



AGENDA

Raymore Planning and Zoning Commission Regular Meeting
City Hall – 100 Municipal Circle
Tuesday, August 5, 2025
6:00 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Personal Appearances**
- 5. Consent Agenda**
 - A. Approval of Minutes from the July 15, 2025 Meeting
- 6. Unfinished Business**
- 7. New Business**
 - A. Election of Officers - Secretary
 - B. Case # 25025 - Cunningham of Creekmoor 5th Final Plat
- 8. City Council Report**
- 9. Staff Report**
- 10. Public Comment**
- 11. Commission Member Comment**
- 12. Adjournment**

MEETING PROCEDURES

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

Hearing aids are available for this meeting for the hearing impaired. Inquire with the City Clerk, who sits immediately left of the podium as one faces the dais.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JULY 15, 2025** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: MICHELLE PARKER, LOREN SHANKS, REGINALD TOWNSEND, MATTHEW WIGGINS, KELLY FIZER, ERIC SMITH, MARIO URQUILLA, AND MAYOR TURNBOW. ABSENT WAS AARON HARRISON. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY PLANNER DAVE MCCUMBER, CITY ATTORNEY JONATHAN ZERR, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. Call to Order – Chairman Wiggins called the meeting to order at 6:00 p.m.

2. Pledge of Allegiance

3. Roll Call – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.

4. Personal Appearances - None

Mayor Turnbow welcomed and introduced the new Commissioners.

5. Consent Agenda

a. Approval of Minutes from the June 3, 2025 meeting.

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow to approve the Consent Agenda.

Rollcall Vote on Motion:

Commissioner Parker	Aye
Commissioner Shanks	Aye
Commissioner Townsend	Abstain
Commissioner Harrison	Absent
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 7-0-1.

6. Unfinished Business - None

7. New Business -

a. Unified Development Code Amendment - Chapter 435 Signage (*public hearing*)

The public hearing opened at 6:02pm.

Development Services Director David Gress gave an overview of the Case. This Unified Development Code amendment will include a total rewrite of the signage section, bringing it up to current standards. The City Council held a work session last year regarding the changes they would like to see made. There were three types of reviews done for this amendment including a legal review, review of the challenges and interpretations of the language, and

review of the feedback that was received. The Commission was given the new section of Code to review, and the City Council will review the Case in August.

Mayor Turnbow noted that political signs have been an issue in the past, and asked Mr. Gress to elaborate on how the new Code would help with the issue.

Mr. Gress noted that political signs are governed by their own regulations outside of other permitted signs in the current Code. The current Code allows for one sign per street frontage per candidate. The revised Code allows for all temporary signs to be treated similarly, regardless of political content, and would allow for more signs, but has stricter regulations on where the signs can be placed.

Mayor Turnbow asked about political signs at polling locations on or near voting day, and whether a provision could be made to allow or disallow signs on City property or public areas during an election.

Mr. Gress stated that signs are not allowed to be placed on City property or in public areas. They must be placed on private property with the owner's consent.

City Attorney Jonathan Zerr mentioned that the new section of Code refers to signs in general, and the content of the sign may not be taken into account unless it has been deemed to incite violence or is considered obscene by the Supreme Court.

Chairman Wiggins asked if a 24-hour allowance period could be allowed.

Mr. Zerr suggested to the Commission to keep in mind that the signs cannot be allowed or disallowed based on content. This would allow any sign to be placed on City or public property during those 24 hours unless deemed as inappropriate by the Supreme Court or is inciting violence. While it can be an amendment suggested by the Commission, it would be difficult to regulate.

Commissioner Urquilla asked if a limit could be placed on the size or number of characters allowed on signs.

Mr. Zerr stated that signs cannot be allowed or disallowed based on content, so a character number limit is not allowed to be placed, but the overall size of the sign can be regulated.

Mr. Gress made a note that private events usually either have a permitted sign allowed by the City, or are not allowed signs at all depending on the event and location. Events held by the City do not have to have sign permits.

Commissioner Townsend asked about what happens to illegal signs that are removed by Code Enforcement.

Mr. Gress noted that the Code Enforcement Officer will sometimes allow the sign owners to retrieve the signs, and on other occasions, the signs are discarded.

Commissioner Shanks asked for clarification about the language regarding flags.

Mr. Gress noted that flags as expressed in the Code are referring to temporary quill type flags, usually put out by new businesses or for sales, and are not allowed by the current Code. The new Code allows for this type of sign to be used by businesses, but with size and placement restrictions. Flags on permanently installed flagpoles in residential yards are still allowed by the Code.

Commissioner Wiggins asked about flags and signs being hung or displayed on fences, decks, sheds, etc.

Mr. Gress noted that a permanent flag must be installed on a permanent flagpole. Hanging flags or signs on any of the aforementioned locations is not allowed per the Code, as they would be considered to be banners.

Commissioner Wiggins also voiced a concern about the content of some signs and flags he has seen around his neighborhood.

Mr. Zerr noted again that the signs and flags can only be governed by their location, not their content unless deemed inappropriate by the Supreme Court or is inciting violence.

Chairman Wiggins asked about commercial properties and whether the same new Code restrictions would apply to them.

Mr. Gress stated that yes, the new Code would still apply to them, though the sizing for temporary signs on commercial properties differs from what is allowed on residential properties.

Public hearing was closed at 6:36pm.

Motion by Commissioner Urquilla, seconded by Commissioner Fizer to accept the Staff proposed findings of fact for the 37th Unified Development Code Amendment, Chapter 435 Signage, and forward to the City Council with a recommendation of approval subject to the corrections as outlined.

Rollcall Vote on Motion:

Commissioner Parker	Aye
Commissioner Shanks	Aye
Commissioner Townsend	Aye
Commissioner Harrison	Absent
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 8-0-0.

8. City Council Report

City Attorney Jonathan Zerr noted that there were two City Council meetings since the Commission last met, and gave a brief overview.

9. Staff Report

Mr. Gress gave the staff report, including the Development Services monthly report, welcomed the new Commissioners, noted that Einstein Brothers Bagels plans to open soon, and mentioned that the August meeting is still planned to be held.

Commissioner Wiggins asked about Building 5 in the Raymore Commerce Center development.

Mr. Gress noted that the building is being built to suit, there is a tenant in place, but who it is can't be released just yet.

10. Public Comment

There were no public comments.

11. Commission Member Comment

Commissioner Parker thanked everyone for the welcome, and complimented Staff for their presentation.

Commissioner Shanks welcomed the new members to the Commission and thanked Staff.

Commissioner Townsend thanked the Commission and Staff.

Chairman Wiggins welcomed the new Commissioners, thanked Staff and the Commission, and asked about a new Secretary for the Commission.

