



Recording Date/Time: 02/18/2020 at 02:16:46 PM

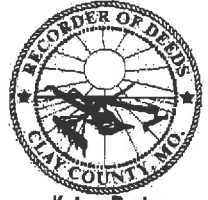
Instr #: 2020005115

Book: 8608 Page: 110

Type: ORD

Pages: 3

Fee: \$27.00 E 20200004670

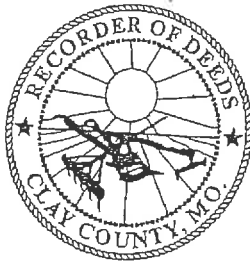


Katee Porter  
Recorder of Deeds

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.



Katee Porter  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068

ORDINANCE NO. 180501

Approving the plat of Woodland Creek Second Plat, an addition in Clay County, Missouri, on approximately 20.23 acres generally located west of N. Wayne Avenue and north of Interstate 435, creating 40 lots for the purpose of constructing residential homes and 5 tracts for the purpose of private open space; 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. (SD1209A)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Woodland Creek 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.

RL - Scott Laderoute  
Customer P/U

ORDINANCE NO. 180501

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater Detention 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 July 18, 2017.

Approved as to form and legality:

for *Erin Case*  
Katherine Chandler  
Associate City Attorney

This is to certify that General Taxes for 2019, 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 *Maria Smith*

Dated, February 11, 2020



Authenticated as Passed

*[Signature]*  
Shy James, Mayor

*[Signature]*  
Marilyn Sanders, City Clerk  
JUL 19 2018

\_\_\_\_\_  
Date Passed

Recorded in Clay County, Missouri



Recording Date/Time: 02/18/2020 at 02:16:46 PM

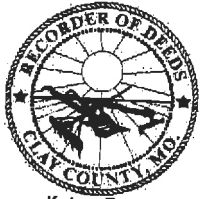
Instr #: 2020005117

Book: 8608 Page: 111

Type: PTREL

Pages: 2

Fee: \$49.00 N 20200004670

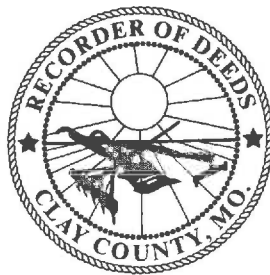


Katee Porter  
Recorder of Deeds

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.



Katee Porter  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

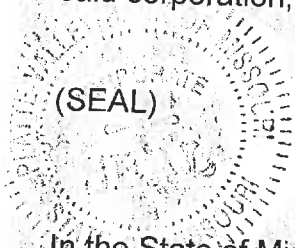
**DEED OF RELEASE**  
(PARTIAL – CORPORATION)

This Deed of Release Witnesseth, that **Platte Valley Bank of Missouri**, a corporation organized and existing under the laws of the State of Missouri, have/having its principal place of business in **Platte** County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by **Spyglass Development Company, L.L.C.**, dated and recorded in the office of the Recorder of Deeds for Clay County, Missouri, as Document No. **2017013058**, in Book **7948** at Page **139**, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of **Woodland Creek Second Plat**, a subdivision of land in Kansas City, **Clay** County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2020051176 Book I, Page 92.1

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.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 26TH day of June, 2018.



(SEAL)

By: Kelly Parkhurst  
Kelly Parkhurst, Executive  
Vice President

In the State of Missouri, County of Platte, on this 26th day of June, 2018, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is Executive Vice President of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Kelly Parkhurst acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



ASHLEY BURNETT  
My Commission Expires  
May 26, 2019  
Platte County  
Commission #15635711

Ashley Burnett  
Notary Public

My commission expires 05.26.2019



Recording Date/Time: 02/18/2020 at 02:16:46 PM

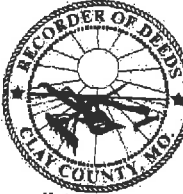
Instr #: 2020005120

Book: 8608 Page: 114

Type: REST

Pages: 9

Fee: \$48.00 S 20200004670



Katee Porter  
Recorder of Deeds

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES –  
TRACT A, PLAT OF WOODLAND CREEK SECOND PLAT**

**THIS COVENANT** made and entered into this 16 day of JANUARY, 2020, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Spyglass Development, L.L.C, a Missouri Limited Liability Company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 1641 NE 123<sup>rd</sup> Street 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 Woodland Creek Second 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 Lots of Woodland Creek Second Plat, Lots 77-116 and Tract(s) of A, B, C, D and E 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, The Facilities, located on Tract A within 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 and provide BMP(s) to treat the stormwater 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;

PLU

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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 in Tract A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located in Tract A.
- 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, in Tract A.
- f. Maintain the grades within Tract A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No ~~2017-066~~. 2017-035.
- 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 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 owner of Tract A and/or the owners of Woodland Creek Second Plat, Lots 77-116 on Exhibit B served by the Facility on Tract A.
- b. Assess a lien on either Tract A or on the Woodland Creek Second Plat, Lots 77-116 or both served by the Facility on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Woodland Creek Second Plat, Lots 77-116 served by the Facility on Tract A 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 and Woodland Creek Second Plat, Lots 77-116 not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner and/or the owner of Tract A 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:  
Spyglass Development, L.L.C.  
a Missouri Limited Liability Company  
6024 NW 169 Highway  
St. Joseph, Missouri 64505  
Scott Laderoute, Managing Member  
Phone: 816.387.4090  
Fax: 816.232.1333

**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.

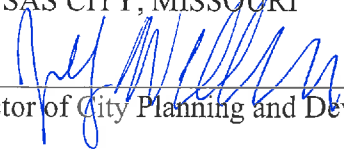
**Sec. 11.** Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.



ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

  
\_\_\_\_\_  
City Clerk

By:   
\_\_\_\_\_  
Director of City Planning and Development

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

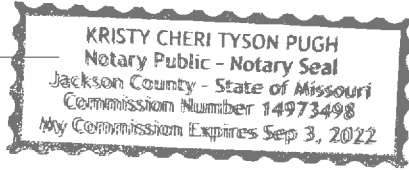
STATE OF MISSOURI        )  
  ) SS  
COUNTY OF Jackson    )

BE IT REMEMBERED that on this 16 day of January, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and 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 Mari Lynn Sanders, 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.

  
Notary Public

My Commission Expires Sept 3, 2022



OWNER  
 Spyglass Development, L.L.C  
 a Missouri Limited Liability Company  
 6024 NE 169 Highway  
 St. Joseph, Missouri 64505  
 Scott Laderoute, Managing Member  
 Phone: 816.387.4090  
 Fax: 816.232.1333

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

By: Scott Laderoute

Title: Member

Date: 12/11/19

Check one:

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

Attach corporate seal if applicable

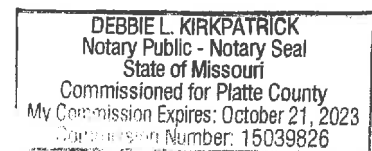
STATE OF Missouri )  
                                   ) SS  
 COUNTY OF Platte )

BE IT REMEMBERED, that on the 11th day of December, 2019,  
 before me, the undersigned notary public in and for the county and state aforesaid, came  
Scott Laderoute, to me personally known, who being by me duly sworn did  
 say that he/she/they is/are the Managing Member of Spyglass Development, L.L.C., and that said  
 instrument was signed on behalf of said LLC by authority of its LLC's, members and  
 acknowledged said instrument to be the free act and deed of said LLC.

