



Legislation Text

File #: 210728, Version: 1

ORDINANCE NO. 210728

Approving the plat of Lakes at Hunters Glen - Second Plat, an addition in Clay County, Missouri, on approximately 21.76 acres generally located east of N. Stark Avenue and north of N.E. Pawpaw Drive, creating 59 lots and 1 tract for the purpose of a 59 lot single family subdivision; 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-2021-00007)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Hunters Glen - 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.

Pickup - Craig Porter

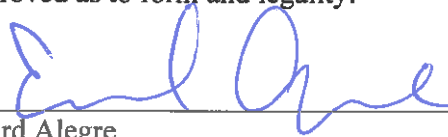
Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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 June 1, 2020.

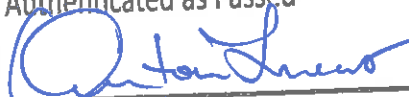
Approved as to form and legality:



Euard Alegre
Assistant City Attorney



Authenticated as Passed



Quinton Lucas, Mayor



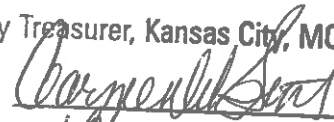
Marilyn Sanders, City Clerk

AUG 26 2021

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, May 25, 2021

Recorded in Clay County, Missouri



Recording Date/Time: 06/01/2022 at 03:02:34 PM

Instr #: 2022018210

Book: 9378 Page: 47

Type: ORD

Pages: 3

Fee: \$27.00 E 20220016030

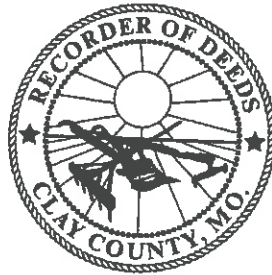


Katee Porter
Recorder of Deeds

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

Recorded in Clay County, Missouri



Recording Date/Time: 06/01/2022 at 03:02:34 PM

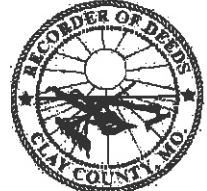
Instr #: 2022018212

Book: 9378 Page: 48

Type: PTREL

Pages: 2

Fee: \$27.00 S 20220016030



Katee Porter
Recorder of Deeds

DEED OF RELEASE
(PARTIAL – CORPORATION)

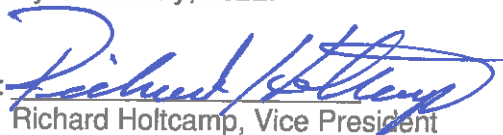
This Deed of Release Witnesseth, that **North American Savings Bank F.S.B. whose address is Construction Lending, 903 E. 104th Street, Suite 400, Kansas City, MO 64131 and MBC Business Services, Inc. (Trustee)** a Missouri corporation, organized and existing under the laws of the State of Missouri, have/having its principal place of business in Jackson County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by **Craig Porter Development, L.L.C., a Missouri Limited Liability Company**, dated and recorded in the office of the Recorder of Deeds for Clay County, Missouri, as Document No. 2019014887, in Book 8428 at Page 2, and Modified as Document No. 2021036407, in Book 9151 at Page 82 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 **LAKES AT HUNTERS GLEN 2ND PLAT**, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2022018211, Book I, Page 172-2.

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 11th day of January, 2022.

(SEAL)

By: 
Richard Holtcamp, Vice President

In the State of Missouri, County of Jackson, on this ____ day of January, 2022, before the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is a 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 Richard Holtcamp 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. *Rp.c*

Melanie D Wolf

Notary Public

My commission expires 11-2-2024

**MELANIE D. WOLF
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 11/2/2024
COMMISSION # 20923324**

Recorded in Clay County, Missouri



Recording Date/Time: 06/01/2022 at 03:02:34 PM

Instr #: 2022018213

Book: 9378 Page: 49

Type: REST

Pages: 9

Fee: \$48.00 S 20220016030



Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE:

