

*[Above Space Reserved for Recorder of Deeds]*

Document Title:	Covenant to Maintain Storm Water Detention Facility (Wilshire Hills)
Date of Document:	_____, 2024
Grantor Name:	Wilshire Hills L.P.
Grantee Name:	Columbia, Missouri
Statutory Address:	206 Peach Way Columbia, MO 65203
Legal Description:	See Exhibits A and B

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY AND BMPs  
WILSHIRE HILLS**

**THIS COVENANT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and Jeffrey E. Smith Investment Co., LLC , a corporation (the “**Developer**”).

WHEREAS, Developer owns that certain real estate generally located northwest of the intersection between NE Manhattan Driveway in Lee’s Summit, Jackson County, Missouri, (the “**Property**”) more specifically described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Developer intends to cause the Property to be platted as the Final Plat of Wilshire Hills – 4<sup>th</sup> Plat, Lot 5, Lot 6 & Tract A (the “**Plat**”), in accordance with Article 7, Code of Ordinances of the City of Lee’s Summit, Missouri;

WHEREAS, Developer intends to subdivide the Property and create pursuant to the Plat 5, 6 and Tract A along with future area shown in Exhibit B attached hereto;

WHEREAS, the storm water detention facilities to serve the Plat are located on Tract A on the Plat;

WHEREAS, the City and Developer agree that it is in the public interest to detain storm water for the benefit of the Property and surrounding areas;

WHEREAS, the provisions for the maintenance of the storm water detention facility is necessary to serve the development; and

WHEREAS, the Developer agrees at its cost to:

- a. Be responsible for the maintenance, repair and replacement if necessary of the storm water detention facilities and appurtenances (Facilities) within the storm water detention facilities located on Tract A on the Plat.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract A of the Plat.
- c. Keep the pipes, structures and appurtenances located on Tract A open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances located on Tract A in good working condition or replace same if necessary.
- e. Mowing 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 Public Works and identified as File No. \_\_\_\_\_.
- g. Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.

NOW, THEREFORE, Developer and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

**Sec. 1.** City is granted the right, but is not obligated to enter upon Tract A of the Plat in order to maintain the Facilities including the pipes, structures, grounds, and appurtenances if Developer fails to maintain same. City may also (a) charge the costs for such maintenance against the Property or the owners of Lots 5, 6 and future development within the set area served by the Facility on Tract A; (b) assess a lien on Lots 3, 4a, 5, 6, and future platted lots within area shown by Exhibit B and (c) maintain suit against the Developer and/or owners of 3, 4a, 5, 6, and future platted lots within area shown by Exhibit B served by the Facility on Tract A for the unpaid cost of such maintenance. Unless necessitated by a threat to life and/or safety, City shall notify the Developer and/or the then current owners of 3, 4a, 5, 6, and future platted lots within area shown by Exhibit B not less than thirty (30) days before it begins maintenance of the Facilities.

**Sec. 2.** Developer shall not use nor attempt to use Tract A of the Plat 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. 3.** This Covenant shall run with the land legally described in Exhibit A and Exhibit B. Developer shall remain liable under the terms of this Covenant unless and until Developer assigns its rights and obligations to a third party and such assignment is accepted by the City.

**Sec. 4.** 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. 5. 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, 220 SE Green  
Lee's Summit, Missouri 64063  
Fax number: (816) 969-1221

Notice to Jeffrey E. Smith Investment Co., LLC shall be addressed to:

Jeffrey E. Smith Investment Co., LLC  
206 Peach Way  
Columbia, MO 65203

With copies to:

Rachelle Biondo, Esq.  
Rouse Frets White  
Goss Gentile Rhodes P.C.  
4510 Belleview; Suite 300  
Kansas City, MO 64111  
816-753-9201 (fax)

**Sec. 6.** This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

**Sec. 7.** 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. 8.** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

**Sec. 9.** 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 Developer, its successors, assigns and transferees.

**Sec. 10.** Developer 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 Developer 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:

LEE'S SUMMIT, MISSOURI

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_

City's Director of City Planning &  
Development

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

STATE OF MISSOURI       )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Hector Soto, Planning Division Manager of the City of Lee's Summit, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Denise Chisum, City Clerk of the City of Lee's Summit, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Lee's Summit, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Lee's Summit, Missouri.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DEVELOPER:**

**Jeffrey E. Smith Investment Co., LLC,**  
a Missouri Corporation

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_  
Check one: ☐ Sole Proprietor  
☐ Partnership  
☐ Corporation  
☒ Limited Liability Company  
(LLC)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared \_\_\_\_\_, to  
me personally known, who, being by me duly sworn, did say that he/she is the  
\_\_\_\_\_ of **Jeffrey E. Smith Investment Co., LLC**, a corporation of the State of  
Missouri, and that said instrument was signed in behalf of said corporation, by authority of its  
board of directors, and he/she acknowledged said instrument to be the free act and deed of said  
corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal  
in the County and State the day and year last above written.

