

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/28/2021 11:27 AM

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



INSTRUMENT NUMBER / BOOK & PAGE

2021E0118920

Book: Page:

Anissia Manuleleua, 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.



Anissia Manuleleua
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

ORDINANCE NO. 200683

Approving the plat of The Glade, First Plat, an addition in Jackson County, Missouri, on approximately 16.864 acres generally located at E. 87th Street and Drury Avenue, creating 2 lots for multi-family residential development and 7 tracts; accepting and releasing 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-2020-00012)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of The Glade, First Plat, 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 all right, title and interest in the following recorded easements be and the same are hereby released to the respective owners, their successors or assigns, over that part of aforesaid easement under the following, this release does not become effective until the final plat is recorded:

ORDINANCE NO. 200683

No.	Item No.	Name of Grantor	Instrument No.	Document Type
1.	Item 38	Kansas City	Document No. K-206170	Sewer Easement
2.	Item 39	Kansas City	Condemnation Ord. No. 43429	Sewer Easement
3.	Item 63	Kansas City	Doc. No. 1973-K-196675	Sewer Easement
4.	Item 64	Kansas City	Doc. No. 1973-K-200113	Sewer Easement
5.	Item 65	Kansas City	Doc. No. 1973-K-200114	Sewer Easement
6.	Item 66	Kansas City	Doc. No. 1973-K-200115	Sewer Easement
7.	Item 70	Kansas City	Doc. No. 1973-K-0214437	Sewer Easement
8.	Item 71	Kansas City	Doc. No. 1973-K-0208744	Sewer Easement
9.	Item 72	Kansas City	Doc. No. 1973-K-0195952	Sewer Easement

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facility Agreement (Tract D), 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 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 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on June 16, 2020.



Authenticated as Passed

[Signature]

 Quinton Lucas, Mayor

[Signature]

 Marilyn Sanders, City Clerk
 AUG 27 2020

Date Passed

Approved as to form and legality:

[Signature]

 Eluard Alegre
 Assistant City Attorney

Ordinance No. 200683

This is to certify that General _____ for
2020, 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 Jerome [Signature]

Dated, Oct 14, 2021

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI
10/28/2021 11:27 AM

NON-STANDARD FEE: \$25.00 FEE: \$69.00 18 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2021E0118921

Book: Page:

Anissia Manuleleua, Recorder of Deeds

Jackson County
Recorder of Deeds
Non-Standard Document

This document has been recorded and you have been charged
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compliance with the laws of the State of Missouri.



Anissia Manuleleua
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

10/28/2021 11:27 AM

NON-STANDARD FEE: EXEMPT FEE: \$166.00



INSTRUMENT NUMBER / BOOK & PAGE

2021E0118919

Book: 197 Page: 1

Anissia Manuleleua, Recorder of Deeds

Jackson County
Recorder of Deeds
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Anissia Manuleleua
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
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RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/28/2021 11:27 AM

NON-STANDARD FEE: EXEMPT FEE: \$166.00 6 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2021E0118919

Book: 197 Page: 1

Anissia Manuleleua, Recorder of Deeds

Jackson County
Recorder of Deeds
Exempt Document

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Anissia Manuleleua
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

Title of Document: Covenants and Restrictions for Private Open Space

Date of Document: October 28, 2021

Declarant: Oxford Acquisition, LLC

Grantee's Statutory Mailing Address: 411 Nichols Road, Suite 209, Kansas City, Missouri 64108

Legal Description: See Exhibit A

Reference Book and Page(s): N/A

COVENANTS AND RESTRICTIONS FOR PRIVATE OPEN SPACE

These COVENANTS AND RESTRICTIONS FOR PRIVATE OPEN SPACE (the “agreement”) are made on the 28 day of October, 2021 (the “Effective Date”), by Oxford Acquisition, LLC, a Missouri limited liability company (“Oxford”), with a mailing address of 411 Nichols Road, Suite 209, Kansas City, Missouri 64108.

WHEREAS, Oxford is the record owner of the property legally described as Tracts B, C and F on the Plat of the Glade, First Plat, a subdivision in Jackson County, Missouri, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference (the “Plat”); and

WHEREAS, 86th and Drury, LLC, a Delaware limited liability company (“86th and Drury”) as tenant of the Planned Industrial Expansion Authority of Kansas City, Missouri (the “PIEA”) owner of the property identified as Lots 1 and 2 on the Plat, intends to cause the construction of an apartment community, on Lots 1 and 2 on the Plat (the “Development”); and

WHEREAS, Oxford desires that the tracts shown on the plat and labeled as “Tracts B, C and F” shall be available for use by the residents of the Development as private open space (the “Private Open Space”); recognizing that providing the Private Open Space will enhance and protect the value, desirability and attractiveness of the Development by, among other things, providing for the ongoing maintenance of the Private Open Space.

NOW, THEREFORE, the Declarant hereby agrees as follows:

1. **Obligation to Maintain Private Open Space.** Oxford hereby covenants and agrees that it shall, at its sole costs and expense, be responsible for the landscaping and maintenance of the Private Open Space. Nothing herein shall prevent Oxford from agreeing with third parties to perform these obligations on behalf of Oxford.

2. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of the Oxford (as the record owner in fee title of the Private Open Space), and each subsequent record owner in fee title of the Private Open Space.

3. **Captions.** The captions herein listed are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

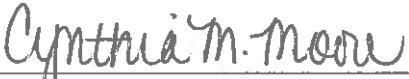
Oxford Acquisition, LLC,
a Missouri limited liability company

By: 
James E. Stowers III
Manager

STATE OF Missouri)
COUNTY OF Jackson)SS)

BE IT REMEMBERED, that on the 17th day of June, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came JAMES E. STOWERS III, the Manager of Oxford Acquisition, LLC, a Missouri limited liability company, known to be to be the person who executed the within document behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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 July 20, 2024

CYNTHIA M. MOORE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission #07541366
My Commission Expires July 20, 2024

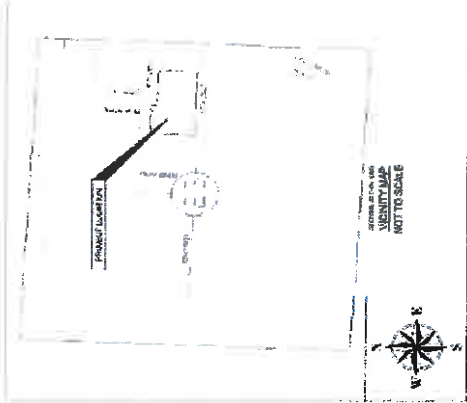
**EXHIBIT A TO
COVENANTS AND RESTRICTIONS FOR PRIVATE OPEN SPACE**

PROPERTY DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, MORE PARTICULAR DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE N86°58'54"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 498.00 FEET; THENCE N02°13'35"E, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 65.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E. 87TH STREET AS DESCRIBED BY DOCUMENT NO. 2008-E-0021150, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0006999 AND THE POINT OF BEGINNING FOR THE TRACT TO BE DESCRIBED HEREIN; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET AS DESCRIBED BY SAID DOCUMENT NO. 2008-E-0021150 AND DOCUMENT NOS. 2007-E-0152041, 2008-E-0021152, 2007-E-0152036, 2007-E-0154575, 2007-E-0161961, 2008-E-0050688, 2008-E-0050685, 2008-E-0050683 AND 2008-E-0050681 THE FOLLOWING COURSES AND DISTANCES: N86°58'54"W (DEEDS: N86°59'10"W), PARALLEL WITH AND 65 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, 557.05 FEET TO A POINT OF CURVE; THENCE IN A WESTERLY DIRECTION, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 8065.00 FEET THROUGH A CENTRAL ANGLE OF 003°13'49", AN ARC DISTANCE OF 454.70 FEET TO A POINT OF TANGENT; THENCE S89°47'17"W (DEED: N89°47'01"E), 103.55 FEET; THENCE N03°06'36"E, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET, 712.32 FEET; THENCE S86°53'24"E, 411.52 FEET; THENCE N03°06'36"E, 15.00 FEET; THENCE S86°53'24"E, 64.00 FEET; THENCE S03°06'36"W, 15.00 FEET; THENCE S86°53'24"E, 15.00 FEET; THENCE S03°06'36"W, 64.00 FEET; THENCE S86°53'24"E, 614.65 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0048026; THENCE S02°13'35"W, ALONG THE EAST LINE OF SAID TRACT OF LAND AND ITS NORTHERLY PROLONGATION THEREOF, AND ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED BY SAID DOCUMENT NO. 2009-E-0006999, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 627.96 FEET TO THE POINT OF BEGINNING, CONTAINING 16.848 ACRES, MORE OR LESS.

