

[Above Space Reserved for Recorder of Deeds]

Document Title:	Covenant to Maintain Storm Water Detention Facility (Wilshire Hills)
Date of Document:	_____, 2024
Grantor Name:	Jeffrey E. Smith Investment Co, LLC
Grantee Name:	Lee's Summit, Missouri
Statutory Address:	206 Peach Way Columbia, MO 65203
Legal Description:	See Exhibits A and B

COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY AND BMPs WILSHIRE HILLS

THIS COVENANT made and entered into this ____ day of _____, 2024, by and between Lee's Summit, Missouri, a constitutionally chartered Municipal corporation (City), and Jeffrey E. Smith Investment Co., LLC , a corporation (the "**Developer**").

WHEREAS, Developer owns that certain real estate generally located northwest of the intersection between NE Manhattan Driveway in Lee's Summit, Jackson County, Missouri, (the "**Property**") more specifically described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Developer intends to cause the Property to be platted as the Final Plat of Wilshire Hills – 4th Plat, Lot 5, Lot 6 & Tract 1 (the "**Plat**"), in accordance with Article 7, Code of Ordinances of the City of Lee's Summit, Missouri;

WHEREAS, Developer intends to subdivide the Property and create pursuant to the Plat 5, 6 and Tract A along with future area shown in Exhibit B attached hereto;

WHEREAS, the storm water detention facilities to serve the Plat are located on Tract A on the Plat;

WHEREAS, the City and Developer agree that it is in the public interest to detain storm water for the benefit of the Property and surrounding areas;

WHEREAS, the provisions for the maintenance of the storm water detention facility is necessary to serve the development; and

WHEREAS, the Developer agrees at its cost to:

- a. Be responsible for the maintenance, repair and replacement if necessary of the storm water detention facilities and appurtenances (Facilities) within the storm water detention facilities located on Tract 1 on the Plat.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract 1 of the Plat.
- c. Keep the pipes, structures and appurtenances located on Tract 1 open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances located on Tract 1 in good working condition or replace same if necessary.
- e. Mowing the grass area within Tract 1.
- f. Maintain the grades within Tract 1 pursuant to the approved plan on file in the office of the Director of Public Works and identified as File No. _____.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

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

Sec. 1. City is granted the right, but is not obligated to enter upon Tract A of the Plat in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Developer fails to maintain same. City may also (a) charge the costs for such maintenance against the Property or the owners of Lots 5 and 6 within the set area served by the Facility on Tract 1; (b) assess a lien on Lots 5 and 6 within area shown by Exhibit B and (c) maintain suit against the Developer and/or owners of 5 and 6 within area shown by Exhibit B served by the Facility on Tract 1 for the unpaid cost of such maintenance. Unless necessitated by a threat to life and/or safety, City shall notify the Developer and/or the then current owners of Lots 5 and 6 as shown by Exhibit B not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 2. Developer shall not use nor attempt to use Tract 1 of the Plat 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. 3. This Covenant shall run with the land legally described in Exhibit A and Exhibit B. Developer shall remain liable under the terms of this Covenant unless and until Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 4. 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. 5. 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, 220 SE Green
Lee's Summit, Missouri 64063
Fax number: (816) 969-1221

Notice to Jeffrey E. Smith Investment Co., LLC shall be addressed to:

Jeffrey E. Smith Investment Co., LLC
206 Peach Way
Columbia, MO 65203

With copies to:

Rachelle Biondo, Esq.
Rouse Frets White
Goss Gentile Rhodes P.C.
4510 Belleview; Suite 300
Kansas City, MO 64111
816-753-9201 (fax)

Sec. 6. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 7. 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. 8. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 9. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Developer, its successors, assigns and transferees.

Sec. 10. Developer shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facility.

ATTESTATION BY CITY CLERK:

LEE'S SUMMIT, MISSOURI

By: _____

City Clerk

City's Director of City Planning &
Development

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this ____ day of _____, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Hector Soto, Planning Division Manager of the City of Lee's Summit, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Denise Chisum, City Clerk of the City of Lee's Summit, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Lee's Summit, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Lee's Summit, 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: _____

DEVELOPER:

Jeffrey E. Smith Investment Co., LLC,
a Missouri Corporation

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

By: _____
Name: _____
Title: _____

Date: _____

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

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024, before me appeared _____, to
me personally known, who, being by me duly sworn, did say that he/she is the
_____ of **Jeffrey E. Smith Investment Co., LLC**, a corporation of the State of
Missouri, and that said instrument was signed in behalf of said corporation, by authority of its
board of directors, and he/she acknowledged said instrument to be the free act and deed of said
corporation.

