



Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 220409

ORDINANCE NO. 220409

Approving the plat of Bodhi at Seven Oaks, an addition in Jackson County, Missouri, on approximately 4.00 acres generally located at the northwest corner of E. 39th Street and Jackson Avenue, creating 2 lots and 1 tract for the purpose of a 53 unit multi-family development; 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-2022-00010)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Bodhi at Seven Oaks, 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,

Section 3. 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 4. That the Director of City Planning and 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 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 April 19, 2022.

This is to certify that General Taxes for 2023 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,

June 27, 2024



Authenticated as Passed

Quinton L. Carr
Mayor

Marilyn Sanders, City Clerk

MAY 19 2022

Approved as to form and legality:

Sarah Butts
Eluard Alegre
Associate City Attorney

07/01/2024 4:30 PM

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



INSTRUMENT NUMBER 7 BOOK & PAGE

2024E0042522

Book: Diana Smith, Recorder of Deeds
Page:



Jackson County
Recorder of Deeds
Exempt Document

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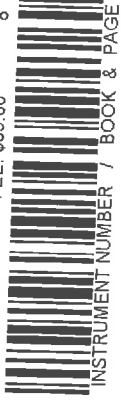


07/01/2024 4:30 PM

NON-STANDARD FEE: \$25.00

FEE: \$39.00

8 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0042523

Book: Page:

Diana Smith, Recorder of Deeds



Jackson County
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**COVENANT TO MAINTAIN
PRIVATE OPEN SPACE ADJACENT TO
BODHI AT SEVEN OAKS**

THIS COVENANT TO MAINTAIN PRIVATE OPEN SPACE ADJACENT TO BODHI AT SEVEN OAKS (this “**Agreement**”), made and entered into this ____ day of June, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (the “**City**”), and The Vecino Group, LLC, a Missouri limited liability company (“**Vecino**”).

WHEREAS, Vecino has an interest in certain real estate generally located at the Northwest Corner of E. 39th Street and Jackson Avenue, in Kansas City, Jackson County, Missouri, (“**Property**”), more specifically described in Exhibit A, attached hereto, and incorporated herein by reference; and

WHEREAS, on or about June ____, 2024, Vecino caused the Property to be platted as Bodhi at Seven Oaks (the “**Plat**”), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri and recorded at [Deed Book] [____], Page No. [____] (a copy of which Plat is attached hereto as Exhibit B); and

WHEREAS, Vecino has requested City approval to maintain certain open space identified as “Tract A” on the Plat (the “**Open Space**”), as shown on the Plat; and

WHEREAS, the City and Vecino agree that it is in the public interest for the Developer (as defined below) to maintain the Open Space for the benefit of the property and surrounding areas; and

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

Sec. 1. Developer’s Obligations:

- a. Developer shall be responsible for the continuous and perpetual maintenance and repair of the Open Space within the Plat.
- b. Developer shall keep the Open Space in good repair.
- c. “Maintenance, repair or restore/restoration” shall be defined to include any and all services and actions necessary to keep the Open Space in good repair for the continued use of the Open Space (including, but not limited to, mowing the grass and maintaining the landscaping thereon), ~~with normal wear and tear, accidental damage, vandalism, and weathering excepted.~~
- d. The costs for maintenance as described in this section above shall be borne by the person or entity that owns Tract A at the time the maintenance was performed (such entity is referred to herein as, the “**Developer**”). The initial Developer will be Vecino.

notice to correct such deficiencies.

c. Unless necessitated by a threat to life and/or safety, City shall notify the Developer and owners of Lots in the Plat, in writing, before it begins maintenance, repair, or restoration of the Open Space. City shall have no right to begin maintenance as long as Developer has commenced to maintain, repair, restore, or replace the Open Space within said fourteen (14) day period.

d. Should City choose to maintain, repair, or restore the Open Space, City will utilize materials readily available in their inventories to restore the Open Space to a safe condition, to the extent any material is required.

e. In the event that the City does provide maintenance, repair, or restoration, then City may:

1. charge the costs for such maintenance, repair, or restoration against the Developer;
2. assess a lien on the Developer; and
3. maintain suit against the Developer for all reasonable cost incurred by City for such maintenance, repair, or restoration.

Sec. 3. Termination. The rights and obligations of City and Developer shall terminate if the City requires the use of the Open Space for a public purpose within its sovereign authority and deems it necessary to acquire the Open Space.

Sec. 4. 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 City or to any person or property caused by or incidental as to the maintenance, repair, or restoration, or lack of maintenance, repair, or restoration of the Open Space.

Sec. 5. Successors and Assigns; Conveyance of Property. This Agreement and the duties, obligations, and liabilities hereby imposed, (a) are made for the direct benefit of the Property, and (b) will be binding upon and inure to the benefit of the owner of the Open Space and its respective successors, assigns, and transferees. In the event that Open Space is sold, transferred or conveyed, the seller, transferring or conveying ownership thereof shall be relieved from all liabilities, obligations, claims and actions thereafter accruing (and the purchaser or transferee of the Open Space shall be deemed to have assumed all such liabilities, obligations, claims, and actions thereafter arising hereunder). Any assignment under this Agreement not pursuant to a sale, transfer, or conveyance of the Property shall require the prior written consent of the City.

