

Recorded in Clay County, Missouri



Recording Date/Time: 03/25/2026 at 12:08:45 PM
Book: 10132 Page: 11

Instr #: 2026007647

Pages: 3

Fee: \$27.00 E

RICK FRYE

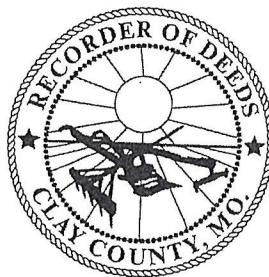


Sandra Brock
Recorder of Deeds

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.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068



File #: 250940

ORDINANCE NO. 250940

Approving the plat of Creekside Second Plat, an addition in Clay County, Missouri, on approximately 9 acres generally located at the northwest corner of Northeast 104th Street and North Hawthorne Avenue within the existing Creekside Development, creating 28 lots and 2 tracts for the purpose of a residential development; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development and Director of Water Services to execute and/or accept certain agreements; and directing the City Clerk to facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2023-00033)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Creekside Second Plat, 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 grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

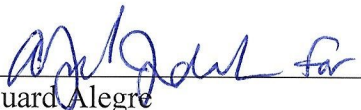
Section 4. That the Director of Water Services is hereby authorized to execute a Covenant to Maintain Stormwater and BMP Easement Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. 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 6. 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 Clay County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on October 1, 2025.

Approved as to form:


Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor

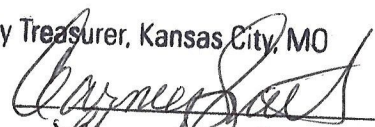

Marilyn Sanders, City Clerk

NOV 06 2025

Date Passed

This is to certify that General Taxes for 2025, 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, March 23, 2026

Recorded in Clay County, Missouri



Recording Date/Time: 03/25/2026 at 12:08:45 PM
Book: 10132 Page: 13

Instr #: 2026007650

Pages: 8

Fee: \$67.00 N

RICK FRYE

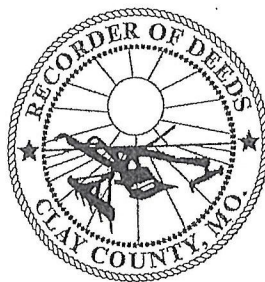


Sandra Brock
Recorder of Deeds

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.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF CREEKSIDE SECOND PLAT**

THIS COVENANT made and entered into this 9th day of March, 2026, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of **Creekside Land , LLC**, a **Limited Liability Company**, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the north side of N.E. 104th Street and 2,150 ft east of Missouri Highway 291 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 **Creekside Second Plat**, (**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 **34 through 61** and Tracts **I & J** 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 D within the Creekside First Plat, as shown on Exhibit "C", 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 D of Creekside First Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract D of Creekside First Plat.
- 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 D of Creekside First Plat to the limits prescribed by the Kansas City Code of Ordinances.**
- f. Maintain the grades within Tract D Creekside First Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2019-067.
- 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 D of Creekside First Plat 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 I **and/or** the owners of Lots 34 through 47 and 55 through 61 served by the Facility on Tract D of Creekside First Plat;
- b. Assess a lien on either the Tract I or on the Lots 34 through 47 and 55 through 61 or both served by the Facility on Tract D of Creekside First Plat;
- c. Maintain suit against Owner, and/or the owner of Tract I and/or the owners of Lots 34 through 47 and 55 through 61 served by the Facility on Tract D of Creekside First Plat 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 I and Lots 34 through 47 and 55 through 61 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract D Creekside First Plat 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
4800 East 63rd Street
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:
Creekside Land, LLC
A Limited Liability Company
Warrensburg, MO 64093
Richard Frye, Managing Member
Fax: (660) 429-1801 Phone: (816) 564-2230

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.

