



File #: 240592

ORDINANCE NO. 240592

Approving the plat of Limeview, an addition in Jackson County, Missouri, on approximately 6 acres generally located on the west side of Holmes Road, approximately 700 feet south of East 127th Street, creating 19 lots and 2 tracts for the purposes of detached residential 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-2023-00025)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Limeview, 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 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 Jackson County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on April 2, 2024.

Approved as to form:


Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

JUL 25 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, February 16, 20²⁵

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

03/27/2025 2:39 PM

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



INSTRUMENT NUMBER / BOOK & PAGE

2025E0020444

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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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

03/27/2025 2:39 PM

NON-STANDARD FEE: EXEMPT

FEE: \$66.00

3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0020445

Book: 222 Page: 61

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

This document has been recorded under exempt status
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Diana Smith
Recorder of Deeds

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

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Independence, MO 64050

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

03/27/2025 2:39 PM

FEE: \$39.00

7 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0020446

Book: Page:

Diana Smith, Recorder of Deeds

COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES PLAT OF LIMEVIEW

THIS COVENANT made and entered into this 4th day of February, 202⁵A, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Limeview Development, LLC (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 12800 Holmes Road 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 Limeview, (**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 1-19 and Tracts A & B 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 A & B 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 A & B.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts A & B.
- 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 A & B to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts A & B pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2023-044.
- 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 A & B 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 A & B and/or the owners of Lots 1-19 served by The Facilities on Tracts A & B;
- b. Assess a lien on either the Tracts A & B or on the Lots 1-19 or both served by The Facilities on Tracts A & B;
- c. Maintain suit against Owner, and/or the owner of Tracts A & B and/or the owners of Lots 1-19 served by The Facilities 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 1-19 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts A & B 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 KC Water
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:
Limeview Development, LLC
4741 Central Street, Suite 1100
Kansas City, Missouri 64112
Emil Brown
(816) 225-6997
lime@ebaconstruction.com

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.

EXHIBIT "A"

All that part of the Southeast Quarter of Section 17, Township 47, Range 33, in the city of Kansas City, Jackson County, Missouri being more particularly described as follows: Commencing at the northwest corner of said Southeast Quarter of Section 17; thence along the north line of the Southeast Quarter of said Section 17, South 88 degrees 46 minutes 38 seconds East, a distance of 659.48 feet to the intersection of said north line of the Southeast Quarter of said Section 17 and the east line of Woodbridge 2nd plat, a subdivision in the city of Kansas City, Jackson County, Missouri and its northerly prolongation; thence along the east line of said Woodbridge 2nd plat and its northerly prolongation, South 00 degrees 00 minutes 53 seconds West, a distance of 659.40 feet to the northeast corner of said Woodbridge 2nd Plat and said point also being the point of beginning; thence continuing along the east line of said Woodbridge 2nd plat, South 00 degrees 00 minutes 53 seconds West, a distance of 657.39 feet; thence continuing along the east line of said Woodbridge 2nd plat, South 88 degrees 53 minutes 25 seconds East, a distance of 379.93 feet to a point of curvature and said point also being on the westerly right-of-way line of Holmes Road; thence on a curve to the right, having a radius of 1400.94 feet, a central angle of 07 degrees 13 minutes 51 seconds, an initial tangent bearing of North 08 degrees 45 minutes 12 seconds West, an arc distance of 176.80 feet; thence continuing along the westerly right-of-way line of Holmes Road, on a curve to the right, having a radius of 1259.92 feet, a central angle of 22 degrees 17 minutes 24 seconds, an arc distance of 490.15 feet, thence North 88 degrees 53 minutes 56 seconds West, a distance of 445.37 feet to the point of beginning, The above described tract contains 252,210 square feet, 5.79 acres.

