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Recorded in Platte County, Missouri

Recording Date/Time: 10/27/2021 at 10:25:28 AM

Instr Number: 2021020386

Book: 1367 Page: 639

Type: DE ORD

Pages: 16

Fee: \$69.00 \$



Grantor: KANSAS CITY CITY OF

Grantee: NONE



Title of Document: Ordinance No. 210293
Date of Document: March 16, 2021
Grantor(s): City of Kansas City
Grantee(s): N/A
Grantee(s) Address: 414 E. 12th Street, Kansas City, MO 64106

KCT - 1

Legal Description: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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.)

Recorded in Clay County, Missouri



Recording Date/Time: 10/26/2021 at 10:53:55 AM

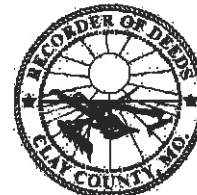
Instr #: 2021046331

Book: 9214 Page: 130

Type: ORD

Pages: 14

Fee: \$60.00 E 20210041796

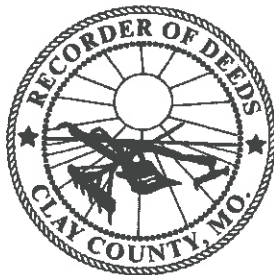


Katee Porter
Recorder of Deeds

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

ORDINANCE NO. 210293

Approving the plat of Cadence Villas – First Plat, an addition in Clay and Platte Counties, Missouri, on approximately 22.57 acres generally located at N.W. 108th Street and N. Platte Purchase Drive, creating 54 lots and 2 tracts for the purpose of constructing single family homes; 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-2020-00047)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Cadence Villas – First 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 planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

ORDINANCE NO. 210293

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facility 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 March 16, 2021.

Approved as to form and legality:

Euard Alegre
Assistant City Attorney



Authenticated as Passed

Quinten Lucas, Mayor

Marilyn Sanders, City Clerk

APR 08 2021

Date Passed

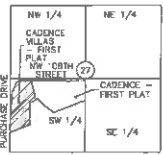
This is to certify that General Excise Tax for the years 2020, and all prior years, as well as special assessments for improvements currently due on any property described have been paid.

City Treasurer, Kansas City, MO

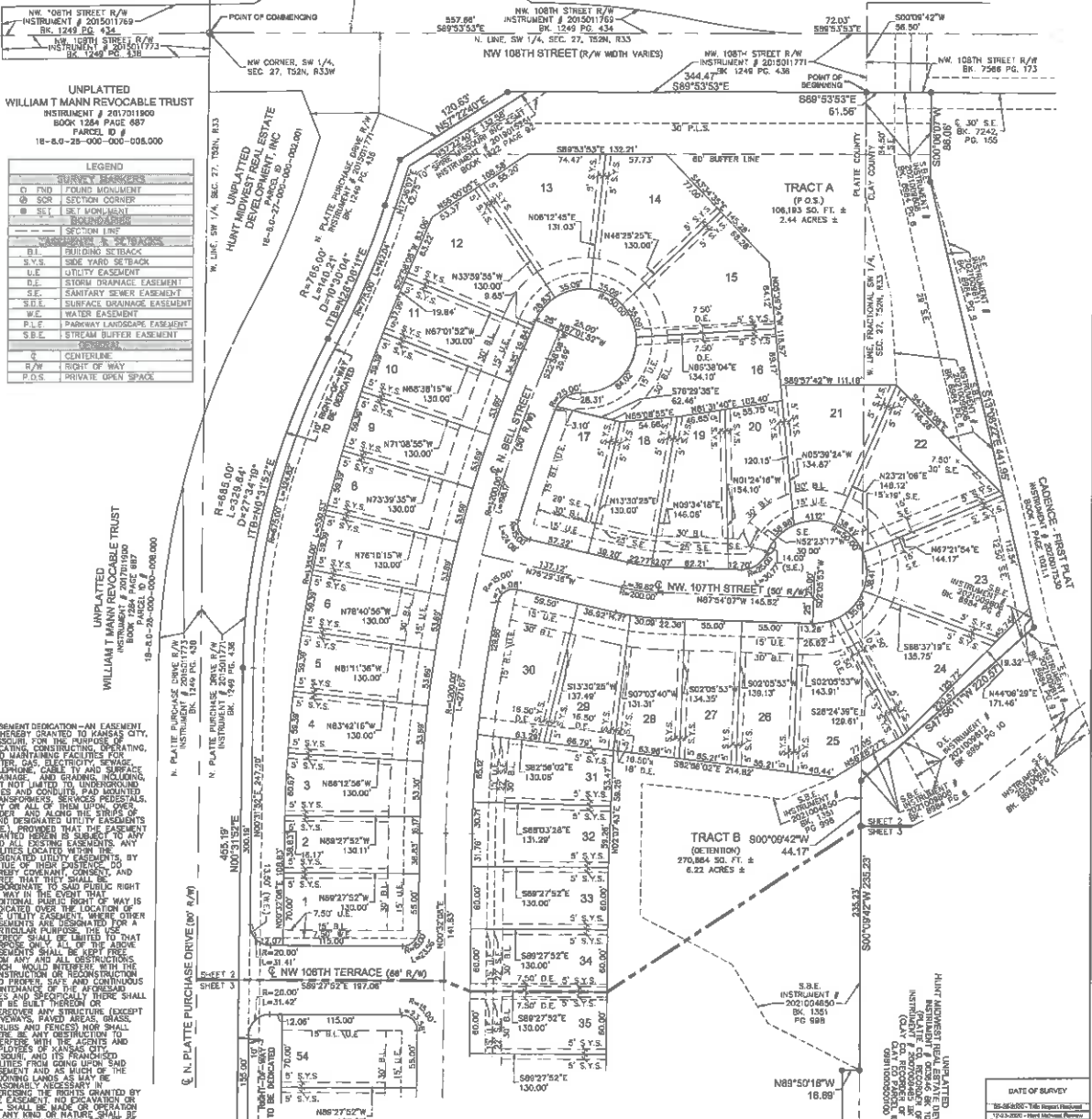
By

Dated, Oct 21, 2021

FINAL PLAN OF CADENCE VILLAS - FIRST PLAT SW 1/4, SEC. 27, T52N, R33W. KANSAS CITY, CLAY & PLATE COUNTY, MISSOURI



LOCATION MAP SEC. 27, T52N, R33W. (N.T.S.)



UNPLATTED WILLIAM T MAIN REVOCABLE TRUST INSTRUMENT # 2010111000 BOOK 1264 PAGE 687 PARCEL ID 18-8-0-28-000-000-008,000

LEGEND table with symbols for Survey Boundaries, Easements, and other features.

UNPLATTED WILLIAM T MAIN REVOCABLE TRUST INSTRUMENT # 2010111000 BOOK 1264 PAGE 687 PARCEL ID 18-8-0-28-000-000-008,000

SEWER EASEMENT - A SEWER EASEMENT (S.E.) FOR THE LOCATION, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION AND REPAIR OF SEWERAGE IMPROVEMENTS AND ANY AND ALL APPURTENANCES INCIDENTAL THERETO IN, UNDER, UPON, OVER AND THROUGH LAND LYING, BEING AND SITUATED IN KANSAS CITY, MISSOURI ("THE CITY") IS HEREBY GRANTED TO THE CITY, ITS AGENTS, EMPLOYEES OR CONTRACTORS...

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SURVEY NOTES: 1. PROPERTY INFORMATION REFERRING TO THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT... 2. BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM...

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



DATE OF SURVEY table with columns for Survey Date, Surveyor, and other details.

Surveyor information table with columns for Name, Address, and Contact Info.