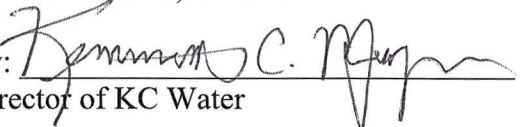
Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:



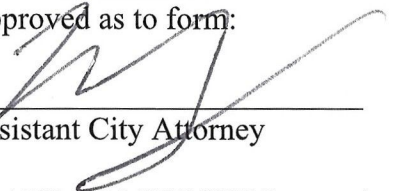
City Clerk

KANSAS CITY, MISSOURI

By: 

Director of KC Water

Approved as to form:

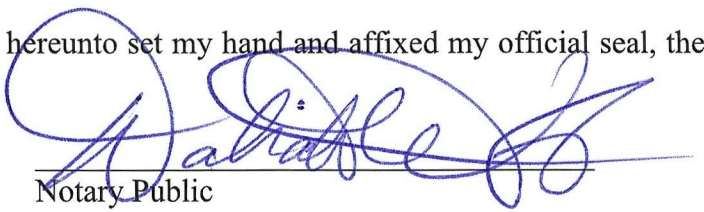


Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

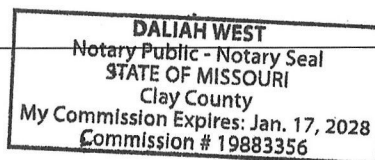
BE IT REMEMBERED that on this 9 day of March, 2026, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the 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.



Notary Public

My Commission Expires: _____



OWNER
Creekside Land, LLC
A Limited Liability Company
Warrensburg, MO 64093
Richard Frye, Managing Member
Phone: (816) 564-2230

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

By: Richard Frye
Richard Frye

Title: Managing Member

Date: 2/24/2026

JENNIFER JO SMITH
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Platte County
My Commission Expires: 6/11/2029
ID. #15629386

Check one:
☐ Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF MO)
COUNTY OF Platte) SS

BE IT REMEMBERED, that on the 26th day of February, 2026 before me, the undersigned notary public in and for the county and state aforesaid, came **Richard Frye**, to me personally known, who being by me duly sworn did say that **he is** the **Managing Member** of **Creekside Land 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.

