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**File #: 220410**

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### ORDINANCE NO. 220410

Approving the plat of Crescendo, an addition in Jackson County, Missouri, on approximately 2.269 acres generally located on the west side of Highland Ave from E. 24th Street to E. 25th Street, creating 2 lots and 1 tract for the purpose of a 2 lot multi-family home subdivision; 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. (CLD-FnPlat-2021-00062)

#### BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Crescendo, a subdivision 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 a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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 Jackson County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on March 1, 2022.

Approved as to form and legality:

  
Eluard Alegre  
Associate City Attorney



Authenticated as Passed



Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

MAY 19 2022

Date Passed

This is to certify that General Taxes for 2024, 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, May 22, 2025

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY  
PLAT OF CRESCENDO**

**THIS COVENANT** made and entered into this 24<sup>th</sup> day of April, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Urban Neighborhood Initiative, a Missouri non-profit corporation, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the northeast corner of E 24<sup>th</sup> Terrace and Highland Avenue, and also at the southeast corner of E 24<sup>th</sup> Terrace and Highland Avenue 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 Crescendo, (**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 and 2 and Tract of A as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of 1 and require preservation and maintenance of storm water detention facilities, located on Tract of A within the Plat, 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 for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility is 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 storm water detention facilities and appurtenances (Facilities) within the storm water detention facilities located on of Tract A.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract A.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mow the grass area within Tract A.
- 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 2022-049.



- 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 maintain 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 against Owner, and/or the owner of Tract A, and/or the owners of Lots 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1 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 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 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  
4800 East 63<sup>rd</sup> Street  
Kansas City, Missouri 64130



Notices to Owner shall be addressed to:  
Urban Neighborhood Initiative, Inc.  
2300 Main Street, Suite 180  
Kansas City, Missouri, 64108  
ATTN: Shalaunda Holmes  
816-231-0855

**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 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 Facility.

ATTESTATION BY CITY CLERK:

\_\_\_\_\_  
City Clerk

KANSAS CITY, MISSOURI

By: Kenneth C. Morgan  
Director of KC Water

Approved as to form:

M. J. [Signature]  
Assistant City Attorney

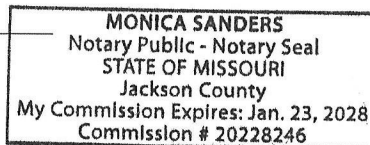
STATE OF MISSOURI       )  
  ) SS  
COUNTY OF Jackson       )

BE IT REMEMBERED that on this 24<sup>th</sup> day of April, 2025, 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.

Monica Sanders  
Notary Public

My Commission Expires: Jan 23, 2028



OWNER  
URBAN NEIGHBORHOOD INITIATIVE INC.

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

By: [Signature]

Title: President & CEO

Date: MARCH 17, 2025

Check one:

( ) Sole Proprietor

( ) Partnership

(X) Corporation

( ) Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF MISSOURI )  
 ) SS  
COUNTY OF JACKSON )

BE IT REMEMBERED, that on the 17~~th~~ day of MARCH, 2025,  
before me, the undersigned notary public in and for the county and state aforesaid, came **Jamee  
Rodgers**, to me personally known, who being by me duly sworn did say that he the President  
and Chief Executive Officer, of Urban Neighborhood Initiative Inc., and that said instrument was  
signed on behalf of said corporation by authority of **its** Board of Directors and acknowledged  
said instrument to be the free act and deed of said corporation.

