

ORDINANCE NO. 201043

Approving the plat of Ayden Place 2nd Plat, an addition in Jackson County, Missouri, on approximately 0.76 acres generally located at James A. Reed Road and E. 65th Street, creating 4 lots for the purpose of constructing four two-family structures (one per lot); accepting various easements; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2020-00037)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Ayden Place 2nd Plat, a subdivision in Jackson 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.

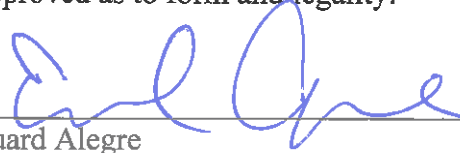
Section 3. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

ORDINANCE NO. 201043

Section 4. That the City Clerk is hereby directed to record copies 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 Jackson County, Missouri.

Section 5. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on November 17, 2020.


Approved as to form and legality:



Eluard Alegre
Assistant City Attorney

This is to certify that General Taxes for 2021, 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, May 25, 2022



Authenticated as Passed


Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

DEC 17 2020

Date Passed

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
06/02/2022 10:09 AM

NON-STANDARD FEE: EXEMPT FEE: \$24.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2022E0052536

Book: Page:
Diana Smith , Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

06/02/2022 9:58 AM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2022E0052526

Book: 204 Page: 11

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF AYDEN PLACE 2ND PLAT**

THIS COVENANT made and entered into this 1 day of March, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of APKC,LLC, a Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the North East Corner E 65th St & James A Reed Rd in Kansas City, of Jackson 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 Ayden Place 2nd Plat, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 1, 2 & 3 and Tract of A as shown on Exhibit "B" 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 of A 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 of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- 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 A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-108.
- 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 A 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, and/or the owners of Lots 1, 2 & 3 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1, 2 & 3 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1, 2 & 3 served by the Facility on Tract A 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 and Lots 1, 2 & 3 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract A 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:
APKC, LLC
33 I Street
Lake Lotawana, MO 64086
Sean Siebert, Member
816-365-3848

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 Jackson County, 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: Jay Williams
Director of City Planning and Development

Approved as to form:

Ed Lane
Assistant City Attorney

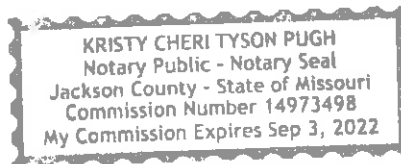
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 1 day of March, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jay Williams, 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 Sanchez, 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.

Kristy Cheri Tyson Pugh
Notary Public

My Commission Expires: September 3, 2022



OWNER

APKC, LLC
33 I Street
Lake Lotawana, MO 64086
Sean Siebert, Member
816-365-3848

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

By: [Signature]

Title: Member

Date: 2-23-2022

Check one:

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

Attach corporate seal if applicable

STATE OF MO)
COUNTY OF JACKSON) SS

BE IT REMEMBERED, that on the 23 day of FEB, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came SEAN SIEBERT, to me personally known, who being by me duly sworn did say that he/ is the member of APKC, LLC, and that said instrument was signed on behalf of said 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.