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

Notary Public within and for said
County and State

My term expires: _____

EXHIBIT A
Property

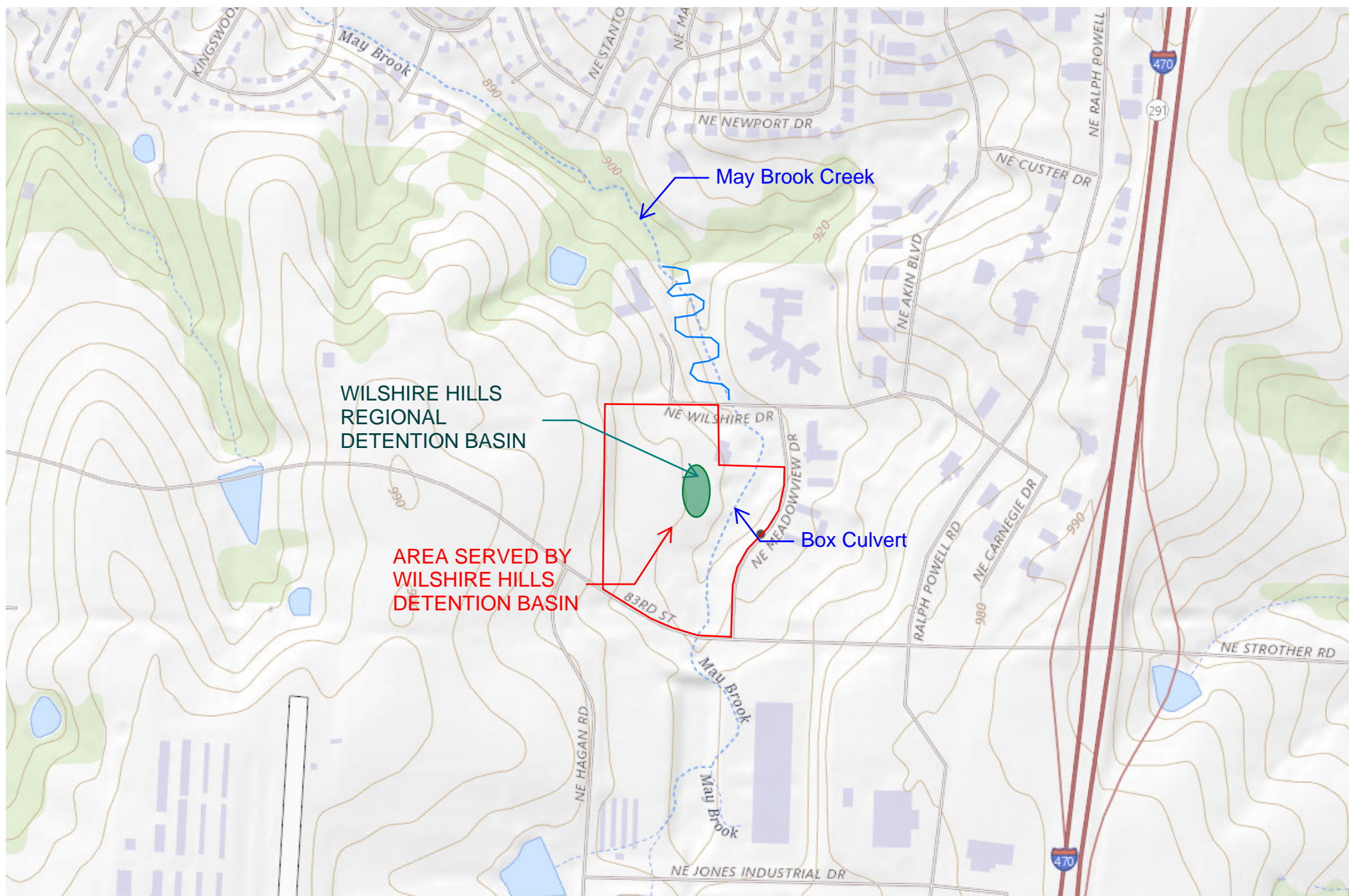
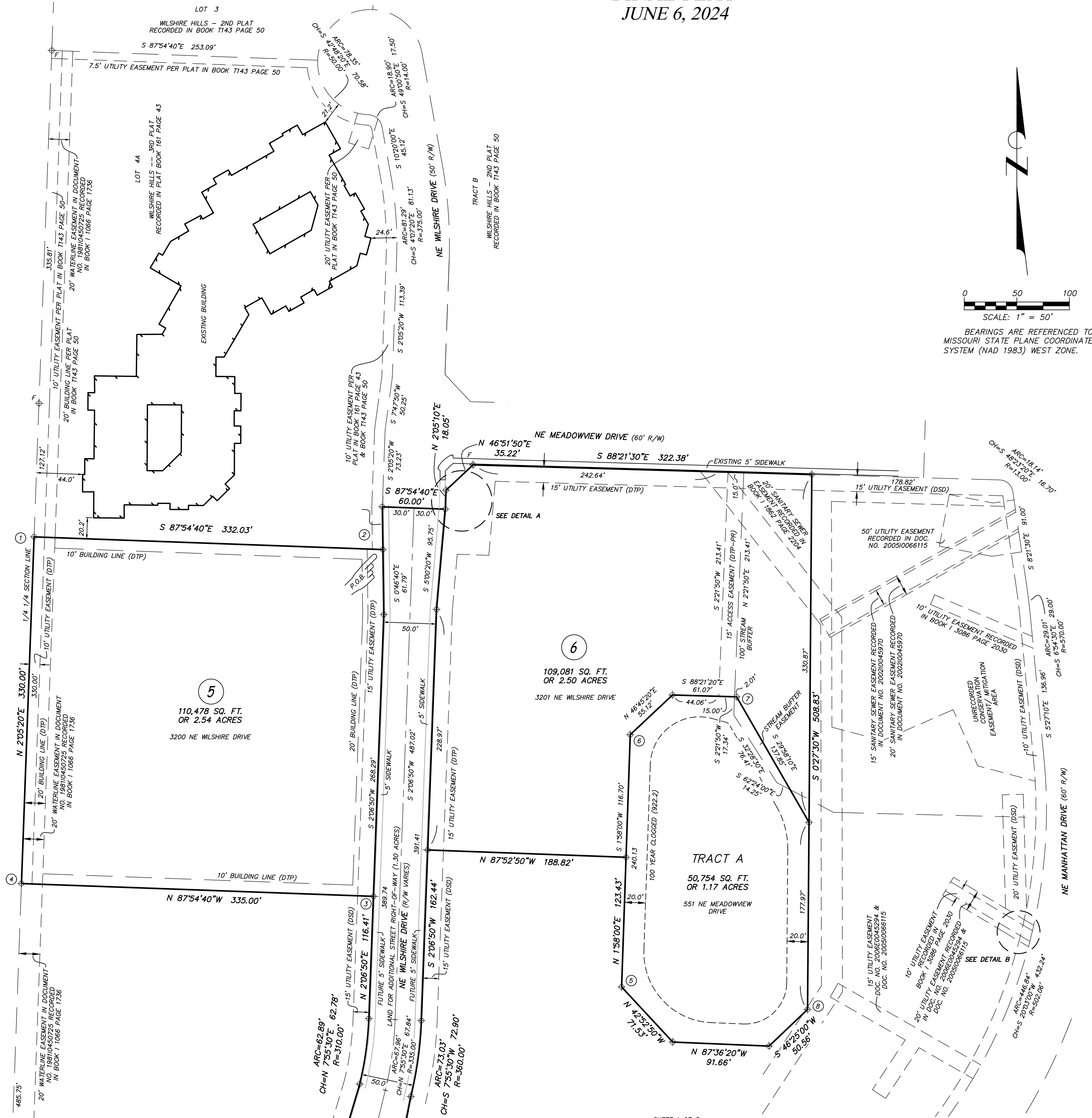


