



File #: 220112

ORDINANCE NO. 220112

Approving the plat of Pembroke Estates-Seventh Plat, an addition in Clay County, Missouri, on approximately 21.51 acres generally located at the southeast corner of N.E. 92nd Street and N. Wabash Avenue, creating 45 lots and 7 tracts for the purpose of a 45 lot single family home 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-2018-01196)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Pembroke Estates-Seventh Plat, a subdivision in Clay County, Missouri, a true and correct copy of which is attached hereto and incorporated herein by reference, is hereby approved.

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

2

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.

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 County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on October 5, 2021.

Approved as to form and legality:



Eluard Alegre
Assistant City Attorney



Authenticated as Passed


Quintan Lucas, Mayor
Marilyn Sanders, City Clerk

Feb 1⁰ 2022
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, Oct 5, 20 22

Recorded in Clay County, Missouri



Recording Date/Time: 10/12/2022 at 04:15:38 PM

Instr #: 2022033395

Book: 9463 Page: 144

Type: ORD

Pages: 3

Fee: \$27.00 E 20220029576

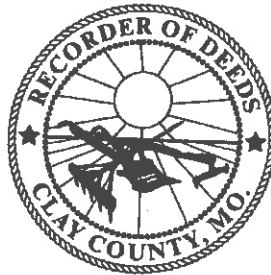


Katee Porter
Recorder of Deeds

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

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Recorded in Clay County, Missouri



Recording Date/Time: 10/12/2022 at 04:15:38 PM

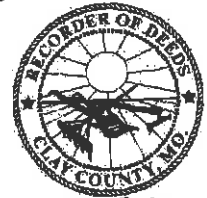
Instr #: 2022033397

Book: 9463 Page: 145

Type: PTREL

Pages: 3

Fee: \$52.00 N 20220029576

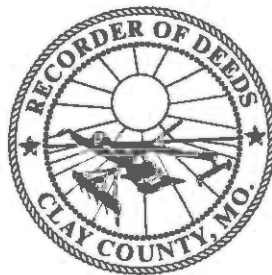


Katee Porter
Recorder of Deeds

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

DEED OF RELEASE
(PARTIAL – CORPORATION)

This Deed of Release Witnesseth that Equity Bank, a corporation organized and existing under the laws of the State of Kansas, have/having its principle place of business in Johnson County, Kansas, owner and holder of note evidencing the debt secured by the Deed of Trust executed by Cambridge Homebuilders, LLC, dated and recorded in the office of the Recorder of Deeds of Clay County, Missouri, as Document No 2021047007, in Book 9218 at Page 142, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of PEMBROOKE ESTATES-SEVENTH PLAT, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No 2022033396, Book I, Page 140.3

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

IN WITNESSTH WHEREOF, these presents have been executed of said corporation pursuant to due authority, this 28th day of September, 2022.

BY: J Chris Ryan
J Chris Ryan
Senior Vice President

In the State of Missouri, County of Jackson, on this 28th day of September, 2022, before the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that J Chris Ryan is the Senior Vice President of the corporation named in the foregoing partial deed of release, and duly acknowledged the execution of the same.

Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

LORI WATSON
Notary Public-Notary Seal
STATE OF MISSOURI
My Commission Expires: March 12, 2025
Commission #13486353

Lori Watson
Lori Watson

②

EXHIBIT A

A tract of land in the Southwest Quarter of Section 6, Township 51 North, Range 32 West and the Southeast Quarter of Section 1, Township 51 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay 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 $00^{\circ}32'06''$ West, on the West line of said Southwest Quarter, 353.76 feet to a point on the Southerly line of PEMBROOKE ESTATES-SIXTH PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2018019405 in Book I at Page 38.3 in Clay County Recorder of Deeds Office also being the Point of Beginning of the tract of land to be herein described; thence North $58^{\circ}13'55''$ East, on said Southerly line, 68.41 feet; thence South $89^{\circ}45'46''$ East on said Southerly line, 874.08 feet; thence South $00^{\circ}14'14''$ West, on said Southerly line, 80.00 feet; thence South $10^{\circ}26'15''$ East, on said Southerly line, 64.54 feet; thence South $33^{\circ}35'18''$ East, on said Southerly line, 64.00 feet; thence South $44^{\circ}52'29''$ West, on said Southerly line, 130.00 feet; thence Southeasterly, on said Southerly line, on a curve to the left, having an initial tangent bearing of South $45^{\circ}07'31''$ East with a radius of 290.00 feet, a central angle of $09^{\circ}39'58''$ and an arc distance of 48.93 feet; thence South $54^{\circ}47'30''$ East, on said Southerly line, 2.61 feet; thence Southeasterly, on said Southerly line, on a curve to the left, being tangent to the last described course with a radius of 400.00 feet, a central angle of $20^{\circ}58'57''$ and an arc distance of 146.49 feet; thence South $75^{\circ}46'27''$ East, on said Southerly line, 44.54 feet; thence Easterly, on said Southerly line, on a curve to the left, being tangent to the last described course with a radius of 475.00 feet, a central angle of $05^{\circ}41'44''$ and an arc distance of 47.22 feet to a point on the Westerly line of PEMBROOKE ESTATES-FOURTH PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2009045415 in Book G at Page 199 in said Clay County Recorder of Deeds Office; thence leaving said Southerly line, South $08^{\circ}31'48''$ West, on said Westerly line, 212.35 feet to a point on the Northerly line of PEMBROOKE ESTATES - SECOND PLAT, a subdivision of land in said Kansas City recorded as Instrument Number S52206 in Cabinet F at Sleeve 114 in said Clay County Recorder of Deeds Office; thence leaving said Westerly line, North $89^{\circ}45'47''$ West, on said Northerly line, 238.18 feet to the Northwest corner said PEMBROOKE ESTATES - SECOND PLAT; thence South $00^{\circ}26'23''$ West, on the Westerly line of said PEMBROOKE ESTATES - SECOND PLAT, 130.27 feet to a point on the Southerly line of Warranty Deed recorded as Book 466 at Page 231 in said Clay County Recorder of Deeds Office; thence North $89^{\circ}45'32''$ West, on said Southerly line, 884.51 feet to a point on said West line of said Southwest Quarter; thence South $00^{\circ}32'06''$ West, on said West line, 216.87 feet; thence North $87^{\circ}46'58''$ West, 212.03 feet; thence North $00^{\circ}41'31''$ West, 902.12 feet to the Southwest corner of said PEMBROOKE ESTATES-SIXTH PLAT; thence South $89^{\circ}45'46''$ East, on said Southerly line of said PEMBROOKE ESTATES-SIXTH PLAT, 209.34 feet; thence North $58^{\circ}13'55''$ East, on said Southerly line, 25.93 feet to the Point of Beginning.

Recorded in Clay County, Missouri



Recording Date/Time: 10/12/2022 at 04:15:38 PM

Instr #: 2022033399

Book: 9463 Page: 147

Type: REST

Pages: 8

Fee: \$67.00 N 20220029576

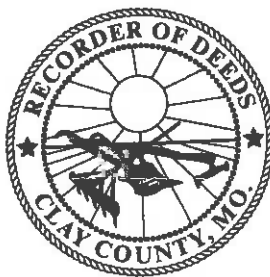


Katee Porter
Recorder of Deeds

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 PEMBROOKE ESTATES SEVENTH PLAT**

THIS COVENANT made and entered into this 26 day of APRIL, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Cambridge Homebuilders, LLC a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located east of N. Wabash and south of NE. 92nd Street in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Owner intends to cause the Property to be platted as Plat of Pembroke Estates Seventh Plat, (**Plat**), in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri; and

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 223 through 267 and Tracts of M, N, O, P, and Q 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 Tracts of M, N, O, P, and Q within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

WHEREAS, the City and Owner agree that it is in the public interest to detain storm water and provide BMP(s) to treat the stormwater for the benefit of the Property and surrounding areas; and

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

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

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tracts M, N, O, P, and Q.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tracts M, N, O, P, and Q.
- 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 Tracts M, N, O, P, and Q to the limits prescribed by the Kansas City Code of Ordinances.