[Signature: Penelope S. Smith]
Notary Public

My commission expires: 3-18-22



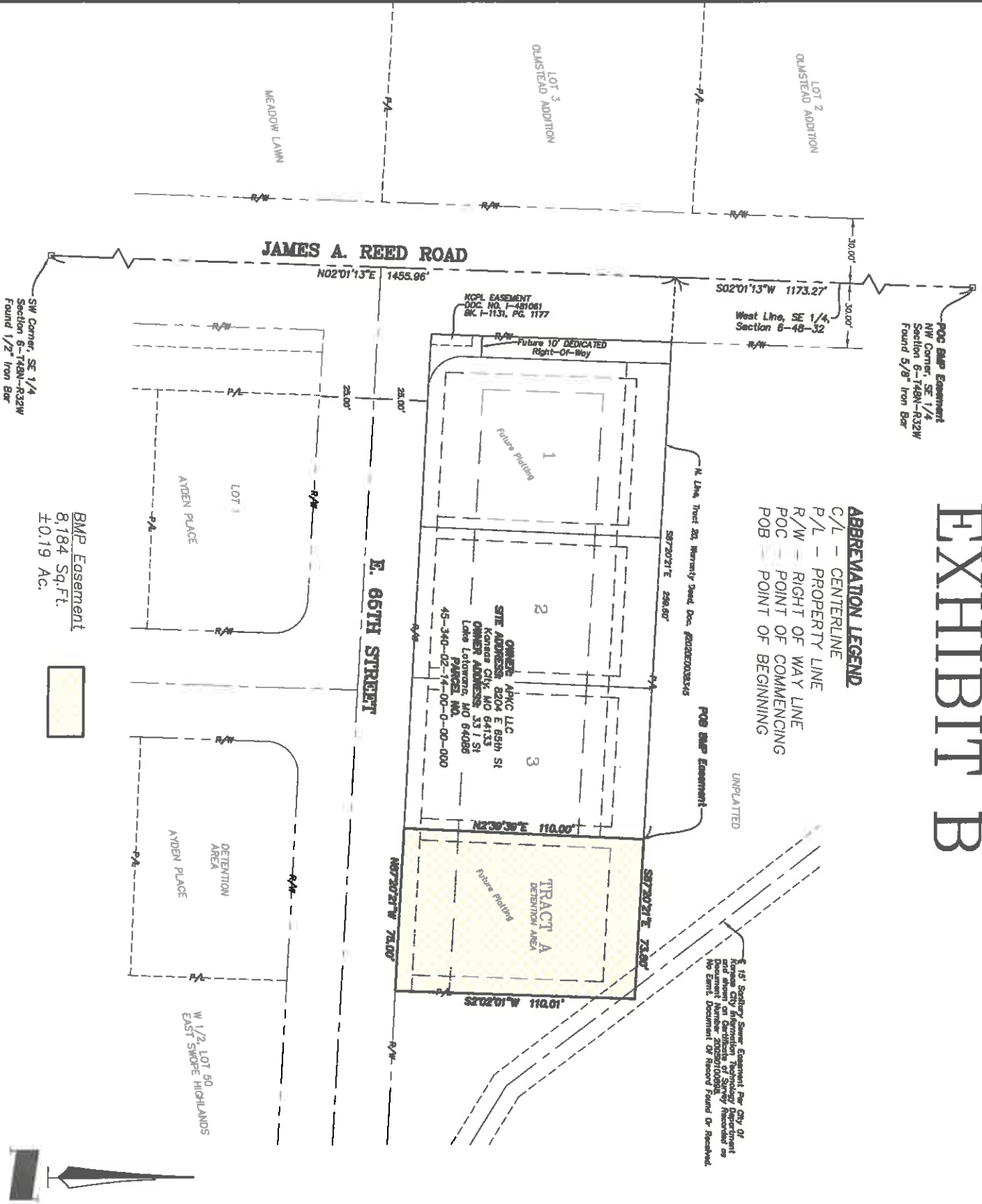
PENELOPE S. SMITH
My Commission Expires
March 18, 2022
Case County
Commission #14436032

EXHIBIT "A"

All that part of the Northwest Quarter of the Southeast Quarter of Section 6, Township 48, Range 32, Kansas City, Jackson County, Missouri, more particularly described as follows:
Commencing at the Northwest corner of the Southeast Quarter of said Section 6 (found 5/8" iron bar); thence South 02°01'13" West along the West line of said Quarter Section a distance of 1173.27 feet; thence South 87°20'21" East a distance of 30.00 feet to a point on the East right-of-way line of James A. Reed Road as now established, said point being the POINT OF BEGINNING; thence continuing South 87°20'21" East a distance of 303.40 feet; thence South 02°02'01" West a distance of 110.01 feet to the North right-of-way line of 65th Street as now established; thence North 87°20'21" West along said North right-of-way line a distance of 303.37 feet to the East right-of-way line of said James A. Reed Road; thence North 02°01'13" East along said east right-of-way line a distance of 110.01 feet to the POINT OF BEGINNING.