Plat of The Glade, First Plat

**FINAL PLAT OF
THE GLADE, FIRST PLAT
A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI
NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33**



FOR REVIEW
DATE: 02-11-2021

FOR REVIEW
DATE: 02-11-2021

SUBMITTAL DATE: 02-11-2021

COMMISSIONER OF REVENUE, MISSOURI

PLAT DESCRIPTION: THE CITY OF KANSAS CITY, MISSOURI, HAS ADOPTED THE FOLLOWING PLAT OF THE GLADE, FIRST PLAT, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33, AS SHOWN ON THE ATTACHED PLAT.

PROPERTY LOCATION: THE PROPERTY IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33, JACKSON COUNTY, MISSOURI.

PROPERTY OWNER: THE PROPERTY IS OWNED BY THE CITY OF KANSAS CITY, MISSOURI.

PROPERTY ADDRESS: THE PROPERTY IS LOCATED AT THE CORNER OF 12TH AND 13TH AVENUES, KANSAS CITY, MISSOURI.

PROPERTY SIZE: THE TOTAL AREA OF THE PROPERTY IS 1.2 ACRES.

PROPERTY USE: THE PROPERTY IS TO BE USED FOR RESIDENTIAL PURPOSES.

PROPERTY ZONING: THE PROPERTY IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY).

PROPERTY SURVEY: THE PROPERTY WAS SURVEYED BY JOHN D. SMITH, SURVEYOR, ON 02-11-2021.

PROPERTY DEED: THE PROPERTY WAS DEEDED TO THE CITY OF KANSAS CITY, MISSOURI, BY DEED NO. 123456789, DATED 02-11-2021.

LOT NUMBER	AREA (SQ. FT.)	AREA (ACRES)
1	10,000	0.228
2	10,000	0.228
3	10,000	0.228
4	10,000	0.228
5	10,000	0.228
6	10,000	0.228
7	10,000	0.228
8	10,000	0.228
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10	10,000	0.228
11	10,000	0.228
12	10,000	0.228
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16	10,000	0.228
17	10,000	0.228
18	10,000	0.228
19	10,000	0.228
20	10,000	0.228

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PROPERTY SIZE: THE TOTAL AREA OF THE PROPERTY IS 1.2 ACRES.

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PROPERTY OWNER: THE PROPERTY IS OWNED BY THE CITY OF KANSAS CITY, MISSOURI.

PROPERTY LOCATION: THE PROPERTY IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33, JACKSON COUNTY, MISSOURI.

**FINAL PLAT OF
THE GLADE FIRST PLAT**
A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI
NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33

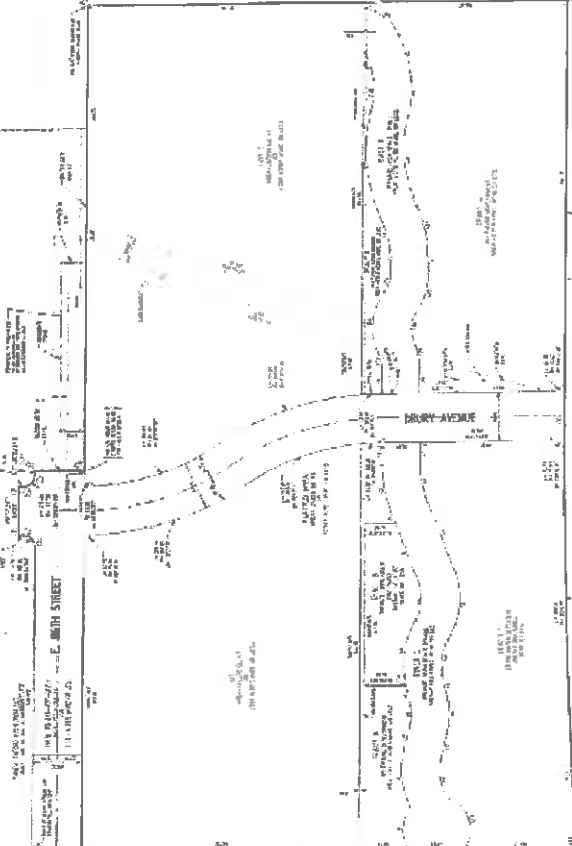
THESE PLATS, TOGETHER WITH THE PLATS OF THE OTHER SECTIONS OF THIS PLAT, SHALL BE CONSIDERED AS ONE ENTIRE PLAT AND SHALL BE SUBJECT TO THE SAME CONDITIONS AND RESTRICTIONS AS ARE SET FORTH IN THE PLATS OF THE OTHER SECTIONS OF THIS PLAT.

THESE PLATS, TOGETHER WITH THE PLATS OF THE OTHER SECTIONS OF THIS PLAT, SHALL BE CONSIDERED AS ONE ENTIRE PLAT AND SHALL BE SUBJECT TO THE SAME CONDITIONS AND RESTRICTIONS AS ARE SET FORTH IN THE PLATS OF THE OTHER SECTIONS OF THIS PLAT.

AREA OF CITY, TOWNSHIP & COUNTY

City	Area
County	Area
Township	Area

Lot No.	Area	Owner
1
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FOR REVIEW

DATE: 02-11-2021

SCALE: AS SHOWN

TALAMON & BROWN, INC.
ENGINEERS, ARCHITECTS, SURVEYORS
10000 N. WILSON ROAD, SUITE 100
KANSAS CITY, MISSOURI 64116
(816) 432-1100

SHEET 2 OF 3

**COVENANT TO MAINTAIN STORM WATER DETENTION
AND BMP FACILITIES
PLAT OF THE GLADE, FIRST PLAT**

THIS COVENANT made and entered into this 18th day of June, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation ("City"), Oxford Acquisition, a LLC, ("Oxford") and the Planned Industrial Expansion Authority of Kansas City, Missouri ("PIEA").

WHEREAS, Oxford and PIEA have an interest in certain real estate generally located at the northwest and northeast corners of the intersection of East 87th Street and Drury Avenue in Kansas City, of Jackson County, Missouri ("Property") more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Oxford and PIEA intend to cause the Property to be platted as Plat of The Glade, First Plat, ("Plat"), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, the Plat will subdivide the Property, and create pursuant to the Plat, Lots of 1 and 2 and Tracts A through G as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed 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 to be located on Tract D 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, Oxford and PIEA 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, Oxford, as the owner of land to be platted as Tract D, The Glade, First Plat and PIEA, as the owner of the land to be platted as Lots 1 and 2, The Glade, First Plat, are entering into this Covenant to grant their consents to the City's rights under this Covenant; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of the Facilities are necessary to serve the development;

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

Sec. 1. Oxford at its sole cost shall:

- (a) Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the Facilities located on Tract D.

