



Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 220411

ORDINANCE NO. 220411

Approving the plat of Cadence Detention Plat, an addition in Platte County, Missouri, on approximately 2.86 acres generally located on the east side of North Platte Purchase Drive approximately 2000 feet north of N.W. Tiffany Springs Road, creating 1 tract for the purpose of detention and water quality BMPs; 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-2021-00063)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Cadence Detention 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.

KCT

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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 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 February 1, 2022.

Approved as to form and legality:

Eduard Alegre

Eduard Alegre
Associate City Attorney



Authenticated as Passed

Quinton Lucas

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

MAY 19 2022

Date Passed

Dated, *August 30, 2022*
By *Laraine Smith*
City Treasurer, Kansas City, MO

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.

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Recorded in Platte County, Missouri

Recording Date/Time: 09/08/2022 at 10:37:13 AM

Instr Number: 2022012410

Book: 1383 Page: 909

Type: DE ORD

Pages: 10

Fee: \$48.00 E



Grantor: KANSAS CITY MO CITY OF

Grantee: CADENCE DETENTION PLAT



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)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

✓ Kansas City Title

Exhibit A

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF CADENCE DETENTION PLAT**

THIS COVENANT made and entered into this 22 day of APRIL, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Hunt Midwest Real Estate Development, Inc (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located on the east side of N. Platte Purchase Drive in between NW 108th Street to the north and N. Tiffany Springs Parkway to the south, of 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 Cadence Detention 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 Tract L 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 L of the Plat, attached hereto, 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 Tract L of the Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract L of the 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 Tract L of the Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract L of the Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-161.
- 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 L of the 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 of Tract L within the Plat.
- b. Assess a lien on Tract L within the Plat.
- c. Maintain suit against Owner of Tract L within the Plat 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 L not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract L within the 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. Notwithstanding the foregoing, after completion of the Facilities and acceptance thereof by the City, Owner may assign its rights and obligations hereunder to the Cadence Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tract L by deed to the Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owner" herein and assume all rights and obligations as Owner as set forth herein.

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:
Hunt Midwest Real Estate Development, Inc.
8300 NE Underground Drive
Kansas City, MO 64161
Ora H. Reynolds, President
Fax: 816-455-8701, Phone: 816-455-2500

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.

EXHIBIT "A"

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 52 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, PLATTE COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH P.L.S. 2002014092, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°36'17" WEST, ON THE WEST LINE OF SAID NORTHWEST QUARTER, 316.50 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE LEAVING SAID WEST LINE, SOUTH 89°23'43" EAST, 50.00 FEET; THENCE SOUTH 00°36'17" WEST, 81.86 FEET; THENCE SOUTH 89°23'43" EAST, 212.37 FEET; THENCE SOUTH 32°38'34" EAST, 144.39 FEET; THENCE SOUTH 87°10'20" EAST, 57.58 FEET; THENCE NORTH 72°19'22" EAST, 84.53 FEET; THENCE SOUTH 20°45'55" EAST, 113.56 FEET; THENCE SOUTH 62°40'20" WEST, 87.78 FEET; THENCE SOUTH 80°33'41" WEST, 187.27 FEET; THENCE SOUTH 61°46'49" WEST, 103.02 FEET; THENCE NORTH 89°23'43" WEST, 168.51 FEET; THENCE NORTH 00°36'17" EAST, 407.53 FEET TO THE POINT OF BEGINNING. CONTAINING 124,503 SQUARE FEET OR 2.86 ACRES, MORE OR LESS.

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Recording Date/Time: 09/08/2022 at 10:37:13 AM

Instr Number: 2022012411

Book: 1383 Page: 910

Type: DE COV

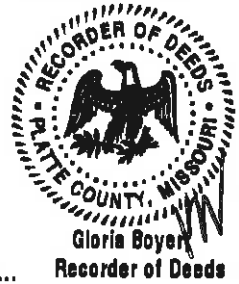
Pages: 8

Fee: \$45.00 S



Grantor: KANSAS CITY MO

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...



Title of Document: Covenant to Maintain Storm Water Detention

Date of Document: April 22, 2022

Grantor(s): Kansas City, Missouri ✓

Grantee(s): Hunt Midwest Real Estate Development Inc

Grantee(s) Address: 8300 NE Underground Dr
Kansas City, MO 64161

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Reference Book and Page(s)

KCT

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

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ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: Jeff Williams
Director of City Planning and Development

Approved as to form:

Assistant City Attorney

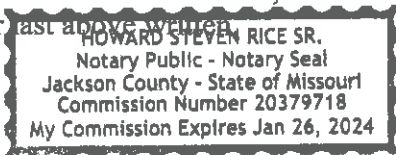
STATE OF MISSOURI)

COUNTY OF JACKSON)

) SS

BE IT REMEMBERED that on this 27 day of April, 2022, 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 Sandels, 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

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