

RECORDER'S CERTIFICATION

JACKSON COUNTY, MISSOURI

11/24/2015 02:30:48 PM

INSTRUMENT TYPE: ORDI FEE: \$27.00 4 PGS

NON-STANDARD FEE: EXEMPT



INSTRUMENT NUMBER / BOOK & PAGE

2015E0105753

Robert T. Kelly, Director, Recorder Of Deeds

**Jackson County
Recorder of Deeds
Exempt Document**

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document
in compliance with the laws of the
State of Missouri.



Robert T. Kelly, Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

ORDINANCE NO. 150629

MS99832
Approving the plat of 29 Gillham, an addition in Jackson County, Missouri; accepting various easements; authorizing the Director of City Development to execute and/or accept certain agreements; authorizing the Director of Parks and Recreation to execute a certain agreement; and authorizing the City Clerk to record this ordinance and attached documents. (SD1126A)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of 29 Gillham, 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 Director of City Development is hereby authorized to execute a Covenant to Maintain Retaining Wall Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 4. That the Director of City 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 Director of Parks and Recreation is hereby authorized to execute a License Agreement to Maintain Building Features on Park Property, to be in a

ORDINANCE NO. 150629

form substantially as that attached hereto as Exhibit B and incorporated herein by reference.

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 Jackson County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on September 3, 2013.

Approved as to form and legality:



Sarah Baxter
Assistant City Attorney

This is to certify that General Taxes for 2014, 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 27, 2015



Authenticated as Passed



Sly James, Mayor



Marilyn Sanders, City Clerk

AUG 13 2015

Date Passed

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
11/24/2015 02:30:48 PM
INSTRUMENT TYPE: SUB FEE: \$27.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE
2015E0105755

Robert T. Kelly, Director, Recorder Of Deeds

MJ99832B

Assured Quality Title Company
1001 Walnut, Kansas City, MO. (816)221-2880
Recording Cover Sheet

Title of Document: **Subordination of Deed of Trust**

Date of Document: **July 15, 2015**

Grantor(s): **Lead Bank**

Grantee(s): **2901 Gillham Row, LLc**

Mailing Address(s): **2949 McGee Trafficway
Kansas City, MO 64108**

Legal Description: **Page 2**

Reference Book and Page: **2014E0054355 and 2015E0105754**

SUBORDINATION OF DEED OF TRUST
(PARTIAL - CORPORATION)

This Subordination of deed of trust Witnesseth, that Lead Bank, a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in Cass County, Missouri, as owner and holder of the note evidencing the debt secured by the Deed of Trust executed by 2901 Gillham Row, LLC, dated and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, as Document No. 2014E0054355, in Book _____ at Page _____, 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 plat of 29 Gillham, recorded as Document No. 2014E0165754 in Book 159 at Page 91. Provided, however, that this subordination shall not prejudice the lien of said Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 15th day of July, 2015.

(SEAL)

By James K. Duff
James K. Duff
Senior Vice President

In the State of Missouri, County of Jackson on this 15th day of July, 2015, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared James K. Duff, to me personally known, who being by me duly sworn did say that he is SVP of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said James K. Duff acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

My Commission expires 2-4-2019

Celia Jeffries
Notary Public
CELIA A. JEFFRIES



CELIA A. JEFFRIES
My Commission Expires
February 4, 2019
Cass County
Commission #15970261

EXHIBIT A

Legal Description:

All of Lots 41 thru 48 inclusive, Block 3, COLEMAN PLACE and a portion of the Northerly 30.50 feet of 30 GILLHAM ROW CONDOMINIUM, both being more subdivisions in the Northeast quarter of Section 17 Township 49, Range 33, in Kansas City, Jackson County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of Lot 48, Block 3, COLEMAN PLACE, a subdivision in the City of Kansas City, Jackson County, Missouri; thence S 02° 19' 41" S, along the West line of a 14 foot wide alley, a distance of 234.18 feet to a point that is 30.51 feet South of the Southeast corner of Lot 41 of said Block 3; thence N 86° 38' 39" W, a distance of 87.24 feet; thence N 3° 19' 25" E, a distance of 4.97 feet; thence N 87° 43' 54" W, a distance of 27.11 feet to a point on the East right of way line of Gillham Road as established by Corporation Warranty Deed filed at the Recorder of Deeds, Jackson County, Missouri in Book K 291 at page 945; thence N 02° 15' 55" E, along the East right-of-way line of said Gillham Road, a distance of 228.92 feet to the intersection of the East right-of-way line of said Gillham Road and the North line of Lot 48, Block 3 of said COLEMAN PLACE; thence S 87° 02' 50" E, along the North line of Lot 48, Block 3 of said COLEMAN PLACE a distance of 114.51 feet to the point of beginning.

