



## Kansas City

414 E. 12th Street  
Kansas City, MO 64106

## Legislation Text

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**File #: 210717, Version: 1**

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## ORDINANCE NO. 210717

Approving the plat of Cadence Villas - Second Plat, an addition in Clay and Platte Counties, Missouri, on approximately 18.45 acres generally located on the east side of N. Platte Purchase Drive in-between N.W. 108th Street to the north and N.W. Tiffany Springs Parkway to the south, creating 62 lots and 1 tract for the purpose of constructing a 62-lot single family subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00028)

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

Section 1. That the plat of Cadence Villas - Second Plat, a subdivision in Clay and Platte Counties, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That the plat granting and reserving unto Kansas City an easement and license or right to locate, construct, operate and maintain facilities including, but not limited to, water, gas, sewerage, telephone, cable TV, surface drainage, underground conduits, pad mounted transformers, service pedestals, any and all of them upon, over, under and along the strips of land outlined and designated on the plat by the words utility easement or U/E be and the same are hereby accepted and where other easements are outlined and designated on the plat for a particular purpose, be and the same are hereby accepted for the purpose as therein set out.

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true

File #: 210717, Version: 1

planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

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 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 Clay and Platte Counties, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 20, 2021.

Approved as to form and legality:

Euard Alegre  
Assistant City Attorney



Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

AUG 26 2021

Date Passed

This is to certify that General Taxes for 2021, 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, July 19, 2021

69  
17  
①

Recorded in Platte County, Missouri

Recording Date/Time: 08/05/2022 at 09:16:00 AM

Instr Number: 2022010966

Book: 1382 Page: 474

Type: DE ORD

Pages: 17

Fee: \$69.00 E



Grantor: KANSAS CITY

Grantee: CADENCE VILLAS SECOND PLAT

KC



# 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)

Gloria Boyer  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

Recorded in Clay County, Missouri



Recording Date/Time: 08/04/2022 at 02:26:33 PM

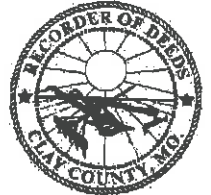
Instr #: 2022025885

Book: 9422 Page: 75

Type: ORD

Pages: 16

Fee: \$66.00 E 20220022763

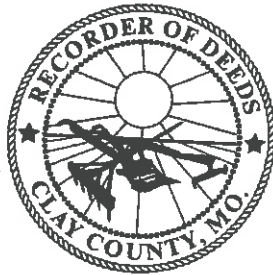


Katee Porter  
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE  
CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

This document has been recorded under exempt status pursuant to RSMO 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



Katee Porter  
Recorder of Deeds  
Clay County Courthouse  
Liberty, MO 64068

THIS PAGE HAS BEEN ADDED AS THE FIRST PAGE OF YOUR DOCUMENT-DO NOT REMOVE THIS PAGE

Book 1382 Page 474

Plu

FINAL PLAT OF CADENCE VILLAGES - SECOND PLAT SW 1/4, SEC. 27, T52N., R33W. NW 1/4, SEC. 34, T52N., R33W. KANSAS CITY, CLAY & PLATTE COUNTY, MISSOURI

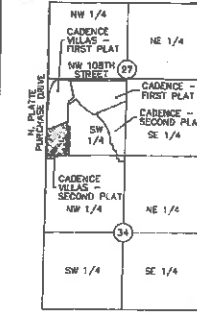


Table with 5 columns: Lot, Rear Left MBDE, Rear Right MBDE, Front Left MBDE, Front Right MBDE. Lists lot numbers 56 through 116 and their corresponding MBDE values.

Table with 5 columns: Lot, Rear Left MBDE, Rear Right MBDE, Front Left MBDE, Front Right MBDE. Lists lot numbers 56 through 116 and their corresponding MBDE values.

UNPLATTED BOARD OF PARK & RECREATION COMMISSIONERS INSTRUMENT # 2020013335 SW 1/4 PG 120 PARCEL ID 18-B-0-13-000-000-001 00

PROPERTY DESCRIPTION A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 34 AND SOUTHWEST QUARTER OF SECTION 27, ALL IN TOWNSHIP 52 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, CLAY AND PLATTE COUNTY, MISSOURI...

PLAT DEDICATION: THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT...

STATE PLANE COORDINATE TABLE with 3 columns: Point Number, Old Easting, Old Northing. Lists points 1 through 29 and their coordinate values.

SURVEYORS NOTES:

- 1. PROPERTY INFORMATION REFERENCING THIS SURVEY WAS TAKEN FROM THE COMBINATION FOR TITLE INSURANCE REPORT...
2. BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983...

THIS PLAT AND SURVEY OF CADENCE VILLAGES - SECOND PLAT SUBDIVISION WAS EXECUTED BY OLSSON, 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116. I HEREBY CERTIFY THAT THE PLAT OF CADENCE VILLAGES - SECOND PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION...



OLSSON, MO G.L.S. 362 JARON S. BOLDENBURG, MO P.L.S. 3002014082 7801 DUBUQUE BLVD. ST. LOUIS, MO 63105

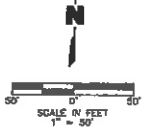
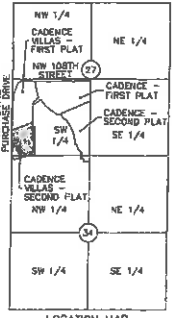
DATE OF SURVEY 08/24/2021, olsson logo, and other administrative information.



FINAL PLAT OF  
**CADENCE VILLAS - SECOND PLAT**  
 SW 1/4, SEC. 27, T22N, R39W.  
 NW 1/4, SEC. 34, T51N, R39W.  
 KANSAS CITY, CLAY & PLATTE COUNTY, MISSOURI