- (b) Maintain the pipes, structures, BMPs, grounds and appurtenances for the Facilities located on Tract D.
- (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 D to the limits prescribed by the Kansas City Code of Ordinances.
- (f) Maintain the grades within Tract D pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2020-072.
- (g) Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.
- (h) Nothing herein shall prevent Oxford from agreeing with third parties to perform these obligations on behalf of Oxford.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract D in order to inspect, maintain, repair, and/or replace the Facilities including the Pipes, structures, grounds, and appurtenances if Oxford fails to maintain the same. In the event that the City does not provide maintenance for the facilities, then City may:

- (a) Charge the costs for such maintenance, repair, or replacement against Oxford, and/or the owner of Tract D, and/or the owners of Lots 1 and 2 served by the Facilities on Tract D;
- (b) Assess a lien on either Tract D or on Lots 1 and 2 or both served by the Facilities on Tract D;
- (c) Maintain suit against Oxford, and/or the owner of Tract D and/or the owners of Lots 1 and 2 served by the Facilities on Tract D for all cost incurred by the city for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Oxford, PIEA and/or the then-current owners of Tract D and Lots 1 and 2 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Oxford and/or the owner of Tract D 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 Tract D and Lots 1 and 2, The Glade, First Plat as shown on Exhibit B. Oxford shall remain liable under the terms of this Covenant unless and until Oxford 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 Oxford shall be addressed to:
Oxford Acquisition, LLC
411 Nichols Road, Suite 209
Kansas City, Missouri 64108
Attn: Jim Stowers
(816) 531-7700

Notice to PIEA shall be addressed to:

The Planned Industrial Expansion Authority of Kansas City, Missouri
300 Wyandotte, Ste. 400
Kansas City, MO 64105
ATTN: Executive Director

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 Oxford, its successors, assigns and transferees.

Sec. 11. Oxford 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 Oxford or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facilities.

[Signatures appear on the follow pages]

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)

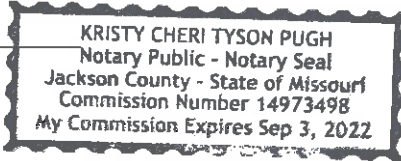
COUNTY OF Jackson)

BE IT REMEMBERED that on this 13 day of July, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came [Signature] 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 [Signature], 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 _____



THE PLANNED INDUSTRIAL EXPANSION
AUTHORITY OF KANSAS CITY, MISSOURI

By: 

Name: David Macoubrie

Title: Executive Director

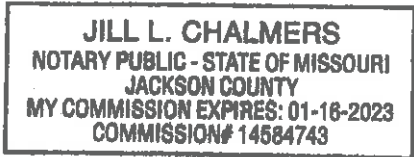
STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 18th day of June, 2021, before me, a notary public in and for said county and state, came DAVID MACOUBRIE, Executive Director of The Planned Industrial Expansion Authority of Kansas City, Missouri, a planned industrial expansion authority duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Missouri, who is personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

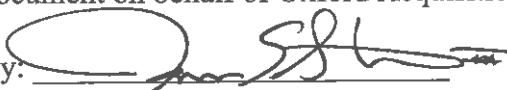

Notary Public

My commission expires: 01-16-2023



OXFORD ACQUISITION, LLC
411 Nichols Road, Suite 209
Kansas City, Missouri 64108
(816) 531-7700

I hereby certify that I have authority to execute this document on behalf of Oxford Acquisition, LLC.

By: 
James E. Stowers III

Title: Manager

Date: 6-17-21

Check one:

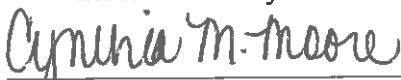
- Sole Proprietor
- Partnership
- Corporation
- Limited liability company (LLC)

Attach corporate seal if applicable

STATE OF Missouri)
)SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 17th day of June, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came JAMES B. STOWERS III, to me personally known, who being by me duly sworn did say that he is the Manager of Oxford Acquisition, LLC, and that said instrument was signed on behalf of said LLC by authority of its Manager and Members, and he 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.


Notary Public

My Commission Expires July 20, 2024

CYNTHIA M. MOORE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission #07541366
My Commission Expires July 20, 2024

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, MORE PARTICULAR DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE N86°58'54"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 498.00 FEET; THENCE N02°13'35"E, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 65.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E. 87TH STREET AS DESCRIBED BY DOCUMENT NO. 2008-E-0021150, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0006999 AND THE POINT OF BEGINNING FOR THE TRACT TO BE DESCRIBED HEREIN; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET AS DESCRIBED BY SAID DOCUMENT NO. 2008-E-0021150 AND DOCUMENT NOS. 2007-E-0152041, 2008-E-0021152, 2007-E-0152036, 2007-E-0154575, 2007-E-0161961, 2008-E-0050688, 2008-E-0050685, 2008-E-0050683 AND 2008-E-0050681 THE FOLLOWING COURSES AND DISTANCES: N86°58'54"W (DEEDS: N86°59'10"W), PARALLEL WITH AND 65 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, 557.05 FEET TO A POINT OF CURVE; THENCE IN A WESTERLY DIRECTION, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 8065.00 FEET THROUGH A CENTRAL ANGLE OF 003°13'49", AN ARC DISTANCE OF 454.70 FEET TO A POINT OF TANGENT; THENCE S89°47'17"W (DEED: N89°47'01"E), 103.55 FEET; THENCE N03°06'36"E, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET, 712.32 FEET; THENCE S86°53'24"E, 411.52 FEET; THENCE N03°06'36"E, 15.00 FEET; THENCE S86°53'24"E, 64.00 FEET; THENCE S03°06'36"W, 15.00 FEET; THENCE S86°53'24"E, 15.00 FEET; THENCE S03°06'36"W, 64.00 FEET; THENCE S86°53'24"E, 614.65 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0048026; THENCE S02°13'35"W, ALONG THE EAST LINE OF SAID TRACT OF LAND AND ITS NORTHERLY PROLONGATION THEREOF, AND ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED BY SAID DOCUMENT NO. 2009-E-0006999, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 627.96 FEET TO THE POINT OF BEGINNING, CONTAINING 16.848 ACRES, MORE OR LESS.

EXHIBIT "B"
 Plat of The Glade, First Plat

**FINAL PLAT OF
 THE GLADE, FIRST PLAT**
 A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI
 NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33

SECTION: SPLIT-UP-WAY & DRIVE CHANGES

PROJECT NO. 2021-0001

DATE: 02-11-2021

BY: [Signature]

FOR: [Signature]

PROJECT LOCATION: [Address]

OWNER: [Name]

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

PROJECT NO. 2021-0001

DATE: 02-11-2021

BY: [Signature]

FOR: [Signature]

PROJECT LOCATION: [Address]

OWNER: [Name]

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

MINUTE PLAT

FOR THE CITY OF KANSAS CITY, MISSOURI

BY: [Signature]

DATE: [Date]

FOR: [Signature]

DATE: [Date]

FOR REVIEW

DATE: 02-11-2021

PROJECT NO. 2021-0001

DATE: 02-11-2021

BY: [Signature]

FOR: [Signature]

PROJECT LOCATION: [Address]

OWNER: [Name]

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

FOR THE CITY OF KANSAS CITY, MISSOURI

BY: [Signature]

DATE: [Date]

FOR: [Signature]

DATE: [Date]

