

Recorded in Platte County, Missouri



Recording Date/Time: 03/12/2024 at 02:31:28 PM

Book: 1403 Page: 161

Instr #: 2024002252

Pages: 3

Fee: \$27.00 E 20240001980

GARRY HAYES



Christopher L. Wright
Recorder of Deeds

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)

Christopher L. Wright
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 230578

Approving the plat of Twin Creeks Village Commercial North, an addition in Platte County, Missouri, on approximately 11 acres generally located at the northwest corner of N.W. Tiffany Springs Road and N. Platte Purchase Drive, creating 2 lots and 1 tract for the purpose of a mixed use, commercial, recreational, educational, civic and residential uses 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-2022-00042)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Twin Creeks Village Commercial North, 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 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.

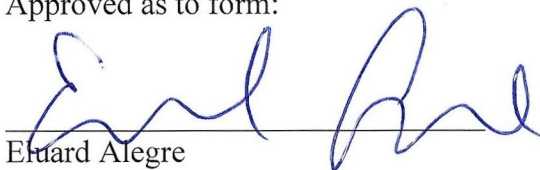
230578

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 all 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.

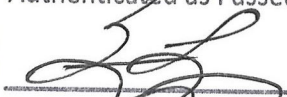
Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on January 17, 2023.

Approved as to form:


Edward Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor

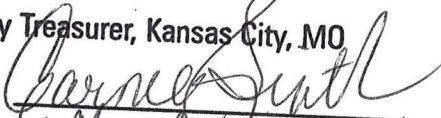
Marilyn Sanders, City Clerk

JUL 13 2023

Date Passed

This is to certify that General Taxes for 20~~23~~, 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, March 11, 2024

Recorded in Platte County, Missouri



Recording Date/Time: 03/12/2024 at 02:31:28 PM

Book: 1403 Page: 162

Instr #: 2024002253

Pages: 10

Fee: \$51.00 S 20240001980

GARRY HAYES



Christopher L. Wright
Recorder of Deeds

[Above Space Reserved for Recorder of Deeds]

Document Title: Covenant to Maintain Storm Water Detention Facility
(Twin Creeks Village Commercial North)
Date of Document: _____, 2024
Grantor Name: Twin Creeks Commons, LLC
Grantee Name: Kansas City, Missouri
Statutory Address: 414 East 12th Street
Kansas City, MO 64106
Legal Description: See Exhibits A and B

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF TWIN CREEKS VILLAGE COMMERCIAL NORTH**

THIS COVENANT made and entered into this ____ day of _____, 2____, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Twin Creeks Commons, LLC, a Missouri limited liability company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northwest corner of NW Tiffany Springs Road and N. Platte Purchase Drive 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 Twin Creeks Village Commercial North, (**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 1 and 2 and Tract A of Twin Creeks Village Commercial North 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;

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 A.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on 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, on Tract A to the limits prescribed by the Kansas City Code of Ordinances.
- 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 2022-095.
- 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 the owner of Tract A, and/or the owners of Lots 1 and 2 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1 and 2 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 Lots 1 and 2 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 Lots 1 and 2 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

Notice to Twin Creeks Commons, LLC shall be addressed to:
Twin Creeks Commons, LLC
c/o MD Management, Inc.
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. 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:

Howard Rite for Marilyn Sanders

City Clerk

KANSAS CITY, MISSOURI

By: Jeffrey Williams

City's Director of City Planning & Development

Approved as to form:

Sarah Bixler
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 11 day of March, 2024, 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.

Daliah West
Notary Public

My Commission Expires: 1/17/2028

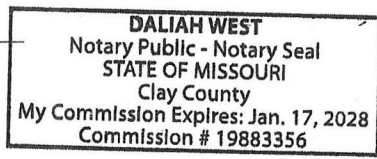


EXHIBIT "A"

A tract of land being situated in part of the West Half of Fractional Section 3 and part of the East Half of Section 4, all in Township 51 North, Range 33 West in Kansas City, Platte County, Missouri, said tract of land lying North of the Northerly right-of-way line of NW Tiffany Springs Road as now established 150 feet wide by Instrument No. 2021017311 recorded September 8, 2021 in the Office of the Recorder of Deeds for said County and State in Book 1364 at Page 582 and lying West of the Westerly right-of-way line of N Platte Purchase Drive as now established 100 feet wide by FOUNTAIN HILLS - FIRST PLAT, a subdivision in said City, Clay County and said Platte County, Missouri, recorded November 16, 2004 as Document No. T04896 in the Office of the Recorder of Deeds for said County and State in Plat Book F at Page 156. Said tract of land being now more particularly described as follows:

Commencing at the Northwest corner of the West Half of aforesaid Fractional Section 3, being also the Northeast corner of aforesaid Section 4; thence S 00° 32' 34" W along the West line of the Northwest Fractional Quarter of said Section 3, being also along the East line of the Northeast Quarter of said Section 4, a distance of 2,534.33 feet to the Southwest corner of the Northwest Fractional Quarter of said Section 3, being also the Southeast corner of the Northeast Quarter of said Section 4; thence S 00° 28' 34" W along the West line of the Southwest Fractional Quarter of said Section 3, being also along the East line of the Southeast Quarter of said Section 4, a distance of 289.02 to a point on the Northerly right-of-way line of aforesaid NW Tiffany Springs Road and the Point of Beginning of the tract of land to be herein described; thence Easterly along said Northerly right-of-way line, being now along a curve to the left, having an initial tangent bearing of N 87° 05' 03" E, a radius of 1,525.00 feet and a central angle of 21° 16' 27", an arc length of 566.24 feet; thence Northeasterly, Northerly and Northwesterly along a compound curve to the left, tangent to the last described curve and continuing along said Northerly right-of-way line, having a radius of 60.00 feet and a central angle of 103° 30' 06", an arc length of 108.39 feet to a point on the Westerly right-of-way line of aforesaid N Platte Purchase Drive, thence Northwesterly along said Westerly right-of-way line, the following courses and distances, thence Northwesterly along a compound curve to the left, tangent to the last described curve, having a radius of 700.00 feet and a central angle of 16° 55' 25", an arc length of 206.77 feet; thence N 54° 36' 57" W (N 54° 37' 09" W, Plat), tangent to the last described curve, a distance of 152.93 feet; thence Northwesterly along a curve to the right, tangent to the last described course, having a radius of 800.00 feet and a central angle of 7° 38' 18", an arc length of 106.65 feet; thence S 43° 17' 44" W, departing from the Westerly right-of-way line of said N Platte Purchase Drive, a distance of 59.46 feet; thence Southwesterly along a curve to the right, tangent to the last described course, having a radius of 243.50 feet and a central angle of 20° 36' 18", an arc length of 87.57 feet; thence S 63° 54' 02" W, tangent to the last described curve, a distance of 194.10 feet; thence S 00° 34' 50" E, a distance of 42.95 feet; thence Westerly along a curve to the right, having an initial tangent bearing of S 89° 25' 10" W, a radius of 1,263.33 feet and a central angle of 11° 26' 04", an arc length of 252.12 feet; thence S 72° 44' 21" W, not tangent to the last described curve, a distance of 78.51 feet; thence N 10° 51' 51" W, {31145 / 71377; 1010900. } Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009
CLD-FnPlat-2022-00042

468.27 feet; thence S 43° 23' 13" W, 409.52 feet; thence S 39° 07' 59" E, 285.14 feet; thence S 13° 12' 49" W, 158.84 feet to a point on the Northerly right-of-way line of said NW Tiffany Springs Road; thence S 76° 47' 11" W along said Northerly right-of-way line, perpendicular to the last described course, a distance of 201.15 feet; thence Southeasterly and Easterly, continuing along said Northerly right-of-way line, being now along a curve to the left, tangent to the last described course, having a radius of 1,525.00 feet and a central angle of 16° 07' 47", an arc length of 429.31 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 470,979 square feet or 10.812 acres, more or less.

The basis of the bearings shown hereon is the Missouri State Plane Coordinate System, NAD 83, West Zone.

EXHIBIT "B"

FINAL PLAN TWIN CREEKS VILLAGE COMMERCIAL NORTH A PORTION OF WEST HALF SECTION 3 AND THE EAST HALF OF SECTION 4 ALL IN RANGE 51 NORTH, RANGE 33 WEST A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI

SECTION 1: This plan shows the subdivision of 160.00 acres of land, more or less, situated in the West Half of Section 3 and the East Half of Section 4, Township 51 North, Range 33 West, Platte County, Missouri, as shown on the plat of Section 3 and Section 4, Township 51 North, Range 33 West, Platte County, Missouri, recorded in the Public Records of Platte County, Missouri, in Book 1403, Page 162.

The land is divided into 17 lots, as follows:

LOT	ACRES	OWNER	REMARKS
1	11.0000	11.0000	11.0000
2	11.0000	11.0000	11.0000
3	11.0000	11.0000	11.0000
4	11.0000	11.0000	11.0000
5	11.0000	11.0000	11.0000
6	11.0000	11.0000	11.0000
7	11.0000	11.0000	11.0000
8	11.0000	11.0000	11.0000
9	11.0000	11.0000	11.0000
10	11.0000	11.0000	11.0000
11	11.0000	11.0000	11.0000
12	11.0000	11.0000	11.0000
13	11.0000	11.0000	11.0000
14	11.0000	11.0000	11.0000
15	11.0000	11.0000	11.0000
16	11.0000	11.0000	11.0000
17	11.0000	11.0000	11.0000

SECTION 2: This plan shows the subdivision of 160.00 acres of land, more or less, situated in the West Half of Section 3 and the East Half of Section 4, Township 51 North, Range 33 West, Platte County, Missouri, as shown on the plat of Section 3 and Section 4, Township 51 North, Range 33 West, Platte County, Missouri, recorded in the Public Records of Platte County, Missouri, in Book 1403, Page 162.

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8	11.0000	11.0000	11.0000
9	11.0000	11.0000	11.0000
10	11.0000	11.0000	11.0000
11	11.0000	11.0000	11.0000
12	11.0000	11.0000	11.0000
13	11.0000	11.0000	11.0000
14	11.0000	11.0000	11.0000
15	11.0000	11.0000	11.0000
16	11.0000	11.0000	11.0000
17	11.0000	11.0000	11.0000

SECTION 3: This plan shows the subdivision of 160.00 acres of land, more or less, situated in the West Half of Section 3 and the East Half of Section 4, Township 51 North, Range 33 West, Platte County, Missouri, as shown on the plat of Section 3 and Section 4, Township 51 North, Range 33 West, Platte County, Missouri, recorded in the Public Records of Platte County, Missouri, in Book 1403, Page 162.

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