Exhibit A

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

THIS COVENANT made and entered into this 24 day of SEPT., 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Hunt Midwest Real Estate Development, Inc. (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located on the south side of NW 108th Street and the east side of N Platte Purchase Drive, of Clay and Platte Counties, 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 Cadence Villas 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 1-54 and Tracts A and B as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as "The Facilities"; and

WHEREAS, The Facilities, located on Tract E of Cadence First Plat, as shown on Exhibit "C" 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 E of Cadence First Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract E of Cadence 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 E of Cadence First Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E of Cadence First 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.
- 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 E of Cadence 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 owner of Lots 1-54 served by the Facilities on Tract E of Cadence First Plat.
- b. Assess a lien on either Tract E of Cadence First Plat or on the Lots 1-54, or both served by the Facilities on Tract E of Cadence First Plat;
- c. Maintain suit against Owner, and/or the owner of Tract E of Cadence First Plat and/or the owners of Lots 1-54 served by the Facilities on Tract E of Cadence First 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 E Cadence First Plat and Lots 1-54 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract E of Cadence First 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 E of the Cadence First Plat 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 1-54 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 Clay 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.

ATTESTATION BY CITY CLERK:

City Clerk

KANSAS CITY, MISSOURI

By: _____
Director of City Planning and Development

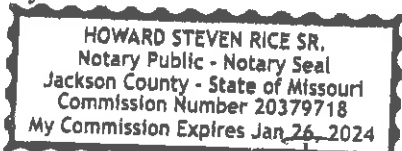
Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 24 day of September, 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 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.



Howard Steven Rice Sr
Notary Public

My Commission Expires: January 26, 2024

OWNER

Hunt Midwest Real Estate Development, Inc.
8300 NE Underground Drive
Kansas City, MO 64161
F. Brenner Holland, Jr., 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 Jr.

Title: SENIOR VICE PRESIDENT

Date: 7/27/2021

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 27 day of July, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came **F. Brenner Holland, Jr.**, 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.

Amy Nicole Nelson
Notary Public

My commission expires: 3/20/2025

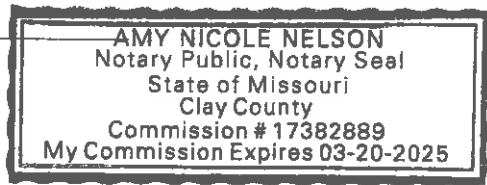


EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 89°53'53" East, on the North line of said Southwest Quarter, 557.66 feet to a point on the existing Northerly right-of-way line of NW 108th Street, as now established; thence continuing South 89°53'53" East on said North line, also being said existing Northerly right-of-way line, 72.03 feet to a point on the West line of the Fractional Southwest Quarter; thence leaving said North line and said Existing Northerly right-of-way line, South 00°09'42" West, on said West line of said Fractional Southwest Quarter, 56.50 feet to a point on the existing Southerly right-of-way line of NW 108th Street, also being the Point of Beginning of the tract of land to be herein described; thence South 89°53'53" East, along said existing Southerly right-of-way line, 61.56 feet to the Northwest corner of Tract E, CADENCE – FIRST PLAT, a subdivision in said Kansas City in said Clay County, recorded as Instrument Number 2020017530 in Book I at Page 102.1 in said Clay County Recorder of Deeds Office; thence leaving said existing Southerly right-of-way line, South 00°06'07" West, along the Westerly line of said Tract E, 86.06 feet; thence South 13°08'22" East, along said Westerly line, 441.95 feet; thence South 47°56'11" West, along said Westerly line, 220.57 feet to a point on said West line of said Fractional Southwest Quarter; thence South 00°09'42" West, along said West line and said Westerly line, 44.17 feet; thence leaving said Westerly line, continuing South 00°09'42" West on said West line, 235.23 feet; thence leaving said West line, N89°50'18" West, 16.69 feet; thence South 00°09'42" West, 399.71 feet; thence North 68°43'41" East, 17.93 to a point on said West line; thence South 00°09'42" West on said West line, 109.72 feet; thence leaving said West line, South 68°43'27" West, 688.65 to a point on the West line of said Southwest Quarter; thence North 00°31'52" East, on said West line, 687.74 feet to a point the existing Southerly right-of-way line of N Platte Purchase Drive as now established; thence South 89°28'08" East, along said existing Southerly right-of-way line, 40.00 feet to a point on the existing Easterly right-of-way line of said N Platte Purchase Drive; thence North 00°31'52" East, along said existing Easterly right-of-way line, 455.19 feet; thence Northerly, along said existing Easterly right-of-way line, along a curve to the right being tangent to the last described course with a radius of 685.00 feet, a central angle of 27°34'19" and an arc distance of 329.64 feet; thence Northeasterly, along said existing Easterly right-of-way line, along a curve to the left having a common tangent with the last described course with a radius of 765.00 feet, a central angle of 10°30'04" and an arc distance of 140.21 feet; thence North 17°36'07" East, along said existing Easterly right-of-way line, 46.37 feet; thence North 57°22'40" East, along said existing Easterly right-of-way line, 120.63 feet to a point on said existing Southerly right-of-way line of said NW 108th Street; thence South 89°53'53" East, along said existing Southerly right-of-way line, 344.47 feet to the Point of Beginning. Containing 976,616 square feet or 22.42 acres, more or less.

EXHIBIT "B"

