

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

12/11/2023 1:13 PM

FEE: \$24.00 2 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0088196

Book: Page:

Diana Smith , Recorder of Deeds

ORDINANCE NO. 201045

Approving the plat of Summit View Farms 5th Plat, an addition in Jackson County, Missouri, on approximately 6.27 acres generally located west of S.W. Arthur Drive and S.W. Summit View Trail, creating 2 tracts for the purpose of a stream buffer, private open space and detention; 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. (CLD-FnPlat-2019-00041)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Summit View Farms 5th Plat, 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 Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

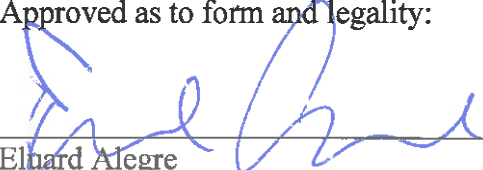
ORDINANCE NO. 201045

Section 4. 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 5. 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 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on January 21, 2020.

Approved as to form and legality:



Eluard Alegre
Assistant City Attorney



Authenticated as Passed



Quinton Lucas, Mayor

Marilyn Sanders, City Clerk
DEC 17 2020

Date Passed

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.

City Treasurer, Kansas City, MO

By 

Dated, November 27, 2023

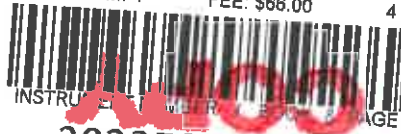
RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

12/11/2023 1:03 PM

NON-STANDARD FEE: EXEMPT

FEE: \$66.00

4 PGS



2023E0088190

Book: 214 Page: 39

Diana Smith, 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.



Diana Smith
Recorder of Deeds

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

112 W. Lexington, Suite 30
Independence, MO 64050

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

12/11/2023 1:03 PM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 4 PGS



2023E0088190

Book: 214 Page: 39

Diana Smith, Recorder of Deeds

Jackson County
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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

12/11/2023 1:13 PM

FEE: \$27.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0088195

Book: Page:

Diana Smith, Recorder of Deeds

WHEN RECORDED RETURN TO:

Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538

Title of Document: Subordination of Deed of Trust to Plat

Date of Document: Feb 2nd, 2023

Grantor(s): Lead Bank

Grantee(s): Summit View Farms Development Group, LLC

Grantee(s) Mailing Address: P.O. Box 291
Lee's Summit, MO 64063

Legal Description: See Page 2

Reference: 2018E0049278

SUBORDINATION OF DEED OF TRUST TO PLAT

This Subordination of Deed of Trust to Plat Witnesseth, that Lead Bank, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Summit View Farms Development Group, LLC, dated May 29, 2018 and recorded on June 6, 2018 in the office of the Recorder of Deeds for Jackson County, Missouri as Document 2018E0049278, for value received does hereby subordinate from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

Final Plat, Summit View Farms 5th Plat, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No 2023 E 0088190

and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

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

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

12/11/2023 1:13 PM

FEE: \$42.00

8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2023E0088197

Book: Page:

Diana Smith, Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: **Covenant to Maintain Storm Water Detention Facility**

Date of Document: *November 30, 2023*

Grantor: **Summit View Farms Development Group, LLC**

Grantor's Address: **P.O. Box 291
Lee's Summit, MO 64063**

Grantee: **City of Kansas City, Missouri**

Grantee's Address: **414 E 12th St.
Kansas City, MO 64106**

Legal Description: **See Exhibit "A" attached hereto**

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF SUMMIT VIEW FARMS 5TH PLAT**

THIS COVENANT made and entered into this 30th day of November, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Summit View Farms Development Group, LLC, a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northwest of the intersection of SW Summit View Trail and SW National Avenue in Kansas City, of Jackson 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 Summit View Farms 5th 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 Tracts E and F as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve future Lots and require preservation and maintenance of storm water detention facilities, located on Tract E within the Plat, 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 for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility is 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 storm water detention facilities and appurtenances (**Facilities**) within the storm water detention facilities located on of Tract E.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract E.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mow the grass area within Tract E.

- f. Maintain the grades within Tract E pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2020-061.
- 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 E and F in order to maintain 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 against Owner, and/or the owner of Tracts E and F, and/or the owners of future Lots served by the Facility on Tract E;
- b. Assess a lien on either the Tracts E and F or on the future Lots or both served by the Facility on Tract E;
- c. Maintain suit against Owner, and/or the owner of Tracts E and F and/or the owners of future Lots served by the Facility on Tract E 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 E and F and future Lots not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tract E 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 shall be addressed to:
Summit View Farms Development Group, LLC

P.O. Box 291, Lee's Summit, MO, 64063 William P. Kenney 816.838.0552

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 Jackson 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 Facility.

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 47 NORTH, RANGE 32 WEST, OF THE FIFTH PRINCIPLE MERIDIAN, KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A LIMESTONE MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 87°59'47" WEST (THIS AND ALL FOLLOWING BEARINGS ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM 1983, WEST ZONE) ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1141.43 FEET (1141.62 FEET DEED) TO A POINT ON THE CITY LIMITS LINE OF KANSAS CITY, MISSOURI; THENCE NORTH 02°21'56" EAST (NORTH 02°22'40" EAST DEED) ON SAID CITY LIMITS LINE, A DISTANCE OF 948.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°37'06" WEST, A DISTANCE OF 200.07 FEET TO A POINT; THENCE NORTH 02°22'13" EAST, A DISTANCE OF 219.46 FEET TO A POINT; THENCE NORTH 87°37'47" WEST, A DISTANCE OF 303.86 FEET TO A POINT ON THE WEST LINE OF A QUIT CLAIM DEED FOUND IN INSTRUMENT NUMBER 2018E0049276, IN THE JACKSON COUNTY RECORDER OF DEEDS OFFICE; THENCE NORTH 16°32'33" EAST (NORTH 16°32'42" EAST DEED) ON SAID WEST LINE, A DISTANCE OF 540.76 FEET TO A POINT ON THE SOUTH LINE OF A QUIT CLAIM DEED FOUND IN INSTRUMENT NO. 2016E0047063 AND THE SOUTH LINE OF A QUIT CLAIM DEED FOUND IN INSTRUMENT NUMBER. 2016E0047064, RECORDED IN SAID RECORDER OF DEEDS OFFICE; THENCE SOUTH 87°37'12" EAST (SOUTH 87°37'15" EAST DEED) ON SAID SOUTH LINE, A DISTANCE OF 371.54 FEET TO A POINT ON SAID CITY LIMITS LINE, ALSO BEING THE WEST LINE OF SUMMIT VIEW FARMS AMENDED FIRST PLAT, A RECORDED SUBDIVISION AS FILED IN SAID RECORDER OF DEEDS OFFICE, INSTRUMENT NUMBER 2017E0048627, IN BOOK 170, AT PAGE 1; THENCE SOUTH 02°22'18" WEST (SOUTH 02°22'15" WEST PLAT) ON SAID CITY LIMITS LINE AND LAST SAID WEST LINE, A DISTANCE OF 658.35 FEET TO A 2" ALUMINUM DISK STAMPED HDR ENGINEERING, INC., MARKING THE SOUTHWEST CORNER OF SAID PLAT; THENCE SOUTH 02°21'56" WEST CONTINUING ON SAID CITY LIMITS LINE, A DISTANCE OF 85.38 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 273,400 SQUARE FEET OR 6.276 ACRES, MORE OR LESS.

