



File #: 240593

ORDINANCE NO. 240593

Repealing Ordinance No. 230589 that approved the plat of Columbus Park Townhomes and enacting a new ordinance that approves the plat of Pacific Street Townhomes, an addition in Jackson County, Missouri, on approximately 0.7 acres generally located at the southwest corner of Pacific Street and Troost Avenue, creating 12 lots and 1 tract for the purpose of townhomes; accepting various easements; 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-2022-00013)

WHEREAS, on August 8, 2023, City Council passed Ordinance No. 230589, which approved the plat of Columbus Park Townhomes; and

WHEREAS, when the developer went to record the plat, they discovered a previously approved plat in Jackson County named Columbus Park Townhomes; and

WHEREAS, the Jackson County Recorder of Deeds does not permit the recording of plats with identical names; and

WHEREAS, this ordinance repeals Ordinance No. 230589 and approves the plat with a new name – Pacific Street Townhomes; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Pacific Street Townhomes, 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 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 4. 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 5. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on August 16, 2022.

This is to certify that General Taxes for 20__, 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, _____, 20__



Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

JUL 25 2024

Date Passed

Approved as to form:

[Handwritten signature]

Eluard Alegre
Associate City Attorney

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 *[Handwritten signature]*

Dated, July 31, 2024

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

08/06/2024 3:25 PM

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



INSTRUMENT NUMBER / BOOK & PAGE

2024E0052156

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

08/07/2024 3:16 PM

NON-STANDARD FEE: \$25.00 FEE: \$48.00 11 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0052471

Book: Page:
Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged the non-standard fee pursuant to RSMo 59.310.3. 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

This page has been recorded as a permanent part of your document. Please do not remove.

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF PACIFIC STREET TOWNHOMES**

THIS COVENANT made and entered into this ____ day of _____, 2____, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of DAK Pacific, LLC, a Missouri limited liability company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 1015 Pacific Street 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 Pacific Street Townhomes (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, pursuant to the Plat, Owner intends to subdivide the Property and create pursuant to the Plat Lots 1 through 11 and Tract A as shown on Exhibit "B" attached hereto.

WHEREAS, the improvements proposed by Owner on the Property warrant storm water control to serve Lots of 1 through 11 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, simultaneous with the recordation of the Plat, Owner intends to subject Lots 1-11 and Tract A to a Declaration of Association and Covenants, Conditions, Restrictions and Easements (the **Declaration**);

WHEREAS, pursuant to the Declaration, the Owner intends to convey Tract A to the Pacific Street Townhomes Association, a Missouri mutual benefit nonprofit corporation (such entity, its successor and assigns, the "**Tract A Owner**");

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. The Tract A Owner at its sole cost, and pursuant to the Declaration, 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 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 A pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2023-012.
- 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 the Tract A Owner or the owners of Lots 1 through 11 served by the Facility on Tract A;
- b. Assess a lien on either the Tract or on the Lots 1 through 11 or both served by the Facility on Tract A;
- c. Maintain suit against the Tract A Owner, or in the event the Tract A Owner is not in good standing, the owners of Lots 1 through 11 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 Tract A Owner and the then-current owners of Lots 1 through 11 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Tract A Owner and/or the owner of Lots 1-11 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. Further, until the conveyance of Tract A to the Tract A Owner, Owner shall perform all obligations assigned to Tract A Owner in this agreement.

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:
DAK Pacific, LLC
Kansas City, MO 64114
Andrew Ganahl
202-841-4876
Email: andrew@andkc.com

Notices to Tract A Owner shall be addressed to:
Pacific Street Townhomes Association
Kansas City, MO 64114
Andrew Ganahl
202-841-4876
Email: andrew@andkc.com

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City and the Tract A Owner.

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, Owner 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. DAK Pacific LLC shall 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

Marilyn Sanders

By:

Jeffrey Williams
Director of City Planning and Development

Jeffrey Williams

Approved as to form:

Assistant City Attorney

Alegre Eluard

STATE OF MISSOURI)

) SS

COUNTY OF Jackson)

BE IT REMEMBERED that on this 11 day of July, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeff Williams, 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

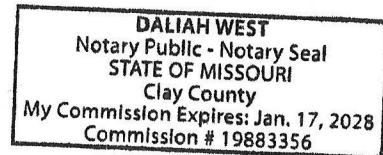


EXHIBIT "A"

Property Legal Description

EXISTING TRACTS DESCRIPTION:

TRACT 1: THE WEST 30.5 FEET OF THE NORTH 20 FEET OF LOT 21, THE WEST 30.5 FEET OF LOT 22 AND THE WEST 30.5 FEET OF LOT 23, BLOCK 79, EAST KANSAS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 2: ALL THAT PART OF LOTS 21, 22 AND 23, BLOCK 79, EAST KANSAS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 23, AFORESAID; THENCE SOUTHERLY ALONG THE WESTERLY LINES OF LOTS 23, 22 AND 21, 120 FEET; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF LOT 21, AFORESAID, TO A POINT IN THE WEST LINE OF ALLEY 122 FEET WEST OF THE WEST LINE OF TROOST AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID ALLEY TO POINT IN THE SOUTHERLY LINE OF PACIFIC STREET 122 FEET WEST OF THE WEST LINE OF TROOST AVENUE; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID PACIFIC STREET TO THE POINT OF BEGINNING, EXCEPT THE WESTERLY 30.5 FEET OF ABOVE DESCRIBED TRACT.

TRACT 3: BEGINNING 52.2 FEET WEST OF THE NORTHEAST CORNER OF LOT 23; THENCE WEST ON THE NORTH LINE OF SAID LOT, 57.8 FEET; THENCE SOUTH 52.17 FEET; THENCE EAST 69.45 FEET; THENCE NORTH 49.70 FEET TO THE BEGINNING, PART OF LOT 23, BLOCK 79, EAST KANSAS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 4: ALL THAT PART OF LOT 23, BLOCK 79, EAST KANSAS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE WEST 52.5 FEET; THENCE SOUTHERLY 49.7 FEET TO THE SOUTH LINE THEREOF; THENCE EAST 20.55 FEET TO A POINT SITUATED 20 FEET WEST SOUTHEAST CORNER OF SAID LOT 23; THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID LOT WHICH POINT IS 25 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 27.5 FEET TO THE POINT OF BEGINNING.

TRACT 5: THE EAST 26 FEET OF LOTS 1 AND 2, BLOCK 79, EAST KANSAS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI.

TRACT 6: THAT PART OF LOTS 21, 22, AND 23, IN BLOCK 79, EAST KANSAS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 23, BLOCK 79; THENCE NORTH 75 DEGREES 36 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23, 119.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 75 DEGREES 36 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 23, 12.50 FEET; THENCE SOUTH 02 DEGREES 18 MINUTES

18 SECONDS WEST, 156.60 FEET TO THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 75 DEGREES 36 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 21, 86.16 FEET TO THE WEST LINE OF SAID LOT 21; THENCE NORTH 14 DEGREES 43 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21, 30.00 FEET; THENCE NORTH 75 DEGREES 36 MINUTES 32 SECONDS EAST, 82.83 FEET; THENCE NORTH 02 DEGREES 18 MINUTES 18 SECONDS EAST, 125.28 FEET TO THE POINT OF BEGINNING.

TRACT 7: ALL THAT PART OF LOTS 20, 21 AND 22, BLOCK 79, EAST KANSAS, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 23, THENCE NORTH 75 DEGREES 36 MINUTES 32 SECONDS EAST, ALONG THE NORTH LINE OF LOT 23, 131.55 FEET; THENCE SOUTH 02 DEGREES 32 MINUTES 40 SECONDS WEST, 52.16 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75 DEGREES 36 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE OF SAID LOT 22, 96.01 FEET; THENCE SOUTH 28 DEGREES 05 MINUTES 30 SECONDS WEST, 159.64 FEET; THENCE SOUTH 83 DEGREES 06 MINUTES 03 SECONDS WEST, 104.54 FEET TO A POINT ON THE WEST LINE OF SAID LOT 20; THENCE NORTH 14 DEGREES 43 MINUTES 37 SECONDS WEST, ALONG SAID WEST LINE, 4.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 20; THENCE NORTH 75 DEGREES 36 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 20, 85.00 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 40 SECONDS EAST, 104.64 FEET TO THE POINT OF BEGINNING, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHTS-OF-WAY.

NOTE: THE ABOVE DESCRIBES THE SAME PROPERTY AS DESCRIBED IN EXHIBIT "A" OF COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, COMMITMENT NUMBER: NCS-1185610-KCTY, COMMITMENT DATE: JULY 13, 2023.

EXHIBIT "B"

Plat

