

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/09/2025 9:40 AM

NON-STANDARD FEE: EXEMPT FEE: \$116.00 6 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0031360

Book: 223 Page: 12

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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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/09/2025 9:40 AM

FEE: \$48.00

10 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2025E0031361

Book:

Page:

Diana Smith, Recorder of Deeds

Recording Cover Sheet

Title of Document: **COVENANT TO MAINTAIN PRIVATE STORM WATER
DETENTION FACILITIES FOR FINAL PLAT OF THE
COTTAGES AT OAKWOOD**

Date of Document: May, 9 2025

Grantors: **OSH Associates, LLC, a Missouri limited liability company and
Oakwood COT 12, LLC, a Missouri limited liability company**

Grantee: **Kansas City, Missouri,
a constitutionally chartered Municipal corporation**

Grantee
Mailing Address: **City Hall 5th Floor (East)
414 E 12th Street
Kansas City, MO 64106**

Legal Description: **SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION**

Reference Book and Page: N/A

**COVENANT TO MAINTAIN PRIVATE STORM WATER DETENTION FACILITIES
FOR FINAL PLAT OF THE COTTAGES AT OAKWOOD**

THIS COVENANT is made and entered into this 26th day of February, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**"City"**), and OSH Associates, LLC, a Missouri limited liability company, Oakwood COT 12, LLC, and their successors and assigns (collectively, the **"Owner"**).

WHEREAS, Owner has an interest in certain real estate generally located at the 9700 Grandview in Kansas City, 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 the Final Plat of the Cottages at Oakwood (**"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(s) 17 and 18 (collectively, the **"Lots"**) and Tract(s) A, B and C (collectively, the **"Tracts"**) as shown on Exhibit "B" attached hereto; and

WHEREAS, the improvement proposed by Owner on the Property warrant certain private storm detention facilities (collectively, the **"Facilities"**); and

WHEREAS, the Facilities, located within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in detaining storm water; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water for the benefit of the Property; 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 reasonably necessary, of the Facilities located within the Plat.
- b. Maintain the grounds and appurtenances for the Facilities located within the Plat.
- c. Keep such appurtenances in good working condition or replace same if reasonably necessary.

- d. 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 the Property in order to inspect, maintain, repair, and/or replace the Facilities including 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 reasonable costs for such maintenance, repair, or replacement, if reasonably necessary, against Owner, and/or the owner of the Tract, and/or the owners of the Lots served by the Facilities within the Plat;
- b. Assess a lien on either the Tracts or on the Lots or both served by the Facilities within the Plat;
- c. Maintain suit against Owner, and/or the owner of the Tracts and/or the owners of the Lots served by the Facilities within the Plat for all cost incurred by the City for such maintenance.

Notwithstanding the foregoing or anything to the contrary in this Covenant, unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then current owners of the Tracts and Lots not less than thirty (30) days before it begins maintenance of the Facilities, and prior to assessing a lien or maintaining a suit, as set forth above, the Owner and/or the then current owners of the Tracts and Lots shall have such thirty (30) day period to commence the maintenance, repair, or replacement requested, or such other reasonable period depending on the nature and extent of the requested repair, maintenance, or replacement, and thereafter diligently prosecute the same to completion.

Sec. 3. Owner and/or the owner of the Tracts and/or the owner(s) of the Lots 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, unless such Facilities are replaced with equivalent facilities.

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 KC Water
4800 East 63rd Street
Kansas City, Missouri 64130

Notices to Owner shall be addressed to:
OSH Associates, LLC and Oakwood COT 12, LLC
Attn: Kenneth G. Block
4622 Pennsylvania Avenue, Suite 700
Kansas City, Missouri 64112

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.

ATTESTATION BY CITY CLERK:

[Signature]
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of KC Water

Approved as to form:

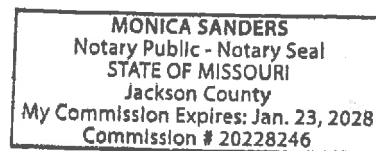
[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 26th day of February, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Monlyn 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

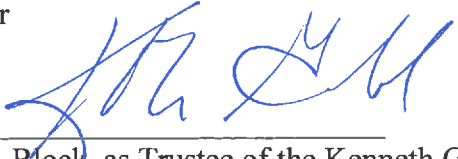


My Commission Expires: Jan 23, 2028

OWNER:

