



# Kansas City

414 E. 12th Street  
Kansas City, MO 64106

## Legislation Text

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**File #: 210886, Version: 1**

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### ORDINANCE NO. 210886

Approving the plat of Green Hills Plaza Third Plat, an addition in Platte County, Missouri, on approximately 2.35 acres generally located on the south side of N.W. Barry Road and approximately 900 ft. east of N. Green Hills Road, creating 1 lot for the purpose of a 1 lot commercial subdivision; accepting various easements; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00032)

#### BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Green Hills Plaza Third Plat, a subdivision in Platte County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 4. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public

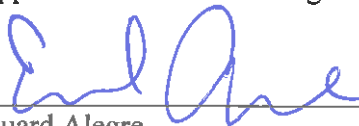
File #: 210886, Version: 1

property dedicated on the plat.

Section 5. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Platte County, Missouri.


Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on September 7, 2021.

Approved as to form and legality:

  
Eluard Alegre  
Assistant City Attorney

This is to certify that General Taxes for 2021, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By   
Dated, June 9, 2022



Authenticated as Passed

  
Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

OCT 07 2021  
Date Passed

27  
3

Recorded in Platte County, Missouri

Recording Date/Time: 06/22/2022 at 12:16:21 PM

Instr Number: 2022008796

Book: 1380 Page: 313

Type: DE ORD

Pages: 3

Fee: \$27.00 E



Grantor: KANSAS CITY

Grantee: GREEN HILLS PLAZA THIRD PLAT



# PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

## EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.  
RSMo 59.310.4 (effective January 1, 2002)

Gloria Boyer  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

✓ Andrew Danner - WPLC

27  
2/2

Recorded in Platte County, Missouri

Recording Date/Time: 06/22/2022 at 12:16:21 PM

Instr Number: 2022008797

Book: 1380 Page: 314

Type: DT SUB

Pages: 2

Fee: \$27.00 S



Grantor: BANK OF WESTON

Grantee: GREEN HILLS PLAZA THIRD PLAT



Gloria Boyer,  
Recorder of Deeds

SUBORDINATION OF DEED OF TRUST

(PARTIAL - CORPORATION)

(GRANTOR)

This Subordination of deed of trust Witnesseth, that Bank of Weston, a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in Platte County, Missouri, as owner and holder of the note evidencing the debt secured by that certain Deed of Trust executed by Bank of Weston, Organized and existing under the law of Missouri, dated and recorded in the office of the Recorder of Deeds for Platte County, Missouri, as Document No 2018015192 in Book 1305 at Page 126, for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines <sup>(as shown)</sup> as shown on the property therein described on the plat of GREEN HILLS PLAZA THIRD PLAT,

recorded as Document No. 2022008795, in Book 22 at Page 379. Provided, however, that this subordination shall not prejudice the lien of said 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 3rd day of June, 2022.

By [Signature]  
Title CEO/President

✓ Andrew Danner - WPU

CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI )

) ss:

COUNTY OF PLATTE )

On this 3rd day of June, 2022 before, the undersigned, a Notary Public, in and for said County and State, personally appeared JACOB WILSON to me personally known, who being by me duly sworn did, say that he/she is President-CEO 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 that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said CEO-President 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.



Notary Public

My Commission expires 7/18/2025

**NICOLE K. BURKHART**  
Notary Public - Notary Seal  
State of Missouri - Clay County  
Commission # 21182761  
My Commission Expires 7/18/2025

27

Recorded in Platte County, Missouri

Recording Date/Time: 06/22/2022 at 12:16:21 PM

Instr Number: 2022008798

Book: 1380 Page: 315

Type: DT SUB

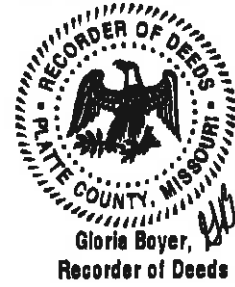
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Fee: \$27.00 S