Sec. 6. Notices. All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, or commercial overnight courier. Unless a party to this Agreement has given ten (10) days' notice of a change of person and address for purposes of

Notices to the City:

Director of City Planning & Development
City Hall, 414 East 12th Street
Kansas City, Missouri 64106

Notice to Developer:

The Vecino Group, LLC
305 W. Commercial Street
Springfield, Missouri, 65803
Attn: Kim Buche

With a Copy to:

Frost Brown Todd LLP
400 W. Market Street, Suite 3200
Louisville, Kentucky 40202
Attn: Emily Ziegler

Each party shall have the right to specify that notice be addressed to any other address by giving to the other parties ten (10) days' notice thereof.

Sec. 7. Amendment. This Agreement shall not be amended, modified, canceled or abrogated without the written consent of the parties.

Sec. 8. Severability. Invalidation of any part or parts of this Agreement 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. Construction of Covenant. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Recording. Upon the effective date of this Agreement, the City shall file this Agreement in the Office for recording real estate documents in Jackson County, Missouri, and shall be binding on Developer, its successors, assigns and transferees.

Exhibit A

Surveyed description:

All that part of the Northeast Quarter of Section 22, Township 49 North, Range 33 West, in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows: commencing at the southeast corner of the Northeast Quarter of said Section 22, thence North 02 degrees 21 minutes 37 seconds East, with the east line of the Northeast Quarter of said Section 22, a distance of 30.00 feet; thence North 87 degrees 41 minutes 51 seconds West, a distance of 297.13 feet; thence North 02 degrees 21 minutes 13 seconds East, a distance of 603.10 feet to a point on the southerly right of way of 38th Street; thence continuing with the northerly right of way of 38th Street, South 87 degrees 41 minutes 08 seconds East, a distance of 297.20 feet to a point on the westerly right of way Jackson Avenue; thence continuing with the westerly right of way of Jackson Avenue, South 02 degrees 21 minutes 37 seconds West, a distance of 602.86 feet to the point of beginning. The above described tract contains 179,185 square feet or 4.11 acres.

Exhibit B

[Attached behind]

07/01/2024 4:30 PM

NON-STANDARD FEE: EXEMPT FEE: \$66.00 6 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0042521

Book: 218 Page: 20
Diana Smith, Recorder of Deeds



Jackson County
Recorder of Deeds
Exempt Document

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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
07/02/2024 2:04 PM

NON-STANDARD FEE: \$25.00 FEE: \$27.00 4 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2024E0042857

Book: Page:

Diana Smith, Recorder of Deeds



Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged the non-standard fee pursuant to RSMo 59.310.3. This certificate has been added to your document in compliance with the laws of the State of Missouri.



DEED OF RELEASE
(PARTIAL – CORPORATION)

This Deed of Release Witnesseth, that Legacy Bank and Trust Company, a Missouri chartered bank, have/having its principal place of business in Jackson County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by The Vecino Group, dated and recorded in the office of the Recorder of Deeds for Jackson County, Missouri, as Document No. 2021E0075910, in Book 2021 at Page 75910, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

Legal description Exhibit A

Any streets, if applicable, as shown on the plat of Bodhi at Seven Oaks, a subdivision of land in Kansas City, Jackson County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. _____, Book _____, Page _____.

And the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

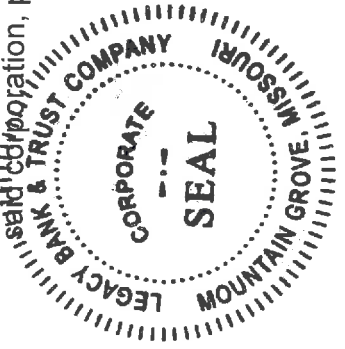
Signature Page Follows

Grantee Address

Vecino address:

3470 Campbell St. Kansas

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 24th day of May, 20 24.



By: Legacy Bank and Trust

By: Kayla Defries
VP/Relationship Manager

In the State of Missouri, County of Laclede, on this 24 day of May, 20 24, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is VP/Relationship Manager of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Kayla Defries acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

Hannah Nicole Hatfield
Notary Public

My commission expires 10-18-2026

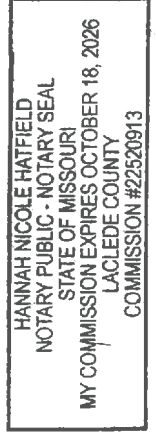


Exhibit A

All that part of the Northeast Quarter of Section 22, Township 49 North, Range 33 West, in the City of Kansas City, Jackson County, Missouri, being more particularly described as follows: commencing at the southeast corner of the Northeast Quarter of said Section 22, thence North 02 degrees 21 minutes 37 seconds East, with the east line of the Northeast Quarter of said Section 22, a distance of 30.00 feet; thence North 87 degrees 43 minutes 51 seconds West, a distance of 30.00 feet to a point on the north right of way of 39th Street, said point also being the point of beginning; thence continuing with the northerly right of way of 39th Street, North 87 degrees 43 minutes 51 seconds West, a distance of 297.13 feet; thence North 02 degrees 21 minutes 13 seconds East, a distance of 10.00 feet; thence South 87 degrees 43 minutes 51 seconds East, a distance of 217.13 feet; thence on a curve to the left, having a radius of 15.00 feet, a central angle of 89 degrees 54 minutes 30 seconds, an arc distance of 23.54 feet to a point on the westerly right of way Jackson Avenue; thence continuing with the westerly right of way of Jackson Avenue, South 02 degrees 21 minutes 37 seconds West, a distance of 24.97 feet to the point of beginning. The above described tract contains 3,019 square feet or 0.07 acres.