



File #: 230877

ORDINANCE NO. 230877

Approving the plat of Providence Pointe 2nd Plat, an addition in Clay County, Missouri, on approximately 22 acres generally located at the northwest corner of N.E. 108th Street and N. Eastern Avenue, creating 68 lots and 2 tracts for the purpose of detached single unit homes; 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-2021-00064)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Providence Pointe 2nd 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.

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

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on May 17, 2022.

Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Jacobs, Mayor
Marilyn Sanders, City Clerk

OCT 26 2023

Date Passed

This is to certify that General Taxes for 2023, 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, April 18, 2024

Recorded in Clay County, Missouri



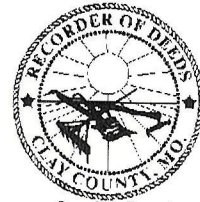
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Book: 9725 Page: 29

Instr #: 2024008518

Pages: 3

Fee: \$27.00 E



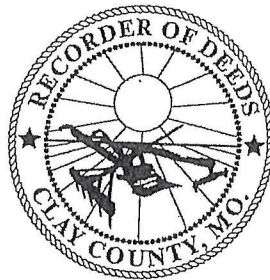
Sandra Brock
Recorder of Deeds

STAR DEVELOPMENT CORP

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.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068



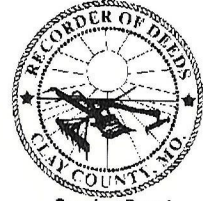
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Instr #: 2024008520

Pages: 7

Fee: \$42.00 S



Sandra Brock
Recorder of Deeds

STAR DEVELOPMENT CORP

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF PROVIDENCE POINTE SECOND PLAT**

THIS COVENANT made and entered into this 25 day of APRIL, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Star Development Corp, a Missouri Corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northwest corner of N.E. 108th Street and N Eastern 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 the Final Plat of Providence Pointe 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 96 through 163 and Tracts 8 through 10 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 Tracts 9 and 10 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 Tracts 9 and 10.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tracts 9 and 10.
- 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 9 and 10 to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts 9 and 10 pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2022-038 (FnPlat No 2021-0064).
- 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 9 and 10 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 9 and 10, and/or the owners of Lots 96 through 163 served by The Facilities on Tracts 9 and 10;
- b. Assess a lien on either Tracts 9 and 10 or on the Lots 96 through 163 or both served by The Facilities on Tracts 9 and 10;
- c. Maintain suit against Owner, and/or the owner of Tracts 9 and 10 and/or the owners of Lots 96 through 163 served by The Facilities on Tracts 9 and 10 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(s) 9 and 10 and Lots 96 through 163 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts 9 and 10 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:

Star Development, Corp.
Attn: Tim Harris
244 W Mill Street, Suite 101
Liberty, Missouri 64068
phone (816) 781-3322

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:

City Clerk

KANSAS CITY, MISSOURI

By: Diane Binckley
Director of City Planning and Development
Department

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Clay)
~~Jackson~~

BE IT REMEMBERED that on this 18 day of April, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Diane Binckley For, 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 17, 2028