FOR REVIEW

DATE: 02-11-2021

PROJECT NO. 2021-0001

DATE: 02-11-2021

BY: [Signature]

FOR: [Signature]

PROJECT LOCATION: [Address]

OWNER: [Name]

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

FOR THE CITY OF KANSAS CITY, MISSOURI

BY: [Signature]

DATE: [Date]

FOR: [Signature]

DATE: [Date]

FOR REVIEW

DATE: 02-11-2021

PROJECT NO. 2021-0001

DATE: 02-11-2021

BY: [Signature]

FOR: [Signature]

PROJECT LOCATION: [Address]

OWNER: [Name]

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

FOR THE CITY OF KANSAS CITY, MISSOURI

BY: [Signature]

DATE: [Date]

FOR: [Signature]

DATE: [Date]

FOR REVIEW

DATE: 02-11-2021

PROJECT NO. 2021-0001

DATE: 02-11-2021

BY: [Signature]

FOR: [Signature]

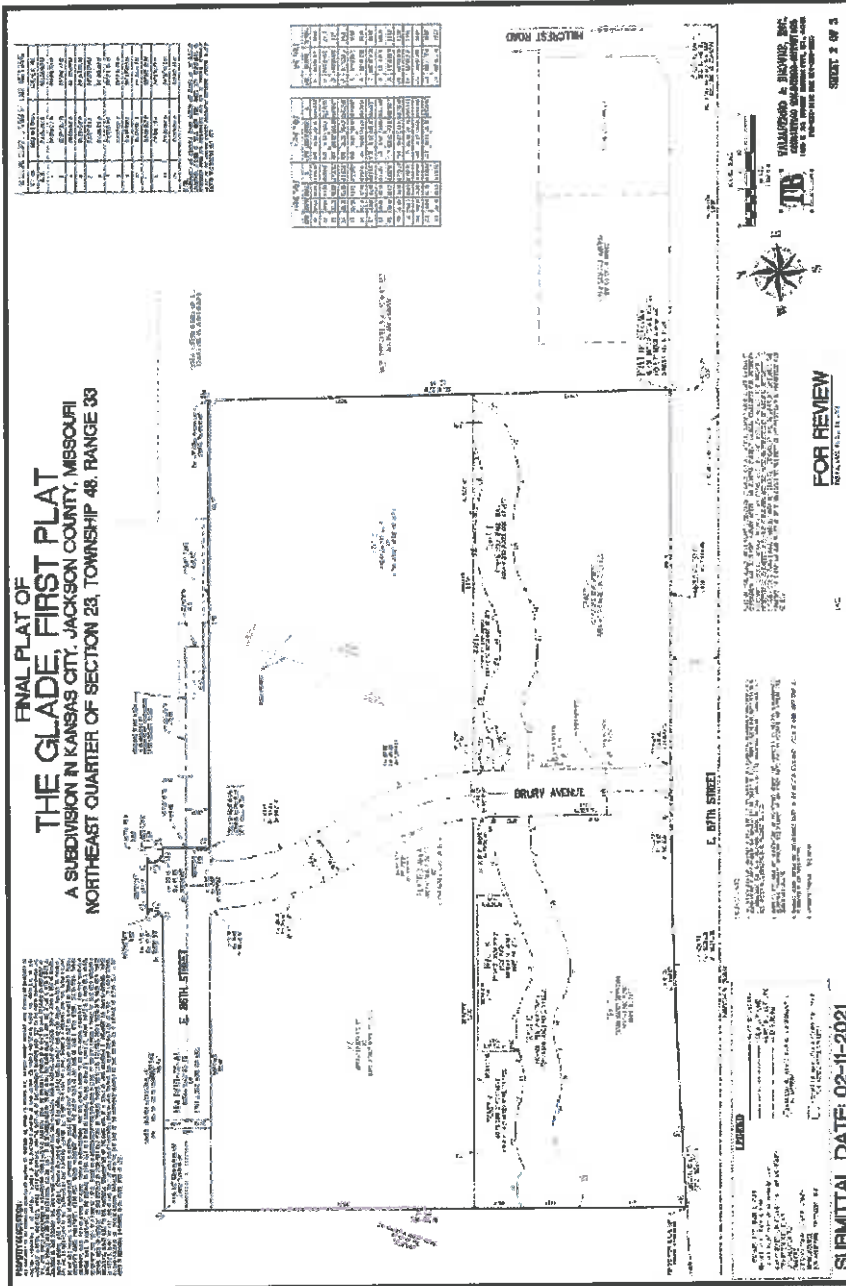
PROJECT LOCATION: [Address]

OWNER: [Name]

PREPARED BY: [Name]

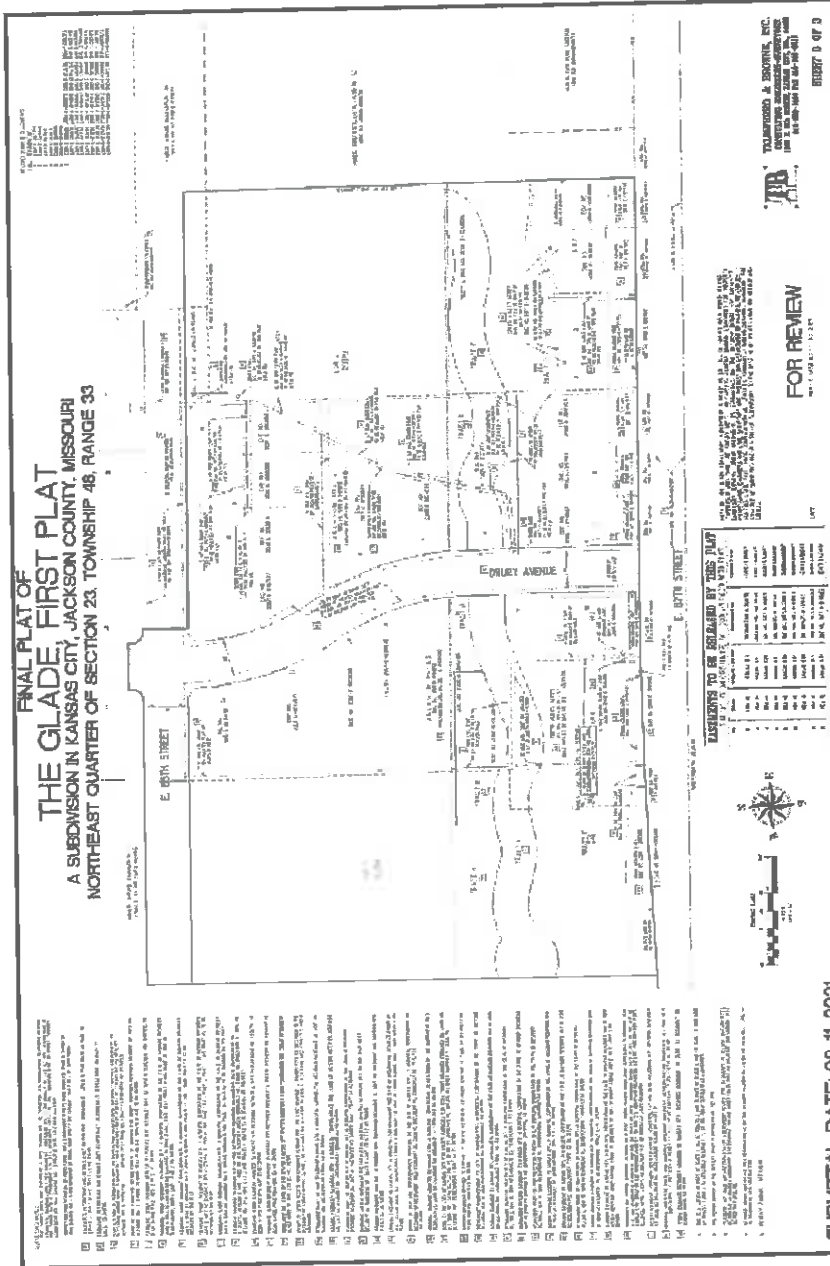
DATE: [Date]

