

28/M

Recorded in Platte County, Missouri



Recording Date/Time: 10/23/2023 at 12:07:25 PM

Book: 1398 Page: 686

Instr #: 2023010511

Pages: 3

Fee: \$27.00 E 20230009560

SALLEE HOMES INC



Christopher L. Wright
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per
compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

Christopher L. Wright
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

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Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 220172

ORDINANCE NO. 220172

Approving the plat of Barry West Townhomes – First Plat, an addition in Platte County, Missouri, on approximately 31.062 acres generally located at the northeast. corner of N.W. Barry Road and N. Chariton Avenue, creating 11 lots and 6 tracts for the purpose of creating a multi-family 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-2021-00044)

Section 1. That the plat of Barry West Townhomes – First Plat, a subdivision in Platte 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

File #: 220172

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 and BMP 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.

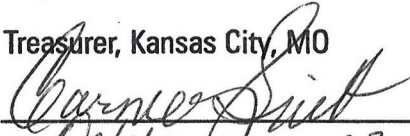
Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of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

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

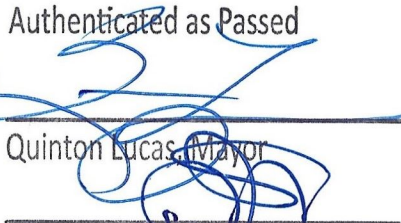
Approved as to form and legality:


Euard Alegre
Assistant City Attorney

This is to certify that General Taxes for 20~~21~~²² and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO
By 
Dated, October 18, 20²³



Authenticated as Passed

Quinton Lucas, Mayor
Marilyn Sanders, City Clerk
FEB 24 2022
Date Passed

6/8

Recorded in Platte County, Missouri



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SALLEE HOMES INC



Christopher L. Wright
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

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Platte City, MO 64079

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF BARRY WEST TOWNHOMES 1ST PLAT**

THIS COVENANT made and entered into this 21 day of April, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of SALLEE REAL ESTATE INVESTMENTS, LLC (**Owner**).

WHEREAS, OWNER has an interest in certain real estate generally located at NW Barry Road and Childress Avenue in Kansas City, Platte 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 BARRY WEST TOWNHOMES – 1ST PLAT (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 1 through 11 inclusive and Tracts of A1 through A5, and B, 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 Tracts A1 and A4 of BARRY WEST TOWNHOMES - 1ST 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 of 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 property operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner and City, for an in consideration of the benefits to themselves, their assigns and future grantees doe 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 Tracts A1 and A4 BARRY WEST TOWNHOMES - 1ST PLAT.

- b. Maintain the pipes, structures, BMPs, grounds and appurtenances for The Facilities located on Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT.
- 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 Tracts A1 and A4 of BARRY WEST TOWNHOMES – 1ST PLAT to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-086.
- 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 Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT 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 Tracts A1 and A4, Lots 1 through 11 served by The Facilities on Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT.
- b. Assess a lien on either the Tracts A1 and A4 or on the Lots 1 through 11 or both served by The Facilities on Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT.
- c. Maintain suit against Owner, and/or the owner of Tracts A1 and A4 and/or the owners of Lots 1 through 11 served by The Facilities on Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT for all cost incurred by the City for such maintenance.

Unless by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tracts A1 and A4 and Lots 1 through 11 served by The Facilities on Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Lots 1 through 11 inclusive served by The Facilities on Tracts A1 and A4 of BARRY WEST TOWNHOMES– 1ST PLAT 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:

SALLEE REAL ESTATE INVESTMENTS, LLC
2751 NE Douglas St, Hangar V
Lee’s Summit, MO 64064
Tyler Sallee
Telephone number: (816) 525-2891

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 Platte 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

Deane Bickley
Director of City Planning &
Development

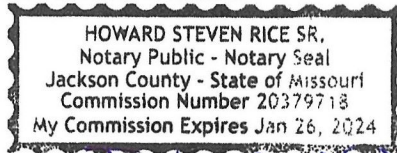
Approved as to form:

Earl Aune
Assistant City Attorney

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 21 day of April, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Diane Bickley, Director of Planning & 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.



Howard Steven Rice Sr
Notary Public

My Commission Expires: Jan 26, 2024

OWNER

SALLEE REAL ESTATE INVESTMENTS, LLC
2751 NE Douglas St., Hangar V
Lee's Summit, MO 64064
Tyler Sallee
Phone: (816) 326-2909

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

By: [Signature]
Title: Member
Date: March 15, 2022

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

Attach corporate seal if applicable

STATE OF MISSOURI)

COUNTY OF Jackson)SS

BE IT REMEMBERED that on this 15th day of March, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Tyler Sallee, Member, of SALLEE REAL ESTATE INVESTMENTS, LLC, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same persons who executed, as official, the within instrument on behalf of SALLEE REAL ESTATE INVESTMENTS, LLC, and such person duly acknowledge the execution of the same to be the 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.

[Signature]
Notary Public

My Commission Expires: 12-20-2024

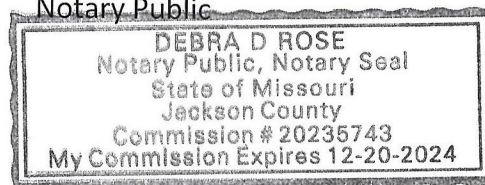


EXHIBIT "A"

All of Barry West Townhomes– 1st Plat, a subdivision in the City of Kansas City, Platte County, Missouri.

