



Recording Date/Time: 12/07/2023 at 12:00:26 PM

Book: 9665 Page: 66

Instr #: 2023029228

Pages: 3

Fee: \$27.00 E 20230026173

SCHLAGEL & ASSOCIATES

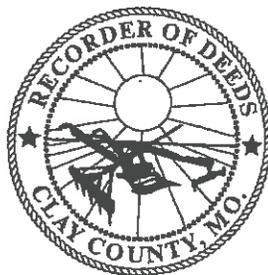


Sandra Brock
Recorder of Deeds

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

ORDINANCE NO. 210186

Approving the plat of Holly Farms – Second Plat, an addition in Clay County, Missouri, on approximately 9.77 acres generally located at N.W. 106th Street and N. Jefferson Street, creating 26 lots and 2 tracts for the purpose of constructing single family homes; accepting various easements; establishing grades on public ways; 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-2020-00002)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Holly Farms – Second 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.

ORDINANCE NO. 210186

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant To Maintain Storm Water Detention Facilities Agreement (offsite in Holly Farms First Plat TRACTS D&E), 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 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 Clay County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on April 7, 2020.

Approved as to form and legality:

Eluard Alegre
Assistant City Attorney



Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

MAR 18 2021

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, December 4, 2023



Recording Date/Time: 12/07/2023 at 12:00:26 PM

Book: 9665 Page: 67

Instr #: 2023029230

Pages: 13

Fee: \$82.00 N 20230026173

SCHLAGEL & ASSOCIATES

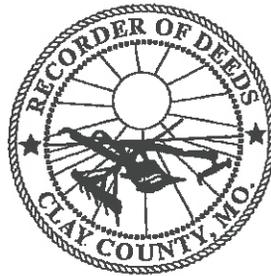


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
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

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF HOLLY FARMS 2ND PLAT**

THIS COVENANT made and entered into this 21 day of November, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, and HOLLY FARMS HOMES ASSOCIATION, INC., a Missouri corporation (**Owners**).

WHEREAS, OWNERS have an interest in certain real estate generally located at the NW Shoal Creek Parkway and N Holly Street in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owners intend to cause the Property to be platted as Plat HOLLY FARMS – 2ND PLAT (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owners intend to subdivide the Property and create pursuant to the Plat Lots of 75 through 100 inclusive and Tracts of G, H, I and J as shown on Exhibit "C" attached hereto.

WHEREAS, the improvement proposed by Owners 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 Tracts D and E of HOLLY FARMS – 1ST PLAT, owned by Holly Farms Homes Association, Inc., and Tract G of HOLLY FARMS – 2ND PLAT, as shown on Exhibits "B", "C" and "D" attached hereto and described on Exhibit "D" attached hereto, 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 Owners 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 property operation, preservation, and maintenance of The Facilities are necessary to serve the development;

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

Sec. 1. Owners at their sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT.
- b. Maintain the pipes, structures, BMPs, grounds and appurtenances for The Facilities located on Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT.
- 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 D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No CLD-FnPlat-2020-00002.
- 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 D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owners fail 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 Owners, and/or the owner of Lots 75 through 100 inclusive served by The Facilities on Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT.
- b. Assess a lien on either the Owners and/or the owner of Lots 75 through 100 inclusive served by The Facilities on Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT.
- c. Maintain suit against Owners, and/or the owner of Lots 75 through 100 inclusive served by The Facilities on Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owners and/or the then-current owners of Lots 75 through 100 inclusive served by The Facilities on Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owners and/or the owner of Lots 75 through 100 inclusive served by The Facilities on Tracts D and E of HOLLY FARMS – 1ST PLAT and Tract G of HOLLY FARMS – 2ND PLAT 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". Owners shall remain liable under the terms of this Covenant unless and until Owners assign their 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:

CLAYTON PROPERTIES GROUP, INC.
a Tennessee Corporation
120 SE 30th Street
Lee's Summit, MO 64082
Brad Kempf
Telephone number: (816) 326-2909

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. Owners 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 Owners 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:


City Clerk

KANSAS CITY, MISSOURI


Director of City Planning &
Development

Approved as to form:

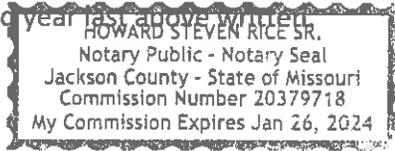

Assistant City Attorney

STATE OF MISSOURI)

COUNTY OF JACKSON)^{SS}

BE IT REMEMBERED that on this 21 day of November, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of Planning & 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 MONICA SANDS, 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.



Howard Steven Rice Sr.
Notary Public

My Commission Expires: January 26, 2024

OWNER

CLAYTON PROPERTIES GROUP, INC.
a Tennessee corporation
Lee's Summit, MO 64082
Phone: (816) 326-2909

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

By: Bradley Kempf
Title: ASST. SECRETARY
Date: 10/23/23

Check one:

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

Attach corporate seal if applicable

KANSAS
STATE OF ~~MISSOURI~~)

)SS

COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 23rd day of October, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came BRADLEY KEMPF, ASST. SECRETARY, of CLAYTON PROPERTIES GROUP, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Tennessee, who is personally known to me to be the same persons who executed, as official, the within instrument on behalf of CLAYTON PROPERTIES GROUP, INC., and such person duly acknowledge the execution of the same to be the 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.