Mr. Gress noted that Commission elections are usually held in November.

Commissioner Fizer thanked Staff, welcomed new Commissioners, and noted that the Art Commission has quite a few upcoming events that she recommends attending.

Commissioner Smith thanked staff and noted that he appreciated the conversation held.

Commissioner Urquilla welcomed new members and noted that Staff did a great job on their presentation.

Mayor Turnbow welcomed the new Commissioners and thanked the other Commissioners.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to adjourn the July 15, 2025 Planning and Zoning Commission meeting.

Rollcall Vote on Motion:

Commissioner Parker	Aye
Commissioner Shanks	Aye
Commissioner Townsend	Aye

Commissioner Harrison	Absent
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 8-0-0.

The July 15, 2025 meeting adjourned at 6:50pm.

Respectfully submitted,
Emily Jordan

RAYMORE PLANNING AND ZONING COMMISSION RULES OF PROCEDURE

Article I. Name of Commission.

The name of this organization shall be Raymore Planning and Zoning Commission (hereafter referred to as the "Commission").

Article II. Authorization.

The authorization for the establishment of this Commission is set forth under authorization of the Raymore Charter; Chapter 89 of RSMO; and Section 465.020 of the Unified Development Code.

Article III. Membership, term of office and vacancies.

Section 1. Composition of the Commission shall be in accordance with Section 465.020B of the Unified Development Code.

Section 2. The term of appointment for each Commission member shall be in accordance with Section 465.020C of the Unified Development Code.

Section 3. Vacancies on the Commission shall be filled in accordance with Section 465.020D of the Unified Development Code.

Article IV. Officers, Duties and Powers.

Section 1. The officers of the Commission shall consist of a Chairman, Vice-Chairman and a Secretary. These officers shall perform the duties prescribed by these rules in addition to their duties and responsibilities as a member of the Commission.

Section 2. The Chairman shall:

1. Preside at all meetings of the Commission;
2. Call special meetings of the Commission as needed;
3. See that all actions of the Commission are properly taken;
4. Be responsible for conducting the meeting and may take appropriate

- actions necessary for the Commission to fulfill its responsibilities; and
5. Pronounce the decisions of the Commission for purposes of recording in the minutes.

Section 3. The Vice-Chairman shall act during the absence, disability or disqualification of the Chairman and shall exercise or perform all duties and be subject to all the responsibilities of the Chairman. The Vice-Chairman shall succeed the Chairman if the office is vacated before the term is completed and serve the unexpired term of the vacated office. A new Vice-Chairman shall be elected at the next regular meeting.

Section 4. The Secretary shall act during the absence, disability or disqualification of the Chairman and Vice-Chairman and shall exercise or perform all duties and be subject to all the responsibilities of the Chairman. The Secretary shall also attest to the approval of all subdivision plats for recording purposes and to the approval of the Rules of Procedure and any amendments thereof.

Section 5. The powers and duties of the Commission shall be in accordance with Section 465.020 of the Unified Development Code.

Article V. Election of Officers.

Section 1. All offices of the Commission shall be filled within the group of eight (8) citizen members.

Section 2. The first regular meeting held on or after November 1st of each year shall be known as the annual organizational meeting and shall be for the purpose of electing officers.

Section 3. Nominations shall be made from the floor at the annual organizational meeting of the Commission scheduled for the first regular meeting held on or after November 1st of each year and the election of the officers specified in Section 1 of Article IV shall follow immediately thereafter.

Section 4. A candidate receiving a majority vote of the membership of the Commission in attendance shall be declared elected and shall serve for one year or until his/her successor shall take office.

Section 5. Vacancies in office shall be filled at the next regular meeting by nomination, and a majority vote. The officer elected to such vacancy shall serve only for the remainder of the term of officer he/she replaces.

Section 6. The Commission shall elect a Chairman Pro Tempore from among its members if the Chairman; Vice-Chairman; and Secretary are absent.

Article VI. Meetings and Public Hearings

Section 1. A schedule of regular meeting dates, including filing deadlines, shall be

established at the organizational meeting of the Commission.

Section 2. Regular meetings will be held on the first and third Tuesday of each month beginning at 6:00p.m. All meetings will be held in the Council Chambers unless otherwise stated.

Section 3. Regular meetings may be cancelled by the Chairman when there are no applications pending or reason for the Commission to meet. Notification must be provided to the Commission members and public at least forty-eight (48) hours prior to the time set for such a meeting.

Section 4. All meetings shall be open to the public, except for executive sessions called in accordance with applicable law.

Section 5. In addition to those required by law, the Commission may hold public hearings when it decides that such hearings will be in the public interest.

Section 6. Any person or group of people, desiring to be heard by the Commission during a personal appearance must submit their request to be heard or proposal in writing to the Development Services Director (hereafter referred to as "Director") at least five (5) working days in advance of the next regular meeting.

Section 7. Robert's Rules of Order are hereby adopted for the governing of the Commission in all cases not otherwise provided for in these rules. The City Attorney shall be consulted for interpretations of the rules stated herein or Robert's Rules of Order.

Section 8. Each member of the Commission, who has knowledge of the fact that he/she will not be able to attend a scheduled meeting of the Commission, shall notify the Director at the earliest possible opportunity and, in any event, prior to 5:00 p.m. on the date of the meeting. The Director shall notify the Chairman of any known absences.

Section 9. A Commissioner shall be deemed to be neglecting their duty if they fail to attend three (3) consecutive regular scheduled meetings of the Commission or more than twenty-five percent (25%) of the Commission's regular scheduled meetings as established by Article VI, Section 1 of these Rules of Procedure during any twelve (12) month period without being excused. The Commission may make a recommendation to the Mayor requesting the removal and replacement of a Commission member that is negligent in their duties for their remaining unexpired term as indicated in Article III. The Mayor may, with consent of the City Council, remove a member from the Commission for misconduct or neglect of duty.

Section 10. Any member of the Commission, who feels that he/she has a conflict of interest on any matter that is on the Commission agenda, shall voluntarily excuse themselves and refrain from discussing and voting on said items as a Commissioner.

Section 11. The Director must be informed prior to the meeting if the applicant desires a continuance. At least seven (7) days notice must be given to the Director in order for written notice of the continuance to be given to all interested parties. If the Director determines adequate notice is not given to allow a continuance of time, the application shall be scheduled for the Commission meeting and the applicant shall, in person or by agent, request a continuance at the meeting. It shall be within the discretion of the Commission to grant or deny requests for continuances at the meeting.

Section 12. In the presentation of a case, the burden shall be upon the applicant to supply all information, documentation, and evidence necessary for the Commission to have a clear understanding of the application. The Commission may continue the hearing or deny the application when in its judgment the applicant has not provided sufficient information or evidence to make a determination.