And shown as Tract 1 on the MINOR SUBDIVISION LOT LINE ADJUSTMENT, Lots 41 through 48, Block 3, COLEMAN PLACE, a subdivision in Kansas City, Jackson County, Missouri and 30 GILLHAM ROW CONDOMINIUM, a subdivision in Kansas City, Jackson County, Missouri, filed for record May 13, 2014 as Document No. 2014E0037895 in Book T40 at Page 17.

RECORDER'S CERTIFICATION
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INSTRUMENT TYPE: REST FEE: \$45.00 9 PGS



INSTRUMENT NUMBER / BOOK & PAGE
2015E0105756

Robert T. Kelly, Director, Recorder of Deeds

MJ99832B

Assured Quality Title Company

1001 Walnut, Kansas City, MO. (816)221-2880

Recording Cover Sheet

Title of Document: **Covenant to Maintain Retaining Wall Facilities adjacent to Alley
South of E 29th St, between Gillham Road and Cherry Street
Plat of 29 Gillham**

Date of Document: **April 13, 2015**

Grantor(s): **City of Kansas City, Missouri**

Grantee(s): **2901 Gillham, LLC**

Mailing Address(s): **2949 McGee Trafficway
Kansas City, MO 64108**

Legal Description: **Exhibit A on Page 6
Exhibit B on Page 7**

Reference Book and Page:

**COVENANT TO MAINTAIN RETAINING WALL FACILITIES
ADJACENT TO ALLEY SOUTH OF E 29TH ST,
BETWEEN GILLHAM ROAD AND CHERRY STREET
PLAT OF 29 GILLHAM**

THIS AGREEMENT made and entered into as of the 13th day of April, 2015 by and between the City of Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and 2901 Gillham, LLC a Missouri limited liability company, (**Developer**).

WHEREAS, Developer has an interest in certain real estate generally located at the southeast corner of E 29th Street and Gillham Road, in Kansas City, Jackson County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Developer intends to cause the Property to be platted as Final Plat of 29 Gillham (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, the parties contemplate that one or more buildings might be constructed on the Property; and

WHEREAS, the parties have determined that construction of said buildings by Developer cannot be accomplished without the construction on the Property of a Gravity Segmental Retaining Wall and appurtenances (collectively "**Facilities**") and located within areas legally described on Exhibit B (**Wall Areas**) attached hereto and incorporated herein by reference for purposed of defining the limits of the private property affected by the walls; and

WHEREAS, the City agrees to allow a deviation from its graded slopes (less than or equal to 3 horizontal to 1 vertical) regulations for the purpose of allowing construction of the Retaining Wall adjacent to City right-of-way;

WHEREAS, the provisions for the maintenance of the retaining wall facility is necessary to serve the development;

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

Sec. 1. Scope: City and Developer enter into this Agreement for the purpose of providing for the construction and maintenance of the Retaining Wall on the Property - Wall Area adjacent to City Right-of-way.

Sec. 2. City's Obligations: City agrees to allow the construction of the **Facilities** in the **Wall Areas**, in accordance with the plans submitted by Developer on file in the City Planning & Development Office under File No. CR201410385.

Sec. 3. Developer at its sole cost shall:

- a. Be responsible for the construction, maintenance, repair and replacement if necessary of the **Facilities** within the **Wall Areas**;
- b. Maintain the grades, structures, grounds, and appurtenances for the **Facilities**;
- c. Keep the slopes and grades free of excessive erosion and rutting;
- d. Keep the **Facilities** in good structural condition or replace same if necessary.
- e. Mow the grass area within **Wall Areas**
- f. **Maintain the grades within Wall Areas pursuant to the approved Plans.**
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec 4. City is granted the right, but is not obligated to enter upon Wall Areas in order to maintain the Facilities including grades, structures, grounds, and appurtenances if Developer 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 the Developer, owner of **Wall Areas** or the owners of Lot 1 served by the Facilities on **Wall Areas**; (b) assess a lien on either the **Wall Areas** or on the Lot 1 or both served by the Facilities on **Wall Areas** and (c) maintain suit against the Developer, owner of **Wall Areas** and/or owners of Lot 1 served by the Facilities on Wall Areas for all cost incurred by the City for such maintenance. Unless necessitated by a threat to life and/or safety, City shall notify the Developer and/or the then current owners of **Wall Areas** and Lot 1 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 5. If City exercises its right herein, City shall have the right to use any materials it deems necessary for the maintenance of the Facilities and shall have any necessary rights of access to the Property for such maintenance.

