

# Kansas City

414 E. 12th Street Kansas City, MO 64106

**Legislation Text** 

File #: 211083

# KANSAS CITY TITLE 23424/

ORDINANCE NO. 211083

Approving the plat of Somerbrook Ninth Plat, an addition in Clay County, Missouri, on approximately 10.51 acres generally located at the southeast corner of the intersection of N. Stark Avenue and N.E. 112th Street, creating 26 lots and 1 tract for the purpose of creating a 26 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-2021-00008)

# BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Somerbrook Ninth 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 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 April 20, 2021.

Approved as to form and legality:

Eluard Alegre

Assistant City Attorney

Authenticated as Passed

Quinton Luca

Marilyn Sanders, City Clerk

1 6 2021

Date Passed

This is to certify that General Taxes for 2021, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

ATTESTATION BY CITY CLERK:  City Clerk  Approved as to form:	KANSAS CITY, MISSOUR By:
Assistant City Attorney  STATE OF MISSOURI	
COUNTY OF Backson ) SS	. ith
Development, of Ransas City, Missouri, a under and by virtue of the Mary Sanders  Kansas City, Missouri, who are personally officials, the within instrument on behalf	corporation duly organized, incorporated and existing
IN WITNESS WHEREOF, I have day and year last above written.	hereunto set my hand and affixed my official seal, the
	Monied Lindus Notary Public
My Commission Expires: 3 akuang	23,2024
	MONICA SANDERS  Notary Public - Notary Seal Jackson County - State of Missouri Commission Number 20228246 My Commission Expires Jan 23, 2024

Recorded in Clay County, Missouri

Recording Date/Time: 07/07/2022 at 08:43:23 AM

Instr #: 2022022307

Book:

9402

Page: 42

Type: ORD Pages: 17

Fee:

\$72.00 S 20220019630



Kansas City Title

Title of Document:

**ORDINANCE NO 211083** 

Date of Document:

APRIL 20, 2021

Grantor(s):

KANSAS CITY MISSOURI

Grantee(s):

CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET

LEE'S SUMMIT MO 64082

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.)

	Clayton Properties Group Inc.
	D.B.A. Summit Homes, LLC
	120 SE 30 <sup>th</sup> Street
	Lee's Summit, MO 64082
	Bradley Kempf, Assistant Secretary
	Phone No.: 816-246-6700
	1 Hone No., 810-240-0700
	I hereby certify that I have authority to execute this document on behalf of Owner.  By:
	1
	Title: ASST. SEEKERALY
	Date: 8/31/2021
	Check one:  ( ) Sole Proprietor
	( ) Partnership
	(X) Corporation
	( ) Limited Liability Company (LLC)
	Attach corporate seal if applicable
STATE OF MISSOURI ) SS COUNTY OF JOCKSON )	
say that has the Assistant Secretary of Clay that said instrument was signed on behalf o	ne 31 day of August, 2021, in and for the county and state aforesaid, came ersonally known, who being by me duly sworn did yton Properties Group Inc. dba Summit Homes, and of said limited liability company by authority of its instrument to be the free act and deed of said limited
IN WITNESS WHEREOF, I have he day and year last above written.	reunto set my hand and affixed my official seal, the
1	Notary Public LOTTOIC SOLO
My commission expires: 4.29.2020	TIFFANY GEORGIA FORD
	Notary Public, Notary Seal State of Missouri Jackson County
Standard Covenant for Storm Water Detention Facility w/BM	Commission # 18316949  (Ps Ver. 09-30-2010 My Commission Expires 04-29-2022)

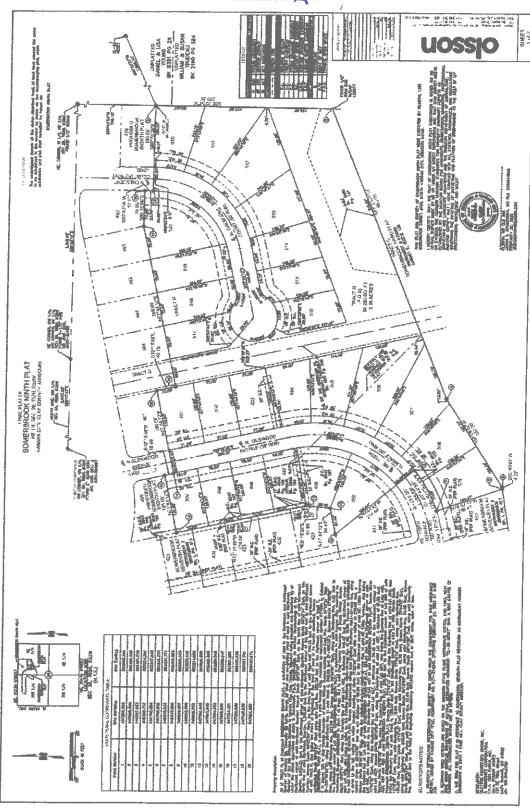
**OWNER** 

## EXHIBIT "A"

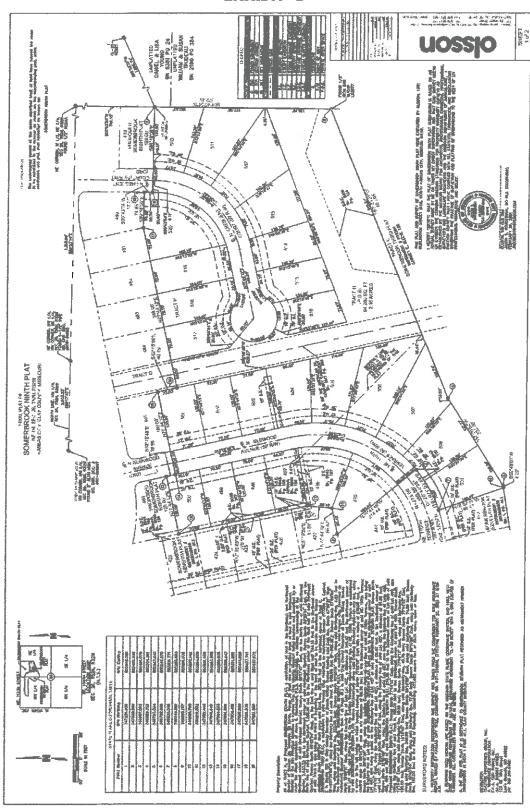
# Property Description

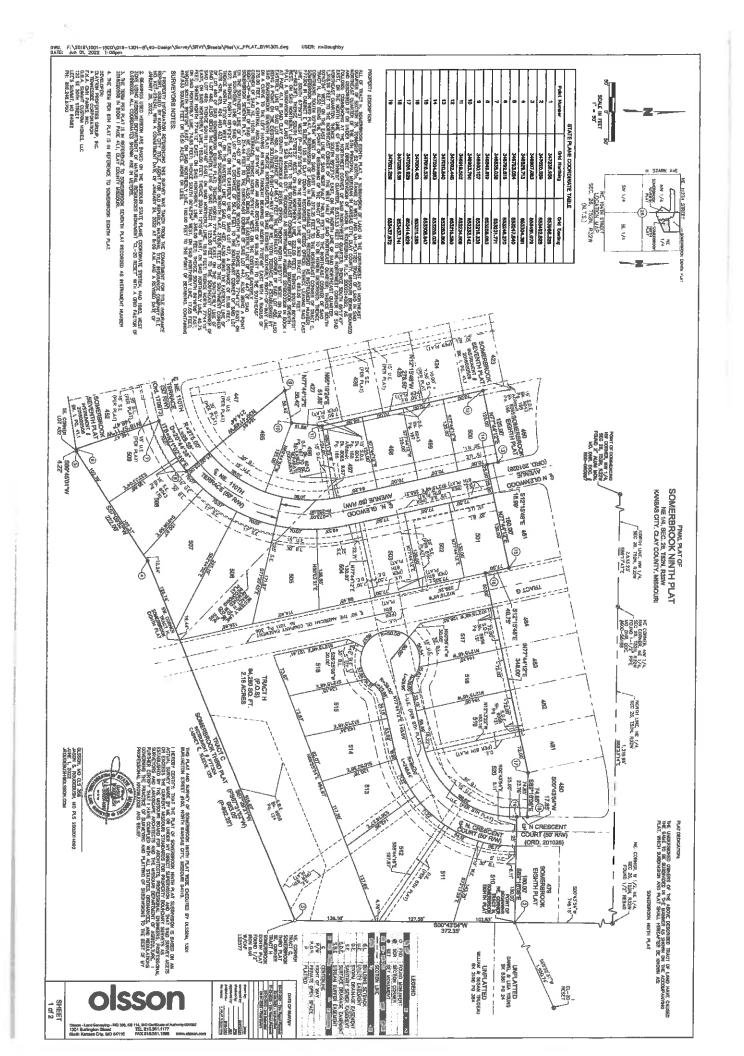
All of TRACT H, of Proposed SOMERBROOK EIGHTH PLAT, a subdivision of land in the Northwest and Northeast Quarter of Section 26, Township 52 North, Range 32 West and unplatted tract of land in said Northeast Quarter of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 89°17'47" East, on the North line of said Northwest Quarter, 2,633.23 feet to the Northwest corner of said Northeast Quarter; thence South 89°23'14" East, on the North line of said Northeast Quarter, 1,318.96 feet to the Northeast corner of the West half of said Northeast Quarter; thence South 00°43'54" West, on the East line of said West half 746.18 feet to the Northeast corner of said Tract H, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°43'54" West along said East line, 372.35 feet to the Northeast corner of Tract C, SOMERBROOK THIRD PLAT, a subdivision in said Kansas City, recorded as Instrument Number P77304 in Cabinet E in Sleeve 125 in Clay County Recorder of Deeds Office; thence leaving said East line, South 67°29'21" West (P-S67°31'52"W), along the Northerly line of said Tract C, 663.05 feet (P-662.28'); thence South 57°09'52" West, along said Northerly line, 222.00 feet; thence South 80°45'01" West, along said Northerly line, 4.22 feet to the Southeast corner of Lot 452, SOMERBROOK SEVENTH PLAT, a subdivision in said Kansas City, recorded as Instrument Number 2018020508 in Book I at Page 41.1 in said Clay County Recorder of Deeds Office; thence North 18°57'11" West, along the Easterly line of said Lot 452, a distance of 146.47 feet the Northeast corner of said Lot 452, also being a point on the Existing Southerly right-of-way line of NE. 110th Terrace as established by said SOMERBROOK SEVENTH PLAT; thence Northeasterly along said Existing Southerly right-of-way line, along a curve to the left having an initial tangent bearing of North 71°02'49" East with a radius of 275.00 feet, a central angle of 20°44'38" and an arc distance of 99.56 feet to the Southeast corner of said NE. 110th Terrace; thence North 39°41'49" West, along the existing Easterly right-of-way line of said NE 110th Terrace,, also being the Easterly line of Lot 447 of said SOMERBROOK SEVENTH PLAT, 214.44 feet to the Northeast corner of said Lot 447, also being a point on the Southerly line of Lot 427 of said SOMERBROOK SEVENTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 427, a distance of 56.42 feet to the Southeast corner of said Lot 427; thence North 05°19'24" East, along the Easterly line of said Lot 427, a distance of 51.88 feet; thence North 12°15'48" West, along the Easterly line of said Lot 427, also being the Easterly line of Lots 426, 425, 424 and 423 of said SOMERBROOK SEVENTH PLAT, 278.50 feet to the Southwest corner of Lot 460 of said Proposed SOMERBROOK EIGHTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 460, also being the Northerly line of said Tract H, 125.00 feet to the Southeast corner of said Lot 460; thence South 12°15'48" East, along said Northerly line, 18.99 feet; thence North 77°44'12" East, along said Northerly line, 180.00 feet; thence South 12°15'48" East, along said Northerly line, 40.75 feet; thence North 77°44'12" East, along said Northerly line, 348.00 feet; thence South 89°16'06" East, along said Northerly line, 74.85 feet; thence South 00°43'54" West, along said Northerly line, 17.65 feet; thence South 89°16'06" East, along said Northerly line, 180.00 feet to the Point of Beginning. Containing 457,633 square feet or 10.51 acres, more or less.