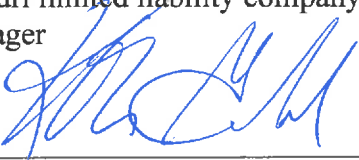
OSH ASSOCIATES, LLC,
a Missouri limited liability company

By: BK Properties, LLC
a Missouri limited liability company,
its Manager

By: 
Kenneth G. Block, as Trustee of the Kenneth G.
Block Trust dated January 11, 1991, as amended, Sole
Member

OAKWOOD COT 12, LLC,
a Missouri limited liability company

By: BK Properties, LLC
a Missouri limited liability company,
its Manager

By: 
Kenneth G. Block, as Trustee of the Kenneth G.
Block Trust dated January 11, 1991, as amended, Sole
Member

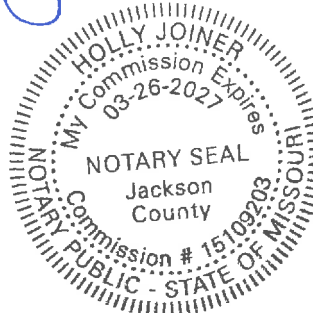
STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 17th day of February, 2025, before me, a Notary Public in and for said County and State, personally appeared Kenneth G. Block, Trustee of the Kenneth G. Block Trust dated January 11, 1991, as amended, to me personally known, who, being by me duly sworn, did say that he is the Manager of BK Properties, LLC, a Missouri limited liability company, Manager of OSH Associates, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said company, and said person acknowledged said instrument to be the free act and deed of said company.

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

Holly Joiner
Notary Public

My Commission Expires:
03-26-2027



STATE OF Missouri)
) SS.
COUNTY OF Jackson)

On this 17th day of February, 2025, before me, a Notary Public in and for said County and State, personally appeared Kenneth G. Block, Trustee of the Kenneth G. Block Trust dated January 11, 1991, as amended, to me personally known, who, being by me duly sworn, did say that he is the Manager of BK Properties, LLC, a Missouri limited liability company, Manager of Oakwood COT 12, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said company, and said person acknowledged said instrument to be the free act and deed of said company.

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

Holly Joiner
Notary Public

My Commission Expires:
03-26-2027

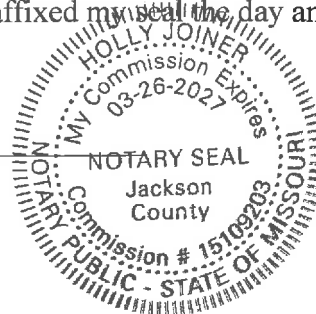


EXHIBIT A

LEGAL DESCRIPTION

A tract of land being formerly described as Exhibit A in the Deed of Trust recorded July 8, 2021 in the Office of the Recorder of Deeds for Jackson County, Missouri as Instrument No. 2021E0074651, said tract of land being situated in the East Half of the Southwest Quarter of Section 27, Township 48 North, Range 33 West in Kansas City, said County and State and being now more particularly described as follows:

Beginning at a point 667.64 feet (675.5 feet, Deed) North of the Southwest corner of the East Half of the Southwest Quarter of aforesaid Section 27; thence N 01°51'27" E along the West line of the East Half of said Section 27, a distance of 1,003.35 feet to the Southwest corner of Lot 34, RED BUD PARK, a subdivision recorded June 29, 1937 in the aforesaid Office of the Recorder of Deeds in Plat Book 23 at Page 60; thence S 86°56'20" E along the South line of Lots 34, 26, 25 and 18 of said RED BUD PARK, a distance of 826.15 feet to the Southeast corner of said Lot 18, being also a point on the Western terminus of Hill Road as dedicated and shown on said RED BUD PARK; thence S 03°03'40" W along the Western line of said Hill Road, a distance of 15.00 feet to the Southwest corner thereof, thence S 86°56'20" E along the South line of said Hill Road, a distance of 440.27 feet to the West right-of-way line of Grandview Road as now established by the Corporation Quit Claim Deed recorded May 15, 1978 in said Office of the Recorder of Deeds as Document No. K366283 in Book K845 at Page 377; thence Southerly along the West right-of-way line of Grandview Road as established by said document, the following courses and distances; thence S 04°12'27" W (S 04°34'48" W, Deed), a distance of 88.50 feet (86.32 feet, Deed); thence S 02°57'27" W (S 03°19'48" W, Deed), a distance of 836.67 feet (836.59 feet, Deed); thence Southerly along a curve to the left, tangent to the last described course, having a radius of 319.78 feet and a central angle of 11°21'18", an arc length of 63.37 feet to a point 667.64 feet (675.5 feet, Deed) North of the South line of the Southwest Quarter of said Section 27, as measured perpendicular to the South line thereof; thence N 86°56'20" W, departing from the West right-of-way line of said Grandview Road, being now along a line 667.64 feet (675.5 feet, Deed) North of and parallel with the Southwest Quarter of said Section 27, a distance of 1,251.46 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Missouri, P.L.S No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 1,252,355 square feet or 28.750 acres, more or less.

