

Recorded in Clay County, Missouri



Recording Date/Time: 04/23/2026 at 11:26:11 AM

Book: 10153 Page: 34

Instr #: 2026010668

Pages: 3

Fee: \$27.00 E

MD MANAGEMENT

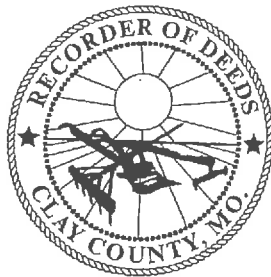


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMO 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068



File #: 250822

ORDINANCE NO. 250822

Approving the plat of Fountain Hills - 13th Plat, an addition in Clay County, Missouri, on approximately 19 acres generally located at the terminus of North Belleview Avenue northeast of Northwest 95th Terrace, creating 52 lots and 3 tracts for the purpose of residential development; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development and Director of Water Services to execute and/or accept certain agreements; and directing the City Clerk to facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2024-00039)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Fountain Hills – 13th Plat, 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 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.

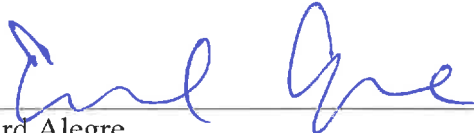
Section 4. That the Director of Water Services is hereby authorized to execute a Covenant to Maintain Stormwater and BMP Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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 facilitate the recordation 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.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on August 20, 2025.

Approved as to form:




Eluard Alegre
Associate City Attorney



Authenticated as Passed



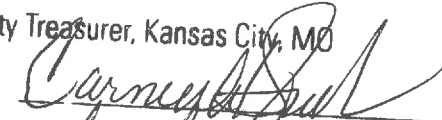
Quinton Lucas, Mayor



Marilyn Sanders, City Clerk
OCT 02 2025

Date Passed

This is to certify that General Taxes for 20~~25~~, 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, April 6, 20~~25~~26

Recorded in Clay County, Missouri



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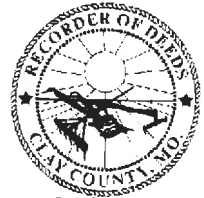
Book: 10153 Page: 36

Instr #: 2026010671

Pages: 3

Fee: \$30.00 S

MD MANAGEMENT



Sandra Brock
Recorder of Deeds

WHEN RECORDED RETURN TO:

*Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112*

Title of Document: Subordination Agreement

Date of Document: March 3, 2026

Grantor(s): Security Bank of Kansas City

Grantee(s): Fountain Hills Holdings, LLC

Grantee(s) Mailing Address: 4600 College Blvd., Suite 102
Overland Park, KS 66211

Legal Description: See Page 2

Reference Book and Page: Document 2022020560

Book 9391 PAGE 160

Book J PAGE 101.4
Instr # 2026010669

SUBORDINATION AGREEMENT

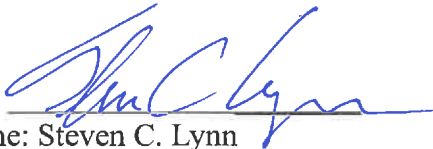
This Subordination of deed of trust Witnesseth, that Security Bank of Kansas City, as owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Fountain Hills Holdings, LLC, a Missouri limited liability company, recorded June 22, 2022 in the office of the Recorder of Deeds for Clay County, Missouri as Document 2022020560 in Book 9391 at Page 160 for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the:

Final Plat of Fountain Hills – 13th Plat recorded in Book J at
Page 101.4

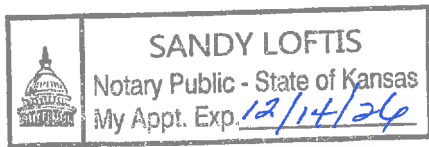
(Remainder of page intentionally left blank. Signature page to follow.)


IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 2nd day of March 2026.

SECURITY BANK OF KANSAS CITY

By: 
Name: Steven C. Lynn
Title: Executive Vice President

In the State of Kansas, County of Wyandotte, on this 3rd day of March, 2026, before, the undersigned, a Notary Public, in and for said County and State, personally appeared Steven C. Lynn, to me personally known, who being by me duly sworn did say that he/she is EVP of the Security Bank of Kansas City, and that said document was signed and sealed in behalf of said bank and said bank acknowledged said instrument to be the free act and deed of said bank. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.