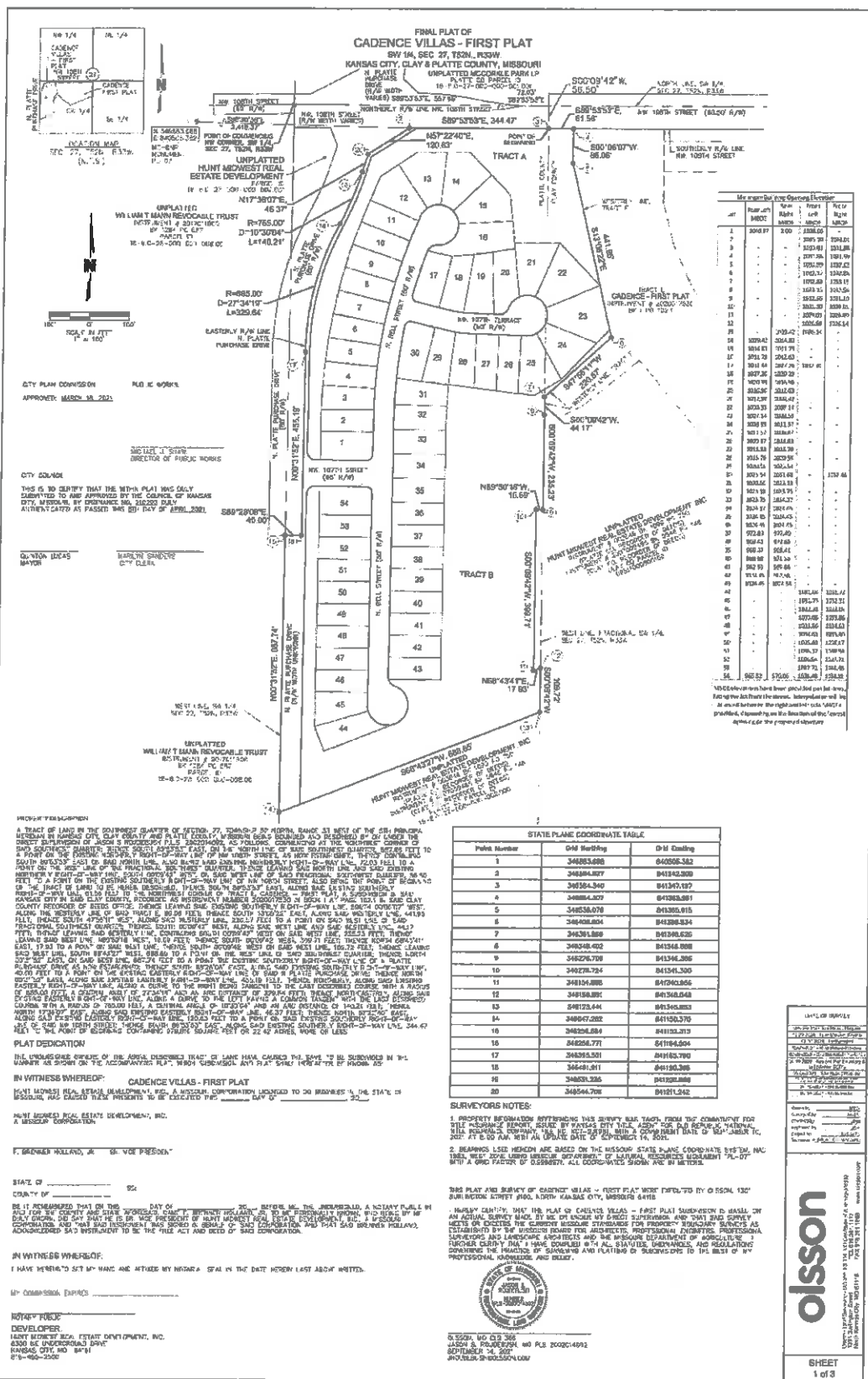
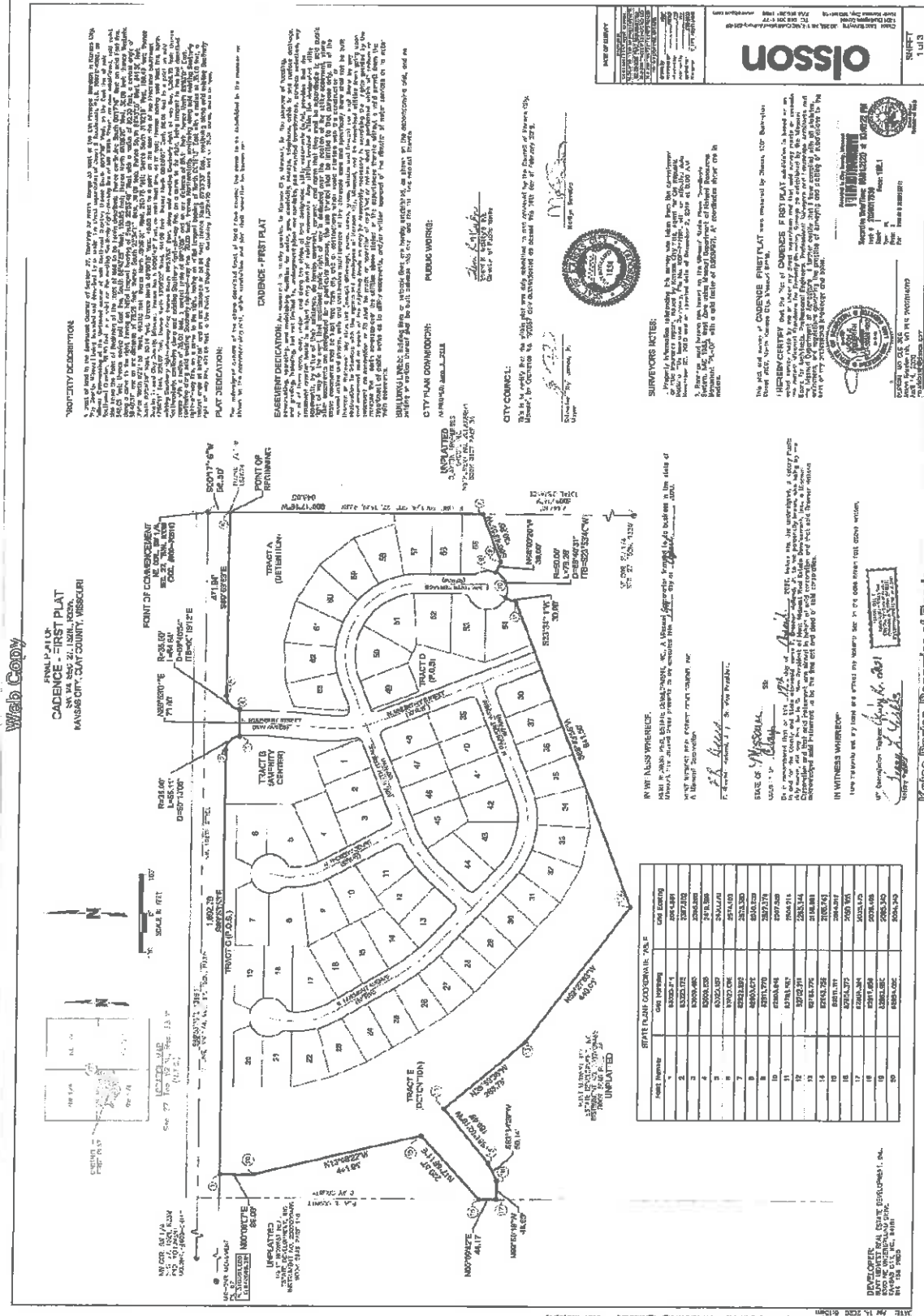


EXHIBIT "C"



PROPERTY DESCRIPTION
 The subject property is located in the unincorporated portion of the County of Jackson, Missouri, and is more particularly described as follows: ...

PLAT DEDICATION
 The undersigned owners of the above described tract of land do hereby dedicate to the public use of the County of Jackson, Missouri, the streets and alleys shown on this plat, and the same shall be subject to the jurisdiction of the Board of Public Works of the County of Jackson, Missouri, and to the laws of the State of Missouri relating to streets and alleys.

PURPOSE OF PLAT
 The purpose of this plat is to divide the above described tract of land into lots, and to show the location of the streets and alleys to be laid out thereon.

APPROVED AND ORDERED
 The Board of Public Works of the County of Jackson, Missouri, do hereby approve and order the filing of this plat for record.

WITNESSES
 The undersigned witnesses do hereby certify that the above described plat was presented to the Board of Public Works of the County of Jackson, Missouri, and that the same was approved and ordered to be filed for record by the Board of Public Works of the County of Jackson, Missouri.



RECORDING OFFICE
 Recorder of Deeds
 1115 North 1st Street
 Jackson, Missouri 64501
 Phone: 781-3333

NOTARY PUBLIC
 Notary Public
 1115 North 1st Street
 Jackson, Missouri 64501
 Phone: 781-3333

DEVELOPER
 The undersigned developer certifies that the above described plat was prepared in accordance with the laws of the State of Missouri relating to the recording of plats.

Web Copy

FIRST PLAT OF
 CADENCE - FIRST PLAT
 JACKSON COUNTY, MISSOURI

SCALE 1" = 20'

POINT OF COMMENCEMENT

POINT OF BEGINNING

TRACT A (DETENTION)

TRACT B (SANITARY CENTER)

TRACT C (PARK)

BY THE BOARD OF PUBLIC WORKS
 Board of Public Works of the County of Jackson, Missouri
 Jackson, Missouri

WITNESSES
 The undersigned witnesses do hereby certify that the above described plat was presented to the Board of Public Works of the County of Jackson, Missouri, and that the same was approved and ordered to be filed for record by the Board of Public Works of the County of Jackson, Missouri.

Lot #	Owner Name	Address
1	UNPLANNED	
2	UNPLANNED	
3	UNPLANNED	
4	UNPLANNED	
5	UNPLANNED	
6	UNPLANNED	
7	UNPLANNED	
8	UNPLANNED	
9	UNPLANNED	
10	UNPLANNED	
11	UNPLANNED	
12	UNPLANNED	
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55	UNPLANNED	
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57	UNPLANNED	
58	UNPLANNED	
59	UNPLANNED	

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To be known as CADENCE VILLAS – FIRST PLAT

51/10

Recorded In Platte County, Missouri

Recording Date/Time: 10/27/2021 at 10:25:28 AM

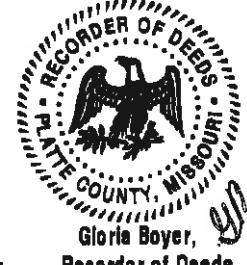
Instr Number: 2021020388

Book: 1367 Page: 640

Type: DE COV

Pages: 10

Fee: \$51.00 S



Grantor: KANSAS CITY MISSOURI

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer, Recorder of Deeds

Title of Document: Covenant To Maintain Storm Water Detention and BMP Facilities Plat of Cadence Villas First Plat

KCT

Date of Document: September 24, 2021

Grantor(s): Kansas City, Missouri

Grantee(s): Hunt Midwest Real Estate Development, Inc.

