STATE OF MISSOURI	COUNTY OF PLAT	TE
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This is to certify that the foregoing is a true and correct copy of the documents on file in my office.

Book 387 Page 933	
Witness my hand and official seal this 29th	
Day of DECEMBER,	, 2022.
RECORDER OF DEEDS, <u>Gloria Boyer</u>	
By 6	_Deputy Recorder

175

Recorded in Platte County, Missouri

Recording Date/Time: 12/20/2022 at 03:22:07 PM

Instr Number: 2022016461 Book: 1387 Page: 933

Type: DE ORD Pagea: 3 Fee: \$27.00 E

Grenter: KANSAS GITY

Grentee: GREEN HILLS PLAZA FOURTH PLAT

COUNTY

Gloria Boyer, Recorder of Deads

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

414 E. 12th Street Kansas City, MO 64106

Legislation Text

File #: 220470

ORDINANCE NO. 220470

Approving the plat of Green Hills Plaza Fourth Plat, an addition in Platte County, Missouri, on approximately 2.61 acres generally located at the southeast corner of N. Green Hills Road and N.W. Barry Road, creating 2 lots for the purpose of a 2 lot commercial subdivision; 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-2022-00011)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Green Hills Plaza Fourth 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.

Kansas City

Page 1 of 2

File #: 220470

Section 3. 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 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 Platte County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on May 3, 2022.

This is to certify that General Taxes for 2021, 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

Approved as to form and legality:

Eluard Alegre

Associate City Attorney

Authenticated as Passed

City Clerk

Date Passed

STATE OF MISSOURI	COUNTY	OF PLATTE
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This is to certify that the foregoing is a true and correct copy of the documents on file in my office.

Book 1387 Page 934	
Witness my hand and official seal this 29th	
Day of DECEMBER	, 2022.
RECORDER OF DEEDS, <u>Gloria Boyer</u>	
Ву ДУД	_Deputy Recorder

32 (3)

Recorded in Platte County, Missouri

Recording Date/Time: 12/20/2022 at 03:22:07 PM

Instr Number: 2022016463 Book: 1387 Type: DE COV Page: 934

Type: DE COV Pages: 13 Fee: \$82.00 N

Grantor: GH14 LLC Grantee: KANSAS CITY COUNTY, COUNTY, COLOR BRIDGE

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 per compliance with State law and you have been charged the fee of \$25.00 for a non-standard Document RSMo 59.310.3 (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

COVENANT TO MAINTAIN STORM WATER DETENTION FACILITIES Plat of GREEN HILLS PLAZA FOURTH PLAT

THIS COVENANT made and entered into this 200 day of DECENSON, 2022, by and between Kansas City, Missouri "Grantee", a constitutionally chartered Municipal corporation (City), and GH14, LLC, a Limited Liability Corporation, (Owner of Green Hills Plaza Fourth Plat) and GH14, LLC, a Limited Liability Corporation (Owner of Final Plat of Green Hills Plaza-Replat of Lot 1, Tract A).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner of NW Barry Road and N Green Hills Road in Kansas City, 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 Final Plat of Green Hills Plaza FOURTH 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 Lot 1 and Lot 2 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, Tract A of A FINAL PLAT OF GREEN HILLS PLAZA - REPLAT OF LOT 1 is owned by GH14, LLC.

- 1 ±:

WHEREAS, the facilities, located on Tract A of A FINAL PLAT OF GREEN HILLS PLAZA - REPLAT OF LOT 1 as shown on Exhibits "C" and "D" abutting 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 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 of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract A of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1.
- 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 of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract A of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File 2018-035.
- 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 of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 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 against Owner, and/or the owner of Tract A of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 and/or the owners of Lots 1, 2 of Final Plat of Green Hills Plaza FOURTH PLAT and Lot 1 of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 served by the Facility on Tract A of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1.
 - b. Assess a lien on either the Tract A of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 or on Lot 1 or Lot 2 of Final Plat of Green Hills Plaza FOURTH