# EXHIBIT "A"A



# EXHIBIT "B"





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A TEMBESSE CORPORATION
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T20 SE 20TH STREET
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PH. 818-246,6700 4. THE TERM PER 6TH PLAT IS IN REFERENCE TO SOMERHROOM EIGHTH PLAT.

SURVEYORS NOTES:

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this is to certify that the within plat was duly submitted to and deproyed by the collect, of kansas city, missioner, by ordinance no. <u>2010</u>23. Only authenticated as passed this 18th Day of Geoepheen

FINAL PLAT OF SOMERBROOK NINTH PLAT NE 14, SEC. 28, T52N, R32W KANSAS CITY, CLAY COUNTY, MISSOURI

APPROVED: CITY PLAY COUNTSSION APRIL 20, 2021

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STATE OF WILSONAY

BRADLEY KENTY, ASSISTANT SECRETARY

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, D.B.A. SUMMIT CUSTOM HOMES

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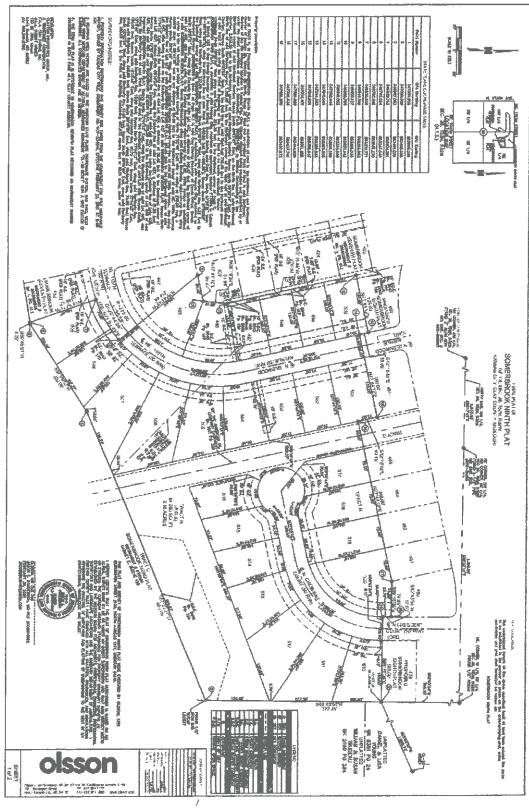






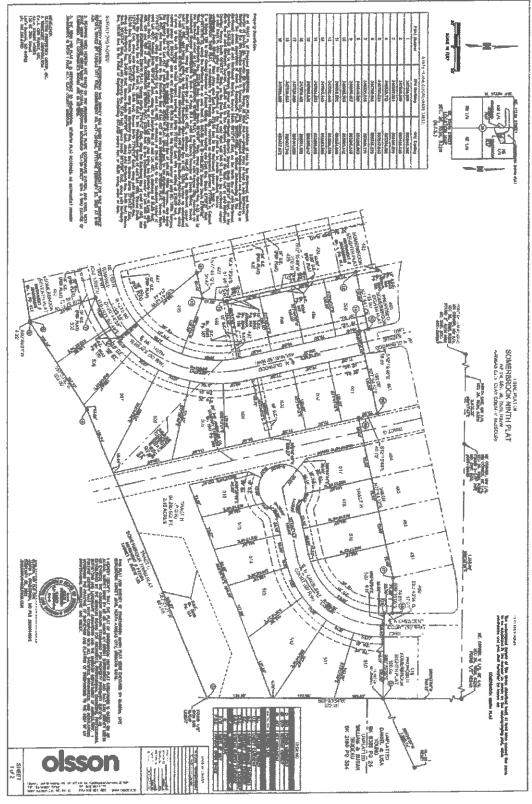






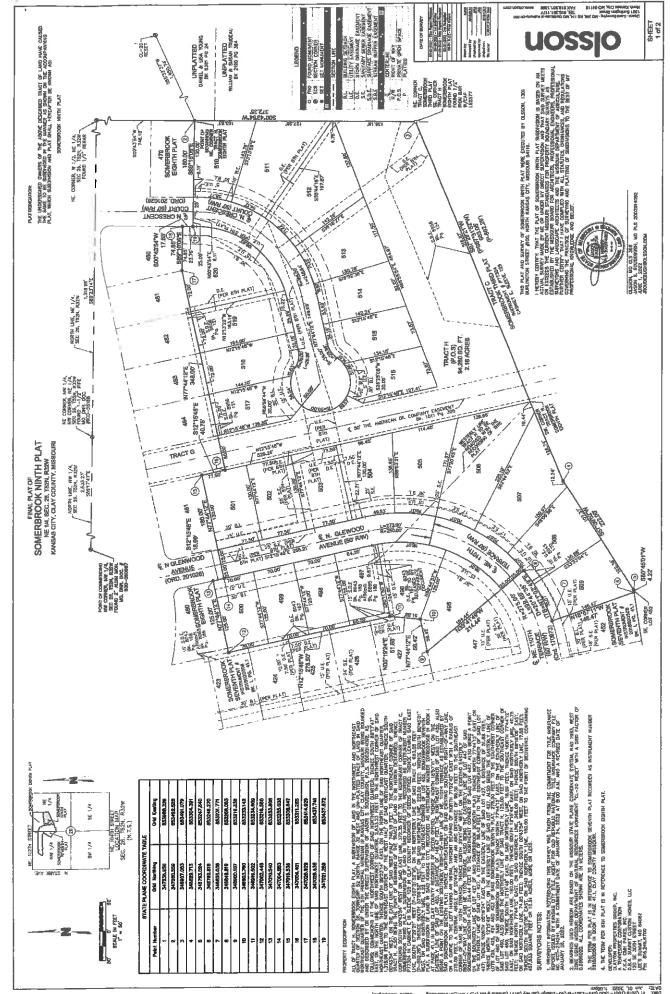
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EXHIBIL "B"



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EXHIBIL "B"



FINAL PLAT OF SOMERBROOK NINTH PLAT NE 144, SEC, 28, TSZN, R3ZW KANSAS GTY, CLAY COUNTY, MISBOLIR)

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MICHAEL J. SHAW DIRECTOR OF PUBLIC WORKS

APPROVED: APRIL 20, 2021 OTY PLAN COMMISSION

CITY COUNCIL

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CLAYTOW PROPERTIES GROUP, INC., A TENNELYZEE CORPOSIATION, D.B.A., SURMIT CUSTOM HOMES

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D.B.A. STAMP INSTITCT
120 SE. SON STREET
FILET'S SABMAT (N) 64082
PH: BIS.246.A.770

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3. The Term Per Plat is in repercing. To schizgrory, sowinth plat records) as instrumbit nimber 2018/2006/08 in Book I Page, 4.1.1, Glay colinty unsqual.