\_\_\_\_\_  
Notary Public within and for said  
County and State

My term expires: \_\_\_\_\_

**EXHIBIT A**  
**Property**

Wilshire Hills - 4<sup>th</sup> Plat, Lot 5, Lot 6 & Tract A

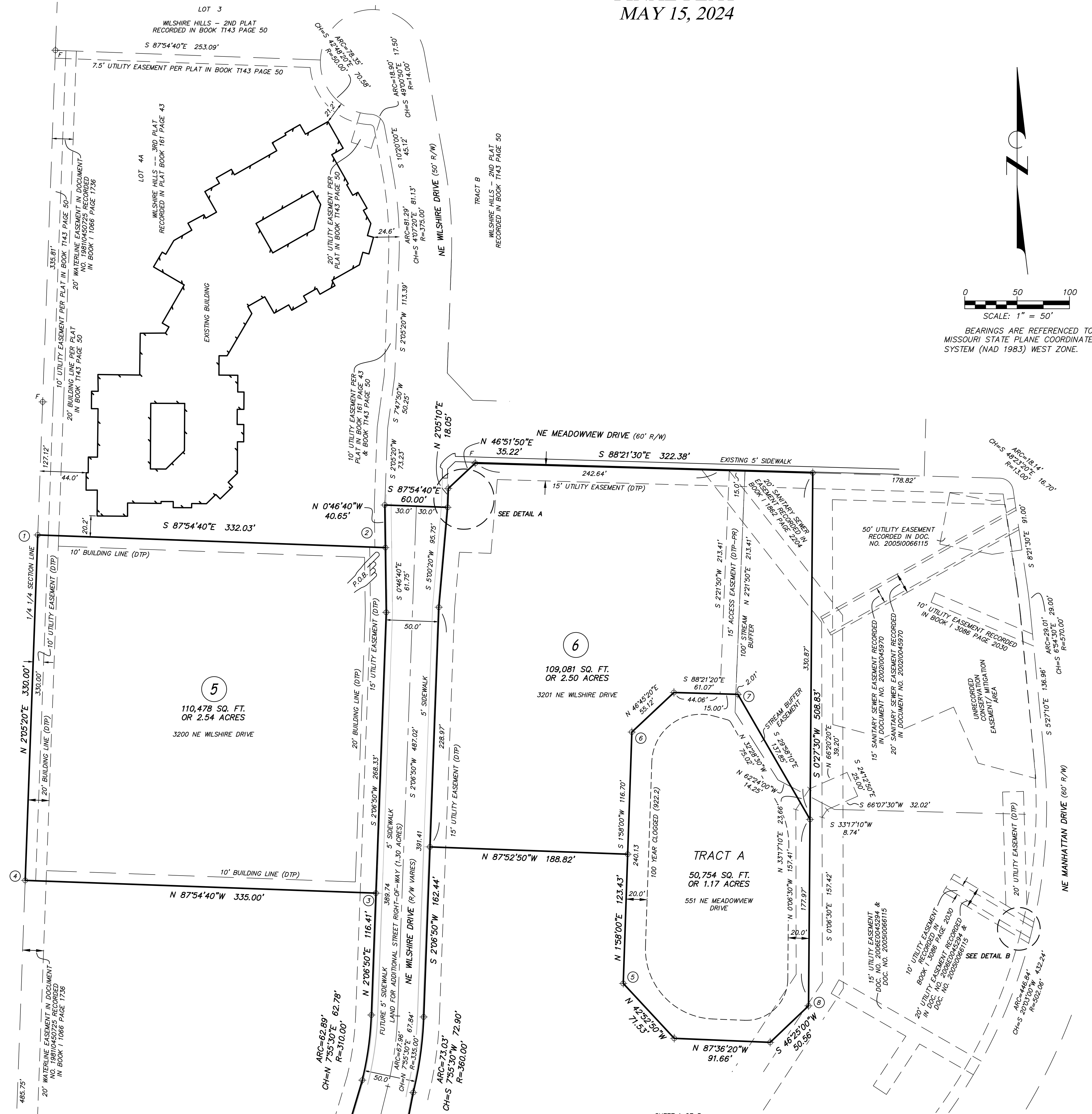
Three tracts of land located in the southwest quarter of Section 17 T48N R31W, in Lee's Summit, Jackson County, Missouri, being Lot 5, Lot 6, and Tract A of Wilshire Hills – 4<sup>th</sup> Plat, recorded in plat book \_\_\_\_\_ page \_\_\_\_\_ , Lot 5 containing 2.54 acres, Lot 6 containing 2.50 acres and Tract A containing 1.71 acres.



