

Recorded in Clay County, Missouri



Recording Date/Time: 08/27/2014 at 08:31:53 AM

Instr #: 2014024897

Book: 7357 Page: 1

Type: ORD

Pages: 3

Fee: \$27.00 E 20140019590



Jay Lawson  
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.



Jay Lawson  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068

ORDINANCE NO. 130654

Approving the plat of Sam's Club at Barry Pointe, an addition in Clay County, Missouri; accepting various easements; authorizing the Director of City Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD0447T)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Sam's Club at Barry Pointe, 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 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 City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the plat has been released for recording, in the Office of the Recorder of Deeds of Clay County, Missouri.

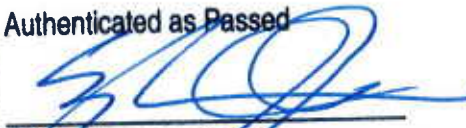

ORDINANCE NO. 130654

Section 5. That the Council finds that the City Plan Commission has duly endorsed its approval of this Ordinance hereon.

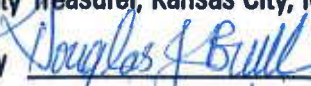
Approved as to form and legality:

  
\_\_\_\_\_  
Sarah Baxter  
Assistant City Attorney



Authenticated as Passed  
  
\_\_\_\_\_  
Sly James, Mayor  
  
\_\_\_\_\_  
Marilyn Sanders, City Clerk  
SEP 5 2013  
\_\_\_\_\_  
Date Passed

This is to certify that General Taxes for 2013, 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  ACTING MANAGER OF TAX ADMINISTRATION  
Dated, AUGUST 1, 2014

Recorded in Clay County, Missouri



Recording Date/Time: 08/27/2014 at 08:31:53 AM

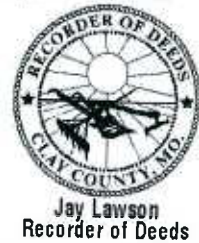
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Type: REST

Pages: 9

Fee: \$48.00 S 20140019590



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*(Space above reserved for the Register of Deeds' recording information)*

Title of Document: Covenant to Maintain Storm Water Detention and BMP Facilities Plat of Sam's Club at Barry Pointe

Date of Document: June 7, 2013

Grantor(s): Kansas City, Missouri

Grantee(s): Sam's Real Estate Business Trust

Grantee's Address: See page 3

Legal Description: See attached Exhibit A

Ref: n/a

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Please return to:  
Naomi Shupp  
Chicago Title Ins. Co.  
10740 Nall Ave, Ste 201  
Overland Park, KS 66211  
(913) 253-8415  
File no. CL20131001  
ACCOMMODATION

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF SAM'S CLUB AT BARRY POINTE**

**THIS COVENANT** made and entered into this 7<sup>TH</sup> day of JUNE, 2003 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Sam's Real Estate Business Trust, a Delaware statutory trust (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located south of Mo Rte 152 (Barry Road), between NE Flintlock Road on the west and N church Road on the east 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 Sam's Club at Barry Pointe, (**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 Lot 1 and Tract 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 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 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 2013-016.
- 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 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 Lot 1 served by the Facility on Tract A;
- b. Assess a lien on either Tract A or on 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 Lot 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 Lot 1 and Tract A 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:  
Sam's Real Estate Business Trust  
a Delaware statutory trust  
2001 SE 10<sup>th</sup> Street  
Bentonville, Arkansas 72716  
Attn: Realty Manager – Missouri  
Fax: (479) 204-2209

**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 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:

Marilyn Sanders  
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]  
Director of City Planning and Development

Approved as to form:

[Signature]  
Assistant City Attorney

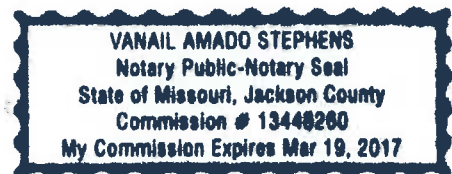
STATE OF MISSOURI )  
 ) SS  
COUNTY OF Jackson )

BE IT REMEMBERED that on this 7 day of June, 2013, before me, the undersigned, a notary public in and for the county and state aforesaid, came Robert Langen Kamp, 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.