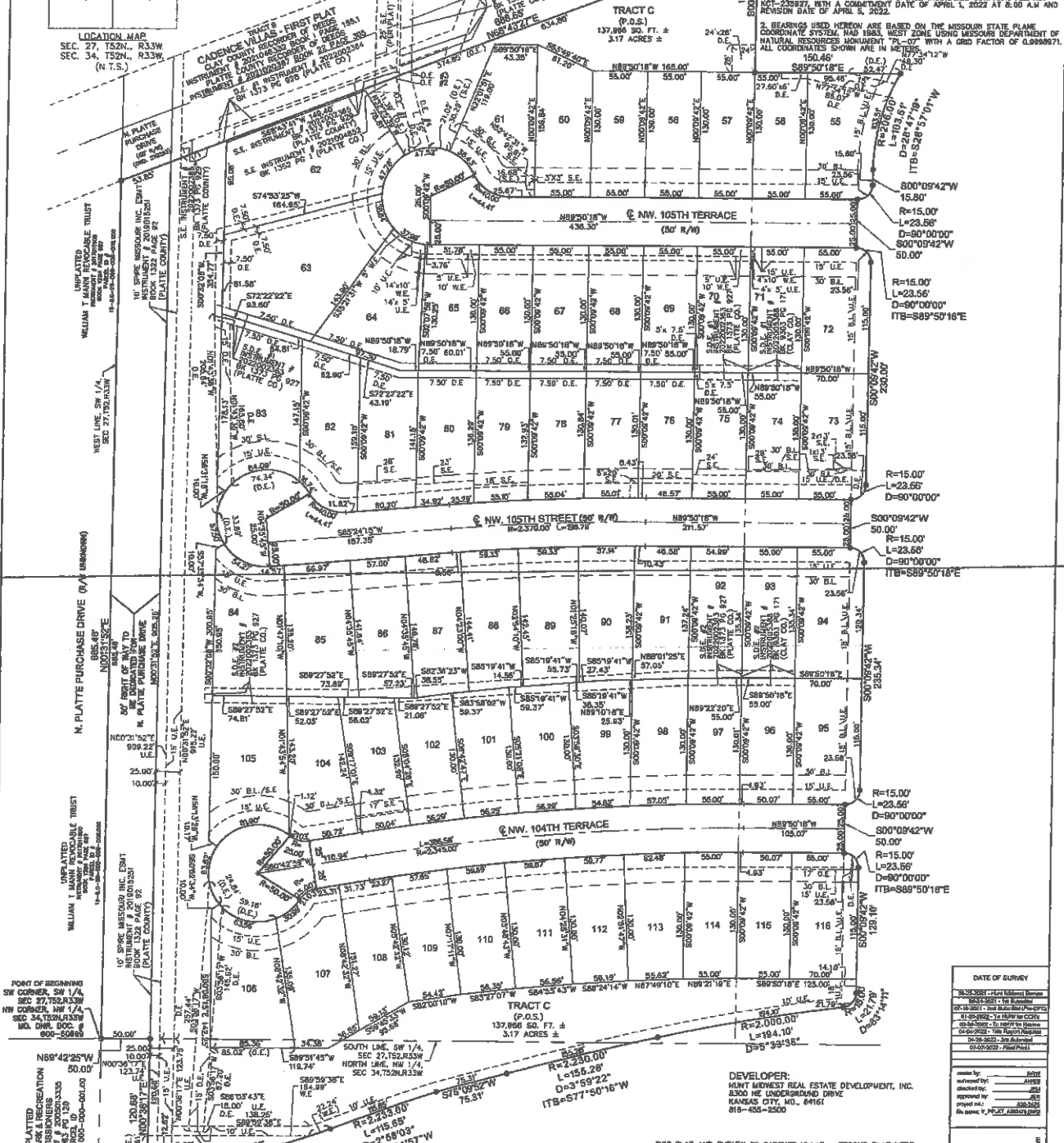
LEGEND

○	FOUND MONUMENT
●	SET MONUMENT
---	SECTION LINE
---	BUILDING SETBACK
---	UTILITY EASEMENT
---	STORM DRAINAGE EASEMENT
---	SANITARY SEWER EASEMENT
---	WATER EASEMENT
---	SURFACE DRAINAGE EASEMENT
---	CENTRALINE
R/W	RIGHT OF WAY
P.O.S.	PRIVATE OPEN SPACE



**SURVEYORS NOTES:**

- PROPERTY INFORMATION REFERENCING THIS SURVEY WAS TAKEN FROM THE COUNTY FOR TITLE INSURANCE REPORT ISSUED BY KANSAS CITY TITLE AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. 107-23327 WITH A COMMITMENT DATE OF APRIL 1, 2022 AT 8:00 A.M. AND REVISION DATE OF APRIL 5, 2022.
- BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE USING MISSOURI DEPARTMENT OF NATURAL RESOURCES MONUMENT 71-07 WITH A GRID FACTOR OF 0.999971. ALL COORDINATES SHOWN ARE IN METERS.



STORM DRAINAGE EASEMENT TABLE

EASEMENT ID	BEARING	DISTANCE
D.E. 01	N19°45'18"W	75.07'
D.E. 02	N90°00'20"E	2.81'
D.E. 03	N15°34'18"E	23.21'
D.E. 04	S89°59'20"E	4.01'

**DEVELOPER:**  
 HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.  
 2300 NE UNDERBROOK DRIVE  
 KANSAS CITY, MO. 64161  
 816-458-2500

THIS PLAT AND SURVEY OF CADENCE VILLAS - SECOND PLAT WERE EXECUTED BY OLSSON, 1301 EURLINGTON STREET, SUITE 400, NORTH KANSAS CITY, MISSOURI 64116.

I HEREBY CERTIFY THAT THE PLAT OF CADENCE VILLAS - SECOND PLAT SUBMISSION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE.

I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



OLSSON, MO CLS NO. 2000014092  
 JASON S. ROLDBERUSCH, MO PLS 2000014092  
 JULY 07, 2022  
 #MOPLS2000014092

DATE OF SURVEY

08/25/2021	John H. Olsson
08/25/2021	Jason S. Roldberusch
08/25/2021	John H. Olsson
08/25/2021	Jason S. Roldberusch
08/25/2021	John H. Olsson
08/25/2021	Jason S. Roldberusch

Olsson & Associates, Inc. 2000 14th Street, Suite 400, Kansas City, MO 64116  
 Phone: 816.458.2500  
 www.olsson.com

FINAL PLAT OF CADENCE VILLAS - SECOND PLAT

SW 1/4, SEC. 27, T32N, R33W, N1/2, SEC. 34, T31N, R33W.

KANSAS CITY, CLAY & PLATTE COUNTY, MISSOURI

EASEMENT DEDICATION:

AN EASEMENT IS HEREBY GRANTED TO KANSAS CITY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWER, TELEPHONE, CABLE TV AND SURFACE DRAINAGE...

IN WITNESS WHEREOF:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC. - A MISSOURI CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF MISSOURI, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 20th DAY OF July, 2021

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC. A MISSOURI CORPORATION

F.R. Neay, SR. VICE PRESIDENT

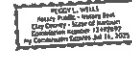
STATE OF Missouri, COUNTY OF Clay

BE IT REMEMBERED THAT ON THIS 20th DAY OF July, 2021 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CLAY COUNTY, MISSOURI, I, BRENNER HOLLAND, JR., DO SOLEMNLY SWORN, DO SAY THAT HE IS SR. VICE PRESIDENT OF HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC. A MISSOURI CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION AND THAT SAID BRENNER HOLLAND, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF:

I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE DATE HERIN LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES July 16, 2025



CITY PLAN COMMISSION: PUBLIC WORKS

Approved: JULY 20, 2021

MICHAEL J. SHAIK, DIRECTOR OF PUBLIC WORKS

CITY COUNCIL:

THIS IS TO CERTIFY THAT THE WITHIN PLAT WAS DULY SUBMITTED TO AND APPROVED BY THE COUNCIL OF KANSAS CITY, MISSOURI, BY ORDINANCE NO. 210217, DULY AUTHENTICATED AS PASSED THIS 20TH DAY OF AUGUST 2021.

QUINTON LUCAS, MAYOR; MARILYN SANDERS, CITY CLERK

DRAINAGE EASEMENT:

A DRAINAGE EASEMENT (D.E.) FOR THE PURPOSE OF STORM WATER DRAINAGE INCLUDING THE RIGHT TO BUILD, CONSTRUCT, KEEP, REPAIR AND MAINTAIN STORM WATER DRAINAGE FACILITIES UNDER, IN, OVER, AND UPON AS MAY BE NECESSARY...

SEWER EASEMENT:

A SEWER EASEMENT (S.E.) FOR THE LOCATION, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF SEWERAGE IMPROVEMENTS AND ALL APPURTENANCES INCIDENTAL THERETO UNDER, UPON, OVER AND THROUGH LAND LYING...

WATER MAIN EASEMENT:

A WATER MAIN EASEMENT (W.E.) FOR THE OPERATION AND MOVEMENT OF EQUIPMENT, AND THE MOVEMENT OF A WORKING FORCE, IN CONNECTION WITH THE LOCATION, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF WATER MAINS...

STREET DEDICATION:

STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

BUILDING LINES:

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED, AS SHOWN ON THE ACCOMPANYING PLAT, AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERETO.

MAINTENANCE OF TRACTS (PRIVATE OPEN SPACE):

TRACT C (3.17 ACRES) IS TO BE USED FOR PRIVATE OPEN SPACE, AND ALL TRACTS SHALL BE MAINTAINED BY THE OWNERS OF THE LOTS, TRACTS AND PARCELS SHOWN WITHIN THIS PLAT PURSUANT TO THE FOURTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION...

PRIVATE OPEN SPACE:

THE PRIVATE OPEN SPACE (TRACT C) SHOWN ON THIS PLAT IS NOT BEING USED TO SATISFY THE REQUIRED PARKLAND FOR (200) SINGLE FAMILY UNITS (1.38 ACRES REQUIRED BY ORDINANCE), PURSUANT TO SECTION 88-406-E OF THE ZONING AND ORDINANCE CODE.