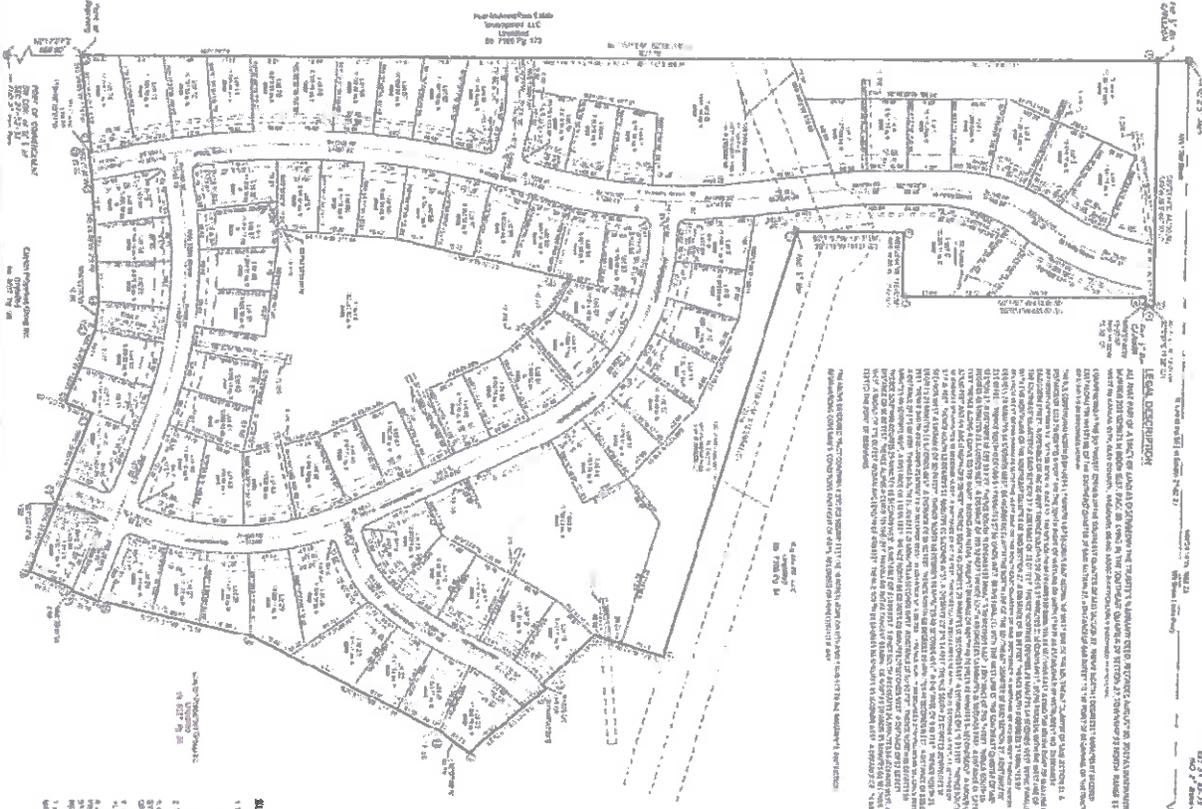
Michelle D. Ormeno
Notary Public

My Commission Expires: 11-23-2024

EXHIBIT "A"

All of Holly Farms – 2nd Plat, a subdivision in the City of Kansas City, Clay County, Missouri.

Web Copy



LEGAL DESCRIPTION

ALL THAT PART OF A TRACT OF LAND CONTAINED IN THE SEVENTH TOWNSHIP NORTH, THIRTY-THIRD RANGE WEST, SEVENTH MERIDIAN, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...

ADDITIONAL INFORMATION

THESE LOTS ARE BEING OFFERED FOR SALE BY THE SELLER AS SHOWN ON THIS PLAT. THE SELLER MAKES NO WARRANTY AS TO THE ACCURACY OF THE SURVEY OR THE TITLE TO THE LAND. ...

IN TESTIMONY WHEREOF

I, the undersigned, have caused this plat to be prepared and recorded in accordance with the laws of the State of Missouri. ...

NOTARY CERTIFICATION

I, the undersigned, a Notary Public in and for the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office on this day. ...

SURVEY AND PLAT NOTES:

1. See the General Land Office records for the original survey of this land.
2. The survey was made by the undersigned on this day.
3. The survey was made in accordance with the laws of the State of Missouri.
4. The survey was made in accordance with the laws of the State of Missouri.
5. The survey was made in accordance with the laws of the State of Missouri.

FINAL PLAT
Holly Farms - 1st Plat
Kansas City, Clay County, Missouri



LOCATION MAP
SECTION 27-33N-83W



LEGEND

Lot No.	Area (Acres)	Area (Sq. Ft.)
1	0.125	5,400
2	0.125	5,400
3	0.125	5,400
4	0.125	5,400
5	0.125	5,400
6	0.125	5,400
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99	0.125	5,400
100	0.125	5,400

Notary Public in and for the State of Missouri
My Comm. Expires: April 18, 2014



ENGINEERING SOLUTIONS
1150 N. ...
Kansas City, Missouri

REVISIONS

NO.	DATE	DESCRIPTION

Final Plat

SECTION	TOWNSHIP	RANGE	COUNTY	STATE
27	33N	83W	CLAY	MISSOURI

Prepared by: M. S. Porter, P.E.
Date: April 18, 2014

Final Plat
Holly Farms - 1st Plat
Section 27, Township 33 N, Range 83 West
Kansas City, Clay County, Missouri

Kathie Porter, Recorder of Deeds



EXHIBIT "D"

All of Tracts D and E as platted in Holly Farms – 1st Plat, a subdivision in the City of Kansas City, Clay County, Missouri.

AND

All of Tract G as platted in Holly Farms – 2nd Plat, a subdivision in the City of Kansas City, Clay County, Missouri.