[Signature]  
Notary Public

My Commission Expires: Mar 19, 2017





OWNER

Sam's Real Estate Business Trust  
a Delaware statutory trust  
2001 SE 10<sup>th</sup> Street  
Bentonville, Arkansas  
Attn: Realty Manager – Missouri  
Fax: (479) 204-2209

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

By: [Signature]  
Michael Allan  
Director of Project Design and Management

Date: 4-17-13

Check one:

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

Attach corporate seal if applicable

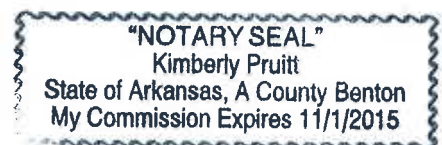
STATE OF ARKANSAS     )  
                                      ) SS  
COUNTY OF BENTON     )

BE IT REMEMBERED, that on the 17<sup>th</sup> day of April, 2013, before me, the undersigned notary public in and for the county and state aforesaid, came Michael Allan, to me personally known, who being by me duly sworn did say that he is the Director of Project Design and Management of Sam's Real Estate Business Trust, a Delaware statutory trust, and that said instrument was signed on behalf of said trust by authority of its Board of Directors or members and acknowledged said instrument to be the free act and deed of said trust.

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: 11/1/2015



## EXHIBIT "A"

### PROPERTY DESCRIPTION

A tract of land in the South Half of Section 11, Township 51, Range 32, Kansas City, Clay County, Missouri being bounded and described as follows: BEGINNING at the Southwest corner of Tract A of "BARRY POINTE PLAZA" thence following the South line of BARRY POINTE PLAZA, South  $76^{\circ}17'57''$  East, a distance of 27.88 feet (South  $76^{\circ}04'21''$  East, 27.76 feet-plat); thence Southeasterly along a non-tangent curve to the right, with an arc length of 404.08 feet (404.20'-plat), with a radius of 600.29 feet, with a chord bearing of South  $55^{\circ}57'30''$  East and a chord length of 396.49 feet; thence Southerly along a non-tangent curve to the left with an arc length of 472.89 feet (472.92'-plat), with a radius of 350.00 feet, with a chord bearing of South  $75^{\circ}22'18''$  East and a chord length of 437.73 feet; thence North  $65^{\circ}54'53''$  East, a distance of 5.17 feet (North  $65^{\circ}54'35''$  East, 5.26 feet-plat) all along the South line of Barry Pointe Plaza; thence South  $24^{\circ}07'25''$  East (South  $24^{\circ}05'25''$  East-plat) along the Westerly line of Lot 7, "BARRY POINTE FIFTH PLAT", and Lot 8, "BARRY POINTE SIXTH PLAT", both subdivisions in Kansas City, Clay County, Missouri and Northerly prolongation a distance of 419.85 feet (420.00 feet-plat) to the Southwest corner of said Lot 8; thence North  $66^{\circ}05'36''$  East (North  $65^{\circ}54'35''$  East-plat), a distance of 26.53 feet (26.70 feet-plat) to the Northwest corner of "BARRY POINTE TENTH PLAT"; thence South  $24^{\circ}10'21''$  East (South  $24^{\circ}05'25''$  East-plat), along the West line of said Tenth Plat, a distance of 114.94 feet (115.00 feet-plat) to the Southwest corner thereof; thence North  $65^{\circ}56'01''$  East (North  $65^{\circ}54'35''$  East-plat), along the South line of the Tenth Plat, a distance of 299.75 feet (300.00 feet-plat) to the Southeast corner thereof being on the West right-of-way line of North Church Road; thence following said West right-of-way line, South  $24^{\circ}02'32''$  East (South  $24^{\circ}05'25''$  East-plat), a distance of 115.29 feet; thence along a non-tangent curve to the right with an arc length of 184.86 feet (185.01 feet-plat), with a radius of 299.87 feet (300.00 feet-plat), with a chord bearing of South  $06^{\circ}25'36''$  East and a chord length of 181.95 feet; thence South  $11^{\circ}12'27''$  West (South  $11^{\circ}12'27''$  West-plat), a distance of 119.93 feet; thence South  $27^{\circ}52'34''$  West, a distance of 32.40 feet; thence along a non-tangent curve to the right with an arc length of 39.34 feet (39.39 feet-plat), with a radius of 25.00 feet, with a chord bearing of South  $72^{\circ}58'05''$  West, and a chord length of 35.41 feet all along the West right-of-way line of North Church Road to the North right-of-way line of NE. 81st Terrace; thence following said North right-of-way line; thence North  $61^{\circ}56'48''$  West (North  $61^{\circ}56'19''$  West plat), a distance of 56.48 feet; thence along a non-tangent curve to the left with an arc length of 420.41 feet, with a radius of 830.00 feet, with a chord bearing of North  $76^{\circ}27'05''$  West, and a chord length of 415.93 feet; thence South  $89^{\circ}08'05''$  West (South  $89^{\circ}01'48''$  West-plat), a distance of 99.99 feet (100.00 feet-plat); thence along a non-tangent curve to the right with an arc length of 638.93 feet, with a radius of 770.00 feet, with a chord bearing of North  $67^{\circ}12'37''$  West, and a chord length of 620.76 feet; thence North  $43^{\circ}26'20''$  West (North  $43^{\circ}25'54''$  West-plat), a distance of 99.93 feet (100.00 feet-plat); thence along a non-tangent curve to the left with an arc length of 220.01 feet, with a radius of 830.00 feet, with a chord bearing of North  $51^{\circ}02'46''$  West and a chord length of 219.37 feet; thence North  $58^{\circ}37'09''$  West (North  $58^{\circ}36'56''$  West-plat), a distance of 80.78 feet; thence North  $53^{\circ}33'37''$  West (North  $53^{\circ}33'30''$  West-plat), a distance of 47.71 feet; thence with a non-tangent curve to the right with an arc length of 36.28 feet, with a radius of 25.00 feet, with a chord bearing of North  $11^{\circ}59'01''$  West, and a chord length of 33.18 feet all along the North right-of-way line of NE. 81st Terrace to the East right-of-way line of N. Flintlock Road; thence following said East right-of-way line, along a non-tangent curve to the left with an arc length of 495.72 feet (495.79 feet-surveyed), with a radius of 1850.00 feet, with a chord bearing of North  $21^{\circ}54'53''$  East, and a chord length of 494.24 feet to the Point of Beginning. Having an area of 788,679 square feet or 18.106 acres.