Grantor: BANK OF WESTON

Grantee: GREEN HILLS PLAZA THIRD PLAT



SUBORDINATION OF DEED OF TRUST

(PARTIAL - CORPORATION)

This Subordination of deed of trust Witnesseth, that Bank of Weston, <sup>(GRANTOR)</sup> a corporation organized and existing under the laws of the State of Missouri, having its principal place of business in Platte County, Missouri, as owner and holder of the note evidencing the debt secured by that certain Deed of Trust executed by Bank of Weston, Organized and existing under the law of Missouri, dated and recorded in the office of the Recorder of Deeds for Platte County, Missouri, as Document No 20210011159 in Book 1358 at Page 319, for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines, <sup>(GRANTEE)</sup> as shown on the property therein described on the plat of GREEN HILLS PLAZA THIRD PLAT,

recorded as Document No. 2022008795, in Book 22 at Page 379. Provided, however, that this subordination shall not prejudice the lien of said 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 3rd day of June, 2022.

By Jawhils  
Title CEO/President

✓ Andrew Danner - WPK

CORPORATION ACKNOWLEDGEMENT

STATE OF MISSOURI )

) ss:

COUNTY OF PLATTE )

On this 3rd day of June, 2022 before, the undersigned, a Notary Public, in and for said County and State, personally appeared JACOB WILSON to me personally known, who being by me duly sworn did, say that he/she is CEO-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 that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said CEO-President 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.



Notary Public

My Commission expires 7/18/2025.

NICOLE K. BURKHART  
Notary Public - Notary Seal  
State of Missouri - Clay County  
Commission # 21182761  
My Commission Expires 7/18/2025

48/a

Recorded in Platte County, Missouri

Recording Date/Time: 06/22/2022 at 12:16:21 PM

Instr Number: 2022008799

Book: 1380 Page: 316

Type: DE COV

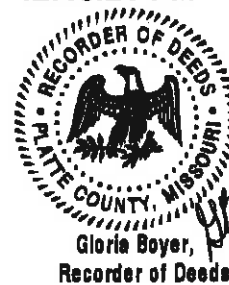
Pages: 9

Fee: \$48.00 S



Grantor: GH14 LLC

Grantee: KANSAS CITY MISSOURI



**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF Green Hills Plaza Third Plat**

**THIS COVENANT** made and entered into this 29<sup>th</sup> day of APRIL, 2022, by and between Kansas City, Missouri (GRANTEE), a constitutionally chartered Municipal corporation (City), and of GH14, LLC (GRANTOR), a Limited Liability Company, (Owner).

WHEREAS, Owner has an interest in certain real estate Generally located on the south side of NW Barry Rd between N Green Hills Rd on the west and N Granby Ave on the east in Kansas City, of Platte County, Missouri, (Property) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of **FINAL PLAT GREEN HILLS PLAZA THIRD PLAT, (Plat)**, in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lot 4 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, Tracts B and C of Green Hills Plaza Second Plat are owned by GH14, LLC.

✓ Andrew Danner - WPU



WHEREAS, The Facilities, located on Tracts B and C of Green Hills Plaza Second Plat as shown on Exhibits "C" and "D", 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;

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 Tracts B and C Green Hills Plaza Second Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts B and C Green Hills Plaza Second Plat.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tracts B and C Green Hills Plaza Second Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts B and C Green Hills Plaza Second Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File #2020-015 and CRBC-2020-40017.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