- f. Maintain the grades within Tracts M, N, O, P, and Q pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2019-031.
- 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 Tracts M, N, O, P, and Q 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 Tracts M, N, O, P, and Q, and/or the owners of Lots 223 through 267 served by the Facilities on Tracts M, N, O, P, and Q;
- b. Assess a lien on either the Tracts M, N, O, P, and Q or on the Lots 223 through 267 or both served by the Facilities on Tracts M, N, O, P, and Q;
- c. Maintain suit against Owner, and/or the owner of Tracts M, N, O, P, and Q and/or the owners of Lots 223 through 267 served by the Facilities on Tracts M, N, O, P, and Q for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tracts M, N, O, P, and Q and Lots 223 through 267 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner and/or the owner of Tracts M, N, O, P, and Q shall not use, nor attempt to use, in any manner which would interfere with the operation of The Facilities, in such manner as would interfere with the proper, safe, and continuous maintenance and use thereof, and, in particular, shall not build, thereon or thereover, any structure which may interfere, or cause to interfere, with the maintenance and use thereof.

Sec. 4. This covenant shall run with the land legally described in Exhibit "A." Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City.

Sec. 5. To the extent allowed by law, in the event of a default under a loan agreement by a third party who is assigned the rights and obligations in accordance with the terms of this Covenant, the City will agree to an assignment from the defaulting third party to the secured lender.

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

Notices to the City:
Director of 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:
Cambridge Homebuilders, LLC
P.O. Box 901461
Kansas City, MO 64190
Robert Wooldridge, Managing Member
Phone: 816-868-7600

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, 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

City Clerk

By: *[Signature]*
Director of City Planning and Development

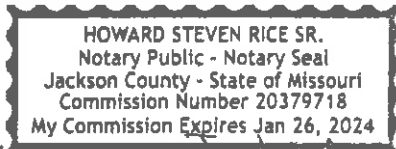
Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 26 day of April, 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 6, Township 51 North, Range 32 West and the Southeast Quarter of Section 1, Township 51 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described as follows: Commencing at the Northwest corner of said Southwest Quarter; thence South 00°32'06" West, on the West line of said Southwest Quarter, 353.76 feet to a point on the Southerly line of PEMBROOKE ESTATES-SIXTH PLAT, a subdivision in said Kansas City, Clay County, Missouri also being the Point of Beginning of the tract of land to be herein described; thence North 58°13'55" East, on said Southerly line, 68.41 feet; thence South 89°45'46" East, continuing on said Southerly line, 874.08 feet; thence South 00°14'14" West, continuing on said Southerly line, 80.00 feet; thence South 10°26'15" East, continuing on said Southerly line, 64.54 feet; thence South 33°35'18" East, continuing on said Southerly line, 64.00 feet; thence South 44°52'29" West, continuing on said Southerly line, 130.00 feet; thence Southeasterly, continuing on said Southerly line, on a curve to the left, having an initial tangent bearing of South 45°07'31" East with a radius of 290.00 feet, a central angle of 09°39'58" and an arc distance of 48.93 feet; thence South 54°47'30" East, continuing on said Southerly line, 2.61 feet; thence Southeasterly, continuing on said Southerly line, on a curve to the left, being tangent to the last described course with a radius of 400.00 feet, a central angle of 20°58'57" and an arc distance of 146.49 feet; thence South 75°46'27" East, continuing on said Southerly line, 44.54 feet; thence Easterly, continuing on said Southerly line, on a curve to the left, being tangent to the last described course with a radius of 475.00 feet, a central angle of 05°41'44" and an arc distance of 47.22 feet to a point on the Westerly line of PEMBROOKE ESTATES-FOURTH PLAT, a subdivision in said Southwest Quarter in said Kansas City, Clay County, Missouri recorded as Instrument Number 2009045415 in Book G, at Page 199 in Clay County Recorder of Deeds Office ; thence South 08°31'48" West, on said Westerly line, 212.35 feet to a point on the Northerly line of PEMBROOKE ESTATES-SECOND PLAT, a subdivision in said Southwest Quarter in said Kansas City, Clay County, Missouri recorded as Instrument Number S52206 in Book F, at Sleeve 114 in said Clay County Recorder of Deeds Office; thence North 89°45'47" West, on said Northerly line, 238.18 feet to the Northwest corner said PEMBROOKE ESTATES-SECOND PLAT; thence South 00°26'23" West, on the Westerly line of said PEMBROOKE ESTATES-SECOND PLAT, 130.27 feet to a point on the Southerly line of Warranty Deed recorded as Book 461, at Page 231 in said Clay County Recorder of Deeds Office; thence North 89°45'32" West, on said Southerly line, 884.51 feet to a point on said West line of said Southwest Quarter; thence South 00°32'06" West, on said West line, 216.87 feet; thence North 87°46'58" West, 212.03 feet; thence North 00°41'31" West, 902.12 feet to the Southwest corner of said PEMBROOKE ESTATES-SIXTH PLAT; thence South 89°45'46" East, on said Southerly line of said PEMBROOKE ESTATES-SIXTH PLAT, 209.34 feet; thence North 58°13'55" East, continuing on said Southerly line, 25.93 feet to the Point of Beginning. Containing 936,868 square feet or 21.51 acres, more or less.



Recording Date/Time: 10/12/2022 at 04:15:38 PM

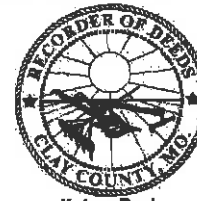
Instr #: 2022033398

Book: 9463 Page: 146

Type: REST

Pages: 6

Fee: \$39.00 S 20220029576



Katee Porter
Recorder of Deeds

RECORDING COVER SHEET

Title of Document: Extension of Declaration of Restrictions – Pembroke Estates Seventh Plat

Date of Document: November 1, 2021

Grantors: Cambridge Homebuilders, L.L.C., a Missouri Limited Liability Company

Grantee(s): Cambridge Homebuilders, L.L.C., a Missouri Limited Liability Company

Mailing Address(es): c/o Michael P. Keleher
KELEHER & EASTMAN
403 NW Englewood Road
Gladstone, Missouri 64118

Legal Description: See Exhibit A

Reference Book and Page: Book 3235 at Page 335 under Document No. Q26171
Book 3235 at Page 342 under Document No. Q26172
Book 3281 at Page 94 under Document No. Q37766
Book 6054 at Page 42 under Document No. 2008034461
Book 5970 at Page 127 under Document No. 2008016551
Book 6327 at Page 33 under Document No. 2009045416
Book 7473 at Page 143 under Document No. 2015010830
Book 8220 at Page 108 under Document No. 2018019410

**EXTENSION OF DECLARATION OF RESTRICTIONS
PEMBROOKE ESTATES SEVENTH PLAT**

THIS EXTENSION, made this 9th day of September, 2021, by **CAMBRIDGE HOMEBUILDERS, L.L.C.**, a Missouri Limited Liability Company, hereinafter referred to as **"DEVELOPER."**

WHEREAS, I.G., LLC, a Missouri Limited Liability Company, hereinafter referred to as **"Declarant"**, filed, in the Office of Recorder of Deeds for Clay County, Missouri, at Liberty, a Plat of the subdivision known as **PEMBROOKE ESTATES**, a subdivision in the City of Kansas City, Clay County, Missouri, on the 12th day of December, 2000, in Plat Book E at Page 168 hereinafter referred to as the **"FIRST PLAT"**; and