Grantee(s) Address: 8300 NE Underground Dr #100, Kansas City, MO 64161

Legal Description: Cadence Villas - First Plat

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.)

Recorded in Clay County, Missouri



Recording Date/Time: 10/26/2021 at 10:53:55 AM

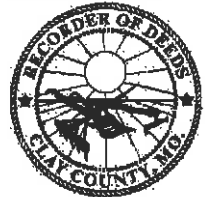
Instr #: 2021046333

Book: 9214 Page: 131

Type: REST

Pages: 9

Fee: \$70.00 N 20210041796

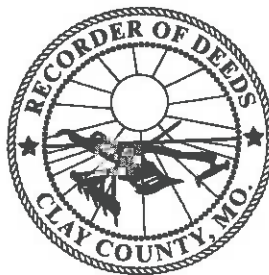


Katee Porter
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
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

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

THIS COVENANT made and entered into this 24 day of SEPT., 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Hunt Midwest Real Estate Development, Inc. (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located on the south side of NW 108th Street and the east side of N Platte Purchase Drive, of Clay and Platte Counties, 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 Cadence Villas 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 1-54 and Tracts A and B as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water management control and water quality Best Management Practice facilities (BMPs), collectively hereinafter referred to as "The Facilities"; and

WHEREAS, The Facilities, located on Tract E of Cadence First Plat, as shown on Exhibit "C" 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 E of Cadence First Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract E of Cadence 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 E of Cadence First Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E of Cadence First 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.
- 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 E of Cadence 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 owner of Lots 1-54 served by the Facilities on Tract E of Cadence First Plat.
- b. Assess a lien on either Tract E of Cadence First Plat or on the Lots 1-54, or both served by the Facilities on Tract E of Cadence First Plat;
- c. Maintain suit against Owner, and/or the owner of Tract E of Cadence First Plat and/or the owners of Lots 1-54 served by the Facilities on Tract E of Cadence First 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 E Cadence First Plat and Lots 1-54 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tract E of Cadence First 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 E of the Cadence First Plat 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 1-54 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 Clay 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.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Signature]
City Clerk

By: [Signature]
Director of City Planning and Development

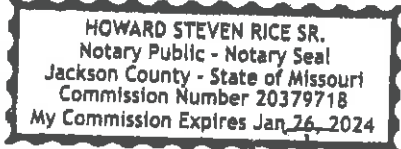
Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

BE IT REMEMBERED that on this 24 day of September, 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 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.



Howard Steven Rice Sr
Notary Public

My Commission Expires: January 26, 2024

EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 89°53'53" East, on the North line of said Southwest Quarter, 557.66 feet to a point on the existing Northerly right-of-way line of NW 108th Street, as now established; thence continuing South 89°53'53" East on said North line, also being said existing Northerly right-of-way line, 72.03 feet to a point on the West line of the Fractional Southwest Quarter; thence leaving said North line and said Existing Northerly right-of-way line, South 00°09'42" West, on said West line of said Fractional Southwest Quarter, 56.50 feet to a point on the existing Southerly right-of-way line of NW 108th Street, also being the Point of Beginning of the tract of land to be herein described; thence South 89°53'53" East, along said existing Southerly right-of-way line, 61.56 feet to the Northwest corner of Tract E, CADENCE – FIRST PLAT, a subdivision in said Kansas City in said Clay County, recorded as Instrument Number 2020017530 in Book I at Page 102.1 in said Clay County Recorder of Deeds Office; thence leaving said existing Southerly right-of-way line, South 00°06'07" West, along the Westerly line of said Tract E, 86.06 feet; thence South 13°08'22" East, along said Westerly line, 441.95 feet; thence South 47°56'11" West, along said Westerly line, 220.57 feet to a point on said West line of said Fractional Southwest Quarter; thence South 00°09'42" West, along said West line and said Westerly line, 44.17 feet; thence leaving said Westerly line, continuing South 00°09'42" West on said West line, 235.23 feet; thence leaving said West line, N89°50'18" West, 16.69 feet; thence South 00°09'42" West, 399.71 feet; thence North 68°43'41" East, 17.93 to a point on said West line; thence South 00°09'42" West on said West line, 109.72 feet; thence leaving said West line, South 68°43'27" West, 688.65 to a point on the West line of said Southwest Quarter; thence North 00°31'52" East, on said West line, 687.74 feet to a point the existing Southerly right-of-way line of N Platte Purchase Drive as now established; thence South 89°28'08" East, along said existing Southerly right-of-way line, 40.00 feet to a point on the existing Easterly right-of-way line of said N Platte Purchase Drive; thence North 00°31'52" East, along said existing Easterly right-of-way line, 455.19 feet; thence Northerly, along said existing Easterly right-of-way line, along a curve to the right being tangent to the last described course with a radius of 685.00 feet, a central angle of 27°34'19" and an arc distance of 329.64 feet; thence Northeasterly, along said existing Easterly right-of-way line, along a curve to the left having a common tangent with the last described course with a radius of 765.00 feet, a central angle of 10°30'04" and an arc distance of 140.21 feet; thence North 17°36'07" East, along said existing Easterly right-of-way line, 46.37 feet; thence North 57°22'40" East, along said existing Easterly right-of-way line, 120.63 feet to a point on said existing Southerly right-of-way line of said NW 108th Street; thence South 89°53'53" East, along said existing Southerly right-of-way line, 344.47 feet to the Point of Beginning. Containing 976,616 square feet or 22.42 acres, more or less.

EXHIBIT "B"

