

Recorded in Clay County, Missouri



Recording Date/Time: 01/30/2019 at 08:14:48 AM

Instr #: 2019002316

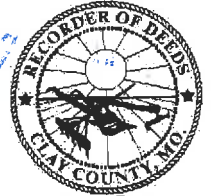
Book: 8356 Page: 131

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COPY



Katee Porter
Recorder of Deeds

ORDINANCE NO. 180386

Approving the plat of Quiktrip Store No. 0193R, an addition in Clay County, Missouri, on approximately 2.33 acres generally located at the northeast corner N.E. 68th Street and Missouri Highway 169, creating lots for the purpose of commercial convenience store; accepting various easements; 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. (SD1575)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Quiktrip Store No. 0193R, a subdivision in Clay 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 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 4. 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 Clay County, Missouri.

ORDINANCE NO. 180386

Section 5. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on February 6, 2018.

Approved as to form and legality:



Katherine Chandler
Associate City Attorney



Authenticated as Passed

[Signature]

Sly James, Mayor

[Signature]

Marilyn Sanders, City Clerk

MAY 24 2018

Date Passed

This is to certify that General Taxes for 20 18, 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 *[Signature]*

Dated, January 22, 20 19

~~This is to certify that General Taxes for 20 18, 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, _____, 20 _____~~

**COVENANT TO MAINTAIN
STORM SEWER IMPROVEMENT
AT QUIKTRIP STORE NO. 0193
600 NW 68TH STREET**

THIS AGREEMENT, made and entered into this 18 day of OCTOBER, 2018, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and QuikTrip Corporation, an Oklahoma Corporation, (Developer).

WHEREAS, Developer has an interest in certain real estate generally located north of the north edge of the public right-of-way for NWE 68th St located east of the intersection of NW 68th Street and U.S. 169 Highway, in Kansas City, Clay County, Missouri, (Property), more specifically described in Exhibit "A", attached hereto, and incorporated herein by reference; and

WHEREAS, the Developer has requested City approval for the construction of a vane drain and 15" diameter connection pipe along the gutter line of NW 68th Street at the east drive approach (Improvements) as shown on public storm and sanitary sewer plan permitted under SEFC T88/154 by the office of the City Planning and Development; and as shown in Exhibit "B", Improvements, and;

WHEREAS, the City and Developer agree that it is in the public interest to construct certain Improvements for the benefit of the properties and surrounding areas; and

WHEREAS, the provisions for the maintenance of the Improvements are necessary to insure the safety and general welfare of the public;

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

Sec. 1. Developer's Obligations:

- a. Developer, at its sole cost, shall be responsible for the continuous and perpetual maintenance, repair and replacement of the Improvements shown in the approved plan on file.
- b. Developer shall keep the Improvements, as pertains to the storm sewer improvement, open and free of silt and in good working condition.
- c. Maintenance, repairs, and replacements shall be defined to include any and all services and actions necessary to keep the Improvements in good repair, as defined herein, as a result of normal wear and tear, accidental damage, weathering, vandalism, private snow removal or materials failure, including providing replacement of material and all other incidental materials.
- d. The costs for maintenance, repairs, and replacements as described in this section above shall be borne by Developer or property owner on which said Improvements are located;
- e. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. City's Obligations:

- a. City is granted the right, but is not obligated, to enter the Property to maintain,

repair, or restore the Improvements, if the Developer fails to keep good repair of same.

b. Should Developer fail to provide the continuous and perpetual maintenance, repair, or restoration deemed satisfactory by City, in accordance with standards for maintenance set forth herein, City shall send notice to Developer that, in the opinion of City, the standards of maintenance, repair, or restoration are not being met. **Unless necessitated by a threat to life and/or safety**, Developer shall have fourteen (14) days from the date of the notice to correct such deficiencies.

c. Unless necessitated by a threat to life and/or safety, City shall notify the Developer or property owner on which said Improvement(s) is located, in writing, before it begins maintenance, repair, or restoration of the Improvements. City shall have no right to begin maintenance as long as Developer has commenced to maintain, repair, restore, or replace the Improvements within said fourteen (14) day period.

d. Should City choose to maintain, repair, restore, or replace the Improvements, City will utilize **appropriate** materials readily available in **its** their inventories to restore the Improvements to a safe condition.

e. In the event that the City does provide maintenance, repair, restoration, or replacement, then City may:

1. Charge the costs for such maintenance, repair, restoration, or replacement against the Developer or property owner on which said Improvement(s) is located; and

2. Assess a lien on the Developer or property owner on which said Improvement(s) is located; and

3. Maintain suit against the Developer or property owner on which said Improvement(s) is located for all reasonable cost incurred by City for such maintenance, repair, restoration, or replacement.