WHEREAS, DECLARANT filed, in the office of the Recorder of Deeds, Clay County, Missouri for, a Declaration of Restrictions – Pembroke Estates on the 26th day of January, 2001, in Book 3235 at Page 335 in Document No. Q26171, hereinafter referred to as the **"RESTRICTIONS,"** and

WHEREAS, DECLARANT filed, in the office of the Records of Deeds for Clay County, Missouri, a Homeowner's Association Declaration Pembroke Estates on January 26, 2001, in Book 3235 at Page 342 in Document No. Q26172, hereinafter referred to as **"the DECLARATION,"** and

WHEREAS, DECLARANT filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **FIRST AMENDMENT TO HOMEOWNER'S ASSOCIATION DECLARATION AND DECLARATION OF RESTRICTIONS - PEMBROOKE ESTATES**, on March 16, 2002 in Book 3281 at Page 94 under Document No. Q37766, hereinafter referred to as **"the FIRST AMENDMENT,"** and

WHEREAS, DECLARANT filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **SECOND AMENDMENT TO HOMEOWNER'S ASSOCIATION DECLARATION AND DECLARATION OF RESTRICTIONS - PEMBROOKE ESTATES**, on October 2, 2008 in Book 6054 at Page 42 under Document No. 2008034461, hereinafter referred to as **"the SECOND AMENDMENT,"** and

WHEREAS, DECLARANT filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **THIRD AMENDMENT TO HOMEOWNER'S ASSOCIATION DECLARATION AND DECLARATION OF RESTRICTIONS – PEMBROOKE ESTATES**, on June 6, 2017 in Book 7978 at Page 43 under Document No. 2017018512, hereinafter referred to as **"THE THIRD AMENDMENT,"** and

WHEREAS, DECLARANT filed, in the office of the Recorder of Deeds, Clay County, Missouri, **PEMBROOKE ESTATES - SECOND PLAT**, on February 13, 2004 in Book F at Page 114 under Document No. S52206, hereinafter referred to as **"SECOND PLAT,"** and

WHEREAS, DECLARANT filed, in the office of the Recorder of Deeds, Clay County, Missouri, an **EXTENSION OF DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION DECLARATION - SECOND PLAT**, on February 13, 2004 in Book 4658 at Page 471 under Document No. S77785, hereinafter referred to as **"EXTENSION - SECOND PLAT,"** and

WHEREAS, DECLARANT filed, in the office of the Recorder of Deeds, Clay County, Missouri, **PEMBROOKE ESTATES THIRD PLAT**, on October 24, 2006 in Book G at Page 85 under Document No. 2006046808, hereinafter referred to as **"THIRD PLAT,"** and

WHEREAS, DEVELOPER filed, in the office of the Recorder of Deeds, Clay County, Missouri, an **EXTENSION OF DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION DECLARATION - THIRD PLAT**, on October 24, 2006 in Book 5532 at Page 22 under Document 2006046809, hereinafter referred to as **"EXTENSION - THIRD PLAT,"** and

WHEREAS, DEVELOPER, was assigned all of the Development Rights for **PEMBROOKE ESTATES** pursuant to that certain Assignment of Development Rights recorded on May 12, 2008 in Book 5970 at Page 127 under Document No. 2008016551 in the Office of the Recorder of Deeds for Clay County, Missouri; and

WHEREAS, DEVELOPER, filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF PEMBROKE ESTATES, HOMEOWNER'S ASSOCIATION DECLARATION AND DECLARATION OF RESTRICTIONS - PEMBROOKE ESTATES**, on October 2, 2008 in Book 6054 at Page 42 under Document No. 2008034461, hereinafter referred to as **"THE SECOND AMENDMENT,"** and

WHEREAS, DECLARANT, filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF PEMBROKE ESTATES, HOMEOWNER'S ASSOCIATION DECLARATION AND DECLARATION OF RESTRICTIONS - PEMBROOKE ESTATES**, on June 6, 2017, in Book 7978 at Page 43 under Document No. 2017018512, hereinafter referred to as **"THE THIRD AMENDMENT,"**

WHEREAS, DEVELOPER, as the owner of all of the land described therein, has filed in the office of Recorder of Deeds for Clay County, Missouri, a plat of the subdivision known as **PEMBROOKE ESTATES FOURTH PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, at Liberty, as Document No. 2009045416, appearing in Book 6327 at Page 33, on the 14th day of December, 2009, said plat having previously been approved by the City of Kansas City, Missouri; and

WHEREAS, DEVELOPER, filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **EXTENSION OF DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION DECLARATION - FOURTH PLAT**, on December 14, 2009 in Book 6327 at Page 33 under Document No. 2009045416, hereinafter referred to as **"THE EXTENSION - FOURTH PLAT,"** and

WHEREAS, DEVELOPER filed, in the office of the Recorder of Deeds, Clay County, Missouri, a plat of the subdivision known as **PEMBROOKE ESTATES FIFTH PLAT**, on April 13, 2015 in Book H at Page 115 under Document No. 2015002416, hereinafter referred to as **"FIFTH PLAT,"** and

WHEREAS, DEVELOPER, filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **SUPPLEMENTARY RESTRICTIONS AND EXTENSION OF DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION DECLARATION – PEMBROOKE ESTATES FIFTH PLAT**, on April 13, 2015 in Book 7473 at Page 143 under Document No. 2015010830, hereinafter referred to as **"THE EXTENSION – FIFTH PLAT,"** and

WHEREAS, Section XXV of said **RESTRICTIONS** and Section XVI of **THE DECLARATION** permit the **DEVELOPER** to add, from time to time, other land as it may now own or hereafter acquire by executing and acknowledging an appropriate agreement for that purpose and filing the same for record in the office of the Recorder of Deeds for Clay County, Missouri; and

WHEREAS, DEVELOPER, filed in the office of Recorder of Deeds for Clay County, Missouri, a plat of the subdivision known as **PEMBROOKE ESTATES SIXTH PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, at Liberty, as Document No. 2018019405, appearing at Plat Book I at Page 383, on the 18th day of June 2017, hereinafter referred to as the **"SIXTH PLAT,"** and

WHEREAS, DEVELOPER, filed, in the office of the Recorder of Deeds, Clay County, Missouri, a **EXTENSION OF DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION DECLARATION – SIXTH PLAT**, on June 18, 2018 in Book 8220 at Page 108 under Document No. 2018019410, hereinafter referred to as **"THE EXTENSION – SIXTH PLAT,"** and

WHEREAS, DEVELOPER, as the owner of all of the land described therein, has filed in the office of Recorder of Deeds for Clay County, Missouri, a plat of the subdivision known as **PEMBROOKE ESTATES SEVENTH PLAT**, a subdivision in the City of Kansas City, Clay County, Missouri, at Liberty, as Document No. 2022032316 appearing at Plat Book I at Page 190-3 on the 12 day of OCT, 2022, said plat having previously been approved by the City of Kansas City, Missouri.

WHEREAS, said plat creates said **PEMBROOKE ESTATES SEVENTH PLAT**, from land legally described on Exhibit A, attached hereto and incorporated herein, which plat consists of:

All of Lots 223 through 267, inclusive, and Tracts M, N, O, P, Q, R, and S Pembroke Estates Seventh Plat, a subdivision in Kansas City, Clay County, Missouri; and

WHEREAS, DEVELOPER, as the owner of all of the aforementioned lots and tracts of land so shown on the aforesaid Plat now desires to subject said land to all the terms, covenants and provisions of the **RESTRICTIONS, DECLARATION, THE FIRST AMENDMENT, THE**

SECOND AMENDMENT and **THIRD AMENDMENT** all for the use, benefit and betterment of the DEVELOPER and for its future grantees, successors and assigns.