4. THE TERM PER ATH PLAT IS IN REFERENCE TO SOMERBROOK EIGHTH PLAT.

# COVENANT TO MAINTAIN STORM WATER BMP FACILITIES KANSAS CITY TITLE PLAT OF SOMERBROOK NINTH PLAT

234241

THIS COVENANT made and entered into this 4 day of october, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and of Clayton Properties Group Inc., dba Summit Homes; a Tennessee Corporation (Owner).

WHEREAS, Owner has an interest in certain real estate generally located east of N Oxford Avenue between NE 110<sup>th</sup> Terrace and NE 111<sup>th</sup> Place 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 Somerbrook Ninth 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 495 through 520 and Tract H 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 H 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 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 H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract H.
- 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 H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066
- 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 H in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:
  - a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
  - c. Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H 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 thencurrent owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

- Sec. 3. Owner and/or the owner of Tract H 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 Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009

  CLD-FnPlat-2021-00008

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: Clayton Properties Group Inc, D.B.A. Summit Homes, LLC 120 SE 30<sup>th</sup> Street Lee's Summit, MO 64082 Bradley Kempf, Assistant Secretary Phone No.: 816-246-6700

- 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.

Recorded in Clay County, Missouri

Recording Date/Time: 07/07/2022 at 08:43:23 AM

Instr #: 2022022309

Book: 9402

Page: 43

Type: REST Pages: 3

Fee: \$30.00 S 20220019630

Katee Porter Recorder of Deads

KANSAS CITY TITLE

(Space above reserved for Recorder of Deeds certification)

ス3イン4/ Title of Document:

Supplemental Declaration No. 3 to Supplementary

Declaration Regarding Builder Assessments and Occupancy

and Leasing (9th Plat)

Date of Document:

JUNE 23 , 2027

Grantor(s):

Clayton Properties Group, Inc.

Grantee(s):

Clayton Properties Group, Inc.

Grantee(s) Mailing Address(es):

120 SE 30th Street

Lee's Summit, MO 64082

Legal Description:

Lots 495 through 520 and Tract H, SOMERBROOK NINTH

PLAT, a subdivision in City of Kansas City, Clay County,

Missouri.

Reference Book and Page(s):

Book 6041 at Page 86

After recording return to:

Woodworth Law Firm, LLC Stanley N. Woodworth, Esq. 7400 West 132<sup>nd</sup> Street, Suite 180 Overland Park, KS 66213

00018738.DOCX;1

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

# SUPPLEMENTAL DECLARATION NO. 3 TO SUPPLEMENTARY DECLARATION REGARDING BUILDER ASSESSMENTS AND OCCUPANCY AND LEASING (9th Plat)

THIS SUPPLEMENTAL DECLARATION is made as of the day of 2021, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation formerly known as CMH PARKS, INC. (the "Developer");

#### WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Somerbrook"; and

WHEREAS, such plat adds the following lots to the subdivision and the following tracts to the subdivision (the "Additional Property"):

Lots 495 through 520 and Tract H, SOMERBROOK NINTH PLAT, a subdivision in City of Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Property, desires to subject the Additional Lots to the covenants, restrictions, easements, assessments, and other provisions contained in that certain Supplementary Declaration Regarding Builder Assessments and Occupancy and Leasing executed by the Developer's predecessor and filed with the Recording Office in Book 6041 at Page 86 (the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Property shall be, and it hereby is, subject to the covenants, restrictions, easements, assessments, and other provisions set forth in the Original Declaration. As contemplated in Section 2.3 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Property to all of the provisions of the Original Declaration as though the Additional Property had been originally described therein and subject to the provisions thereof.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be duly executed the day and year first above written.

CLAYTON PROPERTIES GROUP, INC.

	By: Bradley Kempf Name: Assistant Secretary
STATE OF MISSOURI )	
) ss. COUNTY OF JACKSON )	
On this 27th day of October  Bradley Kempf , to me personally that he/she is Assistant Secretary  GROUP, INC., a Tennessee corporation, and that corporation by authorization of its Board of Direct acknowledged said instrument to be the free act and	tors and said Bradley Kempf
IN TESTIMONY WHEREOF, I have here the day and year first above written.	ounto set my hand and affixed my official seal
My Commission Expires: 4.29.2022	Signature of Notary Public in and for said County and State
	Print Name: Tiffany Georgia Ford
[SEAL]	
TIFFANY GEORGIA FORD Notary Public, Notary Seal State of Missouri Jackson County Commission # 18316949 My Commission Expires 04-29-2022	

3

Recorded in Clay County, Missouri

Recording Date/Time: 07/07/2022 at 08:43:23 AM

Instr #: 2022022310

Book: 9402 Page: 44

Type: REST Pages: 3

Fee: \$30.00 S 20220019630



KANSAS CITY TITLE

(Space above reserved for Recorder of Deeds certification)

Title of Document:

Supplemental Declaration No. 6 to Supplementary Declaration Regarding Somerbrook Homes Association

Assessments (9th Plat)

Date of Document:

JUNE 22 , 2021 2

Grantor(s):

Clayton Properties Group, Inc.

Grantee(s):

Clayton Properties Group, Inc.

Grantee(s) Mailing Address(es):

120 SE 30th Street

Lee's Summit, MO 64082

Legal Description:

Lots 495 through 520 and Tract H, SOMERBROOK NINTH

PLAT, a subdivision in City of Kansas City, Clay County,

Missouri

Reference Book and Page(s):

Book 4115 at Page 789

After recording return to:

Woodworth Law Firm, LLC Stanley N. Woodworth, Esq. 7400 West 132<sup>nd</sup> Street, Suite 180 Overland Park, KS 66213

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

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# SUPPLEMENTAL DECLARATION NO. 6 TO SUPPLEMENTARY DECLARATION REGARDING SOMERBROOK HOMES ASSOCIATION ASSESSMENTS (9th Plat)

THIS SUPPLEMENTAL DECLARATION is made as of the 20 day of 2021, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation formerly known as CMH PARKS, INC. (the "Developer");

#### WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Somerbrook"; and

WHEREAS, such plat adds the following lots to the subdivision and the following tracts to the subdivision (the "Additional Property"):

Lots 495 through 520 and Tract H, SOMERBROOK NINTH PLAT, a subdivision in City of Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Property, desires to subject the Additional Lots to the covenants, restrictions, easements, assessments, and other provisions contained in that certain Supplementary Declaration Regarding Somerbrook Homes Association Assessments, executed by the Developer's predecessor and filed with the Recording Office in Book 4115 at Page 789 (the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Property shall be, and it hereby is, subject to the covenants, restrictions, easements, assessments, and other provisions set forth in the Original Declaration. As contemplated in Section 2.4 of the Original Declaration, this instrument shall have the effect of subjecting the Additional Property to all of the provisions of the Original Declaration as though the Additional Property had been originally described therein and subject to the provisions thereof.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be duly executed the day and year first above written.

CLAYTON PROPERTIES GROUP, INC.

	By: Bradley Kempf
	Name: Bradley Kempf ()
	Title: Assistant Secretary
STATE OF MISSOURI ) ) ss. COUNTY OF JACKSON )	
On this 27th day of October  Bradley Kempf , to me personally that he/she is Assistant Secretary  GROUP, INC., a Tennessee corporation, and the corporation by authorization of its Board of Direct acknowledged said instrument to be the free act a IN TESTIMONY WHEREOF, I have here the day and year first above written.	at said instrument was signed on behalf of said ectors and said Bradley Kempf
My Commission Expires: 4.29.2022	Signature of Notary Public in and for said County and State
[SEAL]	Print Name: Tiffany Georgia Ford

TIFFANY GEORGIA FORD Notary Public, Notary Seal State of Missouri Jackson County Commission # 18316949 My Commission Expires 04-29-2022

Recorded in Clay County, Missouri

Recording Date/Time: 07/07/2022 at 08:43:23 AM

Instr #: 2022022311

Book: 9402 Page: 45

Type: REST Pages: 3

Fee: \$30.00 S 20220019630



KANSAS CITY TITLE

(Space above reserved for Recorder of Deeds certification)

Title of Document:

Supplemental Declaration No. 9 to Declaration of Restrictions and Homes Association Declaration of

Somerbrook (9th Plat)

Date of Document:

June 22 ,20212

Grantor(s):

Clayton Properties Group, Inc.

Grantee(s):

Clayton Properties Group, Inc.

Grantee(s) Mailing Address(es):

120 SE 30th Street

Lee's Summit, MO 64082

Legal Description:

Lots 495 through 520 and Tract H, SOMERBROOK NINTH

PLAT, a subdivision in City of Kansas City, Clay County,

Missouri.

Reference Book and Page(s):

Book 2426 at Page 198

After recording return to:

Woodworth Law Firm, LLC Stanley N. Woodworth, Esq. 7400 West 132<sup>nd</sup> Street, Suite 180 Overland Park, KS 66213

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

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# SUPPLEMENTAL DECLARATION NO. 9 TO DECLARATION OF RESTRICTIONS AND HOMES ASSOCIATION DECLARATION OF SOMERBROOK (9th Plat)

THIS SUPPLEMENTAL DECLARATION is made as of the day of day of 2021, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation formerly known as CMH PARKS, INC. (the "Developer");

## WITNESSETH:

WHEREAS, the Developer has executed and filed with the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office"), an additional plat of the subdivision known as "Somerbrook"; and

WHEREAS, such plat adds the following lots to the subdivision and the following tracts to the subdivision (the "Additional Property"):

Lots 495 through 520 and Tract H, SOMERBROOK NINTH PLAT, a subdivision in City of Kansas City, Clay County, Missouri.

