

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

06/10/2026 2:53 PM

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



INSTRUMENT NUMBER / BOOK & PAGE

2026E0043473

Book: Page:

Rogelio Montero, Recorder of Deeds

Jackson County  
Recorder of Deeds  
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Rogelio Montero  
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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**File #: 230662**

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ORDINANCE NO. 230662

Approving the plat of The Depot on Old Santa Fe, an addition in Jackson County, Missouri, on approximately 32 acres generally located at East 93rd Street and Old Santa Fe Road, creating one lot and one tract for the purpose of multi-unit residential development; 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-2023-00011)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of The Depot on Old Santa Fe, 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.

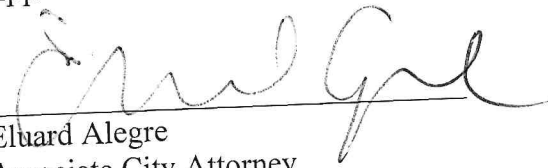
Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which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

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

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

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 18th, 2023.

Approved as to form:

  
Eluard Alegre  
Associate City Attorney



Authenticated as Passed

  
Quinton, Mayor

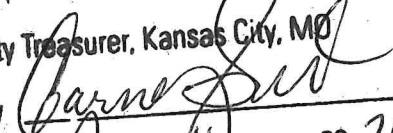
Marilyn Sanders, City Clerk

AUG 24 2023

Date Passed

This is to certify that General Taxes for 2025, 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, June 4, 2026

RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

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NON-STANDARD FEE: \$25.00 FEE: \$45.00 10 PGS



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Rogelio Montero, Recorder of Deeds

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF DEPOT ON OLD SANTA FE**

**THIS COVENANT** made and entered into this second day of April, 2026, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of The Depot on Old Santa Fe, LP (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 9100 Old Santa Fe Rd in Kansas City, of 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 The Depot on Old Santa Fe, LP., (**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 1 and Tract A as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located on Tract A within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of The Facilities are necessary to serve the development;

NOW, THEREFORE, Owner and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

**Sec. 1.** Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on of Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2023-063.
- 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 or the owners of Lots 1 served by the Facility on Tract A ;
- b. Assess a lien on either the Tract A or on the Lots 1 or both served by the Facility on Tract A
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1 served by the Facility on Tract A for all cost incurred by the City for such maintenance.

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

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

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

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

**Sec. 6.** Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days' notice thereof. Unless a party to this

Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:  
Director of KC Water  
4800 E 63<sup>rd</sup> St  
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:  
The Depot on Old Santa Fe, LP  
310 E. 96<sup>TH</sup> Street, Suite 400  
Indianapolis, Indiana 46240

317-846-3111

**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 JACKSON 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:

[Signature]  
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]  
Director of KC Water

Approved as to form:

[Signature]  
Assistant City Attorney

STATE OF MISSOURI        )  
  ) SS  
COUNTY OF Jackson )

BE IT REMEMBERED that on this 22<sup>nd</sup> day of April, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, 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.

[Signature]  
Notary Public

My Commission Expires: Jan 23, 2028

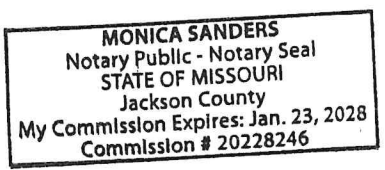




EXHIBIT "A"

PROPERTY DESCRIPTION: Plat Boundary – As Recommended by this Land Surveyor

All that part of the Northwest Quarter of the Northeast Quarter of Section 25, Township 48 North, Range 33 West of the Fifth Principal Meridian in Kansas City, Jackson County, Missouri and All that part of Lot 1, SUBDIVISION OF SECHREST ESTATE, a subdivision in said City, County and State, all being more particularly described as follows:

Commencing at the Southwest corner of the Northeast Quarter of said Section 25; thence North  $02^{\circ}11'24''$  East along the West line of said Northeast Quarter a distance of 1320.65 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 25; thence South  $86^{\circ}54'19''$  East along the South line of the Northwest Quarter of said Northeast Quarter a distance of 132.59 feet to the East right-of-way line of the Kansas City Southern Railway Company; thence North  $02^{\circ}26'17''$  East along said East right-of-way line a distance of 45.00 feet to the North right-of-way line of E. 93rd Street as established by Warranty Deed in Book K-1362 at Page 855 and the POINT OF BEGINNING; thence continuing along said East right-of-way line the following three (3) courses; North  $02^{\circ}26'17''$  East a distance of 269.20 feet; thence South  $87^{\circ}33'43''$  East a distance of 80.00 feet; thence North  $02^{\circ}26'17''$  East a distance of 985.64 feet to the South right-of-way line of E. 91st Street as established by said SUBDIVISION OF SECHREST ESTATE; thence South  $86^{\circ}53'54''$  East along said South right-of-way line a distance of 1084.82 feet to the West right-of-way line of Old Sante Fe Road (platted as Winchester Ave.) as established by said SUBDIVISION OF SECHREST ESTATE; thence South  $02^{\circ}09'18''$  West along said West right-of-way line a distance of 1280.71 feet to the North right-of-way line of E. 93rd Street as established by said SUBDIVISION OF SECHREST ESTATE; thence North  $86^{\circ}54'19''$  West along said North right-of-way line a distance of 925.94 feet to the North right-of-way line of said E. 93rd Street as established by said Warranty Deed in Book K-1362 at Page 855; thence North  $03^{\circ}05'41''$  East along said North right-of-way line by said Warranty Deed a distance of 25.00 feet; thence North  $86^{\circ}54'19''$  West along said North right-of-way line by said Warranty Deed a distance of 245.50 feet to the POINT OF BEGINNING. Containing 1,410,708 square feet or 32.3854 acres, more or less.

EXHIBIT "B"



PIAT MAP

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 06/10/2026 2:53 PM  
 NON-STANDARD FEE: EXEMPT FEE: \$66.00 PGS  
 INSTRUMENT NUMBER BOOK & PAGE  
 20260045474  
 Book: 230 Page: 72  
 Rogelio Montero, Recorder of Deeds

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