

Recorded in Clay County, Missouri



Recording Date/Time: 09/15/2023 at 10:46:46 AM

Book: 9627 Page: 149

Instr #: 2023022600

Pages: 3

Fee: \$27.00 E 20230020268



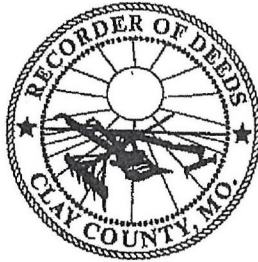
Sandra Brock
Recorder of Deeds

ENGINEERING SOLUTIONS

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

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RG. ENGINEERING SOLUTIONS
50 SE 30th St.
LEES SUMMIT MO
64082



File #: 220262

ORDINANCE NO. 220262

Approving the plat of Wildflower – Lots 1-16 & Tract A, an addition in Clay County, Missouri, on approximately 15.53 acres generally located on the north side of N.E. 104th Street, between Highway A on the east and N. Willow Avenue on the west, creating 16 lots and 1 tract for the purpose of a 16 lot single family home subdivision; accepting various easements; establishing grades on public ways; 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-2021-00041)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Wildflower – Lots 1-16 & Tract A, 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 City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities 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 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 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on September 21, 2021.

This is to certify that General Taxes for 2022, 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 Carmen Smith
Dated, 9/7, 2023

Approved as to form and legality:

Eduard Alegre
Eduard Alegre
Associate City Attorney



Authenticated as Passed

Quinton Lucas
Quinton Lucas, Mayor

Marilyn Sanders
Marilyn Sanders, City Clerk

MAR 31 2022
Date Passed

Recorded in Clay County, Missouri



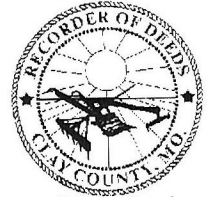
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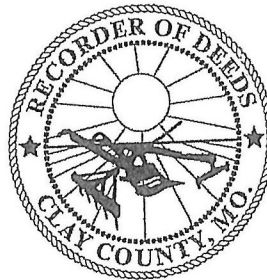
Sandra Brock
Recorder of Deeds

ENGINEERING SOLUTIONS

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
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Sandra Brock

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Liberty, MO 64068

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF WILDFLOWER, LOTS 1-16 & TRACT A**

THIS COVENANT made and entered into this 17 day of August, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Wildflower KC LLC, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 10840 NE 104th Street 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 Wildflower, Lots 1-16 & Tract A, (**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 1-16 and Tract 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 City Planning & Development and identified as File No 2021-103.
- 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 or the owners of Lots 1-16 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lots 1-16 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 1-16 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 1-16 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 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:

Wildflower KC LLC
816-668-0803
myeates@brookeviewkc.com
PO Box 1176
Liberty, Missouri 64069
Mr. Mike Yeates

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

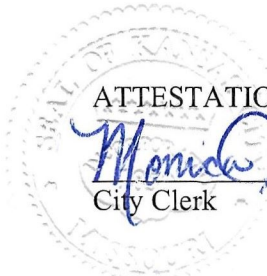
Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

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

Monica Sanders for

KANSAS CITY, MISSOURI

By: Jay Williams
Director of City Planning and Development

Approved as to form:

Erin Ann
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 12th day of SEPTEMBER, 2023, 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 MONICA SANDERS - CHIEF DEPUTY 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.

Nathan Kline
Notary Public

My Commission Expires: 5/8/25

NATHAN KLINE
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/8/2025
COMMISSION # 17501732

OWNER
Wildflower KC LLC
7904 N. Hunter Ave.
Kansas City, Missouri 64158
Mr. Mike Yeates

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

By: MIKE YEATES *[Signature]*

Title: AUTHORIZED MEMBER

Date: 8/17/23

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Lafayette)

BE IT REMEMBERED, that on the 17 day of August, 2023, before me, the undersigned notary public in and for the county and state aforesaid, came MICHAEL T. YEATES, to me personally known, who being by me duly sworn did say that **he is the member of Wildflower KC LLC**, and that said instrument was signed on behalf of said LLC by authority of **its LLCs, 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.

[Signature]