Sec. 6. Developer shall not use nor attempt to use **Wall Areas** 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. 7. This covenant shall run with the land legally described in Exhibit "A". Developer shall remain liable under the terms of this Covenant unless and until Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 8. 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. 9. Status Report. Upon request by the City, Developer shall provide City with a report setting forth the then current condition and stability of the **Facilities** including the retaining walls, provided that City shall not request such report more than once during each three (3) calendar years during the period that this Agreement is in effect.

Sec. 10. 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 Public Works
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2615

Notice to Developer shall be addressed to:
2901 Gillham Row, LLC
5200 Wyandotte St
Kansas City, Missouri 64112
ATTN: Lance Carlton
Telephone number: (617) 416-0311
Facsimile number:

Sec. 11. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City and Developer.

Sec. 12. 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. 13. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 14. 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 Developer, its successors, assigns and transferees.

Sec. 15. 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 or failure to maintain the Facilities.

DEVELOPER
2901 Gillham Row, LLC

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

By: Lance Carlton

Title: Member

Date: 3-10-15

- Check one: () Sole Proprietor
 () Partnership
 () Corporation
 (X) Limited Liability Company (LLC)
 Attach corporate seal if applicable)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

BE IT REMEMBERED, that on the 10th day of MARCH, ~~2004~~ 2015, before me, the undersigned notary public in and for the county and state aforesaid, came **Lance Carlton** to me personally known, who being by me duly sworn did say that **he the member of 2901 Gillham Row, LLC**, and that said instrument was signed on behalf of said LLC by authority of its members and acknowledged said instrument to be the 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.



Notary Public
JILL L. CHALMERS

JILL L. CHALMERS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Feb. 23, 2018
Commission # 14584743

My commission expires: Feb. 23rd, 2018

EXHIBIT A:
(THE PROPERTY):

TRACT 1

LEGAL DESCRIPTION:

ALL OF LOTS 41 THRU 48 INCLUSIVE, BLOCK 3, COLEMAN PLACE AND A PORTION OF THE NORTHERLY 30.50 FEET OF 30 GILLHAM ROW CONDOMINIUM, BOTH BEING MORE SUBDIVISIONS IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 49, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 48, BLOCK 3, COLEMAN PLACE, A SUBDIVISION IN THE CITY OF KANSAS CITY, JACKSON COUNTY, MISSOURI; THENCE S02°19'41"W, ALONG THE WEST LINE OF A 14 FOOT WIDE ALLEY, A DISTANCE OF 234.18 FEET TO A POINT THAT IS 30.51 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 41 OF SAID BLOCK 3; THENCE N86°38'39"W, A DISTANCE OF 87.24 FEET; THENCE N03°19'25"E, A DISTANCE OF 4.97 FEET; THENCE N87°43'54"W, A DISTANCE OF 27.11 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GILLHAM ROAD AS ESTABLISHED BY CORPORATION WARRANTY DEED FILED AT THE RECORDER OF DEEDS, JACKSON COUNTY, MISSOURI IN BOOK K 291 AT PAGE 945; THENCE N02°15'55"E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GILLHAM ROAD, A DISTANCE OF 228.92 FEET TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SAID GILLHAM ROAD AND THE NORTH LINE OF LOT 48, BLOCK 3 OF SAID COLEMAN PLACE; THENCE S87°02'50"E, ALONG THE NORTH LINE OF LOT 48, BLOCK 3 OF SAID COLEMAN PLACE; THENCE S87°02'50"E, ALONG THE NORTH LINE OF LOT 48, BLOCK 3 OF SAID COLEMAN PLACE A DISTANCE OF 114.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 26,610 SQUARE FEET OR 0.611 ACRES, MORE OR LESS.