Notary Public

My Commission expires 12/14/2026



Recording Date/Time: 04/23/2026 at 11:26:11 AM

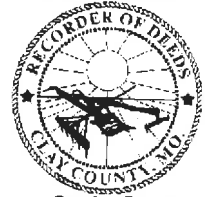
Book: 10153 Page: 35

Instr #: 2026010670

Pages: 11

Fee: \$54.00 S

MD MANAGEMENT



Sandra Brock
Recorder of Deeds

WHEN RECORDED RETURN TO:

*Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112*

Title of Document: Covenant to Maintain BMP Facilities – Fountain Hills –
13th Plat

Date of Document: April 1, 2026

Grantor(s): Fountain Hills Holding LLC

Grantee(s): Kansas City, Missouri

Grantee(s) Mailing Address: 4800 E. 63rd Street
Kansas City, MO 64130

Legal Description: See Exhibits A and B

**COVENANT TO MAINTAIN BMP FACILITIES
FOUNTAIN HILLS – 13TH PLAT**

THIS COVENANT made and entered into this 1st day of April, 2026, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Fountain Hills Holding LLC, a Missouri limited liability company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located in Kansas City, Clay County, Missouri, (**Property**) more specifically described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Owner has subdivided the Property and created pursuant to the Fountain Hills - 13th Plat, a subdivision in the City of Kansas City, Clay County, Missouri (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri and as shown on Exhibit B attached hereto; and

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

WHEREAS, The Facilities, located on Tracts B and C 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 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 Fountain Hills – 13th Plat;

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.** The Owner, its successors and assigns, as its sole cost shall:
- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary, of The Facilities located on Tracts B and C.
 - b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts B and C.
 - 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 B and C to the limits prescribed by the Kansas City Code of Ordinances.
 - f. Maintain the grades within Tracts B and C pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No. 2024-121.

- 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 B and C in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if the 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, its successors or assigns, and/or the owner of Tracts B and C;
- b. Assess a lien on Tracts B and C;
- c. Maintain suit against Owner, its successors or assigns, and/or the owner of Tracts B and C 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 Tracts B and C not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts B and C 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 KC Water
4800 E. 63rd Street
Kansas City, Missouri 64130

Notice to Owner shall be addressed to:

Fountain Hills Holding LLC
c/o MP Management, Inc.
4600 College Blvd.
Overland Park, KS 66211

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.

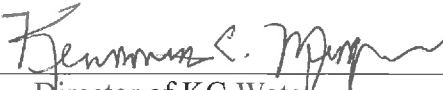
Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

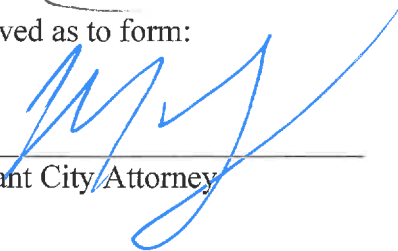


City Clerk

By: 

Director of KC Water

Approved as to form:




Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

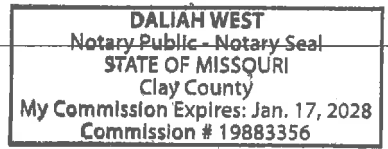
BE IT REMEMBERED that on this 1st day of April, 2026, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders 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.



Notary Public

My Commission Expires: _____

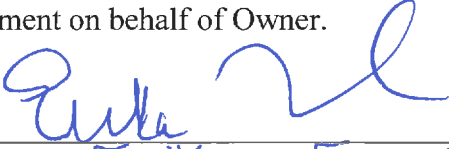


OWNER

FOUNTAIN HILLS HOLDING LLC

a Missouri limited liability company

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

By: 
Name: Erika Feingold
Title: manager

Check one:

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

Attach corporate seal if applicable

STATE OF KANSAS)
COUNTY OF Johnson) SS

BE IT REMEMBERED, that on the 22nd day of March, 2026, before me, the undersigned notary public in and for the county and state aforesaid, came Erika Feingold, to me personally known, who being by me duly sworn did say that he/she is the Manager of Fountain Hills Holding LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company and acknowledged said instrument to be the free 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.