FLOODPLAIN:

ACCORDING TO "FLOOD INSURANCE RATE MAP" COMMUNITY PANEL NO. 2808300010, MAP REVISED JANUARY 20, 2017, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

STREET GRADES:

STREET GRADE AND RIGHT OF WAY INFORMATION FOR A PORTION OF N 150TH STREET LOCATED IN CADENCE VILLAS - FIRST PLAT HAVE BEEN PREVIOUSLY ESTABLISHED BY ORDINANCE NUMBER 210204 BEING PASSED BY RES. 1, 2021.

NW 104TH TERRACE

Table with columns: GRADE POINT, ELEV., DESC., V.C.T. for NW 104TH TERRACE. Includes data for BEGN CENTER OF CUL-DE-SAC, HIGH POINT STATION, V.P.C., LOW POINT STATION, and END CONSTRUCTION.

NW 105TH STREET

Table with columns: GRADE POINT, ELEV., DESC., V.C.T. for NW 105TH STREET. Includes data for BEGN CENTER OF CUL-DE-SAC, HIGH POINT STATION, V.P.C., LOW POINT STATION, and END CONSTRUCTION.

NW 105TH TERRACE

Table with columns: GRADE POINT, ELEV., DESC., V.C.T. for NW 105TH TERRACE. Includes data for BEGN CENTER OF CUL-DE-SAC and END CONSTRUCTION.

P.O.S. (PRIVATE OPEN SPACE) USED FOR PARKLAND DEDICATION table with columns: Plat, No. Lots, Required, Provided, Met.

SURVEYOR'S NOTES:

- 1. PROPERTY INFORMATION INTERFERING THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT, ISSUED BY THE TITLE INSURANCE COMPANY FILE NO. NOT-236567, WITH A COMMITMENT DATE OF APRIL 1, 2022 AT 8:00 AM AND REVISION DATE OF APRIL 5, 2022.
2. BEARINGS HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE USING MISSOURI DEPARTMENT OF NATURAL RESOURCES INSTRUMENT PL-07 WITH A GRID FACTOR OF 0.999971. ALL COORDINATES SHOWN ARE IN METERS.

THIS PLAT AND SURVEY OF CADENCE VILLAS - SECOND PLAT WERE EXECUTED BY GLENN D. 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116.

I HEREBY CERTIFY THAT THE PLAT OF CADENCE VILLAS - SECOND PLAT SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



GLENN D. 1301, 1301 BURLINGTON STREET, NORTH KANSAS CITY, MISSOURI 64116. JUNE 07, 2022. GLENN@G1301.COM

DATE OF SURVEY table with columns: Date, Surveyor, etc.

Drawn by: [Name], Surveyed by: [Name], Checked by: [Name], Approved by: [Name], Project no.: [Number], On March 10, 2022.



GLENN D. 1301, 1301 BURLINGTON STREET, NORTH KANSAS CITY, MISSOURI 64116. JUNE 07, 2022. GLENN@G1301.COM

Vertical text on the left margin: D:\171810\0201-2000\020-2475-A\171810-Design\Survey\SPRINT\Survey\Final Plat\PLAT\_102021.dwg, USER: jacobson, DATE: Jul 06, 2022 11:18am

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF CADENCE VILLAS SECOND PLAT**

**THIS COVENANT** made and entered into this 21 day of April, 2022, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Hunt Midwest Real Estate Development, Inc (**Owner**).

WHEREAS, Owner has an interest in certain real estate Generally located on the east side of N. Platte Purchase Drive in between NW 108<sup>th</sup> Street to the north and N. Tiffany Springs Parkway to the south, of Clay and Platte Counties, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Hunt Midwest Real Estate Development, Inc. (**Owner**) intends to cause the Property to be platted as Plat of Cadence Villas Second 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 55-116 and Tract C as shown on Exhibit "B" attached hereto.

WHEREAS, the improvements 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 B of Cadence Villas First Plat, as shown on Exhibit "C", and Tract L of Cadence Detention Plat, as shown on Exhibit "D" attached hereto, 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 Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract B of Cadence Villas First Plat and Tract L of Cadence Detention 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 B of Cadence Villas First Plat and Tract L of Cadence Detention Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-010 and File No 2021-138, respectively.
- 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 B of Cadence Villas First Plat and Tract L of Cadence Detention 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 owner of Tract B of Cadence Villas First Plat, and/or the owner of Tract L of Cadence Detention Plat, and/or the owner of Lots 55-116 served by the Facilities on Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat.
- b. Assess a lien on either the Tract B of Cadence Villas First Plat, and/or the owner of Tract L of Cadence Detention Plat, and/or on the Lots 55-116, or both, served by the Facilities on Tract B of Cadence Villas First Plat and/or the owner of Tract L of Cadence Detention Plat;
- c. Maintain suit against Owner, and/or the owner of Tract B of Cadence Villas First Plat, and/or the owner of Tract L of Cadence Detention Plat, and/or the owners of Lots 55-116 served by the Facilities on Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat 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 B of Cadence Villas First Plat, Tract L of Cadence Detention Plat, and Tract C and Lots 55-116 not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner and/or the owner of Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat 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. Notwithstanding the foregoing, after completion of the Facilities and acceptance thereof by the City, Owner may assign its rights and obligations hereunder to the Cadence Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tract C by deed to the

Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owner" herein and assume all rights and obligations as Owner as set forth herein. Further, Owner may transfer ownership of Lots 55-116 with the Plat by deed to third parties without obtaining City's acceptance or approval.

**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 Owner shall be addressed to:  
Hunt Midwest Real Estate Development, Inc.  
8300 NE Underground Drive  
Kansas City, MO 64161  
Ora H. Reynolds, President  
Fax: 816-455-8701, Phone: 816-455-2500

**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 and Clay Counties, 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:

[Signature]  
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]  
Director of City Planning and Development

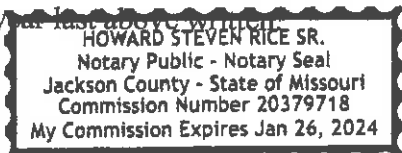
Approved as to form:

[Signature]  
Assistant City Attorney

STATE OF MISSOURI )  
  ) SS  
COUNTY OF Jackson )

BE IT REMEMBERED that on this 21 day of April, 2022, 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 Marilyn Sandess, 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 first above written.



[Signature]  
Notary Public

My Commission Expires: January 26, 2024

OWNER

Hunt Midwest Real Estate Development, Inc.  
8300 NE Underground Drive  
Kansas City, MO 64161  
Brenner Holland, Senior Vice President  
Phone: 816.455.2500, Fax: 816.455.8701

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

By: F. B. Kelly

Title: SENIOR VICE PRESIDENT

Date: \_\_\_\_\_

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)

Attach corporate seal if applicable

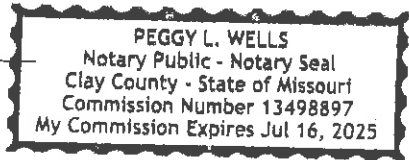
STATE OF Missouri )  
 ) SS  
 COUNTY OF Clay )

BE IT REMEMBERED, that on the 30<sup>th</sup> day of March, 2022, before me, the undersigned notary public in and for the county and state aforesaid, came **Brenner Holland**, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of Hunt Midwest Real Estate Development Inc., and that said instrument was signed on behalf of said Corporation and acknowledged said instrument to be the free act and deed of said Corporation.

