

Recorded in Clay County, Missouri



Recording Date/Time: 02/21/2023 at 11:33:56 AM

Instr #: 2023003394

Book: 9518 Page: 169

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Pages: 3

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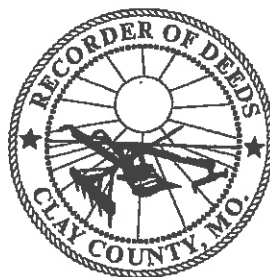


Sandra Brock
Recorder of Deeds

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

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

OWENS BUILT PACENTRES
PC BOX 901471
KCMO 64190

3



File #: 220434

ORDINANCE NO. 220434

Approving the plat of Prather Estates, an addition in Clay County, Missouri, on approximately 2 acres generally located at on the north side of N.E. 39th Street between N.E. Prather Road on the east and N. Garfield Avenue on the west, creating 5 lots and 1 tract for the purpose of a 5 lot single 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-2019-00028)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Prather Estates, 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 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 Clay County, Missouri.

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

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 Carmenelle Bull

Dated, February 16, 2023

Approved as to form and legality:

Eduard Alegre

Eduard Alegre
Associate City Attorney



Authenticated as Passed

Quinton Lucas

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

MAY 19 2022

Date Passed

Recorded in Clay County, Missouri



Recording Date/Time: 02/21/2023 at 11:33:56 AM

Instr #: 2023003396

Book: 9518 Page: 170

Type: REST

Pages: 9

Fee: \$48.00 S 20230003222



Sandra Brock
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: Covenant to Maintain Storm water detention &
BMP Facilities Plat of Prather Estates

DOCUMENT DATE: January 12, 2023

GRANTOR(S): Dwens Built Properties Inc

GRANTEE(S): Dwens Built Properties Inc

GRANTEE'S MAILING ADDRESS: PO Box 901471 Kansas City MO 64190

LEGAL DESCRIPTION: Book 8046 page 142

All part of the NE. Quarter of Section 12, Township 50
North, Range 33 West of the Fifth principal Meridian,
in Kansas City, Clay County, Mo being more particularly
See exhibit A

Book 8046 page 142

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF PRATHER ESTATES**

THIS COVENANT made and entered into this 12 day of January, 2023, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Owens Built Properties Inc., a Corporation (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the intersection of NE 39th Street and Ne Prather Road 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 Prather Estates, (**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 Lot A to Lot E and Tract A as shown on Exhibit "A" 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 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 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 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 2019-104.
- 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 A to Lot E served by the Facility on Tract A.
- b. Assess a lien on either the Tract A on the Lots A to Lot E 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 A to Lot E 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 A to Lot E 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:
Owens Built Properties, Inc.
Corporation
Kansas City, MO 64190
Jim Owens
816-935-4016

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, 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 City Planning and Development

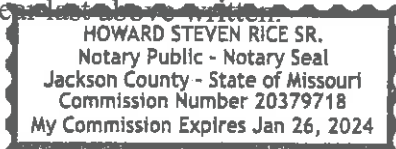
Approved as to form:


Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 19 day of January, 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 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.



Howard Steven Rice SR
Notary Public

My Commission Expires: January 26, 2024

OWNER

Owens Built Properties, Inc.
Corporation
Kansas City, MO 64190
Jim Owens
816-935-4016

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

By: [Signature]

Title: OWNER

Date: 1/12/23

Check one:

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

Attach corporate seal if applicable



ANDREW CHANG
My Commission Expires
September 16, 2023
Platte County
Commission #19755479

STATE OF Missouri)
COUNTY OF Platte) SS

BE IT REMEMBERED, that on the 12 day of January, 2023,
before me, the undersigned notary public in and for the county and state aforesaid, came
James Owens, to me personally known, who being by me duly sworn did
say that he is the member of Owens Built Properties, Inc., and that said instrument was signed
on behalf of said Owens Built Properties, Inc. authority of its **members** 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.

[Signature]
Notary Public

My commission expires: 9/16/2023

EXHIBIT "A"

LEGAL DESCRIPTION: (Deed Book 8046, Page 142)

All that part of the Northeast Quarter of Section 12, Township 50 North, Range 33 West of the Fifth Principal Meridian, in Kansas City, Clay County, Missouri being more particularly described as follows:

Commencing at the Southeast corner of Rock Spring Annex, a subdivision in said City, County and State, according to the recorded plat thereof, said corner also being a point on the Westerly Right-of-Way line of N. Prather Rd. (A/K/A State Route M-1), as now established; thence along said Westerly Right-of-Way line, South 10 degrees 27 minutes 44 seconds West a distance of 130.56 feet to a point 414.8 feet South of the North line of said Section 12 and the POINT OF BEGINNING of the tract of land to be described herein; thence continuing along said Westerly Right-of-Way line South 09 degrees 50 minutes 31 seconds West a distance of 390.74 feet to a point 801.40 feet South of said North Line of said Section 12; thence North 89 degrees 06 minutes 58 seconds West (parallel with the North line of said Section = Record) a distance of 189.51 feet to a point on the Easterly Right-of-Way line of N. Garfield Avenue, as said Avenue is now established; thence along said Easterly Right-of-Way line North 03 degrees 18 minutes 52 seconds East a distance of 312.89 feet; thence continuing on said Easterly Right-of-Way line North 10 degrees 24 minutes 16 seconds East a distance of 74.38 feet; thence South 89 degrees 06 minutes 58 seconds East (parallel with the North line of said Section = Record) a distance of 224.78 feet to the Point of Beginning.

The undersigned owner of the above described tract of land have caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as:

PRATHER ESTATES

EXHIBIT "B"