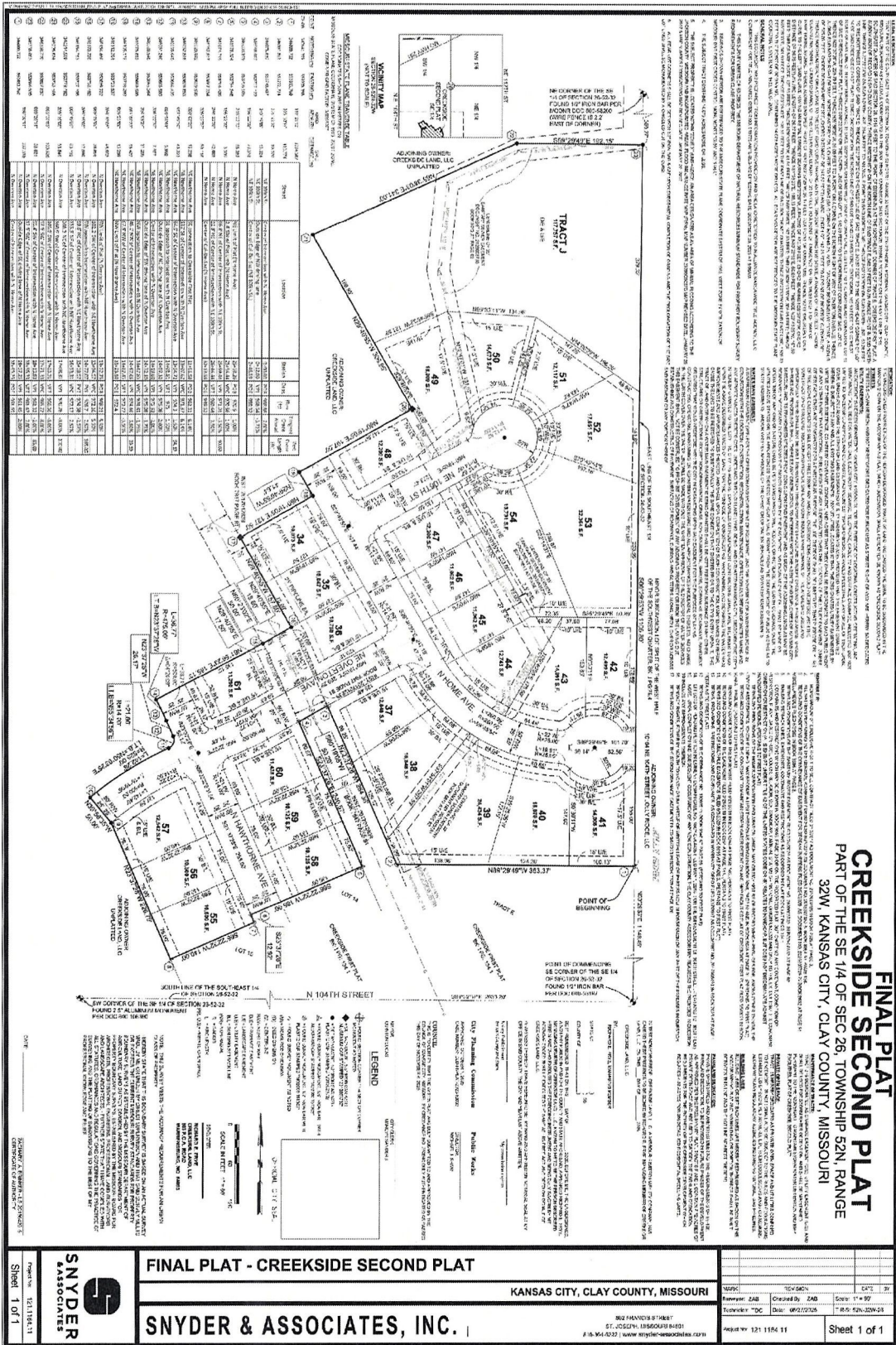
Jennifer Jo Smith
Notary Public

My commission expires: 6/11/29

EXHIBIT "A"