Notary Public

My commission expires: 01/10/2027

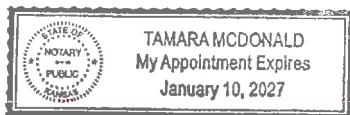


EXHIBIT A

A TRACT OF LAND IN THE FRACTIONAL NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 51 NORTH, RANGE 33 WEST, OF THE 5TH P.M., IN THE CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI, BEING PREPARED BY ANDREA N WEISHAUBT MO PLS 2025003640, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID FRACTION SECTION 3; THENCE SOUTH 89°29'13" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 3, 123.47 FEET; THENCE SOUTH 00°23'32" EAST, 70.36 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT; THENCE SOUTH 72°10'02" EAST, 100.58 FEET; THENCE NORTH 89°46'55" EAST, 29.86 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 179.99 FEET, A RADIUS OF 1245.92 FEET, A CHORD BEARING OF NORTH 84°57'25" EAST, AND A CHORD LENGTH OF 179.83 FEET; THENCE SOUTH 17°25'40" EAST, 314.74 FEET; THENCE NORTH 72°34'20" EAST, 53.59 FEET; THENCE SOUTH 24°25'14" EAST, 32.04 FEET; THENCE SOUTH 33°37'28" EAST, 245.42 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 328.24 FEET, A RADIUS OF 540.00 FEET, A CHORD BEARING OF SOUTH 52°05'46" EAST, AND A CHORD LENGTH OF 342.24 FEET; THENCE SOUTH 70°34'15" EAST, 394.11 FEET; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 196.38 FEET, A RADIUS OF 99.49 FEET, A CHORD BEARING OF NORTH 52°47'12" EAST, AND A CHORD LENGTH OF 166.02 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 252.99 FEET, A RADIUS OF 1270.03 FEET, A CHORD BEARING OF NORTH 09°25'39" WEST, AND A CHORD LENGTH OF 252.57 FEET; THENCE NORTH 15°08'04" WEST, 145.95 FEET; THENCE SOUTH 89°29'13" EAST, 135.00 FEET; THENCE NORTH 15°08'04" WEST, 69.26 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 46.72 FEET, A RADIUS OF 174.00 FEET, A CHORD BEARING OF NORTH 22°49'32" WEST, AND A CHORD LENGTH OF 46.57 FEET; THENCE NORTH 28°32'12" WEST, 240.36 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 97.54 FEET, A RADIUS OF 226.00 FEET, A CHORD BEARING OF NORTH 16°10'19" WEST, AND A CHORD LENGTH OF 96.79 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NW 96TH STREET AS IT NOW EXISTS; THENCE SOUTH 89°29'13" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 50.00 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 71.68 FEET, A RADIUS OF 175.00 FEET, A CHORD BEARING OF SOUTH 16°48'12" EAST, AND A CHORD LENGTH OF 71.18 FEET; THENCE SOUTH 28°32'12" EAST, 239.53 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 59.20 FEET, A RADIUS OF 225.00 FEET, A CHORD BEARING OF SOUTH 22°44'27" EAST, AND A CHORD LENGTH OF 59.03 FEET; THENCE SOUTH 15°08'04" EAST, 83.82 FEET; THENCE SOUTH 89°29'13" EAST, 244.41 FEET; THENCE SOUTH 00°05'1" WEST, 299.38 FEET; THENCE SOUTH 20°32'14" WEST, 128.60 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 56.37 FEET, A RADIUS OF 250.00 FEET, A CHORD BEARING OF SOUTH 63°00'13" EAST, AND A CHORD LENGTH OF 56.25 FEET; THENCE SOUTH 33°27'20" WEST, 50.00 FEET; SOUTH 34°26'36" WEST, 213.76 FEET; THENCE SOUTH

51°12'10" WEST, 139.71 FEET; THENCE SOUTH 62°19'19" WEST, 187.93 FEET; THENCE NORTH 70°34'15" WEST, 36.74 FEET TO THE NORTHEAST CORNER OF TRACT A, FOUNTAIN HILLS ELEVENTH PLAT, A SUBDIVISION OF LAND IN THE CITY OF KANSAS CITY, CASS COUNTY, MISSOURI; THENCE NORTH 70°34'15" WEST, ALONG THE NORTH LINE OF SAID TRACT A, 666.74 FEET; THENCE NORTH 58°40'30" WEST, CONTINUING ALONG SAID NORTH LINE, 148.93 FEET; THENCE NORTH 43°11'22" WEST, CONTINUING ALONG SAID NORTH LINE, 232.64 FEET; THENCE NORTH 33°38'40" WEST, CONTINUING ALONG SAID NORTH LINE, 163.80 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTH BELLEVIEW AVENUE AS IT NOW EXISTS, ALSO KNOWN TO BE THE SOUTHEAST CORNER OF TRACT B SAID FOUNTAIN HILLS ELEVENTH PLAT; THENCE NORTH 33°40'33" WEST, ALONG THE EAST LINE OF SAID TRACT B, 214.09 FEET; THENCE NORTH 17°18'11" WEST, CONTINUING ALONG SAID EAST LINE, 132.62 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT B; THENCE NORTH 76°16'57" WEST, ALONG THE NORTH LINE OF SAID TRACT B, 108.06 FEET; THENCE SOUTH 87°29'30" WEST, CONTINUING ALONG SAID NORTH LINE, 0.19 FEET; THENCE NORTH 00°23'32" WEST, 277.78 FEET TO THE POINT OF BEGINNING. CONTAINING 811271.11 SQ FT OR 18.62 ACRES MORE OR LESS

EXHIBIT B