**EXHIBIT B**  
**Plat**

# WILSHIRE HILLS - 4TH PLAT, LOT 5, LOT 6 & TRACT A

FINAL PLAT  
MAY 15, 2024



RECORDER'S STAMP

## MONUMENT LEGEND

- IRON
- DRILL HOLE
- FOUND
- DTP DEDICATED THIS PLAT - CITY/PUBLIC
- DTP-PR DEDICATED THIS PLAT - PRIVATE

ALL MONUMENTS ARE SET  
UNLESS SHOWN (F) FOUND

## CITY OF LEE'S SUMMIT:

THIS IS TO CERTIFY THAT THE FINAL PLAT OF WILSHIRE HILLS - 4th PLAT, LOT 5, LOT 6 & TRACT A, WAS SUBMITTED TO AND DULY APPROVED BY THE CITY OF LEE'S SUMMIT, MISSOURI PURSUANT TO CHAPTER 33 OF THE CITY OF LEE'S SUMMIT CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT ORDINANCE.

BY WILLIAM A. BAIRD DATE  
MAYOR

BY GEORGE M. BINGER, III P.E. DATE  
CITY ENGINEER

BY JOSH JOHNSON, AICP. DATE  
DIRECTOR OF DEVELOPMENT SERVICES

BY CYNDA RADER DATE  
PLANNING COMMISSION SECRETARY

BY TRISHA FOWLER ARCURI DATE  
CITY CLERK

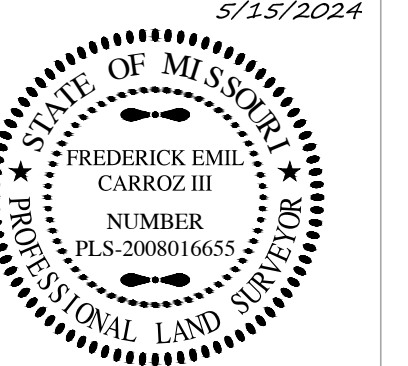
APPROVED BY JACKSON COUNTY ASSESSOR

BY \_\_\_\_\_

DATE \_\_\_\_\_

ENGINEERING SURVEYS & SERVICES  
MISSOURI L.S. CORP. #2004004672  
1113 FAY STREET  
COLUMBIA, MO 65201  
PHONE: (573) 449-2646  
EMAIL: FCARROZ@ESS-INC.COM

