

12/23/2019 10:39 AM

FEE: \$33.00 5 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2019E0105558

Book: Page:

Robert T. Kelly, Director, Recorder of Deeds

## DECLARATION OF CONSERVATION EASEMENT

**THIS DECLARATION OF CONSERVATION EASEMENT** (this "Declaration") is made and executed as of December 18, 2019, by **JACKSON COUNTY, MISSOURI**, a constitutional home rule county and political subdivision of the State of Missouri (the "Grantor"), with respect to the facts and objectives set forth in the following Recitals.

### RECITALS:

**A.** Grantor owns that certain tract of real property located in Kansas City, Jackson County, Missouri, which is generally located at the southwest corner of the intersection of Blue Ridge Boulevard and East Gregory Boulevard, the legal description of which is set forth on **EXHIBIT A** to this Declaration (the "Property").

**B.** Grantor intends the Property be used as part of the William M. Klein Park, a/k/a Cave Spring Park, and Grantor is executing and recording this Declaration in order to provide for the conservancy of the Property for recreation and educational purposes as hereinafter set forth.

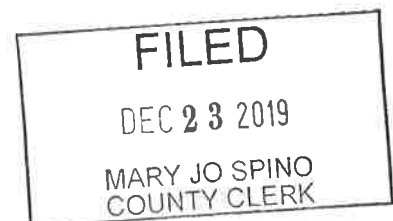
**NOW, THEREFORE**, Donor, for and in consideration of the benefits to itself, its successors, assigns and future grantees, hereby states and declares as follows:

1. **Declaration and Grant of Easement.** Grantor hereby grants, declares and establishes across the Property a permanent, non-exclusive easement for the benefit of Grantor and all other persons to permit the Property to remain used solely as a park for recreation, to preserve the historical and cultural aspects of the Property, and for educational purposes.

2. **Declaration of Conservation Covenants and Restrictions.** In furtherance of the foregoing easement rights, Grantor declares, makes and imposes the following covenants and restrictions on behalf of itself, its successors, assigns, transferees and grantees of all or any portion of the Property, which covenants and restrictions shall run with the Property in perpetuity as follows:

(a) Grantor, its employees and agents, and the lineal descendants of James M. Klein shall have the right to enter upon the Property at all reasonable times for the purpose of inspection to assure compliance with these covenants and restrictions for their intended purposes.

(b) The Property shall be used solely as a park, for recreational, cultural and historical preservation and educational purposes in perpetuity. Accordingly, all persons shall be



prohibited from constructing any improvements of any kind or taking any action on the Property that is inconsistent with such purposes without the prior written consent of Grantor.

(c) This Declaration, the easements, covenants and restrictions contained herein shall run with, burden and bind the Property and all owners of all or any portions thereof from time to time hereafter which are contained within or adjacent to the Property, and their respective legal representatives, heirs, successors, assigns, transferees and grantees, in perpetuity.

In the event that any person or entity takes any action or omits to take any action which violates the foregoing covenants and restrictions, Grantor may take such action as is necessary to enforce such compliance and recover its costs and expenses in such enforcement proceedings. If Grantor fails to promptly take action to enforce such compliance, then the oldest living lineal descendant of James M. Klein may do so. This right of enforcement shall include the authority and right to enter at all reasonable times upon any portions of the Property as to which a violation, breach or other condition needing remediation exists and taking such action as may be necessary to abate, extinguish, remove or repair any violation, breach or other condition which may exist contrary to the provisions of this Declaration. All costs and expenses, including reasonable attorneys' fees and costs, incurred by Grantor and/or the oldest living lineal descendant of James M. Klein in enforcing its rights and remedies herein shall be a binding, personal obligation of any person or entity breaching the provisions hereof, enforceable at law or in equity.

3. **Modification and Alteration.** The terms of this Declaration shall not be amended, modified, cancelled, abrogated or released without the prior written approval of both Grantor and the oldest then living descendant of James M. Klein.

4. **Miscellaneous.** Invalidation of a part or parts of this Declaration shall not affect any other part hereof and the same shall remain in full force and effect. This Declaration shall be construed in accordance with the laws of the State of Missouri. The paragraph, section or article headings in this Declaration are for convenience of reference only and shall in no way define or limit the scope or content thereof or this Declaration and shall not be considered in any construction or interpretation thereof.

[signature on following page]

IN WITNESS WHEREOF, Grantor has caused this Declaration of Conservation Easement to be executed by its duly authorized officers, as of the day and year first above written.

JACKSON COUNTY, MISSOURI

By: [Signature]  
Name: Frank White, Jr.  
Title: Jackson County Executive

ATTEST:

[Signature]  
County Clerk

APPROVED AS TO FORM:

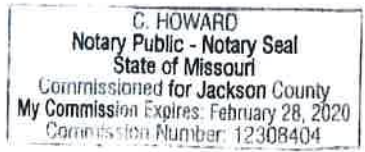
[Signature]  
Jay D. Haden, Chief Deputy County Counselor

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF JACKSON     )

On this 18<sup>th</sup> day of December, 2019, before me, the undersigned Notary Public in and for the county and state aforesaid, came Frank White, Jr. the Jackson County Executive of Jackson County, Missouri, who is personally known to me to be the same person who executed the foregoing instrument, and he/she acknowledged his/her execution of the foregoing instrument as the free act and deed of said Jackson County, Missouri for the purposes stated therein.