EXHIBIT B
Plat

WILSHIRE HILLS - 4TH PLAT, LOT 5, LOT 6 & TRACT A

FINAL PLAT
JUNE 6, 2024



RECORDER'S STAMP

MONUMENT LEGEND

- IRON
- DRILL HOLE
- FOUND
- DTP - CITY/PUBLIC
- DTP - PRIVATE
- DSD - DEDICATED BY SEPARATE DOCUMENT
- DSD - PRIVATE

ALL MONUMENTS ARE SET
UNLESS SHOWN (F) FOUND

CITY OF LEE'S SUMMIT:

THIS IS TO CERTIFY THAT THE FINAL PLAT OF WILSHIRE HILLS - 4th PLAT, LOT 5, LOT 6 & TRACT A, WAS SUBMITTED TO AND DULY APPROVED BY THE CITY OF LEE'S SUMMIT, MISSOURI PURSUANT TO CHAPTER 33 OF THE CITY OF LEE'S SUMMIT CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT ORDINANCE.

BY WILLIAM A. BAIRD MAYOR DATE
BY GEORGE M. BINGER, III P.E. CITY ENGINEER DATE
BY JOSH JOHNSON, AICP. DIRECTOR OF DEVELOPMENT SERVICES DATE
BY CYNDA RADER PLANNING COMMISSION SECRETARY DATE
BY TRISHA FOWLER ARCURI CITY CLERK DATE

APPROVED BY JACKSON COUNTY ASSESSOR

BY
DATE

ENGINEERING SURVEYS & SERVICES
MISSOURI L.S. CORP. #2004004672
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
EMAIL: FCARROZ@ESS-INC.COM

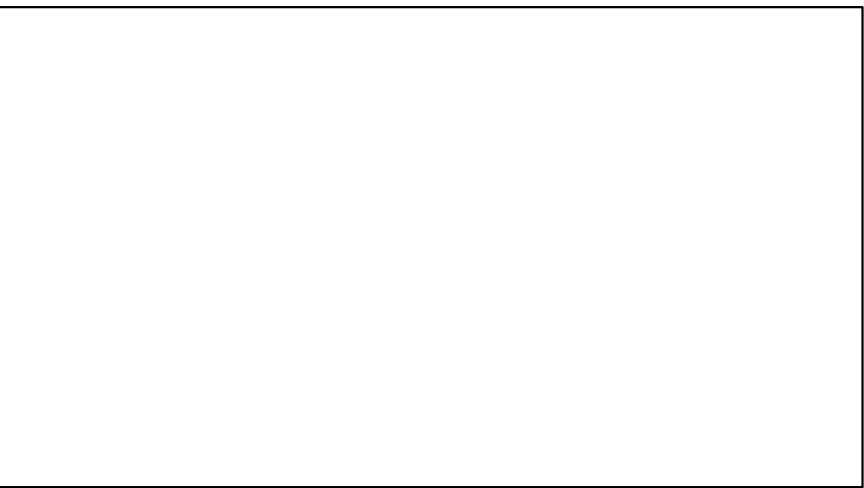
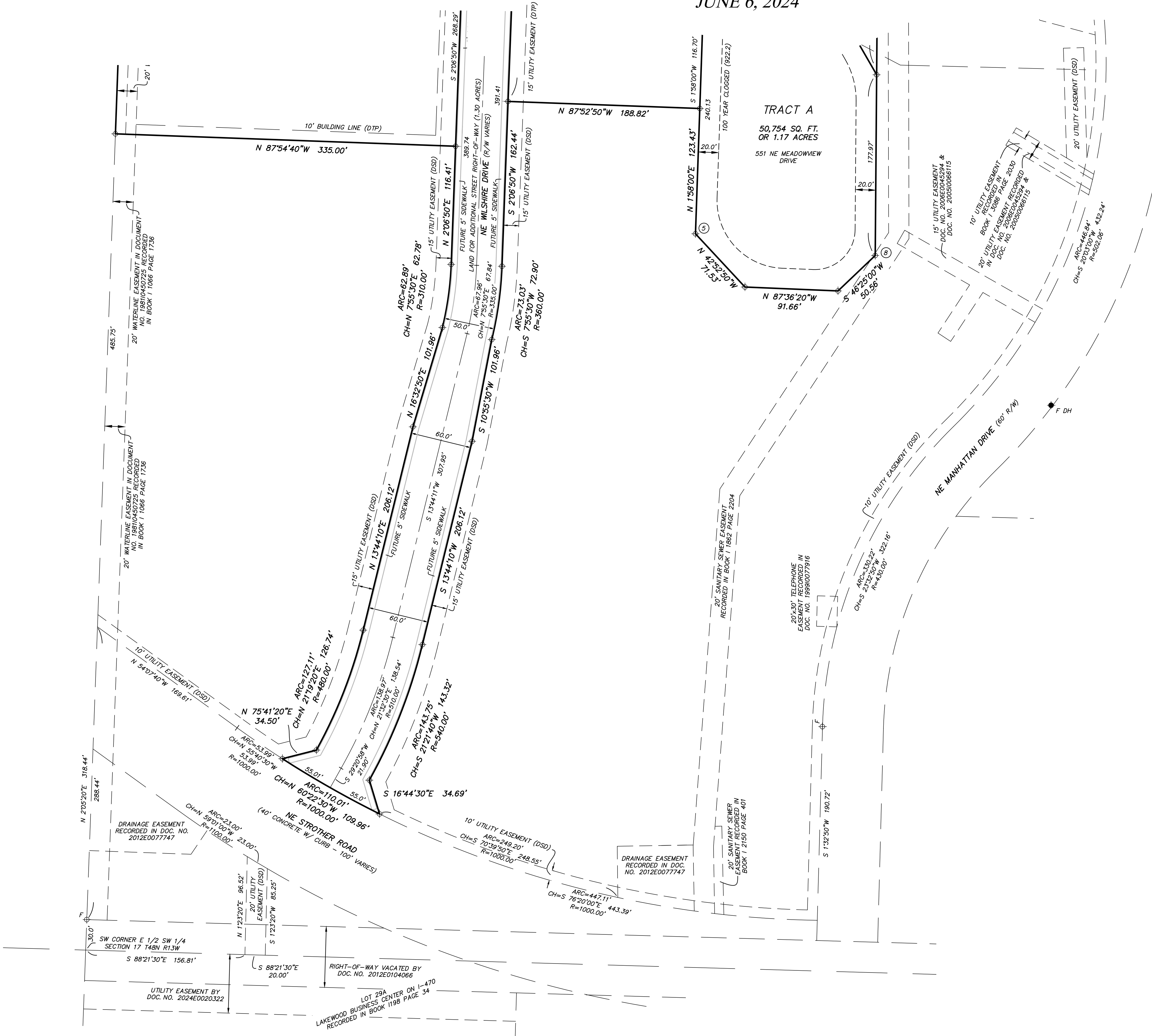
FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655