Section 13. If the applicant, or representative for the applicant, fails to appear at the scheduled meeting to present the application, the Commission may continue the application or take action upon the application in absence of the applicant.

Section 14. The Commission may require additional information as deemed necessary for a determination to be made on an application.

Section 15. The Chairman may impose reasonable limits upon the time for consideration of any item upon the Commission agenda or upon the presentation by any individual so that adequate time is afforded to all individuals wishing to speak on any application or other item before the Commission.

Section 16. The swearing in of witnesses and cross examination of witnesses shall be permitted only upon approval by a majority of the Commission.

Section 17. Once the Chairman has closed the public hearing, no comments or testimony may be made by the applicant or public unless specifically called upon by the Chairman to answer a question(s) or provide additional information.

Section 18. Any person who desires a verbatim record of the Commission meeting shall make provision for such verbatim record to be made. The Commission does not prepare or provide such a record.

Article VII. Order of Business.

The following order of business will normally be followed except it may be rearranged by the Chairman for individual items if necessary to expedite the conduct of business:

Section 1. The order of business at regular meetings shall ordinarily be:

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Personal Appearances
5. Consent Agenda
6. Old Business
7. New Business
8. City Council Report
9. Staff Report
10. Public Comment
11. Commission Member Comment
12. Adjournment.

Section 2. A motion from the floor must be made and passed in order to amend or add to any item on the agenda.

Section 3. All matters referred to the Commission by the City Council shall be placed on the calendar for consideration and action as soon as possible consistent with established deadlines.

Article VIII. Meeting Conduct

Section 1. An individual can only speak during the meeting under the following circumstances:

1. The individual has made a formal request to the Director to make a personal appearance before the Commission; or
2. A public hearing has been called by the Chairman and the Chairman has asked if anyone from the public has comments on the application being considered; or
3. An individual may speak under Public Comment at the end of the meeting.

Section 2. Individuals wishing to speak to the Commission must proceed to the podium and state their name and address for the record.

Section 3. Talking on phones or having a conversation that becomes disruptive to the conduct of business by the Commission is not allowed.

Section 4. Public displays, such as clapping, cheering, or comments when another person is speaking is not allowed.

Section 5. Discourteous, disorderly or contemptuous conduct shall be regarded as a breach of the privileges of the Commission and shall be dealt with as the Chairman may deem proper.

Article IX Employees.

The Development Services Department has been designated under the annual budget of the City of Raymore to provide staff support to the Commission. Staff support shall include the following:

1. Acceptance and scheduling of applications submitted to the City for consideration by the Commission;
2. Preparation of notices of meetings and legal notice publications for meetings of the Commission;
3. Preparation of staff reports and recommendations for all matters to come before the Commission;
4. Preparation of meeting agendas;
5. Delivery of packets to Commission members containing documents and information on all matters to be considered by the Commission at its meeting;
6. Preparation of minutes of regular and special meetings; and
7. Preparation of an annual report of Commission activity.

The Commission may employ consultants to aid in its work. Funding for any consultant may be requested as part of the annual budget process for the City. Selection of a consultant shall be completed by the Commission with the consent of the City Council.

Article X. Official Action.

Section 1. All deliberations of the Commission shall be conducted and made at a meeting that is open to the public, except those actions as authorized by statute under an executive session.

Section 2. A motion may be made by any member of the Commission after the agenda item has been introduced.

Section 3. A motion that does not receive a second shall die from lack of a second.

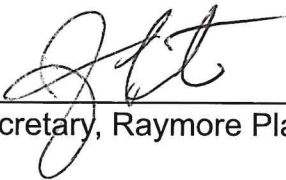
Section 4. Each member shall be entitled to one vote.

Article XI. Amendments.

These Rules of Procedure may be amended at any meeting of the Commission by a majority of the quorum of the Commission, provided that notice of said proposed amendment is given to each member in writing at least two weeks prior to said meeting.

Adopted this 20 day of September, 2022.

ATTEST:



Secretary, Raymore Planning and Zoning Commission

CUNNINGHAM AT CREEKMOOR 5TH FINAL PLAT

APPLICANT

Property Owner: Cooper Land Development
Engineering/Arch. Firm: Warger Associates

PROJECT LOCATION

Bentwater Drive &
Portsmouth Lane

REQUESTED ACTION

Final Plat Approval

PROJECT NARRATIVE

An application was filed requesting final plat approval of the 5th phase of the Cunningham subdivision, consisting of 36 lots located in the northwest corner of the Creekmoor PUD, west of N. Madison Street.

ZONING AND LAND USE SUMMARY

EXISTING ZONING

"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE

North: PUD, County Line Road/155th Street
South: PUD, Golf Course, Undeveloped Creekmoor
East: RE Rural Estate, Large Lot Residential
West: PUD, Golf Course, Undeveloped Creekmoor

TOTAL TRACT SIZE

13.67 ac

NUMBER OF LOTS

36

DENSITY

2.63 du/ac



PAST PLANNING ACTIONS -

- The Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor were approved by the City Council on January 26, 2004.
- The Cunningham at Creekmoor 1st Plat was approved by the City on August 25, 2008. It was subsequently vacated on July 10, 2017 prior to revising the overall layout of the Cunningham subdivision.
- The Cunningham at Creekmoor 2nd Plat was approved by the City Council on July 10, 2017. It contained 36 lots and 2 common tracts
- The site plan for the community pool was approved by the Planning Commission on October 3, 2017.
- The Cunningham at Creekmoor 3rd Plat was approved by the City on February 25, 2019. It contained 40 lots and 6 common tracts.
- The 4th Plat of Cunningham at Creekmoor was approved on December 9, 2024 by the City Council.

DEVELOPMENT STANDARDS -

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	8,400 sq. ft.
Lot Size per Dwelling Unit	8,400 sq. ft.
Lot Width x Lot Depth	70 ft. x 100 ft.
Front-Yard Setback	25 ft.
Rear-Yard Setback	25 ft.
Side-Yard Setback (interior)	7 ½ ft.
Side-Yard Setback (exterior)	20 ft.
Building Height	35 ft.

1. Is substantially the same as the approved preliminary plat.

The proposed final plat, including street names and road alignments and lot configurations are substantially the same as the approved preliminary plat.

2. Complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City.

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. Complies with any condition that may have been attached to the approval of the preliminary plat.

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	August 5, 2025
City Council	Review	August 25, 2025
City Council	Decision	September 8, 2025

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forward Case No. 25025 Cunningham at Creekmoor 5th Final Plat to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Cunningham at Creekmoor 5th final plat shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.