EXHIBIT B
COPY OF FINAL PLAT

[to be attached]

THE VILLAS AT OAKWOOD

Street Grade as follows:
Existing Crownover Rd.
+0.00 = 920.5
+0.50 = 980.3
+0.00 = 980.4
+0.00 = 979.8
+0.50 = 978.4
+0.50 = 977.4
+0.50 = 975.8
+0.50 = 974.5
+0.00 = 973.3
+0.50 = 972.1
+0.00 = 971.1
+0.50 = 970.5
+0.00 = 969.6
+0.50 = 968.6
+0.00 = 967.7
+0.50 = 966.6
+0.00 = 965.1
+0.50 = 964.5
+0.00 = 963.1
+0.50 = 961.4
+0.00 = 959.9
+0.50 = 958.9

POINT	NORTHING METERS	EASTING METERS	NORTHING PLANE	EASTING STATE PLANE
JA-10 RESET	300740.6361	464618.3001	1009096.015	3775962.931
1	300746.999	464551.4	1013015.09	3775944.597
2	3007482.302	4645650.8237	1013078.289	3774484.132
3	3029040.1943	4635653.9413	1013913.841	3774484.132
4	3009075.0073	4645355.9589	1014002.031	3774484.132
5	3009075.0073	4645351.9589	1014026.016	3774484.530
6	3009079.5736	4645332.2035	1014040.658	3774025.79
7	3009093.0037	4645330.7151	1014044.658	3773230.815
8	3007487.3694	4645730.8393	1013081.321	3773159.296