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

Debbie L Kirkpatrick  
 Notary Public

My commission expires: 10-21-23



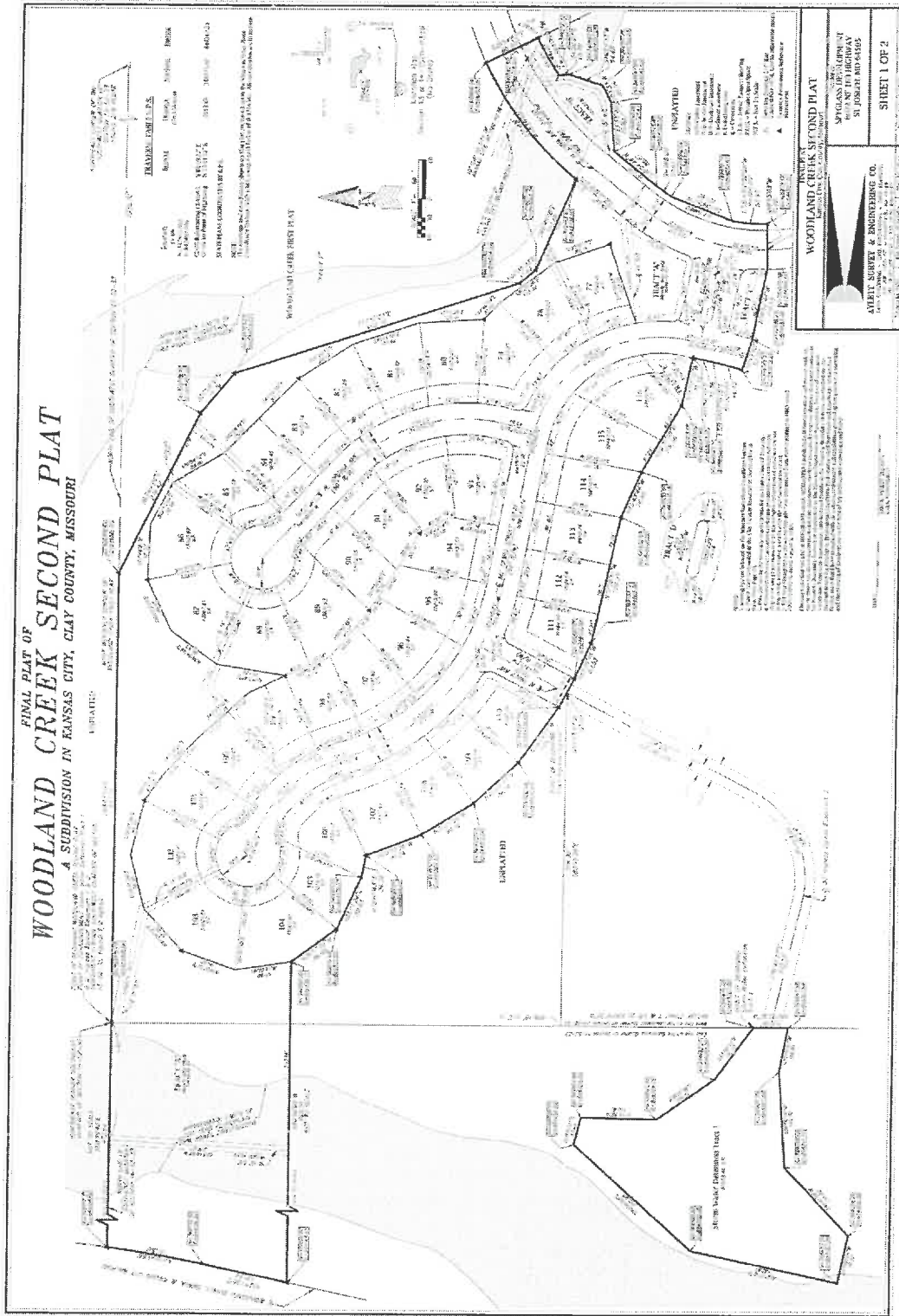
## EXHIBIT "A"

### DESCRIPTION:

All that part of the Southwest Quarter of Section 13, Township 52, Range 33 and all that part of Section 14, Township 52, Range 33, Kansas City, Clay County, Missouri, being described as follows; Beginning at the Northeast corner of the Southeast Quarter of said Section 14, also being the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 47 minutes 59 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 697.15 feet to the most Westerly corner of Tract F, of Woodland Creek First Plat, a subdivision of land in Kansas City, Clay County, Missouri; thence South 63 degrees 49 minutes 29 seconds East along the Southwesterly line of said Tract F, Woodland Creek First Plat, a distance of 276.42 feet; thence continuing along said line South 50 degrees 26 minutes 57 seconds East, a distance of 79.79 feet; thence continuing along said line South 17 degrees 52 minutes 37 seconds East, a distance of 462.30 feet; thence continuing along said line South 40 degrees 35 minutes 33 seconds East, a distance of 31.84 feet; thence continuing along said Line South 66 degrees 45 minutes 18 seconds East, a distance of 152.89 feet; thence Northeasterly along the Southerly line of said Tract F, along a curve to the Right, having an initial tangent bearing of North 39 degrees 01 minutes 23 seconds East, a radius of 530.00 feet, an arc distance of 231.82 feet; thence South 25 degrees 54 minutes 57 seconds East along the Westerly line of Tract "D" Woodland Creek First Plat and it's Northwesterly prolongation thereof , a distance of 88.99 feet; thence Southwesterly along a curve to the Left, having an initial tangent bearing of South 64 degrees 05 minutes 03 seconds West, a radius of 441.01 feet an arc distance of 66.95 feet; thence South 04 degrees 26 minutes 27 seconds East, a distance of 15.75 feet; thence South 18 degrees 03 minutes 33 seconds West, a distance of 54.48 feet; thence South 63 degrees 03 minutes 33 seconds West, a distance of 29.54 feet; thence South 85 degrees 33 minutes 33 seconds West, a distance of 75.82 feet; thence South 38 degrees 34 minutes 44 seconds West, a distance of 85.61 feet; thence Southwesterly along a curve to the Left, being tangent to the last described course, having a radius of 266.00 feet, an arc distance of 27.61 feet; thence South 21 degrees 34 minutes 57 seconds West, a distance of 101.95 feet; thence Southerly along a curve to the Left, having an initial tangent bearing of South 10 degrees 32 minutes 04 seconds West, a radius of 266.00 feet, an arc distance of 53.93 feet; thence South 88 degrees 55 minutes 03 seconds West, a distance of 70.00 feet; thence North 78 degrees 52 minutes 48 seconds West, a distance of 110.65 feet; thence North 72 degrees 43 minutes 48 seconds West, a distance of 50.00 feet; thence Northerly along a curve to the Left, having an initial tangent bearing of North 17 degrees 16 minutes 12 seconds East, a radius of 500.00 feet, an arc distance of 46.45 feet; thence North 11 degrees 56 minutes 50 seconds East, a distance of 32.38 feet; thence North 78 degrees 03 minutes 10 seconds West, a distance of 75.55 feet; thence North 59 degrees 37 minutes 00 seconds West, a distance of 119.56 feet; thence North 66 degrees 43