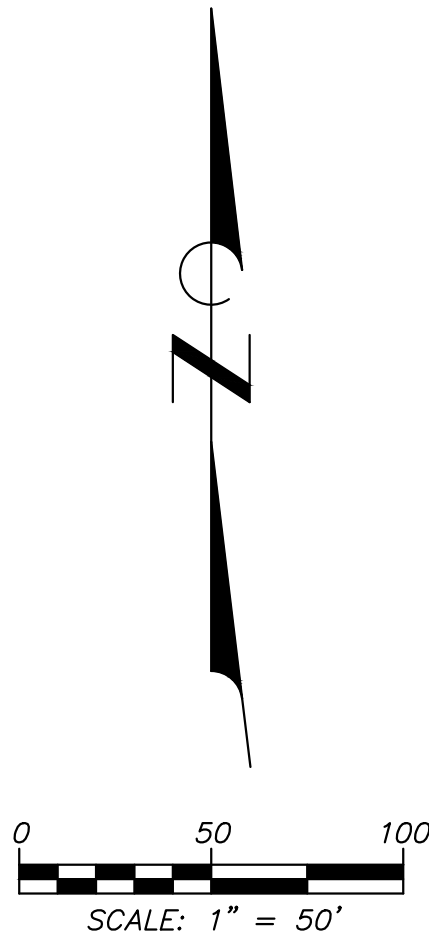
WILSHIRE HILLS - 4TH PLAT
SW 1/4 SECTION 17 T48N R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

WILSHIRE HILLS - 4TH PLAT, LOT 5, LOT 6 & TRACT A

FINAL PLAT
JUNE 6, 2024



RECORDER'S STAMP



BEARINGS ARE REFERENCED TO
MISSOURI STATE PLANE COORDINATE
SYSTEM (NAD 1983) WEST ZONE.

CITY OF LEE'S SUMMIT:

THIS IS TO CERTIFY THAT THE FINAL PLAT OF WILSHIRE HILLS - 4th PLAT, LOT 5, LOT 6 & TRACT A, WAS SUBMITTED TO AND DULY APPROVED BY THE CITY OF LEE'S SUMMIT, MISSOURI PURSUANT TO CHAPTER 33 OF THE CITY OF LEE'S SUMMIT CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT ORDINANCE.