TOTAL LAND AREA

NET LAND AREA

AREA OF TRAILS

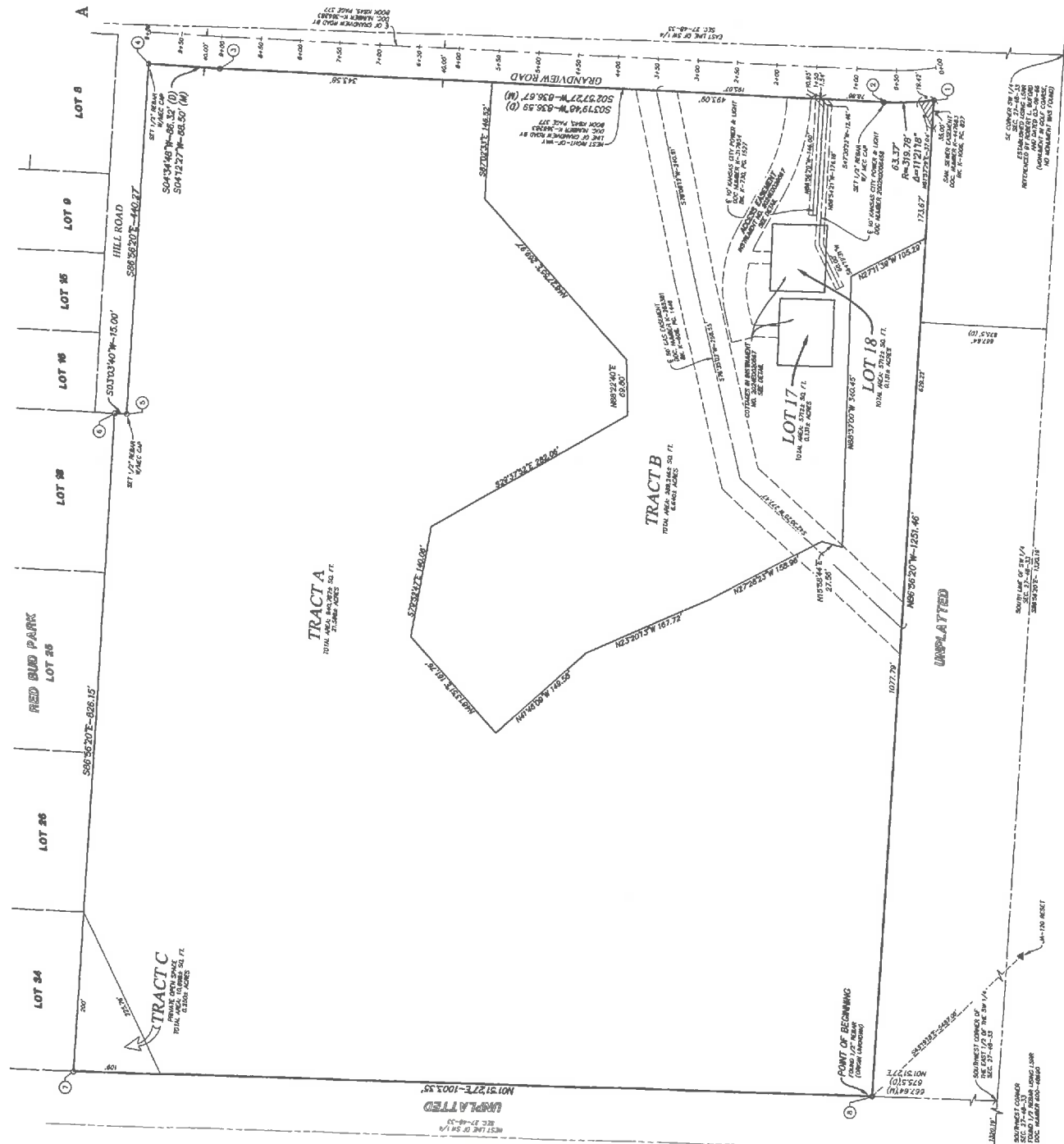
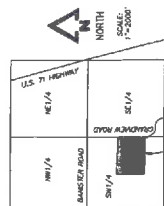
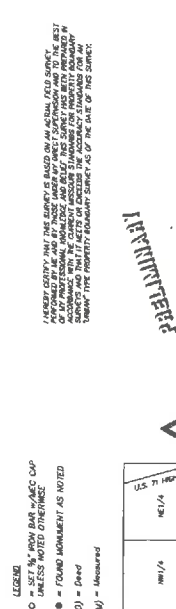
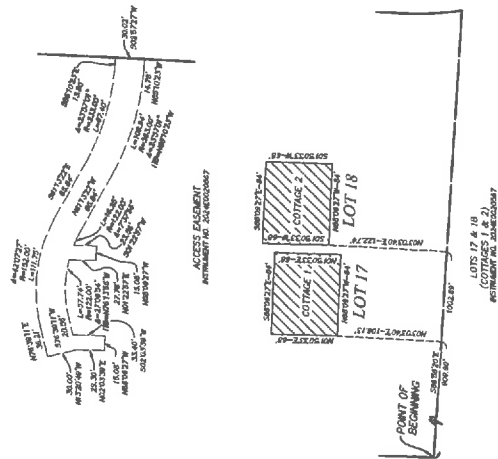
AREA OF TRAILS

1,259,855 S.F. / 38.760 ACRES

1,259,855 S.F. / 38.760 ACRES

PLAT DATA

2



RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

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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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ORDINANCE NO. 240652, AS AMENDED

Approving the plat of The Cottages at Oakwood, an addition in Jackson County, Missouri, on approximately 29 acres generally located on the west side of Grandview Road and Kings Highway; creating two (2) lots and three (3) tracts for the purpose of a residential and golf course development; 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 facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2024-00016)

..body

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of The Cottages at Oakwood, 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 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.

240652

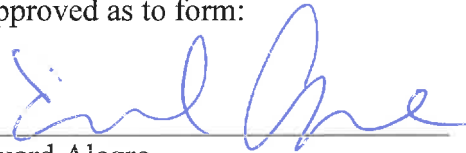
Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water and BMP Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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 facilitate the recordation 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 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 17, 2024.

Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed



Quinton Lucas, Mayor



Marilyn Sanders, City Clerk

AUG 15 2024

Date Passed

This is to certify that General Taxes for 2024, 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, May 16, 2025