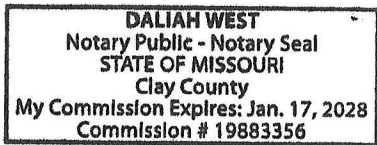
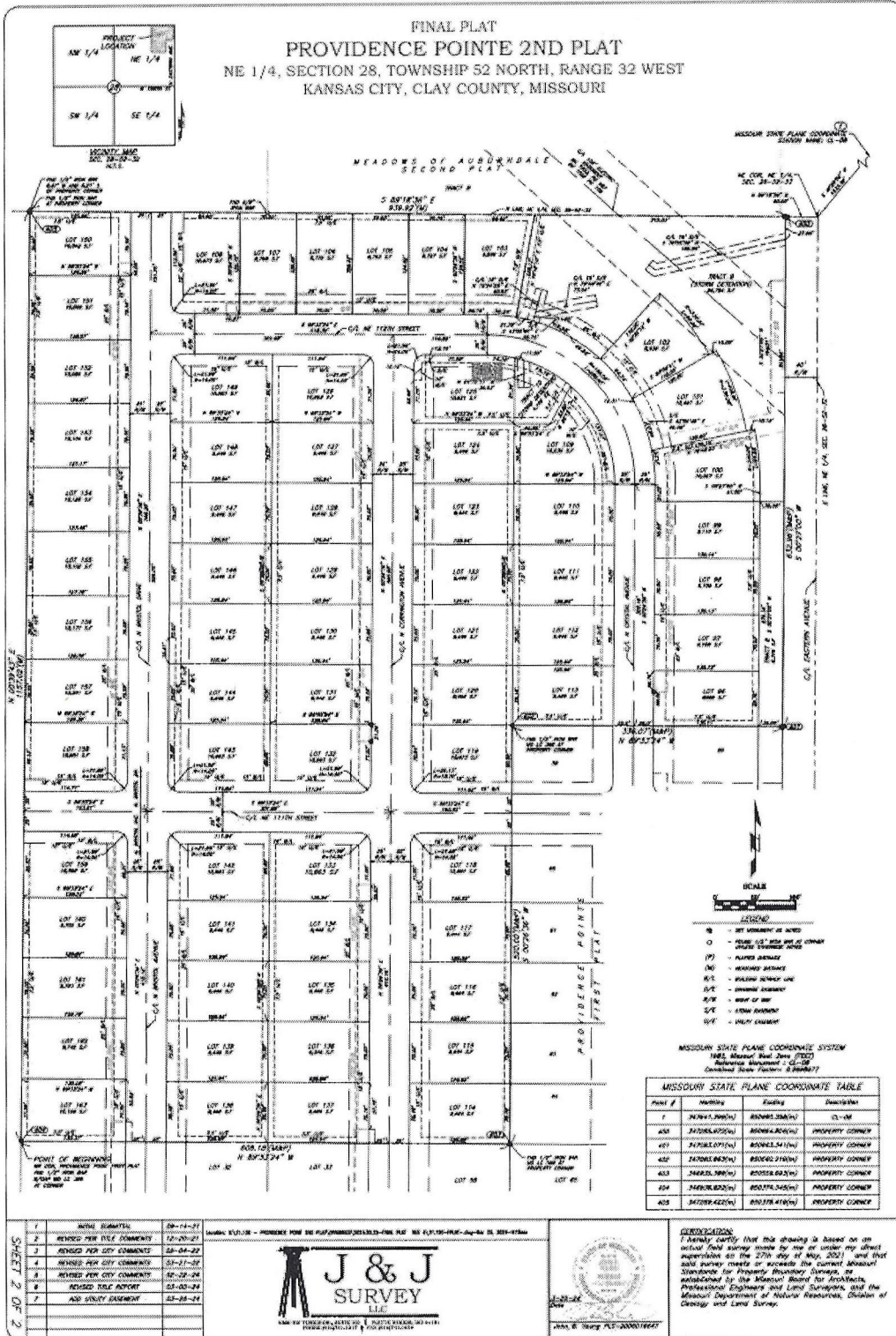


EXHIBIT "A"

Beginning at the Northwest corner of, PROVIDENCE POINTE FIRST PLAT, a subdivision in said Kansas City, Clay County, Missouri;
Thence North $00^{\circ}39'43''$ East, 1157.02 feet to the North line of said Northeast Quarter;
Thence South $89^{\circ}18'36''$ East, along said North line, 939.92 feet to the West Right-of-Way line of N. Eastern Avenue, as now established;
Thence South $00^{\circ}27'00''$ West, along said West Right-of-Way line, 632.96 feet to the Northeast corner of Lot 95, said PROVIDENCE POINTE FIRST PLAT;
Thence along the North line of said PROVIDENCE POINTE FIRST PLAT, the following three courses;
Thence North $89^{\circ}33'24''$ West, 336.07 feet;
Thence South $00^{\circ}26'36''$ West, 520.00 feet;
Thence North $89^{\circ}33'24''$ West, 608.18 feet, to the Point of Beginning.
Contains 913,315 square feet or 20.97 acres more or less.

EXHIBIT "B"



CLD-FnPlat-202110064