

Recorded in Clay County, Missouri



Recording Date/Time: 10/19/2023 at 03:25:18 PM

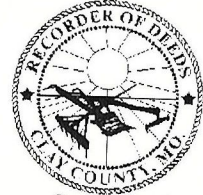
Book: 9644 Page: 73

Instr #: 2023025655

Pages: 3

Fee: \$27.00 E 20230022856

TWIN CREEKS PLAZA LLC

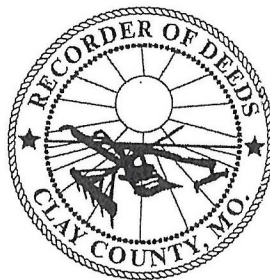


Sandra Brock
Recorder of Deeds

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



File #: 230679

ORDINANCE NO. 230679

Approving the plat of Twin Creeks Plaza, an addition in Clay County, Missouri, on approximately 17 acres generally located at the northeast corner of N. Platte Purchase Drive and Highway 152, creating four lots for the purpose of commercial development; 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-2023-00017)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Twin Creeks Plaza, 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.

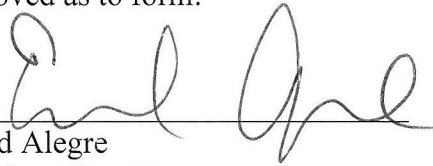
Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Planning and Development is hereby authorized to execute 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 Clay County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 18, 2023.

Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed



Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

AUG 24 2023

Date Passed

This is to certify that General Taxes for 20~~22~~ 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, October 19 20 23

Recorded in Clay County, Missouri



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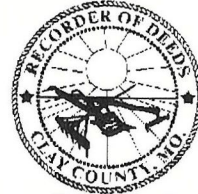
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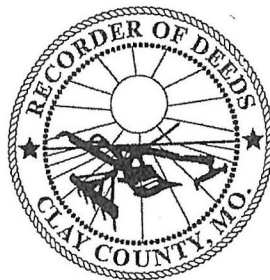
Sandra Brock
Recorder of Deeds

TWIN CREEKS PLAZA LLC

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 FACILITY AND BMPs
PLAT OF TWIN CREEKS PLAZA**

THIS COVENANT made and entered into this 19 day of October, 2023, by and between **Twin Creeks Plaza, LLC**, a Missouri limited liability company (**Developer**), **the City of Kansas City, Missouri**, a political subdivision of the state of Missouri (**City**), and the **Fountain Hills Homeowners Association, Inc.** (**Owner**).

WHEREAS, Developer has an interest in certain real estate in Kansas City, **Clay** Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Developer has caused the Property to be platted as Plat of **Twin Creeks Plaza**, in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Developer has subdivided the Property and create pursuant to the Plat, Lots 1, 2, 3 and 4 (**Lots**), as shown on Exhibit "B" attached hereto.

WHEREAS, the improvements proposed by Developer on the Property warrant storm water control to serve the Lots; and

WHEREAS, the storm water detention facilities to serve the Plat are located on Tract A of Fountain Hills – Second Plat, currently owned by Owner. Said storm water study accepted by the City contemplated the storm water control through the Pond legally described as "Tract A, Fountain Hills – Second Plat, a subdivision of land lying in Kansas City, Clay County, Missouri." Fountain Hills – Second Plat is shown on Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, the City and Developer 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 are contained in the Declaration of Covenants, Conditions and Restrictions for Fountain Hills and are necessary to serve the development. Said Fountain Hills Declaration was recorded on November 16, 2004, in Book 4823, Page 169 (**Declaration**); and

WHEREAS, the Developer of the Fountain Hills – Second Plat executed the Fountain Hills Declaration for the development and in this Fountain Hills Declaration agreed at its cost to:

- a. Be responsible for the maintenance and repair of storm sewers and appurtenant drainage facilities.
- b. Manage, control, operate, maintain, construct, reconstruct, and maintain Common areas.