Sec. 3. Developer shall not use nor attempt to use the Improvements in any manner which would interfere with the continuous and perpetual use for storm water management thereof.

Sec. 4. Termination. The rights and obligations of City and Developer shall terminate upon the happening of the following events:

a. City performs street improvements which result in the re-design of storm drainage along NW 68th Street.

Sec. 5. Developer 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 Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance, repair, or restoration, or lack of maintenance, repair, or restoration of the Improvements.

Sec. 6. This covenant shall be a covenant running with the land and shall be joint and several obligations of Developer, its transferees, assignees, heirs, or successors in interest to 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. 7. Notices. All notices required by this Agreement shall be in writing sent by regular United

States mail, postage prepaid, commercial overnight courier or facsimile. 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 Developer:

QuikTrip Corporation
An Oklahoma Corporation
Address: 5725 Foxridge Drive, Mission, KS 66202
Contact Name: Division Real Estate Manager
Tel: (918) 905-2063
Fax: (918) 905-2080
Email: jacord@quiktrip.com

Each party shall have the right to specify that notice be addressed to any other address by giving to the other parties ten (10) days notice thereof.

Sec. 8. Amendment. This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

Sec. 9. Severability. 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.

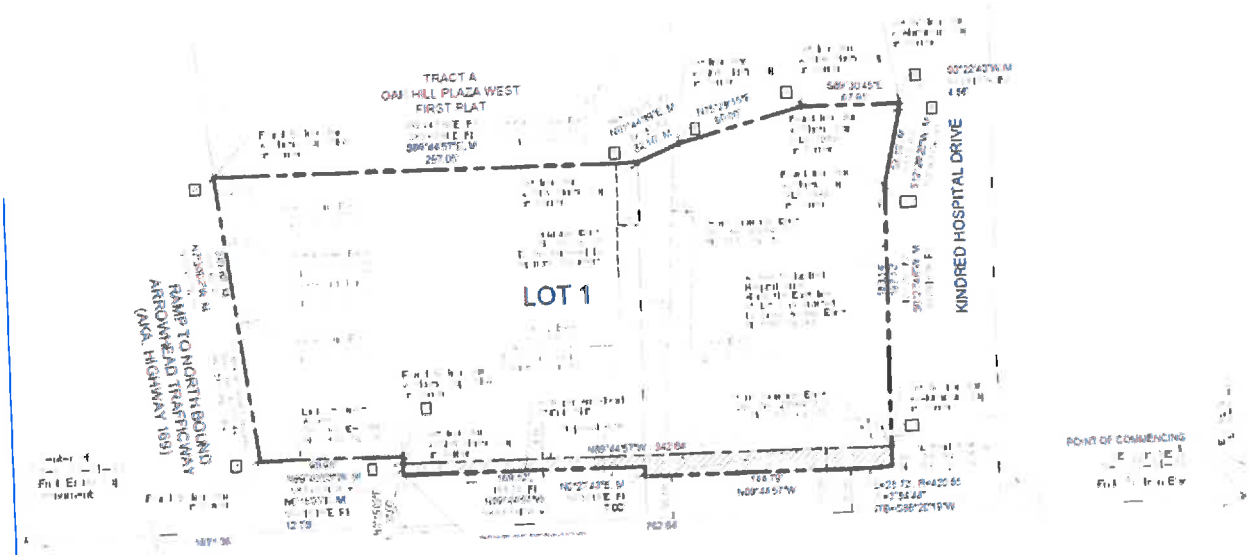
Sec. 10. Construction of Covenant. This Covenant shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 11. Recording. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Developer, its successors, assigns and transferees.