SCALE: [Scale]



NO.	OWNER	ACRES	AREA	PERCENTAGE
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NO.	OWNER	ACRES	AREA	PERCENTAGE
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TALAMON & ASSOCIATES, INC.
1000 N. GARDNER STREET, SUITE 200
KANSAS CITY, MISSOURI 64108
TEL: 816-733-0000
WWW.TALAMONANDASSOCIATES.COM

FOR REVIEW
DATE: 02-11-2021

FOR REVISION BY THIS PLAT
DATE: 02-11-2021



SUBMITTAL DATE: 02-11-2021

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/28/2021 11:27 AM

NON-STANDARD FEE: \$25.00 FEE: \$69.00 18 PGS



INSTRUMENT NUMBER BOOK & PAGE

2021E0118921

Book: Page:

Anissia Manuleleua, 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.



Anissia Manuleleua
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

10/28/2021 11:27 AM

NON-STANDARD FEE: \$ 5.00 FEE: \$69.00 12 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2021E0118921

Book: Page:

Anissia Manuleleua, Recorder of Deeds

Jackson County
Recorder of Deeds
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Anissia Manuleleua
Recorder of Deeds

415 E. 12th Street, Room 104
Kansas City, MO 64106

112 W. Lexington, Suite 30
Independence, MO 64050

This page has been recorded as a permanent part of your document. Please do not remove.

Title of Document: Covenants and Restrictions for Private Open Space

Date of Document: _____, 2021

Declarant: Oxford Acquisition, LLC

***Grantee's Statutory
Mailing Address:*** 411 Nichols Road, Suite 209, Kansas City, Missouri 64108

Legal Description: See Exhibit A

Reference Book and Page(s): N/A

COVENANTS AND RESTRICTIONS FOR PRIVATE OPEN SPACE

These COVENANTS AND RESTRICTIONS FOR PRIVATE OPEN SPACE (the “agreement”) are made on the _____ day of _____, 2021 (the “Effective Date”), by Oxford Acquisition, LLC, a Missouri limited liability company (“Oxford”), with a mailing address of 411 Nichols Road, Suite 209, Kansas City, Missouri 64108.

WHEREAS, Oxford is the record owner of the property legally described as Tracts B, C and F on the Plat of the Glade, First Plat, a subdivision in Jackson County, Missouri, a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference (the “Plat”); and

WHEREAS, 86th and Drury, LLC, a Delaware limited liability company (“86th and Drury”) as tenant of the Planned Industrial Expansion Authority of Kansas City, Missouri (the “PIEA”) owner of the property identified as Lots 1 and 2 on the Plat, intends to cause the construction of an apartment community, on Lots 1 and 2 on the Plat (the “Development”); and

WHEREAS, Oxford desires that the tracts shown on the plat and labeled as “Tracts B, C and F” shall be available for use by the residents of the Development as private open space (the “Private Open Space”); recognizing that providing the Private Open Space will enhance and protect the value, desirability and attractiveness of the Development by, among other things, providing for the ongoing maintenance of the Private Open Space.

NOW, THEREFORE, the Declarant hereby agrees as follows:

- 1. Obligation to Maintain Private Open Space.** Oxford hereby covenants and agrees that it shall, at its sole costs and expense, be responsible for the landscaping and maintenance of the Private Open Space. Nothing herein shall prevent Oxford from agreeing with third parties to perform these obligations on behalf of Oxford.
- 2. Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of the Oxford (as the record owner in fee title of the Private Open Space), and each subsequent record owner in fee title of the Private Open Space.
- 3. Captions.** The captions herein listed are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

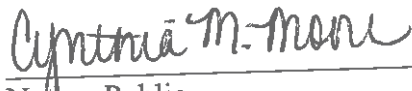
Oxford Acquisition, LLC,
a Missouri limited liability company

By: 
James E. Stowers III
Manager

STATE OF Missouri)
)SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the ____ day of _____, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came JAMES E. STOWERS III, the Manager of Oxford Acquisition, LLC, a Missouri limited liability company, known to be to be the person who executed the within document behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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


Cynthia M. Moore
Notary Public

My Commission Expires July 20, 2024

CYNTHIA M. MOORE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission #07541366
My Commission Expires July 20, 2024

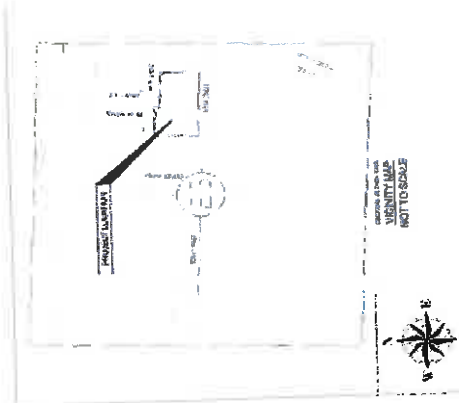
**EXHIBIT A TO
COVENANTS AND RESTRICTIONS FOR PRIVATE OPEN SPACE**

PROPERTY DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, MORE PARTICULAR DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE N86°58'54"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 498.00 FEET; THENCE N02°13'35"E, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 65.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E. 87TH STREET AS DESCRIBED BY DOCUMENT NO. 2008-E-0021150, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0006999 AND THE POINT OF BEGINNING FOR THE TRACT TO BE DESCRIBED HEREIN; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET AS DESCRIBED BY SAID DOCUMENT NO. 2008-E-0021150 AND DOCUMENT NOS. 2007-E-0152041, 2008-E-0021152, 2007-E-0152036, 2007-E-0154575, 2007-E-0161961, 2008-E-0050688, 2008-E-0050685, 2008-E-0050683 AND 2008-E-0050681 THE FOLLOWING COURSES AND DISTANCES: N86°58'54"W (DEEDS: N86°59'10"W), PARALLEL WITH AND 65 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, 557.05 FEET TO A POINT OF CURVE; THENCE IN A WESTERLY DIRECTION, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 8065.00 FEET THROUGH A CENTRAL ANGLE OF 003°13'49", AN ARC DISTANCE OF 454.70 FEET TO A POINT OF TANGENT; THENCE S89°47'17"W (DEED: N89°47'01"E), 103.55 FEET; THENCE N03°06'36"E, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET, 712.32 FEET; THENCE S86°53'24"E, 411.52 FEET; THENCE N03°06'36"E, 15.00 FEET; THENCE S86°53'24"E, 64.00 FEET; THENCE S03°06'36"W, 15.00 FEET; THENCE S86°53'24"E, 15.00 FEET; THENCE S03°06'36"W, 64.00 FEET; THENCE S86°53'24"E, 614.65 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0048026; THENCE S02°13'35"W, ALONG THE EAST LINE OF SAID TRACT OF LAND AND ITS NORTHERLY PROLONGATION THEREOF, AND ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED BY SAID DOCUMENT NO. 2009-E-0006999, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 627.96 FEET TO THE POINT OF BEGINNING, CONTAINING 16.848 ACRES, MORE OR LESS.

