

13/10 (5)

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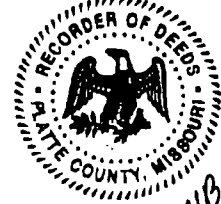
Pages: 10

Fee: \$73.00 N



Grantor: KANSAS CITY MISSOURI

Grantee: KANSAS CITY MISSOURI



Gloria Boyer, *GB*
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

NON-STANDARD DOCUMENT

The Recorder of Deeds has added this page to your document
per compliance with State law and you have been charged the fee of \$25.00
for a non-standard Document

RSMo 59.310.3 (effective January 1, 2002)

Gloria Boyer
Recorder of Deeds
415 Third St., Suite 70
Platte City, MO 64079

This Page Is Part Of The Document - Do Not Detach

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF EDGEWOOD FARMS**

THIS COVENANT is made and entered into this 22nd day of August, 2016, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Edgewood Farm Partners, LLC, a Missouri Limited Liability Company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located south of the intersection of Roanridge Road and Barry Road, between Roanridge and Barrybrooke and directly north of The Crossings Apartments in Kansas City, Platte County, Missouri (**Property**) more specifically and legally 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 Edgewood Farms (**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 1 to 5 and Tract(s) A and B as shown on Exhibit "B" attached hereto (some of which lots, such as Lot 2, are intended to later be subdivided into multiple lots (i.e., Lot 2A, Lot 2B, etc.); and

WHEREAS, the improvements 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 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 as relates to Lots 1-4; 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 Lots 1-4 and surrounding areas; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of the Facilities are necessary to serve the development of Lots 1-4.

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, directly or through an agent or qualified third party such as the approved Community Improvement District that governs the development:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the Facilities located on 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 for the Property in the office of the Director of City Planning & Development, and identified as File No. 2015-048.
- 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 owner of Lot 4;
- b. Assess a lien on either Tract A or on Lot 4 or both;
- c. Maintain suit against Owner, and/or the owner of Lot 4 for all costs 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 Lot 4 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 said Tract A, in any manner which would interfere with the operation of the Facilities, or 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

Notices to Owner shall be addressed to:

Edgewood Farm Partners, LLC
c/o Kevin Jones
4520 Madison, Suite 100
Kansas City, Missouri 64111
Fax number: (816) 389-5701

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

Sec. 8. Invalidity 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 Platte, 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.

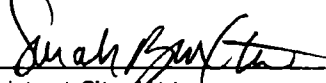
ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI


City Clerk

By: 
Director of City Planning and Development

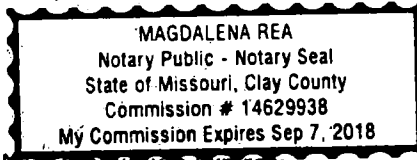
Approved as to form:

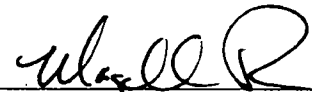

Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 22 day of ^{August}~~July~~, 2016, before me, the undersigned, a notary public in and for the county and state aforesaid, came JEFFREY 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.


MAGDALENA REA
Notary Public - Notary Seal
State of Missouri, Clay County
Commission # 14629938
My Commission Expires Sep 7, 2018


Notary Public

My Commission Expires: SEP 7, 2018

OWNER

Edgewood Farm Partners, LLC, a Missouri
limited liability company

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

By: [Signature]

Title: Manager

Date: 7/18/2016

Check one:

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 18 day of July, 2016, before me, the undersigned
notary public in and for the county and state aforesaid, came Kevin R. Jones, to me personally
known, who being by me duly sworn did say that he is a Manager of Edgewood Farm Partners,
LLC, and that said instrument was signed on behalf of said company by authority of its members
and acknowledged said instrument to be the free act and deed of said company.

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

Amanda Davis
Notary Public

My commission expires: 1/13/18

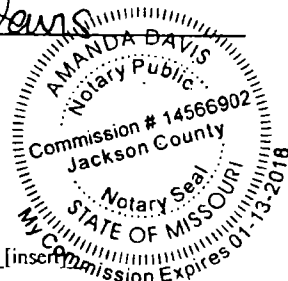


EXHIBIT A

PROPERTY DESCRIPTION
CONTAINING 2,259.154 SQUARE FEET OR 51.86 ACRES

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 51, RANGE 33, AND PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51, RANGE 33, ALL BEING IN KANSAS CITY, PLATTE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 7, THENCE SOUTH 0 DEGREES 26' 21" WEST ALONG THE NORTH AND SOUTH CENTERLINE OF SECTION 7, 1601.98 FEET TO A POINT; THENCE NORTH 89 DEGREES 10' 22" WEST 383.43 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 26' 21" WEST, 1171.71 FEET TO A POINT, SAID POINT BEING APPROXIMATELY 140.7 FEET SOUTH OF THE NORTH LINE OF SECTION 18, TOWNSHIP 51, RANGE 33; THENCE NORTH 89 DEGREES 11' 28" WEST A DISTANCE OF 1980.91 FEET TO A POINT, SAID POINT BEING THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY I-29, SAID POINT ALSO BEING APPROXIMATELY 140.7 FEET SOUTH OF THE NORTH LINE OF SECTION 18, TOWNSHIP 51, RANGE 33; THENCE NORTH 0 DEGREES 9' 17" EAST ALONG SAID EAST HIGHWAY LINE A DISTANCE OF 368.0 FEET TO A POINT; THENCE NORTH 15 DEGREES 31' 51" EAST A DISTANCE OF 207.42 FEET TO A POINT; THENCE NORTH 11 DEGREES 4' 14" EAST A DISTANCE OF 619.39 FEET TO A POINT, WHICH POINT IS ON THE EAST LINE OF I-29; THENCE SOUTH 89 DEGREES 10' 22" EAST A DISTANCE OF 1814.43 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"