Notary Public

My commission expires: 9-22-24

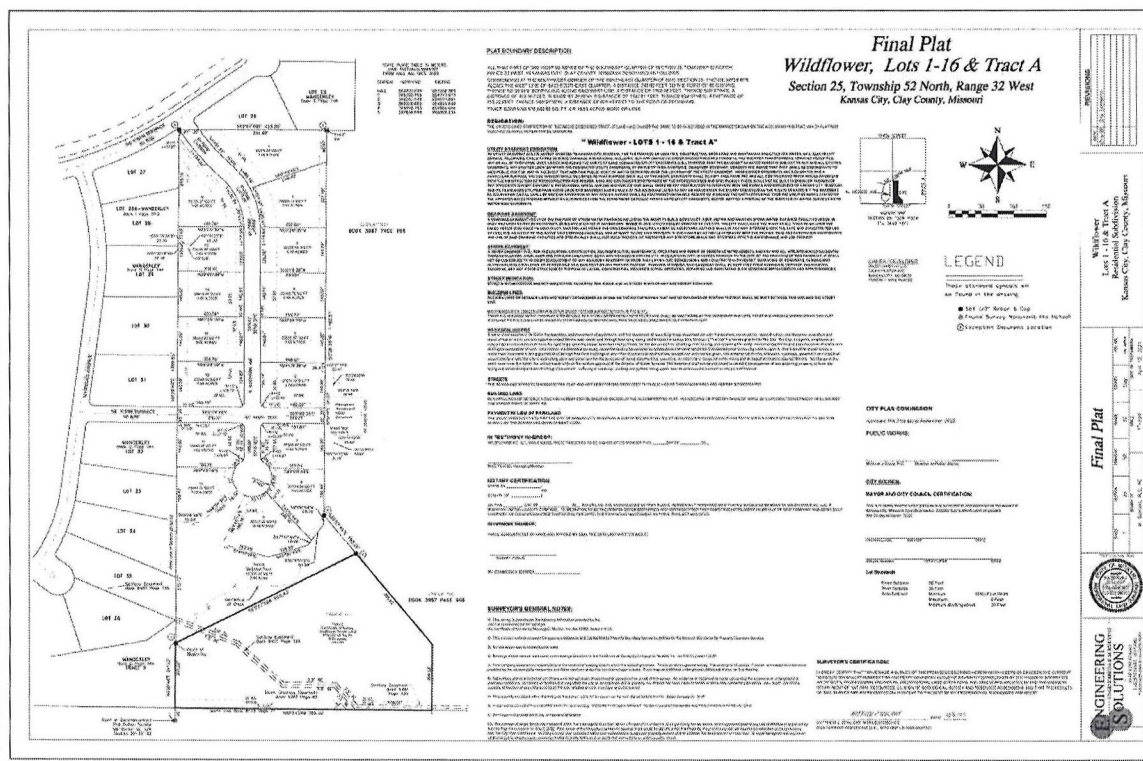
Adam Murry
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Lafayette County
My Commission Expires: September 22, 2024
ID. #16826948

EXHIBIT "A"

ALL THAT PART OF THE WEST 90 ACRES OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 52 NORTH, RANGE 32 WEST, IN KANSAS CITY, CLAY COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE N0°28'48"E ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE 241.02 FEET TO THE POINT OF BEGINNING, THENCE N0°28'48"E CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 1789.85 FEET; THENCE S89°47'04"E, A DISTANCE OF 453.36 FEET; THENCE S0°28'48"W, A DISTANCE OF 1192.51 FEET; THENCE S39°57'45"E, A DISTANCE OF 153.20 FEET; THENCE S63°27'52"W, A DISTANCE OF 620.43 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 676,692.60 SQ. FT. OR 15.53 ACRES MORE OR LESS.

EXHIBIT "B"



Recorded in Clay County, Missouri



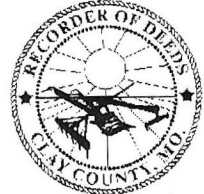
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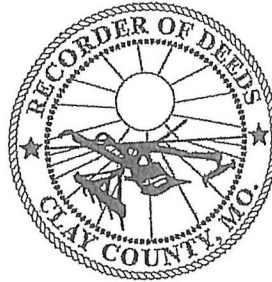
Sandra Brock
Recorder of Deeds

ENGINEERING SOLUTIONS

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CLAY COUNTY, MISSOURI

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Sandra Brock

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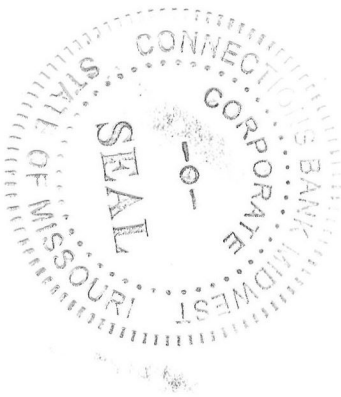
DEED OF RELEASE
(Partial – Chartered Bank)

This Deed of Release Witnesseth, that Connections Bank Midwest FKA Wells Bank, a Missouri chartered bank organized and existing under the laws of the State of Missouri, have/having its principal place of business in Platte County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Wildflower KC LLC, dated and recorded in the office of the Recorder of Deeds for Clay County, Missouri, as Document No. 2022031081, in Book 9451 at Page 58, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of FINAL PLAT WILDFLOWER, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2023 022599, Book J, Page 21.3.

And the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 17 day of August, 2023.



By: Robert Barmann

Robert Barmann, Chief Executive Officer

In the State of Missouri, County of Platte, on this 17 day of August, 2023, before me, the undersigned, a Notary Public, in and to me personally known, who being by me duly sworn did say that he is the Chief Executive Officer of the chartered bank named in the foregoing deed of release, and that said deed of release was signed and sealed on behalf of said chartered bank by authority of its Board of Directors and said Robert Barmann acknowledged said instrument to be the free act and deed of said charter bank. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.



Cara Rainsbarger
Notary Public

My commission expires 11/29/2026