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

Peggy L. Wells  
 Notary Public

My commission expires: July 16, 2025





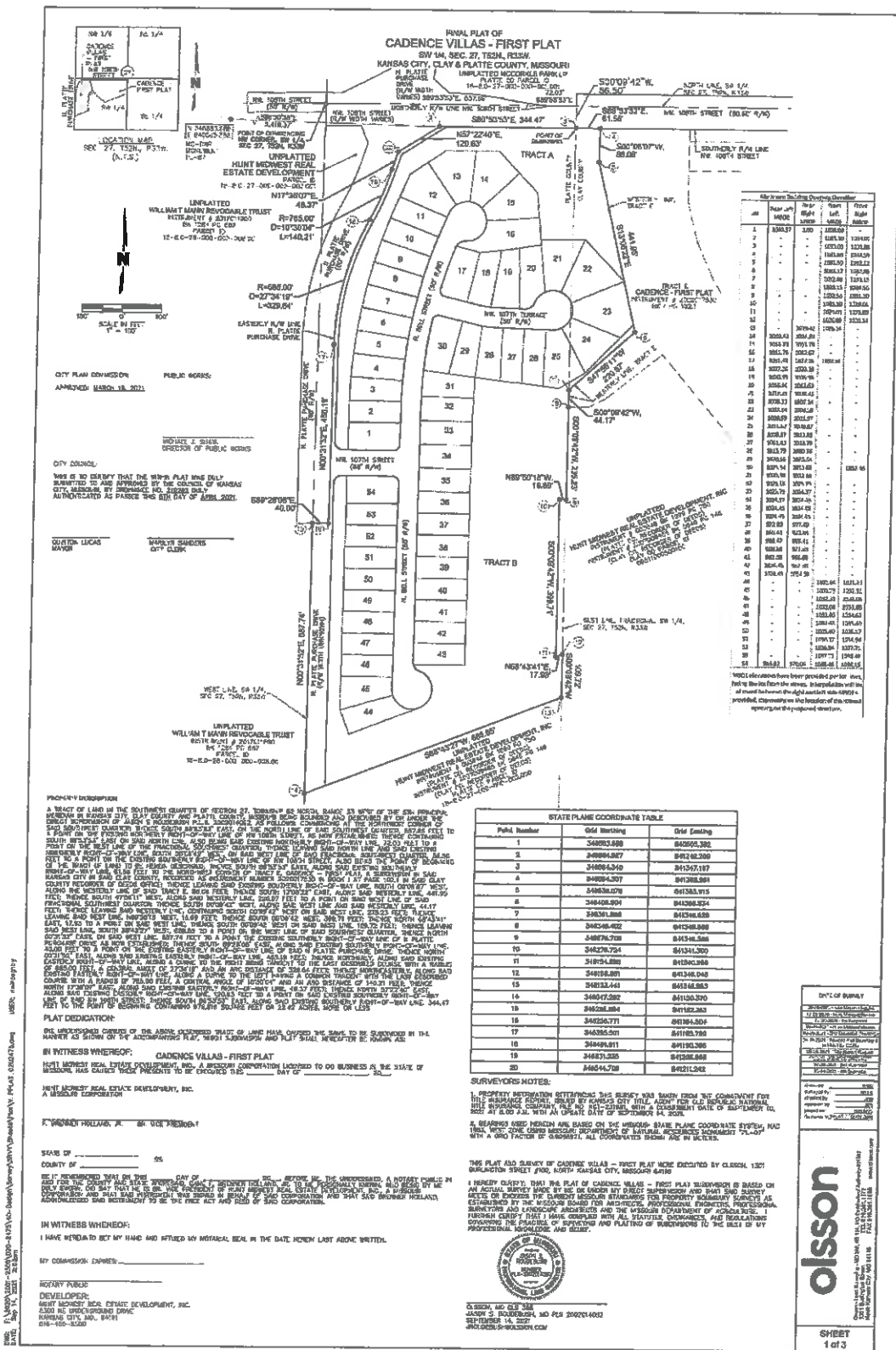
## EXHIBIT "A"

## PROPERTY DESCRIPTION:

A tract of land in the Northwest Quarter of Section 34 and Southwest Quarter of Section 27, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City Clay and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092 as follows: Beginning at the Southwest corner of said Southwest Quarter, also being the Northwest corner of said Northwest Quarter; thence North  $00^{\circ}31'52''$  East, on the West line of said Northwest Quarter, 885.46 feet to the Southwest corner of proposed CADENCE VILLAS - FIRST PLAT; thence leaving said West line, North  $68^{\circ}43'27''$  East, along the Southerly line of said CADENCE VILLAS - FIRST PLAT, 688.65 feet to Southeast corner of said CADENCE VILLAS - FIRST PLAT, also being a point the Westerly line of proposed CADENCE - THIRD PLAT; thence South  $00^{\circ}09'42''$  West, along said Westerly line, 135.87 feet; thence South  $89^{\circ}50'18''$  East, along said Westerly line, 150.46 feet; thence Southerly, along said Westerly line, along a curve to the left having an initial tangent bearing of South  $28^{\circ}57'01''$  West with a radius of 206.00 feet, a central angle of  $28^{\circ}47'19''$  and an arc distance of 103.51 feet; thence South  $00^{\circ}09'42''$  West, along said Westerly line, 15.80 feet; thence Southwesterly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, along said Westerly line 50.00 feet; thence Southeasterly, along said Westerly line, along a curve to the right having an initial tangent bearing of South  $89^{\circ}50'18''$  East with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, along said Westerly line, 230.00 feet; thence Southwesterly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, along said Westerly line, 50.00 feet; thence Southeasterly, along said Westerly line, along a curve to the right having an initial tangent bearing of South  $89^{\circ}50'18''$  East with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, along said Westerly line, 235.34 feet; thence Southwesterly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, along said Westerly line, 50.00 feet; thence Southeasterly, along said Westerly line, along a curve to the right having an initial tangent bearing of South  $89^{\circ}50'18''$  East with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, along said Westerly line, 129.10 feet; thence Southwesterly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $83^{\circ}14'11''$  and an arc distance of 21.79 feet; thence Westerly, along said Westerly line, along a curve to the left having a common tangent with the last described course with a radius of 2,000.00 feet, a central angle of  $05^{\circ}33'38''$  and an arc distance of 194.10 feet; thence Westerly, along said Westerly line, along a curve to the left having a common tangent with the last described course with a radius of 2,230.00 feet, a central angle of  $03^{\circ}59'22''$  and an arc distance of 155.28 feet; thence South  $75^{\circ}09'52''$  West, along said Westerly line, 75.31 feet; thence Westerly, along said Westerly line, along a curve to the left having an initial tangent bearing of South  $71^{\circ}54'57''$  West with a radius of 2,233.00 feet, a central angle of  $02^{\circ}58'03''$  and an arc distance of 115.65 feet; thence Westerly, along said Westerly line, along a curve to the right having an initial tangent bearing of South  $68^{\circ}52'36''$  West with a radius of 466.63 feet, a central angle of  $21^{\circ}35'39''$  and an arc distance of 175.87 feet; thence North  $89^{\circ}31'59''$  West, along said Westerly line, 2.07 feet; thence Westerly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 25.00 feet, a central angle of  $28^{\circ}55'24''$  and an arc distance of 12.62 feet; thence North  $00^{\circ}36'17''$  East, along said Westerly line, 120.68 feet to a point on the South line of said Southwest Quarter, also being the North line of said Northwest Quarter; thence North  $89^{\circ}42'25''$  West, along said Westerly, North and South lines, 50.00 feet to the Point of Beginning. Containing 803,586 square feet or 18.45 acres, more or less.



EXHIBIT "C"





54  
12

Recorded in Platte County, Missouri

Recording Date/Time: 08/05/2022 at 09:16:00 AM

Instr Number: 2022010968

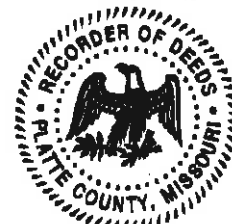
Book: 1382 Page: 475

Type: DE COV

Pages: 12

Fee: \$54.00 E

KC



Grantor: KANSAS CITY MISSOURI

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer,  
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)

Gloria Boyer  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach



Recorded in Clay County, Missouri



Recording Date/Time: 08/04/2022 at 02:26:33 PM

Instr #: 2022025887

Book: 9422 Page: 76

Type: REST

Pages: 11

Fee: \$54.00 S 20220022763



Katee Porter  
Recorder of Deeds

Title of Document: covenant to maintain storm water

Date of Document: April 21, 2022

Grantor(s): Kansas City, Missouri

Grantee(s): Hunt Midwest Real Estate Development

Grantee(s) Address: 8300 N.E. Underground Drive Ste. 100  
Kansas City, MO 64161

Legal Description: **Cadence Villas Second Plat, a subdivision in Kansas City, Clay and Platte County Missouri**

BOOK 1382 PAGE 475

Reference Book and Page(s)

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

Plu

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF CADENCE VILLAS SECOND PLAT**

**THIS COVENANT** made and entered into this 21 day of April, 2022 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Hunt Midwest Real Estate Development, Inc (**Owner**).