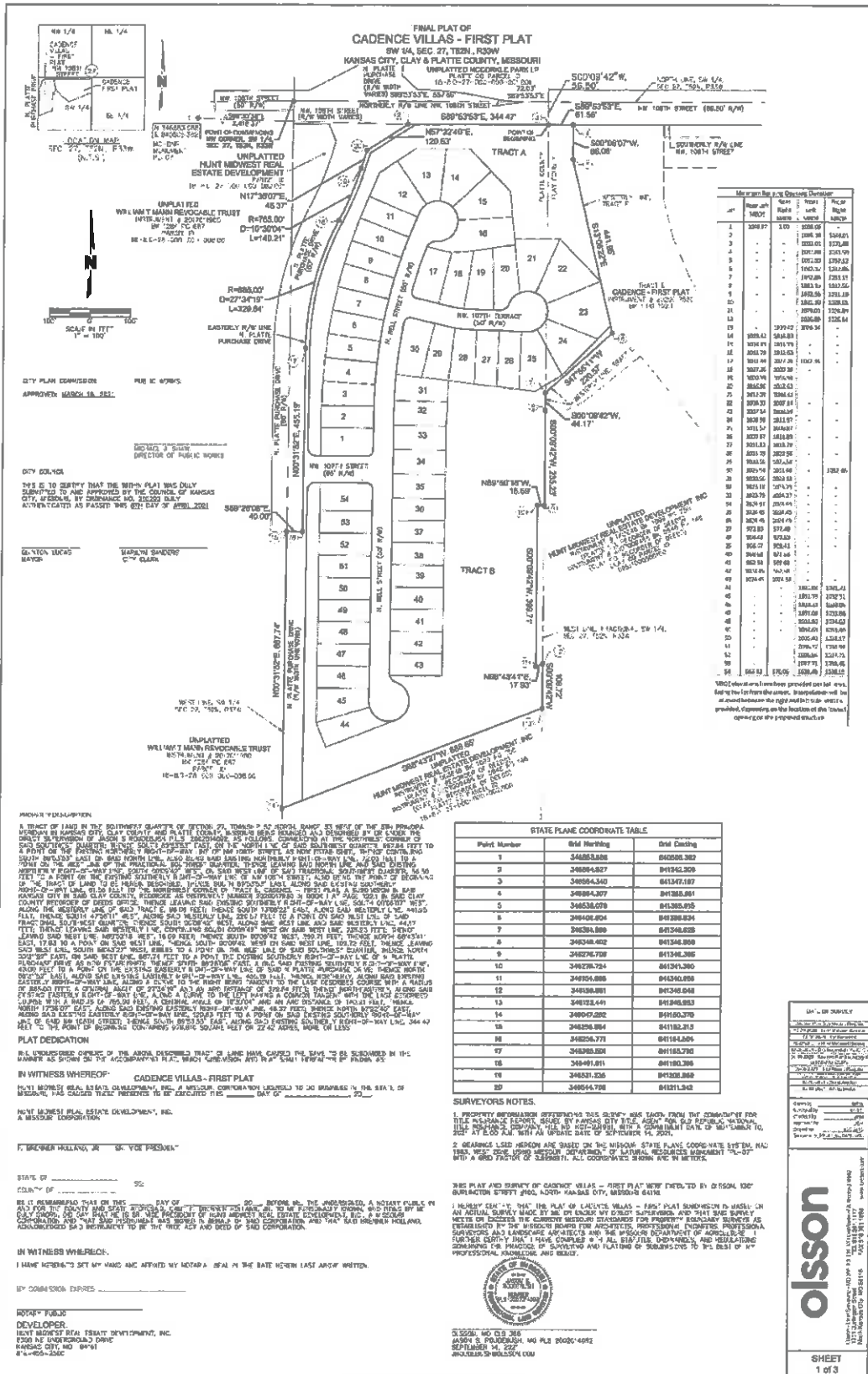


EXHIBIT "C"

Web Copy

PLAT DESCRIPTION

CADENCE - FIRST PLAT
 MANASSAS CITY, STAFF COUNTY, VIRGINIA

PLAT DEDICATION:

The plat is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement. The plat is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement. The plat is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement.

EXHIBIT DEDICATION:

The exhibit is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement. The exhibit is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement. The exhibit is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement.

CITY PLAN COMMANDER:

PUBLIC WORKS:

CITY COMMISSIONER:

SURVEYOR NOTES:

The plat is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement. The plat is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement. The plat is dedicated to the use of storm water detention and detention storage for the purpose of flood control, erosion control, and water quality improvement.

IN WITNESS WHEREOF,

STATE OF VIRGINIA:

COUNTY OF STAFF:

MANASSAS CITY:

PLAT NUMBER:

DATE:

DEVELOPER:

MANASSAS CITY:

48/a

Recorded In Platte County, Missouri

Recording Date/Time: 10/27/2021 at 10:25:28 AM

Instr Number: 2021020389

Book: 1367 Page: 641

Type: DE AGMT

Pages: 9

Fee: \$48.00 S



Grantor: EVERGY MISSOURI WEST INC

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...



Title of Document: Subordination of Easement and Relocation Agreement

KCT

Date of Document: June 14, 2021

Grantor(s): Evergy Missouri West, Inc. (Evergy) fka KCP&L Greater Missouri Operations Company (GMO)

Grantee(s): Hunt Midwest Real Estate Development, Inc.

Grantee(s) Address: 8300 NE Underground Dr #100, Kansas City, MO 64161

Legal Description: Cadence Villas - First Plat, a subdivision in Kansas City, Platte County, Missouri and Kansas City, Clay County, Missouri.

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.)

Recorded in Clay County, Missouri



Recording Date/Time: 10/26/2021 at 10:53:55 AM

Instr #: 2021046334

Book: 9214 Page: 132

Type: AGR

Pages: 8

Fee: \$45.00 S 20210041796



Katee Porter
Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE made this 14th day of June 2021, between EVERGY MISSOURI WEST, INC. (Evergy) f/k/a KCP&L GREATER MISSOURI OPERATIONS COMPANY (GMO) (Grantor), HUNT MIDWEST REAL ESTATE DEVELOPMENT INC. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instruments recorded in the Recorder of Deeds Office of Platte County, Missouri, in Book 189 at Page 577, and in the instrument recorded in the Recorder of Deeds of Clay County, Missouri, in Book 549 at Page 190, parts of which are within the boundaries of a proposed street right-of-way to be known as N. PLATTE PURCHASE DRIVE, said street right of way being dedicated as part of the plat of *CADENCE VILLAS – FIRST PLAT*, a subdivision in Kansas City, Platte County, Missouri and Kansas City, Clay County, Missouri;

WHEREAS, The Developer, desires to have dedicated for public use a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as N. PLATTE PURCHASE DRIVE, as illustrated in the exhibit labeled Exhibit A and Exhibit B, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit C

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Evergy hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before [740 days after passage of final plat ordinance by City Council] in the Office of the Recorder of Deeds Platte and Clay County, Missouri; otherwise this agreement shall be null and void.

This indenture shall be binding upon the undersigned and its successors and assigns.

SIGNATURES ON FOLLOWING PAGES

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.

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

Name: F. Brenner Holland, Jr.

By: F. B. Holland, Jr.

Title: Sp. Vice President

Date: June 17, 2021

Check one:

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

ACKNOWLEDGEMENT

State of Missouri)
County of Clay) Ss:

On this 17th day of June, 2021, before me personally appeared F. Brenner Holland, Jr., to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as the free act and deed of said Developer.

IN WITNESS WHEREOF, I have set my hand and affixed my notary seal the day and year in this certificate above written.

My Commission Expires:

Peggy L. Wells
Notary Public

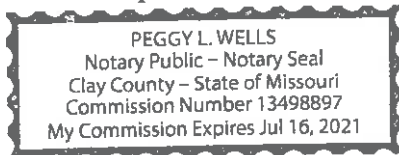
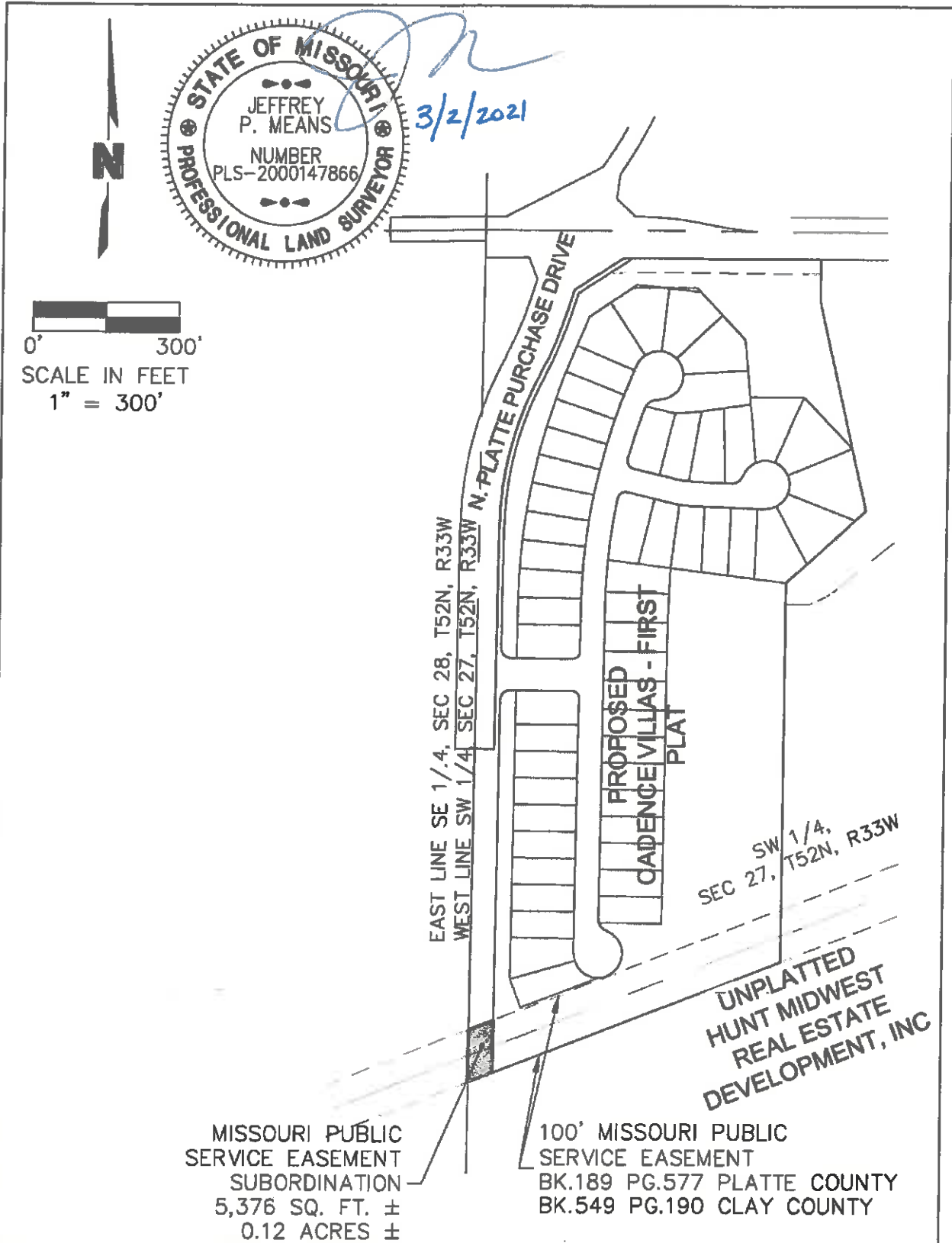