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

Sec. 1. By execution of this Covenant, City may also (a) charge the costs for such maintenance against the owners of Lots 1, 2, 3 and 4 served by the Facility; (b) assess a lien on Lots 1, 2, 3 and 4, Twin Creeks Plaza; and (c) maintain suit against the Developer and/or owners of Lots 1, 2, 3 and 4, Twin Creeks Plaza served by the Facility on Tract A, Fountain Hills – Second Plat for the unpaid cost of such maintenance. Unless necessitated by a threat to life and/or safety, City shall notify the Developer and/or the then current owners of Lots 1, 2, 3 and 4, Twin Creeks Plaza not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 2. Developer shall not use nor attempt to use Tract A, Fountain Hills – Second Plat 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. 3. This Covenant shall run with the land legally described in Exhibit “A.” Developer shall remain liable under the terms of this Covenant unless and until Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 4. 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. 5. 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

Notice to Developer shall be addressed to:

Tiffany Creeks Plaza, LLC
c/o MD Management, Inc.
Attn: Gary Hayes
4600 College Blvd., Suite 102
Overland Park, KS 66211

With copies to:

Patricia R. Jensen, Esq.
Rouse Frets White Goss Gentile Rhodes P.C.
4510 Belleview; Suite 300
Kansas City, MO 64111
816-753-9201 (fax)

Sec. 6. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 7. 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. 8. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 9. 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 Developer, its successors, assigns and transferees.

Sec. 10. Developer 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 Developer or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facility.


Sec. 11. City is granted the right, but is not obligated to enter upon Tract A, Fountain Hills – Second Plat 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 the owner of Tract A, Fountain Hills – Second Plat and/or the owners of Lots 1, 2, 3 and 4, Twin Creeks Plaza;
- b. Assess a lien on either the Tract A, Fountain Hills – Second Plat or on the Lots 1, 2, 3 and 4, Twin Creeks Plaza;
- c. Maintain suit against Owner, and/or the owner of Tract A, Fountain Hills – Second Plat and/or the owners of Lots 1, 2, 3 and 4, Twin Creeks Plaza 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, Fountain Hills – Second Plat and Lots 1, 2, 3 and 4, Twin Creeks Plaza not less than thirty (30) days before it begins maintenance of the Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

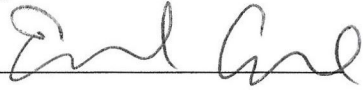


Marilyn Sanders, City Clerk

By: 

Jeffrey Williams,
Director of City Planning &
Development

Approved as to form:

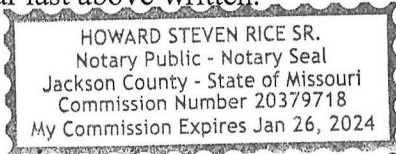


Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 17 day of October, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of the Department of City Planning and Development of the City 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 the City 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.





Notary Public

My Commission Expires: January 26, 2024

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this ___ day of October, 2023, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of the Department of City Planning and Development of the City 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 the City 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.

Notary Public

My Commission Expires: _____

DEVELOPER:

TWIN CREEKS PLAZA, LLC,
a Missouri limited liability company

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

By: Erika Feingold
Name: ERIKA FEINGOLD
Title: MANAGER

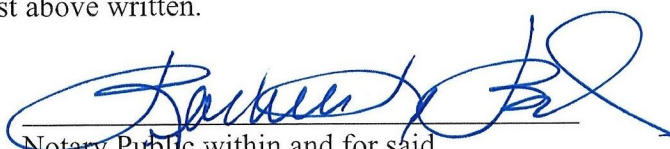
Date: 10/17/23

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

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 17 day of October, 2023, before me appeared Erka Fungold, to me personally know, who, being by me duly sworn, did say that he/she is the Manager of **Twin Creeks Plaza, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company, and he/she acknowledged said instrument to be the free act and deed of said limited liability company.