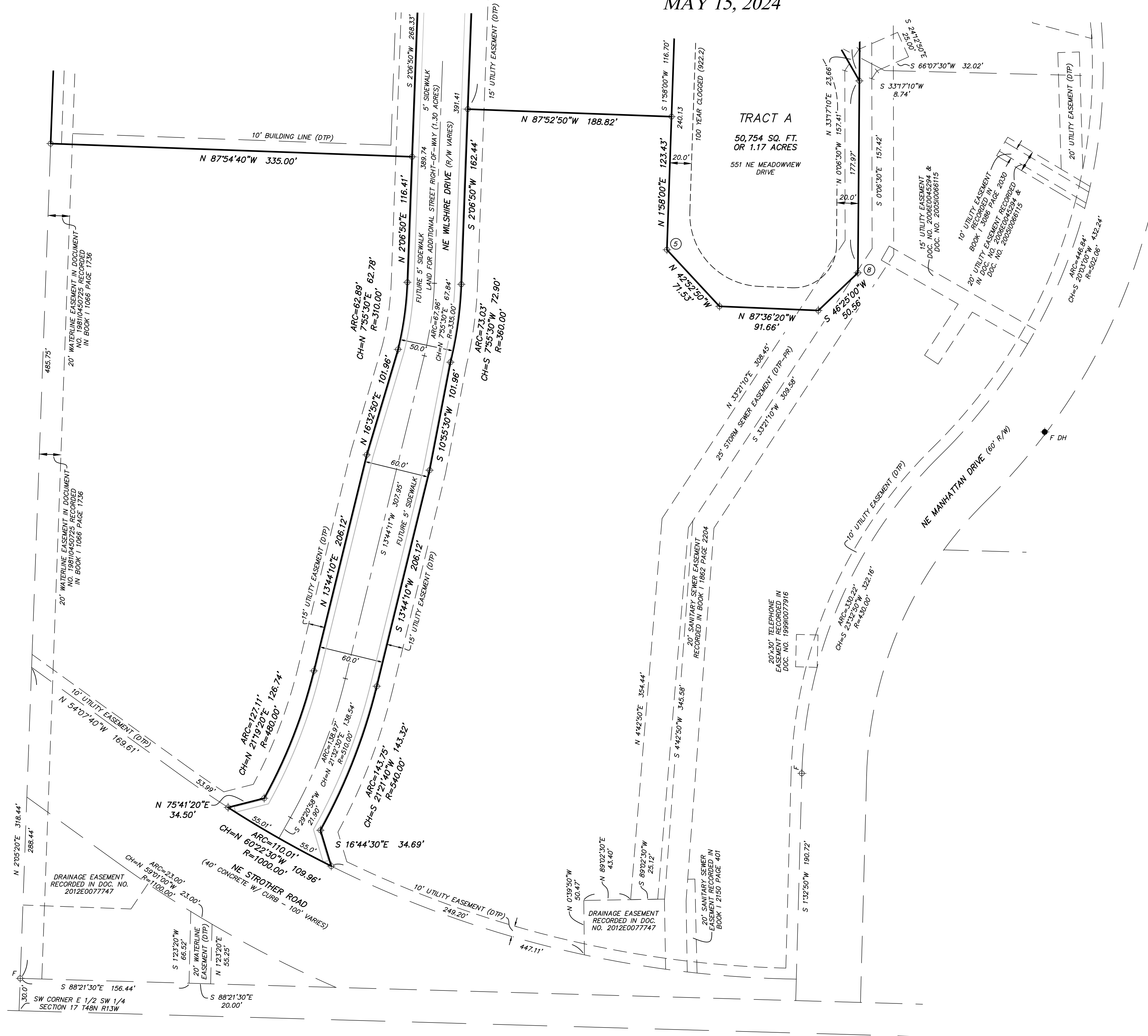
FREDERICK E. CARROZ III  
PROFESSIONAL LAND SURVEYOR  
PLS - 2008016655



WILSHIRE HILLS - 4TH PLAT  
SW 1/4 SECTION 17 T48N R31W  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

WILSHIRE HILLS - 4TH PLAT, LOT 5, LOT 6 & TRACT A

FINAL PLAT  
MAY 15, 2024



RECORDER'S STAMP

0 50 100  
SCALE: 1" = 50'

BEARINGS ARE REFERENCED TO  
MISSOURI STATE PLANE COORDINATE  
SYSTEM (NAD 1983) WEST ZONE.

CITY OF LEE'S SUMMIT:

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BY \_\_\_\_\_ DATE \_\_\_\_\_  
WILLIAM A. BAIRD  
MAYOR

BY \_\_\_\_\_ DATE \_\_\_\_\_  
GEORGE M. BINGER, III P.E.  
CITY ENGINEER

BY \_\_\_\_\_ DATE \_\_\_\_\_  
JOSH JOHNSON, AICP  
DIRECTOR OF DEVELOPMENT SERVICES

BY \_\_\_\_\_ DATE \_\_\_\_\_  
CYNDA RADER  
PLANNING COMMISSION SECRETARY

BY \_\_\_\_\_ DATE \_\_\_\_\_  
TRISHA FOWLER ARCURI  
CITY CLERK

APPROVED BY JACKSON COUNTY ASSESSOR

BY \_\_\_\_\_ DATE \_\_\_\_\_

ENGINEERING SURVEYS & SERVICES  
MISSOURI L.S. CORP. #2004004672  
1113 FAY STREET  
COLUMBIA, MO 65201  
PHONE: (573) 449-2646  
EMAIL: FCARROZ@ESS-INC.COM

*Frederick E. Carroz III*

FREDERICK E. CARROZ III  
PROFESSIONAL LAND SURVEYOR  
PLS - 2008016655



WILSHIRE HILLS - 4TH PLAT  
SW 1/4 SECTION 17 T48N R31W  
LEE'S SUMMIT, JACKSON COUNTY, MISSOURI

