

January 3, 2019

VIA HAND DELIVERY

Ms. Marilyn Sanders, City Clerk
City Clerk's Office
City Hall, 25th Floor
414 East 12th Street
Kansas City, Missouri 64106

Re: Replat of Tract 56, Maple Park Gardens

Dear Marilyn:

Enclosed please find the following original documents recorded with the Clay County Recorder of Deeds regarding the above-captioned plat:

- Ordinance No. 180363, recorded as Instrument No. 2018040027;
- Unsecured Deferral Agreement for Street, Curb, Gutter, Sidewalks and Streetlight Improvements, recorded as Instrument No. 2018040029; and
- The Final Plat of Replat of Tract 56, Maple Park Gardens, recorded as Instrument No. 2018040028.

It is our understanding that upon receipt of these originals in the City Clerk's office, the City now considers them recorded.

If you have any questions, please let me know.

Very truly yours,



Alexandra M. Bluhm
Paralegal

AMB:amb

Enclosure

Cc: Mr. Thomas Holloway, via hand delivery, w/ reduced encl.
Mr. Gene Owen, via U.S. Mail and e-mail (eugeneowen@gmail.com), w/ encl.
Mr. Sam Aylett, via e-mail (sam@sams-survey.com), w/ encl.
James C. Bowers, Jr., Esq., via e-mail (jbowers@rousepc.com), w/ encl.

Recorded in Clay County, Missouri



Recording Date/Time: 12/17/2018 at 09:04:23 AM

Instr #: 2018040029

Book: 8336 Page: 10

Type: AGR

Pages: 8

Fee: \$67.00 N 20180033564

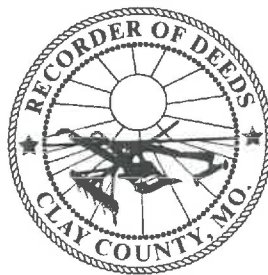


Katee Porter
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Katee Porter
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

EXHIBIT A TO COMMITTEE SUBSTITUTE 170775

UNSECURED DEFERRAL AGREEMENT
FOR STREET, CURB, GUTTER, SIDEWALKS AND STREETLIGHT IMPROVEMENTS
MAPLE PARK GARDENS PLAT

THIS AGREEMENT made and entered into this 6th day of July 2018, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (“**City**”), and Blue Jacket, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, Developer owns the land (“**Property**”) generally located at the northwest corner of N. Drury Avenue and N.E. 62nd Street in Kansas City, Clay County, Missouri, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, on the 24th day of May 2018, the City approved a final plat (“**Plat**”) (Case No. SD 1567A) for the Property by passage of Ordinance No. 180363 (the “**Plat Ordinance**”), a copy of which is attached as Exhibit “B”. The City is requiring that those public street (street, curb, gutter, sidewalk and streetlights) improvements along N. Drury Avenue and N.E. 62nd Street that are located on the boundaries of the Property (the “**Public Street Improvements**”) and shown on the Plat be constructed in connection with the approval of the Plat; and

WHEREAS, the Approval Ordinances require, among other things, the developers of the Property to complete the Public Street Improvements with the development of Final Plat, as required by the City Planning & Development Department; and

WHEREAS, the Approval Ordinances further provide that Developer, as the developer of the property in the Maple Park Gardens Plat, may enter into a deferral agreement for that portion of the Public Street Improvements that are adjacent to the portion of the Property in the Maple Park Gardens Plat (such portion of the improvements being referred to as the “**Deferred Improvements**”); and

WHEREAS, City and Developer agree that it is not essential to the platting of the Property that the Public Street Improvements be constructed at this time and that the required Public Street Improvements may be deferred to a future time.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations contained herein, City and Developer agree as follows:

1. **Scope.** The purpose of this Agreement is to provide for the construction of the Deferred Improvements, at the expense of Developer, to standards required by the City Planning & Development Department.
2. **Developer’s Obligations:** Developer agrees:
 - a. To construct or cause to be constructed the Deferred Improvements, at such time as like public street improvements are constructed to the west for the N.E. 62nd Street Improvements and like public improvements are constructed to the north for the N. Drury Street Improvements so as to match the Deferred Improvements required by this Agreement.

b. That upon notification from the City's Director of City Planning & Development Department ("Department") that the Department has issued construction permits for the construction of like improvements for N.E. 62nd Street immediately to the west of the Plat and that the Department has issued construction permits for N. Drury Avenue immediately to the north of the Plat, Developer shall (i) submit or cause to be submitted, at Developer's cost, construction plans for the Deferred Improvements (either separately or as part of the overall construction plans for the Public Street Improvements) for approval and obtain all necessary permits and easements required to construct the Deferred Improvements at Developer's cost; and (ii) construct or cause to be constructed the Deferred Improvements according to the City's standards, all incorporated herein by reference; and (iii) commence or cause to be commenced construction of the Deferred Improvements within 90 days of receipt of notice from the City Planning & Development Department. Notwithstanding anything to the contrary contained in this Agreement, if during the term of this Agreement the Director provides notice that construction of the Deferred Improvements commence as provided in this Section 2(a) and the Developer fails to perform the obligations set forth in this Section 2 with respect to the Deferred Improvements within 30 days after the City gives Developer notice of default (it being agreed that such default shall be deemed cured if Developer commences to rectify such default within the 30 day period and thereafter completes the same with due diligence), then the City may thereafter construct the Deferred Improvements and charge the cost of the construction against the Property provided in the Plat.