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



Notary Public within and for said
County and State

My term expires: 7/31/24



RACHELLE M. BIONDO
My Commission Expires
July 31, 2024
Jackson County
Commission #12499262

EXHIBIT "A"
Property Description

A TRACT OF LAND SITUATED IN THE WEST HALF OF FRACTIONAL SECTION 3, TOWNSHIP 51 NORTH, RANGE 33 WEST, IN THE CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 44 OF FOUNTAIN HILLS-SECOND PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI; THENCE, ALONG THE WESTERLY LINE OF FOUNTAIN HILLS-SECOND PLAT, AND ALONG THE WEST LINE OF FOUNTAIN HILLS FIFTH PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, CLAY COUNTY, MISSOURI, SOUTH 18°29'16" EAST, 1057.68 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 152, DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED FEBRUARY 24, 1977 IN BOOK 1246, PAGE 502; THENCE, ALONG THE NORTHERLY LINE OF SAID HIGHWAY 152, AND ALONG THE EASTERLY LINE OF BAUGHMAN ROAD AS DESCRIBED IN SAID BOOK 1246, PAGE 502, THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 64°06'51" WEST, 215.14 FEET; (2) SOUTH 76°12'10" WEST, 582.47 FEET; (3) NORTH 57°48'33" WEST, 111.65 FEET; (4) NORTH 02°32'28" WEST, 135.24 FEET; (5) NORTH 02°30'45" WEST, 120.77 FEET TO THE MOST SOUTHERLY CORNER OF THE PERMANENT ROAD RIGHT OF WAY DESCRIBED IN THE DOCUMENT RECORDED SEPTEMBER 8, 2021 IN BOOK 9168, PAGE 55; THENCE, ALONG THE EASTERLY LINE OF SAID PERMANENT ROAD RIGHT OF WAY DESCRIBED IN BOOK 9168, PAGE 55, THE FOLLOWING SIX (6) COURSES: (1) NORTH 00°59'10" EAST, 230.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER BEARS NORTH 88°54'26" WEST, 56.00 FEET; (2) NORTHERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 56.00 FEET, THROUGH A CENTRAL ANGLE OF 03°32'25", AN ARC DISTANCE OF 3.46 FEET; (3) NORTH 02°26'51" WEST, 59.93 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; (4) NORTHERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 44.00 FEET, THROUGH A CENTRAL ANGLE OF 02°13'52", AN ARC DISTANCE OF 1.71 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT; (5) NORTHERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 802.00 FEET, THROUGH A CENTRAL ANGLE OF 17°26'55", AN ARC DISTANCE OF 244.24 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT; (6) NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 22°57'00", AN ARC DISTANCE OF 24.03 FEET TO THE MOST NORTHERLY CORNER OF SAID PERMANENT ROAD RIGHT OF WAY DESCRIBED IN BOOK 9168, PAGE 55, SAID POINT ALSO LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FOUNTAIN HILLS DRIVE AS SHOWN ON FOUNTAIN HILLS-FIRST PLAT, A SUBDIVISION IN THE CITY OF KANSAS CITY, CLAY AND PLATTE COUNTIES, MISSOURI, SAID POINT ALSO BEING THE BEGINNING OF A TANGENT COMPOUND CURVE TO THE RIGHT; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF FOUNTAIN HILLS DRIVE, THE FOLLOWING FIVE (5) COURSES: (1) NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 86.00 FEET, THROUGH A CENTRAL ANGLE OF 16°09'33", AN ARC DISTANCE OF 24.25 FEET TO THE

{31145 / 71783; 1003699. }

BEGINNING OF A TANGENT REVERSE CURVE TO THE LEFT; (2) NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 99.00 FEET, THROUGH A CENTRAL ANGLE OF 16°43'10", AN ARC DISTANCE OF 28.89 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE TO THE RIGHT; (3) NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 59°26'33", AN ARC DISTANCE OF 20.75 FEET; (4) NORTH 64°10'02" EAST, 455.89 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; (5) NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, HAVING A RADIUS OF 513.50 FEET, THROUGH A CENTRAL ANGLE OF 18°29'17", AN ARC DISTANCE OF 165.69 FEET TO THE POINT OF BEGINNING, PREPARED BY ANNE M. SMOKE, MISSOURI PLS 2016001010, ON MAY 25, 2023. CONTAINS APPROXIMATELY 17.07 ACRES.

To be platted as:

Lots 1 through 4, Twin Creeks Plaza, a subdivision in Kansas City, Clay County, Missouri.

