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**File #: 220007**

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ORDINANCE NO. 220007

Approving the plat of Davidson Elementary, an addition in Clay County, Missouri, on approximately 7.363 acres generally located north of N.E. 51st Street between N. Wayne Avenue to the west and N. Woodland Avenue to the east, creating 1 lot and 4 tracts for the purpose of the combining 2 lots for an elementary school; 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-2020-00042)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Davidson Elementary, a subdivision in Clay County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

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

Section 4. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 5. That the City Clerk is hereby directed to 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 Clay County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on January 5, 2021.

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 [Signature]

Dated, August 3, 2022

Approved as to form and legality:

[Signature]  
Eluard Alegre  
Assistant City Attorney



Authenticated as Passed

[Signature]  
Quintana, Mayor

Marilyn Sanders, City Clerk

JAN 13 2022

Date Passed

Recorded in Clay County, Missouri



Recording Date/Time: 09/15/2022 at 02:58:02 PM

Instr #: 2022030518

Book: 9448 Page: 51

Type: ORD

Pages: 3

Fee: \$27.00 E 20220026963

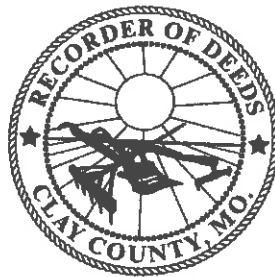


Katee Porter  
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE  
CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMO 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Katee Porter  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068



Recording Date/Time: 09/15/2022 at 02:58:02 PM

Instr #: 2022030520

Book: 9448 Page: 52

Type: REST

Pages: 11

Fee: \$76.00 N 20220026963

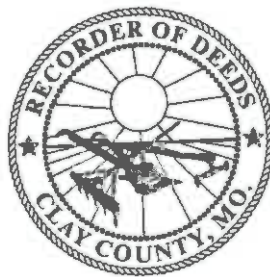


Katee Porter  
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE  
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

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



Katee Porter  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY  
PLAT OF DAVIDSON ELEMENTARY**

**THIS COVENANT** made and entered into this 29<sup>th</sup> day of June, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of School District 74, Corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 5100 N. Highland Avenue 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 Davidson Elementary, (**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 of 1 and Tract of Tract B as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of Lot 1 and require preservation and maintenance of storm water detention facilities, located on Tract of Tract B within the Plat, 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 for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility is 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 storm water detention facilities and appurtenances (Facilities) within the storm water detention facilities located on of Tract B.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract B.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mow the grass area within Tract B.
- f. Maintain the grades within Tract B pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-018.

- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract B in order to maintain 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 against Owner, and/or the owner of Tract B, and/or the owners of Lot 1 served by the Facility on Tract B;
- b. Assess a lien on either the Tract B or on the Lot 1 or both served by the Facility on Tract B;
- c. Maintain suit against Owner, and/or the owner of Tract B and/or the owners of Lot 1 served by the Facility on Tract B for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract B and Lot 1 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tract B shall not use, nor attempt to use, in any manner which would interfere with the operation of the Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:

Director of City Planning & Development  
City Hall, 414 East 12th Street  
Kansas City, Missouri 64106  
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:

School District 74  
Corporation  
2000 NE 46<sup>th</sup> St.  
Kansas City, MO 64116  
Jeff Vandel, Executive Director, Facilities  
816.321.5999

**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 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 Facility.

ATTESTATION BY CITY CLERK:

[Signature]  
City Clerk

KANSAS CITY, MISSOURI

By: Diane Binckley  
Director of City Planning and Development

Approved as to form:

[Signature]  
Assistant City Attorney

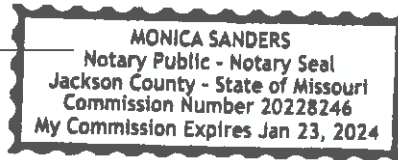
STATE OF MISSOURI        )  
  ) SS  
COUNTY OF Jackson    )

BE IT REMEMBERED that on this 29<sup>th</sup> day of June, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Diane Binckley, 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 Monalyn 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.