NOW, THEREFORE, in consideration of the premises, the DEVELOPER, for itself and for its successors and assigns and for its future grantees, hereby confirms that all of the lots and tracts of land shown on the above described **PEMBROOKE ESTATES SEVENTH PLAT** shall be and they are hereby made subject to all of the terms, covenants, and conditions of the **RESTRICTIONS, DECLARATION, THE FIRST AMENDMENT, THE SECOND AMENDMENT** and the **THRID AMENDMENT** described above herein and duly recorded in the office of the Recorder of Deeds for Clay County, Missouri, just as if this instrument were set out herein in full so that all the terms and provisions thereof will apply to **PEMBROOKE ESTATES SEVENTH PLAT**.

The terms, agreements, and conditions of this instrument shall be binding upon the successors, grantees or assigns of the DEVELOPER.

IN WITNESS WHEREOF, DEVELOPER, has caused this instrument to be execute the day and year first above written.

CAMBRIDGE HOMEBUILDERS, L.L.C., a Missouri Limited Liability Company

By: Robert A. Wooldridge
Robert A. Wooldridge, Manager

MISSOURI ACKNOWLEDGMENT - L.L.C.

STATE OF MISSOURI)
) ss.
County of Clay)

On this 22nd day of September, 2022, before me, a Notary Public in and for said County and State, personally appeared **ROBERT A. WOOLDRIDGE, MANAGER** of **CAMBRIDGE HOMEBUILDERS, L.L.C.**, a Missouri Limited Liability Company, known to me to be the person who executed the foregoing instrument in behalf of said company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in North Kansas City, Missouri, the day and year last above written.

My Commission Expires: 4/6/2025

Angela F. Wilt
Notary Public

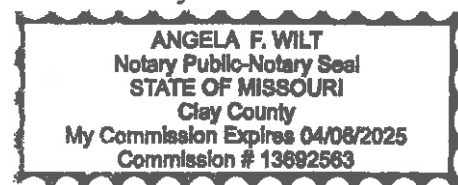


EXHIBIT A

A tract of land in the Southwest Quarter of Section 6, Township 51 North, Range 32 West and the Southeast Quarter of Section 1, Township 51 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay 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 $00^{\circ}32'06''$ West, on the West line of said Southwest Quarter, 353.76 feet to a point on the Southerly line of PEMBROOKE ESTATES-SIXTH PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2018019405 in Book I at Page 38.3 in Clay County Recorder of Deeds Office also being the Point of Beginning of the tract of land to be herein described; thence North $58^{\circ}13'55''$ East, on said Southerly line, 68.41 feet; thence South $89^{\circ}45'46''$ East on said Southerly line, 874.08 feet; thence South $00^{\circ}14'14''$ West, on said Southerly line, 80.00 feet; thence South $10^{\circ}26'15''$ East, on said Southerly line, 64.54 feet; thence South $33^{\circ}35'18''$ East, on said Southerly line, 64.00 feet; thence South $44^{\circ}52'29''$ West, on said Southerly line, 130.00 feet; thence Southeasterly, on said Southerly line, on a curve to the left, having an initial tangent bearing of South $45^{\circ}07'31''$ East with a radius of 290.00 feet, a central angle of $09^{\circ}39'58''$ and an arc distance of 48.93 feet; thence South $54^{\circ}47'30''$ East, on said Southerly line, 2.61 feet; thence Southeasterly, on said Southerly line, on a curve to the left, being tangent to the last described course with a radius of 400.00 feet, a central angle of $20^{\circ}58'57''$ and an arc distance of 146.49 feet; thence South $75^{\circ}46'27''$ East, on said Southerly line, 44.54 feet; thence Easterly, on said Southerly line, on a curve to the left, being tangent to the last described course with a radius of 475.00 feet, a central angle of $05^{\circ}41'44''$ and an arc distance of 47.22 feet to a point on the Westerly line of PEMBROOKE ESTATES-FOURTH PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2009045415 in Book G at Page 199 in said Clay County Recorder of Deeds Office; thence leaving said Southerly line, South $08^{\circ}31'48''$ West, on said Westerly line, 212.35 feet to a point on the Northerly line of PEMBROOKE ESTATES - SECOND PLAT, a subdivision of land in said Kansas City recorded as Instrument Number S52206 in Cabinet F at Sleeve 114 in said Clay County Recorder of Deeds Office; thence leaving said Westerly line, North $89^{\circ}45'47''$ West, on said Northerly line, 238.18 feet to the Northwest corner said PEMBROOKE ESTATES - SECOND PLAT; thence South $00^{\circ}26'23''$ West, on the Westerly line of said PEMBROOKE ESTATES - SECOND PLAT, 130.27 feet to a point on the Southerly line of Warranty Deed recorded as Book 466 at Page 231 in said Clay County Recorder of Deeds Office; thence North $89^{\circ}45'32''$ West, on said Southerly line, 884.51 feet to a point on said West line of said Southwest Quarter; thence South $00^{\circ}32'06''$ West, on said West line, 216.87 feet; thence North $87^{\circ}46'58''$ West, 212.03 feet; thence North $00^{\circ}41'31''$ West, 902.12 feet to the Southwest corner of said PEMBROOKE ESTATES-SIXTH PLAT; thence South $89^{\circ}45'46''$ East, on said Southerly line of said PEMBROOKE ESTATES-SIXTH PLAT, 209.34 feet; thence North $58^{\circ}13'55''$ East, on said Southerly line, 25.93 feet to the Point of Beginning.



Recording Date/Time: 10/12/2022 at 04:15:38 PM

Instr #: 2022033400

Book: 9463 Page: 148

Type: AGR

Pages: 7

Fee: \$42.00 S 20220029576



Katee Porter
Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 24 day of JULY, 202²~~1~~, between EVERGY METRO, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY (KCP&L) (Grantor), CAMBRIDGE HOMEBUILDERS L.L.C. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Clay County, Missouri, in Document No. C136779, Book 334 at Page 73, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTH WABASH AVENUE, said street right of way being dedicated as part of the plat of PEMBROOKE ESTATES 7TH PLAT, a subdivision in 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 NORTH WABASH AVENUE, as illustrated in the exhibit labeled Exhibit A, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit B

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

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 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

IN WITNESS WHEREOF, the parties have entered into this Subordination of Easement and Relocation agreement as of the day and year first above written.

IN WITNESS WHEREOF, these presents have been duly executed and sealed.

EVERGY METRO INC.

By: _____
Supervisor, Real Estate Dept
Derek A. Ward
4400 E Front Street
Kansas City, Missouri, 64120
(816)-245-4022

ACKNOWLEDGEMENT

State of Missouri)
) Ss:
County of Jackson)

**KENT FREDLUND
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/29/2024
COMMISSION # 12413848**

On this 30 day of NOVEMBER 2021, before me personally appeared Derek Ward, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of Evergy Metro Inc. and that he was authorized to do so.