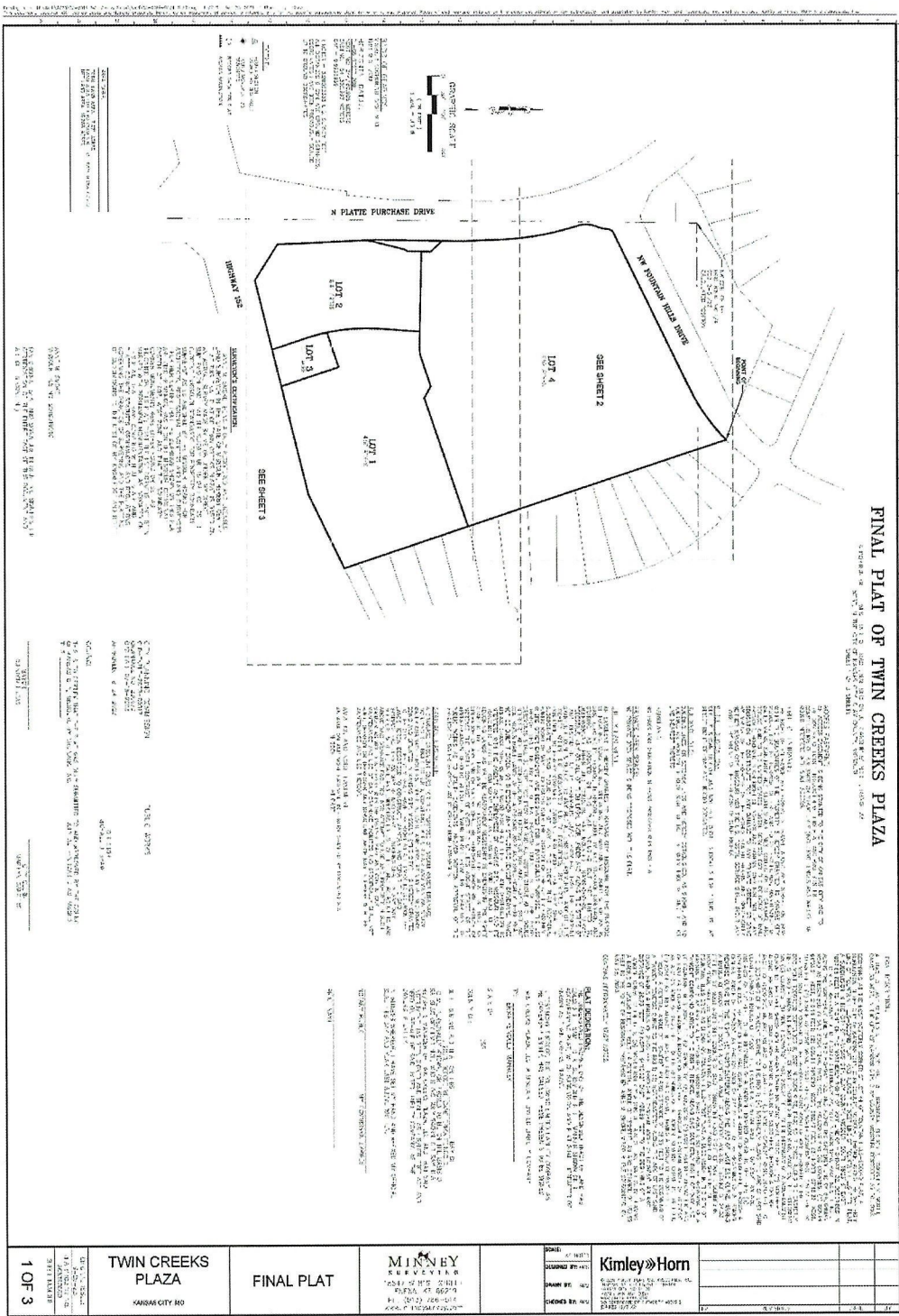
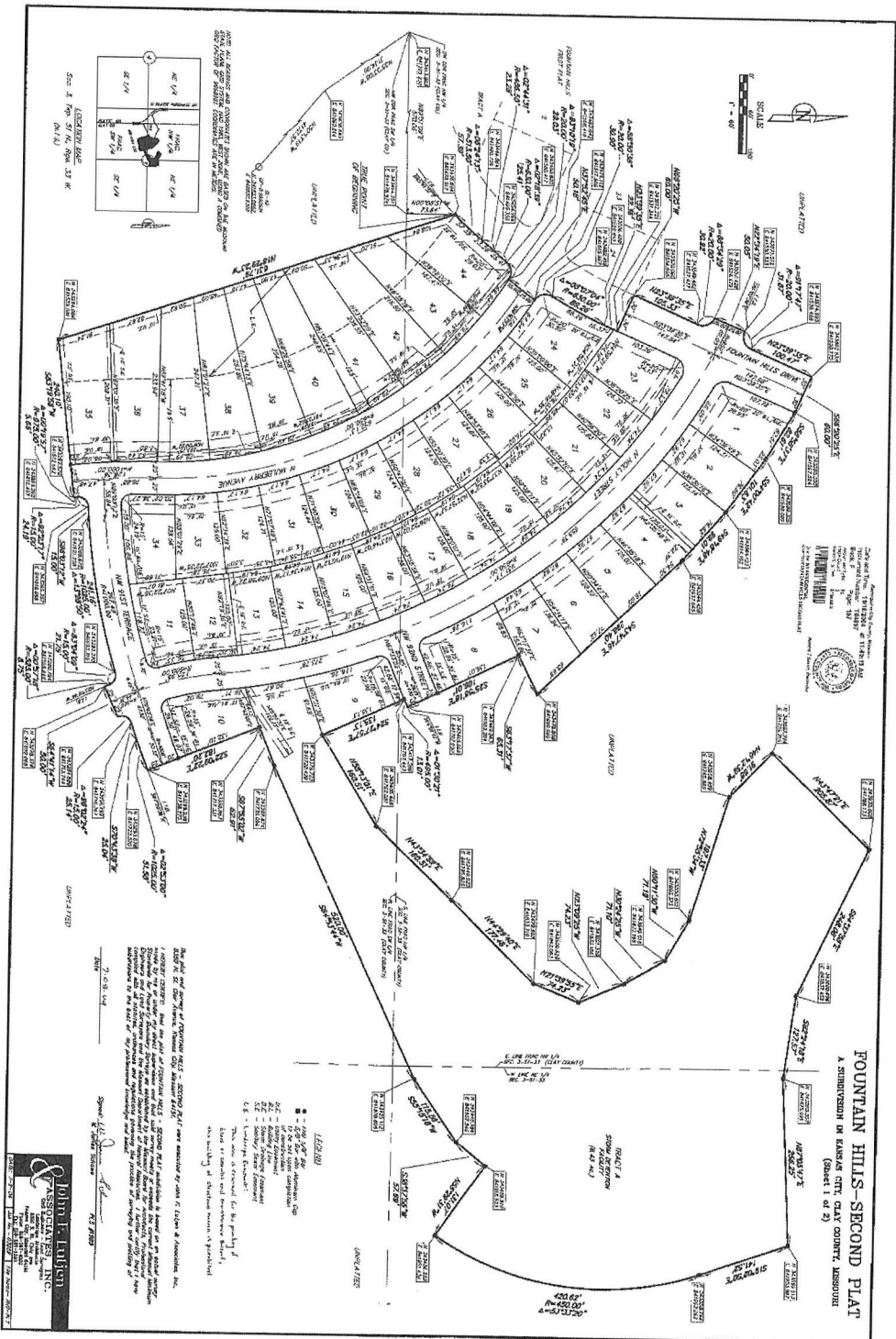


EXHIBIT "B"
Lots

	MINNIFY 2020 S. UNIVERSITY AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.4444 WWW.KIMLEY-HORN.COM	TWIN CREEKS PLAZA SANDUS CITY #0	FINAL PLAT	1 OF 3
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Web Copy



Keene Potter, Recorder of Deeds

EXHIBIT "C"
Fountain Hills - Second Plat