PROJECT ATTACHMENTS -

1. Site Photos
2. Final Plat Drawings
3. Development Agreement

Cunningham 5th Plat Photos



Looking West from Turnbridge Drive & Hanover Lane



Looking Northwest from Hanover Lane



Looking West from Hanover Lane



Looking Southwest from Hanover Lane



Looking West from Bentwater Drive & Hanover Lane

FINAL PLAT
CUNNINGHAM AT CREEKMOOR - 5TH PLAT
LOTS 128 THROUGH 163

PLAT DEDICATION:
THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS

"CUNNINGHAM AT CREEKMOOR- 5TH PLAT".

EASEMENT DEDICATION:
AN EASEMENT IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, AND CABLE TELEVISION, INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPES AND CONDUITS, POLES AND ANCHORS, PAD MOUNTED TRANSFORMERS, SERVICE PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER OR ALONGS THE STRIPS OF LAND DESIGNATED UTILITY EASEMENT (ABBREVIATED "UTIL. ESMT." OR "U/E"), PROVIDED THAT THE EASEMENT GRANTED HEREIN IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS, WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE SUCH AS "SANITARY SEWER EASEMENT" OR "DRAINAGE EASEMENT, OR D.E.", THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY.

AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" OR "D/E" ARE HEREBY RESERVED TO THE CITY FOR THE PURPOSE OF A NATURAL STORMWATER DRAINAGE EASEMENT OR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REMOVING, AND REPLACING STORMWATER DRAINAGE FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY. NO FENCE, WALL, PLANTING, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID DRAINAGE EASEMENT HEREBY DEDICATED AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DEDICATED AREA WITHOUT THE APPROVAL OF SAID CITY ENGINEER OF THE CITY OF RAYMORE. NO OBSTRUCTIONS MAY BE PLACED IN SAID DRAINAGE EASEMENT WHICH WOULD PREVENT INGRESS AND EGRESS OR THE SAME BY MAINTENANCE VEHICLES OR WHICH WOULD PREVENT SAID VEHICLES TRAVELING ON SAID DRAINAGE EASEMENT FOR MAINTENANCE PURPOSES.

THE UNDERSIGNED PROPRIETOR OF SAID PROPERTY SHOWN ON THIS PLAT HEREBY CERTIFIES THAT ALL PRIOR EXISTING EASEMENT RIGHTS ON LAND TO BE DEDICATED FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES RUNNING TO ANY PERSON, UTILITY OR CORPORATION HAVE BEEN ABSOLVED EXCEPT THAT SAME PERSON, UTILITY OR CORPORATION SHALL RETAIN WHATEVER EASEMENT RIGHTS THEY WOULD HAVE AS IF LOCATED IN A PUBLIC STREET.

BUILDING LINES, SETBACK LINES, AND UTILITY AND DRAINAGE EASEMENTS:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE LOCATED OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE OR LOT LINE NEAREST THERETO. THE BUILDING LINES AND SETBACK LINES SHALL CONTROL AS TO CONSTRUCTION OF A STRUCTURE UPON THE LOTS REFLECTED THEREON, SUBJECT, HOWEVER, TO THE PROVISIONS OF THE DECLARATION AFORESAID. UNLESS SHOWN OTHERWISE ON THE PLAT, ALL LOTS HAVE A SEVEN AND ONE-HALF FOOT UTILITY AND DRAINAGE EASEMENT ON THE INTERIOR OF ALL LOT LINES. SUCH EASEMENTS TO BE PARALLEL WITH THE CORRESPONDING LOT LINE. UTILITY AND DRAINAGE EASEMENTS ARE RESERVED BY THE DEVELOPER UPON ALL PROPERTY COVERED BY THE PLAT PURSUANT TO ARTICLE XII OF THE DECLARATION AFORESAID UNLESS SPECIFICALLY DESIGNATED OTHERWISE ON THE PLAT OR IN THE NOTES.

STREET DEDICATION:
STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

SIDEWALKS:
THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
A. 66% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
B. IT HAS BEEN 3 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.

COVENANTS AND RESTRICTIONS:
AT 1:44 O'CLOCK P.M. ON THE 8TH DAY OF SEPTEMBER, 2004, THE DEVELOPER, JOINED BY THE CREEKMOOR PROPERTY OWNERS ASSOCIATION, INC. ("ASSOCIATION"), A MISSOURI NOT-FOR-PROFIT CORPORATION, FILED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, A DECLARATION OF COVENANTS AND RESTRICTIONS FOR CREEKMOOR PLANNED UNIT DEVELOPMENT, RAYMORE, MISSOURI, WHICH DECLARATION IS THERE RECORDED IN BOOK 002493 AT DEED 000070 ET SEQ., AS AMENDED BY THAT AMENDMENT TO PROTECTIVE COVENANTS FOR CREEKMOOR, A PLANNED UNIT DEVELOPMENT, CASS COUNTY, MISSOURI, RECORDED ON THE 3RD DAY OF OCTOBER, 2006 IN DEED BOOK 02883, PAGE 0157 AT FILE NUMBER 369902 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI ("THE DECLARATION"). THIS PLAT IS FILED CONTEMPORANEOUSLY WITH THE FILING OF A SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, EXECUTED BY THE DEVELOPER, WHICH HAS THE EFFECT OF BRINGING THE LANDS REFLECTED UPON THE PLAT WITHIN THE PROVISIONS OF THE DECLARATION AFORESAID. THE DECLARATION AND THE SUPPLEMENTAL DECLARATION IN THEIR ENTIRETIES ARE BY REFERENCE MADE A PART OF THIS PLAT. THE PROVISIONS OF THE DECLARATIONS AFORESAID SHALL CONTROL AS TO THIS PLAT EXCEPT ONLY AS TO THE PROVISIONS HEREIN CONTAINED.

USE RESTRICTION:
ALL LOTS REFLECTED ON THIS PLAT ARE ZONED FOR RESIDENTIAL USE AND ONLY SINGLE FAMILY DETACHED STRUCTURES MAY BE CONSTRUCTED THEREON PURSUANT TO THE PROVISIONS. RESTRICTIONS, AND PROTECTIVE COVENANTS AS CONTAINED IN THE DECLARATION AFORESAID AND THE SUPPLEMENTAL DECLARATION. NO SINGLE FAMILY DETACHED STRUCTURE SHALL BE CONSTRUCTED WHICH SHALL HAVE A FLOOR SPACE OF LESS THAN THAT PROSCRIBED IN THE SUPPLEMENTAL DECLARATION.

ACCESS RESTRICTION NOTE:
ACCESS TO LOTS 128 AND 143 ARE RESTRICTED TO HANOVER LANE. ACCESS TO LOT 130 RESTRICTED TO TURNBRIDGE LANE.

