



File #: 240681

ORDINANCE NO. 240681

Approving the plat of Martini Flats, an addition in Jackson County, Missouri, on approximately 1.28 acres generally located on the west side of Oak Street between Linwood Boulevard and E. 31st Street, creating 12 lots for the purpose of single unit residential homes; accepting various easements; 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-2023-00010)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Martini Flats, an addition in Jackson County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

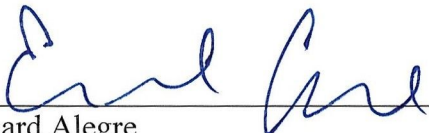
Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, 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 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 5. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 3, 2024.

Approved as to form:


Euard Alegre
Associate City Attorney

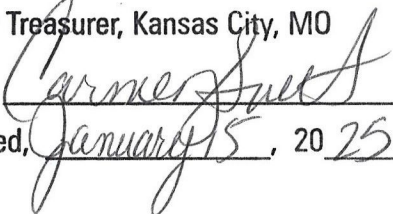
This is to certify that General Taxes for 20~~24~~, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.



Authenticated as Passed

Quinton Lucas, Mayor


Marilyn Sanders, City Clerk

AUG 15 2024
Date Passed

City Treasurer, Kansas City, MO
By 
Dated, January 15, 20 25

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/24/2025 11:34 AM

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



INSTRUMENT NUMBER / BOOK & PAGE

2025E0005821

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

01/24/2025 11:34 AM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 7 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0005822

Book: 221 Page: 94

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt 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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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

01/24/2025 1:10 PM

NON-STANDARD FEE: \$25.00 FEE: \$42.00 9 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0005883

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

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF MARTINI FLATS**

THIS COVENANT made and entered into this 12 day of Nov, 2024 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Skyline Homes KC, LLC, a Limited Liability Corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 3116 Oak 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 MARTINI FLATS, (**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 1-12 and Tracts of A 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 of 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 of 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 KC Water and identified as File No 2023-233.
- 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 1-12 served by the Facility on Tract(s) A.
- b. Assess a lien on either the Tract A or on the Lots 1-12 or both served by the Facility on Tract [A];
- c. Maintain suit against Owner, and/or the owner of Tract A and/or the owners of Lots 1-12 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 Owner and/or the then-current owners of Tract A and Lots 1-12 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 KC Water
City Hall, 414 East 12th Street
Kansas City, Missouri 64106
Fax number: (816) 513-2548

Notices to Owner shall be addressed to:
Skyline Homes KC, LLC
Kevin Green
6610 Royal Street
Pleasant Valley, MO 64068
(816) 407-7500
kevin@kevingreenhomes.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.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: Kenneth C. Morgan
Director of KC Water

Kenneth C. Morgan

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)

) SS

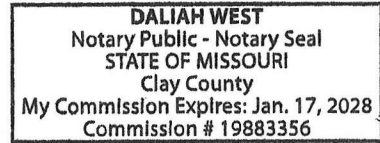
COUNTY OF Jackson)

BE IT REMEMBERED that on this 9 day of December, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, 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



OWNER
Skyline Homes KC, LLC
Kevin Green
6610 Royal Street
Pleasant Valley, MO 64068
(816) 407-7500
kevin@kevingreenhomes.com

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

By: [Handwritten Signature]

Title: MANAGING MEMBER

Date: 11/12/2024

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF MO)
) SS
COUNTY OF Clay)

BE IT REMEMBERED, that on the 12 day of November, 2024 before me, the undersigned notary public in and for the county and state aforesaid, came _____, to me personally known, who being by me duly sworn did say that he is a Member of Skyline Homes KC, LLC, and that said instrument was signed on behalf of said LLC by authority of its LLC's Members and acknowledged said instrument to be the free act and deed of said LLC.

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

[Handwritten Signature]
Notary Public

My commission expires: 01/28/2027

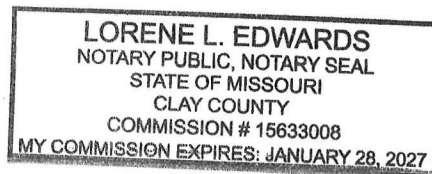


EXHIBIT "A"

THE SOUTH 32 FEET OF LOT 10, AND ALL OF LOTS 11 THROUGH 20 INCLUSIVE, SPRINGFIELD PARK, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 20; THENCE N02°27'24"E, ALONG THE WESTERLY LINES OF SAID LOTS 10 THROUGH 20, A DISTANCE OF 431.07 FEET; THENCE S87°26'16"E, A DISTANCE OF 129.17 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 10; THENCE S02°22'35"W, ALONG THE EASTERLY LINES OF SAID LOTS 10 THROUGH 20, A DISTANCE OF 431.13 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 20; THENCE N87°24'34"W, ALONG THE SOUTHERLY LINE OF SAID LOT 20, A DISTANCE OF 129.77 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