LEGAL DESCRIPTION THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 52 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, KANSAS CITY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE N0°30'11"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 1149.45 E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 1149.45 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF TRACT E, CREEKSIDE FIRST PLAT, A SUBDIVISION OF RECORD IN SAID CLAY COUNTY; THENCE N89°29'49"W ON THE NORTH LINE OF SAID TRACT E, 363.47 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE N23°37'28"W ON SAID NORTH LINE, 264.36 FEET TO AN ANGLE POINT IN SAID W ON SAID NORTH LINE, 264.36 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE S60°19'05"W ON SAID NORTH LINE, 50.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT E; THENCE S23°37'28"E ON THE WEST LINE OF SAID TRACT E, W ON SAID NORTH LINE, 50.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT E; THENCE S23°37'28"E ON THE WEST LINE OF SAID TRACT E, E ON THE WEST LINE OF SAID TRACT E, 240.57 FEET TO THE NORTHEAST CORNER OF LOT 14 OF SAID CREEKSIDE FIRST PLAT; THENCE S66°22'32"W ON THE NORTH LINE OF SAID LOT 14 AND IT'S WESTERLY EXTENSION, W ON THE NORTH LINE OF SAID LOT 14 AND IT'S WESTERLY EXTENSION, 185.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF N HAWTHORNE AVENUE; THENCE S23°37'28"E ON SAID WEST RIGHT-OF-WAY LINE, 12.92 FEET TO THE NORTHEAST CORNER OF E ON SAID WEST RIGHT-OF-WAY LINE, 12.92 FEET TO THE NORTHEAST CORNER OF LOT 15 OF SAID CREEKSIDE FIRST PLAT; THENCE S66°22'32"W ON THE NORTH LINE OF SAID LOT 15, 140.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE W ON THE NORTH LINE OF SAID LOT 15, 140.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE N23°37'28"W, 226.79 FEET; THENCE N39°56'35"W, 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL W, 226.79 FEET; THENCE N39°56'35"W, 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL W, 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N50°03'25"E, A RADIUS OF 525.00 FEET, CHORD BEARING N57°49'10"E, CHORD DISTANCE OF 141.82 FEET) AN ARC LENGTH OF 142.26 FEET TO A POINT OF E, A RADIUS OF 525.00 FEET, CHORD BEARING N57°49'10"E, CHORD DISTANCE OF 141.82 FEET) AN ARC LENGTH OF 142.26 FEET TO A POINT OF E, CHORD DISTANCE OF 141.82 FEET) AN ARC LENGTH OF 142.26 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N65°34'56"E, A RADIUS OF 14.00 FEET, CHORD E, A RADIUS OF 14.00 FEET, CHORD BEARING N20°58'44"E, CHORD DISTANCE OF 19.66 FEET) AN ARC LENGTH OF 21.80 FEET TO A POINT OF TANGENCY; THENCE N23°37'28"W, 26.17 FEET TO A POINT OF CURVATURE; E, CHORD DISTANCE OF 19.66 FEET) AN ARC LENGTH OF 21.80 FEET TO A POINT OF TANGENCY; THENCE N23°37'28"W, 26.17 FEET TO A POINT OF CURVATURE; W, 26.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N23°37'28"W, A RADIUS OF 475.00 FEET, CHORD BEARING N25°50'33"W, W, A RADIUS OF 475.00 FEET, CHORD BEARING N25°50'33"W, W, CHORD DISTANCE OF 36.76 FEET) AN ARC LENGTH OF 36.77 FEET; THENCE N61°56'23"E, 185.13 FEET; THENCE N60°23'02"E, 50.00 FEET; THENCE N29°40'55"W, 157.80 FEET; E, 185.13 FEET; THENCE N60°23'02"E, 50.00 FEET; THENCE N29°40'55"W, 157.80 FEET; E, 50.00 FEET; THENCE N29°40'55"W, 157.80 FEET; W, 157.80 FEET; THENCE N60°19'05"E, 127.50 FEET; THENCE N29°40'55"W, 41.64 FEET; THENCE N60°19'05"E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; E, 127.50 FEET; THENCE N29°40'55"W, 41.64 FEET; THENCE N60°19'05"E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; W, 41.64 FEET; THENCE N60°19'05"E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; E, 341.00 FEET; THENCE S89°29'49"E, 192.35 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE S0°30'11"W ON SAID EAST LINE, 1106.80 FEET TO THE POINT OF BEGINNING. E, 192.15 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE S0°30'11"W ON SAID EAST LINE, 1106.80 FEET TO THE POINT OF BEGINNING. W ON SAID EAST LINE, 1106.80 FEET TO THE POINT OF BEGINNING. CONTAINING 14.079 ACRES MORE OR LESS. ALL BEARINGS HEREIN ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

EXHIBIT "B"





Recording Date/Time: 03/25/2026 at 12:08:45 PM

Book: 10132 Page: 12

Instr #: 2026007649

Pages: 8

Fee: \$67.00 N

RICK FRYE

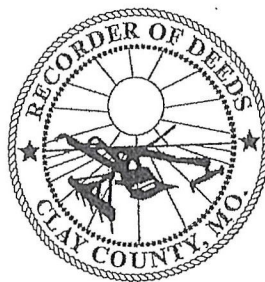


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

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Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF CREEKSIDE SECOND PLAT**

THIS COVENANT made and entered into this 9th day of March, 2020, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of **Creekside Land , LLC**, a **Limited Liability Company**, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the north side of N.E. 104th Street and 2,150 ft east of Missouri Highway 291 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 **Creekside Second Plat**, (**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 **34 through 61** and Tracts **I & J** 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 **J** 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 J.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract J.
- 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 J to the limits prescribed by the Kansas City Code of Ordinances.**
- f. Maintain the grades within Tract J pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2024-016.
- 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 J 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 owners of **Lots 47 through 54** served by the Facility on **Tract J**;
- b. Assess a lien on the **Lots 47 through 54** served by the Facility on **Tract J**;
- c. Maintain suit against Owner, and/or the owner of **Lots 47 through 54** served by the Facility on Tract J 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 Lots 47 through 54 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract J 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
4800 East 63rd Street
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:
Creekside Land, LLC
A Limited Liability Company
Warrensburg, MO 64093 Richard Frye, Managing Member
Fax: (660) 429-1801 Phone: (816) 564-2230