LAKEFRONT LOTS NOTE:
THE FOLLOWING LOTS ON THIS PLAT ARE LAKEFRONT LOTS: LOTS 146 THRU 161. EACH LAKEFRONT LOT ON THIS PLAT WILL ACCOMMODATE A PRIVATE BOAT DOCK. DESIGN PLANS FOR PRIVATE BOAT DOCKS MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO COMMENCEMENT OF DOCK CONSTRUCTION.

100 YEAR FLOOD NOTE:
THE 100 YEAR FLOOD POOL LINE, AS SHOWN HEREON, HAS BEEN DETERMINED BY RENAISSANCE INFRASTRUCTURE CONSULTING AND IS NOT TO BE CONSIDERED AS A FEMA FLOOD BOUNDARY LINE. NO STRUCTURE OF ANY TYPE SHALL BE BUILT UPON ANY LOT BETWEEN SAID 100 YEAR FLOOD POOL LINE AS REFLECTED UPON THE PLAT AND THE LAKE SHORE PROPERTY LINE WITHOUT CONSENT, IN WRITING, OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE ARCHITECTURAL REVIEW COMMITTEE. SAID 100 YEAR FLOOD POOL LINE REPRESENTS THE POSSIBLE LEVEL OF THE FLOOD POOL THAT COULD OCCUR ON THE LAKE REFLECTED UPON THE PLAT. THAT PORTION OF THE LOT LYING BELOW THE 100 YEAR FLOOD POOL LINE AND EXTENDING TO THE BOUNDARY LINE OF LAKE CREEKMOOR AS REFLECTED UPON THIS PLAT IS RESERVED AS A FLOOD EASEMENT AND SAID EASEMENT WILL BE HELD BY THE CREEKMOOR PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

NORMAL POOL NOTE:
THE PROPERTY LINE (THE REAR LOT LINE) ALONG THE LAKE IS A MEANDER LINE AT A CONSTANT ELEVATION ONE TENTH OF ONE FOOT HIGHER THAN THE HIGHEST PROPOSED SPILLWAY ELEVATION OF 961.5, AS DETERMINED FROM MODNR CONTROL POINT CA-07.

LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM:
THE CREEKMOOR PLANNED UNIT DEVELOPMENT ("DEVELOPMENT") WILL BE SERVED BY A CENTRAL SEWER SYSTEM. THE CENTRAL SEWAGE DISPOSAL SYSTEM IN THE DEVELOPMENT WILL EMPLOY BOTH A GRAVITY FLOW METHOD AND A LOW PRESSURE GRINDER PUMP METHOD OF SEWAGE COLLECTION AND TRANSMISSION.

THE SERVING OF ANY LOT IN THE DEVELOPMENT BY THE LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM REQUIRES INSTALLATION BY THE ASSOCIATION OF A PUMP TANK, GRINDER PUMP, AND ASSOCIATED PLUMBING AND ELECTRICAL HARDWARE (COLLECTIVELY REFERRED TO AS THE "GRINDER SYSTEM") ON THE APPLICABLE LOT AT THE TIME OF INITIAL RESIDENCE CONSTRUCTION.

IN CONNECTION THEREWITH THE APPLICABLE LOT OWNER ("OWNER") OR BUILDER MUST, AT SUCH OWNER'S OR BUILDER'S EXPENSE: (AA) PROVIDE A SOURCE OF ELECTRICITY FROM THE RESIDENCE WIRING TO OUTSIDE THE MAIN WALL OF THE RESIDENCE WHERE THE PUMP INSTALLER MAY CONNECT ELECTRICITY TO THE GRINDER PUMP WIRING; AND (BB) EXTEND THE PLUMBING OF THE RESIDENCE OUTSIDE THE MAIN WALL OF THE RESIDENCE FOR CONNECTION TO THE PUMP TANK PROVIDED BY THE ASSOCIATION. THE COSTS OF SUCH INITIAL INSTALLATIONS INCURRED BY THE ASSOCIATION SHALL BE BORNE BY ALL CREEKMOOR OWNERS THROUGH GENERAL ASSESSMENTS LEVIED BY THE ASSOCIATION UNLESS AND UNTIL THE BOARD OF DIRECTORS OF THE ASSOCIATION ("BOARD") SHALL, BY RESOLUTION, OTHERWISE ELECT ANOTHER METHOD OR METHODS TO FUND SUCH COSTS.

THE OWNER UPON WHOSE LOT THE GRINDER SYSTEM IS INSTALLED WILL OWN THE GRINDER SYSTEM, ONCE INSTALLED, AND AS INSTALLED SUCH GRINDER SYSTEMS SHALL NOT CONSTITUTE COMMON PROPERTY.

THE ASSOCIATION SHALL THEREAFTER BE RESPONSIBLE, ON BEHALF OF BOTH THE ASSOCIATION AND THE APPLICABLE OWNER, FOR MAINTENANCE OF THE GRINDER SYSTEM ONCE INSTALLED AND SHALL THEREAFTER MAINTAIN, REPAIR AND, IF NECESSARY, REPLACE, UTILIZING IN DOING SO ANY INSTALLATION OR EQUIPMENT WARRANTIES WHICH MAY EXIST, THE GRINDER SYSTEM, ALL OF WHICH SHALL OCCUR AT THE EXPENSE OF THE APPLICABLE OWNER. THE ASSOCIATION SHALL PAY, ON AN INITIAL BASIS AND ON BEHALF OF THE APPLICABLE OWNER, ALL COSTS OF THE GRINDER SYSTEM'S MAINTENANCE, REPAIR AND, IF NECESSARY, REPLACEMENT, AND MAY ASSESS ALL SUCH COSTS TO THE OWNER AS A SPECIFIC ASSESSMENT OR, IN THE BOARD'S DISCRETION AND AS THE BOARD DEEMS APPROPRIATE, OTHERWISE COLLECT SUCH COSTS FROM THE APPLICABLE OWNER BY ANY OTHER METHOD THE BOARD MAY DETERMINE.

PROMPT AND FULL REIMBURSEMENT OF THE ASSOCIATION, PURSUANT TO SUCH ASSESSMENT OR OTHER METHOD OF COLLECTION, OF ALL COSTS OF GRINDER SYSTEM MAINTENANCE, REPAIR AND REPLACEMENT UPON A LOT SHALL BE THE APPLICABLE OWNER'S INDIVIDUAL RESPONSIBILITY AND SOLE EXPENSE. SUCH OWNER'S FAILURE TO REIMBURSE THE ASSOCIATION, TIMELY AND FULLY, FOR ALL SUCH COSTS INCURRED SHALL FURTHER GIVE THE ASSOCIATION THE RIGHT TO FILE A LIEN OR LIENS UPON THE APPLICABLE LOT OR LOTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION AND/OR TO PURSUE ANY OTHER LEGAL AND EQUITABLE REMEDY. AVAILABLE UNDER APPLICABLE LAW.

