

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/27/2026 8:21 AM

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



INSTRUMENT NUMBER / BOOK & PAGE

2026E0038612

Book: Page:

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

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



File #: 230150

ORDINANCE NO. 230150

Approving the plat of Trails at Bannister, First Plat, an addition in Jackson County, Missouri, on approximately 16.832 acres generally located along the northern side of East Bannister at Fremont Avenue, creating 1 lot and 3 tracts for the purpose of a 216 unit multi-family subdivision; 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-2022-00046)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Trails at Bannister, 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.

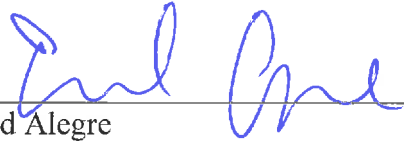
Section 3. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 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.

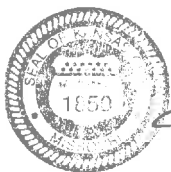
Section 5. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Jackson County, Missouri.

Section 6. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on January 17, 2022.

Approved as to form:



Eluard Alegre
Associate City Attorney



Authenticated as Passed



Quinton L. ... Mayor

Marilyn Sanders, City Clerk

MAR 02 2023

Date Passed

This is to certify that General Taxes for 2025, 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 20, 2024

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/27/2026 8:34 AM

FEE: \$24.00

2 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2026E0038638

Book: Page:

Diana Smith, Recorder of Deeds

WHEN RECORDED RETURN TO:

*Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111-3538*

Title of Document: Subordination of Deed of Trust / Trails at Bannister, First Plat

Date of Document: May 27, 2025

Grantor(s): Pedcor Investments, A Limited Liability Company

Grantee(s): OakStar Bank

Grantee(s) Mailing Address: 1020 E. Battlefield
P.O. Box 14680
Springfield, MO 64814-0680

Legal Description: See Page 1

05/27/2026 8:34 AM

FEE: \$48.00 10 PGS



INSTRUMENT NUMBER / BOOK & PAGE

2026E0038637

Book: Page:
Diana Smith, Recorder of Deeds

WHEN RECORDED RETURN ORIGINAL TO:

Patricia R. Jensen, Esq.
Rouse Frets White Goss Gentile Rhodes, P.C.
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112

Title of Document: Covenant to Maintain Detention Facility and BMP
Facilities – Trails at Bannister, First Plat

Date of Document: *January 5, 2025*

Grantor(s): Pedcor Investments, A Limited Liability Company

Grantee(s): Kansas City, Missouri

Grantee(s) Mailing Address: 4800 E. 63rd Street
Kansas City, Missouri 64130

Legal Description: See Exhibit A

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF TRAILS AT BANNISTER, FIRST PLAT**

THIS COVENANT made and entered into this 5th day of January, 2028, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**Grantee and/or City**), and of Pedcor Investments, A Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at 6200 E. Bannister Road in Kansas City, of 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 Plat of Trails at Bannister, First Plat (**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 1 and Tracts of "A", "B" and "C" 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 "C" 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 "C", Trails at Bannister, First Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract "C" Trails at Bannister, First Plat.
- 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 "C", Trails at Bannister, First Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract "C", Trails at Bannister, First Plat pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2023-054.
- 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 "C", Trails at Bannister, First Plat 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 owners of Lot 1 served by the Facility on Tract "C";
- b. Assess a lien on Lot 1 served by the Facility on Tract "C";
- c. Maintain suit against Owner, and/or the owner of Lot 1 served by the Facility on Tract "C" 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 Tracts "A", "B", "C" and Lot 1 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract "C" 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 Kansas City Water
4800 E. 63rd Street
Kansas City, MO 64130

Notices to Owner shall be addressed to:
Pedcor Investments, A Limited Liability Company
770 3rd Avenue S.W.
Carmel, IN 46032
Attn: Thomas G. Crowe
Phone Number: 317-587-0341

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.

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.

OWNER

Pedcor Investments,
A Limited Liability Company

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

By: [Signature]
Thomas G. Crowe, Executive Vice President

Date: 12/19/2025

- Check one:
- Sole Proprietor
 - Partnership
 - Corporation
 - Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF INDIANA)
) SS
COUNTY OF HAMILTON)

BE IT REMEMBERED, that on the 19th day of December, 2025, before me, the undersigned notary public in and for the county and state aforesaid, came Thomas G. Crowe, to me personally known, who being by me duly sworn did say that he is the Executive Vice President of Pedcor Investments, A Limited Liability Company, and that said instrument was signed on behalf of said, Limited Liability Company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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

Alexis Prater
Notary Public

My commission expires: 02/10/2030

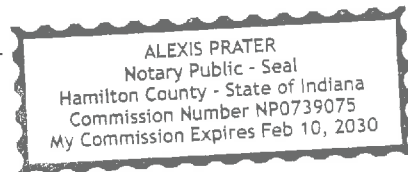


EXHIBIT "A"