- **PLAT** or Lot 1 of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 or all served by the Facility on Tract A of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1.
- c. Maintain suit against the Owner, owner of Tract A of A FINAL PLAT OF GREEN HILLS PLAZA - REPLAT OF LOT 1 and/or owners of Lot 1 or Lot 2 of Final Plat of Green Hills Plaza FOURTH PLAT or Lot 1 of A FINAL PLAT OF GREEN HILLS PLAZA - REPLAT OF LOT 1 served by the Facility on Tract A of A FINAL PLAT OF GREEN HILLS PLAZA - REPLAT OF LOT 1 for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify the Owner and/or the then current owners of Tract A of A FINAL PLAT OF GREEN HILLS PLAZA - REPLAT OF LOT 1 and Lot 1 or Lot 2 of Final Plat of Green Hills Plaza FOURTH PLAT or Lot 1 of A FINAL PLAT OF GREEN HILLS PLAZA - REPLAT OF LOT 1 not less than thirty (30) days before it begins maintenance of the Facilities.

- Sec. 3. Owner and/or Owners of Tract A of A FINAL PLAT OF GREEN HILLS PLAZA REPLAT OF LOT 1 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 Department City Hall, 414 East 12th Street Kansas City, Missouri 64106 Fax number: (816) 513-2548

Notice to Owner shall be addressed to: GH14, LLC 3630 Briarcliff Rd Kansas City, MO 64116 Fax: 816-817-1009 Phone: (816) 728-0940

- 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 Facility.

ATTEST ATION BY CITY CLERK:	By: MISSOURI By: Director of City Planning & Development Department
Approved as to form: Assistant City Attorney	
STATE OF MISSOURI) SS	
COUNTY OF Jackson)	
BE IT REMEMBERED that on this 3 day of undersigned, a notary public in and for the control of the property of the laws Development Department, of Kansas City, Missouri, a control of the laws Kansas City, Missouri, who are personally known to me to officials, the within instrument on behalf of Kansas Citacknowledge the execution of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the same to be the act and determined to the control of the	ounty and state aforesaid, came, Director of City Planning & rporation duly organized, incorporated of the State of Missouri, and
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 - Notary Seat Jackson County - State of Missouri Commission Number 20379718 My Commission Expires Jan 26, 2024 Notary Public	Steven Rices.
My Commission Expires: January 26, 20	24

OWNER

GH14, LLC 3630 Briarcliff Rd Kansas City, MO 64116

Fax: 816-817-1009 Phone: (816) 728-0940

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

By: Shane Danner

Title: Manager

Date: 12-2-22

Check one: () Sole Proprietor

() Partnership() Corporation(X) Limited Liability

Company (LLC)

(Attach corporate seal if applicable)

STATE OF MISSOUR) SS COUNTY OF Platte)

BE IT REMEMBERED, that on the day of <u>December</u>, 2023before me, the undersigned notary public in and for the county and state aforesaid, came Shane Danner to me personally known, who being by me duly sworn did say that he is the member of GH14, LLC, and that said instrument was signed on behalf of said Company by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said Company.

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: Movember 8, 2023



AARON TRUAX My Commission Expires November 8, 2023 Platte County Commission #15827411

Book 1387 Page 934

OWNER OF GREEN HILLS PLAZA TRACT A of A FINAL PLAT OF GREEN HILLS PLAZA- REPLAT OF LOT 1

GH14, LLC 3630 Briarcliff Rd Kansas City, MO 64116

Fax: 816-817-1009 Phone: (816) 728-0940

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

By: Shane Danner

Title: Manager

Date: 12-2-22

Check one: **Sole Proprietor** () () Partnership

> Corporation () (X) Limited Liability

Company (LLC)

(Attach corporate seal if applicable)