THE ASSOCIATION AND ITS DESIGNATED AGENTS OR EMPLOYEES SHALL HAVE THE RIGHT TO ENTER UPON ANY LOT OR OTHER PARCEL OF LAND TO PERFORM THOSE ACTS NECESSARY FOR THE INSTALLATION, OPERATION, INSPECTION, REPAIR, MAINTENANCE, AND REPLACEMENT OF THE ON-LOT GRINDER SYSTEMS.

NOTE: ALL OF THE LOTS ON THIS PLAT ARE TO BE SERVED BY A LOW PRESSURE GRINDER SYSTEM.

SURVEYOR CERTIFICATION:
I HEREBY CERTIFY: THAT THE PLAT OF "CUNNINGHAM AT CREEKMOOR- 5TH PLAT" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

SURVEYOR: ROGER A. BACKUES, PLS MO. NO. 2134

DEVELOPER:
COOPER LAND DEVELOPMENT, INC.
903 NORTH 47TH STREET SUITE 101
ROGERS, ARKANSAS 72756

SURVEYOR:
COOPER LAND AND CONSTRUCTION
SURVEYING
821 NE COLUMBUS, SUITE 100
LEE'S SUMMIT, MO 64063

PLAT DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED BY ROGER A. BACKUES, PLS-2134, DATED JUNE 27, 2025, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 119, "CUNNINGHAM AT CREEKMOOR, FOURTH PLAT, LOTS 87 THROUGH 127 AND TRACT I" A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI; THENCE SOUTH 08 DEGREES 46 MINUTES 30 SECONDS WEST, 140.12 FEET; THENCE NORTH 81 DEGREES 13 MINUTES 30 SECONDS WEST, 48.80 FEET; THENCE SOUTH 08 DEGREES 46 MINUTES 30 SECONDS WEST, 50.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 81 DEGREES 13 MINUTES 26 SECONDS EAST, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 08 DEGREES 46 MINUTES 30 SECONDS WEST, 12.26 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 66.87 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 14 SECONDS WEST, 154.07 FEET; THENCE SOUTH 20 DEGREES 05 MINUTES 37 SECONDS WEST, 58.28 FEET; THENCE NORTH 85 DEGREES 08 MINUTES 06 SECONDS WEST, 61.90 FEET; THENCE SOUTH 71 DEGREES 17 MINUTES 37 SECONDS WEST, 145.05 FEET; THENCE SOUTH 34 DEGREES 45 MINUTES 37 SECONDS WEST, 120.24 FEET; THENCE SOUTH 25 DEGREES 37 MINUTES 05 SECONDS WEST, 214.62 FEET; THENCE SOUTH 19 DEGREES 34 MINUTES 19 SECONDS WEST, 174.70 FEET; THENCE NORTH 83 DEGREES 02 MINUTES 27 SECONDS EAST, 196.13 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 06 DEGREES 57 MINUTES 33 SECONDS EAST, A RADIUS OF 225.00 FEET, AND AN ARC LENGTH OF 47.41 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 21.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 925.00 FEET AND AN ARC LENGTH OF 4.83 FEET; THENCE SOUTH 27 DEGREES 22 MINUTES 41 SECONDS EAST, 50.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 62 DEGREES 37 MINUTES 17 SECONDS WEST, A RADIUS OF 875.00 FEET, AND AN ARC LENGTH OF 107.57 FEET; THENCE SOUTH 34 DEGREES 25 MINUTES 21 SECONDS EAST, 99.55 FEET; THENCE SOUTH 52 DEGREES 26 MINUTES 22 SECONDS WEST, 35.01 FEET; THENCE SOUTH 06 DEGREES 02 MINUTES 50 SECONDS WEST, 79.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 08 DEGREES 13 MINUTES 59 SECONDS WEST, HAVING A RADIUS OF 295.56 FEET, AND AN ARC LENGTH OF 43.32 FEET; THENCE SOUTH 65 DEGREES 50 MINUTES 41 SECONDS WEST, 58.05 FEET; THENCE NORTH 40 DEGREES 50 MINUTES 15 SECONDS WEST, 169.85 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 49 DEGREES 09 MINUTES 45 SECONDS WEST, A RADIUS OF 375.00 FEET, AND AN ARC LENGTH OF 79.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 14.00 FEET, AND AN ARC LENGTH OF 20.89 FEET; THENCE SOUTH 65 DEGREES 50 MINUTES 41 SECONDS WEST, 50.00 FEET; THENCE NORTH 24 DEGREES 09 MINUTES 19 SECONDS WEST, 67.85 FEET; THENCE SOUTH 65 DEGREES 50 MINUTES 41 SECONDS WEST, 133.84 FEET; THENCE NORTH 16 DEGREES 42 MINUTES 35 SECONDS WEST, 44.29 FEET; THENCE NORTH 43 DEGREES 54 MINUTES 47 SECONDS WEST, 61.44 FEET; THENCE NORTH 36 DEGREES 40 MINUTES 19 SECONDS WEST, 135.38 FEET; THENCE NORTH 20 DEGREES 08 MINUTES 48 SECONDS EAST, 250.81 FEET; THENCE NORTH 17 DEGREES 10 MINUTES 22 SECONDS EAST, 90.08 FEET; THENCE NORTH 13 DEGREES 26 MINUTES 10 SECONDS EAST, 90.52 FEET; THENCE NORTH 28 DEGREES 18 MINUTES 49 SECONDS EAST, 198.32 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 00 SECONDS EAST, 97.25 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 43 SECONDS EAST, 90.67 FEET; THENCE NORTH 32 DEGREES 57 MINUTES 03 SECONDS EAST, 127.55 FEET; THENCE NORTH 42 DEGREES 07 MINUTES 13 SECONDS EAST, 140.17 FEET; THENCE NORTH 77 DEGREES 02 MINUTES 39 SECONDS EAST, 139.97 FEET; THENCE SOUTH 82 DEGREES 16 MINUTES 52 SECONDS EAST, 492.02 FEET TO THE POINT OF BEGINNING. CONTAINING 13.67 ACRES, MORE OR LESS.

ACKNOWLEDGEMENT:
COOPER LAND DEVELOPMENT, INC.
IN WITNESS WHEREOF, COOPER LAND DEVELOPMENT, INC., AN ARKANSAS CORPORATION,
HAS CAUSED THESE PRESENTS TO BE SIGNED THIS __DAY OF ____, 20__.