Exhibit A

Book 1367 Page 641



DWG: F:\2020\2001-2500\020-2475\40-Design\Survey\SRV\Sheets\Easement Subordinations\020-2475 Easement Subordination.dwg
 DATE: Mar 02, 2021 2:13pm
 USER: jholdercraft

PROJECT NO: 020-2475	EASEMENT SUBORDINATION #1 OVERVIEW
DRAWN BY: JRH	CADENCE VILLAS - FIRST PLAT
DATE: 2021-03-02	SW 1/4, SEC 27, T52N, R33W KANSAS CITY, PLATTE COUNTY, MISSOURI



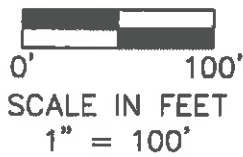
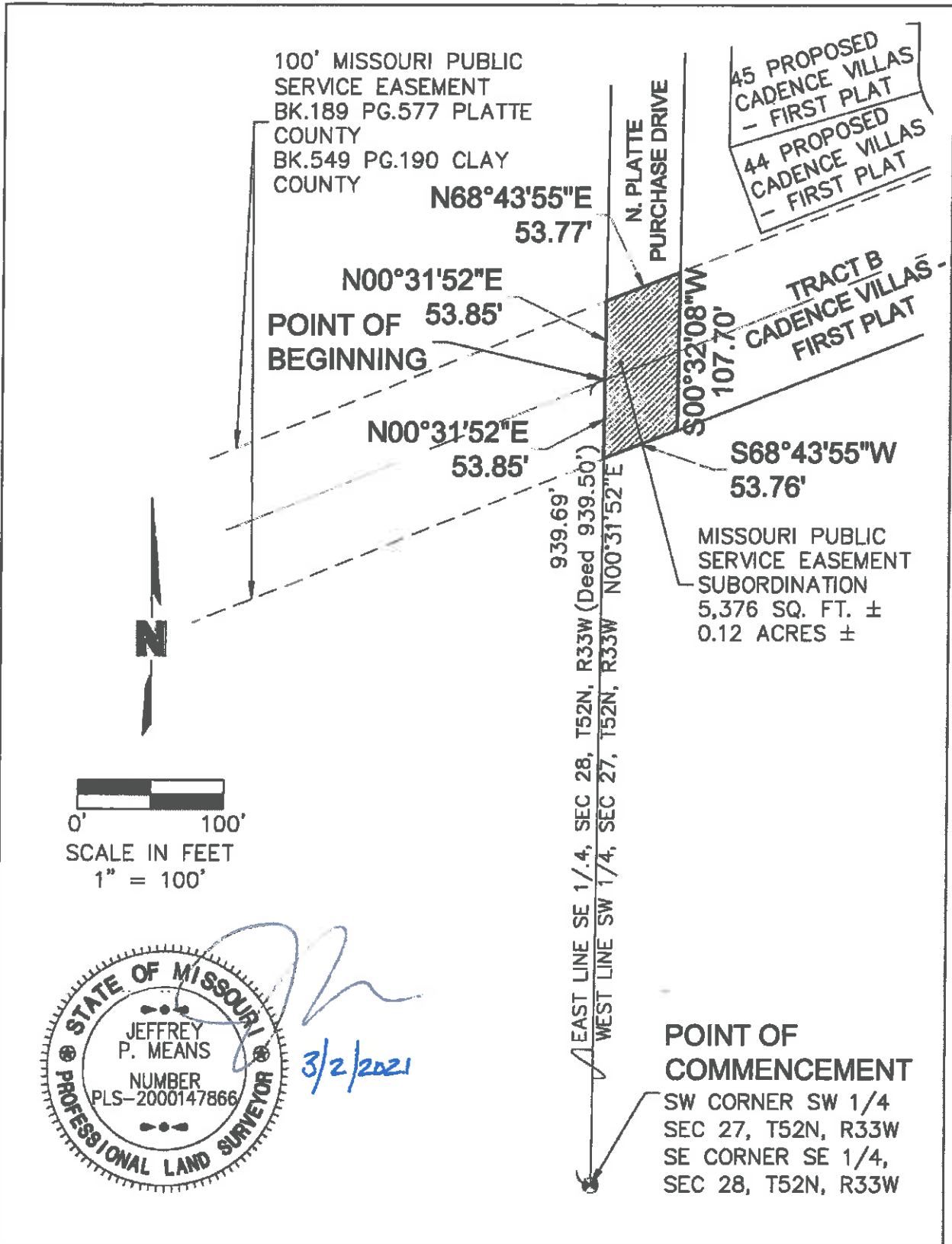
Olsson - Land Surveying - MO 385, MS 114, MO Certificate of Authority-001682

1301 Burlington Street
 North Kansas City, MO 64116
 TEL 816.381.1177
 FAX 816.381.1618
 www.olsson.com

EXHIBIT

1 of 3

Exhibit B



DWG: F:\2020\2001-2500\020-2475-Design\Survey\SRV\Sheets\Easement Subordinations\020-2475 Easement Subordination.dwg
 USER: jholdcroft
 DATE: Mar 02, 2021 2:14pm

PROJECT NO: 020-2475	EASEMENT SUBORDINATION #1 EXHIBIT	<p>1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1889 www.olsson.com</p>	EXHIBIT
DRAWN BY: JRH	CADENCE VILLAS - FIRST PLAT		2 of 3
DATE: 2021-03-02	SW 1/4, SEC 27, T52N, R33W KANSAS CITY, PLATTE COUNTY, MISSOURI	Olsson - Land Surveying - MO 306, KS 114, MO Certificate of Authority-001682	

Exhibit C

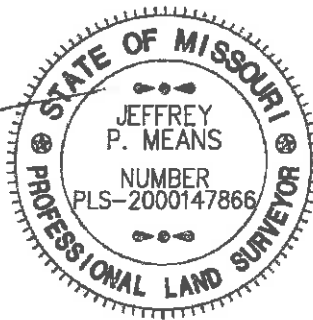
CADENCE VILLAS – FIRST PLAT
 Olsson No. 020-2475
 MISSOURI PUBLIC SERVICE EASEMENT SUBORDINATION
 March 02, 2021

Subordination of portion of Missouri Public Service Easement recorded in Book 189 at page 577 in the Platte County Recorder of Deeds office, also recorded in Book 549 at page 190 in the Clay County Recorder of Deeds office.

Easement Subordination Description:

A tract of land in the Southwest Quarter of Section 27 Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Platte County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as an Easement Subordination as follows: Commencing at the Southwest corner of said Southwest Quarter; thence North 00°31'52" East on the West line of said Southwest Quarter, 939.69 feet (Deed 939.50 feet) to the Point of Beginning of the tract of land to be herein described; thence continuing North 00°31'52" East on said West line, 53.85 feet to a point on the Northerly line of a 100.00 foot Missouri Public Service Easement; thence leaving said West line, North 68°43'55" East on said Northerly line, 53.77 feet; thence leaving said Northerly line, South 00°32'08" West, 107.70 feet to a point on the Southerly line of said 100.00 foot Missouri Public Service Easement; thence South 68°43'55" West, on said Southerly line, 53.76 feet to a point on said West line; thence leaving said Southerly line North 00°31'52" East, on said West line 53.85 feet to the Point of Beginning. Containing 5,376 square feet or 0.12 acres, more or less.