EXHIBIT B

- ABBREVIATION LEGEND**
- C/L - CENTERLINE
 - P/L - PROPERTY LINE
 - R/W - RIGHT OF WAY LINE
 - POC - POINT OF COMMENCING
 - POB - POINT OF BEGINNING



PROPERTY INFORMATION	
Owner:	APKC LLC 331 St Lake Lotawana, Missouri, 64086
Parcel No.:	
Easement Tract No.:	

Part of SE 1/4, SEC.6-T48N-R32W

KANSAS CITY, JACKSON COUNTY, MISSOURI

Prepared For:
Snyder & Associates, Inc.
802 Francis St.
St. Joseph, MO 64501

Project No: 20223
 Drawn By: BDH
 Checked By: JBL
 Date: 11/1/21
 Scale: 1"=60'
 File Name:
 20223 AYDEN PLACE 2ND PLAT



LOVELACE & ASSOCIATES
 Land Surveying - Land Planning
 929 SE 3rd Street
 Lee's Summit, Missouri 64063
 Tel: (816) 347-9997 Fax: (816) 347-9979

06/02/2022 10:09 AM

FEE: \$63.00

15 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2022E0052537

Book: Page:

Diana Smith, Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 17 day of May, 2022, between EVERGY METRO INC. (f/k/a KANSAS CITY POWER & LIGHT Company) (Grantor), APKC LLC (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, EVERGY METRO INC. has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Jackson County, Missouri, in Document No. I-481061, Book 1131 at Page 1177, parts of which are within the boundaries of a proposed street right-of-way to be known as JAMES A. REED ROAD, said street right of way being dedicated as part of the plat of AYDEN PLACE 2ND PLAT, a subdivision in Kansas City, Jackson 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 JAMES A. REED ROAD, 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

Grantee Mailing Address:

33 I Street

LAKE LOTAWANA, MO 64086

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 _____ [740 days after passage of final plat ordinance by City Council] in the Office of the Recorder of Deeds Jackson 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

Covid-19 Declared Emergency
Supplemental Notary Attestation

I, Kent Fredlund, the undersigned notary Attest that the following facts and conditions are true regarding the document to which this writing is attached:

1. That both I and the person signing the attached document declared truly that **we were both within the state of Missouri** at the time the document signer appeared remotely before me.
2. The remote verification utilized **Microsoft Teams** software and included **audio and visual** elements such that I could see and hear the signer contemporaneously with the appearance. **I was able to observe, question and interact with the person appearing** remotely.
3. I have recorded the details concerning this remote appearance, including the **time, software** used and other items normally required within my **journal**.
4. The **paper copy was transmitted to me within five business days** and I received the same timely.
5. The document attached hereto:
 - a. **Is a true and correct copy.**
 - b. **Was performed pursuant to Executive Order 20-08**, as extended by **Executive Order 20-10** and as further extended by several executive orders, including most recently **Executive Order 20-19**.

My signature and seal appear below.

Date: March 15, 2021

Kent Fredlund
Kent Fredlund

KENT FREDLUND
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/29/2024
COMMISSION # 12413848

THIS FORM NOT TO BE USED ON OR AFTER 31 March 2021

APKC LLC

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

Name: Ashley Siebert

By: 

Title: member

Date: 8/16/2021

Check one:

() Sole Proprietor

() Partnership

() Corporation

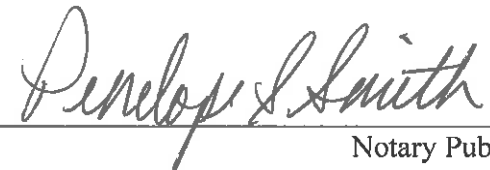
() Limited Liability Company (LLC)

ACKNOWLEDGEMENT

State of MD)
County of JACKSON) Ss:

On this 16 day of AUG, 2021, before me personally appeared ASHLEY SIEBERT, 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.


Notary Public

My Commission Expires: 3-18-22



PENELOPE S. SMITH
My Commission Expires
March 18, 2022
Case County
Commission #14430032

EXHIBIT

Existing R/W

LOT 3
OLMSTEAD
ADDITION



2022-1-22

LOT 1
MEADOW LAWN
SW Corner, SE 1/4 Section
6-148N-R32W Found 1/2"
Iron Bar

C/L JAMES A.
REED ROAD

West Line SE 1/4,
Section 6-48-32

S02°01'13"W
1264.86'

10' DEDICATED
Right-Of-Way
Per AYDEN PLACE 2ND
PLAT

40.00'

Existing R/W

POINT OF COMMENCING
NW Corner, SE 1/4 Section
6-148N-R32W Found 5/8"
Iron Bar

N02°01'13"E
18.75'
S87°58'47"E
30.00'