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

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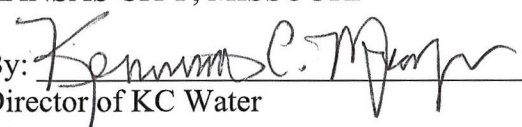
Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in **Clay County**, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

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.

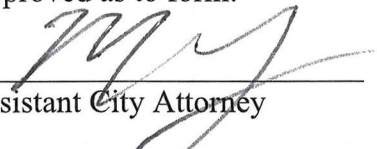
ATTESTATION BY CITY CLERK:


City Clerk

KANSAS CITY, MISSOURI

By: 
Director of KC Water

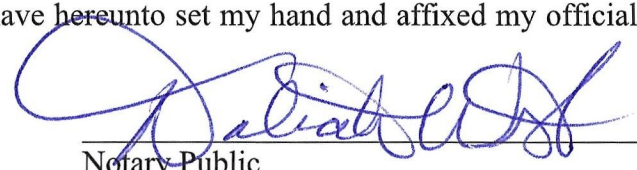
Approved as to form:


Assistant City Attorney

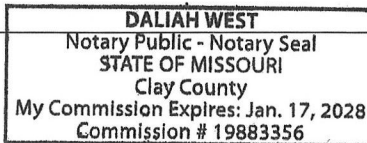
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 9 day of March, 2026, 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 Marlyn 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.


Notary Public

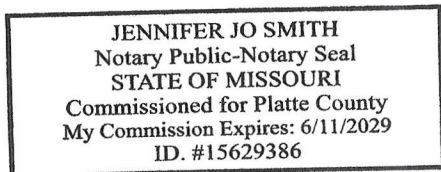
My Commission Expires: _____



OWNER
Creeside Land, LLC
A Limited Liability Company
Warrensburg, MO 64093
Richard Frye, Managing Member
Phone: (816) 564-2230

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

By: Richard Frye
Richard Frye
Title: Managing Member
Date: 2/26/24



Check one:
☐ Sole Proprietor
☐ Partnership
☐ Corporation
☒ Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF MO)
COUNTY OF Platte) SS

BE IT REMEMBERED, that on the 26th day of February, 2024,
before me, the undersigned notary public in and for the county and state aforesaid, came
Richard Frye, to me personally known, who being by me duly sworn did say that **he is** the
Managing Member of **Creeside Land 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.

Jennifer Jo Smith
Notary Public

My commission expires: 6-11-29

EXHIBIT "A"