Monica Sanders  
Notary Public

My Commission Expires: Jan 23, 2024





OWNER  
 School District 74  
 Corporation  
 2000 NE 46<sup>th</sup> St.  
 Kansas City, MO 64116  
 Jeff Vandel, Executive Director, Facilities  
 816.321.5999

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

By: Jeff Vandel

Title: Executive Director - Facilities

Date: 6/16/22

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

Attach corporate seal if applicable

STATE OF Missouri )  
 ) SS  
 COUNTY OF Clay )

BE IT REMEMBERED, that on the 10th day of June, 2022 before me, the undersigned notary public in and for the county and state aforesaid, came Jeff Vandel, to me personally known, who being by me duly sworn did say that they are the Executive Director, Facilities of School District 74 and that said instrument was signed on behalf of said corporation by authority of its School Board and acknowledged said instrument to be the free act and deed of said corporation.

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

Margaret M. Cole  
 Notary Public

My commission expires: June 10, 2022

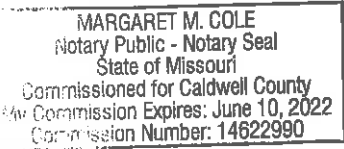


EXHIBIT "A" – DAVIDSON ELEMENTARY (PLAT) LEGAL DESCRIPTION

### Final Plat Davidson Elementary – Legal Description

Commencing at the Center of Section 36, Township 51 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri; thence along the South line of the Northwest Quarter thereof, N89°08'19"W a distance of 300.00' to a point on the East line of Lot A, Block 11, "North Park Gardens Blocks 1-11, a subdivision of record in Clay County, Missouri at Book 518, Page 48; thence along said East line N0°42'52"E a distance of 195.23' to a point on the South right of way of NE 52nd/ Terrace, as now established; thence along said right of way N70°24'29"E a distance of 49.97'; thence along a curve to the right, having a radius of 549.68', a chord bearing of N80°59'25"E and an arc length of 189.40'; thence continuing along said South line S89°08'19"E a distance of 67.38' to a point on the East line of the Northwest Quarter of said Section 36; thence continuing on said South right of way S89°08'33"E a distance of 180.40'; thence S0°42'52"W a distance of 245.00' to a point on the South line of the Northeast Quarter of said Section 36; thence continuing S0°42'52"W a distance of 290.00'; thence S29°55'00"W a distance of 257.03' to a point on the North right of way of Highland Avenue, as now established; thence along said line N88°58'23"W a distance of 55.00' to a point on the West line of the Southeast Quarter of said Section 36; thence N89°11'02"W a distance of 15.44'; thence continuing along said right of way on a curve to the left having a radius of 180.00', a chord bearing of S77°42' 25"W and an arc length of 82.90' to a point on the East line of "North Park Gardens Second Plat: of record in Clay County, Missouri at Book B, Page 20; thence along said line N33°40'42"W a distance of 362.03'; thence continuing along said line N0°42'52"E a distance of 235.00' to the Point of Beginning, containing 7.363 acres, more or less, subject to easements of record.

EXHIBIT "B" – TRACT B - COVENANT LEGAL DESCRIPTION

"EXHIBIT B"  
TRACT B DETENTION

All that part of the Southwest Quarter of Section 36, Township 51 N, Range 33 W in Clay County, Missouri, described as follows:

Commencing at the Southeast corner of Lot 24, "North Park Gardens Second Plat" a subdivision of record at Book B, Page 20, in the Clay County, Missouri Recorder of Deeds, the East line of said lot having a bearing of N33°40'42"W, thence along the North right of way of N. Highland Ave., as now established, on a curve to the right having a radius of 180.00', a chord bearing of N77°42'25"W a distance of 82.90'; thence S89°11'02"E a distance of 15.44' to a point on the East line of the Southwest Quarter of said Section 36; thence continuing on said North right of way S88°58'23"E a distance of 55.00'; thence departing said line N29°55'00"E a distance of 106.51'; thence N60°05'00"W a distance of 19.02' to the Point of Beginning of the subject easement; thence on a curve to the right having a radius of 22.02', a chord bearing of N76°05'10"W and an arc length of 56.17'; thence N2°50'20"W a distance of 46.00'; thence on a curve to the right having a radius of 52.84', a chord bearing of N5°48'18"E and an arc length of 15.08'; thence N14°30'38"E a distance of 20.50'; thence on a curve to the right having a radius of 20.01', a chord bearing of N57°39'27"E and an arc length of 28.29'; thence S81°49'12"E a distance of 47.45'; thence on a curve to the right having a radius of 16.08', a chord bearing of S30°06'27"E and an arc length of 28.82'; thence S30°32'15"W a distance of 88.58' to the Point of Beginning.