N87°20'21"W
5.00'

20' COMMON
AREA

New Right-of-Way
Line per AYDEN
PLACE 2ND PLAT

POINT OF
BEGINNING

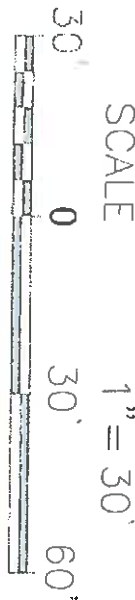
LOT 1
AYDEN PLACE
2ND PLAT

LOT 2
AYDEN PLACE
2ND PLAT

KCPL EASEMENT
DOC. NO. 1-481061
BK. 1-1131, PG. 1177

S02°01'13"W
18.77'

S87°30'31"E
5.00'



Existing R/W

LOT 1

C/L E. 65TH STREET

C/L MARSH
AVENUE

Project No: 20223
Drawn By: JWSJR
Checked By: JBL
Date: 1/21/2021
Scale: 1"=30'
File Name:
20223EXHIBIT.DWG

EXHIBIT
KCP&L EASEMENT
KANSAS CITY, JACKSON COUNTY, MISSOURI
KCMO Project No.:
Prepared For: SNYDER & ASSOCIATES, LLC
802 FRANCIS ST.
ST. JOSEPH, MO 64501

EXHIBIT A



LOVELACE & ASSOCIATES
Land Surveying - Land Planning
929 SE 3rd Street
Lee's Summit, Missouri 64063
Tel: (816) 347-9997 Fax: (816) 347-9979

EXHIBIT
1 of 1

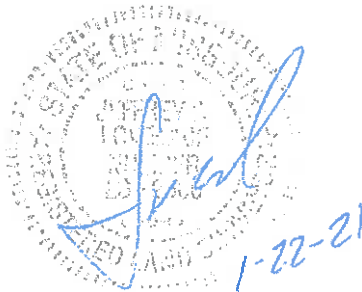
EXHIBIT B

DESCRIPTION:

Containing 93 square feet more or less.

All that part of and easement granted to Kansas City Power & Light Company as described in Corporation Quit Claim Deed filed for record with the Jackson County Missouri Recorder of Deeds office as Document Number I-481061 in Book I-1131 at Page 1177 situated in the Southeast Quarter of Section 6, Township 48 North, Range 32 West all lying in Kansas City, Jackson County, Missouri and being more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of said Section 6; thence South $02^{\circ}01'13''$ West along the West line thereof a distance of 1,264.86 feet; thence South $87^{\circ}58'47''$ East departing said West line a distance of 30.00 feet to the POINT OF BEGINNING; thence South $87^{\circ}30'31''$ East a distance of 5.00 feet; thence South $02^{\circ}01'13''$ West a distance of 18.77 feet; thence North $87^{\circ}20'21''$ West a distance of 5.00 feet; thence North $02^{\circ}01'13''$ East a distance of 18.75 feet to the POINT OF BEGINNING.



**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF AYDEN PLACE 2ND PLAT**

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WHEREAS, The Facilities, located on Tract of A 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

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- 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 A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-108.
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Sec. 2. City is granted the right, but is not obligated to enter upon Tract A 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, and/or the owners of Lots 1, 2 & 3 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1, 2 & 3 or both served by the Facility on Tract A;
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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 Jackson County, 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.

EXHIBIT "A"

All that part of the Northwest Quarter of the Southeast Quarter of Section 6, Township 48, Range 32, Kansas City, Jackson County, Missouri, more particularly described as follows:
Commencing at the Northwest corner of the Southeast Quarter of said Section 6 (found 5/8" iron bar); thence South 02°01'13" West along the West line of said Quarter Section a distance of 1173.27 feet; thence South 87°20'21" East a distance of 30.00 feet to a point on the East right-of-way line of James A. Reed Road as now established, said point being the POINT OF BEGINNING; thence continuing South 87°20'21" East a distance of 303.40 feet; thence South 02°02'01" West a distance of 110.01 feet to the North right-of-way line of 65th Street as now established; thence North 87°20'21" West along said North right-of-way line a distance of 303.37 feet to the East right-of-way line of said James A. Reed Road; thence North 02°01'13" East along said east right-of-way line a distance of 110.01 feet to the POINT OF BEGINNING.