BY _____ DATE _____
WILLIAM A. BAIRD
MAYOR

BY _____ DATE _____
GEORGE M. BINGER, III P.E.
CITY ENGINEER

BY _____ DATE _____
JOSH JOHNSON, AICP
DIRECTOR OF DEVELOPMENT SERVICES

BY _____ DATE _____
CYNDA RADER
PLANNING COMMISSION SECRETARY

BY _____ DATE _____
TRISHA FOWLER ARCURI
CITY CLERK

APPROVED BY JACKSON COUNTY ASSESSOR

BY _____ DATE _____

ENGINEERING SURVEYS & SERVICES
MISSOURI L.S. CORP. #2004004672
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
EMAIL: FCARROZ@ESS-INC.COM

Frederick E. Carroz III
FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655



WILSHIRE HILLS - 4TH PLAT
SW 1/4 SECTION 17 T48N R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

WILSHIRE HILLS - 4TH PLAT, LOT 5, LOT 6 & TRACT A

FINAL PLAT JUNE 6, 2024

DEVELOPMENT NOTES

- INDIVIDUAL LOT OWNER(S) SHALL NOT CHANGE OR OBSTRUCT THE EXISTING DRAINAGE FLOW LINES OR PATHS ON THE LOT UNLESS SPECIFIC APPLICATION IS MADE AND APPROVED BY THE CITY ENGINEERS.
- UPON REVIEWING THE MISSOURI DEPARTMENT OF NATURAL RESOURCES DATABASE MAINTAINED BY THE DIVISION OF GEOLOGY AND LAND SURVEY, NO ABANDONED OIL OR GAS WELLS WERE NOTED ON THE DESCRIBED LOT.
- TRACT A OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OF ALL STORMWATER CONVEYANCE, RETENTION, OR DETENTION FACILITIES TO BE LOCATED ON COMMON PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS OF WILSHIRE HILLS ECR. PRIOR TO THE RECORDING OF THE PLAT OR CONVEYANCE OF ANY OWNERSHIP INTEREST IN THIS PROPERTY, SUBDIVIDER SHALL RECORD COVENANTS THAT ARE REVIEWED AND APPROVED BY THE CITY WHICH COMPLY WITH SECTION 4.290 OF THE UDO, AS APPLICABLE TO THIS PROPERTY AND TRACT A. THESE STORMWATER DETENTION FACILITIES SHALL BE INSPECTED BY THE OWNER ON THE FREQUENCY SPECIFIED IN THE CURRENT CITY OF LEE'S SUMMIT DESIGN AND CONSTRUCTION MANUAL TO ASSURE THAT ALL INLET AND OUTLET STRUCTURES ARE FULLY-FUNCTIONAL, THE DETENTION BASIN HAS FULL STORAGE CAPACITY AND ALL LANDSCAPING, VEGETATION AND STRUCTURAL IMPROVEMENTS ARE BEING MAINTAINED IN ACCORDANCE WITH THE CURRENT CITY OF LEE'S SUMMIT PROPERTY MAINTENANCE CODE.

- IN THE AREAS DESIGNATED AS "STREAM BUFFER EASEMENT" THERE IS HEREBY GRANTED TO THE CITY AN EASEMENT FOR THE PURPOSE OF PROHIBITING ANY DEVELOPMENT OF ANY KIND AND PROHIBITING THE ERECTION, CONSTRUCTION, PLACEMENT OR MAINTENANCE OF ANY STRUCTURES UPON SUCH LAND, AS THE TERM "STRUCTURE" SHALL BE DEFINED IN THE CITY'S UNIFIED DEVELOPMENT ORDINANCE IN CHAPTER 33 OF THE CITY CODE OF ORDINANCES, AND PROHIBITING ANY CHANGE IN THE GRADE AND ELEVATION OF SUCH LAND, AND PROHIBITING THE ALTERATION OF THE NATURAL COURSE AND FLOW OF THE WATER IN THE STREAM, AND PROHIBITING THE DAMMING OR STOPPAGE OF THE WATER IN THE STREAM, AND TO REQUIRE THE OWNERS OF SUCH LAND TO KEEP AND MAINTAIN SUCH LAND IN ITS NATURAL VEGETATIVE STATE AND TO TEND, MAINTAIN AND MOW SUCH LAND AS REQUIRED BY THE CITY'S PROPERTY MAINTENANCE CODE IN CHAPTER 16 OF THE CITY CODE OF ORDINANCES, WHICH EASEMENT SHALL CONSTITUTE A SERVITUDE UPON THE LAND SO ENCUMBERED AND WHICH SHALL RUN WITH THE LAND IN PERPETUITY AND BE BINDING UPON THE LAND OWNERS, THEIR SUCCESSORS AND ASSIGNS AND ALL OTHER PARTIES CLAIMING UNDER THEM, AND SHALL REMAIN IN FULL FORCE AND EFFECT FOREVER. A WAIVER OR MODIFICATION TO THIS STREAM BUFFER EASEMENT, OR RELEASE OF THIS STREAM BUFFER EASEMENT, MAY BE GRANTED BY THE CITY ENGINEER ON BEHALF OF THE CITY AS TO ANY OR ALL AREAS SO DESIGNATED ON THIS PLAT, WHICH WAIVER, MODIFICATION, OR RELEASE SHALL BE RECORDED IN THE LAND RECORDS FOR JACKSON COUNTY.