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

Kent Fredlund
Notary Public

**CAMBRIDGE HOMEBUILDERS
L.L.C.**

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

Name: ROBERT A WOOLDRIDGE

By: Robert A Wooldridge

Title: MANAGER

Date: 12/21/21

Check one:

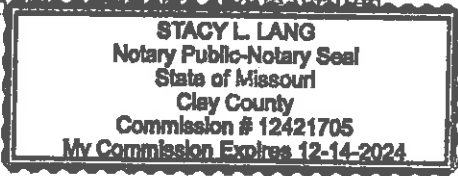
- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)

ACKNOWLEDGEMENT

State of MISSOURI)
County of CLAY) Ss:

On this 21ST day of DECEMBER, 2021, before me personally appeared ROBERT WOOLDRIDGE, 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: 12-14-2024

Stacy L. Lang Notary Public

KANSAS CITY, MISSOURI

By: [Signature]

Director of City Planning and Development

ATTESTATION BY CITY CLERK:
[Signature]
City Clerk

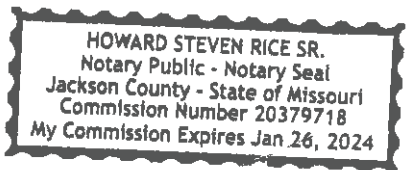
Approved as to form:
[Signature]
Assistant City Attorney

ACKNOWLEDGEMENT

State of Missouri)
County of Jackson) Ss:

On this 24 day of January, 2024, before me personally appeared Malik Sanders, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same as the free act and deed of the City of Kansas City, Missouri and that he/she was authorized to do so.

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



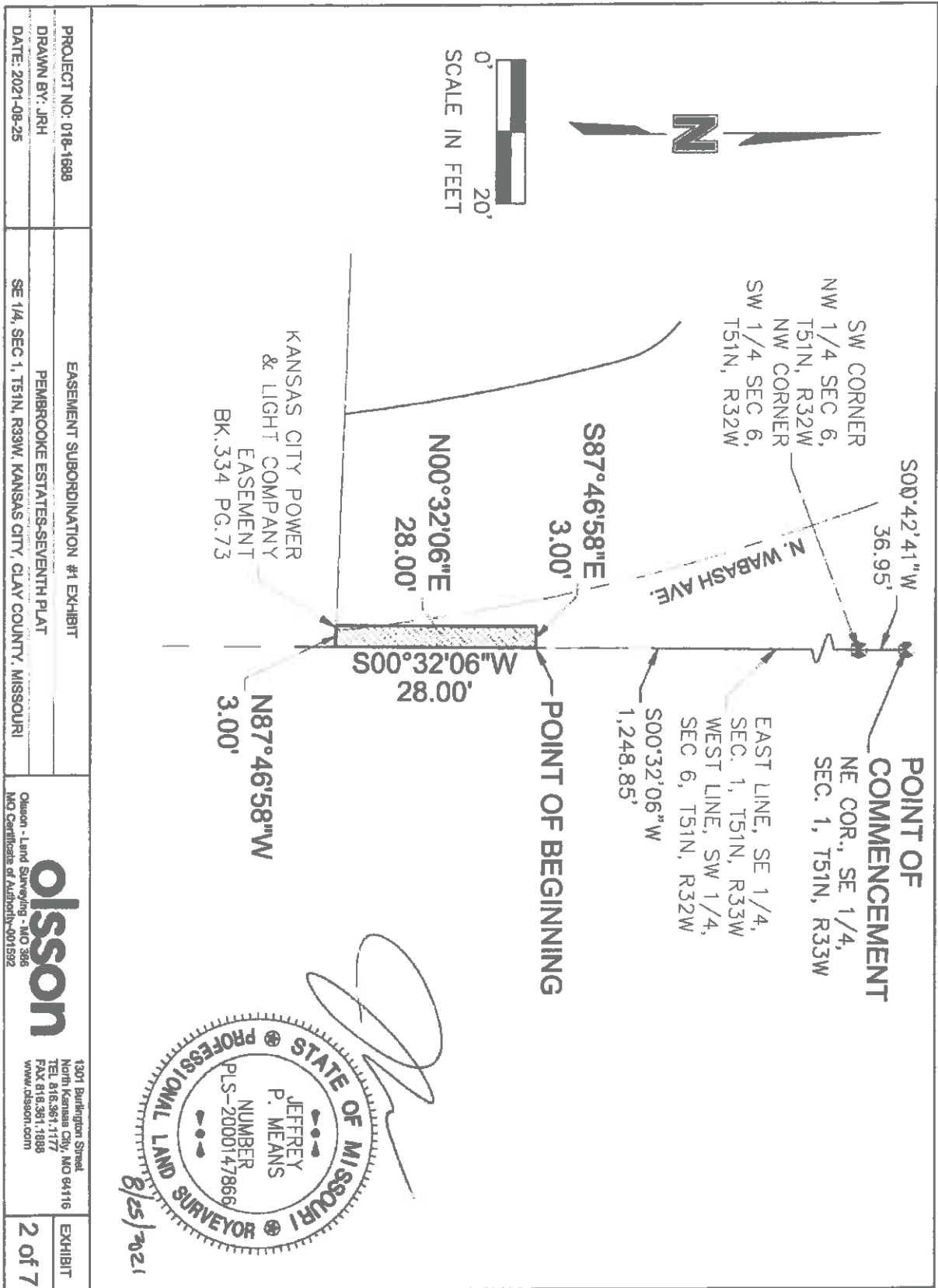
My Commission Expires: January 26, 2024

[Signature]
Notary Public

EXHIBIT A

DWG: F:\2018\1501-2000\018-1688\40-Design\Survey\SRVY\Sheets\Evergry Subordination\018-1688 KCPL Subordination.dwg
 DATE: Aug 25, 2021 9:32am

USER: jholdcroft



PROJECT NO: 018-1688
 DRAWN BY: JRH
 DATE: 2021-08-25

EASEMENT SUBORDINATION #1 EXHIBIT
 PEMBRROKE ESTATES-SEVENTH PLAT
 SE 1/4, SEC 1, T51N, R33W, KANSAS CITY, CLAY COUNTY, MISSOURI

Olsson - Land Surveying - MO 386
 MO Certificate of Authority-001592



1301 Burlington Street
 North Kansas City, MO 64116
 TEL 816.581.1177
 FAX 816.581.1888
 www.olsson.com

EXHIBIT
 2 of 7

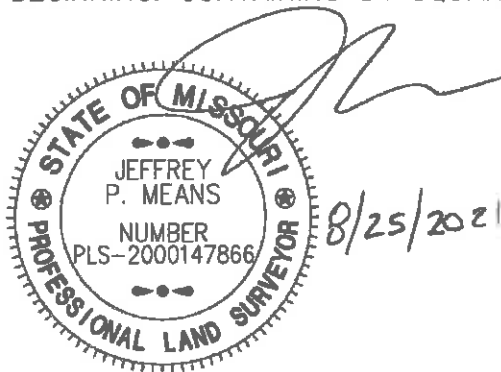


EXHIBIT B

PEMBROOKE ESTATES—SEVENTH PLAT — KANSAS CITY POWER & LIGHT COMPANY
 EASEMENT SUBORDINATION #1
 OLSSON NO. 018—1688
 AUGUST 25, 2021

SUBORDINATION OF A PORTION OF KANSAS CITY POWER AND LIGHT COMPANY
 EASEMENT RECORDED IN BOOK 344 AT PAGE 73 IN THE CLAY COUNTY
 RECORDER OF DEEDS OFFICE.
 EASEMENT SUBORDINATION #1 DESCRIPTION

BEING ALL THAT PART DESCRIBED AS THE EAST 3.00 FEET OF THE SOUTH 28.00 FEET IN KANSAS CITY POWER & LIGHT COMPANY EASEMENT RECORDED AS BOOK 344 AT PAGE 73 IN THE CLAY COUNTY RECORDER OF DEEDS OFFICE BEING A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 51 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, CLAY COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JEFFREY P. MEANS P.L.S. 2000147866, AS AN EASEMENT SUBORDINATION FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°42'41" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 51 NORTH, RANGE 32 WEST, 36.95 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH 00°32'06" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 1, ALSO BEING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1,248.85 FEET TO THE NORTHEAST CORNER OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 00°32'06" WEST ON SAID EAST LINE AND SAID WEST LINE ALSO BEING THE EASTERLY LINE OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT, 28.00 FEET TO THE SOUTHEAST CORNER OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT; THENCE NORTH 87°46'58" WEST ON THE SOUTHERLY LINE OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT, 3.00 FEET TO THE SOUTHWEST CORNER OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT; THENCE NORTH 00°32'06" EAST ON THE WESTERLY LINE OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT, 28.00 FEET TO THE NORTHWEST CORNER OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT; THENCE SOUTH 87°46'58" EAST ON SAID NORTHERLY LINE, 3.00 FEET TO THE POINT OF BEGINNING. CONTAINING 84 SQUARE FEET MORE OR LESS.