WHEREAS, Owner has an interest in certain real estate Generally located on the east side of N. Platte Purchase Drive in between NW 108<sup>th</sup> Street to the north and N. Tiffany Springs Parkway to the south, of Clay and Platte Counties, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Hunt Midwest Real Estate Development, Inc. (**Owner**) intends to cause the Property to be platted as Plat of Cadence Villas Second 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 55-116 and Tract C as shown on Exhibit "B" attached hereto.

WHEREAS, the improvements 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 B of Cadence Villas First Plat, as shown on Exhibit "C", and Tract L of Cadence Detention Plat, as shown on Exhibit "D" attached hereto, 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 Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract B of Cadence Villas First Plat and Tract L of Cadence Detention 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 B of Cadence Villas First Plat and Tract L of Cadence Detention Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2021-010 and File No 2021-138, respectively.
- 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 B of Cadence Villas First Plat and Tract L of Cadence Detention 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 owner of Tract B of Cadence Villas First Plat, and/or the owner of Tract L of Cadence Detention Plat, and/or the owner of Lots 55-116 served by the Facilities on Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat.
- b. Assess a lien on either the Tract B of Cadence Villas First Plat, and/or the owner of Tract L of Cadence Detention Plat, and/or on the Lots 55-116, or both, served by the Facilities on Tract B of Cadence Villas First Plat and/or the owner of Tract L of Cadence Detention Plat;
- c. Maintain suit against Owner, and/or the owner of Tract B of Cadence Villas First Plat, and/or the owner of Tract L of Cadence Detention Plat, and/or the owners of Lots 55-116 served by the Facilities on Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat 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 B of Cadence Villas First Plat, Tract L of Cadence Detention Plat, and Tract C and Lots 55-116 not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner and/or the owner of Tract B of Cadence Villas First Plat and Tract L of Cadence Detention Plat 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. Notwithstanding the foregoing, after completion of the Facilities and acceptance thereof by the City, Owner may assign its rights and obligations hereunder to the Cadence Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tract C by deed to the

Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owner" herein and assume all rights and obligations as Owner as set forth herein. Further, Owner may transfer ownership of Lots 55-116 with the Plat by deed to third parties without obtaining City's acceptance or approval.

**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 Owner shall be addressed to:  
 Hunt Midwest Real Estate Development, Inc.  
 8300 NE Underground Drive  
 Kansas City, MO 64161  
 Ora H. Reynolds, President  
 Fax: 816-455-8701, Phone: 816-455-2500

**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 and Clay Counties, 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:

KANSAS CITY, MISSOURI

[Signature]  
City Clerk

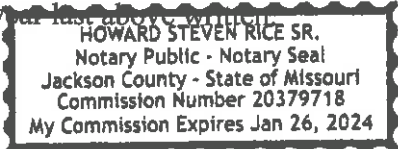
By: [Signature]  
Director of City Planning and Development

Approved as to form:  
[Signature]  
Assistant City Attorney

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF Jackson    )

BE IT REMEMBERED that on this 21 day of April, 2022, 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 Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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



[Signature]  
Notary Public

My Commission Expires: January 26, 2024

OWNER

Hunt Midwest Real Estate Development, Inc.  
8300 NE Underground Drive  
Kansas City, MO 64161  
Brenner Holland, Senior Vice President  
Phone: 816.455.2500, Fax: 816.455.8701

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

By: F. B. Holland

Title: SENIOR VICE PRESIDENT

Date: \_\_\_\_\_

Check one:

- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)

Attach corporate seal if applicable

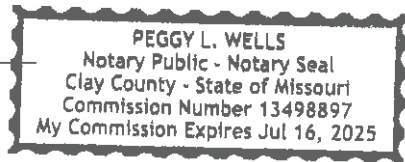
STATE OF Missouri )  
  ) SS  
COUNTY OF Clay )

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

Peggy L. Wells  
Notary Public

My commission expires: July 16, 2025



## EXHIBIT "A"

## PROPERTY DESCRIPTION:

A tract of land in the Northwest Quarter of Section 34 and Southwest Quarter of Section 27, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City Clay and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092 as follows: Beginning at the Southwest corner of said Southwest Quarter, also being the Northwest corner of said Northwest Quarter; thence North 00°31'52" East, on the West line of said Northwest Quarter, 885.46 feet to the Southwest corner of proposed CADENCE VILLAS - FIRST PLAT; thence leaving said West line, North 68°43'27" East, along the Southerly line of said CADENCE VILLAS - FIRST PLAT, 688.65 feet to Southeast corner of said CADENCE VILLAS - FIRST PLAT, also being a point the Westerly line of proposed CADENCE - THIRD PLAT; thence South 00°09'42" West, along said Westerly line, 135.87 feet; thence South 89°50'18" East, along said Westerly line, 150.46 feet; thence Southerly, along said Westerly line, along a curve to the left having an initial tangent bearing of South 28°57'01" West with a radius of 206.00 feet, a central angle of 28°47'19" and an arc distance of 103.51 feet; thence South 00°09'42" West, along said Westerly line, 15.80 feet; thence Southwesterly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 00°09'42" West, along said Westerly line 50.00 feet; thence Southeasterly, along said Westerly line, along a curve to the right having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 00°09'42" West, along said Westerly line, 230.00 feet; thence Southwesterly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 00°09'42" West, along said Westerly line, 50.00 feet; thence Southeasterly, along said Westerly line, along a curve to the right having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 00°09'42" West, along said Westerly line, 235.34 feet; thence Southwesterly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 00°09'42" West, along said Westerly line, 50.00 feet; thence Southeasterly, along said Westerly line, along a curve to the right having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence South 00°09'42" West, along said Westerly line, 129.10 feet; thence Southwesterly, along said Westerly, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of 83°14'11" and an arc distance of 21.79 feet; thence Westerly, along said Westerly line, along a curve to the left having a common tangent with the last described course with a radius of 2,000.00 feet, a central angle of 05°33'38" and an arc distance of 194.10 feet; thence Westerly, along said Westerly line, along a curve to the left having a common tangent with the last described course with a radius of 2,230.00 feet, a central angle of 03°59'22" and an arc distance of 155.28 feet; thence South 75°09'52" West, along said Westerly line, 75.31 feet; thence Westerly, along said Westerly line, along a curve to the left having an initial tangent bearing of South 71°54'57" West with a radius of 2,233.00 feet, a central angle of 02°58'03" and an arc distance of 115.65 feet; thence Westerly, along said Westerly line, along a curve to the right having an initial tangent bearing of South 68°52'36" West with a radius of 466.63 feet, a central angle of 21°35'39" and an arc distance of 175.87 feet; thence North 89°31'59" West, along said Westerly line, 2.07 feet; thence Westerly, along said Westerly line, along a curve to the right being tangent to the last described course with a radius of 25.00 feet, a central angle of 28°55'24" and an arc distance of 12.62 feet; thence North 00°36'17" East, along said Westerly line, 120.68 feet to a point on the South line of said Southwest Quarter, also being the North line of said Northwest Quarter; thence North 89°42'25" West, along said Westerly, North and South lines, 50.00 feet to the Point of Beginning. Containing 803,586 square feet or 18.45 acres, more or less.