minutes 44 seconds West, a distance of 76.85 feet; thence North 77 degrees 26 minutes 51 seconds West, a distance of 199.27 feet; thence North 65 degrees 28 minutes 46 seconds West, a distance of 60.52 feet; thence North 62 degrees 23 minutes 47 seconds West, a distance of 50.00 feet; thence North 54 degrees 24 minutes 10 seconds West, a distance of 105.52 feet; thence North 42 degrees 29 minutes 37 seconds West, a distance of 94.14 feet; thence North 31 degrees 27 minutes 59 seconds West, a distance of 94.16 feet; thence North 20 degrees 55 minutes 56 seconds West, a distance of 91.24 feet; thence North 78 degrees 47 minutes 43 seconds West, a distance of 34.32 feet; thence North 65 degrees 11 minutes 24 seconds West, a distance of 88.63 feet; thence North 36 degrees 17 minutes 22 seconds West, a distance of 86.95 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 622.51 feet to the centerline of the abandoned Quincy, Omaha, and Kansas City Railroad; thence, North 12 degrees 11 minutes 36 seconds East, along said line, a distance of 131.64 feet; thence continuing along said line, Northeasterly along a curve to the Left, being tangent to the last described course, having a radius of 1909.86 feet, an arc distance of 151.58 feet to the North line of the Southeast Quarter of said Section 14; thence South 89 degrees 39 minutes 49 seconds East along said line, a distance of 472.64 feet, to the Point of Beginning. Said Tract contains 20.23 Acres, more or less.

Exhibit "B"







Recording Date/Time: 02/18/2020 at 02:16:46 PM

Instr #: 2020005119

Book: 8608 Page: 113

Type: REST

Pages: 10

Fee: \$51.00 S 20200004670



Katee Porter  
Recorder of Deeds

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES –  
TRACT 2, PLAT OF WOODLAND CREEK SECOND PLAT**

**THIS COVENANT** made and entered into this 16 day of JANUARY, 2020, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Spyglass Development, L.L.C, a Missouri Limited Liability Company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 1641 NE 123<sup>rd</sup> Street 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 Woodland Creek Second 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 Lots of Woodland Creek Second Plat, Lots 77-116 and Tract(s) of A, B, C, D and E 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, The Facilities, located on Tract 2 within the Plat, the land legally described in Exhibit "C", 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 and provide BMP(s) to treat the stormwater 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;

Plu

10

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 Tract 2.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances on Tract 2.
- 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 2.
- f. Maintain the grades on Tract 2 pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No ~~2017-066~~. 2017-035.
- 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 2 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 Tract 2 and/or the owners of Woodland Creek Second Plat, Lots 77-116 on Exhibit B served by the Facility on Tract 2.
- b. Assess a lien on either Tract 2 or on the Woodland Creek Second Plat, Lots 77-116 or both served by the Facility on Tract 2;
- c. Maintain suit against Owner, and/or the owner of Tract 2 and/or the owners of Woodland Creek Second Plat, Lots 77-116 served by the Facility on Tract 2 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 owner of Tract 2 and Woodland Creek Second Plat, Lots 77-116 not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner and/or owners of Tract 2 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:  
Spyglass Development, L.L.C.  
a Missouri Limited Liability Company  
6024 NE 169 Highway  
St. Joseph, Missouri 64505  
Scott Laderoute, Managing Member  
Phone: 816.387.4090  
Fax: 816.232.1333

**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.** 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.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

  
\_\_\_\_\_  
City Clerk

By:   
\_\_\_\_\_  
Director of City Planning and Development

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

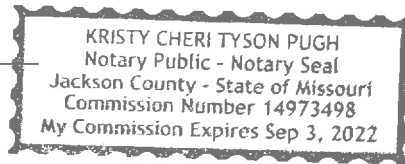
STATE OF MISSOURI            )  
  ) SS  
COUNTY OF Jackson        )

BE IT REMEMBERED that on this 16 day of January, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and 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 Marilyn Sanders, 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.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Sept 3, 2022



OWNER

Spyglass Development, L.L.C  
a Missouri Limited Liability Company  
6024 NE 169 Highway  
St. Joseph, Missouri 64505  
Scott Laderoute, Managing Member  
Phone: 816.387.4090  
Fax: 816.232.1333

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

By: Scott Laderoute

Title: Member

Date: 11/5/19

Check one:

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

Attach corporate seal if applicable

STATE OF MISSOURI )  
                                  ) ) SS  
COUNTY OF PLATTE )

BE IT REMEMBERED, that on the 5th day of NOVEMBER, 2019, before me, the undersigned notary public in and for the county and state aforesaid, came SCOTT LADEROUTE, to me personally known, who being by me duly sworn did say that he/she/they is/are the Managing Member of Spyglass Development, L.L.C., and that said instrument was signed on behalf of said LLC by authority of its LLC's, members and acknowledged said instrument to be the free act and deed of said LLC.

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

Dana Collins  
\_\_\_\_\_

Notary Public

My commission expires: 07/10/23

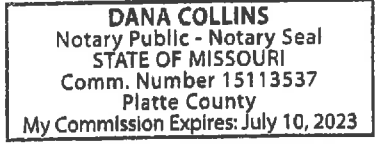


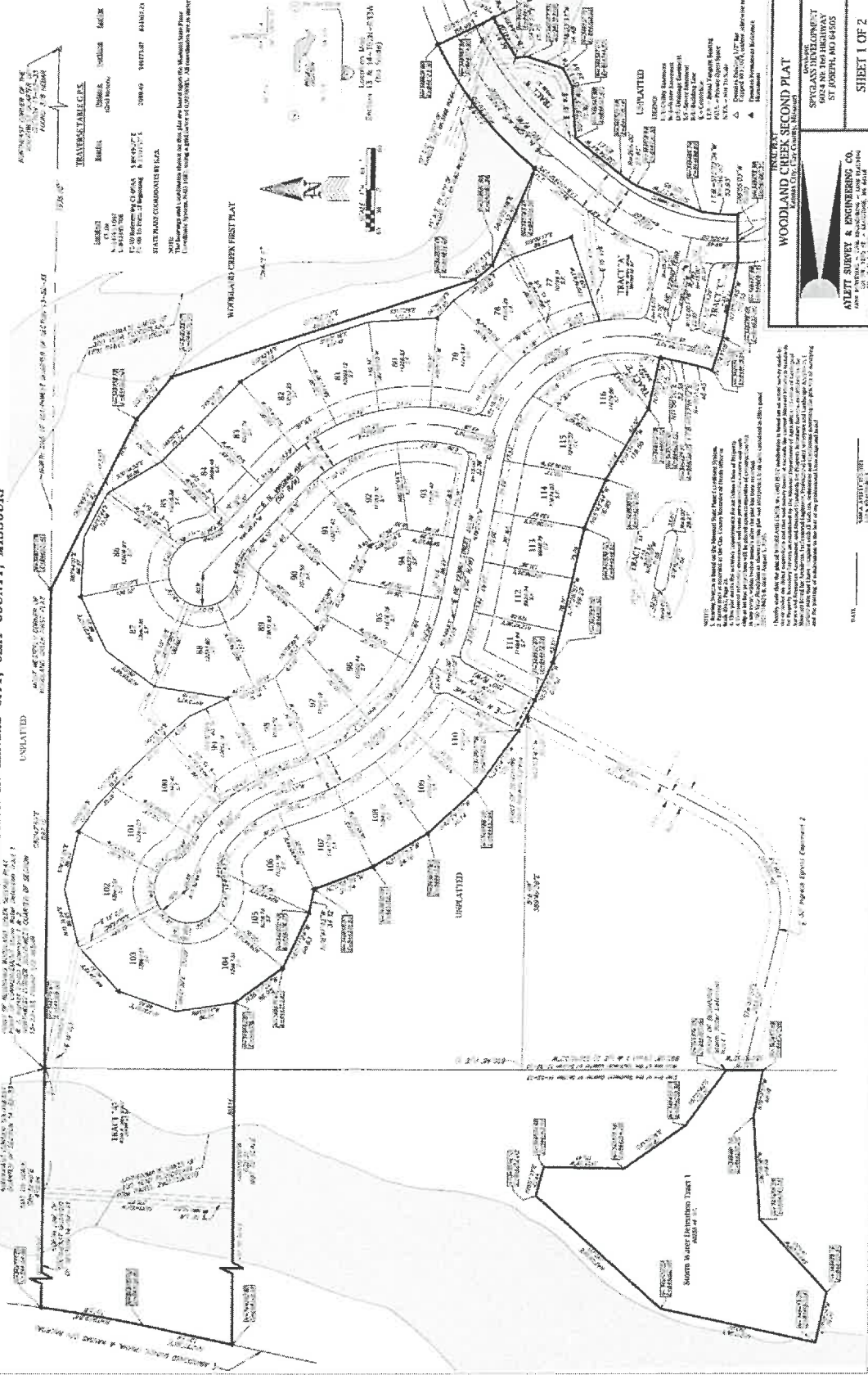
EXHIBIT "A"