OWNER & DEVELOPER

JEFFREY E. SMITH INVESTMENT CO., L.C.
206 PEACH WAY
COLUMBIA, MO 65203

FLOOD PLAIN NOTE

THIS PROPERTY IS LOCATED IN ZONE X "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD" AS SHOWN BY FIRM COMMUNITY PANEL NUMBER 29095C04306, DATED JANUARY 20, 2017.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JEFFREY E. SMITH INVESTMENT CO., L.C., BEING THE OWNER OF LOT 5, TRACT A AND THE REMAINING ACREAGE, AND WILSHIRE PROPERTIES, L.L.C., BEING THE OWNER OF LOT 4A, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO ONE LOT AND STREET DEDICATION AS SHOWN ON THE PLAT, AND THE PROPERTY SHALL HEREAFTER BE KNOWN AS WILSHIRE HILLS - 4TH PLAT, LOT 5, LOT 6 & TRACT A.

EASEMENTS: AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF LEE'S SUMMIT, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN, OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, ANCHORS, CONDUITS, AND, OR STRUCTURES FOR WATER, GAS, SANITARY SEWER, STORM SEWER, SURFACE DRAINAGE CHANNEL, ELECTRICITY, TELEPHONE, CABLE TELEVISION, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICES, ANY OR ALL OF THEM, UPON OVER OR UNDER THOSE AREAS OUTLINED OR DESIGNATED UPON THIS PLAT AS "UTILITY EASEMENTS" OR WITHIN ANY STREET OR THOROUGHFARE DEDICATED TO PUBLIC USE ON THIS PLAT. GRANTOR ON BEHALF OF HIMSELF, HIS HEIRS, HIS ASSIGNS AND SUCCESSORS IN INTEREST, HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING WITHOUT LIMITATION, SECTION 527.188 RSMo, (2006) ANY RIGHTS TO REQUEST RESTORATION OF RIGHTS PREVIOUSLY TRANSFERRED AND VACATION OF THE EASEMENTS HEREIN GRANTED.

STREET: ROADS AND STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE AS THOROUGHFARES ARE HEREBY SO DEDICATED.

BUILDING LINES: BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY LINE.

PRIVATE EASEMENTS: A 25 FOOT STORM SEWER EASEMENT, 15 FOOT ACCESS EASEMENT AND DRAINAGE EASEMENT NOTED WITH (DTP-PR) DEDICATED THIS PLAT - PRIVATE ARE HEREBY DEDICATED FOR USE BY THE OWNERS OF LOT 5, LOT 6 & TRACT A AND THEIR SUCCESSORS AND ASSIGNS.

IN TESTIMONY WHEREOF, THE UNDERSIGNED OWNER HAS HEREUNTO SET HIS HAND

THIS ____ DAY OF _____, 2024.

JEFFREY E. SMITH INVESTMENT CO., L.C.

BY: _____
WILL MARKEL, VICE PRESIDENT

STATE OF _____ } SS
COUNTY OF _____

ON THIS ____ DAY OF _____, 2024 BEFORE ME APPEARED WILL MARKEL TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT HE IS THE VICE PRESIDENT OF JEFFREY E. SMITH CO., L.L.C., A MISSOURI CORPORATION, AND A MEMBER OF WILSHIRE PROPERTIES, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATIONS AND THE SAID WILL MARKEL ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATIONS.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY TERM EXPIRES _____

_____, NOTARY PUBLIC

CITY OF LEE'S SUMMIT:

THIS IS TO CERTIFY THAT THE FINAL PLAT OF WILSHIRE HILLS - 4th PLAT, LOT 5, LOT 6 & TRACT A, WAS SUBMITTED TO AND DULY APPROVED BY THE CITY OF LEE'S SUMMIT, MISSOURI PURSUANT TO CHAPTER 33 OF THE CITY OF LEE'S SUMMIT CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT ORDINANCE.