EXHIBIT "B"

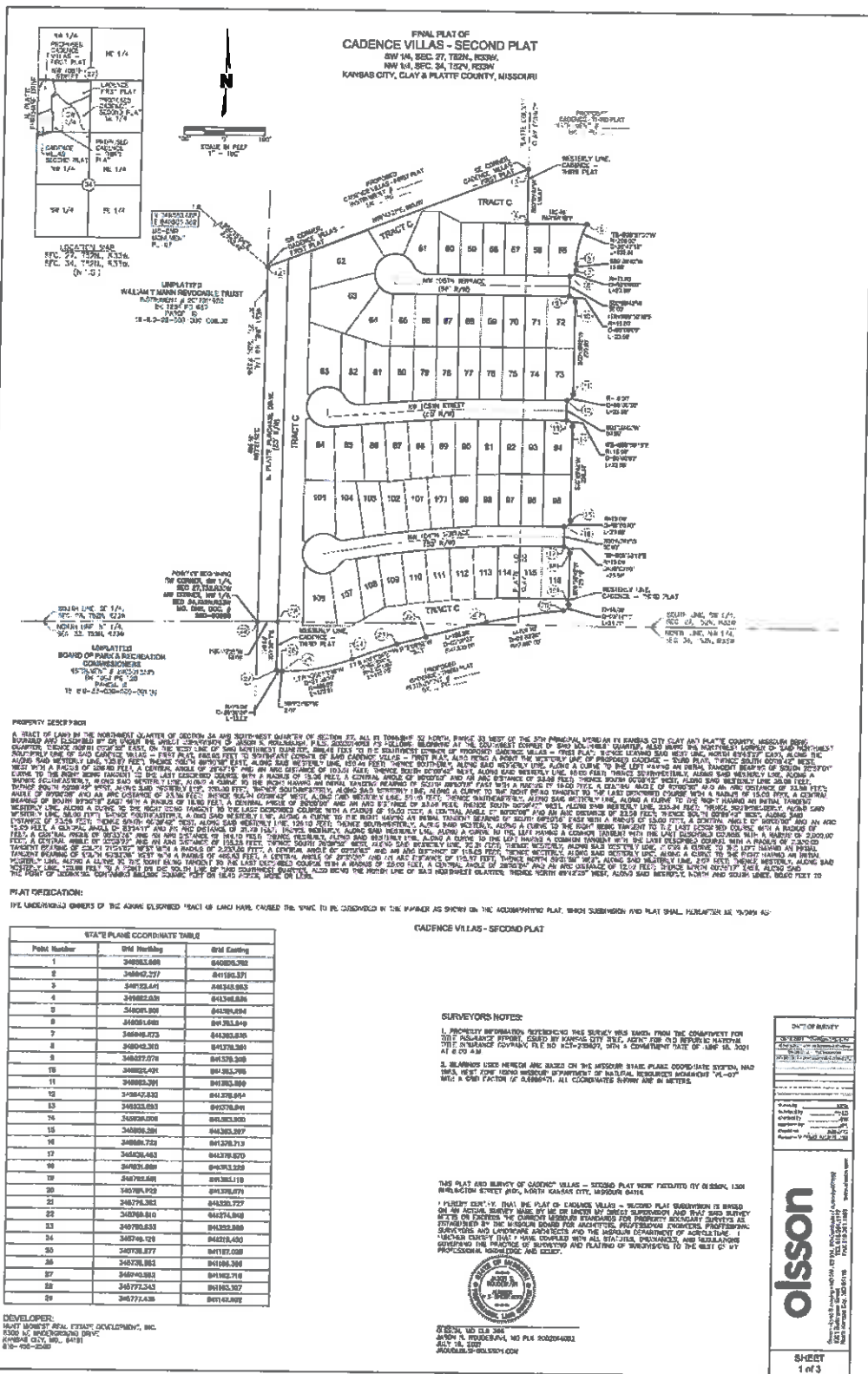


EXHIBIT "C"

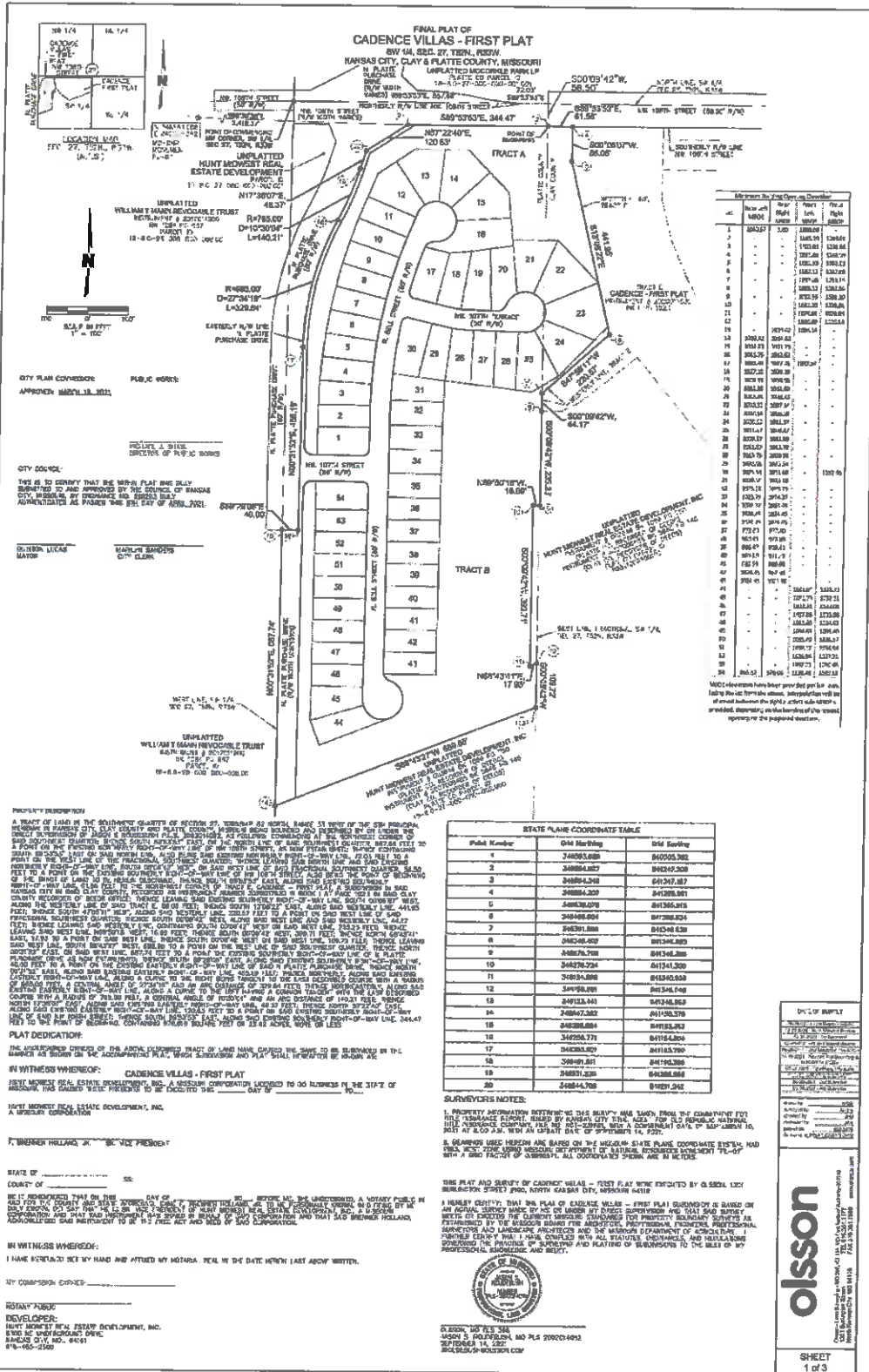
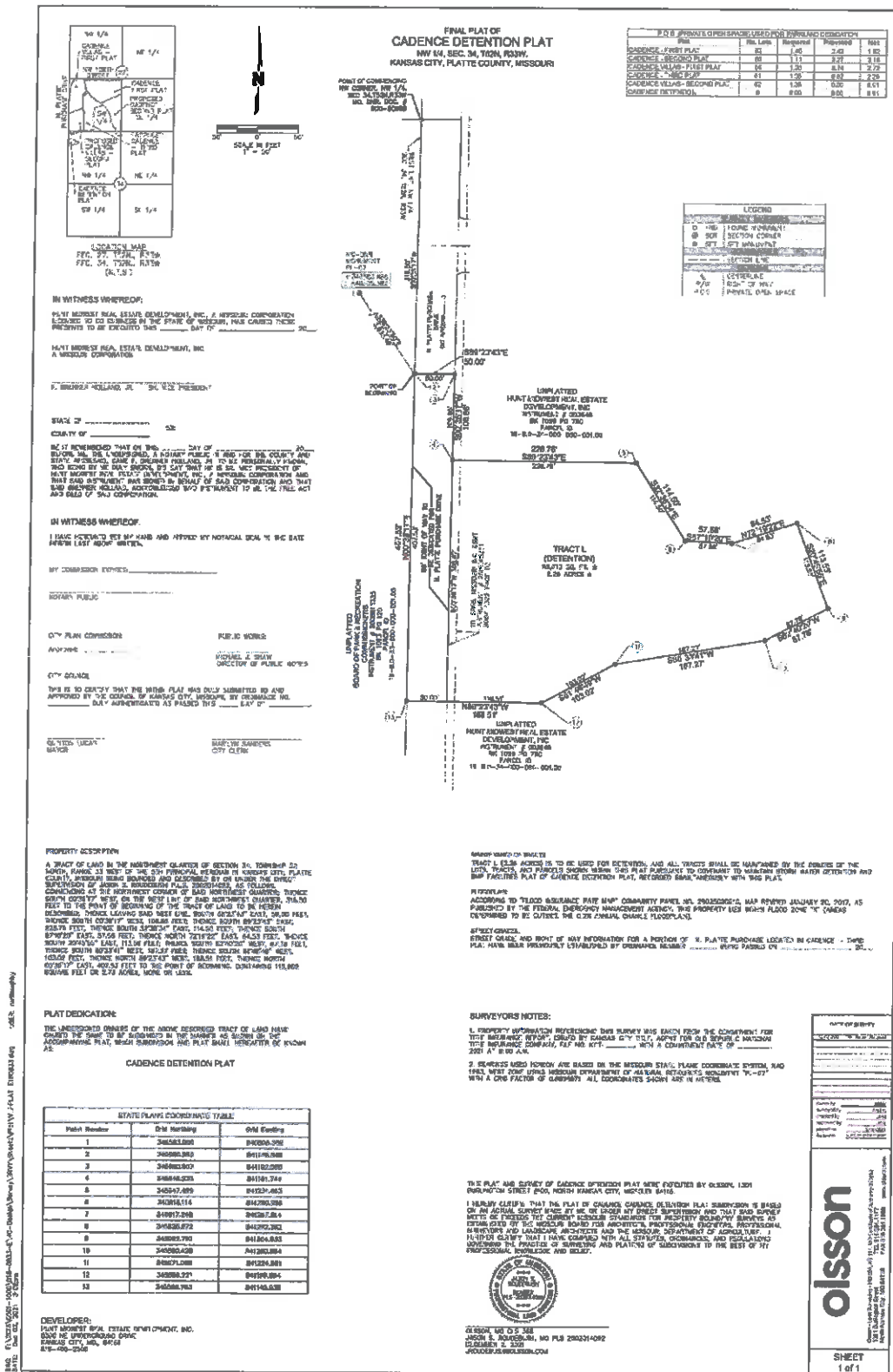