WHEREAS, the Developer, as the owner of the Additional Property, desires to subject the Additional Lots to the covenants, restrictions, easements, assessments, and other provisions contained in that certain Declaration of Restrictions and Homes Association Declaration of Somerbrook, executed by the Developer's predecessor and filed with the Recording Office in Book 2426 at Page 198 (the "Original Declaration").

NOW, THEREFORE, in consideration of the premises, the Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Additional Property shall be, and it hereby is, subject to the covenants, restrictions, easements, assessments, and other provisions set forth in the Original Declaration. As contemplated in Section 3 of Article II of the Original Declaration, this instrument shall have the effect of subjecting the Additional Property to all of the provisions of the Original Declaration as though the Additional Property had been originally described therein and subject to the provisions thereof.

Tract H of Somerbrook Ninth Plat is a "Common Area" under the Original Declaration.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be duly executed the day and year first above written.

CLAYTON PROPERTIES GROUP, INC.

2	By: Bradley Kempf Name: Assistant Secretary
STATE OF MISSOURI ) ) ss. COUNTY OF JACKSON )	
that he/she is Assistant Secretary  GROUP, INC., a Tennessee corporation, and the corporation by authorization of its Board of Direct acknowledged said instrument to be the free act and acknowledged said instrument to be accompanied to the free act and acknowledged said instrument to be accompanied to the free act and accompanied to the free act accompanied to the free accompanied to the fre	and deed of said corporation.
the day and year first above written.	reunto set my hand and affixed my official seal
My Commission Expires: 4.29.2022	Signature of Notary Public in and for said County and State
ISEAT 1	Print Name: Tiffany Georgia Ford

[SEAL]

TIFFANY GEORGIA FORD Notary Public, Notary Seal State of Missouri Jackson County Commission # 18316949 My Commission Expires 04-29-2022

Recorded in Clay County, Missouri

Recording Date/Time: 07/07/2022 at 08:43:23 AM

Instr #: 2022022312

Book: 9402 Page: 46

Type: REST Pages: 11

Fee: \$54.00 S 20220019630



Kansas City Title 234241

Title of Document:

COVENANT TO MAINTAIN STORM WATER BMP FACILITIES PLAT OF SOMERBROOK

**NINTH PLAT** 

Date of Document:

October 4, 2021

Grantor(s):

KANSAS CITY MISSOURI

Grantee(s):

CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET

LEE'S SUMMIT MO 64082

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

rage Le

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.)

Dome

# COVENANT TO MAINTAIN STORM WATER BMP FACILITIES KANSAS CITY TITLE PLAT OF SOMERBROOK NINTH PLAT

234241

20

THIS COVENANT made and entered into this 4 day of 6c to 8cc, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and of Clayton Properties Group Inc., dba Summit Homes; a Tennessee Corporation (Owner).

WHEREAS, Owner has an interest in certain real estate generally located east of N Oxford Avenue between NE 110<sup>th</sup> Terrace and NE 111<sup>th</sup> Place 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 Somerbrook Ninth 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 495 through 520 and Tract H 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 H 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 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 H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract H.
- 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 H to the limits prescribed by the Kansas City Code of Ordinances.

S - F - M

- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066.
- 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 H in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:
  - a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
  - c. Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H 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 thencurrent owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

- Sec. 3. Owner and/or the owner of Tract H 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 Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009

  CLD-FnPlat-2021-00008

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

a - 39.23

Notices to Owner shall be addressed to: Clayton Properties Group Inc, D.B.A. Summit Homes, LLC 120 SE 30<sup>th</sup> Street Lee's Summit, MO 64082 Bradley Kempf, Assistant Secretary Phone No.: 816-246-6700

- 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.

	By:  By: Director of City Planning and Development
Approved as to form:  Assistant City Attorney	
STATE OF MISSOURI  ) SS  COUNTY OF Packson  BE IT REMEMBERED that on this that of the day undersigned, a notary public in and for the day undersigned, of Kansas City, Missouri, a corporation under and by virtue of the laws  Manually Sanders  Kansas City, Missouri, who are personally known to officials, the within instrument on behalf of Kansas City, Missouri, who are personally known to officials, the within instrument on behalf of Kansas	the county and state aforesaid, came, Director of City Planning and on duly organized, incorporated and existing of the State of Missouri, and of the same persons who executed, as sas City, Missouri, and such persons duly
day and year last above written.  Notary	Set my hand and affixed my official seal, the  And Andrew Public
My Commission Expires: Granuary 23,20	MONICA SANDERS Notary Public - Notary Seal (son County - State of Missouri mmission Number 20228246 mmission Expires Jan 23, 2024

	D.B.A. Summ 120 SE 30 <sup>th</sup> St Lee's Summit. Bradley Kemp Assistant Secr Phone No.: 81	, MO 64082 of, etary
	Date:	8/31/2021
	( ) Pa (X) ( ( ) Lin	one: ole Proprietor artnership Corporation nited Liability Company (LLC) corporate seal if applicable
STATE OF MISSOURI ) COUNTY OF TOCKSON )		
BE IT REMEMBERED, that on the before me, the undersigned notary public Brane Kempt, to me pusay that he is the Assistant Secretary of Clathat said instrument was signed on behalf a Board of Directors and acknowledged said is liability company.	in and for the personally know syton Properties of said limited	we county and state aforesaid, came who, who being by me duly sworn did so Group Inc. dba Summit Homes, and liability company by authority of its
IN WITNESS WHEREOF, I have he day and year last above written.	ereunto set my Notary Public	hand and affixed my official seal, the
My commission expires: 4 99 2008		TIFFANY GEORGIA FORD Notary Public, Notary Seal State of Missouri Jackson County Commission # 18316949
Standard Covenant for Storm Water Detention Facility w/E	3MPs Ver. 09-30-20	My Commission Expires 04-29-20208