Exhibit "A"
(Property)

FINAL PLAT OF
QUIKTRIP STORE NO. 0193R

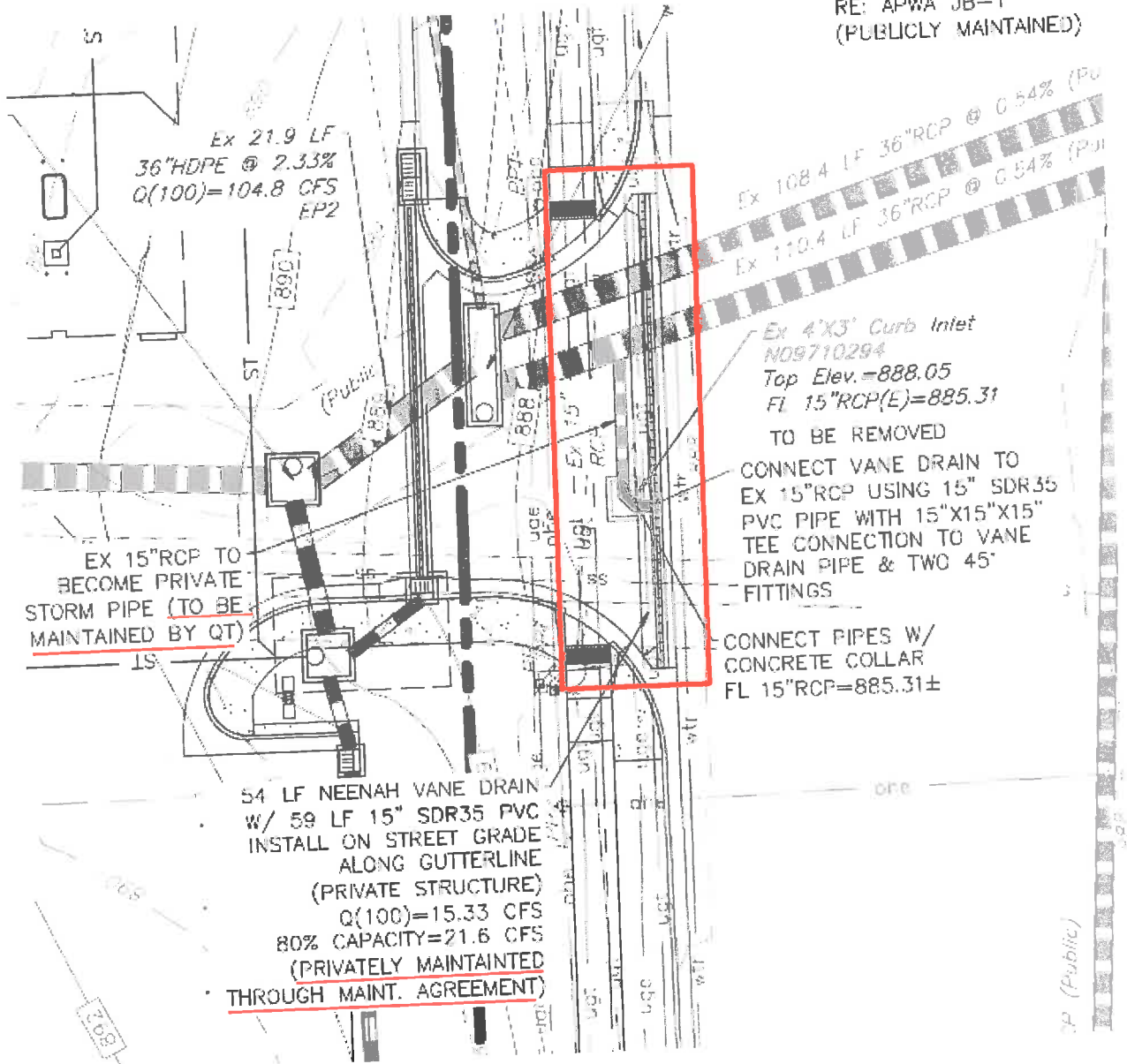
Tract "A", ARROWHEAD STATION AND
A PORTION OF THE NORTHEAST QUARTER OF
SECTION 22, TOWNSHIP 51, RANGE 33
CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI



Legal Description: Lot 1. QUIKTRIP STORE NO. 0193R, a subdivision in Section 22, Township 51, Range 33, Kansas City, Clay County, Missouri, according to the recorded plat thereof.

