

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/10/2024 12:48 PM

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



INSTRUMENT NUMBER / BOOK & PAGE

2024E0069236

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 #: 220536

ORDINANCE NO. 220536

Approving the plat of Ashton Farms, 1st Plat, an addition in Jackson County, Missouri, on approximately 14.83 acres generally located on the south side of East U.S. 40 Highway approximately 1500 feet west of Lee's Summit Road, creating 38 lots and 3 tracts for the purpose of a 38 lot duplex home 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-2022-00022)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Ashton Farms 1st Plat, a subdivision 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 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 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 Jackson County, Missouri.


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

Approved as to form and legality:


Euard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

JUN 23 2022

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, 9/12, 2024

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/10/2024 12:48 PM

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



INSTRUMENT NUMBER / BOOK & PAGE

2024E0069237

Book: 219 Page: 93

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

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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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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/15/2024 12:31 PM

NON-STANDARD FEE: \$25.00 FEE: \$21.00 2 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0070089

Book: Page:
Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

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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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DEED OF RELEASE
(PARTIAL – CORPORATION)

This Deed of Release Witnesseth, that SMF Registered Services, Inc Trustee for Security Bank of Kansas City, a 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 Ashton Farms Development, LLC, dated and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, as Document No. 2024E0008639, in ~~Book~~ _____ at ~~Page~~ _____, 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 Ashton Farms 1st Plat, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. _____, Book _____, Page _____.

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 6th day of August 2024.

(SEAL) 

By: Steven C. Lynn
(Title) EVP STEVEN C. LYNN
EXECUTIVE VICE PRESIDENT

In the State of KS, County of Wyandotte on this 6th day of August, 2024, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is EVP* 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 Officer 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.

* STEVEN C. LYNN
EXECUTIVE VICE PRESIDENT

Sydney Forgy
Notary Public

My commission expires 5/26/27

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/10/2024 12:48 PM

FEE: \$39.00 7 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0069238

Book: Page:

Diana Smith, Recorder of Deeds

COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES PLAT OF ASHTON FARMS 1ST PLAT

THIS COVENANT made and entered into this 31 day of July, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Ashton Farms Development, LLC (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 15215 E US 40 Hwy 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 Ashton Farms 1st 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 of 1 - 38 and Tracts A, B & C 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 2022-052.
- 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 – 3 and 13 - 36 served by The Facilities on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1 – 3 and 13 – 36 or both served by The Facilities on Tract A;
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1 – 3 and 13 – 36 served by The Facilities 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 – 3 and 13 – 36 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

Notices to Owner shall be addressed to:
Ashton Farms Development, LLC
12220 State Line Rd
Leawood, KS 66209
Zac Nichols
zac@dalmarkgroup.com
Tele: 816.285.4614

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.

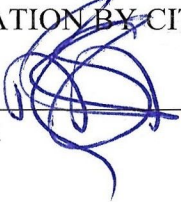
Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.


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 Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

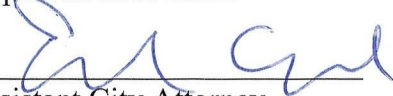
City Clerk



By: 
Director of City Planning and Development

Approved as to form:

Assistant City Attorney



STATE OF MISSOURI)

COUNTY OF Jackson) SS

BE IT REMEMBERED that on this 12th day of September, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mario Vasquez, 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.


Notary Public

My Commission Expires: Jan 23, 2028

MONICA SANDERS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 23, 2028
Commission # 20228246

OWNER
Ashton Farms Development, LLC
12220 State Line Rd
Leawood, KS 66209
Zac Nichols
zac@dalmarkgroup.com
Tele: 816.285.4614

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

By: [Signature]

Title: SVP

Date: 07/31/24

- Check one:
- () Sole Proprietor
 - () Partnership
 - () Corporation
 - (X) Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF KANSAS)
) SS
COUNTY OF Johnson)

BE IT REMEMBERED, that on the 31st day of July, 2024, before
me, the undersigned notary public in and for the county and state aforesaid, came
Zac Nichols, to me personally known, who being by me duly sworn did say
that he is the Senior Vice President of Ashton Farms Development, LLC and that said instrument
was signed on behalf of said Limited Liability Company by authority of its members and
acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the
day and year last above written.