JODY LATHAM
PRESIDENT

STATE OF _____)
_____)SS
COUNTY OF _____)

ON THIS __ DAY OF ____, 20__, BEFORE ME APPEARED JODY LATHAM, PRESIDENT OF COOPER LAND DEVELOPMENT, INC. TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL
AT MY OFFICE
IN _____, THE DAY AND YEAR LAST ABOVE WRITTEN.

SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

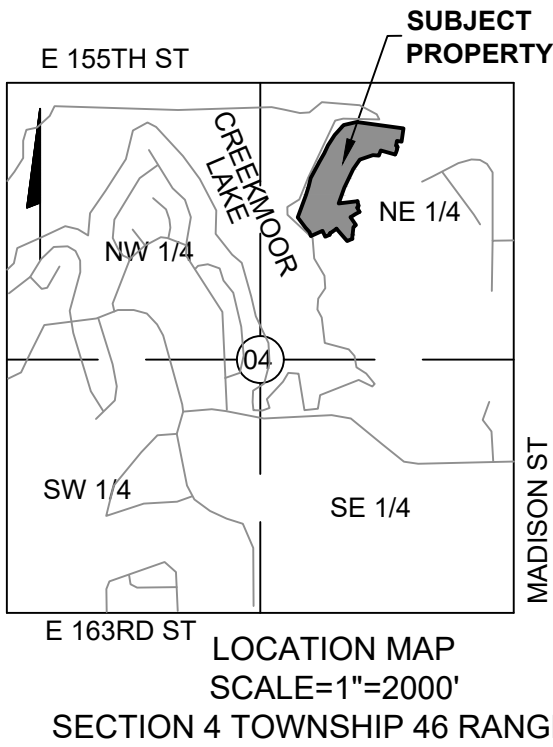
MY TERM EXPIRES _____

CITY OF RAYMORE, MISSOURI:
THIS PLAT OF "CUNNINGHAM AT CREEKMOOR- 5TH PLAT" INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NUMBER _____
DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI ON THE ____ DAY OF _____, 202__.

KRISTOFER P. TURNBOW, MAYOR
ATTEST: _____
CITY CLERK
CITY ENGINEER

CITY PLANNING COMMISSION:
THIS PLAT OF "CUNNINGHAM AT CREEKMOOR- 5TH PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 202__.

SECRETARY

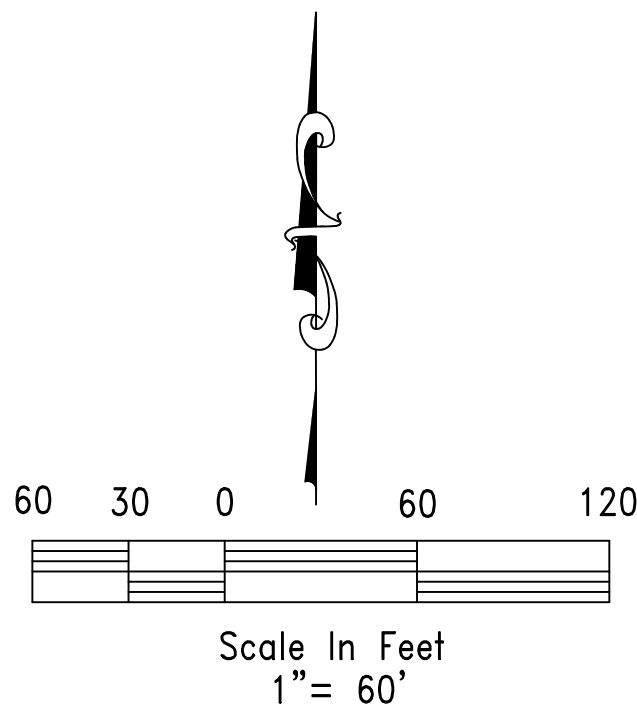


CUNNINGHAM AT CREEKMOOR, 5TH PLAT
RAYMORE, CASS COUNTY, MISSOURI

BOUNDARY & CONSTRUCTION
SURVEYING, INC.

821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
PH.# 816/554-9798, FAX # 816/554-0337

PROJECT NO. 24-388 SHEET 1 OF 2
RAYMORE, CASS COUNTY, MISSOURI



- LEGEND**
- U/E - UTILITY EASEMENT
 - D/E - DRAINAGE EASEMENT
 - W/E - WATER EASEMENT
 - C/L - CENTERLINE
 - R/W - RIGHT OF WAY
 - ITB - INITIAL TANGENT BEARING
 - NR - NON-RADIAL
 - R - RADIUS
 - L - ARC LENGTH
 - P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING

Minimum Basement Elevations	
Lot	Elev
128	966.23
129	963.11
130	960.50
131	959.50
132	958.90
133	960.50
134	960.30
135	960.30
136	961.70
137	963.80
138	963.80
139	962.90
140	961.50
141	960.00
142	958.60
143	958.74
144	961.87
145	958.74
146	957.89
147	958.90
148	960.30
149	961.45
150	962.50
151	963.60
152	964.32
153	963.30
154	961.67
155	959.57
156	960.30
157	960.50
158	959.00
159	958.80
160	959.50
161	960.50
162	960.57
163	963.11

TOTAL AREA	
LOTTED AREA	11.47 ACRES
COMMON PROPERTY	0.00 ACRES
STREET RIGHT OF WAY	2.20 ACRES
TOTAL	13.67 ACRES



***Development Agreement
For
Cunningham at Creekmoor 5th Plat
Lots 128 thru 163***

Legal Description Contained on Pages 2-3

**Between Cooper Land Development, Inc., Grantor and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

XX, XX, XXXX

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **xxTH day of xxxxx, 2025** by and between, **Cooper Land Development, Inc** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Cunningham at Creekmoor 5th Plat** which is located in the City of Raymore, Cass County, Missouri, and;

WHEREAS, the Sub-divider, herein defined, agrees to assume all subdivision development obligations of the City as described in this agreement, and;

WHEREAS, the City desires to ensure that the Sub-divider will accomplish certain things in order to protect the public health, safety and welfare.