**Exhibit "B"
(Improvements)**

RE: APWA JB-1
(PUBLICLY MAINTAINED)



Recorded in Clay County, Missouri



Recording Date/Time: 01/30/2019 at 08:14:48 AM

Instr #: 2019002318

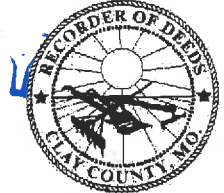
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Katee Porter
Recorder of Deeds

WHEN RECORDED RETURN ORIGINAL TO:

Patricia R. Jensen, Esq.
White Goss, a Professional Corporation
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538

Title of Document: Covenant to Maintain BMP Facilities-QuikTrip Store
No. 193

Date of Document: JANUARY 9, 2019

Grantor(s): Kansas City, Missouri

Grantee(s): QuikTrip Corporation

Grantee(s) Mailing Address: c/o White Goss, a Professional Corporation
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Legal Description: See Exhibit "A"

**COVENANT TO MAINTAIN BMP FACILITIES
QUIKTRIP STORE NO. 193R**

THIS COVENANT made and entered into this 9 day of ~~JANUARY~~ 2019, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation ("**City**"), and QUIKTRIP CORPORATION, an Oklahoma corporation ("**Owner**").

WHEREAS, Owner has an interest in certain real estate generally located at the northeast corner of NW 68th Street and Missouri Highway 169 in Kansas City, Clay County, Missouri, more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Owner intends to construct a new QuikTrip store on the Property.

WHEREAS, the improvement proposed by Owner on the Property warrants 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 the Property require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling water quality; and

WHEREAS, the City and Owner agree that it is in the public interest to 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 the Property in the areas legally described on Exhibit "B", attached hereto and incorporated herein by reference (the "**BMP Areas**").
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on the BMP Areas.
- 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.
- f. Maintain the grades within the BMP Areas pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2018-024.
- 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 the BMP Areas 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;
- b. Assess a lien on the Property served by The Facilities;
- c. Maintain suit against Owner of the Property for all costs 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 the Property not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner shall not use, nor attempt to use the Property, 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 of The Facilities.

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; said approval of the assignment by City shall not be unreasonably withheld.

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:

QUIKTRIP CORPORATION
Division Real Estate Manager
5725 Foxridge Drive
Mission, KS 66202
Attention: Jason Acord
Phone Number: 913-362-3700

With copies to:

QuikTrip Corporation
Attention: Director of Real Estate
5725 Foxridge Drive
Mission, Kansas 66202
Fax Number: (913) 905-2080

QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attention: General Counsel
Fax Number: (918) 615-7301

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 Clay County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

ATTESTATION BY CITY CLERK:

M. Sanders
City Clerk

KANSAS CITY, MISSOURI

By: Jane Buckley
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 9 day of January 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, 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 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.

