

Recorded in Platte County, Missouri



Recording Date/Time: 05/15/2025 at 10:47:49 AM

Book: 1418 Page: 720

Instr #: 2025004637

Pages: 3

Fee: \$27.00 E 20250004307

OLSON



Christopher L. Wright  
Recorder of Deeds

## PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

### EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per  
compliance with State law under Exempt Status.  
RSMo 59.310.4 (effective January 1, 2002)

Christopher L. Wright  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

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# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #: 230912**

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### ORDINANCE NO. 230912

Approving the plat of Replat of Cosada Villas, an addition in Platte County, Missouri, on approximately fifteen (15) acres generally located along the east and west sides of North Granby Avenue, north of Northwest Barry Road, creating two lots for the purpose of creating eighty-six residential units; accepting various easements; 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-2023-00002)

#### BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Replat of Cosada Villas, a subdivision in Platte 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.

File #: 230912

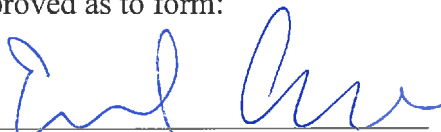
Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater and BMP Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

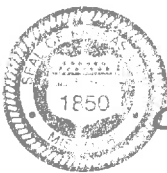
Section 4. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 5. That the City Clerk is hereby directed to 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 Platte County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on October 3, 2023.

Approved as to form:

  
 Eluard Alegre  
 Associate City Attorney



Authenticated as Passed

  
 Quinton Lewis, Mayor

  
 Marilyn Sanders, City Clerk

NOV 09 2023  
 Date Passed

This is to certify that General Taxes for 20 24, 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 14, 20 25

67/8

Recorded in Platte County, Missouri



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## PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF REPLAT OF COSADA VILLAS**

**THIS COVENANT** made and entered into this 30<sup>th</sup> day of April, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of PI Granby, LLC, a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the Barry Road and Granby Avenue in Kansas City, of Platte 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 Replat of Cosada Villas, (**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 one and two and Tract(s) of A & B 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(s) of A & B 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(s) A & B.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tract(s) A& B.
- 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(s) A & B to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract(s) A & B pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2023-022.
- 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(s) A & B 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(s) A & B, and/or the owners of Lots one and two served by The Facilities on Tract(s) A & B;
- b. Assess a lien on either the Tract(s) A & B or on the Lots one and two or both served by The Facilities on Tract(s) A & B;
- c. Maintain suit against Owner, and/or the owner of Tract(s) A & B and/or the owners of Lots one and two served by The Facilities on Tract(s) A & B 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(s) A & B and Lots one and two not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner and/or the owner of Tract(s) A & B 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 KC Water  
 4800 E. 63<sup>rd</sup> St.  
 Kansas City, Missouri 64130

Notices to Owner shall be addressed  
 to: PI Granby, LLC  
 A Missouri Limited Liability Company  
 8826 Santa Fe Drive, STE 300  
 Overland Park, KS, 66212  
 Zachary Bassin  
 913.674.0438

**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 Platte, 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: Kenneth C. Morgan  
Director of KC Water

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI )

COUNTY OF Jackson ) SS

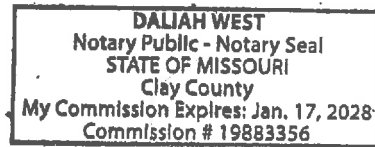
BE IT REMEMBERED that on this 30 day of April, 2025 before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, 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.

Notary Public

My Commission Expires:

January 17, 2028





OWNER  
 PI Granby, LLC  
 A Missouri Limited Liability Company  
 8826 Santa Fe Drive, STE 300  
 Overland Park, KS, 66212  
 Zachary Bassin  
 913.674.0438

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

By: Zach

Title: member

Date: 4/24/2025

Check one:

( ) Sole Proprietor

( ) Partnership

( ) Corporation

(X) Limited Liability Company (LLC)

Attach corporate seal if applicable

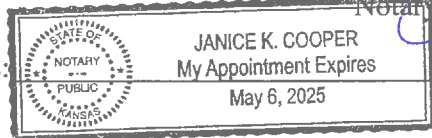
STATE OF Kansas )  
 ) SS  
 COUNTY OF Johnson )

BE IT REMEMBERED, that on the 24th day of April, 2025  
 before me, the undersigned notary public in and for the county and state aforesaid, came  
Zachary Bassin, to me personally known, who being by me duly sworn did  
 say that he is the Director of Commercial Management of PI Granby, LLC, and that said  
 instrument was signed on behalf of said Missouri Limited Liability Company by authority of its  
 LLCs partners and acknowledged said instrument to be the free act and deed of said LLC.

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

JANICE K COOPER  
 Notary Public

My commission expires:



## EXHIBIT "A"

All of Lot 1 and Lot 2, COSADA VILLA, a subdivision of land in the Northeast Quarter of Section 8 Township 51 North, Range 33 West of the 5th Principal Meridian in Platte County, Kansas City, Missouri recorded as Instrument Number 00170014 in Book 17 at Page 14 in the Platte County Recorder of Deeds Office being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092, as follows: Beginning at the Northeast corner of said Lot 1 also being a point on the West line of BARCLAY CLUB APARTMENTS, a subdivision of land in said Kansas City recorded as Instrument Number 2000006704 in Book 19 at Page 175 in said Platte County Recorder of Deeds Office; thence South 00°28'27" West on said West line also being the Easterly line of said Lot 1 a distance of 1,744.90 feet; thence South 88°42'06" East on said Easterly line, 108.00 feet; thence South 00°28'27" West on said Easterly line, 159.99 feet to a point on the existing Northerly right-of-way line of Northwest Barry Road as now established; thence North 88°42'06" West on said existing Northerly right-of-way line, 631.54 feet to a point on the Westerly line of said Lot 2; thence leaving said existing Northerly right-of-way line North 00°25'28" East on said Westerly line, 139.99 feet; thence North 88°42'06" West on said Westerly line, 140.00 feet to a point on the East line of BARRY NEAR GREEN HILLS, a subdivision of land in said Kansas City recorded as Instrument number 2011001257 in Book 20 at Page 385 in said Platte County Recorder of Deeds Office; thence North 00°25'28" East on said Westerly line and said East line, 520.58 feet; thence leaving said East line North 71°22'43" East on the Northerly line of said Lot 2, a distance of 220.83 feet; thence Northerly on said Northerly line also being the Westerly line of said Lot 1 along a curve to the right having an initial tangent bearing of North 21°43'11" West with a radius of 800.00 feet, a central angle of 00°24'21" and an arc distance of 5.67 feet; thence North 58°23'48" East on the Westerly line of said Lot 1, a distance of 374.70 feet; thence North 09°51'54" East on said Westerly line, 551.58 feet; thence North 24°07'46" West on said Westerly line, 458.17 feet to a point on the Northerly line of said Lot 1; thence South 88°56'15" East on said Northerly line, 55.26 feet; thence South 24°07'46" East on said Northerly line, 125.00 feet; thence North 21°34'08" East on said Northerly line, 120.76 feet; thence South 88°56'15" East on said Northerly line, 90.00 feet to the Point of Beginning. Containing 648,152 square feet or 14.88 acres, more or less.

