

02/09/2024 10:35 AM

NON-STANDARD FEE: EXEMPT FEE: \$24.00 3 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0008571

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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File #: 230149

ORDINANCE NO. 230149

Approving the plat of I-49 Commerce Center, First Plat, an addition in Jackson County, Missouri, on approximately 57.25 acres generally located along East 155th Street approximately 1,000 feet west of U.S. 71 Highway, creating 1 lot and 1 tract for the purpose of 1 lot office and warehouse 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-2022-00026)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of I-49 Commerce Center, First Plat, 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.

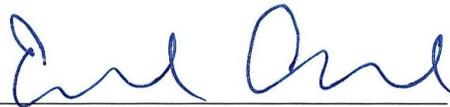
Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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 July 19, 2022.

Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed


Quinton Lucas, Mayor
Marilyn Sanders, City Clerk

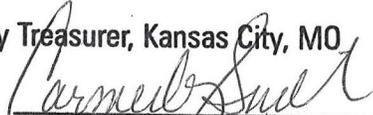
AUG 17 2023

Date Passed

This is to certify that General Taxes for 20~~23~~, 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, February 5, 2024

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

02/09/2024 10:35 AM

NON-STANDARD FEE: \$25.00

FEE: \$42.00

9 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0008572

Book: Page:

Diana Smith, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

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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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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF I-49 COMMERCE CENTER FIRST PLAT**

THIS COVENANT made and entered into this 9th day of February, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), NorthPoint Development, LLC, a Missouri limited liability company (**Developer**) and of the Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68..010 et seq., RSMo (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the along East 155th Street approximately 1,000 feet west of US 71 Highway 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 I-49 Commerce Center First 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 Lot 1 and Tract A as shown on Exhibit "B" attached hereto, and

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 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 2002-085.
- 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 1 served by the Facility on Tract A;
- b. Assess a lien on either the Tract A or on the Lot 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 Facilities 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 owners 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

Notice to Developer shall be addressed to:

NorthPoint Development, LLC
3315 N Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
Phone number: (816) 888-7641

Notice to the Owner shall be addressed to:

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, MO 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

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 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 Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: Jeff Williams
Director of City Planning and Development

Approved as to form:

Erin Hill
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 7th day of February, 2024, 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.

Monica Sanders
Notary Public

My Commission Expires: Jan 23, 2028

MONICA SANDERS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Jan. 23, 2028
Commission # 20228246

OWNER

The Port Authority of Kansas City, Missouri
110 Berkley Plaza
Kansas City, Missouri 64120
Attn: Jon Stephens, President & CEO
Phone number: (816) 559-3750

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

By: [Signature]

Title: President & CEO

Date: 01/18/2024

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)
- Political Subdivision

Attach corporate seal if applicable

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED, that on the 18 day of January, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came Jon Stephens, to me personally known, who being by me duly sworn did say that he is the President & CEO of The Port Authority of Kansas City, Missouri, a political subdivision of the State of Missouri created pursuant to Section 68.010 et seq., RSMo., and that said instrument was signed on behalf of The Port Authority of Kansas City, Missouri by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of such political subdivision.

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: August 18, 2026



EXHIBIT "A"
I-49 Commerce Center First Plat
Legal Description

A tract of land in Section 35, Township 47 North, Range 33 West of the 5th Principal Meridian in Kansas City, Jackson County, Missouri being described as follows:

COMMENCING at the Southeast corner of said Section 35; thence North $86^{\circ}22'23''$ West, along the South line of said Section 35, a distance of 2087.64 feet; thence North $03^{\circ}37'28''$ East, at right angles to said South line, a distance of 180.00 feet to a Point on the Northerly right of way line of East 155th Street, as now established, said point being the POINT OF BEGINNING; thence North $86^{\circ}22'23''$ West, along said Northerly right of way line, a distance of 1255.61 feet; thence North $38^{\circ}34'53''$ East, a distance of 63.22 feet; thence North $15^{\circ}00'00''$ East, a distance of 500.00 feet; thence North $10^{\circ}00'00''$ East, a distance of 500.00 feet; thence North $00^{\circ}00'00''$ East, a distance of 500.00 feet; thence North $70^{\circ}00'00''$ East, a distance of 500.00 feet; thence North $55^{\circ}00'00''$ East, a distance of 500.00 feet; thence North $85^{\circ}00'00''$ East, a distance of 500.00 feet; thence North $60^{\circ}00'00''$ East, a distance of 500.00 feet; thence North $65^{\circ}00'00''$ East, a distance of 500.00 feet; thence South $03^{\circ}38'54''$ West, a distance of 727.62 feet; thence North $86^{\circ}26'58''$ West, a distance of 938.61 feet; thence along a tangent curve to the left, having a radius of 185.00 feet, a delta angle of $90^{\circ}00'00''$ and an arc length of 290.60 feet; thence South $03^{\circ}33'02''$ West, a distance of 257.50 feet; thence South $86^{\circ}26'58''$ East, a distance of 20.00 feet; thence South $03^{\circ}33'02''$ West, a distance of 1470.22 feet to the Point of Beginning.

Containing 2,493,761 square feet or 57.249 acres, more or less.