Prepared 3-11-2021.

MKEC Engineering



**MKEC**  
 MISSOURI KANSAS ENGINEERING CONSULTANTS  
 1000 N. GARDNER AVE., SUITE 200  
 KANSAS CITY, MO 64116  
 (816) 432-1100  
 MISSOURI PROFESSIONAL ENGINEERING NO. 0000000000  
 MISSOURI PROFESSIONAL SURVEYING NO. 0000000000

JAMES V. MOORE  
 LICENSE NO. 0000000000

**DAVIDSON ELEMENTARY**  
 FINAL PLAT  
 5100 N. HIGHLAND AVE., KANSAS CITY, MO. 64118

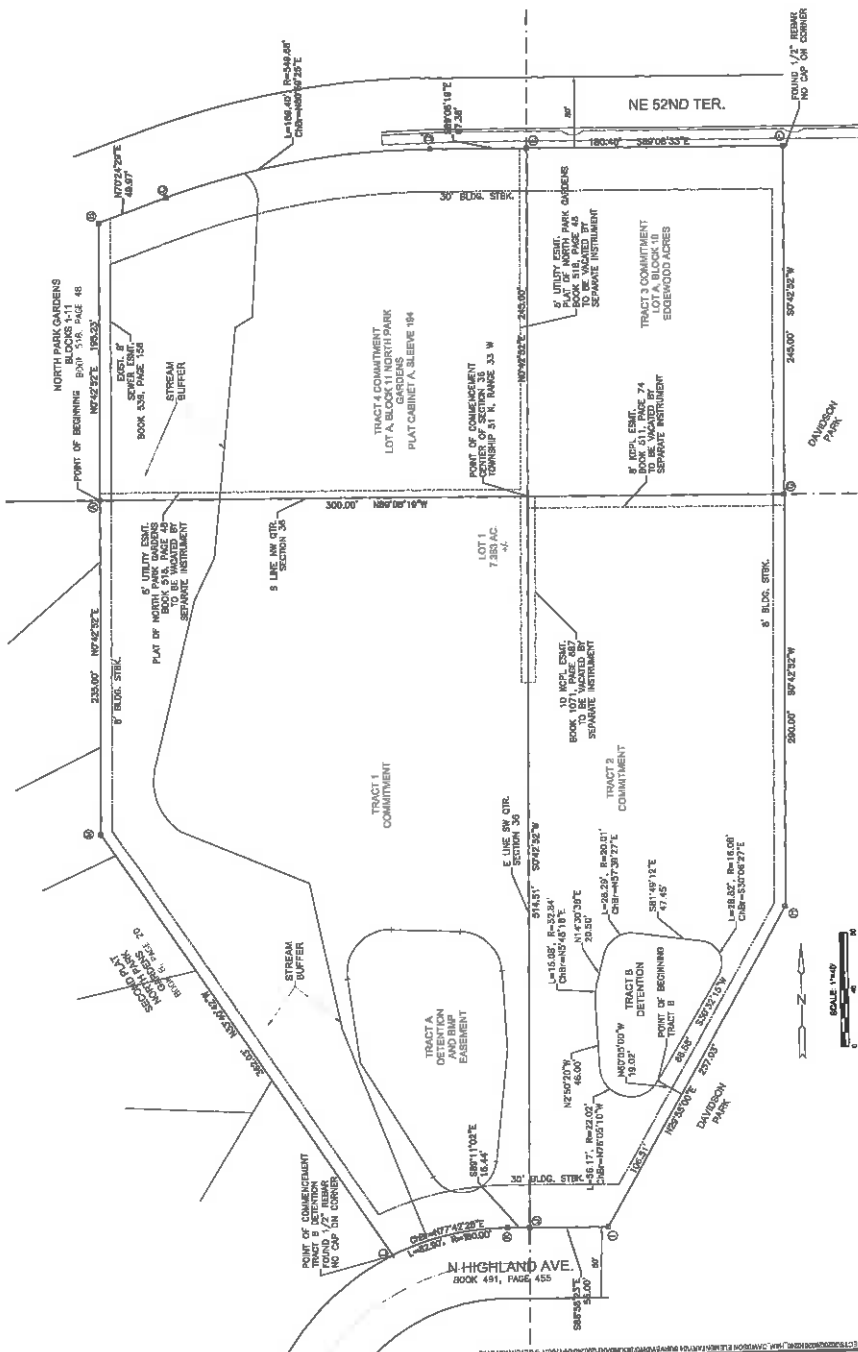
THIS PLAT IS SUBJECT TO ALL APPLICABLE ORDINANCES, REGULATIONS AND ORDERS OF THE BOARD OF SURVEYORS AND THE BOARD OF PUBLIC WORKS OF THE CITY OF KANSAS CITY, MISSOURI. THE BOARD OF SURVEYORS AND THE BOARD OF PUBLIC WORKS SHALL HAVE THE FINAL SAY AS TO THE ACCEPTANCE OF THIS PLAT.

