



Legislation Text

File #: 210632, Version: 1

ORDINANCE NO. 210632

Approving the plat of Executive Park Sixty-Fourth Plat, an addition in Jackson County, Missouri, on approximately 45.20 acres generally located at the terminus of N. Corrington Avenue, east of I-435 and south of the Missouri river, creating 3 lots and 1 tract for the purpose of creating a three lot industrial subdivision; accepting various easements; establishing grades on public ways; 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-2021-00019)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Executive Park Sixty - Fourth Plat, a subdivision in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

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

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet

above the City Directrix.

Section 4. 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 5. 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 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Jackson County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 20, 2021.

Approved as to form and legality:

Euard Alegre
Assistant City Attorney

This is to certify that General Taxes for 2022, 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 Carmen Smith

Dated, July 5, 2023



Authenticated as Passed

Quinton L. St. Mayor

Marilyn Sanders, City Clerk

AUG 1-2 2021

Date Passed

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

07/10/2023 12:34 PM

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



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048105

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

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pursuant to RSMo 59.310.4.

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compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

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

112 W. Lexington, Suite 30
Independence, MO 64050

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

07/10/2023 12:40 PM

NON-STANDARD FEE: \$25.00 FEE: \$42.00 9 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048107

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
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Diana Smith
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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF EXECUTIVE PARK SIXTY-FOURTH PLAT**

THIS COVENANT made and entered into this 10 day of ^{July}~~June~~, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and MDC EP Land, LLC, a Missouri limited liability company and EPLC 1 and 2, LLC, a Missouri limited liability company (collectively, **Owner**).

WHEREAS, Owner has an interest in certain real estate generally located on either side of N. Corrington Avenue, approximately 3,000 feet north of E. Front Street and East of I-435 in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Executive Park Sixty-Fourth Plat, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 2, 3 and 4 and Tract A as shown on Exhibit "B" attached hereto; and

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 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 as 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. 2021-051.
- 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 owner of Lots 2, 3 and 4 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 2, 3 and 4 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 2, 3 and 4 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract A and Lots 2, 3 and 4 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 generally 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

Notice to Owner shall be addressed to:
MDC EP Land, LLC and EPLC 1 and 2, LLC
11401 Strange Line Road
Lenexa, Kansas 66215
Jerry Dean
Phone Number: (913) 327-7677

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 [insert 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:

Monica Sanders
City Clerk

KANSAS CITY, MISSOURI

By: Diane Brackley
Director of City Planning and Development

Approved as to form:

Earl One
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson

BE IT REMEMBERED that on this 13 day of June, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Diane Brackley, 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 Monica 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.

Kristy Cheri Tyson Pugh
Notary Public

My Commission Expires: September 3, 2026

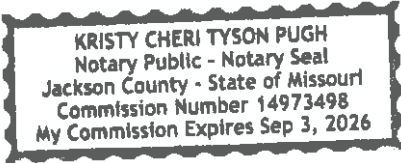


EXHIBIT "A"

DESCRIPTION:

A tract of land located in the East Half of Section 24, Township 50 North, Range 33 West of the 5th P.M., in Kansas City, Jackson County, Missouri, said land being an accretion, projecting from the original Section 25, Township 50, Range 33, as well as, possibly, from the original Sections 23 and 26 of said Township 50, Range 33, as well as, possibly, from the original Section 30, in Township 50, Range 32, all being more particularly described as follows:

Beginning at the Northwest corner of Lot 1, EXECUTIVE PARK SIXTY-THIRD PLAT, recorded in Instrument Number 2021E0002015; thence North $02^{\circ}26'25''$ East, along the East right-of-way line of Interstate Highway No. 435, as now established, a distance of 1,943.51 feet, to a point on the Southerly line of Missouri River Levee right-of-way; thence Southeasterly, along said Levee right-of-way, and along a curve to the right, the initial tangent to which bears South $70^{\circ}15'31''$ East, having a radius of 5,936.22 feet, a central angle of $11^{\circ}08'40''$, an arc distance of 1,154.64 feet, to a point on the East line of Parcel A, as described in Special Warranty Deed, recorded in Instrument Number 2019E0083117; thence South $01^{\circ}55'35''$ West, departing said Levee right-of-way, along said East line, and along the East line of Parcel D, as described in said deed, a distance of 2,067.54 feet, to the Northeast corner of Tract B, EXECUTIVE PARK FIFTY-SIXTH PLAT, recorded in Book 40, Page 14; thence North $88^{\circ}04'25''$ West, departing said East line, along the North line of said Tract B, a distance of 399.81 feet, to a point on the East right-of-way line of North Corrington Avenue, as now established; thence along said East right-of-way line for the following 5 calls: North $01^{\circ}55'41''$ East, departing said North line, a distance of 14.59 feet, to a point of curvature; thence Northeasterly, along said curve to the right, having a radius of 460.00 feet, a central angle of $38^{\circ}54'58''$, an arc distance of 312.44 feet; thence North $40^{\circ}50'39''$ East, a distance of 212.31 feet, to a point of curvature; thence Northeasterly, along a curve to the left, having a radius of 540.00 feet, a central angle of $38^{\circ}54'58''$, an arc distance of 366.78 feet; thence North $01^{\circ}55'41''$ East, a distance of 368.48 feet, to a point on the North right-of-way line of said North Corrington Avenue, as now established; thence North $88^{\circ}04'19''$ West, departing said East right-of-way line, along said North right-of-way line, a distance of 80.00 feet, to a point on the West right-of-way line of said North Corrington Avenue, as now established; thence South $01^{\circ}55'41''$ West, departing said North right-of-way line, along said West right-of-way line, a distance of 368.48 feet, to a point of curvature; thence Southwesterly, continuing along said West right-of-way line, and along said curve to the right, having a radius of 460.00 feet, a central angle of $29^{\circ}27'58''$, an arc distance of 236.57 feet, to a point on the North line of said Lot 1, of said EXECUTIVE PARK SIXTY-THIRD PLAT; thence North $88^{\circ}04'19''$ West, departing said West right-of-way line, along the North line of said Lot 1, a distance of 891.55 feet, to the Point of Beginning, containing 1,968,933.03 square feet or 45.20 acres, more or less.

Now known as, Lots 2, 3 and 4 and Tract A, Executive Park Sixty-Fourth Plat, a subdivision in the City of Kansas City, Jackson County, Missouri.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
07/10/2023 12:40 PM

FEE: \$27.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048108

Book: Page:
Diana Smith , Recorder of Deeds

WHEN RECORDED RETURN TO:

***Ms. Rachelle M. Blondo
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538***

Title of Document: Subordination of Deed of Trust to Plat

Date of Document: November 2, 2021

Grantor(s): CrossFirst Bank

Grantee(s): MDC EP Land, LLC

Grantee(s) Mailing Address: 11401 Strang Line Road
Lenexa, KS 66215

Legal Description: See Page 2

Reference Book and Page(s): Document No. 2019E0083122

SUBORDINATION OF DEED OF TRUST TO PLAT

This Subordination of Deed of Trust to Plat Witnesseth, that CrossFirst Bank, a Kansas state chartered bank, organized and existing under the laws of the State of Kansas, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by MDC EP Land, LLC, a Missouri limited liability company, dated and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, as Document No. 2019E0083122, for value received does hereby subordinate from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of EXECUTIVE PARK SIXTY-FOURTH PLAT, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2023E, Book , Page

6048106

and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

(Remainder of page intentionally left blank. Signature page to follow.)

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
07/10/2023 12:34 PM

NON-STANDARD FEE EXEMPT FEE: \$66.00 8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0048106

Book: 211 Page: 37

Diana Smith, Recorder of Deeds

Jackson County
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Diana Smith
Recorder of Deeds

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