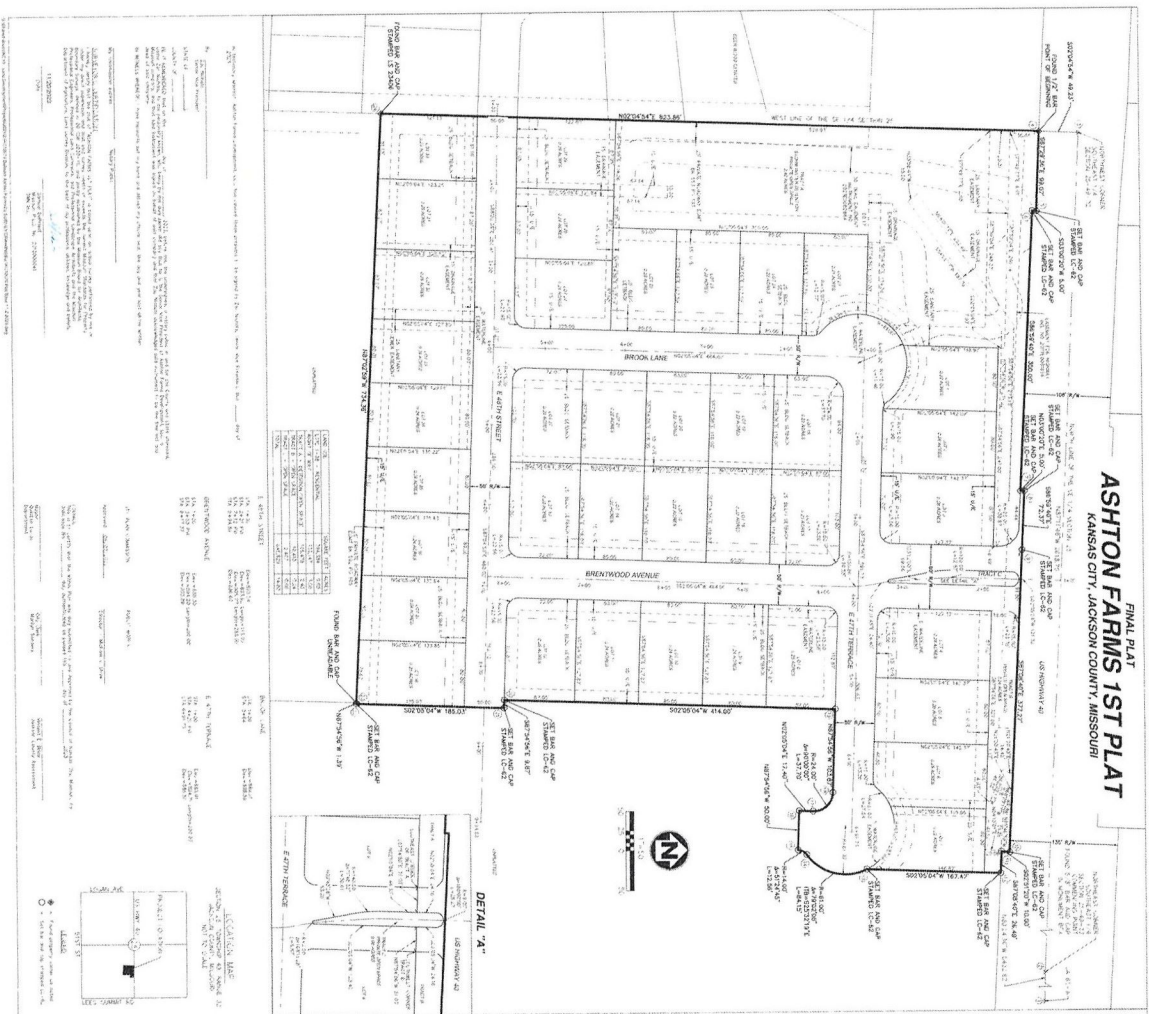
[Signature]
Notary Public

My commission expires: August 4th 2025



EXHIBIT "A"