## **STORMWATER DETENTION AND BMP FACILITY "TRACT A" DESCRIPTION**

Situated in the South Half of Section 11, Township 51, Range 32 in the City of Kansas City, County of Clay and State of Missouri and known as being Stormwater Detention & BMP Covenant over a part of land conveyed to Sam's Real Estate Business Trust by deed recorded in deed book 6999, page 12 in the Clay County register of deeds office and is further bounded and described as follows:

BEGINNING at a point in the Northerly right-of-way of N.E. 81st Terrace (60' wide) said point being North 58°37'09" West a distance of 56.66 feet from a point of curvature in said Northerly right-of-way; thence continuing along said Northerly right-of-way North 58°37'09" West a distance of 24.12 feet; thence North 53°33'37" West a distance of 47.71 feet to a point of curvature at a curved intersection of said Northerly right-of-way and the Easterly right-of-way of North Flintlock Road (100' wide); thence along the arc of a curve deflecting to the right a distance of 36.28 feet, said curve having a radius of 25.00 feet and a chord which bears North 11°59'01" West, 33.18 feet to a point of reverse curvature lying in said curved easterly right-of-way of North Flintlock Road; thence along said Easterly right-of-way with the arc of a curve deflecting to the left a distance of 412.69 feet, said curve having a radius of 1850.00 feet and a chord which bears North 23°12'02" East, 411.83 feet to a point of reverse curvature; thence along the arc of a curve deflecting to the right a distance of 37.33 feet, said curve having a radius of 37.00 feet and a chord bearing of North 58°01'11" East, 35.77 feet to a point of compound curvature; thence along the arc of a curve deflecting to the right a distance of 188.24 feet, said curve having a radius of 287.00 feet and a chord which bears South 74°17'06" East, 184.89 feet to a point of tangency; thence South 55°29'43" East a distance of 51.07 feet to a point of curvature; thence along the arc of a curve deflecting to the right a distance of 4.04 feet, said curve having a radius of 49.00 feet and a chord which bears South 53°07'50" East, 4.04 feet to a point of tangency; thence South 50°45'58" East a distance of 19.51 feet to a point of curvature; thence along the arc of a curve deflecting to the right a distance of 17.93 feet said curve having a radius of 616.52 feet and a chord which bears South 47°57'37" East, 17.93 feet; thence South 39°14'02" West a distance of 23.59 feet; thence South 68°11'26" West a distance of 79.12 feet; thence South 37°23'55" West a distance of 74.20 feet; thence North 52°36'04" West a distance of 37.67 feet; thence South 37°23'56" West a distance of 354.11 feet to the Place of Beginning containing 81,478 sq. ft. or 1.87 acres of land

# EXHIBIT B