Restrictions

DOCUMENT DATE:

6/1/22

GRANTOR:

Craig Porter Dev, LLC

GRANTEE:

LAKES AT HUNTERS GLEN, 2ND PLAT

Grantee Mailing Address:
(if applicable)

LEGAL DESCRIPTION:

Exhibit "A"

REFERENCE BOOK & PAGE:

(if applicable)

Doc# 2022018211 BK I PG 172.2

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF THE LAKES AT HUNTERS GLEN SECOND PLAT**

THIS COVENANT made and entered into this 4 day of May, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of CRAIG PORTER DEVELOPMENT, a LIMITED LIABILITY CORPORATION, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located to the north of the intersection of NE Pawpaw Drive and N Manning Avenue 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 Lakes at Hunters Glen Second Plat, (**Plat**), in accordance with Chapter 66, 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 50 through 108 and Tracts of Tract A and Tract B as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of 73 through 108 and 50 through 72 and require preservation and maintenance of storm water detention facilities, located on Tracts A & B within the Plat and Tracts A & B of the Lakes at Hunters Glen First Plat as described on Exhibit "C", respectively, in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the Owner on the Property for the Lakes at Hunters Glen First Plat is the same Owner for the Lakes at Hunters Glen Second Plat; and

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

WHEREAS, the provisions for the maintenance of the storm water detention facility is 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.** As it pertains to the Lakes at Hunters Glen Second Plat, Owner at its sole cost shall:
- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the storm water detention facilities and appurtenances (**Facilities**) within the storm water detention facilities located on of Tracts A & B.
 - b. Maintain the pipes, structures, grounds, and appurtenances for the **Facilities** located on Tracts A & B.
 - c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
 - d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.

- e. Mow the grass area within Tracts A & B.
- f. Maintain the grades within Tracts A&B pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No _____.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

Sec. 2. As it pertains to the Lakes at Hunters Glen Second Plat, the City is granted the right, but is not obligated to enter upon Tracts A & B in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance against Owner, and/or the owner of Tracts A & B, and/or the owners of Lots 73 through 108 served by the Facility on Tracts A & B;
- b. Assess a lien on either the Tracts A & B or on the Lots 73 through 108 or both served by the Facility on Tracts A & B;
- c. Maintain suit against Owner, and/or the owner of Tracts A & B and/or the owners of Lots 73 through 108 served by the Facility on Tracts A & B 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 A & B and Lots 73 through 108 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tracts A & B on the Lakes at Hunters Glen 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", in addition to the Lakes at Hunters Glen First Plat recorded on July 27th, 2020 per Instrument Number 2020025620 recorded plat in Book I at Page 106.4. Owner of both the Lakes at Hunters Glen First Plat and Lakes at Hunters Glen Second Plat 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:
Craig Porter Development
LLC
Kearney, MO 64060
Craig Porter
PH: (816) 325-3174

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, 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 Facility.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: Sam Buckley
Director of City Planning and Development

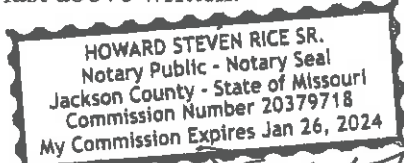
Approved as to form:

End On
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 11 day of May, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came Dave Binckley, 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.



Howard Steven Rice Sr
Notary Public

My Commission Expires: January 26, 2024

EXHIBIT "A"