EXHIBIT "D"





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Recorded in Platte County, Missouri

Recording Date/Time: 08/05/2022 at 09:16:00 AM

Instr Number: 2022010969

Book: 1382 Page: 476

Type: DE DEC

Pages: 9

Fee: \$45.00 E



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer,  
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)

Gloria Boyer  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

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Recording Date/Time: 08/04/2022 at 02:26:33 PM

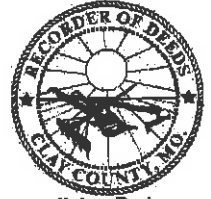
Instr #: 2022025888

Book: 9422 Page: 77

Type: REST

Pages: 8

Fee: \$45.00 S 20220022763



Katee Porter  
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

Document Title: Fourth Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence

Document Date: March 22 2022

Grantor Names: Hunt Midwest Real Estate Development, Inc.

Grantee Names: Hunt Midwest Real Estate Development, Inc.

Statutory Address: Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161

Legal Descriptions: See Exhibits B and C attached hereto

Reference Book and Page: **Clay County Missouri:** Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, Document No. 2020017531, Book 8692, Page 172

**Platte County Missouri:** First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, Document No. 2021020390, Book 1367, Page 642 and Corrective Amendment to First Supplement to Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, Document No. 2021022983, Book 1370, Page 216

**FOURTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

**THIS FOURTH SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE** (this "Supplemental Declaration") is made and executed as of March 22 2022, by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC., a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

P14

Book 1382 Page 476

RECITALS:

A. On April 17, 2020, Developer executed that certain subdivision plat entitled "CADENCE – FIRST PLAT" (the "First Plat"), covering the real property formerly legally described as shown therein (and on Exhibit A attached to the Declaration, defined below), and platting the same into certain Lots, Tracts, Common Areas, Restricted Common Areas, streets, roadways, private open space and other areas shown and marked on the First Plat as identified therein and in the Declaration defined below (collectively, the "Property" or the "Cadence Property"), which First Plat was approved on June 5, 2018, by the City Council of the City of Kansas City, Missouri (the "City"), and was recorded on June 1, 2020, under Document No. 20200017530, in Cabinet I, at Sleeve 102.1 in the Office of the Recorder of Deeds of Clay County, Missouri, at Liberty (the "Clay County Recorder's Office").

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020, which was recorded on June 1, 2020, under Document No. 2020017531, in Book 8692, at Page 172, in the Clay County Recorder's Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Cadence Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

C. The Declaration was recorded on December 8, 2021, under Document No. 2021022983, in Book 1370 at Page 216, in the Office of the Recorder of Deeds of Platte County, Missouri (the "Platte County Recorder's Office").

D. Pursuant to its right to do so therein contained, the Developer has amended, supplemented and modified the Declaration pursuant to those certain Supplements thereto identified on **EXHIBIT A** attached to this Supplemental Declaration (each a "Supplement" or "Supplemental Declaration" further identified by number as shown on **EXHIBIT A**);

E. Pursuant to Section 13.1 of the Declaration, the Developer has the absolute unilateral right to expand the Property to include additional Lots (for Single Family Residences, Attached Patio Homes, Attached Townhomes or Villas or any combination thereof), Common Area, Restricted Common Areas and other property in the Subdivision and also other property that has not yet been subdivided or platted (the "Expansion Property").

F. On July 12<sup>th</sup>, 2022, Developer executed that certain subdivision plat entitled "CADENCE VILLAS – SECOND PLAT" (the "Villas Second Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT D** attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon and as identified on **EXHIBIT E** attached to this Supplemental Declaration (the "Fourth Expansion Property"), which Villas Second Plat was approved on August 26 2021, 2022, by the City Council of the City, and was recorded on August 4<sup>th</sup>, 2022, under Document No. 2022 025884, in Cabinet I, at Sleeve 182-2, in the Clay County Recorder's Office and was recorded on August 5, 2022, under Document No. 2022010967, in Cabinet 22, at Sleeve 388, in the Platte County Recorder's Office.

G. Developer presently owns all of the Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, shown on the Villas Second Plat.