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

Notary Public

[Signature]

My commission expires: JUNE 12, 2028





EXHIBIT "A"  
Property Legal Description

**PROPERTY DESCRIPTION:**

**TRACT 1:**

PARCEL 1: THE EAST 19 FEET OF LOTS 16, 17, 18 AND 19, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 2: THE WEST 38 FEET OF THE EAST 57 FEET OF LOTS 16, 17, 18, 19, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 3: THE WEST 19 FEET OF THE EAST 76 FEET OF LOTS 16, 17, 18, 19, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 4: THE EAST 19 FEET OF THE WEST 56 FEET OF LOTS 16, 17, 18, 19, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 5: THE EAST 19 FEET OF THE WEST 37 FEET OF LOTS 16, 17, 18, 19, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 6: THE WEST 18 FEET OF LOTS 16, 17, 18, 19, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 7: LOT 20, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 8: LOT 21 AND 22, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 9: LOT 23, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 10: LOT 24, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 11: LOT 25, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 12: LOT 27, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 13: LOT 29 AND LOT 30, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY, MISSOURI.

**TRACT 2:**

PARCEL 1: ALL OF LOT 31 AND THE NORTH 2 FEET OF LOT 32, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 2: THE SOUTH 23 FEET OF LOT 32 AND THE NORTH 7 FEET OF LOT 33, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 3: THE SOUTH 18 FEET OF LOT 33 AND THE NORTH 12 FEET OF LOT 34, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 4: THE SOUTH 13 FEET OF LOT 34 AND THE NORTH 17 FEET OF LOT 35, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 5: THE SOUTH 8 FEET OF LOT 35 AND THE NORTH 22 FEET OF LOT 36, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 6: THE SOUTH 3 FEET OF LOT 36, ALL OF LOT 37 AND THE NORTH 2 FEET OF LOT 38, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 7: THE SOUTH 23 FEET OF LOT 38 AND THE NORTH 7 FEET OF LOT 39, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCELS 8: THE SOUTH 18 FEET OF LOT 39 AND THE NORTH 12 FEET OF LOT 40, COWHERD'S VINE STREET ADDITION A SUBDIVISION IN KANSAS CITY JACKSON COUNTY, MISSOURI.

PARCEL 9: THE SOUTH 13 FEET OF LOT 40 AND THE NORTH 17 FEET OF LOT 41, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 10: THE SOUTH 8 FEET OF LOT 41 AND THE NORTH 20 FEET OF LOT 42, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 11: THE SOUTH 5 FEET OF LOT 42 AND THE NORTH 22.5 FEET OF LOT 43, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY JACKSON COUNTY MISSOURI.

PARCEL 12: THE SOUTH 2.5 FEET OF LOT 43 AND ALL OF LOT 44, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 13: THE WEST 81 FEET OF LOT 45, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

PARCEL 14: THE EAST 50 FEET OF LOT 45, COWHERD'S VINE STREET ADDITION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

TRACT 3:

LOT 26 AND LOT 28, BLOCK 2, MOUNT EVANSTON, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY MISSOURI.

TRACT 4:

THE WEST HALF OF THE NORTH-SOUTH ALLEY BETWEEN 24TH STREET AND 24TH TERRACE, LYING BETWEEN HIGHLAND AVENUE AND WOODLAND AVENUE;

TOGETHER WITH THE WEST HALF OF THE NORTH-SOUTH ALLEY BETWEEN 24TH TERRACE AND 25TH STREET, LYING BETWEEN HIGHLAND AVENUE AND