PROJECT NO.	200010640
DATE	10-16-2003
SCALE	1"=40'
CREATED FROM	CONCRETE BSH
US	
NO. OF SHEETS	1
SHEET NO.	1 OF 1

**NOTES:**  
 Stream Buffer and Detention Tracts A and B to be established by separate instrument and maintained by School District #74, North Kansas City, MO.

**OWNER/DEVELOPER**  
 SCHOOL DISTRICT 74  
 JEFF WARELL  
 2000 N. GARDNER AVE., SUITE 200  
 KANSAS CITY, MO 64116  
 (816) 321-6883

**CIVIL ENGINEER**  
 MKEC ENGINEERING INC., SUITE 200  
 1000 N. GARDNER AVE., SUITE 200  
 KANSAS CITY, MO 64116  
 (816) 321-1100  
 BRILLIANT@MKEC.COM





Recording Date/Time: 09/15/2022 at 02:58:02 PM

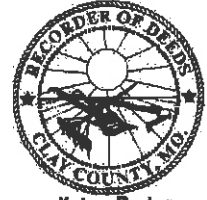
Instr #: 2022030521

Book: 9448 Page: 53

Type: REST

Pages: 11

Fee: \$76.00 N 20220026963

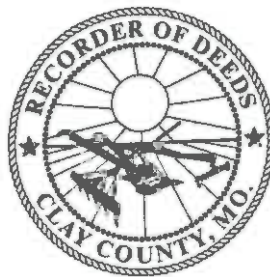


Katee Porter  
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE  
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

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



Katee Porter  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF DAVIDSON ELEMENTARY**

**THIS COVENANT** made and entered into this 29<sup>th</sup> day of June, 2022 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of School District 74, Corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 5100 N. Highland Avenue 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 Davidson Elementary (**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 of 1 and Tract of Tract 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 Tract 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 2021-018.
- 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 Lot 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lot 1 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 Lot 1 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 Lot 1 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:  
School District 74  
Corporation  
2000 NE 46th St.  
Kansas City, MO 64116  
Jeff Vandel, Executive Director, Facilities  
816.321.5999

**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 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:

\_\_\_\_\_  
City Clerk

KANSAS CITY, MISSOURI

By: *Sam Bickley*  
Director of City Planning and Development

Approved as to form:

*[Signature]*  
Assistant City Attorney

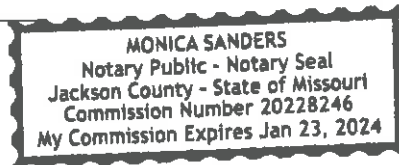
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF *Jackson*     )

BE IT REMEMBERED that on this *29th* day of *June*, *2022*, before me, the undersigned, a notary public in and for the county and state aforesaid, came *Diane Binckley*, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and *Marilyn Sanders*, *City Clerk* of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

*Monica Sanders*  
Notary Public

My Commission Expires: *Jan 23, 2024*



OWNER  
School District 74  
Corporation  
2000 NE 46th St.  
Kansas City, MO 64116  
Jeff Vandel, Executive Director, Facilities  
816.321.5999

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

By: Jeff Vandel

Title: Executive Director - Facilities

Date: 10/10/22

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

Attach corporate seal if applicable

STATE OF Missouri )  
                                  ) SS  
COUNTY OF Clay )

BE IT REMEMBERED, that on the 10th day of June, 2022,  
before me, the undersigned notary public in and for the county and state aforesaid, came Jeff  
Vandel, to me personally known, who being by me duly sworn did say that they are the  
Executive Director, Facilities of School District 74 and that said instrument was signed on behalf  
of said corporation by authority of its School Board and acknowledged said instrument to be the  
free act and deed of said corporation.