DWG: F:\2018\1501--2000\018-1688\40-Design\Survey\SRVY\Sheets\Energy Subordination\018-1688 KCPL Subordination.dwg
 USER: jholdercraft
 DATE: Aug 25, 2021 9:32am

PROJECT NO: 018-1688	EASEMENT SUBORDINATION #1 DESCRIPTION	1301 Burlington Street North Kansas City, MO 64118 TEL 816.381.1177 FAX 816.381.1888 www.olsson.com	EXHIBIT
DRAWN BY: JRH	PEMBROOKE ESTATES-SEVENTH PLAT	 Olsson - Land Surveying - MO 368 MO Certificate of Authority-001592	3 of 7
DATE: 2021-08-25	SE 1/4, SEC 1, T51N, R33W, KANSAS CITY, CLAY COUNTY, MISSOURI		



Recording Date/Time: 10/12/2022 at 04:15:38 PM

Instr #: 2022033401

Book: 9463 Page: 149

Type: AGR

Pages: 7

Fee: \$42.00 S 20220029576



Katee Porter
Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 24 day of January, 202²~~1~~, between EVERGY METRO, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY (KCP&L) (Grantor), CAMBRIDGE HOMEBUILDERS L.L.C. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Clay County, Missouri, in Document No. C136779, Book 334 at Page 73, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTH WABASH AVENUE, said street right of way being dedicated as part of the plat of PEMBROOKE ESTATES 7TH PLAT, a subdivision in 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 NORTH WABASH AVENUE, as illustrated in the exhibit labeled Exhibit A, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit B

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 Clay County, Missouri; otherwise this agreement shall be null and void.

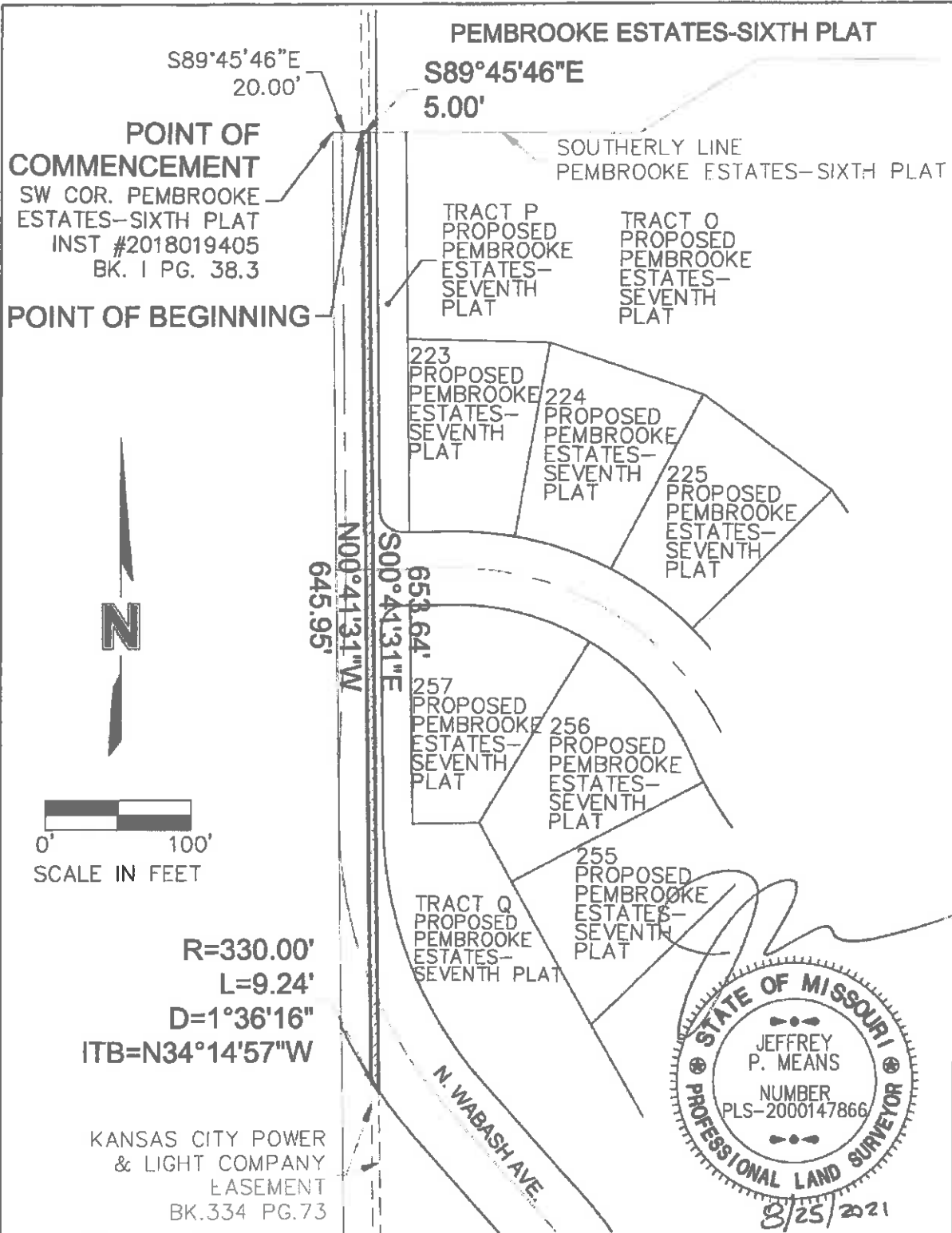
This indenture shall be binding upon the undersigned and its successors and assigns.

SIGNATURES ON FOLLOWING PAGES

EXHIBIT A

USER: jholdercroft

DWG: F:\2018\1501-2000\018-1688\40-Design\Survey\SRVY\Sheets\Every Subordination\018-1688 KCPL Subordination.dwg



PROJECT NO: 018-1688	EASEMENT SUBORDINATION #3 - EXHIBIT	<p>Olsson - Land Surveying - MO 368 www.olsson.com MO Certificate of Authority-001592</p>	EXHIBIT
DRAWN BY: JRH	PEMBROOKE ESTATES-SEVENTH PLAT		6 of 7
DATE: 2021-08-25	SE 1/4, SEC 1, T51N, R33W, KANSAS CITY, CLAY COUNTY, MISSOURI		

EXHIBIT B

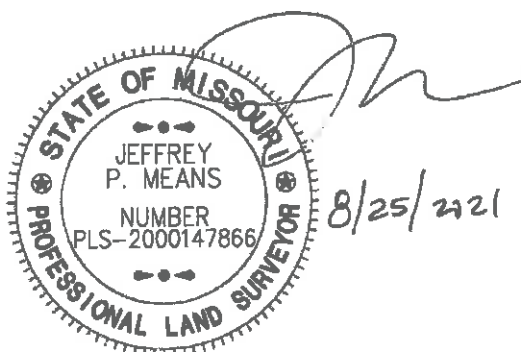
USER: jholdercraft

DWG: F:\2018\1501-2000\018-1688\40-Design\Survey\SRVY\Sheets\Evergry Subordination\018-1688 KCPL Subordination.dwg
 DATE: Aug 25, 2021 9:33am