A tract of land being situated in a portion of Lots 3 and 4 SECHREST ESTATE, according to the recorded plat thereof and made a part of the Commissioner's Report in Case No. 24821 and recorded December 20, 1911 in the Office of the Recorder of Deeds for Jackson County, Missouri as Document No. 846683 in Book B-1405 at Page 171, said tract of land being a part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 48 North, Range 33 West in Kansas City, in said County and State and being now more particularly described as follows:

Commencing at a found railroad spike in a monument box marking the Southeast corner of the Northwest Quarter (Center of Section) of aforesaid Section 25; thence N 86° 51' 45" W along the South line of the Northwest Quarter of said Section 25, a distance of 247.20 feet; thence N 03° 08' 15" E, perpendicular to the last described course, a distance of 35.72 feet to a point 40 feet North of the centerline of E. Bannister Road as measured perpendicular to the centerline thereof, said point being the intersection of the North right-of-way line of said E. Bannister Road as now established 80 feet wide with the Westerly right-of-way line of the Kansas City Southern Railway right-of-way as now established 150 feet wide and the Point of Beginning of the tract of land to be herein described; thence N 86° 55' 39" W along the North right-of-way line of said E. Bannister Road, being along a line 40 feet North of and parallel with the centerline thereof, a distance of 783.94 feet; thence N 03° 04' 21" E, departing from said North right-of-way line, perpendicular to the last described course and being now across a portion of aforesaid Lot 3, a distance of 77.83 feet; thence S 86° 55' 39" E, perpendicular to the last described course, a distance of 178.96 feet; thence Easterly and Northeasterly along a curve to the left, tangent to the last described course, having a radius of 15.00 feet and a central angle of 51° 37' 05", an arc length of 13.51 feet; thence N 41° 27' 16" E, tangent to the last described curve, a distance of 105.56 feet; thence Northeasterly and Northerly along a curve to the left, tangent to the last described course, having a radius of 15.00 feet and a central angle of 38° 22' 55", an arc length of 10.05 feet; thence N 03° 04' 21" E, tangent to the last described curve, a distance of 264.25 feet; thence N 86° 55' 39" W, perpendicular to the last described course, a distance of 25.00 feet; thence N 03° 04' 21" E, perpendicular to the last described course, a distance of 185.44 feet to a point on the North line of the South Half of the Southeast Quarter of the Northwest Quarter of said Section 25; thence S 86° 51' 17" E along the North line of the South Half of the Southeast Quarter of the Northwest Quarter of said Section 25, a distance of 125.26 feet to a point on the East line of said Lot 3, being also a point on the West line of aforesaid Lot 4; thence N 02° 11' 12" E along the East line of said Lot 3, being also along the West line of said Lot 4, a distance of 590.42 feet to a point 70 feet South of the North line of said Lots 3 and 4 as measured perpendicular to the North line thereof, said point being the Southwest corner of the tract of land described as set forth in the Missouri Warranty Deed recorded December 2, 1993 in the Office of the recorder of Deeds for said County and State as Document No. K-1112960 in Book K-2484 at Page 1121; thence S 86° 50' 49" E along the South line of the North 70 feet of said Lot 4 and along the South line of the tract of land described in said Document No. K-1112960, a distance of 239.09 feet to a point on the West line of the tract of land described as set forth in the Missouri Warranty Deed recorded December 31, 1992 in said Office of the recorder of Deeds as Document No. K-1112959 in Book K-2484 at Page 118; thence S 02° 11' 12" W along the West line of the tract of land described in said Document No. K-1112959, a distance of 200.03 feet to the Southwest corner thereof, said point being 270 feet South of the North line of said Lot 4 as measured perpendicular to the North line thereof; thence S 86° 50' 49" E along the South line of the North 270 feet of said Lot 4 and along the South

line of the tract of land described in said Document No. K-1112959, a distance of 179.09 feet to the Southeast corner thereof; thence N 02° 11' 12" E along the East line of the tract of land described in said Document No. K-1112959, being also along the East line of the tract of land described as set forth in the Missouri Warranty Deed recorded December 31, 1992 in said Office of the recorder of Deeds as Document No. K-1060221 in Book K-2338 at Page 1784, a distance of 250.04 feet to a point on the South right-of-way line of E. 93rd Street as now established 20 feet South of the North line of the Southeast Quarter of the Northwest Quarter of said Section 25 as measured perpendicular to the North line thereof; thence S 86° 50' 49" E along the South right-of-way line of said E. 93rd Street, being along a line 20 feet South of and parallel with the North line of said Quarter, Quarter Section, a distance of 219.75 feet to the intersection with the Westerly right-of-way line of said Kansas City Southern Railway as now established 150 feet wide; thence Southerly along said Westerly right-of-way line, being now along a curve to the right having an initial tangent bearing of S 02° 30' 33" W, a radius of 2,789.03 feet and a central angle of 12° 50' 34", an arc length of 625.16 feet; thence S 15° 21' 07" W, tangent to the last described curve and continuing along the Westerly right-of-way line of said Kansas City Southern Railway, a distance of 659.05 feet to the Point of Beginning. This description having been prepared by Steven R. Whitaker, Mo. P.L.S No. 2005019220. MEC Corporate Certificate / License No. 2012009395.

Containing 733,200 square feet or 16.832 acres, more or less.