**Sec. 2. City is granted the right, but is not obligated to enter upon Tracts B and C Green Hills Plaza Second 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 Tracts B and C Green Hills Plaza Second Plat, and/or the owners of Lot 3 or Lot 4 or both served by the Facility on Tracts B and C Green Hills Plaza Second Plat;
- b. Assess a lien on either the Tracts B and C Green Hills Plaza Second Plat or on the Lot 3 or Lot 4 or both served by the Facility on Tracts B and C Green Hills Plaza Second Plat;
- c. Maintain suit against Owner, and/or the owner of Tract(s) B,C and/or the owners of Lots 3 or Lot 4 or both served by the Facility on Tracts B and C Green Hills Plaza Second 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 and/or the then-current owners of Tracts B and C Green Hills Plaza Second Plat and Lots 3 or Lot 4 or both not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3. Owner and/or the owner of Tracts B and C Green Hills Plaza Second Plat shall not use, nor attempt to use, in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not**

build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

**Sec. 4.** This covenant shall run with the land legally described in Exhibit "A." This covenant shall also be recorded on Tracts B and C of Green Hills Plaza Second Plat. 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:  
 GH14, LLC  
 3630 Briarcliff Rd  
 Kansas City, MO 64116  
 Nick McFee  
 FAX: 816-817-1009 PHONE: 816-728-0940

**Sec. 7.** This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

**Sec. 8.** Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Sec. 9.** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

**Sec. 10.** Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

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

ATTESTATION BY CITY CLERK:

[Signature]  
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]  
Director of City Planning and Development

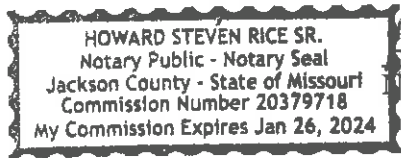
Approved as to form:

[Signature]  
Assistant City Attorney

STATE OF MISSOURI )  
COUNTY OF JACKSON ) SS

BE IT REMEMBERED that on this 6 day of May, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Diane Binkley, 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.



[Signature]  
Notary Public

My Commission Expires: January 26, 2024

OWNER  
GH14, LLC  
3630 Briarcliff Rd  
Kansas City, MO 64116  
FAX: 816-817-1009 PHONE: 816-728-0940

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

By: [Signature]

Title: Manager

Date: 4/29/22

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 29<sup>th</sup> day of April, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came **Nicholas McFee**, to me personally known, who being by me duly sworn did say that he/she/they is/are the member of GH14, LLC, and that said instrument was signed on behalf of said LLC by authority of its 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.

[Signature: Aaron Truax]  
Notary Public

My commission expires: November 8, 2023



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

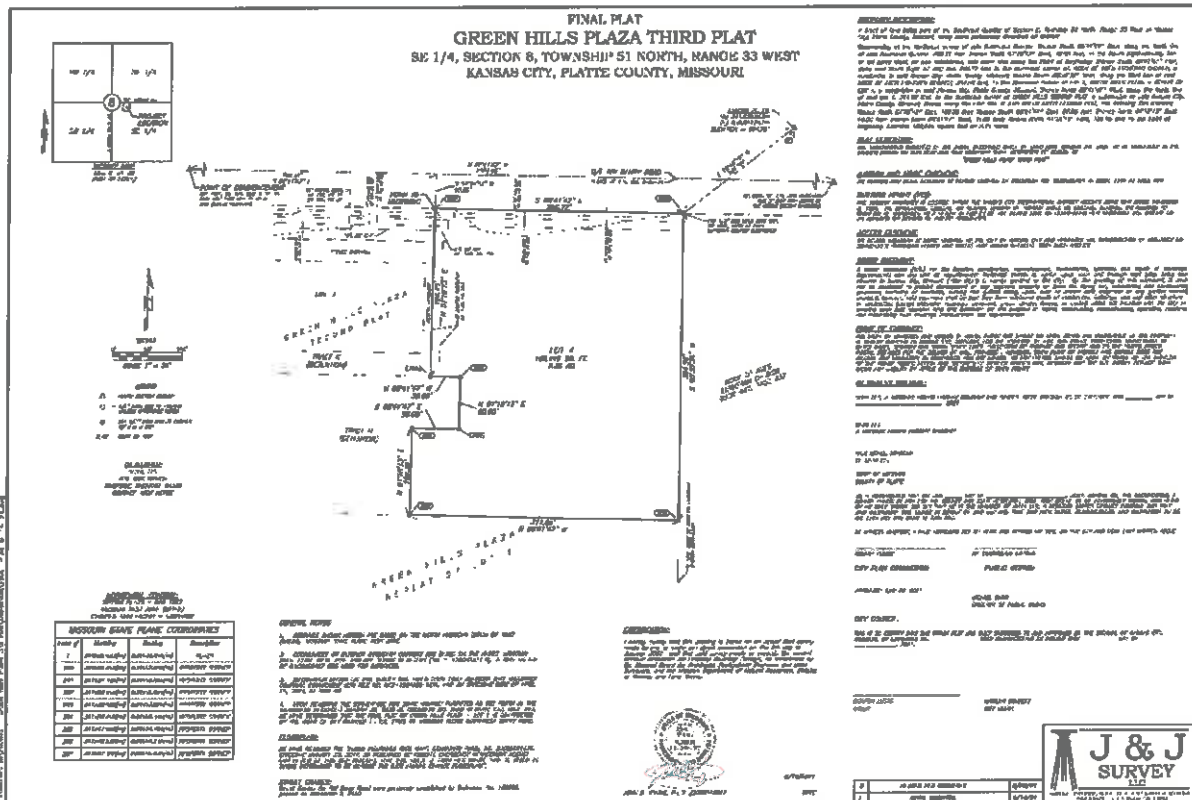
## EXHIBIT "A"

**PROPERTY DESCRIPTION:**

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

*Commencing at the Northwest corner of said Southeast Quarter; Thence South 88°41'47" East, along the North line of said Southeast Quarter, 740.31 feet; Thence South 01°18'13" West, 40.00 feet, to the South Right-of-Way line of NW Barry Road, as now established, said point also being the Point of Beginning; Thence South 88°41'47" East, along said South Right-of-Way line, 286.77 feet to the Northwest corner of, ROCK OF AGES LUTHERAN CHURCH, a subdivision in said Kansas City, Platte County, Missouri; Thence South 00°30'38" West, along the West line of said, ROCK OF AGES LUTHERAN CHURCH, 354.56 feet, to the Northeast corner of Lot 1, GREEN HILLS PLAZA - REPLAT OF LOT 1, a subdivision in said Kansas City, Platte County, Missouri; Thence North 88°41'47" West, along the North line of said Lot 1, 311.68 feet, to the Southeast corner of GREEN HILLS SECOND PLAT, a subdivision in said Kansas City, Platte County, Missouri; Thence along the East line of said GREEN HILLS SECOND PLAT, the following five courses; Thence North 01°18'13" East, 100.38 feet; Thence South 88°41'47" East, 55.00 feet; Thence North 01°18'13" East, 60.00 feet; Thence North 88°41'47" West, 35.00 feet; Thence North 01°18'13" East, 194.15 feet to the Point of Beginning. Contains 102,446 square feet or 2.35 acres.*

EXHIBIT "B"



## EXHIBIT "C"

**PROPERTY DESCRIPTION:**

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

*Commencing at the Northwest corner of said Southeast Quarter; thence South 88°41'47" East, along the North line of said Southeast Quarter, 454.41 feet; thence South 01°18'13" West, 40.00 feet to a point on the South Right-of-Way line of NW Barry Road, as now established, said point also being the Point of Beginning; thence South 88°41'47" East, along said South Right-of-Way line, 285.89 feet; thence South 01°18'13" West, 194.15 feet; thence South 88°41'47" East, 35.00 feet; thence South 01°18'13" West, 60.00 feet; thence North 88°41'47" West, 55.00 feet; thence South 01°18'13" West, 100.38 feet to a point on the North line of GREEN HILLS PLAZA – REPLAT OF LOT 1, a subdivision in said Kansas City, Platte County, Missouri; thence along said North line the following three courses; thence North 88°41'47" West, 200.00 feet; thence North 01°18'13" East, 85.52 feet; thence North 88°41'47" West, 65.90 feet; thence North 01°18'13" East, 269.00 feet to the Point of Beginning. Contains 95,814 square feet or 2.20 acres more or less.*