LEGAL DESCRIPTION THAT PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 52 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, KANSAS CITY, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE N0°30'11"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 1149.45 E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 26, 1149.45 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF TRACT E, CREEKSIDE FIRST PLAT, A SUBDIVISION OF RECORD IN SAID CLAY COUNTY; THENCE N89°29'49"W ON THE NORTH LINE OF SAID TRACT E, 363.47 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE N23°37'28"W ON SAID NORTH LINE, 264.36 FEET TO AN ANGLE POINT IN SAID W ON SAID NORTH LINE, 264.36 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE S60°19'05"W ON SAID NORTH LINE, 50.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT E; THENCE S23°37'28"E ON THE WEST LINE OF SAID TRACT E, W ON SAID NORTH LINE, 50.28 FEET TO THE NORTHWEST CORNER OF SAID TRACT E; THENCE S23°37'28"E ON THE WEST LINE OF SAID TRACT E, E ON THE WEST LINE OF SAID TRACT E, 240.57 FEET TO THE NORTHEAST CORNER OF LOT 14 OF SAID CREEKSIDE FIRST PLAT; THENCE S66°22'32"W ON THE NORTH LINE OF SAID LOT 14 AND IT'S WESTERLY EXTENSION, W ON THE NORTH LINE OF SAID LOT 14 AND IT'S WESTERLY EXTENSION, 185.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF N HAWTHORNE AVENUE; THENCE S23°37'28"E ON SAID WEST RIGHT-OF-WAY LINE, 12.92 FEET TO THE NORTHEAST CORNER OF E ON SAID WEST RIGHT-OF-WAY LINE, 12.92 FEET TO THE NORTHEAST CORNER OF LOT 15 OF SAID CREEKSIDE FIRST PLAT; THENCE S66°22'32"W ON THE NORTH LINE OF SAID LOT 15, 140.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE W ON THE NORTH LINE OF SAID LOT 15, 140.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE N23°37'28"W, 226.79 FEET; THENCE N39°56'35"W, 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL W, 226.79 FEET; THENCE N39°56'35"W, 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL W, 50.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N50°03'25"E, A RADIUS OF 525.00 FEET, CHORD BEARING N57°49'10"E, CHORD DISTANCE OF 141.82 FEET) AN ARC LENGTH OF 142.26 FEET TO A POINT OF E, A RADIUS OF 525.00 FEET, CHORD BEARING N57°49'10"E, CHORD DISTANCE OF 141.82 FEET) AN ARC LENGTH OF 142.26 FEET TO A POINT OF E, CHORD DISTANCE OF 141.82 FEET) AN ARC LENGTH OF 142.26 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N65°34'56"E, A RADIUS OF 14.00 FEET, CHORD E, A RADIUS OF 14.00 FEET, CHORD BEARING N20°58'44"E, CHORD DISTANCE OF 19.66 FEET) AN ARC LENGTH OF 21.80 FEET TO A POINT OF TANGENCY; THENCE N23°37'28"W, 26.17 FEET TO A POINT OF CURVATURE; E, CHORD DISTANCE OF 19.66 FEET) AN ARC LENGTH OF 21.80 FEET TO A POINT OF TANGENCY; THENCE N23°37'28"W, 26.17 FEET TO A POINT OF CURVATURE; W, 26.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT (SAID CURVE HAVING AN INITIAL TANGENT BEARING N23°37'28"W, A RADIUS OF 475.00 FEET, CHORD BEARING N25°50'33"W, W, A RADIUS OF 475.00 FEET, CHORD BEARING N25°50'33"W, W, CHORD DISTANCE OF 36.76 FEET) AN ARC LENGTH OF 36.77 FEET; THENCE N61°56'23"E, 185.13 FEET; THENCE N60°23'02"E, 50.00 FEET; THENCE N29°40'55"W, 157.80 FEET; E, 185.13 FEET; THENCE N60°23'02"E, 50.00 FEET; THENCE N29°40'55"W, 157.80 FEET; E, 50.00 FEET; THENCE N29°40'55"W, 157.80 FEET; W, 157.80 FEET; THENCE N60°19'05"E, 127.50 FEET; THENCE N29°40'55"W, 41.64 FEET; THENCE N60°19'05"E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; E, 127.50 FEET; THENCE N29°40'55"W, 41.64 FEET; THENCE N60°19'05"E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; W, 41.64 FEET; THENCE N60°19'05"E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; E, 197.50 FEET; THENCE N29°40'55"W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; W, 306.95 FEET; THENCE N65°38'03"E, 341.00 FEET; E, 341.00 FEET; THENCE S89°29'49"E, 192.15 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE S0°30'11"W ON SAID EAST LINE, 1106.80 FEET TO THE POINT OF BEGINNING. E, 192.35 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE S0°30'11"W ON SAID EAST LINE, 1106.80 FEET TO THE POINT OF BEGINNING. W ON SAID EAST LINE, 1106.80 FEET TO THE POINT OF BEGINNING. CONTAINING 14.079 ACRES MORE OR LESS. ALL BEARINGS HEREIN ARE REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

EXHIBIT "B"