Plat of The Glade, First Plat

**FINAL PLAT OF
THE GLADE FIRST PLAT**
A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI
NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 48, RANGE 33



W 9TH ST
W 10TH ST
W 11TH ST

UTILITY LINES
NOT TO SCALE

FOR REVIEW
REVISED PLAT

T&E ENGINEERS & ARCHITECTS, P.C.
10000 E. 116TH ST., SUITE 100
OVERLAND PARK, MO 66213
TEL: 913-241-1100
WWW.TANDENGINEERS.COM

PLAT DESCRIPTION: The plat shows a subdivision of land in the Northeast Quarter of Section 28, Township 48N, Range 33E, Jackson County, Missouri. The subdivision consists of 12 lots, each 1/4 acre in area, bounded by W 9th St, W 10th St, and W 11th St. The lots are numbered 1 through 12. The subdivision is shown on the attached site plan.

LEGAL DESCRIPTION: The legal description of the land is as follows: Northeast Quarter of Section 28, Township 48N, Range 33E, Jackson County, Missouri.

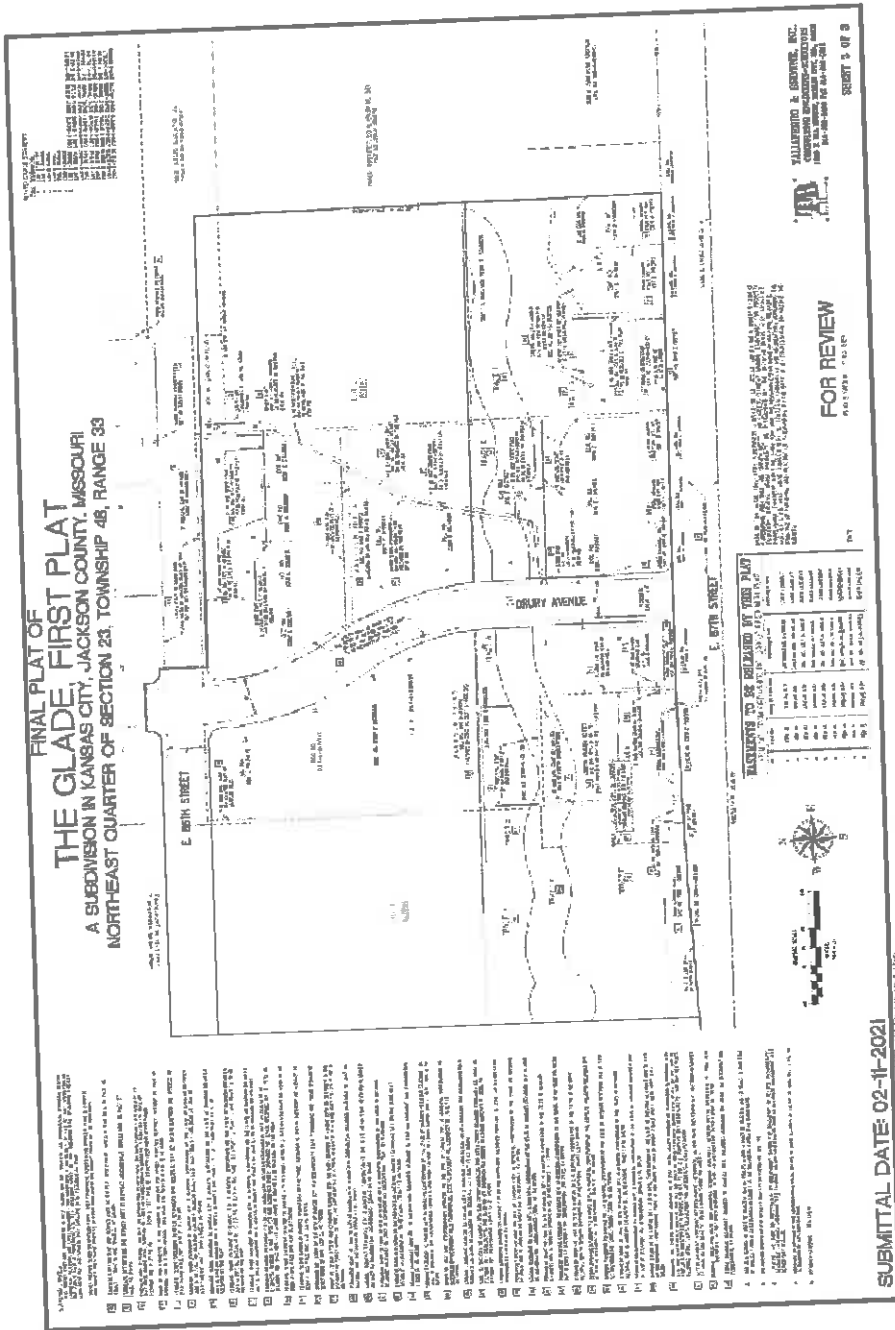
PREPARED BY: T&E ENGINEERS & ARCHITECTS, P.C.

DATE: 02-11-2021

SCALE: AS SHOWN

1095974397V-2

{31368 / 69439; 918968. }



FOR REVIEW
REVISIONS

WILLIAMS & ASSOCIATES, INC.
PLANNING & ENGINEERING
1100 N. W. 10th St., Suite 100
Fort Lauderdale, FL 33304
TEL: (954) 573-1100
FAX: (954) 573-1101
WWW.WIASSOCIATES.COM

SHEET 3 OF 3

LEGEND TO BE RELEASED BY THE PLAT

NO.	SYMBOL	DESCRIPTION
1	[Symbol]	Lot Area
2	[Symbol]	Lot Area
3	[Symbol]	Lot Area
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SUBMITTAL DATE: 02-11-2021

**COVENANT TO MAINTAIN STORM WATER DETENTION
AND BMP FACILITIES
PLAT OF THE GLADE, FIRST PLAT**

THIS COVENANT made and entered into this 18th day of June, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (“City”), Oxford Acquisition, a LLC, (“Oxford”) and the Planned Industrial Expansion Authority of Kansas City, Missouri (“PIEA”).

WHEREAS, Oxford and PIEA have an interest in certain real estate generally located at the northwest and northeast corners of the intersection of East 87th Street and Drury Avenue in Kansas City, of Jackson County, Missouri (“Property”) more specifically described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Oxford and PIEA intend to cause the Property to be platted as Plat of The Glade, First Plat, (“Plat”), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, the Plat will subdivide the Property, and create pursuant to the Plat, Lots of 1 and 2 and Tracts A through G as shown on Exhibit “B” attached hereto.

WHEREAS, the improvement proposed 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 to be located on Tract D 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, Oxford and PIEA 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, Oxford, as the owner of land to be platted as Tract D, The Glade, First Plat and PIEA, as the owner of the land to be platted as Lots 1 and 2, The Glade, First Plat, are entering into this Covenant to grant their consents to the City’s rights under this Covenant; and

WHEREAS, these covenant provisions for proper operation, preservation, and maintenance of the Facilities are necessary to serve the development;

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

Sec. 1. Oxford at its sole cost shall:

- (a) Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of the Facilities located on Tract D.

- (b) Maintain the pipes, structures, BMPs, grounds and appurtenances for the Facilities located on Tract D.
- (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 D to the limits prescribed by the Kansas City Code of Ordinances.
- (f) Maintain the grades within Tract D pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2020-072.
- (g) Obtain all necessary improvement and repair permits prior to performing any work on the Facilities.
- (h) Nothing herein shall prevent Oxford from agreeing with third parties to perform these obligations on behalf of Oxford.