[Signature]  
Signature of Notary Public  
C. Howard  
Printed Name of Notary Public

My commission expires: February 28, 2020



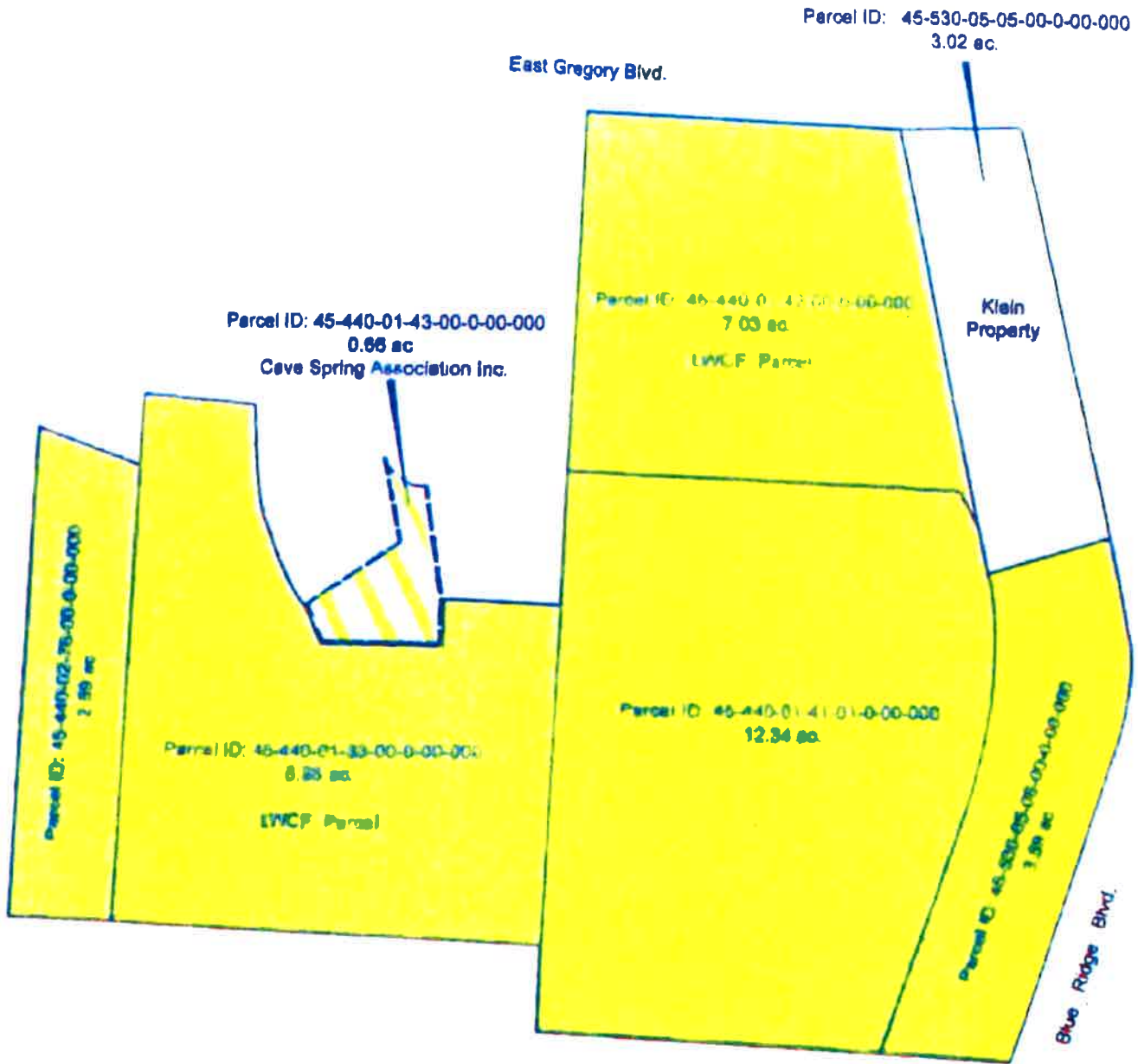
**EXHIBIT A**  
**TO**  
**DECLARATION OF CONSERVATION EASEMENT**

**Legal Description of Property**

**The East 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 7, Township 48, Range 32, and all that adjacent part of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 48, Range 32, that lies West of Blue Ridge Boulevard Extension; and the North 132 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 48, Range 32, and all that adjacent part of the North 132 feet of the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 48, Range 32, that lies West of Blue Ridge Boulevard Extension, partly in Kansas City and partly in Raytown, Jackson County, Missouri;**

# Attachment A

## Cave Spring Park Property Ownership Map



### Total Jackson County Parcel Acreage

Without Klein Parcel	<b>35.44 ac.</b>
With Klein Parcel	<b>37.46 ac.</b>