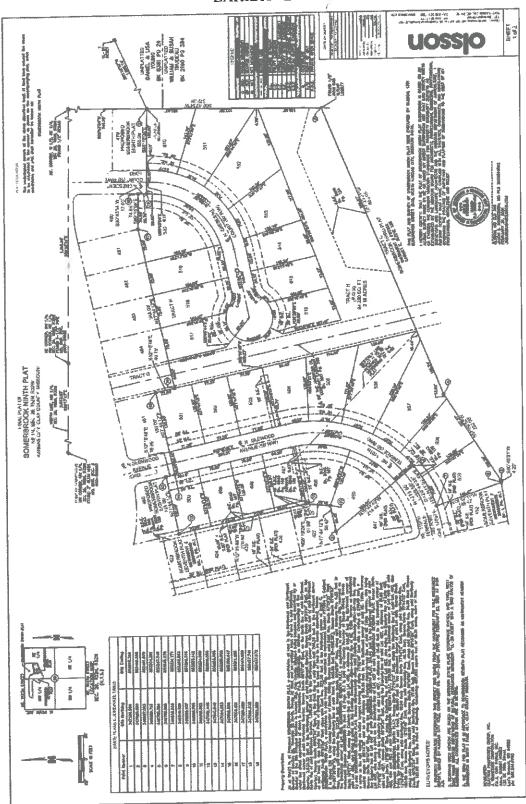
e ( \*\*

### EXHIBIT "A"

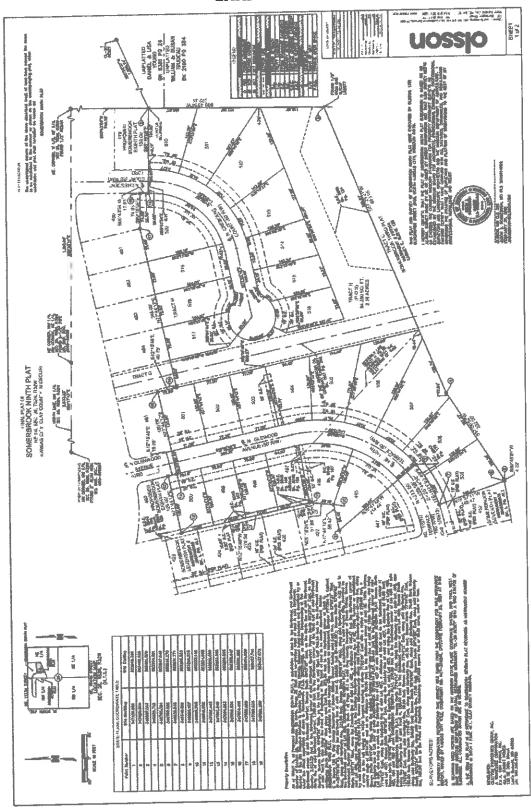
# **Property Description**

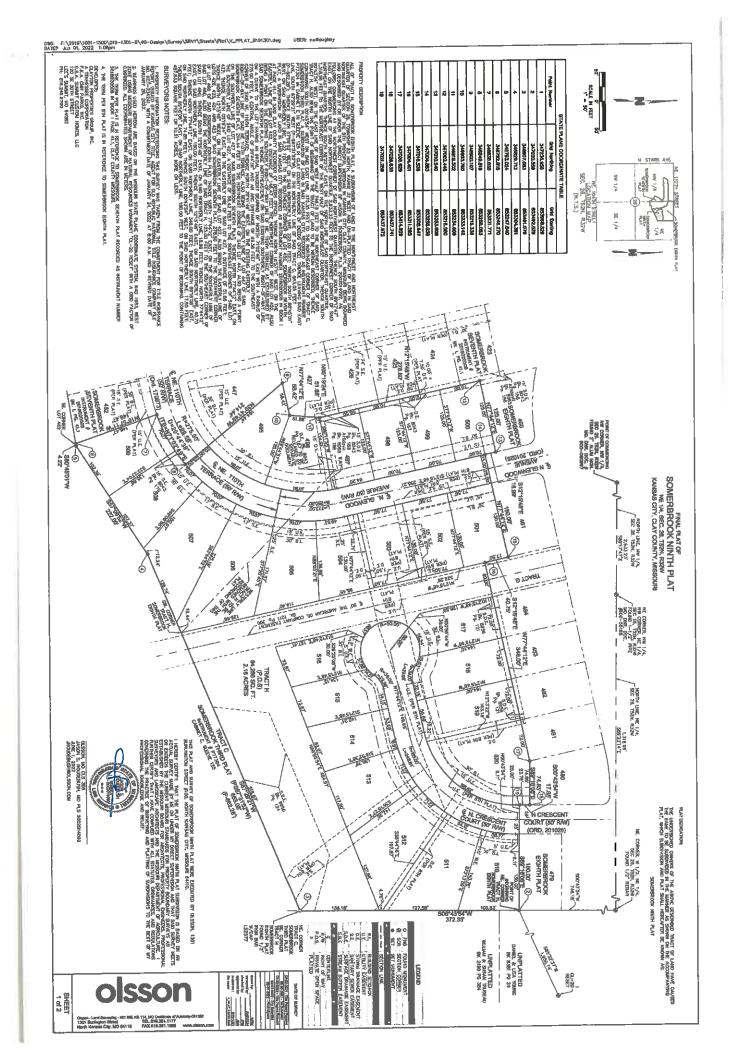
All of TRACT H, of Proposed SOMERBROOK EIGHTH PLAT, a subdivision of land in the Northwest and Northeast Quarter of Section 26, Township 52 North, Range 32 West and unplatted tract of land in said Northeast Quarter of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Northwest Quarter, thence South 89°17'47" East, on the North line of said Northwest Quarter, 2,633.23 feet to the Northwest corner of said Northeast Quarter; thence South 89°23'14" East, on the North line of said Northeast Quarter, 1,318.96 feet to the Northeast corner of the West half of said Northeast Quarter; thence South 00°43'54" West, on the East line of said West half 746.18 feet to the Northeast corner of said Tract H, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°43'54" West along said East line, 372.35 feet to the Northeast corner of Tract C, SOMERBROOK THIRD PLAT, a subdivision in said Kansas City, recorded as Instrument Number P77304 in Cabinet E in Sleeve 125 in Clay County Recorder of Deeds Office; thence leaving said East line, South 67°29'21" West (P-S67°31'52"W), along the Northerly line of said Tract C, 663.05 feet (P-662.28'); thence South 57°09'52" West, along said Northerly line, 222.00 feet; thence South 80°45'01" West, along said Northerly line, 4.22 feet to the Southeast corner of Lot 452, SOMERBROOK SEVENTH PLAT, a subdivision in said Kansas City, recorded as Instrument Number 2018020508 in Book I at Page 41.1 in said Clay County Recorder of Deeds Office; thence North 18°57'11" West, along the Easterly line of said Lot 452, a distance of 146.47 feet the Northeast corner of said Lot 452, also being a point on the Existing Southerly right-of-way line of NE. 110th Terrace as established by said SOMERBROOK SEVENTH PLAT; thence Northeasterly along said Existing Southerly right-of-way line, along a curve to the left having an initial tangent bearing of North 71°02'49" East with a radius of 275.00 feet, a central angle of 20°44'38" and an arc distance of 99.56 feet to the Southeast corner of said NE. 110th Terrace; thence North 39°41'49" West, along the existing Easterly right-of-way line of said NE 110th Terrace,, also being the Easterly line of Lot 447 of said SOMERBROOK SEVENTH PLAT, 214.44 feet to the Northeast corner of said Lot 447, also being a point on the Southerly line of Lot 427 of said SOMERBROOK SEVENTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 427, a distance of 56.42 feet to the Southeast corner of said Lot 427; thence North 05°19'24" East, along the Easterly line of said Lot 427, a distance of 51.88 feet; thence North 12°15'48" West, along the Easterly line of said Lot 427, also being the Easterly line of Lots 426, 425, 424 and 423 of said SOMERBROOK SEVENTH PLAT, 278.50 feet to the Southwest corner of Lot 460 of said Proposed SOMERBROOK EIGHTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 460, also being the Northerly line of said Tract H, 125.00 feet to the Southeast corner of said Lot 460; thence South 12°15'48" East, along said Northerly line, 18.99 feet; thence North 77°44'12" East, along said Northerly line, 180.00 feet; thence South 12°15'48" East, along said Northerly line, 40.75 feet; thence North 77°44'12" East, along said Northerly line, 348.00 feet; thence South 89°16'06" East, along said Northerly line, 74.85 feet; thence South 00°43'54" West, along said Northerly line, 17.65 feet, thence South 89°16'06" East, along said Northerly line, 180.00 feet to the Point of Beginning. Containing 457,633 square feet or 10.51 acres, more or less.

# EXHIBIT "B"



# EXHIBIT "B"





DEVELOPER:
CLAFTIN PROPERTIES GROUP, MC.
A TEMPESSEE CORPORATION
A TEMPESSEE CORPORATION
C.B.A. SEMANT CHISTMA HOMES, LLC
120 SE 20114 STREET
LET'S SEMANT, MO SHORE
PH. BIG.246 STOD

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FINAL PLAT OF
SOMERBROOK NINTH PLAT
NE 14, SEC. 28, TEZN, REZW
KANSAS CITY, CLAY COUNTY, MISSOURI

CITY PLAN COMMISSION

LEPROVED:

APRIL 20, 2021

DIRECTOR OF PUBLIC WORKS PUBLIC WORKS

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CLAYTON PROPERTIES GROUP, INC., A TEMPESSEE CORPORATION, D.B.A. SUMMT CUSTOM HOMES

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MY COMMISSION EXPRESS 12-13 2025

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Page: 46

Instr #: 2022022312

9402 Book: Type:

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Pages: \$54.00 S 20220019630 Fee:

Kansas City Title

Title of Document:

COVENANT TO MAINTAIN STORM WATER BMP FACILITIES PLAT OF SOMERBROOK

**NINTH PLAT** 

Date of Document:

October 4, 2021

Grantor(s):

KANSAS CITY MISSOURI

Grantee(s):

CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET

LEE'S SUMMIT MO 64082

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.)

## COVENANT TO MAINTAIN STORM WATER BMP FACILITIES KANSAS CITY TITLE PLAT OF SOMERBROOK NINTH PLAT

234241

THIS COVENANT made and entered into this 4 day of october, 2021, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (City), and of Clayton Properties Group Inc., dba Summit Homes; a Tennessee Corporation (Owner).

WHEREAS, Owner has an interest in certain real estate generally located east of N Oxford Avenue between NE 110<sup>th</sup> Terrace and NE 111<sup>th</sup> Place 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 Somerbrook Ninth 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 495 through 520 and Tract H 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 H 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 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 H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract H.
- 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 H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066.
- 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 H in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:
  - a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
  - Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H 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 thencurrent owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

- Sec. 3. Owner and/or the owner of Tract H 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 Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009

  CLD-FnPlat-2021-00008

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: Clayton Properties Group Inc, D.B.A. Summit Homes, LLC 120 SE 30<sup>th</sup> Street Lee's Summit, MO 64082 Bradley Kempf, Assistant Secretary Phone No.: 816-246-6700

- 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.

ATTER ATTE BY CITY CLERK:  KANSAS CITY, MISSOURA  By:  Director of City Planning and Develop	ment
Approved as to form:  Assistant City Attorney	
STATE OF MISSOURI  SS  COUNTY OF Gackson  BE IT REMEMBERED that on this the day of October 1, 2021, before in undersigned, a notary public in and for the county and state aforesaid, Director of City Planning Development, of Ransas City, Missouri, a corporation duly organized, incorporated and exunder and by virtue of the laws of the State of Missouri, Manual Sanciers  Kansas City, Missouri, who are personally known to me to be the same persons who execut officials, the within instrument on behalf of Kansas City, Missouri, and such persons acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri	came and disting and of ted, as duly
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official set day and year last above written.  Monica Amelia Notary Public	
My Commission Expires: Baway 23,2024	
MONICA SANDERS  Notary Public - Notary Seal  Jackson County - State of Missouri  Commission Number 20228246  My Commission Expires Jan 23, 2024	

	Clayton Properties Group Inc. D.B.A. Summit Homes, LLC 120 SE 30 <sup>th</sup> Street Lee's Summit, MO 64082 Bradley Kempf, Assistant Secretary Phone No.: 816-246-6700
	I hereby certify that I have authority to execute this document on behalf of Owner.  By:  Title:  Ass7, Seekonyry  Date:  8/31/2021
	Check one: ( ) Sole Proprietor ( ) Partnership ( X ) Corporation ( ) Limited Liability Company (LLC)  Attach corporate seal if applicable
STATE OF MISSOURL )  SS COUNTY OF TOCKSON )	Attach corporate scar if applicable
say that has the Assistant Secretary of Clar that said instrument was signed on behalf of	in and for the county and state aforesaid, came ersonally known, who being by me duly sworn did yton Properties Group Inc. dba Summit Homes, and of said limited liability company by authority of its instrument to be the free act and deed of said limited
day and year last above written.	Preunto set my hand and affixed my official seal, the  Notary Public  Notary Public
My commission expires: 4.29.2000	TIFFANY GEORGIA FORD Notary Public, Notary Seal State of Missouri Jackson County Commission # 18316949
Standard Covenant for Storm Water Detention Facility w/B	MPs Ver. 09-30-20 My Commission Expires 04-29-202208

