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Document Title: Covenant to Maintain Storm Water Detention Facility
(Northstar Villas)
Date of Document: _____, 2024
Grantor Name: Star Development Corporation
Grantee Name: Kansas City, Missouri
Statutory Address: 414 East 12th Street
Kansas City, MO 64106
Legal Description: See Exhibits A and B

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF NORTHSTAR VILLAS**

THIS COVENANT made and entered into this ____ day of _____, 2____, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Star Development Corporation, a Missouri corporation (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southwest corner of Missouri Route 291 (N.E. Cookingham Drive) 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 Plat of Northstar Villas, (**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 through 36 and Tracts A, B, C and D 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 and D 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 and D.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts A and D.
- 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 and D to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts A and D pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No ____.
- 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 and D 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 and D, and/or the owners of Lots 1 through 36 served by the Facility on Tracts A and D;
- b. Assess a lien on either the Tracts A and D or on the Lots 1 through 36 or both served by the Facility on Tracts A and D;
- c. Maintain suit against Owner, and/or the owner of Tracts A and D and/or the owners of Lots 1 through 36 served by the Facility on Tracts A and D 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 and D and Lots 1 through 36 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts A and D 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

Notice to Star Development Corporation shall be addressed to:
Attention: Timothy D. Harris, President
244 W. Mill Street, Suite 101
Liberty, MO 64068
(816) 781-0816 (fax)

With copies to:
Patricia R. Jensen, Esq.
Rouse Frets White Goss Gentile Rhodes P.C.
4510 Belleview; Suite 300
Kansas City, MO 64111
816-753-9201 (fax)

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:

KANSAS CITY, MISSOURI

By: _____

City Clerk

City's Director of City Planning &
Development

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF _____)

BE IT REMEMBERED that on this ___ day of _____, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of the Department of City Planning and Development of the City 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 the City 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: _____

DEVELOPER:

STAR DEVELOPMENT CORPORATION,
a Missouri Corporation

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

By: _____
Timothy D. Harris, President

Date: _____

Check one:

() Sole Proprietor

() Partnership

(X) Corporation

() Limited Liability Company (LLC)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024, before me appeared Timothy D. Harris, to me personally know, who, being by me duly sworn, did say that he is the President of **Star Development Corporation**, a Missouri Corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its members, and he acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public within and for said
County and State

My term expires: _____

EXHIBIT "A"

A part of Lot 13, NORTH STAR AT AUBURNDALE SUBDIVISION, a subdivision of land recorded November 22, 2017 and filed as Instrument Number 2017039885 in Book I, Page 13.1, in The City of Kansas City, Clay County, Missouri, said Lot being more particularly described as follows:

Beginning at the North corner of Lot 1, NORTH STAR AT AUBURNDALE SUBDIVISION;
Thence South 68°20'54" West, along the North line of said Lot 1, 125.00 feet, to the East Right-of-Way line of Bristol Avenue, as established by MEADOWS OF AUBURNDALE SECOND PLAT, a subdivision of land recorded June 21, 2006 as Instrument Number 2006026523 in Book 5, Page 66;
Thence North 21°39'06" West, along said East Right-of-Way line, 60.00 feet;
Thence North 68°20'54" East, 124.29 feet, departing said East Right-of-Way line;
Thence North 21°39'06" West, 111.24 feet;
Thence North 43°55'57" West, 173.28 feet;
Thence North 52°08'53" West, 136.64 feet;
Thence North 34°50'38" West, 191.83 feet;
Thence North 20°54'33" West, 134.02 feet;
Thence North 16°59'06" West, 136.19 feet;
Thence South 79°56'12" West, 130.65 feet, to a point on said East Right-of-Way line of Bristol Avenue;
Thence along said East Right-of-Way line, on a curve to the right, having an initial tangent bearing North 13°04'48" West, a radius of 475.00 feet and an arc length of 50.02 feet;
Thence North 79°56'12" East, 126.42 feet, departing said East Right-of-Way line;
Thence North 03°46'43" East, 122.95 feet;
Thence North 17°41'12" East, 200.31 feet;
Thence North 25°42'57" East, 124.46 feet;
Thence North 27°22'04" East, 164.43 feet, to a point on the South Right-of-Way line of Missouri State Highway Route 291, as now established;
Thence along said South Right-of-Way line, on a curve to the right, having an initial tangent bearing South 62°25'29" East, a radius of 1366.39 feet and an arc length of 260.75 feet;
Thence South 51°29'26" East, continuing on said South Right-of-Way line, 651.49 feet;
Thence continuing along said South Right-of-Way line, on a curve to the right, tangent to the last described course, having a radius of 25.00 feet and an arc length of 39.27 feet, to the West Right-of-Way line of Eastern Avenue, as now established;
Thence South 38°30'34" West, along said West Right-of-Way line, 73.10 feet;
Thence continuing along said West Right-of-Way line, on a curve to the left, tangent to the last described course, having a radius of 552.00 feet and an arc length of 560.92 feet;
Thence South 19°42'43" East, continuing along said West Right-of-Way line, 310.48 feet;
Thence South 84°29'01" West, 363.41 feet, to the West line of Lot 13, said NORTH STAR AT AUBURNDALE SUBDIVISION;
Thence North 21°39'06" West, along said West line, 103.78 feet, to the Point of Beginning.
Contains 834,913 square feet or 19.17 acres more or less.

EXHIBIT “B”