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

Margaret M. Cole  
Notary Public

My commission expires: June 10, 2022

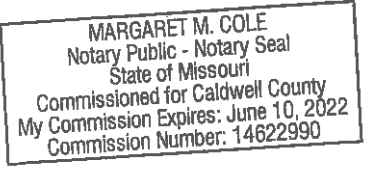


EXHIBIT "A" – DAVIDSON ELEMENTARY (PLAT) LEGAL DESCRIPTION

### Final Plat Davidson Elementary – Legal Description

Commencing at the Center of Section 36, Township 51 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri; thence along the South line of the Northwest Quarter thereof, N89°08'19"W a distance of 300.00' to a point on the East line of Lot A, Block 11, "North Park Gardens Blocks 1-11, a subdivision of record in Clay County, Missouri at Book 518, Page 48; thence along said East line N0°42'52"E a distance of 195.23' to a point on the South right of way of NE 52nd/ Terrace, as now established; thence along said right of way N70°24'29"E a distance of 49.97'; thence along a curve to the right, having a radius of 549.68', a chord bearing of N80°59'25"E and an arc length of 189.40'; thence continuing along said South line S89°08'19"E a distance of 67.38' to a point on the East line of the Northwest Quarter of said Section 36; thence continuing on said South right of way S89°08'33"E a distance of 180.40'; thence S0°42'52"W a distance of 245.00' to a point on the South line of the Northeast Quarter of said Section 36; thence continuing S0°42'52"W a distance of 290.00'; thence S29°55'00"W a distance of 257.03' to a point on the North right of way of Highland Avenue, as now established; thence along said line N88°58'23"W a distance of 55.00' to a point on the West line of the Southeast Quarter of said Section 36; thence N89°11'02"W a distance of 15.44'; thence continuing along said right of way on a curve to the left having a radius of 180.00', a chord bearing of S77°42' 25"W and an arc length of 82.90' to a point on the East line of "North Park Gardens Second Plat: of record in Clay County, Missouri at Book B, Page 20; thence along said line N33°40'42"W a distance of 362.03'; thence continuing along said line N0°42'52"E a distance of 235.00' to the Point of Beginning, containing 7.363 acres, more or less, subject to easements of record.

EXHIBIT "B" – TRACT A – COVENANT LEGAL DESCRIPTION

"EXHIBIT B"  
TRACT A DETENTION

All that part of the Southwest Quarter of Section 36, Township 51 N, Range 33 W in Clay County, Missouri, described as follows:

Commencing at the Southeast corner of Lot 24, "North Park Gardens Second Plat" a subdivision of record at Book B, Page 20, in the Clay County, Missouri Recorder of Deeds; thence along the East line of said subdivision N33°40'42"W a distance of 29.23'; thence departing said line N56°19'18"E a distance of 54.40' to the Point of Beginning of the subject easement; thence N31°25'59"W a distance of 95.46'; thence N7°54'51"W a distance of 59.79'; thence along a curve to the right having a radius of 30.00', a chord bearing of N42°29'07"E and an arc length of 52.78'; thence S87°06'55"E a distance of 48.48'; thence along a curve to the right having a radius of 30.00', a chord bearing of S45°05'49"E and an arc length of 44.00'; thence S3°04'42"E a distance of 56.13'; thence S6°24'04"W a distance of 78.57'; thence on a curve to the right having a radius of 24.00', a chord bearing of S77°29'02"W and an arc length of 59.55' to the Point of Beginning.

Prepared 03-11-2021.