[Handwritten Signature]
 3/2/2021



USER: jholdercraft

DWG: F:\2020\2001-2500\020-2475\40-Design\Survey\SRV\Sheets\Easement Subordinations\020-2475 Easement Subordination.dwg
 DATE: Mar 02, 2021 2:14pm

PROJECT NO: 020-2475	EASEMENT SUBORDINATION #1 LEGAL		1301 Burlington Street North Kansas City, MO 64116 TEL 816.351.1177 FAX 816.351.1555 www.olsson.com	EXHIBIT
DRAWN BY: JRH	CADENCE VILLAS - FIRST PLAT			3 of 3
DATE: 2021-03-02	SW 1/4, SEC 27, T52N, R33W KANSAS CITY, PLATTE COUNTY, MISSOURI	Olsson - Land Surveying - MO 306, KS 114, MO Certificate of Authority-001682		

48/9

Recorded in Platte County, Missouri

Recording Date/Time: 10/27/2021 at 10:25:28 AM

Instr Number: 2021020390

Book: 1367 Page: 642

Type: DE DEC

Pages: 9

Fee: \$48.00 S



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer,

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Recorder of Deeds

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

KCT

Date of Document: August 31, 2021

Grantor(s): Hunt Midwest Real Estate Development, Inc.

Grantee(s): *Hunt Midwest Real Estate Development Inc.*

Grantee(s) Address: 8300 NE Underground Dr #100, Kansas City, MO 64161

Legal Description: Cadence Villas - First Plat, a subdivision in Kansas City, Platte County, Missouri and Kansas City, Clay County, Missouri.

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.)

Recorded in Clay County, Missouri



Recording Date/Time: 10/26/2021 at 10:53:55 AM

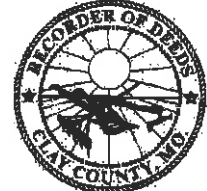
Instr #: 2021046335

Book: 9214 Page: 133

Type: REST

Pages: 8

Fee: \$45.00 \$ 20210041796

Katee Porter
Recorder of Deeds**(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)**

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

Document Date: August 31, 2021

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 Exhibit A attached

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

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

THIS FIRST SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Supplemental Declaration") is made and executed as of August 31, 2021, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

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. 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").

D. On October 11, 2021, Developer executed that certain subdivision plat entitled "CADENCE VILLAS – FIRST PLAT" (the "Villas First Plat"), covering the real property formerly legally described as shown therein and on EXHIBIT A 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, if any (the "First Expansion Property"), which Villas First Plat was approved on March 16, 2021, by the City Council of the City, and was recorded on OCTOBER 26th, 2021, under Document No. 2021 046332, in Cabinet I, at Sleeve 155.1, in the Clay County Recorder's Office and was recorded on 10-27-, 2021, under Document No. 2021020387, in Cabinet 22, at Sleeve 305, in the Office of the Recorder of Deeds of Platte County, Missouri, at Platte City (the "Platte County Recorder's Office").

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

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

G. 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" and "Villa 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., Villa Lots), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the First Expansion Property.

2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Villas First Plat and this Supplemental Declaration of record in the Clay County Recorder's Office and the Platte County Recorder's Office. Recording of the Villas First 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 First 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 First Plat, and this Supplemental Declaration to include the First 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 and the Villa Lots in the Villas First 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 Villa Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the First Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Villas First 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 First 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. **New Article 6.4A.** Article 6.4A of the Declaration is amended by adding the following new Article 6.4A:

"6.4A Annual Villa Assessments; Monthly Payments. Subject to the limitations set forth herein and any in the Articles and Bylaws, the Board of Directors, in its sole discretion, shall establish Annual Villa Assessments based upon the estimated Villa Common Expenses for the subsequent fiscal year of the Association. Until modified as provided herein, the Annual Villa Assessments shall be in amounts as determined by the budgets established by the Board of Directors from time to time. The first Annual Villa Assessment for a Villa Lot shall be made on the closing date for the purchase of such Villa Lot by an Owner other than a builder. The Annual Villa Assessments shall be made by the Board of Directors on or before January 1st of each year and shall be due and payable in equal monthly installments on or before the first day of each month. If the Board of Directors fails to timely make any Annual Villa Assessment for any fiscal year, the amount of such Annual Villa Assessment for the year shall automatically be the same as the Annual Villa Assessment for the immediately prior year. Prior to the Turnover Date, the Board of Directors may increase the Annual Villa Assessments as such Board shall determine appropriate. After the Turnover Date, the Annual Villa Assessments made by the Board of Directors may not exceed (a) one hundred and twenty percent (120%) of the Annual Villa Assessments for the immediately preceding year without the approval of a majority of the Class E Members only present at a meeting duly called or (b) one hundred fifty percent (150%) of the Annual Villa Assessments for the immediately preceding year without the approval of sixty-six and 2/3 percent (66 2/3%) of the Class E Members only present at a meeting duly called. The Board of Directors may, but shall have no obligation to, make pro rata refunds of any Annual Villa Assessments in excess of the actual Villa Common Expenses incurred in any fiscal year or may hold the same in reserve. The Annual

Villa Assessments are payable only by Owners of Villas and are in addition to the payment of the Annual Assessments under Article 6.2 hereof.”

7. **New Article 6.9(d)**. Article 6.9(d) of the Declaration is amended by adding the following new Article 6.9(d):

“6.9 Working Capital Fund Contributions Working Capital Fund Contributions shall be made as follows:

(d) In addition to the Working Capital Fund Contributions described in Subsection (a) above, the Developer also shall require the first Owner of a Villa Lot (other than the Developer or the original or initial builder) to make a nonrefundable contribution to the villa working capital fund of the Association in an amount equal to three (3) times the monthly installment of the Annual Villa Assessments (i.e. one-fourth (1/4) of the Annual Villa Assessment) against such Villa Lot then in effect (a “**Villa Working Capital Fund Contribution**”). The Association shall maintain all such Villa Working Capital Fund Contributions in its account(s) for the use and benefit of the Association in carrying out its duties hereunder including, without limitation, paying Villa Common Expenses or meeting unforeseen Villa expenditures. Such Villa Working Capital Fund Contribution shall not relieve a Villa Owner from making payments of the Assessments as they become due and is in addition thereto and nonrefundable in all events.”

8. **Amendment of Article 8A**. Article 8A.2 of Article 8A of the Declaration is amended to read as follows:

“8A.2 Lawn and Landscaping Care; Snow Clearing.

(a) The Developer shall require each builder of a Villa on a Villa Lot to prepare for approval a landscaping plan for such Villa including the location of trees, bushes, shrubbery, grasses and other plantings and the location and type of irrigation, sprinkler, drainage and any other systems. Once approved by the Developer, the landscaping plan shall be kept on file at the Association office. Only the items shown on such landscaping plan (or substitutes or replacements approved from time to time by the Review Committee) at the locations shown on such landscaping plan shall be permitted. No Villa Owner shall install any other trees, bushes, shrubbery, grasses or other plantings at or on any other locations of such Villa Owner’s Lot without the prior written approval of the Review Committee. Any such other plantings so approved by the Review Committee shall be maintained by the Villa Owner and not the Association. The Association shall provide lawn and landscaping care to the Villas consisting of mowing, edging, fertilizing, weed control of grass area, mulching and weed control within any beds shown on the landscaping plan, trimming and replacing of trees, bushes, shrubbery, grasses and plantings in and shown on the landscaping plan, and the operation (including spring startup and fall winterization), maintenance and repair of the irrigation system (which shall be controlled exclusively by the Association). Each Villa’s landscaping plan shall include a complete irrigation system for all turf and landscape areas. The system shall: (i) have all components accessible and maintainable from the outside of the Villa; (ii) include a water tap in the front yard after the water meter; (iii) include a brass curb stop with two inch (2”) pvc sleeve

accessible with a five foot (5') standard water key; (iv) include with the water tap a double check backflow preventer located underground in a rectangular valve box; and (v) include an outdoor irrigation controller mounted on an exterior wall of the Villa along with a rain sensor mounted on the side or rear gutter of the Villa. If the City does not allow a double check backflow, then the approved backflow shall be located on a side of the Villa out of sight from the street. If, with the Review Committee's approval first obtained, an Owner adds to, expands or augments the sprinkler system, costs to maintain and repair such augmented portion shall be the Owner's responsibility. Any such additional sprinkler costs shall be paid by such Owner to the Association within ten (10) days after receipt of a bill therefor. Such services do not include the maintenance, trimming or replacement of street trees, replacement or reseeded of sod or lawn grass or replacement of any trees, shrubs, bushes, flowers or other plantings not shown or included in the landscape plan. The cost of water and electricity used by the sprinkler system is the Villa Owner's responsibility.