DESCRIPTION:

All that part of the Southwest Quarter of Section 13, Township 52, Range 33 and all that part of Section 14, Township 52, Range 33, Kansas City, Clay County, Missouri, being described as follows; Beginning at the Northeast corner of the Southeast Quarter of said Section 14, also being the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 47 minutes 59 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 697.15 feet to the most Westerly corner of Tract F, of Woodland Creek First Plat, a subdivision of land in Kansas City, Clay County, Missouri; thence South 63 degrees 49 minutes 29 seconds East along the Southwesterly line of said Tract F, Woodland Creek First Plat, a distance of 276.42 feet; thence continuing along said line South 50 degrees 26 minutes 57 seconds East, a distance of 79.79 feet; thence continuing along said line South 17 degrees 52 minutes 37 seconds East, a distance of 462.30 feet; thence continuing along said line South 40 degrees 35 minutes 33 seconds East, a distance of 31.84 feet; thence continuing along said Line South 66 degrees 45 minutes 18 seconds East, a distance of 152.89 feet; thence Northeasterly along the Southerly line of said Tract F, along a curve to the Right, having an initial tangent bearing of North 39 degrees 01 minutes 23 seconds East, a radius of 530.00 feet, an arc distance of 231.82 feet; thence South 25 degrees 54 minutes 57 seconds East along the Westerly line of Tract "D" Woodland Creek First Plat and it's Northwesterly prolongation thereof , a distance of 88.99 feet; thence Southwesterly along a curve to the Left, having an initial tangent bearing of South 64 degrees 05 minutes 03 seconds West, a radius of 441.01 feet an arc distance of 66.95 feet; thence South 04 degrees 26 minutes 27 seconds East, a distance of 15.75 feet; thence South 18 degrees 03 minutes 33 seconds West, a distance of 54.48 feet; thence South 63 degrees 03 minutes 33 seconds West, a distance of 29.54 feet; thence South 85 degrees 33 minutes 33 seconds West, a distance of 75.82 feet; thence South 38 degrees 34 minutes 44 seconds West, a distance of 85.61 feet; thence Southwesterly along a curve to the Left, being tangent to the last described course, having a radius of 266.00 feet, an arc distance of 27.61 feet; thence South 21 degrees 34 minutes 57 seconds West, a distance of 101.95 feet; thence Southerly along a curve to the Left, having an initial tangent bearing of South 10 degrees 32 minutes 04 seconds West, a radius of 266.00 feet, an arc distance of 53.93 feet; thence South 88 degrees 55 minutes 03 seconds West, a distance of 70.00 feet; thence North 78 degrees 52 minutes 48 seconds West, a distance of 110.65 feet; thence North 72 degrees 43 minutes 48 seconds West, a distance of 50.00 feet; thence Northerly along a curve to the Left, having an initial tangent bearing of North 17 degrees 16 minutes 12 seconds East, a radius of 500.00 feet, an arc distance of 46.45 feet; thence North 11 degrees 56 minutes 50 seconds East, a distance of 32.38 feet; thence North 78 degrees 03 minutes 10 seconds West, a distance of 75.55 feet; thence North 59 degrees 37 minutes 00 seconds West, a distance of 119.56 feet; thence North 66 degrees 43

minutes 44 seconds West, a distance of 76.85 feet; thence North 77 degrees 26 minutes 51 seconds West, a distance of 199.27 feet; thence North 65 degrees 28 minutes 46 seconds West, a distance of 60.52 feet; thence North 62 degrees 23 minutes 47 seconds West, a distance of 50.00 feet; thence North 54 degrees 24 minutes 10 seconds West, a distance of 105.52 feet; thence North 42 degrees 29 minutes 37 seconds West, a distance of 94.14 feet; thence North 31 degrees 27 minutes 59 seconds West, a distance of 94.16 feet; thence North 20 degrees 55 minutes 56 seconds West, a distance of 91.24 feet; thence North 78 degrees 47 minutes 43 seconds West, a distance of 34.32 feet; thence North 65 degrees 11 minutes 24 seconds West, a distance of 88.63 feet; thence North 36 degrees 17 minutes 22 seconds West, a distance of 86.95 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 622.51 feet to the centerline of the abandoned Quincy, Omaha, and Kansas City Railroad; thence, North 12 degrees 11 minutes 36 seconds East, along said line, a distance of 131.64 feet; thence continuing along said line, Northeasterly along a curve to the Left, being tangent to the last described course, having a radius of 1909.86 feet, an arc distance of 151.58 feet to the North line of the Southeast Quarter of said Section 14; thence South 89 degrees 39 minutes 49 seconds East along said line, a distance of 472.64 feet, to the Point of Beginning. Said Tract contains 20.23 Acres, more or less.

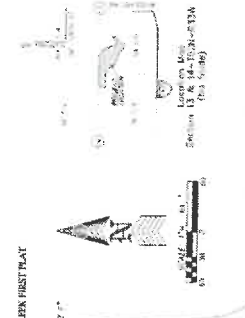
# FINAL PLAT OF WOODLAND CREEK SECOND PLAT A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI



APPROVED BY THE  
CLAY COUNTY BOARD OF COMMISSIONERS  
ON FEBRUARY 10, 2004  
PAGE 1 OF 2

**TRAVERSE TABLES**  
 BEARER: [Name]  
 COMMENCEMENT POINT: [Coordinates]  
 COURSE: [Bearing]  
 DISTANCE: [Feet]

**NOTES**  
 1. The bearings and distances shown on this plat are based upon the Woodland Creek Plat (Subdivision) recorded in Public Records, Volume 10, Page 104.  
 2. The bearings and distances shown on this plat are based upon the Woodland Creek Plat (Subdivision) recorded in Public Records, Volume 10, Page 104.  
 3. The bearings and distances shown on this plat are based upon the Woodland Creek Plat (Subdivision) recorded in Public Records, Volume 10, Page 104.



