

Scale 1" = 2000'

floodplain.

## FINAL PLAT **EVREN APARTMENTS**

PART OF THE NE 1/4, SW 1/4 & SE 1/4 OF SECTION 31, TOWNSHIP 48, RANGE 31, IN THE CITY OF LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

RIC KS CLS-2011003572 rzerr@ric-consult.com

## PROPERTY DESCRIPTION

A tract of land located in Lots 2A and 3A of LEE'S SUMMIT POLICE AND COURT FACILITY and located in part of Lots 4, 10, and 11 of SUMMIT PARK, both subdivisions of land in the City of Lee's Summit, County of Jackson, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016442, on August 14, 2024 as follows:

Beginning at the Northwest corner of said Lot 3A, said Point of Beginning being the intersection of the South right-of-way of Tudor Road and the East right-of-way of NW Commerce Drive as both now established in August 2024; thence East along the said South right-of-way the following eight (8) courses; thence South 89°23'50" East, 294.13 feet; thence easterly on a tangent curve to the left having an arc length of 53.10 feet, a radius of 2056.26 feet, and a chord that bears North 89°53'39" East, 53.10 feet; thence North 89°06'04" East, 131.81 feet; thence North 89°10'08" East, 50.84 feet, thence North 89°05'33" East, 218.28 feet; thence South 85°35'40" East, 117.20 feet; thence easterly on a tangent curve to the left having an arc length of 17.84 feet, a radius of 1935.80 feet, and a chord that bears South 87°37'03" East, 17.84 feet; thence South 87°52'53" East, 133.37 feet to a point on the West right-of-way of NE Douglas Street as now established in August 2024; thence South 43°02'31" East, along said West right-of-way, 21.23 feet; thence, continuing along said West right-of-way, South 01°43'57" West, 196.20 feet; thence, departing said West right-of-way, North 87°44'43" West, 212.12 feet; thence South 01°46'02" West, 105.95 feet; thence South 87°44'15" East, 227.15 feet to a point on the West right-of-way of said NE Douglas Street; thence South 01°48'47" West, along said West right-of-way, 210.65 feet; thence, departing said West right-of-way line, North 87°44'54" West, 595.09 feet; thence South 01°28'40" West, 98.08 feet; thence North 87°41'39" West, 557.52 feet to a point on the East right-of-way of NW Commerce Drive as now established in August 2024, thence northerly along said East right-of way the following four (4) courses; thence on a non-tangent curve to the left having an arc length of 255.61 feet, a radius of 279.95 feet, and a chord that bears North 28°09'11" East, 246.83 feet; thence North 02°01'33" East, 86.20 feet; thence North 87°27'31" West, 5.05 feet; thence North 02°00'01" East, 288.51 feet to the Point of Beginning containing 561,430 square feet or 12.888 acres.

PLAT DEDICATION: The undersigned proprietors of the above described tract of land have caused the same to be sub-divided in the manner as shown on the accompanying plat which subdivision shall be known as "EVREN APARTMENTS".

EASEMENT DEDICATION: 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 right to request restoration of rights previously transferred and vacation of the easement herein granted.

An easement is hereby granted to Lee's Summit, Missouri for the purpose of locating, constructing, operating, and maintaining facilities for water, gas, electricity, sewage, telephone, cable tv and surface drainage, and grading, including, but not limited to, underground pipes and conduits, pad mounted transformers, services pedestals, any or 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 any and all existing easements. Any utilities located within the designated utility easements, by virtue of their existence, do hereby covenant, consent, and agree that they shall be subordinate to said public right of way in the event that additional public right of way is dedicated over the location of the utility easement. Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All of the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Lee's Summit. 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.

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. The City of Lee's Summit, 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 safe 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 with the maintenance and use thereof.

SANITARY SEWER EASEMENT: A Sewer Easement (SS/E) for the location, construction, reconstruction, maintenance, operation and repair of sewerage improvements and any and all appurtenances incidental thereto in, under, upon, over and through. By the granting this easement, it shall not be construed to prohibit development of any adjoining property or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, buildings, and any other structure or obstruction (except sidewalks, roadways, pavement, grass, shrubs, fences, or curbs), which will interfere with The City of Lee's Summit, in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing and maintaining such sewerage improvements and appurtenances.

STREET DEDICATION: Streets shown on this plat and not heretofore dedicated for public use as thoroughfares, are hereby so dedicated.

BUILDING LINES: Building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built between this line and the lot line nearest thereto.

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 The City of Lee's Summit, 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 Service 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 The City of Lee's Summit, nor the U.S. Postal Service shall incur any liability by virtue of the exercise of such rights.

## APPROVALS

This is to certify that the Final plat of Evren Apartments, was submitted to and duly approved by the City of Lee's Summit, Missouri, pursuant to the United Development Ordinance No. 5209.

risha Fowler Arcuri - City Clerk	Date				
eorge M. Binger III, P.E City Engineer	Date				
obert G. McKay, AICP - Director of Planning & pecial Projects	Date				
ackson County Assessor / GIS Department	Date				
TESTIMONY WHEREOF, the undersigned prop isday of 20	rietor has caused this instru	nent to be executed			
ames E. Thomas Jr Authorized Representative SMO Tudor Apartments, LLC					
TATE OF <u>MISSOURI )</u> ) SS OUNTY OF <u>JACKSON )</u>					
E IT REMEMBERED, that on this day of _ ounty and State, came James E. Thomas Jr. who recuted the foregoing instrument of writing, and h	is personally known to me t	to be the same person who			
WITNESS WHEREOF, I have hereunto set my h	nand and seal on the day an	d year last written above.			
otary Public	My Appointment Expires:				24-0166
	EVREN APARTMENTS				
	<u>Prepared For:</u> Cityscape Residentia James E. Thomas Jr. 10 West Carmel Drive Carmel, Indiana 4603	e, Suite 200		Renaissar nfrastruct	ture

Date of Preparation: August, 2024

Certificates of Authorization: Missouri CLS-2011003572; Kansas CLS-234

913.317.950

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