All that part of the Northwest Quarter of Section 23, Township 52, Range 32, Kansas City, Clay County, Missouri, described as follows: commencing at the Northwest corner of the Northwest Quarter of said Section 23; thence South 00 degrees 13 minutes 13 seconds West along the West line of the Northwest Quarter of said Section 23, a distance of 631.95 feet to the Point of Beginning of the tract of land herein to be described; thence South 89 degrees 36 minutes 30 seconds East, a distance of 1752.78 feet, to the Westerly line of Lakes at Hunters Glen 1st Plat, a subdivision of land in Kansas City, Clay County, Missouri; thence South 00 degrees 23 minutes 30 seconds West, along said line, a distance of 399.78 feet; thence continuing along said line South 17 degrees 21 minutes 35 seconds West, a distance of 132.34 feet; thence continuing along said line South 72 degrees 38 minutes 23 seconds East, a distance of 49.18 feet; thence continuing along said line South 20 degrees 23 minutes 56 seconds West, a distance of 87.83 feet; thence continuing along said line South 09 degrees 02 minutes 37 seconds West, a distance of 170.08 feet; thence continuing along said line South 01 degrees 56 minutes 47 seconds East, a distance of 124.57 feet; to the Northerly line of Hunters Glen First Plat, a subdivision of land in Kansas City, Clay County, Missouri; thence continuing along said line South 86 degrees 54 minutes 00 seconds West, a distance of 139.00 feet; thence continuing along said line Northerly, along a curve to the Left, having an initial tangent bearing of North 01 degrees 53 minutes 48 seconds East, a radius of 1335.00 feet, an arc distance of 7.04 feet; thence continuing along said line North 88 degrees 59 minutes 52 seconds West, a distance of 50.00 feet; thence continuing along said line North 85 degrees 52 minutes 38 seconds West, a distance of 80.76 feet; thence along the Northerly line of Hunters Glen Second Plat, a subdivision of land in Kansas City, Clay County, Missouri, North 75 degrees 46 minutes 00 seconds West, a distance of 154.58 feet; thence continuing along said line North 62 degrees 25 minutes 40 seconds West, a distance of 45.83 feet; thence continuing along said line North 47 degrees 04 minutes 59 seconds West, a distance of 174.31 feet; thence continuing along said line North 46 degrees 55 minutes 50 seconds West, a distance of 50.00 feet; thence continuing along said line South 43 degrees 04 minutes 10 seconds West, a distance of 15.90 feet; thence continuing along said line North 46 degrees 55 minutes 50 seconds West, a distance of 102.10 feet; thence continuing along said line North 49 degrees 39 minutes 04 seconds West, a distance of 260.00 feet; thence continuing along said line North 55 degrees 51 minutes 52 seconds West, a distance of 65.38 feet; thence continuing along said line North 62 degrees 16 minutes 45 seconds West, a distance of 118.30 feet; thence Northerly, along a curve to the Left, having an initial tangent bearing of North 27 degrees 43 minutes 14 seconds East, a radius of 225.00 feet, an arc distance of 60.60 feet; thence continuing along said line North 12 degrees, 17 minutes 23 seconds West, a distance of 12.07 feet; thence continuing along said line North 77 degrees 42 minutes 28 seconds West, a distance of 170.00 feet; thence continuing along said line North 12 degrees 17 minutes 23 seconds East, a distance of 40.23 feet; thence continuing along said line North 89 degrees 47 minutes 07 seconds West, a distance of 109.84 feet; thence continuing along said line North 00 degrees 13 minutes 13 seconds East, a distance of 31.15 feet; thence Northerly along a curve to the Right, being tangent to the last described course, having a radius of 275.00 feet, an arc distance of 22.57 feet; thence continuing along said line North 85 degrees 04 minutes 35 seconds West, a distance of 50.00 feet; thence continuing along said line North 89 degrees 46 minutes 47 seconds West, a distance of 346.09 feet to the West line of the Northwest Quarter of said Section 23; thence North 00 degrees 13 minutes 13 seconds East, along said line, a distance of 187.30 feet to the Point of Beginning.

EXHIBIT "B"

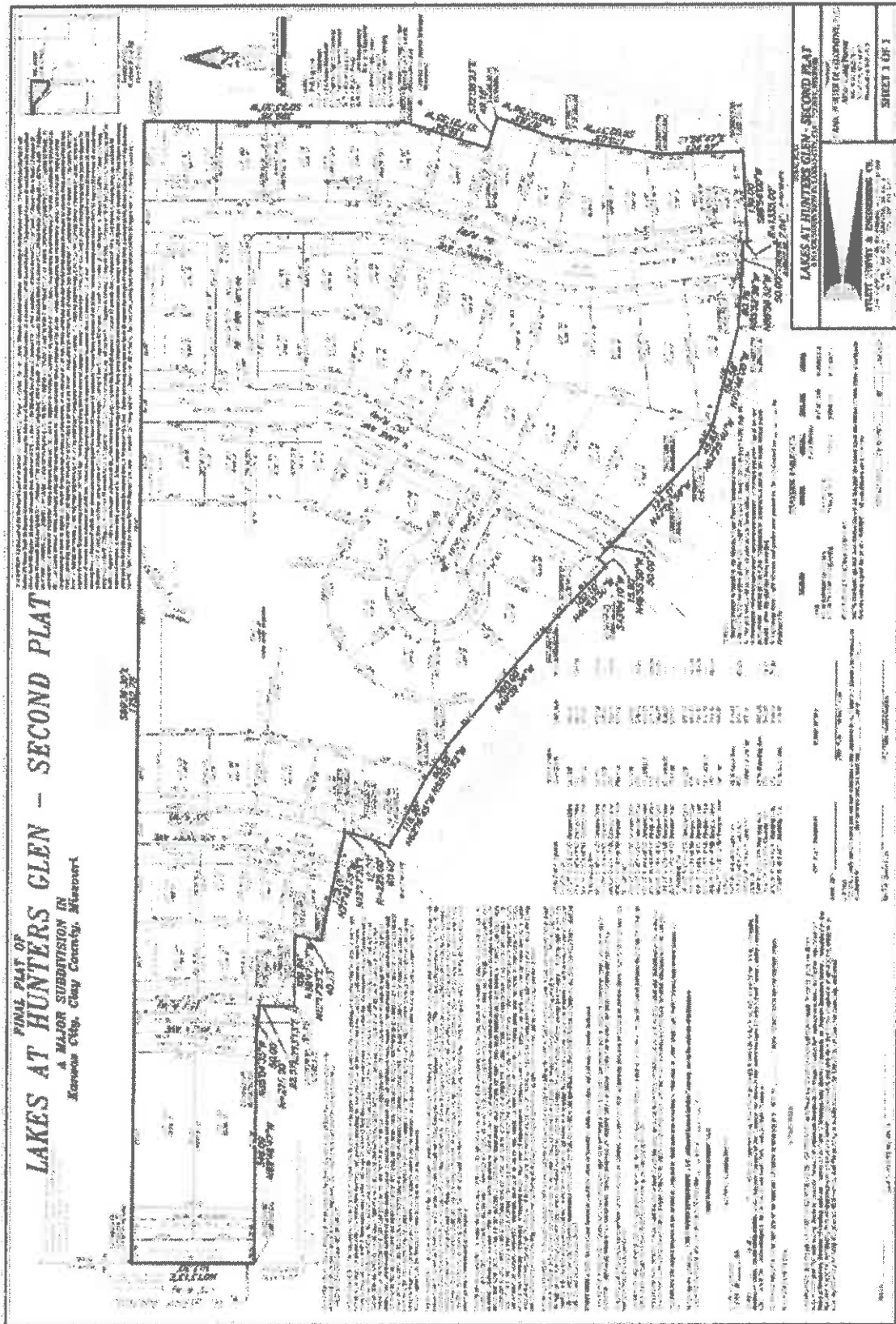


EXHIBIT "C"

Tract A, LAKES AT HUNTERS GLEN – FIRST PLAT, a subdivision of land in Kansas City, Clay County, Missouri, per Instrument Number 2020025620 recorded plat in Book I at Page 106.4

Tract B, LAKES AT HUNTERS GLEN – FIRST PLAT, a subdivision of land in Kansas City, Clay County, Missouri, per Instrument Number 2020025620 recorded plat in Book I at Page 106.4