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, and receipt by the City of fees and costs as stated herein, the parties agree as follows:

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Cunningham at Creekmoor 5th Plat**

A part of the Northeast Quarter of Section 4, Township 46, Range 32, in Raymore, Cass County, Missouri, more particularly described by Roger A. Backues, PLS-2134, dated June 27, 2025, as follows:

Beginning at the Northwest Corner of Lot 119, "Cunningham at Creekmoor, Fourth Plat, Lots 87 through 127 and Tract I," a subdivision in Raymore, Cass County, Missouri; thence South 08 degrees 46 minutes 30 seconds West, 140.12 feet; thence North 81 degrees 13 minutes 30 seconds West, 48.80 feet; thence South 08 degrees 46 minutes 30 seconds West, 50.00 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of South 81 degrees 13 minutes 26 seconds East, a radius of 15.00 feet, and an arc length of 23.56 feet; thence South 08 degrees 46 minutes 30 seconds West, 12.26 feet to a point of curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 175.00 feet and an arc length of 66.87 feet; thence North 73 degrees 59 minutes 14 seconds West, 154.07 feet; thence South 20 degrees 05 minutes 37 seconds West, 58.28 feet; thence North 85 degrees 08 minutes 06 seconds West, 61.90 feet; thence South 71 degrees 17 minutes 37 seconds West, 145.05 feet; thence South 34 degrees 45 minutes 37 seconds West, 120.24 feet; thence South 25 degrees 37 minutes 05 seconds West, 214.62 feet; thence South 19 degrees 34 minutes 19 seconds West, 174.70 feet; thence North 83 degrees 02 minutes 27 seconds East, 196.13 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 06 degrees 57 minutes 33 seconds East, a radius of 225.00 feet, and an arc length of 47.41 feet to a point of reverse curvature; thence along a curve to the right, being tangent to the previously described course, having a radius of 15.00 feet, and an arc length of 21.45 feet to a point of reverse curvature; thence along a curve to the left, being tangent to the previously described course, having a radius of 925.00 feet and an arc length of 4.83 feet; thence South 27 degrees 22 minutes 41 seconds East, 50.00 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 62 degrees 37 minutes 17 seconds West, a radius of 875.00 feet, and an arc length of 107.57 feet; thence South 34 degrees 25 minutes 21 seconds East, 99.55 feet; thence South 52 degrees 26 minutes 22 seconds West, 35.01 feet; thence South 06 degrees 02 minutes 50 seconds West, 79.27 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 08 degrees 13 minutes 59 seconds West, having a radius of 295.56 feet, and an arc length of 43.32 feet; thence South 65 degrees 50 minutes 41 seconds West, 58.05 feet; thence North 40 degrees 50 minutes 15 seconds West, 169.85 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of South 49 degrees 09 minutes 45 seconds West, a radius of 375.00 feet, and an arc length of 79.72 feet to a point of reverse curvature; thence along a curve to the left, being tangent to the previously described course, having a radius of 14.00 feet, and an arc length of 20.89 feet; thence South 65 degrees 50

minutes 41 seconds West, 50.00 feet; thence North 24 degrees 09 minutes 19 seconds West, 67.85 feet; thence South 65 degrees 50 minutes 41 seconds West, 133.84 feet; thence North 16 degrees 42 minutes 35 seconds West, 44.29 feet; thence North 43 degrees 54 minutes 47 seconds West, 61.44 feet; thence North 36 degrees 40 minutes 19 seconds West, 135.38 feet; thence North 20 degrees 08 minutes 48 seconds East, 250.81 feet; thence North 17 degrees 10 minutes 22 seconds East, 90.08 feet; thence North 13 degrees 26 minutes 10 seconds East, 90.52 feet; thence North 28 degrees 18 minutes 49 seconds East, 198.32 feet; thence North 29 degrees 58 minutes 00 seconds East, 97.25 feet; thence North 24 degrees 32 minutes 43 seconds East, 90.67 feet; thence North 32 degrees 57 minutes 03 seconds East, 127.55 feet; thence North 42 degrees 07 minutes 13 seconds East, 140.17 feet; thence North 77 degrees 02 minutes 39 seconds East, 139.97 feet; thence South 82 degrees 16 minutes 52 seconds East, 492.02 feet to the POINT OF BEGINNING. Containing 13.67 acres, more or less.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the latest version of the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
7. The Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or

bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

8. The Sub-divider shall install stormwater treatment facilities (i.e. permeable pavement) in the islands in the cul-de-sac prior to City acceptance of the Improvements. The Creekmoor POA will be responsible for the maintenance of these features.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.

2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:

- a. work to install the necessary outlet structures for the stormwater detention facilities; or
- b. work necessary for implementation of any stream enhancements required as part of the stream assessment for the development.
- c. work necessary for installation of utilities.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.
2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in **Attachment A**.
7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Cunningham at Creekmoor 5th Plat** is **\$5,174.28 (Five Thousand One Hundred and Seventy-Four dollars and Twenty-Eight cents)**. Fees paid at the time building permit applications are to be made at a rate of **One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit**.
8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.
9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, all required street name signage determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and

Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

NON-LOCAL COMMERCIAL CONSTRUCTION VEHICLES WITHIN RESIDENTIAL NEIGHBORHOODS

Section 340.320 authorizes the City Traffic Engineer to determine and designate streets or parts of streets located within residentially zoned developments where new construction is progressing upon which non-local commercial construction vehicles shall be prohibited from travel.

The City shall maintain exclusive control over the use of its public streets, and reserves the right, with the review and approval of public improvement plans and issuance of a construction permit, to determine access restrictions and establish construction routes, if determined necessary by the Public Works Director, in order to reduce the potential or further deterioration of existing streets in established subdivisions.

MAINTENANCE OF COMMON AREAS AND AMENITIES

1. Except as otherwise specified below as being a City obligation, all common areas and amenities in the Project shall be maintained exclusively by the Developer and/or the POA in perpetuity upon appropriate inspections and approvals from the City once constructed. Maintenance obligations are as follows:
 - a. City will maintain concrete curb around any street islands and along the edge of the public streets; all areas inside the curb line of the street islands are private and to be maintained by the Developer and/or the POA; all areas of the streets and right-of-ways shall be maintained by the City; and
 - b. All common or open areas outside of public right-of-way are private and to be maintained by the Developer and/or the POA per City code.

ADDITIONAL REQUIREMENTS

1. Residential Driveways
 - a. Driveway access to Lot 128 shall be from Bentwater Drive, unless otherwise approved by the City
 - b. Driveway access to Lot 130 shall be from Bentwater Drive, unless otherwise approved by the City
 - c. Driveway access to Lot 143 shall be from Turnbridge Drive, unless otherwise approved by the City

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, and July 27, 2015 remains in effect.
10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-divider, at:

Jody Latham
903 North 47th Street, Suite 200
Rogers, AR 72756

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Cunningham at Creekmoor 5th Plat** ; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Cunningham at Creekmoor 5th Plat** .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this _____
the _____ day of _____ 20____
in the County of _____,
State of _____.

Stamp:

Notary Public: _____

My Commission Expires: _____

Attachment A

FEE SCHEDULE Cunningham at Creekmoor 5th Plat

draft