MKEC Engineering



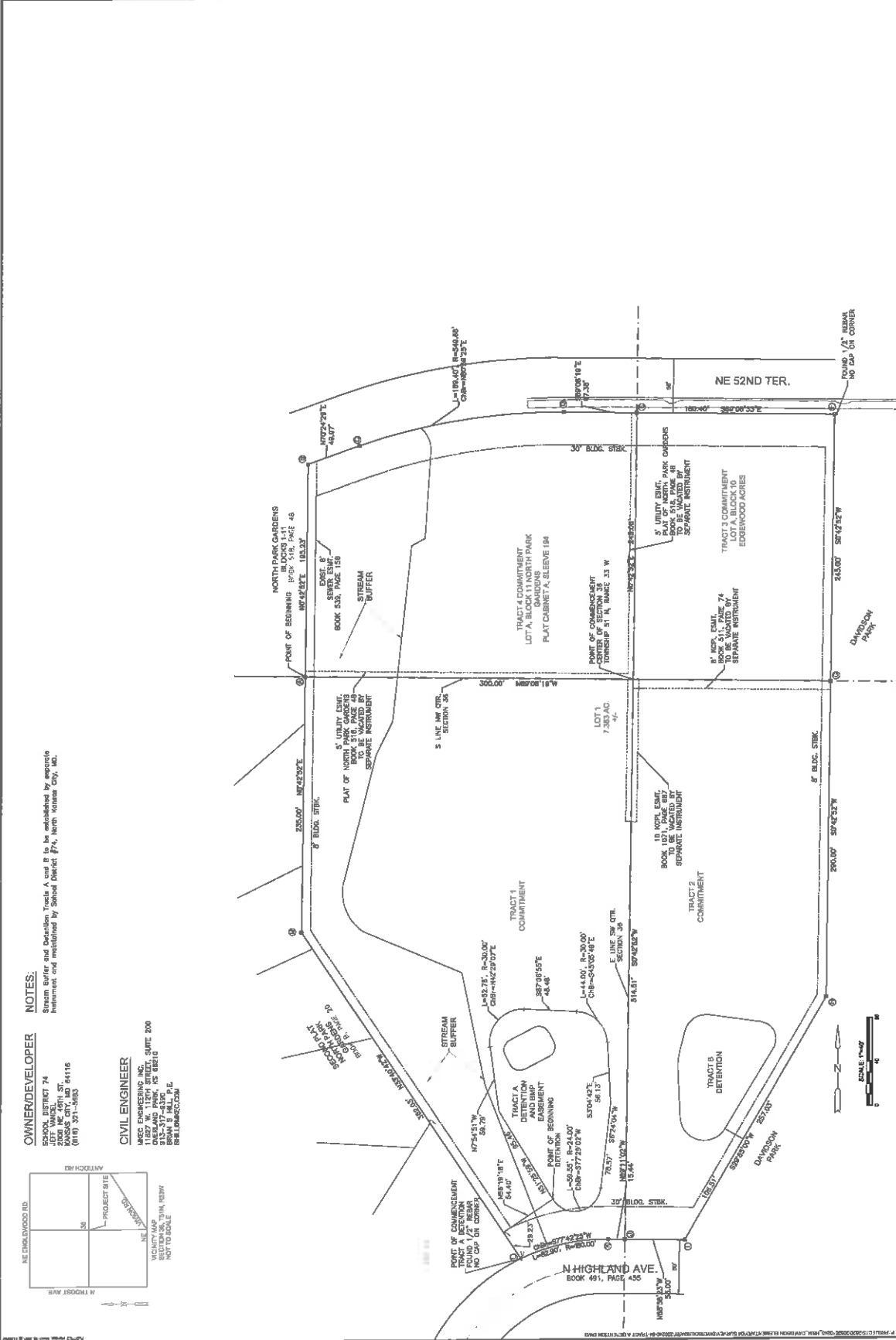


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**DAVIDSON ELEMENTARY**  
 DETENTION TRACT A

TRACT A

PROJECT NO.	2002010210
DATE	5-11-2021
SCALE	1"=40'
UTTERED IN	CONCISE
DATE	05/11/2021
SHEET NO.	1 OF 1



**NOTES:**  
 Stream Buffer and Detention Tract A and B to be established by separate instrument and maintained by School District #74, North Kansas City, MO.

**OWNER/DEVELOPER:**  
 SCHOOL DISTRICT 74  
 JEFF WARD  
 12345 N. HIGHLAND AVE.  
 KANSAS CITY, MO 64116  
 (816) 371-3883

**CIVIL ENGINEER:**  
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