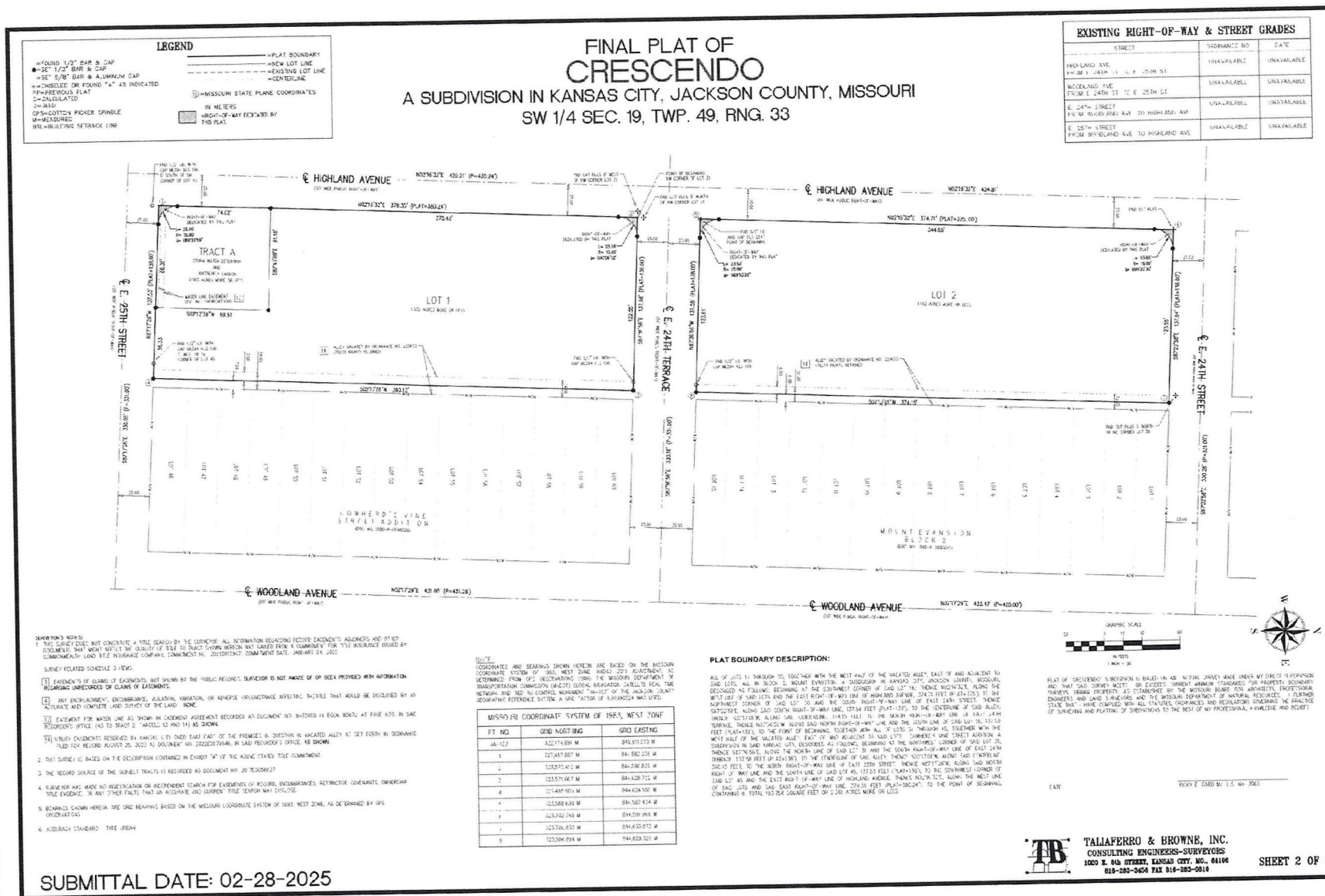
\* WOODLAND AVENUE ALL AS SHOWN IN ORDINANCE NO. 220655 FILED FOR RECORD AUGUST 25, 2022 AS DOCUMENT NO. 2022E0079546, IN THE OFFICE OF THE RECORDER OF DEEDS FOR JACKSON COUNTY, MISSOURI.



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EXHIBIT "B"

SHEET 1 OF 2



RECORDER'S CERTIFICATION  
JACKSON COUNTY, MISSOURI

06/04/2025 2:32 PM

NON-STANDARD FEE: EXEMPT FEE: \$54.00 13 PGS



INSTRUMENT NUMBER / BOOK & PAGE

**2025E0038366**

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

06/04/2025 2:32 PM

NON-STANDARD FEE: EXEMPT FEE: \$91.00 26 PGS



INSTRUMENT NUMBER / BOOK & PAGE

**2025E0038367**

Book: 224 Page: 1  
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  
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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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