PEMBROOKE ESTATES-SEVENTH PLAT - KANSAS CITY POWER & LIGHT COMPANY
 EASEMENT SUBORDINATION #3
 OLSSON NO. 018-1688
 AUGUST 25, 2021

SUBORDINATION OF A PORTION OF KANSAS CITY POWER AND LIGHT COMPANY
 EASEMENT RECORDED IN BOOK 344 AT PAGE 73 IN THE CLAY COUNTY
 RECORDER OF DEEDS OFFICE.
 EASEMENT SUBORDINATION #3 DESCRIPTION

BEING A PART OF THAT DESCRIBED AS THE WEST 5.00 FEET LYING EAST OF
 AND ADJACENT OF THE PUBLIC ROAD IN KANSAS CITY POWER & LIGHT
 COMPANY EASEMENT RECORDED AS BOOK 344 AT PAGE 73 IN THE CLAY
 COUNTY RECORDER OF DEEDS OFFICE BEING A TRACT OF LAND IN THE
 SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 51 NORTH, RANGE 33 WEST OF
 THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, CLAY COUNTY, MISSOURI BEING
 BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JEFFREY
 P. MEANS P.L.S. 2000147866, AS AN EASEMENT SUBORDINATION FOLLOWS:
 COMMENCING AT THE SOUTHWEST CORNER OF PEMBROOKE ESTATES-SIXTH PLAT,
 A SUBDIVISION OF LAND IN SAID KANSAS CITY RECORDED AS INSTRUMENT
 NUMBER 2018019405 IN BOOK 1 AT PAGE 38.3 IN SAID CLAY COUNTY RECORDER
 OF DEEDS OFFICE; THENCE SOUTH 89°45'46" EAST ON THE SOUTHERLY LINE OF
 SAID PEMBROOKE ESTATES-SIXTH PLAT, 20.00 FEET TO A POINT ON THE
 WESTERLY LINE OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT
 ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN
 DESCRIBED; THENCE SOUTH 89°45'46" EAST ALONG SAID SOUTHERLY LINE, 5.00
 FEET TO A POINT ON THE EASTERLY LINE OF SAID KANSAS CITY POWER &
 LIGHT COMPANY EASEMENT; THENCE LEAVING SAID SOUTHERLY LINE SOUTH
 00°41'31" EAST ON SAID EASTERLY LINE, 653.64 FEET; THENCE LEAVING SAID
 EASTERLY LINE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN
 INITIAL TANGENT BEARING OF NORTH 34°14'57" WEST WITH A RADIUS OF 330.00
 FEET, A CENTRAL ANGLE OF 01°36'16" AND AN ARC DISTANCE OF 9.24 FEET TO
 A POINT ON SAID WESTERLY LINE; THENCE NORTH 00°41'31" WEST ON SAID
 WESTERLY LINE, 645.95 FEET TO THE POINT OF BEGINNING. CONTAINING 3,249
 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.



PROJECT NO: 018-1688	EASEMENT SUBORDINATION #3 DESCRIPTION	 1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 Olsson - Land Surveying - MO 366 www.olsson.com MO Certificate of Authority-001692	EXHIBIT
DRAWN BY: JRH	PEMBROOKE ESTATES-SEVENTH PLAT		7 of 7
DATE: 2021-08-25	SE 1/4, SEC 1, T51N, R33W, KANSAS CITY, CLAY COUNTY, MISSOURI		



Recording Date/Time: 10/12/2022 at 04:15:38 PM

Instr #: 2022033402

Book: 9463 Page: 150

Type: AGR

Pages: 7

Fee: \$42.00 S 20220029576



Katee Porter
Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 2 day of July, 2022, between EVERGY METRO, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY (KCP&L) (Grantor), CAMBRIDGE HOMEBUILDERS L.L.C. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Clay County, Missouri, in Document No. C136779, Book 334 at Page 73, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTHEAST 90TH STREET, said street right of way being dedicated as part of the plat of PEMBROOKE ESTATES 7TH PLAT, a subdivision in 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 NORTHEAST 90TH STREET, as illustrated in the exhibit labeled Exhibit A, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit B

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:

6

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 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

IN WITNESS WHEREOF, the parties have entered into this Subordination of Easement and Relocation agreement as of the day and year first above written.

IN WITNESS WHEREOF, these presents have been duly executed and sealed.

EVERGY METRO INC.

By: _____
Supervisor, Real Estate Dept
Derek A. Ward
4400 E Front Street
Kansas City, Missouri, 64120
(816)-245-4022

ACKNOWLEDGEMENT

State of Missouri)
) Ss:
County of Jackson)

**KENT FREDLUND
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 5/29/2024
COMMISSION # 12413848**

On this 30 day of NOV, 2021, before me personally appeared Derek Ward, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of Evergy Metro Inc. and that he was authorized to do so.

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

Kent Fredlund
Notary Public

CAMBRIDGE HOMEBUILDERS
L.L.C.

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

Name: ROBERT A. WOOLDRIDGE

By: Robert A. Wooldrige

Title: MANAGER

Date: 12/21/21

Check one:

() Sole Proprietor

() Partnership

() Corporation

(X) Limited Liability
Company (LLC)

ACKNOWLEDGEMENT

State of MISSOURI)
) Ss:
County of CLAY)

On this 21ST day of DECEMBER, 2021, before me personally appeared _____
ROBERT WOOLDRIDGE, 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 hereon written.



My Commission Expires: 12-14-2024

Stacy L. Lang
Notary Public

KANSAS CITY, MISSOURI

By: [Signature]

Director of City Planning and Development

ATTESTATION BY CITY CLERK:
[Signature]
City Clerk

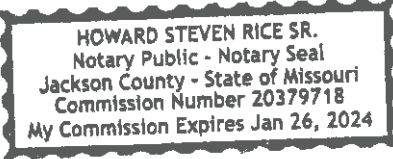
Approved as to form:
[Signature]
Assistant City Attorney

ACKNOWLEDGEMENT

State of Missouri)
County of Jackson) Ss:

On this 24 day of January, 2022, before me personally appeared Marilyn Sanders, to me known to be the person described in and who executed the foregoing instrument, and acknowledge that he/she executed the same as the free act and deed of the City of Kansas City, Missouri and that he/she was authorized to do so.

