

Recorded in Platte County, Missouri

Recording Date/Time: 07/15/2015 at 10:43:40 AM

Instr Number: 2015009306

Book: 1246 Page: 977

Type: DE ORD

Pages: 3

Fee: \$27.00 E



KC



Grantor: KANSAS CITY MISSOURI CITY OF

Grantee: TIFFANY LAKES 3RD PLAT

Gloria Boyer,
Recorder of Deeds

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

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ORDINANCE NO. 140573

Approving the plat of Tiffany Lakes 3rd Plat, an addition in Platte County, Missouri; accepting various easements; establishing grades on public ways; authorizing the Director of City Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD0864D)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Tiffany Lakes 3rd 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.

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 Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facility Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.


ORDINANCE NO. 140573

Section 5. 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 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 plat has been 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 endorsed its approval of this plat.

Approved as to form and legality:




Sarah Baxter
Assistant City Attorney



Authenticated as Passed



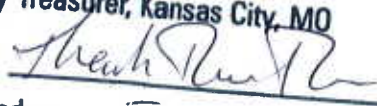
Sly James, Mayor



Marilyn Sanders, City Clerk
JUL 31 2014

Date Passed

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, June 30, 2015

Recorded In Platte County, Missouri

Recording Date/Time: 07/15/2015 at 10:43:40 AM

Instr Number: 2015009307

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Pages: 8

Fee: \$67.00 N



KC



Grantor: KANSAS CITY MISSOURI

Grantee: TIFFANY LAKES DEVELOPMENT COMPANY LLC

Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
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RSMo 59.310.3 (effective January 1, 2002)

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

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF TIFFANY LAKES THIRD PLAT**

THIS COVENANT made and entered into this 22ND day of AUGUST, 2014 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Tiffany Lakes Development Company, an LLC (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located north of NW 108th Street and east of NW Skyview Avenue in Kansas City, Clay 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 Tiffany Lakes Third 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 Lots of 62 through 89 and Tract of 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 of 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 City Planning & Development and identified as File No 2014-034A.
- 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, and/or the owners of Lots 62 through 89 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 62 through 89 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 62 through 89 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 62 through 89 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 City Planning & Development
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notices to Owner:
Tiffany Lakes Development Company
LLC
Platte City, Missouri 64079
Darrin Sherry
(816) 215-4615

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 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Handwritten Signature]
City Clerk

SITE By: *[Handwritten Signature]*
for Robert Langenkamp, AICP
Director of City Planning and Development

Approved as to form:

[Handwritten Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 22nd day of August, 2014, 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.

[Handwritten Signature]
Notary Public

My Commission Expires: _____



OWNER
Tiffany Lakes Development Company
LLC
Platte City, MO 64079
Darrin Sherry
(816) 215-4615

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

By: [Signature]

Title: Member

Date: 8/7/2014

- Check one:
- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF CLAY)

BE IT REMEMBERED, that on the 7th day of AUG, 2014, before me, the undersigned notary public in and for the county and state aforesaid, came DARRIN SHERRY, to me personally known, who being by me duly sworn did say that he is the member of Tiffany Lakes Development Company, and that said instrument was signed on behalf of said LLC by authority of its [LLCs, 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.

[Signature]
Notary Public

My commission expires: 1/20/17

EXHIBIT "A"

All that part of the Northeast Quarter of Section 30, Township 52, Range 33, in the City of Kansas City, Platte County, Missouri, described as follows: Commencing at the Southeast Corner of the Northeast Quarter of said Section 30; thence North 00 degrees 05 minutes 27 seconds East along the East line of the Northeast Quarter of said Section 30, a distance of 802.60 feet to the Northeast Corner of TIFFANY LAKES, a subdivision of land in Kansas City, Platte County, Missouri, said point being the Point of Beginning of the Tract of land to be described; thence North 81 degrees 00 minutes 00 seconds West along the Northerly line of said TIFFANY LAKES, a distance of 341.63 feet; thence North 9 degrees 00 minutes 00 seconds East along the Northerly line of said TIFFANY LAKES, a distance of 155.64 feet; thence North 16 degrees 00 minutes 00 seconds West along the Northerly line of said TIFFANY LAKES, a distance of 144.53 feet; thence South 79 degrees 00 minutes 00 seconds West along the Northerly line of said TIFFANY LAKES, a distance of 220.38 feet; thence North 40 degrees 00 minutes 00 seconds West along the Northerly line of said TIFFANY LAKES, a distance of 154.35 feet; thence North 26 degrees 38 minutes 40 seconds West along the Northerly line of said TIFFANY LAKES, a distance of 60.00 feet to the most Northerly Corner of said TIFFANY LAKES, said point also being the most easterly corner of TIFFANY LAKES 2ND PLAT, a subdivision of land in Kansas City, Platte County, Missouri; thence North 18 degrees 01 minutes 00 seconds West along the Northerly line of said TIFFANY LAKES 2ND PLAT, a distance of 78.25 feet; thence North 60 degrees 37 minutes 37 seconds West along the Northerly line of said TIFFANY LAKES 2ND PLAT, a distance of 211.67 feet to the Northwest Corner of Lot 1, of said TIFFANY LAKES SECOND PLAT; thence North 7 degrees 00 minutes 50 seconds East, a distance of 262.82 feet; thence North 34 degrees 12 minutes 48 seconds East, a distance of 112.69 feet; thence North 42 degrees 01 minutes 03 seconds East, a distance of 249.31 feet; thence South 84 degrees 14 minutes 02 seconds East, a distance of 91.00 feet; thence South 05 degrees 45 minutes 58 seconds West, a distance of 149.19 feet; thence South 43 degrees 21 minutes 39 seconds West, a distance of 166.62 feet; thence South 53 degrees 51 minutes 32 seconds East, a distance of 346.48 feet; thence North 52 degrees 38 minutes 46 seconds East, a distance of 16.86 feet; thence South 84 degrees 18 minutes 31 seconds East, a distance of 77.54 feet; thence South 54 degrees 11 minutes 57 seconds East, a distance of 73.49 feet; thence Northeasterly along a curve to the left having a initial tangent bearing of North 35 degrees 48 minutes 03 seconds East and a radius of 340.00 feet, an arc distance of 30.21 feet; thence South 59 degrees 17 seconds 27 seconds East, a distance of 186.90 feet; thence South 89 degrees 54 minutes 33 seconds East, a distance of 74.28 feet to the East line of the Northeast Quarter of said Section 30; thence South 00 degrees 05 minutes 27 seconds West along the East line of the Northeast Quarter of said Section 30, a distance of 599.58 feet to the Point of Beginning. Said Tract of land contains 11.10 acres more or less.

EXHIBIT "B"