**UNPLATTED**  
 TRACT 1  
 TRACT 2  
 TRACT 3  
 TRACT 4  
 TRACT 5  
 TRACT 6  
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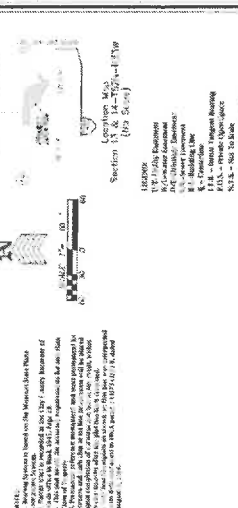
**WOODLAND CREEK SECOND PLAT**  
 A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI  
 PREPARED BY  
**ATLETT SURVEY & ENGINEERING CO.**  
 6604 NE 160 HIGHWAY  
 ST JOSEPH, MO 64505

**SHEET 1 OF 2**

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_

# FINAL PLAT OF WOODLAND CREEK SECOND PLAT A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI

THIS IS A SUBDIVISION OF THE LAND SHOWN ON THE PLAT OF WOODLAND CREEK SECOND PLAT, A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI, FILED FOR RECORD IN THE PUBLIC RECORDS OF CLAY COUNTY, MISSOURI, ON THE 15TH DAY OF AUGUST, 1927, AT 10:30 A.M.



Lot No.	Area (Acres)	Front Footage (Feet)	Side Footage (Feet)	Back Footage (Feet)	Depth (Feet)
1	0.125	40	100	100	100
2	0.125	40	100	100	100
3	0.125	40	100	100	100
4	0.125	40	100	100	100
5	0.125	40	100	100	100
6	0.125	40	100	100	100
7	0.125	40	100	100	100
8	0.125	40	100	100	100
9	0.125	40	100	100	100
10	0.125	40	100	100	100
11	0.125	40	100	100	100
12	0.125	40	100	100	100
13	0.125	40	100	100	100
14	0.125	40	100	100	100
15	0.125	40	100	100	100
16	0.125	40	100	100	100
17	0.125	40	100	100	100
18	0.125	40	100	100	100
19	0.125	40	100	100	100
20	0.125	40	100	100	100
21	0.125	40	100	100	100
22	0.125	40	100	100	100
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26	0.125	40	100	100	100
27	0.125	40	100	100	100
28	0.125	40	100	100	100
29	0.125	40	100	100	100
30	0.125	40	100	100	100
31	0.125	40	100	100	100
32	0.125	40	100	100	100
33	0.125	40	100	100	100
34	0.125	40	100	100	100
35	0.125	40	100	100	100
36	0.125	40	100	100	100
37	0.125	40	100	100	100
38	0.125	40	100	100	100
39	0.125	40	100	100	100
40	0.125	40	100	100	100

**ARTICLE I.** The purpose of this plat is to divide the land shown on the plat into lots for the purpose of sale, lease, or otherwise, and to show the location of the lots and the boundaries of the lots. The lots are shown on the plat and are numbered as follows: Lots 1 through 40.

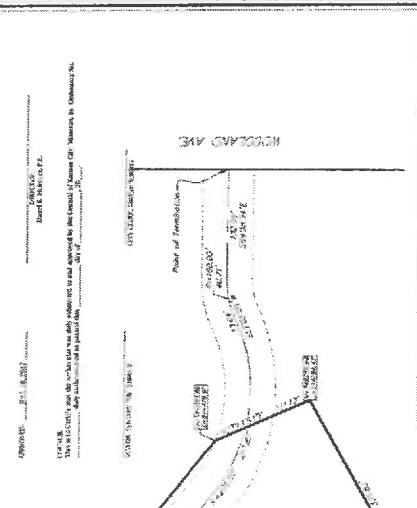
**ARTICLE II.** The plat is subject to the following conditions: 1. The plat is subject to the existing laws of Missouri and the laws of the State of Missouri relating to the subdivision of land. 2. The plat is subject to the existing laws of the City of Kansas City and the laws of the State of Missouri relating to the subdivision of land. 3. The plat is subject to the existing laws of the State of Missouri relating to the subdivision of land.

**ARTICLE III.** The plat is subject to the following conditions: 1. The plat is subject to the existing laws of Missouri and the laws of the State of Missouri relating to the subdivision of land. 2. The plat is subject to the existing laws of the City of Kansas City and the laws of the State of Missouri relating to the subdivision of land. 3. The plat is subject to the existing laws of the State of Missouri relating to the subdivision of land.



**ARTICLE IV.** The plat is subject to the following conditions: 1. The plat is subject to the existing laws of Missouri and the laws of the State of Missouri relating to the subdivision of land. 2. The plat is subject to the existing laws of the City of Kansas City and the laws of the State of Missouri relating to the subdivision of land. 3. The plat is subject to the existing laws of the State of Missouri relating to the subdivision of land.

**ARTICLE V.** The plat is subject to the following conditions: 1. The plat is subject to the existing laws of Missouri and the laws of the State of Missouri relating to the subdivision of land. 2. The plat is subject to the existing laws of the City of Kansas City and the laws of the State of Missouri relating to the subdivision of land. 3. The plat is subject to the existing laws of the State of Missouri relating to the subdivision of land.



**ARTICLE VI.** The plat is subject to the following conditions: 1. The plat is subject to the existing laws of Missouri and the laws of the State of Missouri relating to the subdivision of land. 2. The plat is subject to the existing laws of the City of Kansas City and the laws of the State of Missouri relating to the subdivision of land. 3. The plat is subject to the existing laws of the State of Missouri relating to the subdivision of land.

**ARTICLE VII.** The plat is subject to the following conditions: 1. The plat is subject to the existing laws of Missouri and the laws of the State of Missouri relating to the subdivision of land. 2. The plat is subject to the existing laws of the City of Kansas City and the laws of the State of Missouri relating to the subdivision of land. 3. The plat is subject to the existing laws of the State of Missouri relating to the subdivision of land.

**WOODLAND CREEK SECOND PLAT**  
A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI

**AVILET SURVEY & ENGINEERING CO.**  
1001 N. W. 10th St., Kansas City, Mo. 64116  
Tel. 524-1212

**SPECIAL INSURANCE**  
ST. JOSEPH, MO. 64508

**SHEET 1 OF 2**

**ARTICLE VIII.** The plat is subject to the following conditions: 1. The plat is subject to the existing laws of Missouri and the laws of the State of Missouri relating to the subdivision of land. 2. The plat is subject to the existing laws of the City of Kansas City and the laws of the State of Missouri relating to the subdivision of land. 3. The plat is subject to the existing laws of the State of Missouri relating to the subdivision of land.