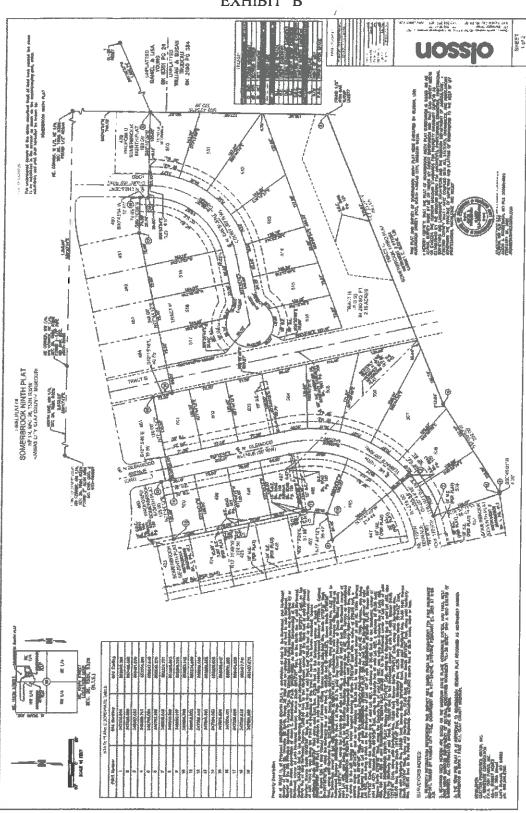
**OWNER** 

#### EXHIBIT A"

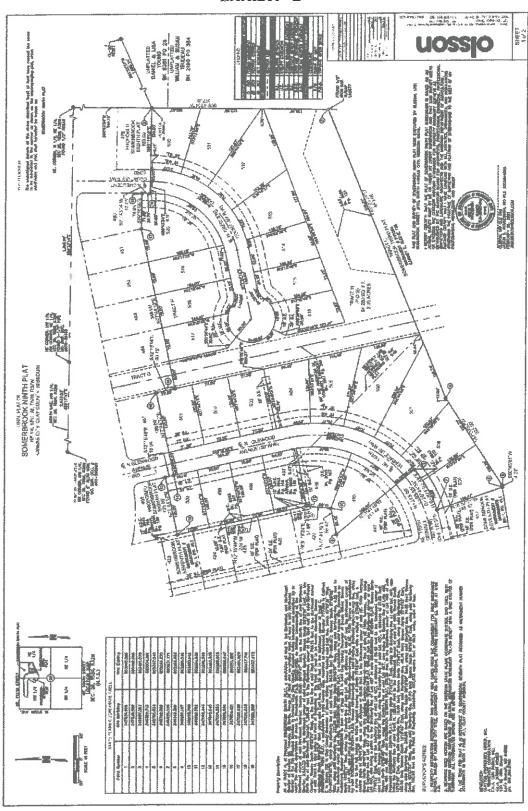
#### **Property Description**

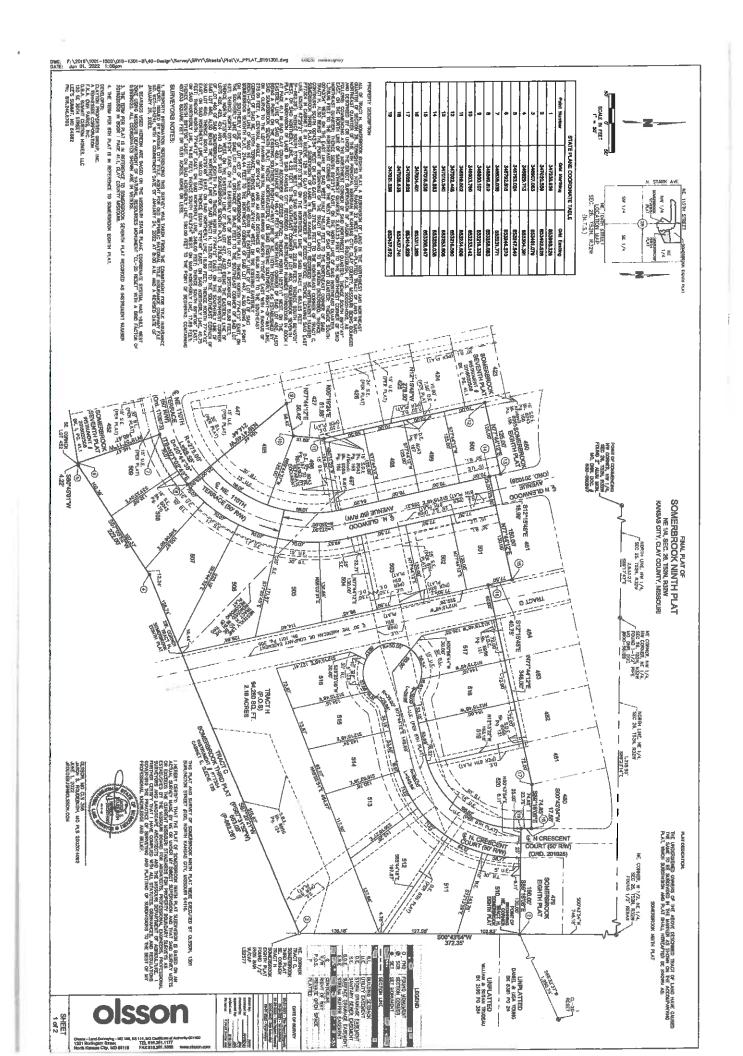
All of TRACT H, of Proposed SOMERBROOK EIGHTH PLAT, a subdivision of land in the Northwest and Northeast Quarter of Section 26, Township 52 North, Range 32 West and unplatted tract of land in said Northeast Quarter of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 89°17'47" East, on the North line of said Northwest Quarter, 2.633.23 feet to the Northwest corner of said Northeast Quarter; thence South 89°23'14" East, on the North line of said Northeast Quarter, 1,318.96 feet to the Northeast corner of the West half of said Northeast Quarter: thence South 00°43'54" West, on the East line of said West half 746.18 feet to the Northeast corner of said Tract H, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°43'54" West along said East line, 372.35 feet to the Northeast corner of Tract C, SOMERBROOK THIRD PLAT, a subdivision in said Kansas City, recorded as Instrument Number P77304 in Cabinet E in Sleeve 125 in Clay County Recorder of Deeds Office; thence leaving said East line, South 67°29'21" West (P-S67°31'52"W), along the Northerly line of said Tract C, 663.05 feet (P-662.28'); thence South 57°09'52" West, along said Northerly line, 222.00 feet; thence South 80°45'01" West, along said Northerly line, 4.22 feet to the Southeast corner of Lot 452, SOMERBROOK SEVENTH PLAT, a subdivision in said Kansas City, recorded as Instrument Number 2018020508 in Book I at Page 41.1 in said Clay County Recorder of Deeds Office; thence North 18°57'11" West, along the Easterly line of said Lot 452, a distance of 146.47 feet the Northeast corner of said Lot 452, also being a point on the Existing Southerly right-of-way line of NE. 110th Terrace as established by said SOMERBROOK SEVENTH PLAT; thence Northeasterly along said Existing Southerly right-of-way line, along a curve to the left having an initial tangent bearing of North 71°02'49" East with a radius of 275.00 feet, a central angle of 20°44'38" and an arc distance of 99.56 feet to the Southeast corner of said NE. 110th Terrace; thence North 39°41'49" West, along the existing Easterly right-of-way line of said NE 110th Terrace,, also being the Easterly line of Lot 447 of said SOMERBROOK SEVENTH PLAT, 214.44 feet to the Northeast corner of said Lot 447, also being a point on the Southerly line of Lot 427 of said SOMERBROOK SEVENTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 427, a distance of 56.42 feet to the Southeast corner of said Lot 427; thence North 05°19'24" East, along the Easterly line of said Lot 427, a distance of 51.88 feet; thence North 12°15'48" West, along the Easterly line of said Lot 427, also being the Easterly line of Lots 426, 425, 424 and 423 of said SOMERBROOK SEVENTH PLAT, 278.50 feet to the Southwest corner of Lot 460 of said Proposed SOMERBROOK EIGHTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 460, also being the Northerly line of said Tract H, 125.00 feet to the Southeast corner of said Lot 460; thence South 12°15'48" East, along said Northerly line, 18.99 feet; thence North 77°44'12" East, along said Northerly line, 180.00 feet; thence South 12°15'48" East, along said Northerly line, 40.75 feet; thence North 77°44'12" East, along said Northerly line, 348.00 feet; thence South 89°16'06" East, along said Northerly line, 74.85 feet; thence South 00°43'54" West, along said Northerly line, 17.65 feet; thence South 89°16'06" East, along said Northerly line, 180.00 feet to the Point of Beginning. Containing 457,633 square feet or 10.51 acres, more or less.

**EXHIBIT "B"** 



#### **EXHIBIT "B"**





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FINAL PLAT OF SOMERBROOK NINTH PLAT NE 1/4, SEC. 28, T52N, R52W KANSAS CITY, CLAY COUNTY, MISSOURI

CITY FLAN COUNTSSION APPROVED; APRIL 20, 2021.