3. City's Obligations. City agrees:

- a. To accept the Plat when the Developer has met all of the requirements of Chapter 88 and complied with all other applicable laws and regulations; and
- b. To defer construction of the Deferred Improvements, as provided herein; and
- c. Construct the Deferred Improvements if Developer fails to construct or fails to cause to be constructed the Deferred Improvements in accordance with Section 2 (Developer's Obligations) herein and charge the cost of construction against the Property provided in the Plat.
- d. Accept an assignment of this Agreement by Developer to its successors and assigns, so long as the successors and assigns assume the obligations hereunder.

4. Terms of Agreement. The terms of this Agreement shall be binding on Developer and the City beginning on the date that it is executed by the City.

5. Assignment. Developer shall remain liable under the terms of this Agreement unless and until:

- a. The Deferred Improvements are constructed and accepted by the City; or
- b. Developer assigns its rights and obligations to a third party and that assignment is accepted by City.

6. Notice. All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile. 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 Developer:

Mr. Gene Owen
Blue Jacket, LLC
4512 N. Mulberry Drive
Kansas City, Missouri 64116

With a copy to:

James C. Bowers Jr., Esq.
White Goss, a Professional Corporation
4510 Belleview, Suite 300
Kansas City, Missouri 64111
(816) 753-9200 (Phone Number)
(816) 753-9201 (Fax Number)

7. Amendment. This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

8. Severability. Invalidation of any part or parts of this Agreement by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

9. Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

10. Recording. Upon the effective date of this Agreement, the City shall file this Agreement in the Office for recording real estate documents in Clay County, Missouri, and shall be binding on Developer and City and , their successors, assigns and transferees.

OWNER

BLUE JACKET, LLC

a Missouri limited liability company

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

By: Gene Owen

Printed Name/Title: Gene Owen, Managing Member

Date: 5/29/18

Check one:

Sole Proprietor

Partnership

Corporation

Limited Liability Company (LLC)

STATE OF Missouri)
COUNTY OF Jackson) SS

BE IT REMEMBERED, that on the 29th day of May, 2018, before me, the undersigned notary public in and for the county and state aforesaid, came **Gene Owen**, to me personally known, who being by me duly sworn did say that he is the managing member of Blue Jacket, 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.

Kathy A. Burrison
Notary Public

My commission expires: 1/11/2022



KATHY A. BURRISON
My Commission Expires
January 11, 2022
Jackson County
Commission #13920164

EXHIBIT "A"

LEGAL DESCRIPTION:

All of Tract 56, Maple Park Gardens, Plat of Lots 42 to 101, both inclusive, a subdivision of land in Kansas City, Clay County, Missouri, described as follows: Beginning at the Northwest corner of said Tract 56; thence South 89 degrees 44 minutes 06 seconds East along the North line of said Tract 56, a distance of 410.07 feet, to the Northeast corner of said Tract 56; thence South 00 degrees 10 minutes 02 seconds West, along the East line of said Tract 56, also being the West Right-of-way line of North Drury Ave, a distance of 111.86 feet, to the Southeast corner of said Tract 56; thence North 89 degrees 44 minutes 30 seconds West along the South line of said Tract 56, also being the Northerly Right-of-way line of Northeast 62nd Street, a distance of 414.95 feet to the Southwest corner of said Tract 56; thence North 00 degrees 06 minutes 18 seconds East along the West line of said Tract 56, a distance of 111.91 feet, to the Point of Beginning, containing 46,434 square feet or 1.07 acres, more or less.

Recorded in Clay County, Missouri



Recording Date/Time: 12/17/2018 at 09:04:23 AM

Instr #: 2018040027

Book: 8336 Page: 9

Type: ORD

Pages: 4

Fee: \$30.00 E 20180033564

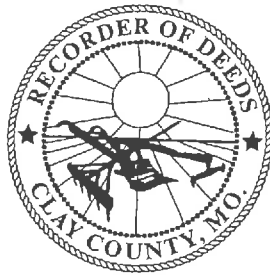


Katee Porter
Recorder of Deeds

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.



Katee Porter
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

RL Patricia
White Goss
4510 Belleview
KC Mo 64111

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ORDINANCE NO. 180363

Approving the plat of Replat of Tract 56, Maple Park Gardens, an addition in Clay County, Missouri, on approximately 1 acre generally located at the northwest corner of N.E. 62nd Street and N. Drury Avenue, creating 5 lots for the purpose of single family residences; 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. (SD1567A)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Replat of Tract 56, Maple Park Gardens, 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 Director of City Planning and Development is hereby authorized to execute an Unsecured Deferral Agreement for Street Improvements, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

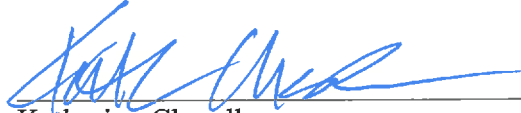
ORDINANCE NO. 180363

Section 4. 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 5. 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 Clay County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on March 6, 2018.

Approved as to form and legality:



Katherine Chandler
Associate City Attorney

This is to certify that General Taxes for 20 18, 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 *[Signature]*

Dated, December 12, 2018



Authenticated as Passed

[Signature]
Sly James, Mayor

[Signature]
Marilyn Sanders, City Clerk

MAY 24 2018
Date Passed