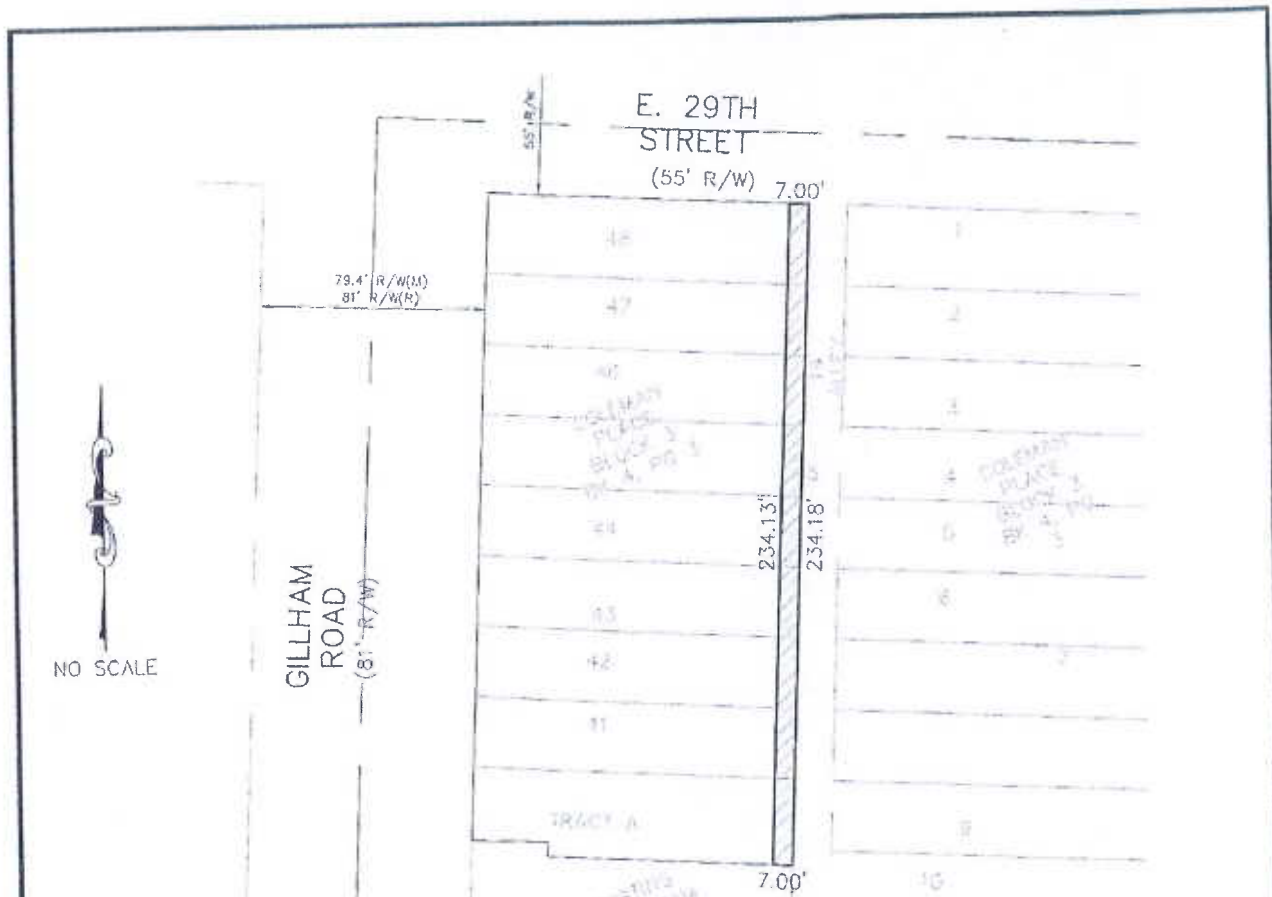
-- END OF EXHIBIT A --

EXHIBIT B
(LEGAL DESCRIPTION OF WALL AREA):

DESCRIPTION:

THE EAST 7.00 FEET OF TRACT 1, MINOR SUBDIVISION LOT LINE ADJUSTMENT, LOTS 41 THRU 48, BLOCK 3, COLEMAN PLACE, A SUBDIVISION IN THE CITY OF KANSAS CITY, MISSOURI AND 30 GILLHAM ROW CONDOMINIUM, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, AS SAID MINOR SUBDIVISION IS RECORDED AT THE RECORDER OF DEEDS, JACKSON COUNTY, MISSOURI IN BOOK T40 AT PAGE 17.

EASEMENT CONTAINS 1,639.1 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.



DESCRIPTION: (RETAINING WALL EASEMENT)

THE EAST 7.00 FEET OF TRACT I, MINOR SUBDIVISION LOT LINE ADJUSTMENT, LOTS 41 THRU 48, BLOCK 3, COLEMAN PLACE, A SUBDIVISION IN THE CITY OF KANSAS CITY, MISSOURI AND 30 GILLHAM ROW CONDOMINIUM, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, AS SAID MINOR SUBDIVISION IS RECORDED AT THE RECORDER OF DEEDS, JACKSON COUNTY, MISSOURI IN BOOK T40 AT PAGE 17.

EASEMENT CONTAINS 1,639.1 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

I, JOHN A. COPELIN, BEING A DULY REGISTERED AND LICENSED LAND SURVEYOR IN THE STATE OF MISSOURI, HEREBY CERTIFY THAT THIS REAL PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.



JOHN A. COPELIN
KAW VALLEY ENGINEERING, INC.
 CONSULTING ENGINEERS - LAND SURVEYORS
 8040 N. OAK TRAFFICWAY
 KANSAS CITY, MISSOURI 64052
 PH. (816) 468-5858 | FAX (816) 468-6651
 kc@kveng.com | www.kveng.com

MISSOURI PLS NO. 2005019232

7/1/2014
EXHIBIT "B2"
 7/1/2014
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