Recorded in Clay County, Missouri

Recording Date/Time: 01/17/2024 at 03:20:57 PM

Book: 9681 Page: 41

Instr #: 2024001077

Pages: 3

ee: \$27.00 E

ROUSE FRETS WHITE GOSS GENTILE RHODES



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



Kansas City

414 E. 12th Street Kansas City, MO 64106

Legislation Text

File #: 230382

ORDINANCE NO. 230382

Approving the plat of Antioch Village, an addition in Clay County, Missouri, on approximately 26 acres generally located at the northwest corner of North Antioch Road and Northeast 53rd Street, creating 4 lots and 2 tracts for the purpose of a mixed use development; accepting and releasing 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-2023-00004)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Antioch Village, 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.

Section 4. 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 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 March 21, 2023.

Approved as to form:

This is to certify that General Taxes for 2023, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

Eluard Alegre

Associate City Attorney

City Treasurer, Kansas City, MO

Dated,

Authenticated as Passed

Quint Quint Quint (Nayor

Marilyn Sanders, City Clerk

MAY 1 1 2023

Date Passed



Recording Date/Time: 01/17/2024 at 03:20:57 PM

9681 Book:

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ROUSE FRETS WHITE GOSS GENTILE RHODES



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 PRIVATE STORM WATER SEWER FACILITIES PLAT OF ANTIOCH VILLAGE

THIS COVENANT is made and entered into this 9th day of December, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation ("City"), and Curry Investment Company, Missouri company, and its successors and assigns ("Owner").

WHEREAS, Owner has an interest in certain real estate generally located on the west side of N Antioch Road, south of Englewood Road in Kansas City, of 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 Antioch Village (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 Lot 1, Lot 2, Lot 3, Lot 4 and Tracts of Tract A, Tract B, and Tract C as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrants private storm water management, hereinafter referred to as (The Facilities); and

WHEREAS, The Facilities, located within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in conveying storm water runoff.

WHEREAS, the City and Owner agree that it is in the public interest to convey storm water for the benefit of the Property and surrounding areas; and

WHEREAS, these covenant provisions for the 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 within the Antioch Village Plat
- b. Maintain the pipes, structures, grounds, and appurtenances for The Facilities.
- c. Keep the pipes, structures, and appurtenances open and free of silt and debris.
- d. Keep the pipes, structures, and appurtenances in good working condition or replace same if necessary.
- e. 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 The Facilities within the Antioch Village Plat 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 The Facilities, and/or the owners of the Lots served by The Facilities within the Antioch Village Plat;
 - b. Assess a lien on either the Tracts or the Lots served by The Facilities within the Antioch Village Plat;
 - c. Maintain suit against Owner, and/or the owner of The Facilities, and/or the owners of the Lots served by The Facilities within the Antioch Village Plat for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner not less than thirty (30) days before it begins maintenance of The Facilities.

- Sec. 3. Owner shall not use, nor attempt to use, the Property in any manner which would interfere with the operation of the Facilities or interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which would interfere, or cause to interfere, with the maintenance and use thereof.
- **Sec. 4.** This covenant 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: Curry Investment Company 2700 NE Kendalwood Pkwy 208 Gladstone, Missouri 64119

- 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 Owner 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. Owner shall provide a copy of the recorded document containing the recording information to the City following its recording.
- **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.

[Signature Pages Follow]

ATTESTATION BY CITY CLERK: By: Director of City Planning and Development
Approved as to form: Assistant City Attorney
STATE OF MISSOURI) SS COUNTY OF Jalkson)
BE IT REMEMBERED that on this 7 day of 2004, before me, the undersigned, a notary public in and for the county and state aforesaid, came 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 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 - Notary Seal Jackson County - State of Missouri Commission Number 20379718 My Commission Expires Jan 26, 2024 Notary Public
My Commission Expires: \ \(\frac{1}{2} \lambda \) \(\frac{1}{2} \lambda \lambda \) \(\frac{1}{2} \lambda \) \(\frac{1}

OWNER

CURRY INVESTMENT COMPANY, a Missouri company Kansas City,

Missouri 64119

Lou Lipari Senior Vice President Office: (816)414-5200

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

Title: Senior Vice President

Date: 12

Check one:

() Sole Proprietor ()

Partnership

(x) Corporation

() Limited Liability Company LLC

Attached corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF CLAY)

BE IT REMEMBERED that on this 19th day of December, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came Lou Lipari, to me personally known, who being by me duly sworn did say that he is the President of Curry Investment Company, and that said instrument was signed on behalf of said company by authority of its member 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. Buyle Man Notary Public

My Commission Expires: April 23, 2025

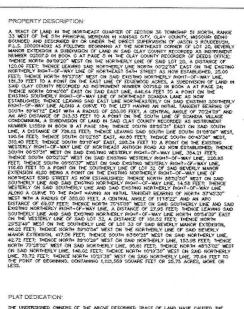
BRYNDEN MCCAN Notary Public, Notary Seal State of Missouri Clay County Commission # 13773707 My Commission Expires 04-23-2025

EXHIBIT "A"