(b) The Association also shall provide snow clearing from the Villa driveways, the front sidewalk, the sidewalk from the front porch to the driveway (but not the front porch, patio or other sidewalks) and areas around centralized mailboxes for any snowfall in excess of two inches (2") and only after snowfall has stopped or as otherwise approved by the Board of Directors. Ice removal is not included and the Association will not apply salt, sand or chemicals to such surfaces. If access to a driveway or any part thereof is blocked by a vehicle or other item, the inaccessible area will not be cleared nor shall the snow removal operator be required to return if the area subsequently becomes accessible.

(c) No other services shall be provided to Villa Owners."

9. **Amendment of Article 10.5(o)**. Article 10.5(o) of ARTICLE 10 of the Declarations is amended to read as follows:

"10.5 General Construction Standards. In addition to complying with all ordinances, codes and restrictions enacted by the City which are applicable to a Lot, all Single Family Residences, Attached Patio Homes, Attached Townhomes, Villas and other Improvements constructed on any Lot shall conform to the following:

(o) For Single Family Residences and Villas, outdoor furniture, fire pits, barbecue grills and similar items may be used in the front or side yards or driveways but may not be stored or left on such areas overnight or for any extended period of time. Outdoor furniture may be kept on front porches."

10. **Amendment of Articles 10.7(b), 10.7(i) and 10.7(j) and New Article 10.7(k)**. Articles 10.7(b), 10.7(i) and 10.7(j) of ARTICLE 10 of the Declaration are amended and new Article 10.7(k) is hereby added as follows:

"10.7 Construction Standards Applicable to Villas. In addition to compliance with any applicable standards set forth in Article 10.5 above, each Villa constructed on any Lot shall conform to the following, as applicable:

(b) The finished floor area of each Villa shall be at least 1,200 square feet of total finished floor area. For purposes of calculating the foregoing

minimum, the area of any attics, porches and any portion thereof that is not enclosed and finished for all-year occupancy, shall not be included. The Review Committee may, in its sole discretion, require greater square footage for any Villa as a condition of approval of any Proposed Construction.

(i) No fencing of any type shall be erected or installed on any Villa Lot except (a) "invisible pet" fencing, (b) fences constructed of wrought iron (or aluminum or steel simulations thereof); not to exceed four (4) feet in height; with one (1) gate located on either side of the Villa residence a minimum of 3' in width but not to exceed 5' in width that shall remain unlocked at all times, or (c) other fencing approved in advance by the Review Committee which approval it may deny, withhold or condition in its sole discretion that does not interfere with or damage any sprinkler system component (with any damage being repaired at the Owner's cost). *(Note: This is to allow the lawncare company to access the backyard on a typical standing/riding lawnmower.)*

(j) One (1) hot tub or spa may be constructed at the rear of each Villa Lot but within the Lot lines for personal, non-commercial use by the Owner thereof with the Review Committee's prior approval. The Review Committee may require fencing and/or screening of such approved items.

(k) In the event of any conflict between the provisions of this Article 10.7 and/or with Article 10.5 or other provisions of this Declaration, the provisions of this Article 10.7 shall control."

11. **Amendment of Article 17.8.** Article 17.8 of Article 17 of the Declaration is amended to read as follows:

17.8 Recordation – Multiple Counties. The Property covered by the Plat as described in Recital A on page 1 of this Declaration is located in Clay County, Missouri, and this Declaration will be recorded in the Office of the Recorder of Deeds for such county. Subsequent phases of the Subdivision may include real property located in Platte County, Missouri. Some Lots may be located in both Clay County, Missouri and Platte County, Missouri. Supplemental Declarations subjecting Expansion Property to the provisions of this Declaration may be recorded in either or both of such counties as applicable (and this Declaration may be recorded in Platte County in connection with a Supplemental Declaration affecting property in such county)."

12. **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.

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

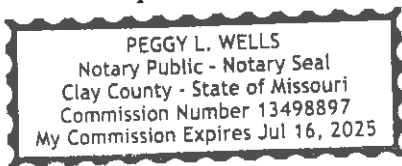
STATE OF MISSOURI)
) S.S.
COUNTY OF CLAY)

On this 31st day of August, 2021, 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
FIRST SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE**

Legal Description of First Expansion Property:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County and Platte County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 89°53'53" East, on the North line of said Southwest Quarter, 557.66 feet to a point on the existing Northerly right-of-way line of NW 108th Street, as now established; thence continuing South 89°53'53" East on said North line, also being said existing Northerly right-of-way line, 72.03 feet to a point on the West line of the Fractional Southwest Quarter; thence leaving said North line and said Existing Northerly right-of-way line, South 00°09'42" West, on said West line of said Fractional Southwest Quarter, 56.50 feet to a point on the existing Southerly right-of-way line of NW 108th Street, also being the Point of Beginning of the tract of land to be herein described; thence South 89°53'53" East, along said existing Southerly right-of-way line, 61.56 feet to the Northwest corner of Tract E, CADENCE – FIRST PLAT, a subdivision in said Kansas City in said Clay County, recorded as Instrument Number 2020017530 in Book I at Page 102.1 in said Clay County Recorder of Deeds Office; thence leaving said existing Southerly right-of-way line, South 00°06'07" West, along the Westerly line of said Tract E, 86.06 feet; thence South 13°08'22" East, along said Westerly line, 441.95 feet; thence South 47°56'11" West, along said Westerly line, 220.57 feet to a point on said West line of said Fractional Southwest Quarter; thence South 00°09'42" West, along said West line and said Westerly line, 44.17 feet; thence leaving said Westerly line, continuing South 00°09'42" West on said West line, 235.23 feet; thence leaving said West line, N89°50'18" West, 16.69 feet; thence South 00°09'42" West, 399.71 feet; thence North 68°43'41" East, 17.93 to a point on said West line; thence South 00°09'42" West on said West line, 109.72 feet; thence leaving said West line, South 68°43'27" West, 688.65 to a point on the West line of said Southwest Quarter; thence North 00°31'52" East, on said West line, 687.74 feet to a point the existing Southerly right-of-way line of N Platte Purchase Drive as now established; thence South 89°28'08" East, along said existing Southerly right-of-way line, 40.00 feet to a point on the existing Easterly right-of-way line of said N Platte Purchase Drive; thence North 00°31'52" East, along said existing Easterly right-of-way line, 455.19 feet; thence Northerly, along said existing Easterly right-of-way line, along a curve to the right being tangent to the last described course with a radius of 685.00 feet, a central angle of 27°34'19" and an arc distance of 329.64 feet; thence Northeasterly, along said existing Easterly right-of-way line, along a curve to the left having a common tangent with the last described course with a radius of 765.00 feet, a central angle of 10°30'04" and an arc distance of 140.21 feet; thence North 17°36'07" East, along said existing Easterly right-of-way line, 46.37 feet; thence North 57°22'40" East, along said existing Easterly right-of-way line, 120.63 feet to a point on said existing Southerly right-of-way line of said NW 108th Street; thence South 89°53'53" East, along said existing Southerly right-of-way line, 344.47 feet to the Point of Beginning. Containing 976,616 square feet or 22.42 acres, more or less.