DIRECTOR OF PUBLIC WORKS PUBLIC WORKS

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i have hereunto set uy hand and appided my motabial seal in the date herein last Tritten

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F.K.A. CEMP PARAS, INC
D.R.A. SUMINT CAPITON NOMES, LLC
120 SE 20114 STREET
LEE'S SUMMAT, MO 64082
PM: 815,246,8700
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OLSSON, NO 015 386 JASON S. ROLDEBUSH, MO PLS 2092014082 JUNE 1, 2022 JROUDEBUSHBOLSSON.COM

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inis plat and survey of somerbrook knyth plat were executed by olseom, 1301 Burlington street #100, worth kameas city, missouri baata.

Recorded in Clay County, Missouri

Recording Date/Time: 07/07/2022 at 08:43:23 AM

Page: 46

Instr #: 2022022312

9402 Book:

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\$54.00 \$ 20220019630 Fee:

Recorder of Deeds

Kansas City Title

Title of Document:

COVENANT TO MAINTAIN STORM WATER BMP FACILITIES PLAT OF SOMERBROOK

**NINTH PLAT** 

Date of Document:

October 4, 2021

Grantor(s):

KANSAS CITY MISSOURI

Grantee(s):

CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET

LEE'S SUMMIT MO 64082

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.)

# COVENANT TO MAINTAIN STORM WATER BMP FACILITIES KANSAS CITY TITLE PLAT OF SOMERBROOK NINTH PLAT

234211

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- 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 H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066.
- 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 H in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:
  - a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
  - c. Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H 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 thencurrent owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

- Sec. 3. Owner and/or the owner of Tract H 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 Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009

  CLD-FnPlat-2021-00008

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: Clayton Properties Group Inc, D.B.A. Summit Homes, LLC 120 SE 30<sup>th</sup> Street Lee's Summit, MO 64082 Bradley Kempf, Assistant Secretary Phone No.: 816-246-6700

- 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.

ATTES ATTOM BY CITY CLERK:  City Clerk	By:
Approved as to form:  Assistant City Attorney	
STATE OF MISSOURI ) SS	
COUNTY OF Gackson ) SS	sil.
Development, of Ransas City, Missouri, a counder and by virtue of the Mary Sunders  Kansas City, Missouri, who are personally knothing of the within instrument on behalf	for the county and state aforesaid, came  Director of City Planning and orporation duly organized, incorporated and existing laws of the State of Missouri, and of nown to me to be the same persons who executed, as of Kansas City, Missouri, and such persons duly the act and deed of said Kansas City, Missouri.
IN WITNESS WHEREOF, I have he day and year last above written.	reunto set my hand and affixed my official seal, the
	Monica Hendus
My Commission Expires: 3 anuay 2	23,2024
	MONICA SANDERS  Notary Public - Notary Seal  Jackson County - State of Missouri Commission Number 20228246  My Commission Expires Jan 23, 2024

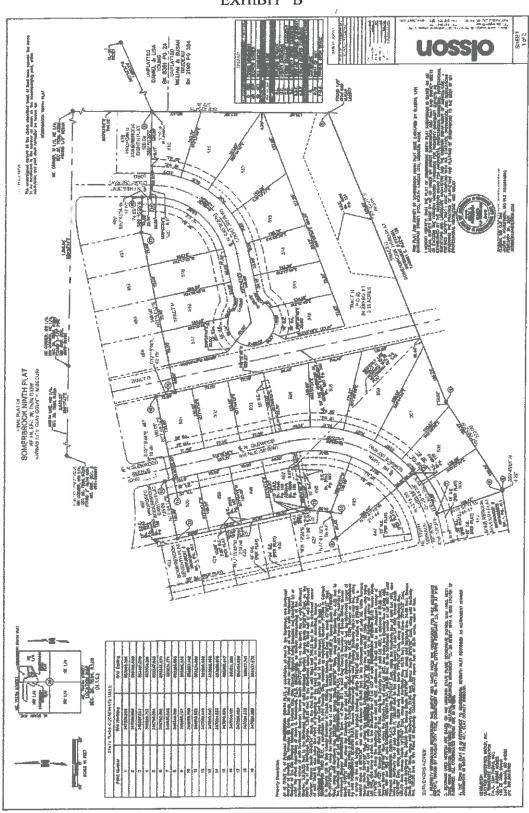
	OWNER Clayton Properties Group Inc. D.B.A. Summit Homes, LLC 120 SE 30 <sup>th</sup> Street Lee's Summit, MO 64082 Bradley Kempf, Assistant Secretary Phone No.: 816-246-6700
	I hereby certify that I have authority to execute this document on behalf of Owner.  By:  Title:  Ass7.  See Korryy  Date:  8/31/2021
	Check one: ( ) Sole Proprietor ( ) Partnership ( X ) Corporation ( ) Limited Liability Company (LLC)  Attach corporate seal if applicable
STATE OF MISSOURI ) ) SS COUNTY OF TOCKSON )	
say that had the Assistant Secretary of Cla	the 31 day of August, 2021, in and for the county and state aforesaid, came personally known, who being by me duly sworn did ayton Properties Group Inc. dba Summit Homes, and of said limited liability company by authority of its instrument to be the free act and deed of said limited
IN WITNESS WHEREOF, I have h day and year last above written.	Notary Public James Abrol Notary Public Jame
My commission expires: 4 99 9005	TIFFANY GEORGIA FORD  Notary Public, Notary Seal  State of Missouri  Jackson County  Commission # 18316949  My Commission Expires 94-38-793208
St. 1 1 Comment for Charm Water Detection Excility 19/	BMPs Ver 09-30-20 10 Wy Commission CAPH 特别对于2001-20008】