H. Developer desires to exercise its right to expand the Property to include the additional Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Fourth

Expansion Property and to subject the Fourth Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

I. Pursuant to Section 16.2 of the Declaration, the Developer retained the right at any time prior to the Turnover Date (which has not yet occurred) to amend, alter or modify the Declaration. The Developer desires to do so in connection with the "Villas Second Plat" and "Villas Second Plat Lots" which are added to the Property as set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer states and declares as follows:

1. **Exercise of Right to Expand.** Developer hereby exercises its unilateral right to expand the Property to include the additional Lots (i.e., Villas Second Plat Lots), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Fourth Expansion Property.
2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Villas Second Plat and this Supplemental Declaration of record in the Clay County Recorder's Office and of record in the Platte County Recorder's Office. Recording of the Villas Second Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the Fourth Expansion Property.
3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Villas Second Plat and this Supplemental Declaration to include the Fourth Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in the Plat described in the Declaration, all subsequent Plats, the Villas Second Plat Lots in the Villas Second Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.
4. **Declaration Operative on New Lots, Tracts, Common Areas and Restricted Common Areas.** The new Villas Second Plat Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Fourth Expansion Property shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Villas Second Plat and this Supplemental Declaration in the Clay County Recorder's Office and the Platte County Recorder's Office.
5. **Use and Maintenance of Any Private Open Space, Storm Water Detention Tract and Common Areas.** Any private open space, storm water detention tract or other Common Areas shown on or in the Villas Second Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, storm water detention tract or Common Areas or any combination thereof, as applicable.
6. **Ratification of Declaration.** The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Property and any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed by its duly authorized officer as of the day and year first above written.

**DEVELOPER:**

**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**  
a Missouri corporation

By: *F. Brenner Holland, Jr.*  
F. Brenner Holland, Jr., Senior Vice President

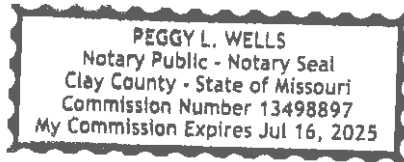
STATE OF MISSOURI )  
                                  ) S.S.  
COUNTY OF CLAY )

On this 22nd day of March, 2022, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr., who, being by me first duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

*Peggy L. Wells*  
Signature of Notary Public

*Peggy L. Wells*  
Typed or Printed Name of Notary

My Commission expires:



**EXHIBIT A**  
**TO**  
**FOURTH SUPPLEMENT TO**  
**DECLARATION OF HOMES ASSOCIATION AND**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

Previous Supplements to Declaration

<u>DATE EXECUTED/ DATE RECORDED</u>	<u>DOCUMENT NUMBER/ RECORDING INFORMATION</u>	<u>SUPPLEMENT #</u>	<u>INFORMATION</u>
02-19-20/06-01-20	2020017531; Book 8692/Page 172 (Clay Co.)	Original Declaration	Full CC&R Document – Cadence - First Plat
08-31-21/10-26-21	2021046335; Book 9214/Page 133 (Clay Co.)	First	Expands Property – Cadence Villas – First Plat
08-31-21/10-27-21	2021020390; Book 1367/Page 642 (Platte Co.)	First	Expands Property – Cadence Villas – First Plat
12-07-21/12-08-21	2021022983; Book 1370/Page 216 (Platte Co.)	First	Corrective Amendment to attach a copy of the Full CC&R Document
12-14-21/02-07-22	2022004470; Book 9298/Page 164 (Clay Co.)	Second	Expands Property - Cadence - Second Plat
-- -- -22/ -- -- -22	_____ ; Book ___/Page ___ (Clay Co.)	Third	Expands Property – Cadence – Third Plat; Restricted Lots
-- -- -22/ -- -- -22	_____ ; Book ___/Page ___ (Platte Co.)	Third	Expands Property – Cadence – Third Plat; Restricted Lots



**EXHIBIT B  
TO  
FOURTH SUPPLEMENT TO  
DECLARATION OF HOMES ASSOCIATION AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

Legal Description of Fourth Expansion Property Prior to Platting:

A tract of land in the Northwest Quarter of Section 34 and Southwest Quarter of Section 27, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092 as follows: Beginning at the Southwest corner of said Southwest Quarter, also being the Northwest corner of said Northwest Quarter; thence North  $00^{\circ}31'52''$  East, on the West line of said Northwest Quarter, 885.46 feet to the Southwest corner of CADENCE VILLAS - FIRST PLAT, a subdivision of land in said Kansas City in said Clay and said Platte County recorded as Instrument Number 2021046332 in Book I at Page 155.1 in Clay County Recorder of Deeds Office on October 26, 2021 and recorded as Instrument Number 2021020387 in Book 22 at Page 305 in Platte County Recorder of Deeds Office on October 27, 2021; thence leaving said West line, North  $68^{\circ}43'27''$  East, along the Southerly line of said CADENCE VILLAS - FIRST PLAT, 688.65 feet to Southeast corner of said CADENCE VILLAS - FIRST PLAT; thence South  $00^{\circ}09'42''$  West, 135.87 feet; thence South  $89^{\circ}50'18''$  East, 150.46 feet; thence Southerly, along a curve to the left having an initial tangent bearing of South  $28^{\circ}57'01''$  West with a radius of 206.00 feet, a central angle of  $28^{\circ}47'19''$  and an arc distance of 103.51 feet; thence South  $00^{\circ}09'42''$  West, 15.80 feet; thence Southwesterly, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, 50.00 feet; thence Southeasterly, along a curve to the right having an initial tangent bearing of South  $89^{\circ}50'18''$  East with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, 230.00 feet; thence Southwesterly, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, 50.00 feet; thence Southeasterly, along a curve to the right having an initial tangent bearing of South  $89^{\circ}50'18''$  East with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, 235.34 feet; thence Southwesterly, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, 50.00 feet; thence Southeasterly, along a curve to the right having an initial tangent bearing of South  $89^{\circ}50'18''$  East with a radius of 15.00 feet, a central angle of  $90^{\circ}00'00''$  and an arc distance of 23.56 feet; thence South  $00^{\circ}09'42''$  West, 129.10 feet; thence Southwesterly, along a curve to the right being tangent to the last described course with a radius of 15.00 feet, a central angle of  $83^{\circ}14'11''$  and an arc distance of 21.79 feet; thence Westerly, along a curve to the left having a common tangent with the last described course with a radius of 2,000.00 feet, a central angle of  $05^{\circ}33'38''$  and an arc distance of 194.10 feet; thence Westerly, along a curve to the left having a common tangent with the last described course with a radius of 2,230.00 feet, a central angle of  $03^{\circ}59'22''$  and an arc distance of 155.28 feet; thence South  $75^{\circ}09'52''$  West, 75.31 feet; thence Westerly, along a curve to the left having an initial tangent bearing of South  $71^{\circ}54'57''$  West with a radius of 2,233.00 feet, a central angle of  $02^{\circ}58'03''$  and an arc distance of 115.65 feet; thence Westerly, along a curve to the right having an initial tangent bearing of South  $68^{\circ}52'36''$  West with a radius of 466.63 feet, a central angle of  $21^{\circ}35'39''$  and an arc distance of 175.87 feet; thence North  $89^{\circ}31'59''$  West, 2.07 feet; thence Westerly, along a curve to the right being tangent to the last described course with a radius of 25.00 feet, a central angle of  $28^{\circ}55'24''$  and an arc distance of 12.62 feet; thence North  $00^{\circ}36'17''$  East, 120.68 feet to a point on the South line of said Southwest Quarter, also being the North line of said Northwest Quarter; thence North  $89^{\circ}42'25''$  West on said North and South lines, 50.00 feet to the Point of Beginning. Containing 803,650 square feet or 18.45 acres, more or less.

**EXHIBIT C  
TO  
FOURTH SUPPLEMENT TO  
DECLARATION OF HOMES ASSOCIATION AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

Description of Lots Contained in the Villas Second Plat

Lots 55 through and including 116, and Tract C, CADENCE VILLAS – SECOND PLAT, a subdivision in Kansas City, Clay County and Platte County Missouri.

**CERTIFICATE OF SECRETARY  
OF  
THE CADENCE HOME OWNERS ASSOCIATION**

I, Amy Nelson, hereby certify that I am the duly elected and qualified Secretary/Treasurer of the Cadence Home Owners Association. I hereby also certify that Hunt Midwest Real Estate Development, Inc., the Developer identified in the Declaration of Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020 (the "Declaration"), is the sole Class B Member of The Cadence Home Owners Association and the owner of sufficient Lots in the District to give Hunt Midwest Real Estate Development, Inc. a majority of the votes possible to be cast under the Declaration.

Dated this 22 day of March, 2022.

  
\_\_\_\_\_  
Amy Nelson