BY _____ DATE _____
WILLIAM A. BAIRD
MAYOR

BY _____ DATE _____
GEORGE M. BINGER, III P.E.
CITY ENGINEER

BY _____ DATE _____
JOSH JOHNSON, AICP
DIRECTOR OF DEVELOPMENT SERVICES

BY _____ DATE _____
CYNDA RADER
PLANNING COMMISSION SECRETARY

BY _____ DATE _____
TRISHA FOWLER ARCURI
CITY CLERK

APPROVED BY JACKSON COUNTY ASSESSOR

BY _____

DATE _____

A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17 T48N R31W, IN LEE'S SUMMIT, JACKSON COUNTY, MISSOURI, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4A OF WILSHIRE HILLS -- 3RD PLAT, DOCUMENT NUMBER 2016E022915, RECORDED IN BOOK 161 PAGES 43, THENCE ALONG THE EAST LINE OF SAID LOT, N 0°46'40"W 40.65 FEET; THENCE LEAVING SAID LINE, S 87°54'40"E 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NE WILSHIRE DRIVE; THENCE ALONG SAID LINE, N 2°05'10"E 18.05 FEET; THENCE N 46°51'50"E 35.22 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NE MEADOWVIEW DRIVE; THENCE ALONG SAID LINE, S 88°21'30"E 322.38 FEET; THENCE LEAVING SAID LINE, S 0°27'30"W 508.83 FEET; THENCE S 46°25'00"W 50.56 FEET; THENCE N 87°36'20"W 91.66 FEET; THENCE N 42°52'50"W 71.53 FEET; THENCE N 1°58'00"E 123.43 FEET; THENCE N 87°52'50"W 188.82 FEET; THENCE S 2°06'50"W 162.44 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 360.00 FEET, A DISTANCE OF 73.03 FEET, THE CHORD BEING S 7°55'30"W 72.90 FEET; THENCE S 10°55'30"W 101.96 FEET; THENCE S 13°44'10"W 206.12 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00 FEET, A DISTANCE OF 143.75 FEET, THE CHORD BEING S 21°21'40"W 143.32 FEET; THENCE S 16°44'30"E 34.69 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NE STROTHER ROAD; THENCE ALONG SAID RIGHT-OF-WAY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, A DISTANCE OF 110.01 FEET, THE CHORD BEING N 60°22'30"W 109.96 FEET; THENCE LEAVING SAID LINE, N 75°41'20"E 34.50 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A DISTANCE OF 127.11 FEET, THE CHORD BEING N 21°19'20"E 126.74 FEET; THENCE N 13°44'10"E 206.12 FEET; THENCE N 16°32'50"E 101.96 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 310.00 FEET, A DISTANCE OF 62.89 FEET, THE CHORD BEING N 7°55'30"E 62.78 FEET; THENCE N 2°06'50"E 116.41 FEET; THENCE N 87°54'40"W 335.00 FEET TO THE 1/4 1/4 SECTION LINE; THENCE ALONG SAID SECTION LINE, N 2°05'20"E 330.00 FEET TO THE SOUTHWEST CORNER OF LOT 4A OF WILSHIRE HILLS -- 3RD PLAT; THENCE LEAVING SAID SECTION LINE AND ALONG THE SOUTH LINE OF SAID LOT 4A, S 87°54'40"E 332.03 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.51 ACRES.

THIS TRACT IS SUBJECT TO A WATERLINE EASEMENT RECORDED IN BOOK 1 1066 PAGE 1736, DOCUMENT NO. 1981I0450725 AND A 20 FOOT SANITARY SEWER EASEMENT RECORDED IN BOOK 1 1862 PAGE 2204.

THIS URBAN PROPERTY HAS BEEN SURVEYED AND SUBDIVIDED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

ENGINEERING SURVEYS & SERVICES
MISSOURI L.S. CORP. #2004004672
1113 FAY STREET
COLUMBIA, MO 65201
PHONE: (573) 449-2646
EMAIL: FCARROZ@ESS-INC.COM

Frederick E. Carroz III

FREDERICK E. CARROZ III
PROFESSIONAL LAND SURVEYOR
PLS - 2008016655



WILSHIRE HILLS - 4TH PLAT
SW 1/4 SECTION 17 T48N R31W
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI