

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

06/09/2025 4:01 PM

NON-STANDARD FEE: EXEMPT FEE: \$24.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0040151

Book: Page:
Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
pursuant to RSMo 59.310.4.

This certificate has been added to your document in
compliance with the laws of the State of Missouri.



Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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File #: 241032

ORDINANCE NO. 241032

Approving the plat of Summit View Farms 2nd Plat, an addition in Jackson County, Missouri, on approximately 8 acres generally located on the south side of East 139th Street approximately 1100 feet east of Horridge Road, creating one tract for the purpose of a stream buffer; 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 facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2024-00026)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Summit View Farms 2nd Plat, an addition in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

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

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

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater and BMP 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 facilitate the recordation 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 Jackson County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on November 6, 2024.

Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor
Marilyn Sanders, City Clerk

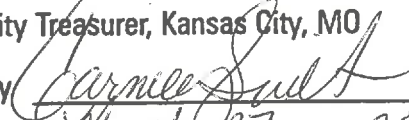
DEC 12 2024

Date Passed

This is to certify that General Taxes for 2024, 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 27, 2025

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

06/09/2025 4:01 PM

FEE: \$42.00

8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0040150

Book: Page:

Diana Smith, Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Covenant to Maintain Storm Water Detention Facility

Date of Document: 6/09/2025

Grantor: Summit View Farms Development Group, LLC

Grantor's Address: P.O. Box 291
Lee's Summit, MO 64063

Grantee: City of Kansas City, Missouri

Grantee's Address: 414 E 12th St.
Kansas City, MO 64106

Legal Description: See Exhibit A attached hereto

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF SUMMIT VIEW FARMS 2ND PLAT**

THIS COVENANT made and entered into this 20th day of March, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Summit View Farms Development Group, LLC, a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located south of E 139th St and west of SW Arthur Drive in Kansas City, of Jackson 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 Summit View Farms 2nd 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 Tract A as shown on Exhibit B attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Amended Summit View Farms 1st Plat Lots 1 through 20 and 32 through 50 and require preservation and maintenance of storm water detention facilities, located on Tract A within the Plat, 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 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. 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 Tract A.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract A.
- 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 Tract A.
- f. Maintain the grades within Tract E pursuant to the approved plan on file in the office of the Director of Kansas City Water and identified as File No 2015-024.
- 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 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 Tract A, and/or the owners of Amended Summit View Farms 1st Plat Lots 1 through 20 and 32 through 50 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Amended Summit View Farms 1st Plat Lots 1 through 20 and 32 through 50 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 Amended Summit View Farms 1st Plat Lots 1 through 20 and 32 through 50 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 Amended Summit View Farms 1st Plat Lots 1 through 20 and 32 through 50 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 Kansas City Water
4800 E. 63rd Street
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:
Summit View Farms Development Group, LLC
P.O. Box 291
Lee's Summit, MO, 64063
William P. Kenney
Phone: (816) 838-0552

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 Jackson 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 Facility.

ATTESTATION BY CITY CLERK:



City Clerk

KANSAS CITY, MISSOURI

By: 

Director of Kansas City Water

Approved as to form:



Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

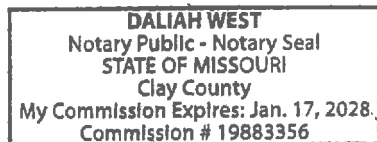
BE IT REMEMBERED that on this 20 day of March, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of Kansas City Water, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the 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: Jan. 17, 2028



OWNER
Summit View Farms Development Group, LLC

P.O. Box 291, Lee's Summit, MO, 64063
William P. Kenney
816.838.0552

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

By: William P. Kenney

Title: Administrative Member

Date: 3-11-25

Check one:

() Sole Proprietor

() Partnership

() Corporation

(X) Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 11th day of March, 2025,
before me, the undersigned notary public in and for the county and state aforesaid, came
William P. Kenney, to me personally known, who being by me duly sworn did
say that he is the Administrative Member of Summit View Farms Development Group, 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.

Rhonda A Griego
Notary Public

My commission expires: 11/29/2028

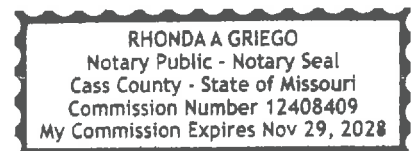


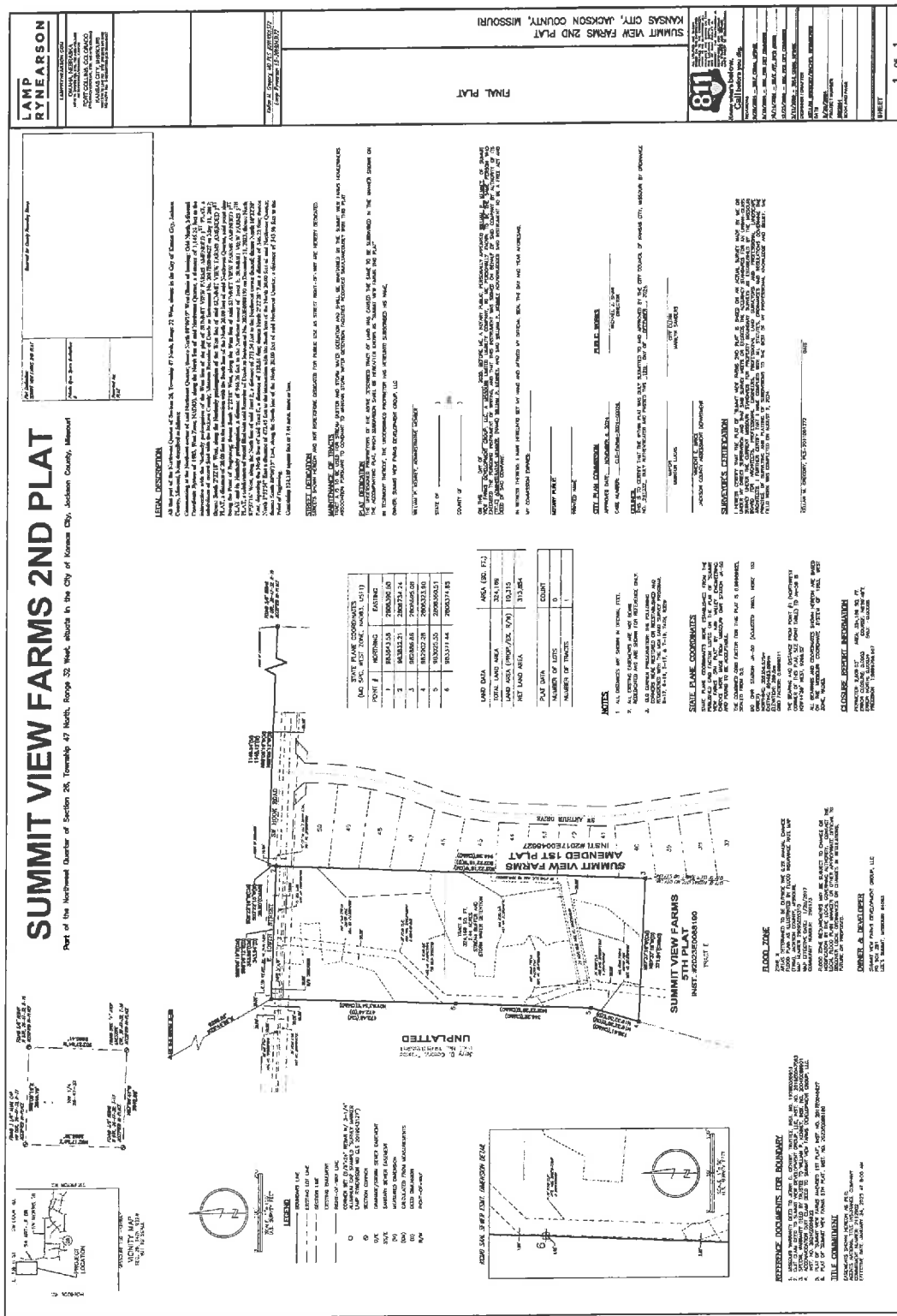
EXHIBIT A
Legal Description

All that part of the Northwest Quarter of Section 26, Township 47 North, Range 32 West, situate in the City of Kansas City, Jackson County, Missouri, being described as follows:

Commencing at the Northeast corner of said Northwest Quarter; thence North 88°06'19" West (Basis of bearing: Grid North, Missouri Coordinate System of 1983, West Zone, NAD83), along the North line of said Northwest Quarter, a distance of 1,145.24 feet to the intersection with the Northerly prolongation of the West line of the plat of SUMMIT VIEW FARMS AMENDED 1ST PLAT, a subdivision of record filed with the Jackson County, Missouri Recorder of Deeds as Instrument No. 2017E0048627 on May 31, 2017; thence South 2°22'18" West, along the Northerly prolongation of the West line of said SUMMIT VIEW FARMS AMENDED 1ST PLAT, a distance of 20.00 feet to the intersection with the South line of the North 20.00 feet of said Northwest Quarter, said point also being the Point of Beginning; thence South 2°22'18" West, along the West line of said SUMMIT VIEW FARMS AMENDED 1ST PLAT and its Northerly prolongation, a distance of 946.26 feet to the Northeast corner of Tract E, SUMMIT VIEW FARMS 5TH PLAT, a subdivision of record filed with said Recorder of Deeds as Instrument No. 2023E0088190 on December 11, 2023; thence North 87°37'16" West, along the North line of said Tract E, a distance of 371.54 feet to the Northwest corner thereof; thence North 16°32'20" East, departing the North line of said Tract E, a distance of 128.61 feet; thence North 2°22'28" East a distance of 346.22 feet; thence North 1°53'54" East a distance of 472.45 feet to the intersection with the South line of the North 20.00 feet of said Northwest Quarter; thence South 88°06'19" East, along the South line of the North 20.00 feet of said Northwest Quarter, a distance of 343.96 feet to the Point of Beginning.

Containing 324,169 square feet or 7.44 acres, more or less.

{11530 / 002; 1029153.2 }
4913-9248-7452, v. 2



RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

06/09/2025 1:15 PM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0040056

Book: 224 Page: 27

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

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pursuant to RSMo 59.310.4.

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Diana Smith
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

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**Division of Finance – Collection Department**

Jackson County, MO

Tax Certificate415 E 12th Street

Kansas City, MO 64106

Taxpayer Services: (816) 881-3232

Business Taxes: (816) 881-3186

INSTRUCTIONS TO TAXPAYER

1. Have Part I of this Tax Certificate completed by the GIS Department.
2. Take to Taxpayer Services at either the Kansas City or Independence Courthouse. They will complete Parts II and III.
3. You cannot record your plat until these steps are completed.

PART I: TO BE COMPLETED BY GIS DEPARTMENT

Use ONE form for each parcel number

Legal Description: (RTS or Sub)

SUMMIT VIEW FARMS 2ND PLAT

Current Parcel ID: 69-520-98-04-01-0-00-000

GIS Staff: Vincent Brice

Years: 2022 - 2024

Date: 03/19/2025

PART II: TO BE COMPLETED BY COLLECTION DEPARTMENT

Return to GIS Department if unable to follow payment history back three (3) years. Attach document if paid. Attach bill if taxes due.

YEAR	AMOUNT DUE	DATE PAID	VERIFIED BY
2022	0.00	1/3/2023	Altha Young
2023	0.00	12/11/2023	Altha Young
2024	0.00	12/26/2024	Altha Young

PART III: TO BE COMPLETED BY AUTHORIZED COLLECTION DEPARTMENT SUPERVISOR

(This is to certify that, according to the records of the Collection Department, the State, County, and School Taxes for Real Property have been paid in full for 2022-2024 and all prior years for the above described property.)

Date: 3/19/2025

Supervisor: Altha Young