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 36 TOWNSHIP 51 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, CLAY COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092 AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 20, BEVERLY MANOR EXTENSION A SUBDIVISION OF LAND IN SAID CLAY COUNTY RECORDED AS INSTRUMENT NUMBER 02507.D IN BOOK C AT PAGE 5 IN THE CLAY COUNTY RECORDER OF DEEDS OFFICE; THENCE NORTH 89°09'20" WEST ON THE NORTHERLY LINE OF SAID LOT 20, A DISTANCE OF 120.06 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 00°22'58" EAST ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHEAST 54TH STREET AS NOW ESTABLISHED, 25.00 FEET; THENCE NORTH 89°13'08" WEST ON SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, 181.39 FEET TO A POINT ON THE EAST LINE OF EDGEWOOD ACRES, A SUBDIVISION OF LAND IN SAID CLAY COUNTY RECORDED AS INSTRUMENT NUMBER 00718.D IN BOOK A AT PAGE 24; THENCE NORTH 00°42'00" EAST ON SAID EAST LINE, 646.64 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF NORTHEAST SCANDIA LANE AS NOW ESTABLISHED; THENCE LEAVING SAID EAST LINE NORTHEASTERLY ON SAID EXISTING SOUTHERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 89°41'12" EAST WITH A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 70°24'09" AND AN ARC DISTANCE OF 313.33 FEET TO A POINT ON THE SOUTH LINE OF SCANDIA VILLAGE CONDOMINIUM, A SUBDIVISION OF LAND IN SAID CLAY COUNTY RECORDED AS INSTRUMENT NUMBER L15519 IN BOOK B AT PAGE 184; THENCE SOUTH 88°55'31" EAST ON SAID SOUTH LINE, A DISTANCE OF 736.12 FEET; THENCE LEAVING SAID SOUTH LINE SOUTH 01°08'06" WEST, 190.54 FEET; THENCE SOUTH 01°02'55" EAST, 49.80 FEET; THENCE SOUTH 00°43'36" WEST, 310.40 FEET; THENCE SOUTH 89°10'49" EAST, 298.34 FEET TO A POINT ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTHEAST ANTIOCH ROAD AS NOW ESTABLISHED; THENCE SOUTH 00°57'31" WEST ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, 354.21 FEET; THENCE SOUTH 00°02'32" WEST ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, 220.93 FEET; THENCE SOUTH 00°50'37" WEST ON SAID EXISTING WESTERLY RIGHT-OF-WAY LINE, 116.60 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 32 OF SAID BEVERLY MANOR EXTENSION ALSO BEING A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHEAST 53RD STREET AS NOW ESTABLISHED; THENCE NORTH 88°52'50" WEST ON SAID SOUTHERLY LINE AND SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, 14.58 FEET; THENCE WESTERLY ON SAID SOUTHERLY LINE AND SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 87°45'30" WEST WITH A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 11°18'22" AND AN ARC DISTANCE OF 69.07 FEET; THENCE NORTH 75°15'08" WEST ON SAID SOUTHERLY LINE AND SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 27.95 FEET; THENCE LEAVING SAID SOUTHERLY LINE AND SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE NORTH 00°54'39" EAST ON THE WESTERLY LINE OF SAID LOT 32, A DISTANCE OF 101.52 FEET: THENCE NORTH 29°52'49" WEST ON THE SOUTHERLY LINE OF LOT 33 OF SAID BEVERLY MANOR EXTENSION, 46.22 FEET; THENCE NORTH 89°10'04" WEST ON THE NORTHERLY LINE OF SAID BEVERLY MANOR EXTENSION, 417.06 FEET; THENCE SOUTH 63°56'28" WEST ON SAID NORTHERLY LINE. 42.72 FEET; THENCE NORTH 89°10'26" WEST ON SAID NORTHERLY LINE, 153.98 FEET; THENCE NORTH 73°28'02" WEST ON SAID NORTHERLY LINE, 95.61 FEET; THENCE NORTH 48°13'02" WEST ON SAID NORTHERLY LINE, 146.02 FEET; THENCE NORTH 10°19'30" WEST ON SAID NORTHERLY LINE, 70.72 FEET; THENCE NORTH 10°21'38" WEST ON SAID NORTHERLY LINE, 75.64 FEET TO THE POINT OF BEGINNING. CONTAINING 1,121,559 SQUARE FEET OR 25.75 ACRES, MORE OR LESS.

Appendix "B"



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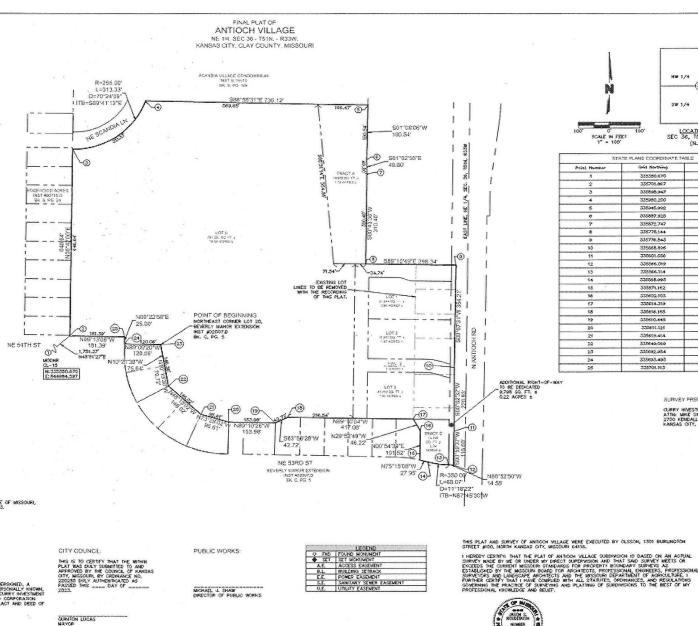
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CITY PLAN COMMISSION

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LOCATION MAP SEC 36, 151 M, R33 W (N.T.S.)

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