Kristy Cheri Tyson Pugh
Notary Public

My Commission Expires: September 3, 2022

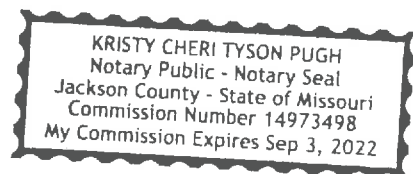


EXHIBIT "A"
Legal Description of Property

All of Tract A, ARROWHEAD STATION, a subdivision in Kansas City, Clay County, Missouri, filed as Document F3432 and filed in the Office of the Recorder of Deeds for said County and State, and a portion of the Northeast Quarter of Section 22, Township 51, Range 33 being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of aforesaid Section 22; thence N89°44'57"W, along the South line of the Northeast Quarter of said Section 22, a distance of 762.64 feet; thence N00°15'03"E, 37.00 feet, to a point on the South line of said Tract A, ARROWHEAD STATION, also being a point on the North right-of-way of NE 68th Street and the East right-of-way of US Highway 169, as both Street and Highway are now established; thence continuing N00°15'03"E (N00°16'19"E, ARROWHEAD STATION), along South line of said Tract A, ARROWHEAD STATION, and the East right-of-way of said US Highway 169, a distance of 12.78 feet (13.00 feet, ARROWHEAD STATION); thence N89°40'03"W (N89°43'41"W, ARROWHEAD STATION), along South line of said Tract A, ARROWHEAD STATION, and the East right-of-way of said US Highway 169, a distance of 99.98 feet (100.00 feet, ARROWHEAD STATION); thence N07°30'02"W (N7°24'10"W, ARROWHEAD STATION), along the West line of said Tract A, ARROWHEAD STATION and the East right-of-way of said US Highway 169, a distance of 201.60 feet (201.80 feet, ARROWHEAD STATION to the Northwest corner of said Tract A, ARROWHEAD STATION; thence S89°44'57"E (S89°43'41"E, ARROWHEAD STATION, S89°44'36", OAK HILL PLAZA WEST - FIRST PLAT), along the North line of said Tract A, ARROWHEAD STATION and the South line of Tract A, OAK HILL PLAZA WEST - FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri, filed as Instrument Number 200655912, in Book G at Page 95 and filed in the Office of the Recorder of Deeds for said County and State, a distance of 297.05 feet; thence N67°44'39"E (N68°12'50"E, OAK HILL PLAZA WEST - FIRST PLAT) along the South line of said Tract A, OAK HILL PLAZA WEST - FIRST PLAT, a distance of 32.16 feet (32.18 feet, OAK HILL PLAZA WEST - FIRST PLAT); thence N75°29'15"E, along the South line of said Tract A, OAK HILL PLAZA WEST - FIRST PLAT, a distance of 90.00 feet; thence S89°30'45"E, along the South line of said Tract A, OAK HILL PLAZA WEST - FIRST PLAT and it's Easterly extension, a distance of 67.91 feet; thence S00°22'40"W (S0°29'15"W, OAK HILL PLAZA WEST - FIRST PLAT), 4.56 feet; thence S12°26'20"W, 53.15 feet (S12°26'11"W, 53.13 feet, OAK HILL PLAZA WEST - FIRST PLAT); thence S00°27'48"W, 197.12 feet (S0°29'15"W, 197.25 feet) to a point on the North right-of-way of said NW 68th Street; thence along the North right-of-way of said NW 68th Street, being a curve to the right, having an initial tangent bearing of S86°20'19"W, a radius of 420.65 feet, a central angle of 03°54'44" and an arc length of 28.72 feet; thence N89°44'57"W, along the North right-of-way of said NW 68th Street, a distance of 144.79 feet to a point on the East line of said Tract A, ARROWHEAD STATION, said point also being an angle point in the North right-of-way of said NW 68th Street; thence N00°27'43"E (N0°30'19"E, ARROWHEAD STATION), along the East line of said Tract A, ARROWHEAD STATION and the North right-of-way of said NW 68th Street, a distance of 7.00 feet; thence N89°44'57"W (N89°43'41"W, ARROWHEAD STATION), along the East line of said Tract A, ARROWHEAD STATION and the North right-of-way of said NW 68th Street, a distance of 169.12 feet, (169.24 feet, ARROWHEAD STATION) to the Point of Beginning.

Containing 101,431 square feet or 2.328 acres, more or less.

{30664 / 69063; 788689. }

Exhibit "B"

**LEGAL DESCRIPTION
13'x20' BMP EASEMENT
SEC. 22-51-33**

A 13 foot wide tract of land lying in the Northeast Quarter of Section 22, Township 51, Range 33, Kansas City, Clay County, Missouri, the centerline of said tract of land being more particularly described as follows:

Commencing at the Southwest corner of aforesaid Tract A; thence the following courses and distance along said South line, also being the North right-of-way of NW 68th Street, as now established; thence South 89°40'03" East (South 89°43'41" East, Plat), 99.95 feet; thence South 00°15'03" West (South 00°16'19" West, Plat), 12.78 feet; thence South 89°44'57" East (South 89°43'41" East, Plat), 169.12 feet (169.24 feet, Plat) to a point on the East line of said Tract A; thence departing the said South line, South 00°27'43" West (South 00°30'19" West, Plat), 7.00 feet; thence departing from said East line, South 89°44'57" East, 5.31 feet; thence departing said North right-of-way, North 00°15'03" East, 17.00 feet to the Point of Beginning; thence continuing North 00°15'03" East, 20.00 feet to the Point of Termination.

Containing 260 square feet, more or less.