Sec. 2. City is granted the right, but is not obligated to enter upon Tract D in order to inspect, maintain, repair, and/or replace the Facilities including the Pipes, structures, grounds, and appurtenances if Oxford fails to maintain the same. In the event that the City does not provide maintenance for the facilities, then City may:

- (a) Charge the costs for such maintenance, repair, or replacement against Oxford, and/or the owner of Tract D, and/or the owners of Lots 1 and 2 served by the Facilities on Tract D;
- (b) Assess a lien on either Tract D or on Lots 1 and 2 or both served by the Facilities on Tract D;
- (c) Maintain suit against Oxford, and/or the owner of Tract D and/or the owners of Lots 1 and 2 served by the Facilities on Tract D for all cost incurred by the city for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Oxford, PIEA and/or the then-current owners of Tract D and Lots 1 and 2 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Oxford and/or the owner of Tract D 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 Tract D and Lots 1 and 2, The Glade, First Plat as shown on Exhibit B. Oxford shall remain liable under the terms of this Covenant unless and until Oxford 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 Oxford shall be addressed to:
Oxford Acquisition, LLC
411 Nichols Road, Suite 209
Kansas City, Missouri 64108
Attn: Jim Stowers
(816) 531-7700

Notice to PIEA shall be addressed to:

The Planned Industrial Expansion Authority of Kansas City, Missouri
300 Wyandotte, Ste. 400
Kansas City, MO 64105
ATTN: Executive Director

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 Oxford, its successors, assigns and transferees.

Sec. 11. Oxford 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 Oxford or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain the Facilities.

[Signatures appear on the follow pages]

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: _____

Director of City Planning and Development

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)

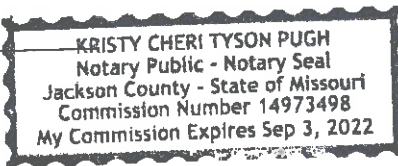
COUNTY OF Jackson)

BE IT REMEMBERED that on this 13 day of July, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams 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 Mani Desai Senelus, 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.

Kristy Cheri Tyson Pugh
Notary Public

My Commission Expires _____



THE PLANNED INDUSTRIAL EXPANSION
AUTHORITY OF KANSAS CITY, MISSOURI

By: *David Macoubrie*
Name: David Macoubrie
Title: Executive Director

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 18th day of June, 2021, before me, a notary public in and for said county and state, came DAVID MACOUBRIE, Executive Director of The Planned Industrial Expansion Authority of Kansas City, Missouri, a planned industrial expansion authority duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Missouri, who is personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

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

Jill L. Chalmers
Notary Public

My commission expires: 01-16-2023

JILL L. CHALMERS
NOTARY PUBLIC - STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES: 01-16-2023
COMMISSION# 14684743

OXFORD ACQUISITION, LLC
411 Nichols Road, Suite 209
Kansas City, Missouri 64108
(816) 531-7700

I hereby certify that I have authority to execute this document on behalf of Oxford Acquisition, LLC.

By: [Signature]
James E. Stowers III

Title: Manager

Date: 6-17-2021

Check one:
 Sole Proprietor
 Partnership
 Corporation
 Limited liability company (LLC)

Attach corporate seal if applicable

STATE OF Missouri)
)SS
COUNTY OF Jackson)

BE IT REMEMBERED, that on the 17th day of June, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came JAMES B. STOWERS III, to me personally known, who being by me duly sworn did say that he is the Manager of Oxford Acquisition, LLC, and that said instrument was signed on behalf of said LLC by authority of its Manager and Members, and he 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.

Cynthia M. Moore
Notary Public

My Commission Expires July 20, 2024

CYNTHIA M. MOORE
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission #07541386
My Commission Expires July 20, 2024

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33, KANSAS CITY, JACKSON COUNTY, MISSOURI, MORE PARTICULAR DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE N86°58'54"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 498.00 FEET; THENCE N02°13'35"E, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 65.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E. 87TH STREET AS DESCRIBED BY DOCUMENT NO. 2008-E-0021150, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0006999 AND THE POINT OF BEGINNING FOR THE TRACT TO BE DESCRIBED HEREIN; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET AS DESCRIBED BY SAID DOCUMENT NO. 2008-E-0021150 AND DOCUMENT NOS. 2007-E-0152041, 2008-E-0021152, 2007-E-0152036, 2007-E-0154575, 2007-E-0161961, 2008-E-0050688, 2008-E-0050685, 2008-E-0050683 AND 2008-E-0050681 THE FOLLOWING COURSES AND DISTANCES: N86°58'54"W (DEEDS: N86°59'10"W), PARALLEL WITH AND 65 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER, 557.05 FEET TO A POINT OF CURVE; THENCE IN A WESTERLY DIRECTION, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 8066.00 FEET THROUGH A CENTRAL ANGLE OF 003°13'49", AN ARC DISTANCE OF 454.70 FEET TO A POINT OF TANGENT; THENCE S89°47'17"W (DEED: N89°47'01"E), 103.55 FEET; THENCE N03°06'36"E, LEAVING THE NORTH RIGHT-OF-WAY LINE OF SAID E. 87TH STREET, 712.32 FEET; THENCE S86°53'24"E, 411.52 FEET; THENCE N03°06'36"E, 15.00 FEET; THENCE S86°53'24"E, 64.00 FEET; THENCE S03°06'36"W, 15.00 FEET; THENCE S86°53'24"E, 15.00 FEET; THENCE S03°06'36"W, 64.00 FEET; THENCE S86°53'24"E, 614.65 FEET TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF A TRACT OF LAND DESCRIBED BY DOCUMENT NO. 2009-E-0048026; THENCE S02°13'35"W, ALONG THE EAST LINE OF SAID TRACT OF LAND AND ITS NORTHERLY PROLONGATION THEREOF, AND ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED BY SAID DOCUMENT NO. 2009-E-0006999, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 627.96 FEET TO THE POINT OF BEGINNING, CONTAINING 16.848 ACRES, MORE OR LESS.

EXHIBIT "B"
Plat of The Glade, First Plat

**FINAL PLAT OF
THE GLADE, FIRST PLAT**
A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI
NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33

