRAWINGS\2025.08.05-FINAL PLAT REV\24

 **J & J**
SURVEY
LLC

5600A N. GREEN HILLS ROAD • KANSAS CITY, MO 64154
PHONE (816)741-1017 • FAX (816)741-1018

8-5-25
Date

John B. Young PLS-2005016847

CERTIFICATION:
I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 21st day of March, 2024, and that said survey meets or exceeds the current Missouri Standards for Property Boundary Surveys, as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors, and the Missouri Department of Natural Resources, Division of Geology and Land Survey.



Recording Date/Time: 10/23/2025 at 01:31:02 PM

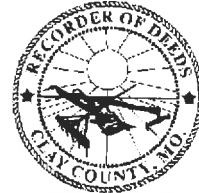
Book: 10037 Page: 81

Instr #: 2025027411

Pages: 7

Fee: \$42.00 S

STALEY CORNERS



Sandra Brock
Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 16 day of Sept, 25, between EVERGY METRO, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY (KCP&L) (Grantor), Staley Corners IV LLC. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee). Book J Page 88.2

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Clay County, Missouri, in Document No. C 48978, Book 1049 at Page 36, parts of which are within the boundaries of a proposed street right-of-way to be known as North Agnes Avenue, said street right of way being dedicated as part of the plat of *Staley Corners West 4th Plat*, a subdivision in Kansas City, Clay County, Missouri;

WHEREAS, The Developer, desires to have dedicated for public use a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as North Agnes Avenue as illustrated in the exhibit labeled Exhibit A, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit B

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

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

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

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

4. This agreement shall be effective only if executed by all parties and recorded on or before December 31, 2025 ~~[740 days after passage of final plat ordinance by City Council]~~ in the Office of the Recorder of Deeds Clay County, Missouri; otherwise this agreement shall be null and void.


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

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have entered into this Subordination of Easement and Relocation agreement as of the day and year first above written.

IN WITNESS WHEREOF, these presents have been duly executed and sealed.

EVERGY METRO INC.

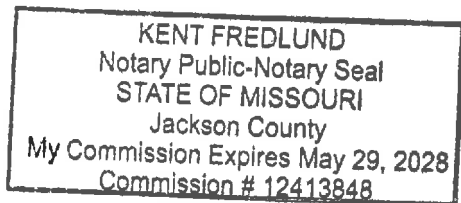
By: 
Manager, Real Estate Dept
Derek A. Ward
4400 E Front Street
Kansas City, Missouri, 64120
(816)-245-4022

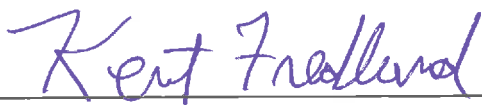
ACKNOWLEDGEMENT

State of Missouri)
) Ss:
County of Jackson)

On this 16TH day of SEPT, 2025, before me personally appeared Derek A. Ward, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of Evergy Metro Inc. and that he was authorized to do so.

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




Notary Public

Staley Corners IV LLC.

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

Name: JAMES K. OWENS

By: [Signature]

Title: Owner.

Date: 9/30/25

Check one:

(☐) Sole Proprietor

(☐) Partnership

(☐) Corporation

(X) Limited Liability
Company (LLC)

ACKNOWLEDGEMENT

State of Missouri)
County of Platte) Ss:

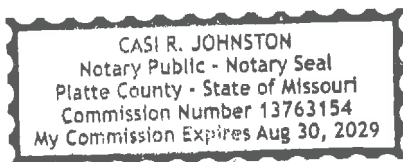
On this 20 day of Sept, 2025, before me personally appeared JAMES K OWENS
_____, to me known to be the person(s) described in and who
executed the foregoing instrument, and acknowledged that he/she executed the same as the
free act and deed of said Developer.

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

My Commission Expires:

[Signature]

Notary Public



KANSAS CITY, MISSOURI

By: Kyl [Signature]

Director of City Planning and
Development

ATTESTATION BY CITY CLERK:

[Signature]
City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

ACKNOWLEDGEMENT

State of Missouri)
) Ss:
County of Jackson)

On this 23 day of October, 2025 before me personally appeared Marilyn Sanders, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same as the free act and deed of the City of Kansas City, Missouri and that he/she was authorized to do so.

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

My Commission Expires:

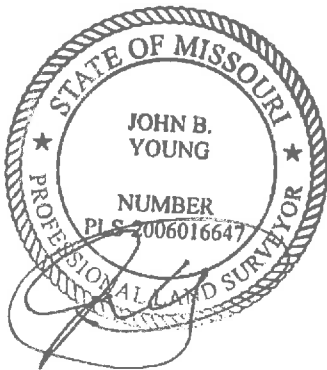
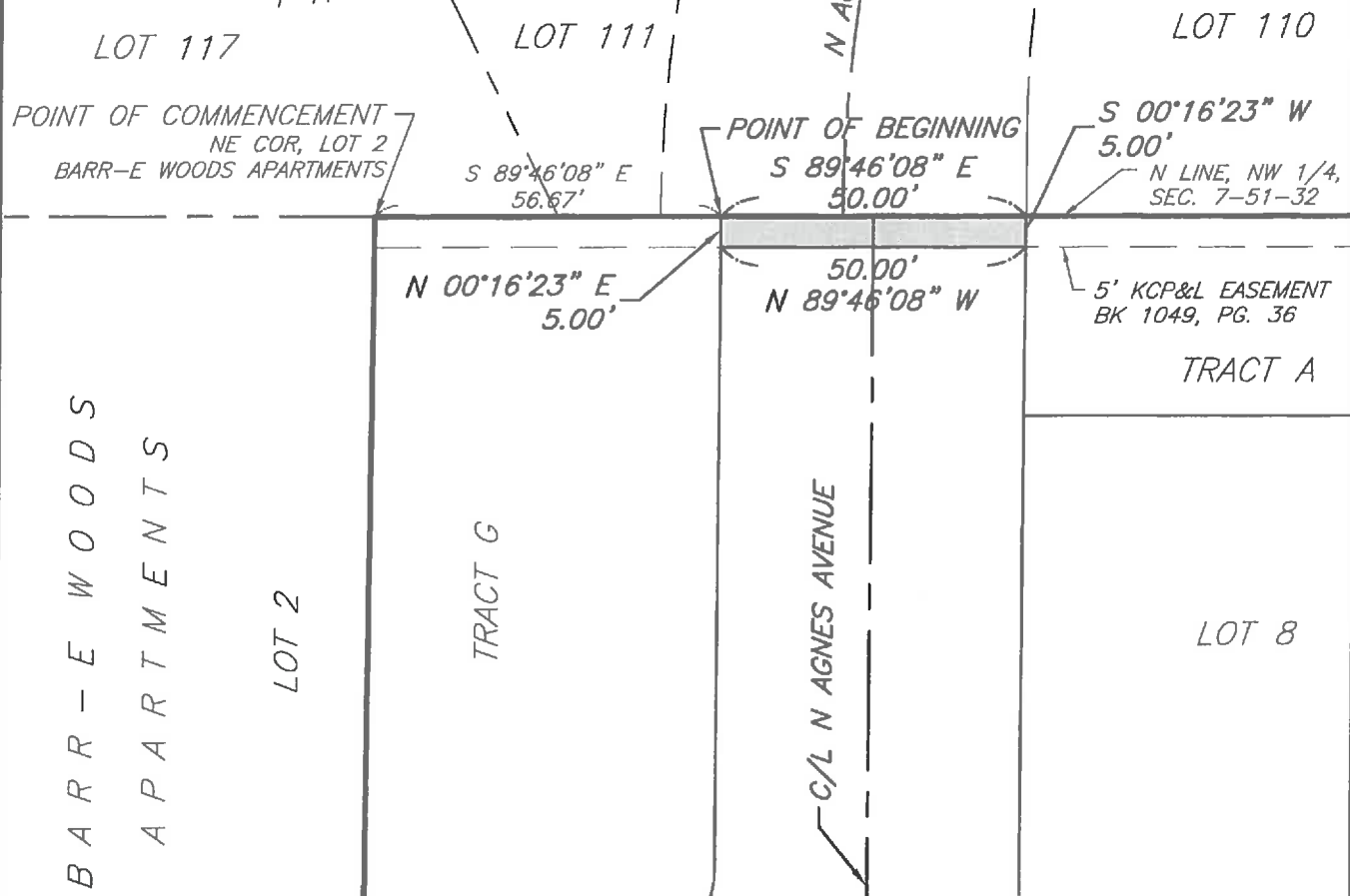
January 17, 2028

[Signature]
Notary Public

DALIAH WEST
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: Jan. 17, 2028
Commission # 19883356

PEMBROOKE ESTATES
THIRD PLAT

EXHIBIT A



Location: S:\24.085 - Staley West 4th Plat\DRAWINGS\2025.06.03-FINAL PLAT REV3\24.085-FPLAT EVERY ESMT.dwg-Jun 04, 2025-9:30am



J & J
SURVEY
LLC

8680A N. GREEN HILLS ROAD • KANSAS CITY, MO 64154
PHONE (816)741-1017 • FAX (816)741-1018

10' EVERY EASEMENT SUBORDINATION

EXHIBIT

STALEY CORNERS WEST, 4TH PLAT
KANSAS CITY, CLAY COUNTY, MISSOURI

EXHIBIT B

24.085 STALEY CORNERS WEST 4TH PLAT

EVERGY EASEMENT DESCRIPTION

A tract in the Northwest Quarter of Section 7, Township 51, Range 32 in Kansas City, Clay County, Missouri, being more particularly described as follows, prepared on June 4, 2025, by John B. Young, PLS-2006016647:

Commencing at the Northeast corner of Lot 2, BARR-E WOODS APARTMENTS, a subdivision in Kansas City, Clay County, Missouri; Thence South 89°46'08" East along the North line of said Northwest Quarter, 56.67 feet to the Point of Beginning; Thence South 89°46'08" East along said North line, 50.00 feet to the East Right-of-Way line of N. Agnes Avenue as now established; Thence South 00°16'23" West, 5.00 feet; Thence North 89°46'08" West, 50.00 feet; thence North 00°16'23" East, 5.00 feet to the Point of Beginning.

Contains 250 square feet or 0.006 acres more or less.