Exhibit "B"

EXHIBIT "C"

PROPERTY DESCRIPTION- TRACT 2

All that part of the Southwest Quarter of Section 13, Township 52, Range 33, Kansas City, Clay County, Missouri; Commencing at the Northwest corner of the Southwest Quarter of said Section 13; thence South 00 degrees 10 minutes 32 seconds West along the West line of the Southwest Quarter of said Section 13, a distance of 1305.51 feet; thence South 89 degrees 49 minutes 28 seconds East, a distance of 1857.93 feet, to the Point of Beginning of the Tract of land herein to be described; thence South 50 degrees 33 minutes 03 seconds East, a distance of 450.00 feet; thence South 23 degrees 13 minutes 53 seconds East, a distance of 121.22 feet; thence South 60 degrees 25 minutes 20 seconds West, a distance of 335.82 feet; thence North 74 degrees 44 minutes 43 seconds West, a distance of 247.69 feet; thence North 15 degrees 15 minutes 17 seconds East, a distance of 516.00 feet, to the Point of Beginning.





Recording Date/Time: 02/18/2020 at 02:16:46 PM

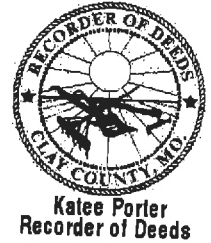
Instr #: 2020005118

Book: 8608 Page: 112

Type: REST

Pages: 11

Fee: \$54.00 S 20200004670



**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES – TRACT 1, PLAT OF WOODLAND CREEK SECOND PLAT**

THIS COVENANT made and entered into this <sup>th</sup> 16 day of January, 2020, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Spyglass Development, L.L.C, a Missouri Limited Liability Company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 1641 NE 123<sup>rd</sup> Street 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 Woodland Creek Second 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 Lots of Woodland Creek Second Plat, Lots 77-116 and Tract(s) of A, B, C, D and E 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, The Facilities, located on Tract 1 within the plat, the land legally described in Exhibit "C", 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 and provide BMP(s) to treat the stormwater 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;

Plu

(11)

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 in Tract 1.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located in Tract 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, in Tract 1.
- f. Maintain the grades within Tract 1 pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No ~~2017-066~~. 2017-035.
- 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 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, repair, or replacement against Owner, and/or owner of Tract 1 and/or the owners of Woodland Creek Second Plat, Lots 77-116 on Exhibit B served by the Facility on Tract 1.
- b. Assess a lien on either Tract 1 or on the Woodland Creek Second Plat, Lots 77-116 or both served by the Facility on Tract 1;
- c. Maintain suit against Owner, and/or the Owner of Tract 1 and/or the owners of Woodland Creek Second Plat, Lots 7-116 served by the Facility on Tract 1 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 1 and Woodland Creek Second Plat, Lots 77-116 not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner and/or the owner of Tract 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  
City Hall, 414 East 12th Street  
Kansas City, Missouri 64106  
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:  
Spyglass Development, L.L.C.  
a Missouri Limited Liability Company  
6024 NW 169 Highway  
St. Joseph, Missouri 64505  
Scott Laderoute, Managing Member  
Phone: 816.387.4090  
Fax: 816.232.1333

**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.** 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.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: [Signature]  
Director of City Planning and Development

Approved as to form:

[Signature]  
Assistant City Attorney

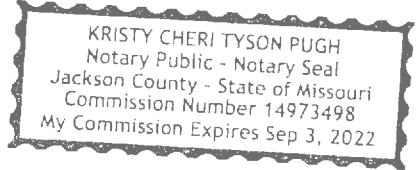
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF Jackson     )

BE IT REMEMBERED that on this 16 day of January, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came [Signature], Director of City Planning and 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 [Signature], 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.

[Signature]  
Notary Public

My Commission Expires: Sept 3, 2022



OWNER  
Spyglass Development, L.L.C  
a Missouri Limited Liability Company  
6024 NE Highway 169 N  
St. Joseph, Missouri 64505  
Scott Laderoute, Managing Member  
Phone: 816.387.4090  
Fax: 816.232.1333

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

By: Scott Laderoute

Title: Member

Date: 11/5/19

Check one:

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

Attach corporate seal if applicable

STATE OF MISSOURI )  
COUNTY OF PLATTE ) SS

BE IT REMEMBERED, that on the 5<sup>th</sup> day of NOVEMBER, 2019, before me, the undersigned notary public in and for the county and state aforesaid, came SCOTT LADEROUTE, to me personally known, who being by me duly sworn did say that he/she/they is/are the Managing Member of Spyglass Development, L.L.C., and that said instrument was signed on behalf of said LLC by authority of its LLC's, members and acknowledged said instrument to be the free act and deed of said LLC.

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

Dana Collins  
Notary Public

My commission expires: 07/10/23

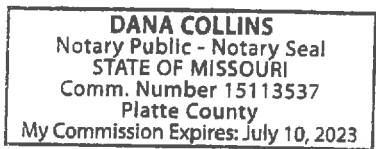


EXHIBIT "A"

DESCRIPTION:

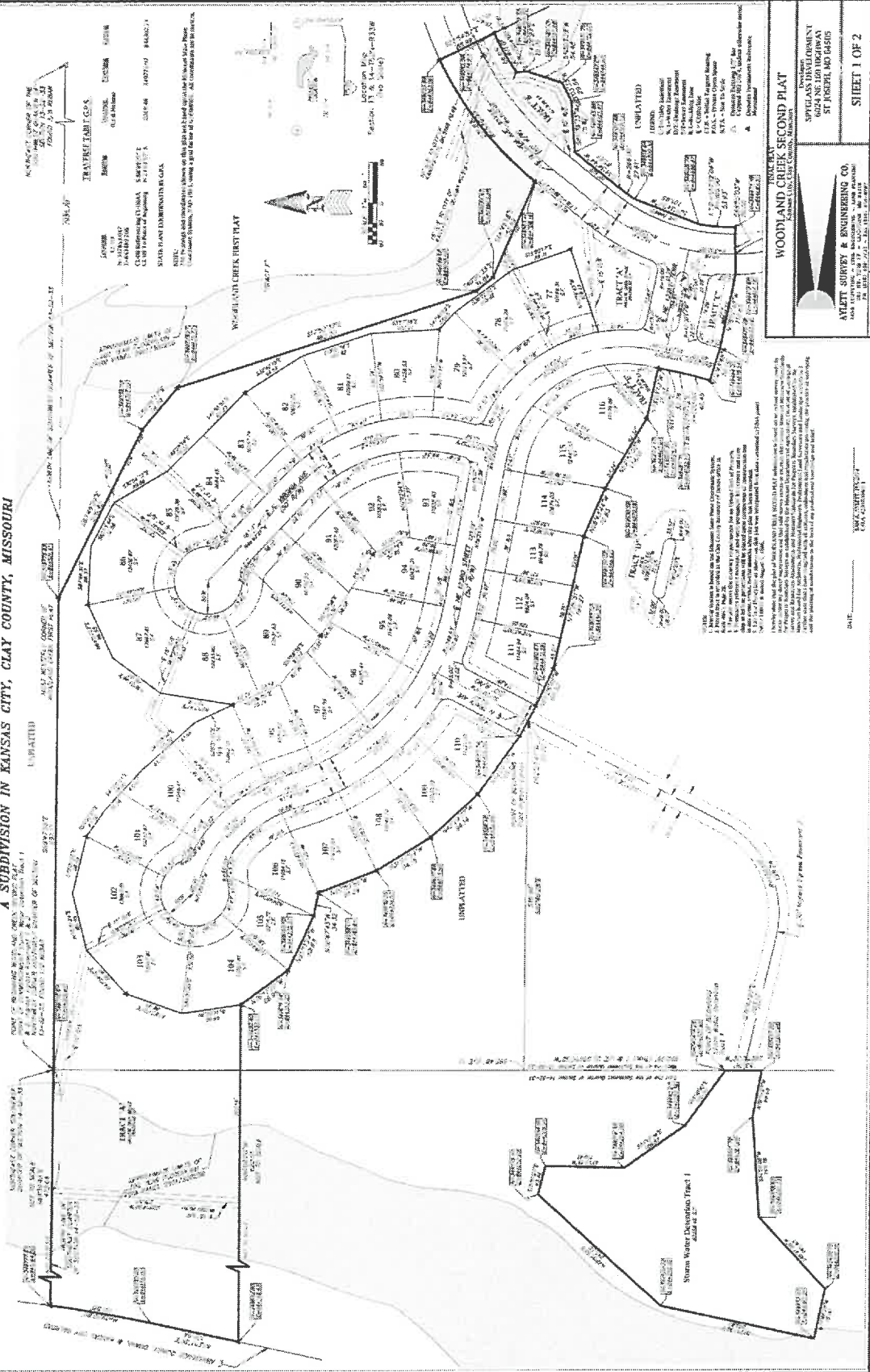
All that part of the Southwest Quarter of Section 13, Township 52, Range 33 and all that part of Section 14, Township 52, Range 33, Kansas City, Clay County, Missouri, being described as follows; Beginning at the Northeast corner of the Southeast Quarter of said Section 14, also being the Northwest corner of the Southwest Quarter of said Section 13; thence South 89 degrees 47 minutes 59 seconds East along the North line of the Southwest Quarter of said Section 13, a distance of 697.15 feet to the most Westerly corner of Tract F, of Woodland Creek First Plat, a subdivision of land in Kansas City, Clay County, Missouri; thence South 63 degrees 49 minutes 29 seconds East along the Southwesterly line of said Tract F, Woodland Creek First Plat, a distance of 276.42 feet; thence continuing along said line South 50 degrees 26 minutes 57 seconds East, a distance of 79.79 feet; thence continuing along said line South 17 degrees 52 minutes 37 seconds East, a distance of 462.30 feet; thence continuing along said line South 40 degrees 35 minutes 33 seconds East, a distance of 31.84 feet; thence continuing along said Line South 66 degrees 45 minutes 18 seconds East, a distance of 152.89 feet; thence Northeasterly along the Southerly line of said Tract F, along a curve to the Right, having an initial tangent bearing of North 39 degrees 01 minutes 23 seconds East, a radius of 530.00 feet, an arc distance of 231.82 feet; thence South 25 degrees 54 minutes 57 seconds East along the Westerly line of Tract "D" Woodland Creek First Plat and it's Northwesterly prolongation thereof , a distance of 88.99 feet; thence Southwesterly along a curve to the Left, having an initial tangent bearing of South 64 degrees 05 minutes 03 seconds West, a radius of 441.01 feet an arc distance of 66.95 feet; thence South 04 degrees 26 minutes 27 seconds East, a distance of 15.75 feet; thence South 18 degrees 03 minutes 33 seconds West, a distance of 54.48 feet; thence South 63 degrees 03 minutes 33 seconds West, a distance of 29.54 feet; thence South 85 degrees 33 minutes 33 seconds West, a distance of 75.82 feet; thence South 38 degrees 34 minutes 44 seconds West, a distance of 85.61 feet; thence Southwesterly along a curve to the Left, being tangent to the last described course, having a radius of 266.00 feet, an arc distance of 27.61 feet; thence South 21 degrees 34 minutes 57 seconds West, a distance of 101.95 feet; thence Southerly along a curve to the Left, having an initial tangent bearing of South 10 degrees 32 minutes 04 seconds West, a radius of 266.00 feet, an arc distance of 53.93 feet; thence South 88 degrees 55 minutes 03 seconds West, a distance of 70.00 feet; thence North 78 degrees 52 minutes 48 seconds West, a distance of 110.65 feet; thence North 72 degrees 43 minutes 48 seconds West, a distance of 50.00 feet; thence Northerly along a curve to the Left, having an initial tangent bearing of North 17 degrees 16 minutes 12 seconds East, a radius of 500.00 feet, an arc distance of 46.45 feet; thence North 11 degrees 56 minutes 50 seconds East, a distance of 32.38 feet; thence North 78 degrees 03 minutes 10 seconds West, a distance of 75.55 feet; thence North 59 degrees 37 minutes 00 seconds West, a distance of 119.56 feet; thence North 66 degrees 43

minutes 44 seconds West, a distance of 76.85 feet; thence North 77 degrees 26 minutes 51 seconds West, a distance of 199.27 feet; thence North 65 degrees 28 minutes 46 seconds West, a distance of 60.52 feet; thence North 62 degrees 23 minutes 47 seconds West, a distance of 50.00 feet; thence North 54 degrees 24 minutes 10 seconds West, a distance of 105.52 feet; thence North 42 degrees 29 minutes 37 seconds West, a distance of 94.14 feet; thence North 31 degrees 27 minutes 59 seconds West, a distance of 94.16 feet; thence North 20 degrees 55 minutes 56 seconds West, a distance of 91.24 feet; thence North 78 degrees 47 minutes 43 seconds West, a distance of 34.32 feet; thence North 65 degrees 11 minutes 24 seconds West, a distance of 88.63 feet; thence North 36 degrees 17 minutes 22 seconds West, a distance of 86.95 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 622.51 feet to the centerline of the abandoned Quincy, Omaha, and Kansas City Railroad; thence, North 12 degrees 11 minutes 36 seconds East, along said line, a distance of 131.64 feet; thence continuing along said line, Northeasterly along a curve to the Left, being tangent to the last described course, having a radius of 1909.86 feet, an arc distance of 151.58 feet to the North line of the Southeast Quarter of said Section 14; thence South 89 degrees 39 minutes 49 seconds East along said line, a distance of 472.64 feet, to the Point of Beginning. Said Tract contains 20.23 Acres, more or less.

Exhibit "B"



# FINAL PLAT OF WOODLAND CREEK SECOND PLAT A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI



ACKNOWLEDGEMENT OF THE  
PLAT BY THE STATE OF MISSOURI  
JANUARY 15, 1914

STATE PLANT ENGINEER'S OFFICE  
JANUARY 15, 1914

STATE PLANT ENGINEER'S OFFICE  
JANUARY 15, 1914

STATE PLANT ENGINEER'S OFFICE  
JANUARY 15, 1914

WOODLAND CREEK FIRST PLAT

WOODLAND CREEK SECOND PLAT

WOODLAND CREEK SECOND PLAT

WOODLAND CREEK SECOND PLAT

WOODLAND CREEK SECOND PLAT

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

**WOODLAND CREEK SECOND PLAT**  
KANSAS CITY, CLAY COUNTY, MISSOURI

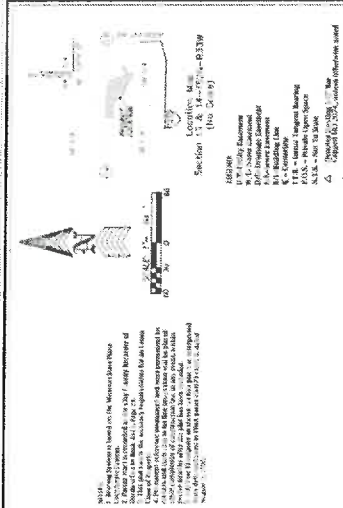
SPRINGFIELD, MISSOURI  
6624 NE 160 HIGHWAY  
ST. JOSEPH, MO 64505