#### EXHIBIT "A"

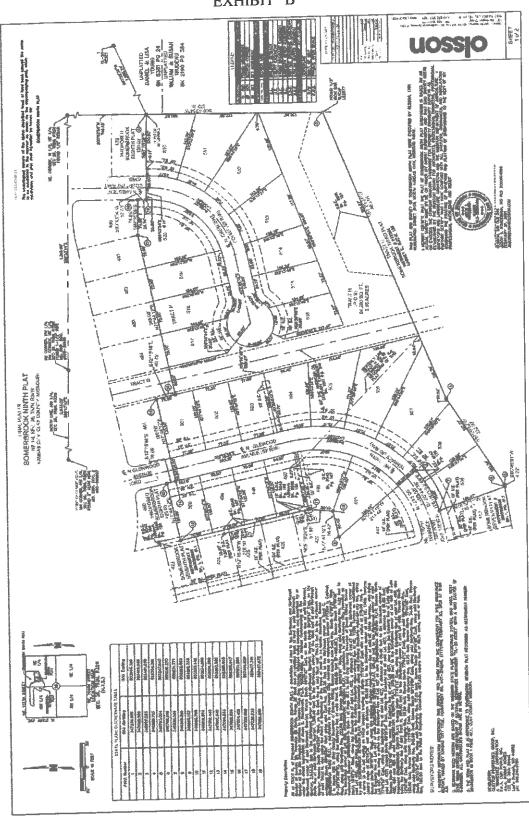
#### **Property Description**

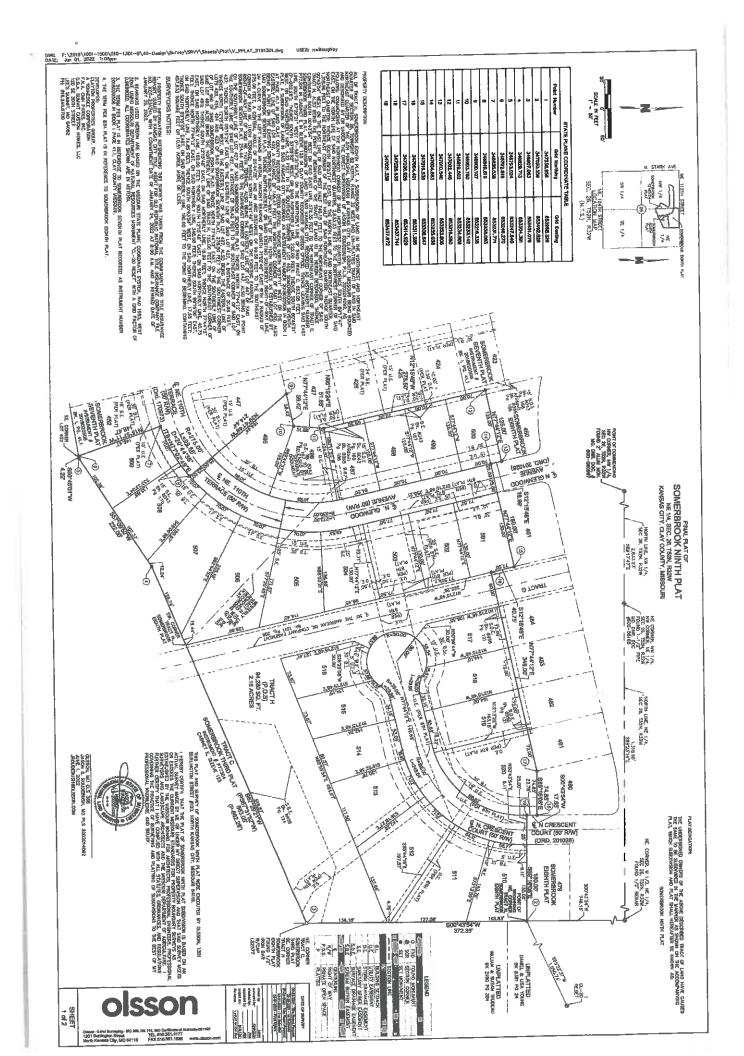
All of TRACT H, of Proposed SOMERBROOK EIGHTH PLAT, a subdivision of land in the Northwest and Northeast Quarter of Section 26, Township 52 North, Range 32 West and unplatted tract of land in said Northeast Quarter of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S. Roudebush, P.L.S. 2002014092, as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 89°17'47" East, on the North line of said Northwest Quarter, 2,633.23 feet to the Northwest corner of said Northeast Quarter; thence South 89°23'14" East, on the North line of said Northeast Quarter, 1,318.96 feet to the Northeast corner of the West half of said Northeast Quarter; thence South 00°43'54" West, on the East line of said West half 746.18 feet to the Northeast corner of said Tract H, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°43'54" West along said East line, 372.35 feet to the Northeast corner of Tract C, SOMERBROOK THIRD PLAT, a subdivision in said Kansas City, recorded as Instrument Number P77304 in Cabinet E in Sleeve 125 in Clay County Recorder of Deeds Office; thence leaving said East line, South 67°29'21" West (P-S67°31'52"W), along the Northerly line of said Tract C, 663.05 feet (P-662.28'); thence South 57°09'52" West, along said Northerly line, 222.00 feet; thence South 80°45'01" West, along said Northerly line, 4.22 feet to the Southeast corner of Lot 452, SOMERBROOK SEVENTH PLAT, a subdivision in said Kansas City, recorded as Instrument Number 2018020508 in Book I at Page 41.1 in said Clay County Recorder of Deeds Office; thence North 18°57'11" West, along the Easterly line of said Lot 452, a distance of 146.47 feet the Northeast corner of said Lot 452, also being a point on the Existing Southerly right-of-way line of NE. 110th Terrace as established by said SOMERBROOK SEVENTH PLAT; thence Northeasterly along said Existing Southerly right-of-way line, along a curve to the left having an initial tangent bearing of North 71°02'49" East with a radius of 275.00 feet, a central angle of 20°44'38" and an arc distance of 99.56 feet to the Southeast corner of said NE. 110th Terrace; thence North 39°41'49" West, along the existing Easterly right-of-way line of said NE 110th Terrace,, also being the Easterly line of Lot 447 of said SOMERBROOK SEVENTH PLAT, 214.44 feet to the Northeast corner of said Lot 447, also being a point on the Southerly line of Lot 427 of said SOMERBROOK SEVENTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 427, a distance of 56.42 feet to the Southeast corner of said Lot 427; thence North 05°19'24" East, along the Easterly line of said Lot 427, a distance of 51.88 feet; thence North 12°15'48" West, along the Easterly line of said Lot 427, also being the Easterly line of Lots 426, 425, 424 and 423 of said SOMERBROOK SEVENTH PLAT, 278.50 feet to the Southwest corner of Lot 460 of said Proposed SOMERBROOK EIGHTH PLAT; thence North 77°44'12" East, along the Southerly line of said Lot 460, also being the Northerly line of said Tract H, 125.00 feet to the Southeast corner of said Lot 460; thence South 12°15'48" East, along said Northerly line, 18.99 feet; thence North 77°44'12" East, along said Northerly line, 180.00 feet; thence South 12°15'48" East, along said Northerly line, 40.75 feet; thence North 77°44'12" East, along said Northerly line, 348.00 feet; thence South 89°16'06" East, along said Northerly line, 74.85 feet; thence South 00°43'54" West, along said Northerly line, 17.65 feet; thence South 89°16'06" East, along said Northerly line, 180.00 feet to the Point of Beginning. Containing 457,633 square feet or 10.51 acres, more or less.

### EXHIBIT "B"



## EXHIBIT "B"





USER: neith DERIOLOPS:

CLAYON PROPENTES GROUP, INC.

A TROKESSE COMPRIANTIN

A TROKESSE COMPRIANTIN

F.K.A. CLAH PARKE; INC.

C.B.A. SURMY CLASTON PROPES, L.C.

120 SE, 20TH STREET

LEE'S SURMIT, LAG 64082

PH: 818.246.6700 PRODUDENIA — THE SHERETT PRODUCKTY IS LOCATED IN "ZONE Y" (AREAS DETERMAND TO BE OJISIDI THE OJEK ANNUAL CHANCE FLORDIPAIN) AND ACCORDING TO INFE CLAY OLGUNITY RESIDENCE RATE MAP (TRIM), LUAP HUMBER ZÓDISTOCOSTÓ MAP RETYEZD JAMBURTY ZO, 2017 PROMOTE OPEN OPENZE—THE FRINKTE OPEN SPACE (TRACT H.) \$400M, OM THIS FLAT IS NOT BEING USED TO SATIETY THE REQUIRED ANDAMAN OF ORE (28) SPACE FAMILY UNITS (ALSE ADRES REQUIRED BY CHUMANNES) PUREJAMY! TO SCETION 68—400—5) OF THE ZOWING AND DEVELOPMENT CODE. James Hander Prakter – Parch H. (J. M. Achen) is '10 ise juen free Prinkt Cele 1942. And Le Backer Shah, ei Karnamou of H. Backer of H. Backer (J. T. Back) and Olagous Shown Hishel His Part Foreignett To Suppe Electric Decadeation and a '10 octabation of Backer of Health (J. T. Backer) Estimotoria yah Hander, association decadeation of Radebindook (Her Part) recenced 4. THE TERM PER 8TH PLAT IS IN REFERENCE TO SOMETRIBOOK EIGHTH PLAT. j. The Yeru Per Plat is in reference to sometherook geventh plat recorded as histament muneer Zoteuzoush in Book i Page 41.1, clay county missomri ), Property promation respection this surply was incent from the charactery too the sorbate became used by another comments of the comment of the property in the designate comment of the low Cet-12444, What a comment date of another 24, 2022 at 8:00 a.m. and a review date of the January 18, 2022. SURVEYORS NOTES: i, Bearnics USED Herecon are based on the Wissouri State Plant Coordinate Statioa, and 1965, West Dide Cusha Aussouri (Depather) of Kattari, resources Woxahadat "CJ.—20 reset" with a groo pactor of Assistance also communities souther are in Ketterion

Persona of control and (Control is recommended by Martin Martin Control is control in the personal cost in a control in the personal cost in the personal co DEMANDE MERION - 1 PANAMO E (ESCURE 10.5) FOR THE REPORCE OF STORM WITE DRAWNING ENCADINGS WERE AND WITHOUT STORM WITE PROCESSION, BOTH AND WITHOUT WE MADE AND WITHOUT WE MADE AND WITHOUT WE MADE AND WITHOUT WE MADE AND WITHOUT STORM WITHOUT WE MADE AND WITHOUT WERE AND THE PROCESSION OF THE PANAMO TO THE PANAMO TO THE PANAMO TH Street dedication — STREETS Shown hereon and not heretofore dedicated for fublic use as street front—of—that are hereon dedicated. CHAPTER PRINCE - 16 BOAT OF EIRWAYS AND EXPESS M TRANS, ALMON STREET, ON DAYS MAIN HE COMMANDE OF THE AND EXPENSE OF THE AND EXPESS OF THE JUNIO 1. MARE — BILLONIO LIKES DE SETRACK LIKES ANG HUZBOY ESTABLISHO, AS SHOMM ON ACACUM-MANNIO (P.A.T. MO) AN DILLONG DE PORTION THERCOY SHALL BE BULT BETWEIN THIS E AND THE LOT LINE MEANEST THERECO. TEMPACE, OPPANDIA MORE DESCRIPTI (E.E.) PER TIE COCKITIG, CONSTRUCTION, RECONSTRUCTION, RECONSTRUCTION, RECONSTRUCTION, REPORT OF A MORE LUMB, OTHER CONTROLLER, AND A MORE CONTROLLE

MAYOR LUCAS

THE IS TO CERTIFY THAT THE WITHW PLAT WAS DULY SUBMITED TO AND APPROVED BY THE COLUMN OF KANSAS CITY, MISSOUR, BY OFDIMANIC NO. 211001 DILY AUTHORITICATED AS PASSED THIS 1ETH DAY OF OCCURRER.
2022.

FINAL PLAT OF SOMERBROOK NINTH PLAT NE 14, SEC. 28, T52N, R32W KANSAS CITY, CILAY COUNTY, MISSOURI

APPROVED: CITY PLAN COMMISSION

APRIL 20, 2021

MICHAEL A SHAW PUBLIC WORKS:

STREET GRADES FOR A PONTION OF N. GLENWOOD ANDINE AND N. CRESCENT COUNT LOCATED IN SCANEBROOM EIGHTH PLAT HAVE BEEN PRE-MOUSLY ESTABLISHED BY ORDINANCE MUNDERL ZOIGZÓ BDING PASSED ON DECEMBER 10, 2020.

street granes for a portion of he 110th "tötarge located in somersook Sejenth Plat have been prefajolsky established by ordinaance mumber 17097.3 being passed om novolkoet 30. 2017.

NE. \$10TH (ETHACE! ) N. GLEMWOCO AVENU

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BRADLEY KENTY, YESSENMY SECRETARY

CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION, B.B.A. SUMMIT CUSTOM

STATE OF MUSSOUND

COUNTY OF LASS.

WELL REMAINS THAT RELITED THAT BY THE LIFE AND THE STATE TO BE A STATE OF THE STATE i hane heredaitg set ay hang and affixed by notabbal seal in the date herem labt above Writen.

NY COMMESSION EXPIRES 12-13-13-2725

MOTARY PUBLIC

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