PROPERTY OF
VICTORY MAR
NOT TO SCALE

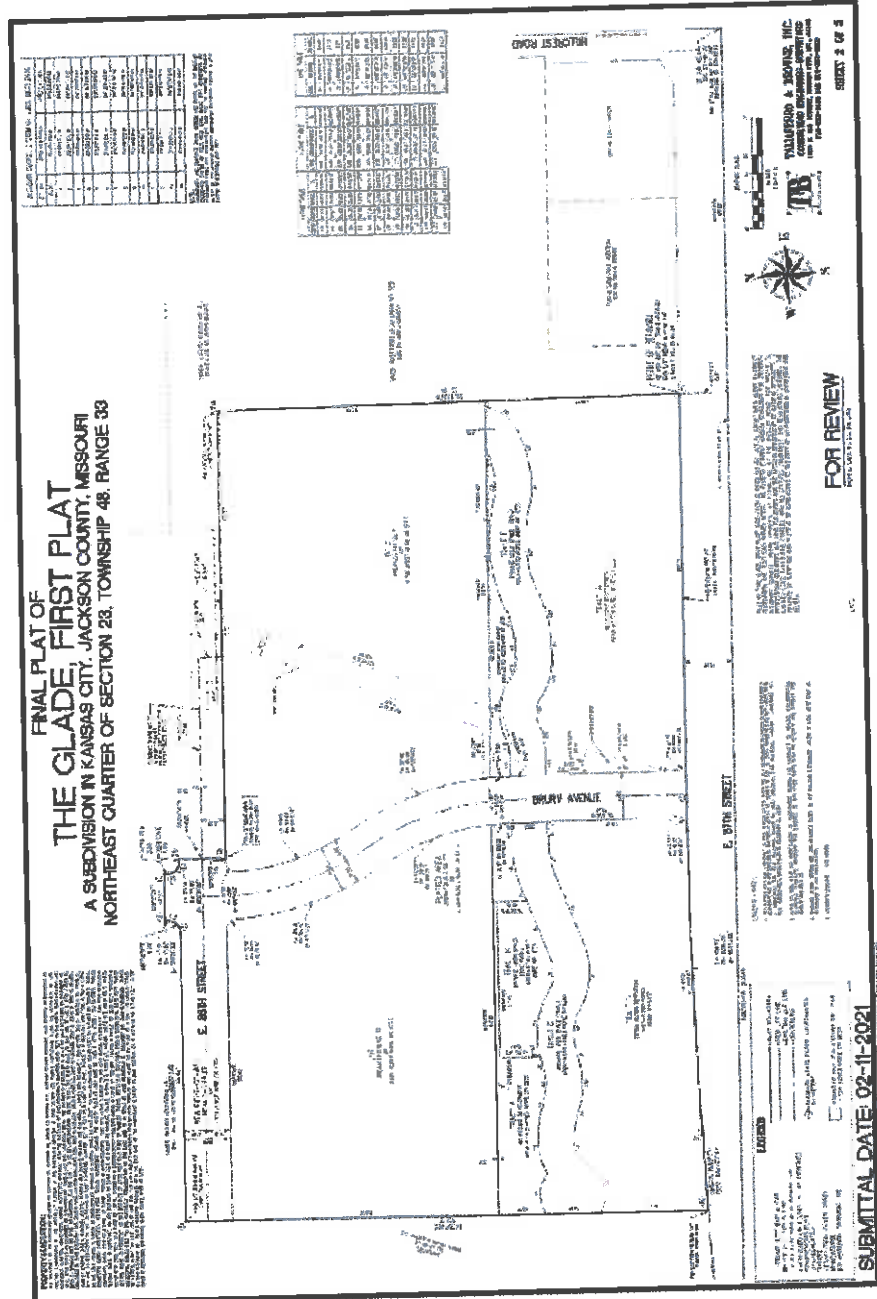
FOR REVIEW
MAY 15, 2021

PLANNING & DESIGN, INC.
11111 N. W. 10TH ST., SUITE 100
OKLAHOMA CITY, OK 73158

FOR REVIEW
MAY 15, 2021

NEW STREET CROSSING CHANGES TO BE EXEMPTED WITH THIS PLAT

STREET	EXISTING CROSSING	PROPOSED CROSSING
10TH ST	10TH ST	10TH ST
11TH ST	11TH ST	11TH ST
12TH ST	12TH ST	12TH ST
13TH ST	13TH ST	13TH ST
14TH ST	14TH ST	14TH ST
15TH ST	15TH ST	15TH ST
16TH ST	16TH ST	16TH ST
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98TH ST	98TH ST	98TH ST
99TH ST	99TH ST	99TH ST
100TH ST	100TH ST	100TH ST



1. ALL LOTS ARE TO BE CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI, FOR THE PURPOSES OF THE CITY'S PUBLIC UTILITIES AND TRAVEL FACILITIES.

2. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

3. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

4. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

5. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

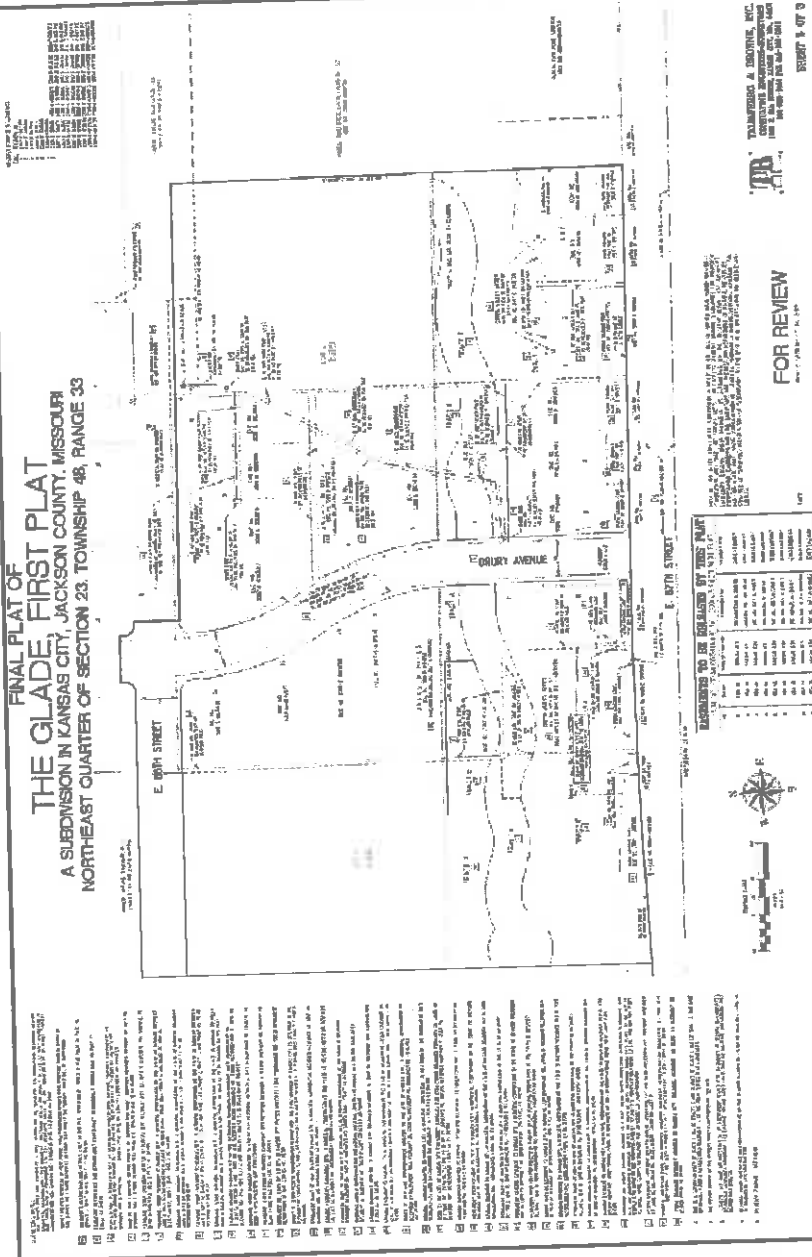
6. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

7. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

8. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

9. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.

10. THE CITY OF KANSAS CITY, MISSOURI, IS THE GRANTEE OF ALL LOTS SHOWN ON THIS PLAT.



**FINAL PLAT OF
THE GLADE, FIRST PLAT**
 A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI
 NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 48, RANGE 33

REMARKS ON THE ORIGINAL OF THIS PLAT

No.	Description	Area
1	Lot 1	0.10
2	Lot 2	0.10
3	Lot 3	0.10
4	Lot 4	0.10
5	Lot 5	0.10
6	Lot 6	0.10
7	Lot 7	0.10
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93	Lot 93	0.10
94	Lot 94	0.10
95	Lot 95	0.10
96	Lot 96	0.10
97	Lot 97	0.10
98	Lot 98	0.10
99	Lot 99	0.10
100	Lot 100	0.10



SUBMITTAL DATE: 02-11-2021

TRANSMISSIONS & SERVICE, INC.
 10000 N. MISSOURI AVENUE, SUITE 100
 KANSAS CITY, MISSOURI 64116

FOR REVIEW