**AVLETT SURVEY & ENGINEERING CO.**  
1005 E. 10TH ST., ST. JOSEPH, MO. 64505  
PHONE 23-1111

**SHEET 1 OF 2**

# FINAL PLAN OF WOODLAND CREEK SECOND PLAT A SUBDIVISION IN KANSAS CITY, CLAY COUNTY, MISSOURI

ONLY 27 ORIGINAL INSTRUMENTS REMAIN ON FILE  
IN THE OFFICE OF THE CLERK OF COURTS  
IN KANSAS CITY, MISSOURI



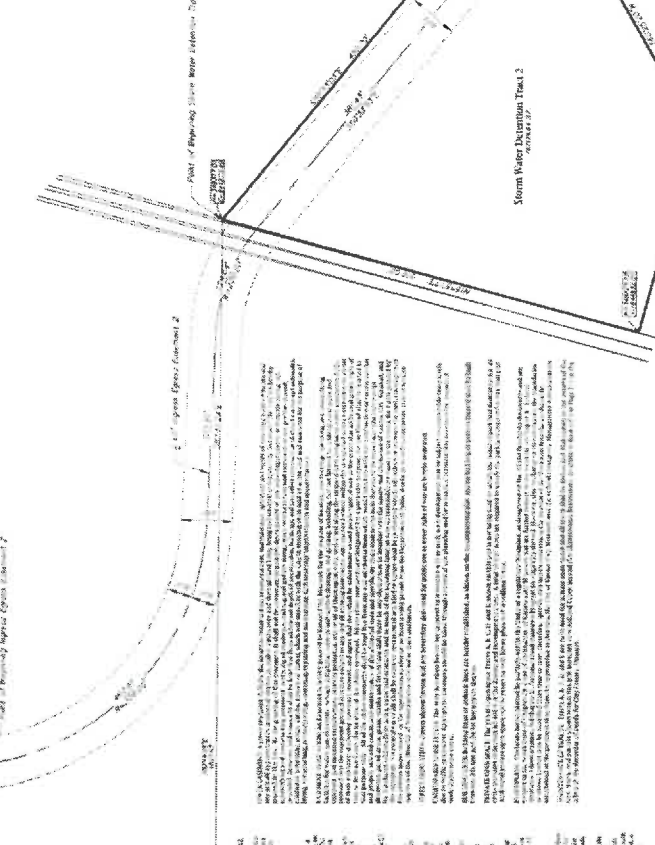
Area	Area (Acres)	Area (Sq. Ft.)
Lot 1	0.10	4,356
Lot 2	0.10	4,356
Lot 3	0.10	4,356
Lot 4	0.10	4,356
Lot 5	0.10	4,356
Lot 6	0.10	4,356
Lot 7	0.10	4,356
Lot 8	0.10	4,356
Lot 9	0.10	4,356
Lot 10	0.10	4,356
Lot 11	0.10	4,356
Lot 12	0.10	4,356
Lot 13	0.10	4,356
Lot 14	0.10	4,356
Lot 15	0.10	4,356
Lot 16	0.10	4,356
Lot 17	0.10	4,356
Lot 18	0.10	4,356
Lot 19	0.10	4,356
Lot 20	0.10	4,356
Lot 21	0.10	4,356
Lot 22	0.10	4,356
Lot 23	0.10	4,356
Lot 24	0.10	4,356
Lot 25	0.10	4,356
Lot 26	0.10	4,356
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Lot 28	0.10	4,356
Lot 29	0.10	4,356
Lot 30	0.10	4,356
Lot 31	0.10	4,356
Lot 32	0.10	4,356
Lot 33	0.10	4,356
Lot 34	0.10	4,356
Lot 35	0.10	4,356
Lot 36	0.10	4,356
Lot 37	0.10	4,356
Lot 38	0.10	4,356
Lot 39	0.10	4,356
Lot 40	0.10	4,356
Lot 41	0.10	4,356
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Lot 46	0.10	4,356
Lot 47	0.10	4,356
Lot 48	0.10	4,356
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Lot 87	0.10	4,356
Lot 88	0.10	4,356
Lot 89	0.10	4,356
Lot 90	0.10	4,356
Lot 91	0.10	4,356
Lot 92	0.10	4,356
Lot 93	0.10	4,356
Lot 94	0.10	4,356
Lot 95	0.10	4,356
Lot 96	0.10	4,356
Lot 97	0.10	4,356
Lot 98	0.10	4,356
Lot 99	0.10	4,356
Lot 100	0.10	4,356

THE CITY OF KANSAS CITY, MISSOURI, HAS REVIEWED THE INSTRUMENTS AND THE PLAN AND HAS APPROVED THE SAME FOR THE CITY OF KANSAS CITY, MISSOURI, AND HAS ORDERED THE CITY ENGINEER TO RECORD THE SAME IN THE PUBLIC RECORDS OF THE CITY OF KANSAS CITY, MISSOURI.

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**WOODLAND CREEK SECOND PLAT**  
SPECIAL SURVEY  
6024 NE 189 HIGHWAY  
ST. JOSEPH, MO 64505

**AVLETT SURVEY & ENGINEERING CO.**  
1000 W. 12TH ST., SUITE 100  
ST. JOSEPH, MO 64504

SHEET 1 OF 2

THE CITY OF KANSAS CITY, MISSOURI, HAS REVIEWED THE INSTRUMENTS AND THE PLAN AND HAS APPROVED THE SAME FOR THE CITY OF KANSAS CITY, MISSOURI, AND HAS ORDERED THE CITY ENGINEER TO RECORD THE SAME IN THE PUBLIC RECORDS OF THE CITY OF KANSAS CITY, MISSOURI.

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## EXHIBIT "C"

### PROPERTY DESCRIPTION- TRACT 1

All that part of the Southeast Quarter of Section 14, Township 52, Range 33, Kansas City, Clay County, Missouri, described as follows; Commencing at the Northeast corner of the Southeast Quarter of said Section 14; thence South 00 degrees 10 minutes 32 seconds West along the East line of the Southeast Quarter of said Section 14, a distance of 992.08 feet, to the Point of Beginning of the tract of land herein to be described; thence continuing South 00 degrees 10 minutes 32 seconds West, a distance of 53.78 feet; thence North 79 degrees 19 minutes 27 seconds West, a distance of 68.98 feet; thence South 86 degrees 06 minutes 06 seconds West, a distance of 149.78 feet; thence South 46 degrees 41 minutes 28 seconds West, a distance of 145.83 feet; thence North 77 degrees 48 minutes 24 seconds West, a distance of 75.00 feet; thence North 12 degrees 11 minutes 36 seconds East, a distance of 233.62 feet; thence North 42 degrees 05 minutes 55 seconds East, a distance of 245.28 feet; thence South 75 degrees 51 minutes 27 seconds East, a distance of 43.44 feet; thence South 01 degrees 15 minutes 39 seconds West, a distance of 116.41 feet; thence south 35 degrees 10 minutes 38 seconds East, a distance of 108.87 feet; thence South 53 degrees 50 minutes 42 seconds East, a distance of 100.00 feet, to the Point of Beginning.