67/8

Recorded in Platte County, Missouri



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SALLEE HOMES INC



Christopher L. Wright
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

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RSMo 59.310.4 (effective January 1, 2002)

Christopher L. Wright
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

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**COVENANT TO MAINTAIN PRIVATE SANITARY SEWER FACILITIES
PLAT OF BARRY WEST TOWNHOMES – 1ST PLAT**

THIS COVENANT made and entered into this 19 day of October, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of SALLEE REAL ESTATE INVESTMENT, LLC, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the NW Barry Road and Childress Avenue in Kansas City, Platte 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 Barry West Townhomes – 1st Plat, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 1 through 11 and Tracts of A1 through A5, as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant private sanitary sewer located on Lots of 3 through 11 and require preservation and maintenance of private sanitary sewer facilities connection within the Plat, in order to ensure continuous and perpetual operation and effectiveness in providing sanitary sewer service. Facilities are defined as the low pressure sewer main, tees, clean-outs and connection fittings; and

WHEREAS, the City and Owner agree that it is in the public interest to provide private sanitary sewer facilities for the benefit of the Property; and

WHEREAS, the provisions for the maintenance of the private sanitary sewer facilities 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 private sanitary sewer facilities and appurtenances (Facilities) located on Lots of 3 through 11.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities.
- c. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- d. 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 Lots of 3, 4, 5 and 7 through 11 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 Lots 3, 4, 5 and 7 through 11, served by these Facilities;
- b. Assess a lien on either the Lots of 3, 4, 5 and 7 through 11 served by the Facilities;
- c. Maintain suit against Owner, and/or the owner of Lots of 3, 4, 5 and 7 through 11 served by the Facilities 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 Lots 3, 4, 5, and 7 through 11 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Lots 3, 4, 5, and 7 through 11 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:
SALLEE REAL ESTATE INVESTMENTS, LI.C
2751 NE Douglas St., Hangar V Lee's
Summit, MO 64064
Tyler Sallee
Phone: (816)-326-2909

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 Platte 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:

KANSAS CITY, MISSOURI

City Clerk

Director of City Planning & Development

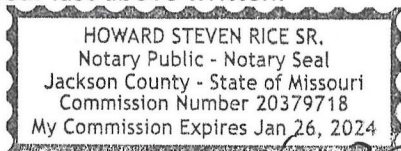
Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
)SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 19 day of October, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Settley Williams, Director of City Planning & 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.



Howard Steven Rice Sr
Notary Public

My Commission Expires: January 26, 2024

OWNER
SALLEE REAL ESTATE INVESTMENTS, LLC
2751 NE Douglas St., Hangar V
Lee's Summit, MO 64064
Tyler Sallee
Phone: (816) 326-2909

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

By: [Signature]
Title: Member
Date: 8/17/2023

Check one:

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

Attach corporate seal if applicable

STATE OF MISSOURI)
)SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 17th day of August, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came R Tyler Sallee, to me personally known, who being by me duly sworn did say that he is the Member of SALLEE REAL ESTATE INVESTMENTS, LLC, and that said instrument was signed on behalf of said LLC by authority of its members and acknowledged said instrument to be free act and deed of said LLC.

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

[Signature]
Notary Public

My Commission Expires: 12/20/2024

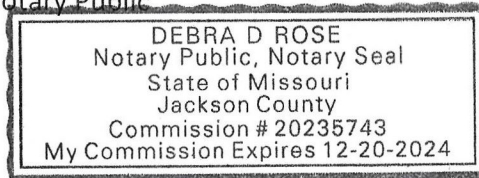


EXHIBIT "A"

All of Barry West Townhomes– 1st Plat, a subdivision in the City of Kansas City, Platte County, Missouri.

Part of the Northwest Quarter of Section 10, Township 51, Range 34, Kansas City, Platte County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of the said Northwest Quarter; thence along the East line of the said Northwest Quarter, North 00 degrees 01 minutes 28 seconds West, a distance of 40.00 feet to a point on the North right-of-line of Northwest Barry Road as now established, said point being the Point of Beginning; thence along said North right-of-line, North 89 degrees 48 minutes 40 seconds West, a distance of 722.57 feet; thence North 00 degrees 01 minutes 07 seconds East, a distance of 323.01 feet; thence North 89 degrees 48 minutes 40 seconds West, a distance of 120.00 feet; thence South 00 degrees 01 minutes 07 seconds West, a distance of 323.01 feet to a point on the North right-of-line of said Northwest Barry Road; thence along said North right-of-line, North 89 degrees 48 minutes 40 seconds West, a distance of 26.00 feet; thence North 00 degrees 01 minutes 07 seconds East, a distance of 323.01 feet; thence North 89 degrees 48 minutes 40 seconds West, a distance of 117.96 feet; thence North 00 degrees 19 minutes 49 seconds East, a distance of 937.75 feet; thence South 89 degrees 56 minutes 31 seconds East, a distance of 125.90 feet to a point of curvature; thence along a curve to the right, having an initial tangent bearing of North 26 degrees 12 minutes 15 seconds West, a radius of 530.00 feet, a central angle of 07 degrees 35 minutes 51 seconds and an arc length of 70.28 feet; thence North 71 degrees 23 minutes 36 seconds East, a distance of 60.00 feet to a point of curvature; thence along a curve to the right having an initial tangent bearing of North 18 degrees 36 minutes 24 seconds West, a radius of 470.00 feet, a central angle of 16 degrees 58 minutes 48 seconds and an arc length of 139.29 feet; thence North 89 degrees 58 minutes 32 seconds East, a distance of 848.76 feet to a point on the East line of the said Northwest Quarter; thence along the East line of the said Northwest Quarter South 00 degrees 01 minutes 28 seconds East, a distance of 1484.91 feet to the Point of Beginning, and containing 31.0615 acres, more or less.