All that part of the Southeast Quarter of Section 25, Township 49 North, Range 32 West, in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows: commencing at the northeast corner of the Southeast Quarter of said Section 25, thence North 87 degrees 11 minutes 48 seconds West, with the north line of said Section 25, a distance of 2618.75 feet to the northwest corner of the Southeast Quarter of said Section 25; thence South 02 degrees 04 minutes 54 seconds West, a distance of 49.23 feet to the point of beginning; thence South 87 degrees 29 minutes 36 seconds East, with the south line of US Highway 40, a distance of 99.07 feet; thence South 03 degrees 00 minutes 20 seconds West, continuing with said south line of US Highway 40, a distance of 5.00 feet; thence South 86 degrees 59 minutes 40 seconds East, continuing with said south line of US Highway 40, a distance of 350.00 feet; thence North 03 degrees 00 minutes 20 seconds East, continuing with said south line of US Highway 40, a distance of 5.00 feet; thence South 86 degrees 56 minutes 40 seconds East, continuing with said south line of US Highway 40, a distance of 72.37 feet; thence South 87 degrees 08 minutes 40 seconds East, continuing with said south line of US Highway 40, a distance of 377.27 feet; thence South 02 degrees 51 minutes 20 seconds West, continuing with said south line of US Highway 40, a distance of 10.00 feet; thence South 87 degrees 08 minutes 40 seconds East, continuing with said south line of US Highway 40, a distance of 26.49 feet; thence South 02 degrees 05 minutes 04 seconds West, and no longer with the south right-of-way line of US Highway 40, a distance of 167.47 feet; thence on a curve to right, having a radius of 61.00 feet, a central angle of 79 degrees 02 minutes 08 seconds, an initial tangent bearing of South 25 degrees 32 minutes 19 seconds East, an arc distance of 84.15 feet to a point of reverse curvature; thence on a curve to the left, having a radius of 14.00 feet, a central angle of 51 degrees 24 minutes 45 seconds, an arc distance of 12.56 feet; thence North 87 degrees 54 minutes 56 seconds West, a distance of 50.00 feet; thence North 02 degrees 05 minutes 04 minutes East, a distance of 17.40 feet; thence on a curve to the left, having a radius of 24.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 37.70 feet; thence North 87 degrees 54 minutes 56 seconds West, a distance of 103.87 feet; thence South 02 degrees 05 minutes 04 seconds West, a distance of 414.00 feet; thence South 87 degrees 54 minutes 56 seconds East, a distance of 9.87 feet; thence South 02 degrees 05 minutes 04 seconds West, a distance of 185.03 feet; thence North 87 degrees 54 minutes 56 seconds West, a distance of 1.39 feet; thence North 87 degrees 02 minutes 59 seconds West, a distance of 734.36 feet; thence North 02 degrees 04 minutes 54 seconds East, a distance of 823.86 feet to the point of beginning. The above described tract contains 645,829 square feet or 14.83 acres.



STANDARD COVENANTS

1. The owner of any lot within this plat shall be bound by the following covenants, conditions and restrictions, which shall run with the land and bind the heirs, assigns and successors in title of the owner of any lot within this plat.

2. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

3. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

4. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

5. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

6. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

7. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

8. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

9. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

10. The owner of any lot within this plat shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings, and shall not use any lot for any purpose other than the residential use of single-family detached dwellings.

NO.	DESCRIPTION	DATE
1	PRELIMINARY	01/15/2022
2	FINAL	01/15/2022

ASHTON FARMS 1ST PLAT

OWN
 Engineering & Surveying
 1000 N. GARDNER AVENUE
 SUITE 100
 KANSAS CITY, MISSOURI 64108

ENGINEER'S SEAL

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

ASHTON FARMS 1ST PLAT

SHEET NUMBER 1 OF 1

EXHIBIT "B"