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



My Commission Expires: January 26, 2024 [Signature]
Notary Public

EXHIBIT A

DWG: F:\2018\1501-2000\018-1688\40-Design\Survey\SRV\Sheets\Every Subordination\018-1688 KCPL Subordination.dwg
 DATE: Aug 25, 2021 9:32am

USER: jholdcroft

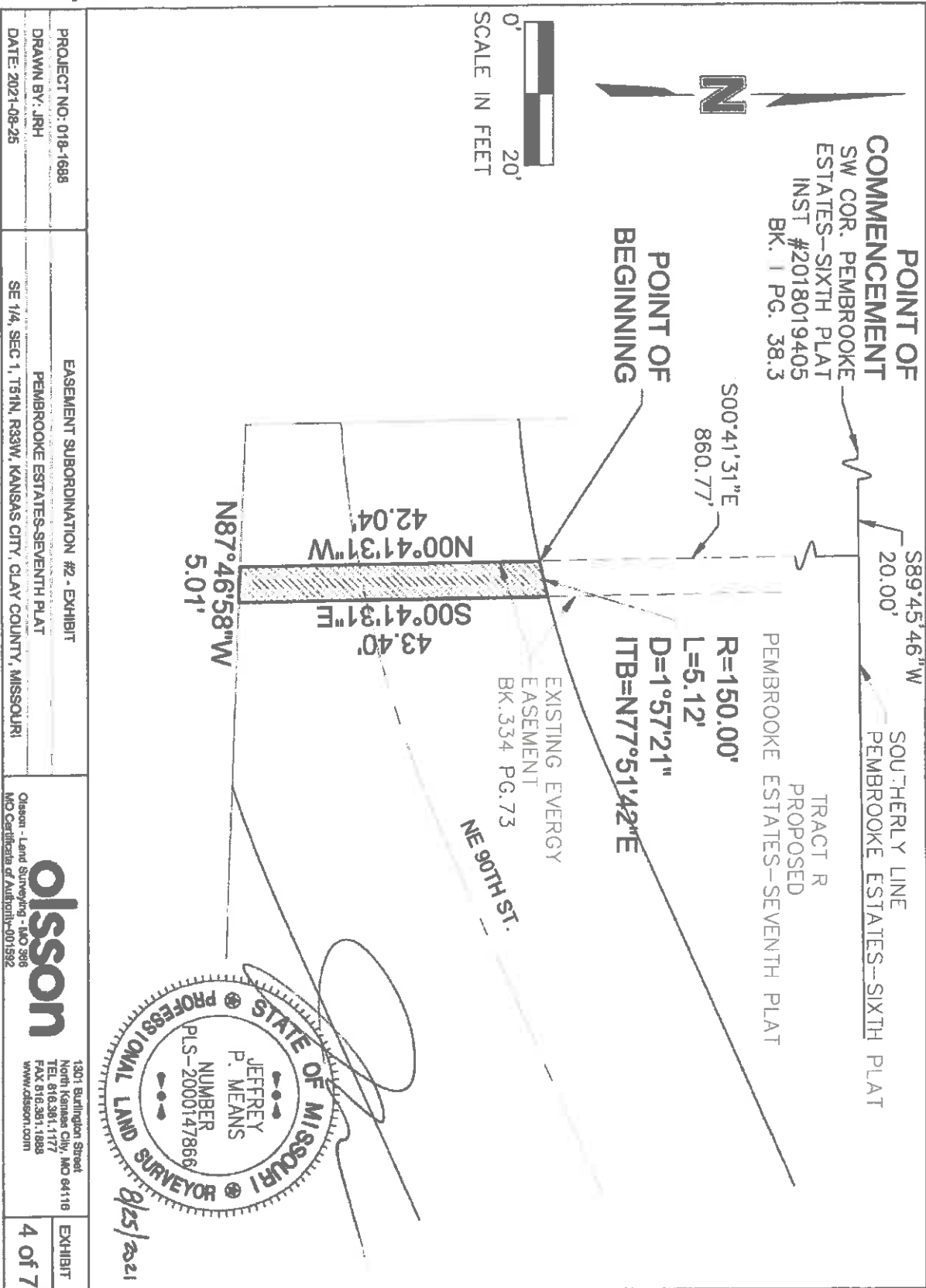


EXHIBIT B

USER: jholdercroft

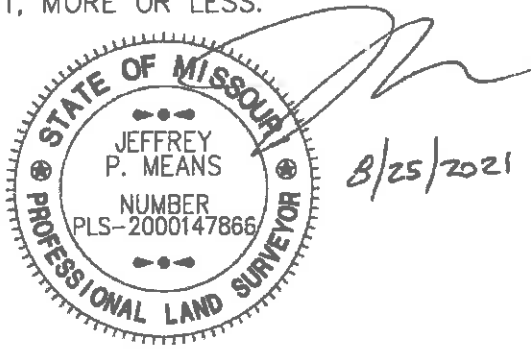
F: \2018\1501-2000\018-1688\40-Design\Survey\SRV\Sheets\Evergry Subordination\018-1688 KCPL Subordination.dwg

DWG: Aug 25, 2021 9:35am

PEMBROOKE ESTATES-SEVENTH PLAT - KANSAS CITY POWER & LIGHT COMPANY
 EASEMENT SUBORDINATION #2
 OLSSON NO. 018-1688
 AUGUST 25, 2021

SUBORDINATION OF A PORTION OF KANSAS CITY POWER AND LIGHT COMPANY
 EASEMENT RECORDED IN BOOK 344 AT PAGE 73 IN THE CLAY COUNTY
 RECORDER OF DEEDS OFFICE.
 EASEMENT SUBORDINATION #2 DESCRIPTION

BEING A PART OF THAT DESCRIBED AS THE WEST 5.00 FEET LYING EAST OF AND
 ADJACENT TO THE PUBLIC ROAD IN KANSAS CITY POWER & LIGHT COMPANY
 EASEMENT RECORDED AS BOOK 344 AT PAGE 73 IN THE CLAY COUNTY
 RECORDER OF DEEDS OFFICE BEING A TRACT OF LAND IN THE SOUTHEAST
 QUARTER OF SECTION 1 TOWNSHIP 51 NORTH, RANGE 33 WEST OF THE 5TH
 PRINCIPAL MERIDIAN IN KANSAS CITY, CLAY COUNTY, MISSOURI BEING BOUNDED
 AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JEFFREY P. MEANS
 P.L.S. 2000147866, AS AN EASEMENT SUBORDINATION FOLLOWS: COMMENCING
 AT THE SOUTHWEST CORNER OF PEMBROOKE ESTATES-SIXTH PLAT, A
 SUBDIVISION OF LAND IN SAID KANSAS CITY RECORDED AS INSTRUMENT NUMBER
 2018019405 IN BOOK 1 AT PAGE 38.3 IN SAID CLAY COUNTY RECORDER OF
 DEEDS OFFICE; THENCE SOUTH 89°45'46" EAST ON THE SOUTHERLY LINE OF
 SAID PEMBROOKE ESTATES-SIXTH PLAT, 20.00 FEET TO A POINT ON THE
 WESTERLY LINE OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT;
 THENCE LEAVING SAID SOUTHERLY LINE SOUTH 00°41'31" EAST ON SAID
 WESTERLY LINE, 860.77 FEET TO THE POINT OF BEGINNING OF THE TRACT OF
 LAND TO BE HEREIN DESCRIBED: THENCE LEAVING SAID WESTERLY LINE
 EASTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING
 OF NORTH 77°51'42" EAST WITH A RADIUS OF 150.00 FEET, A CENTRAL ANGLE
 OF 01°57'21" AND AN ARC DISTANCE OF 5.12 FEET TO A POINT ON THE
 EASTERLY LINE OF SAID KANSAS CITY POWER & LIGHT COMPANY EASEMENT;
 THENCE SOUTH 00°41'31" EAST ON SAID KANSAS CITY POWER & LIGHT COMPANY
 EASEMENT, 43.40 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 87°46'58"
 WEST, 5.01 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTH 00°41'31"
 WEST ON SAID WESTERLY LINE, 42.04 FEET TO THE POINT OF BEGINNING.
 CONTAINING 214 SQUARE FEET, MORE OR LESS.



PROJECT NO: 018-1688	EASEMENT SUBORDINATION #2 DESCRIPTION	olsson	1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com	EXHIBIT
DRAWN BY: JRH	PEMBROOKE ESTATES-SEVENTH PLAT	Olsson - Land Surveying - MO 368 MO Certificate of Authority-001592		5 of 7
DATE: 2021-08-25	SE 1/4, SEC 1, T51N, R33W, KANSAS CITY, CLAY COUNTY, MISSOURI			