STATE OF MISSIBLIN COUNTY OF PLAT

BE IT REMEMBERED, that on the day of 1 me, the undersigned notary public in and for the county and state aforesaid, came Shane Danner to me personally known, who being by me duly sworn did say that he is the member of GH14, LLC, and that said instrument was signed on behalf of said Company by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires: November 8, 2023



AARON TRUAX My Commission Expires November 8, 2023 Platte County Commission #15627411

Exhibit A A Final Plat of Green Hills Plaza FOURTH PLAT Legal Description

PROPERTY DESCRIPTION:

A tract of land being part of the Southeast Quarter, Section 8, Township 51 North, Range 33 West, in Kansas City, Platte County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of said Southeast Quarter; Thence South 88'41'47" East, along the North line of said Southeast Quarter, 75.61 feet; Thence South 01'18'13" West, 40.00 feet, to South Right of Way line of Northwest Barry Road, as now established, said point also being the Point of Beginning; Thence South 88'41'47" East, along said South Right of Way line, 378.80 feet, to the Northwest corner of, GREEN HILLS PLAZA SECOND PLAT, a subdivision in said Kansas City, Platte County, Missouri; Thence South 01'18'13" West, along the West line of said GREEN HILLS PLAZA SECOND PLAT, 269.00 feet, to the North line of Lot 1, GREEN HILLS PLAZA REPLAT OF LOT 1, a subdivision in said Kansas City, Platte County, Missouri; Thence North 88'41'47" West, along said North line, 65.90 feet, to the East line of Tract A, GREEN HILLS PLAZA REPLAT OF LOT 1, a subdivision in said Kansas City, Missouri; Thence North 01'18'13" East, along said East line, 14.08 feet, to the Northeast corner of said Tract A; Thence along said North line the following three courses; Thence North 88'41'47" West, 161.00 feet; Thence South 01'18'13" West, 59.00 feet; Then North 88'41'47" West, 172.12 feet, to the East Right of Way line of North Green Hills Road, as now established; Thence North 00'25'51" East, along said East Right of Way line, 292.09 feet; Thence North 49'44'24" East, continuing along said East Right of Way line, 32.97 feet, to the Point of Beginning. Contains 113,280 square feet or 2.50 acres, more or less.

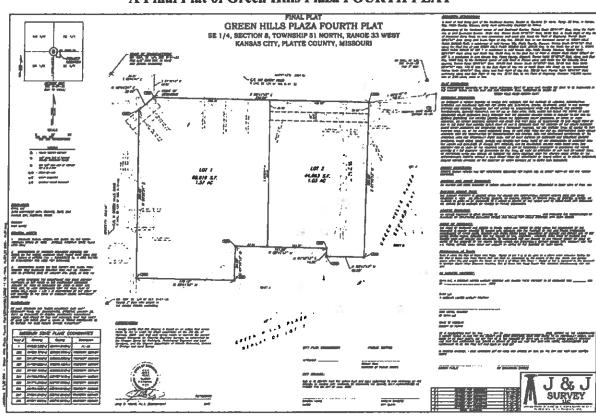


Exhibit B
A Final Plat of Green Hills Plaza FOURTH PLAT

Exhibit C Legal Description of Tract A of A FINAL PLAT OF GREEN HILLS PLAZA- REPLAT OF LOT 1

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGRES 25 MINUTES 61 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 407.97 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, NOW KNOWN AS GREEN HILLS ROAD, AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 25 MINUTES 61 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 54.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 58.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 181.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 181.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 113.00 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 113.00 FEET; THENCE NORTH 86 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 142.30 FEET TO THE EASTERLY RIGHT OF WAY LINE OF A PUBLIC ROAD, NOW NOWN AS GREEN HILLS ROAD, AND THE POINT OF BEGINNING.

THE ABOVE CONTAINS 28,005 SQUARE FEET OR 0.64 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY OR ALL, RIGHTS OF WAY, EASEMENTS OR ENCUMBRANCES, IF ANY.

Exhibit D A FINAL PLAT OF GREEN HILLS PLAZA- REPLAT OF LOT 1

