



Kansas City

414 E. 12th Street
Kansas City, MO 64106

Legislation Text

File #: 210664, Version: 1

ORDINANCE NO. 210664

Approving the plat of Cadence - Third Plat, an addition in Clay and Platte Counties, Missouri, on approximately 26.67 acres generally located at on the east side of N. Platte Purchase Drive between N.W. 108th Street to the north and N. Tiffany Springs Parkway to the south, creating 61 lots and 4 tracts for the purpose of constructing a 61 lot single family subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00020)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Cadence - Third Plat, a subdivision in Clay and Platte 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.

File #: 210664, Version: 1

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 Offices of the Recorder of Deeds of Clay and Platte Counties, Missouri, respectively.

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

Approved as to form and legality:

Eduard Alegre

Eduard Alegre
Assistant City Attorney

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 *Charles J. Smith*
Dated, *July 28*, 2022



Authenticated as Passed

Quinton Lucas
Quinton Lucas, Mayor

Marilyn Sanders
Marilyn Sanders, City Clerk
AUG 19 2021

Date Passed

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Recorded in Platte County, Missouri

Recording Date/Time: 08/05/2022 at 09:37:57 AM

Instr Number: 2022010970

Book: 1382 Page: 477

Type: DE ORD

Pages: 20

Fee: \$78.00 E



Grantor: KANSAS CITY

Grantee: CADENCE THIRD PLAT

KC



Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

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

This Page is Part Of The Document – Do Not Detach



Recording Date/Time: 08/04/2022 at 02:38:29 PM

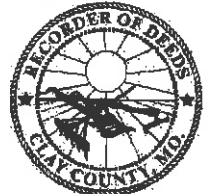
Instr #: 2022025890

Book: 9422 Page: 79

Type: ORD

Pages: 19

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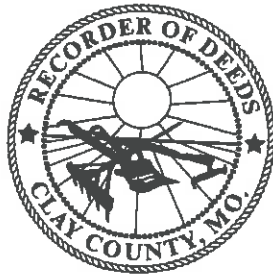


Katee Porter
Recorder of Deeds

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.

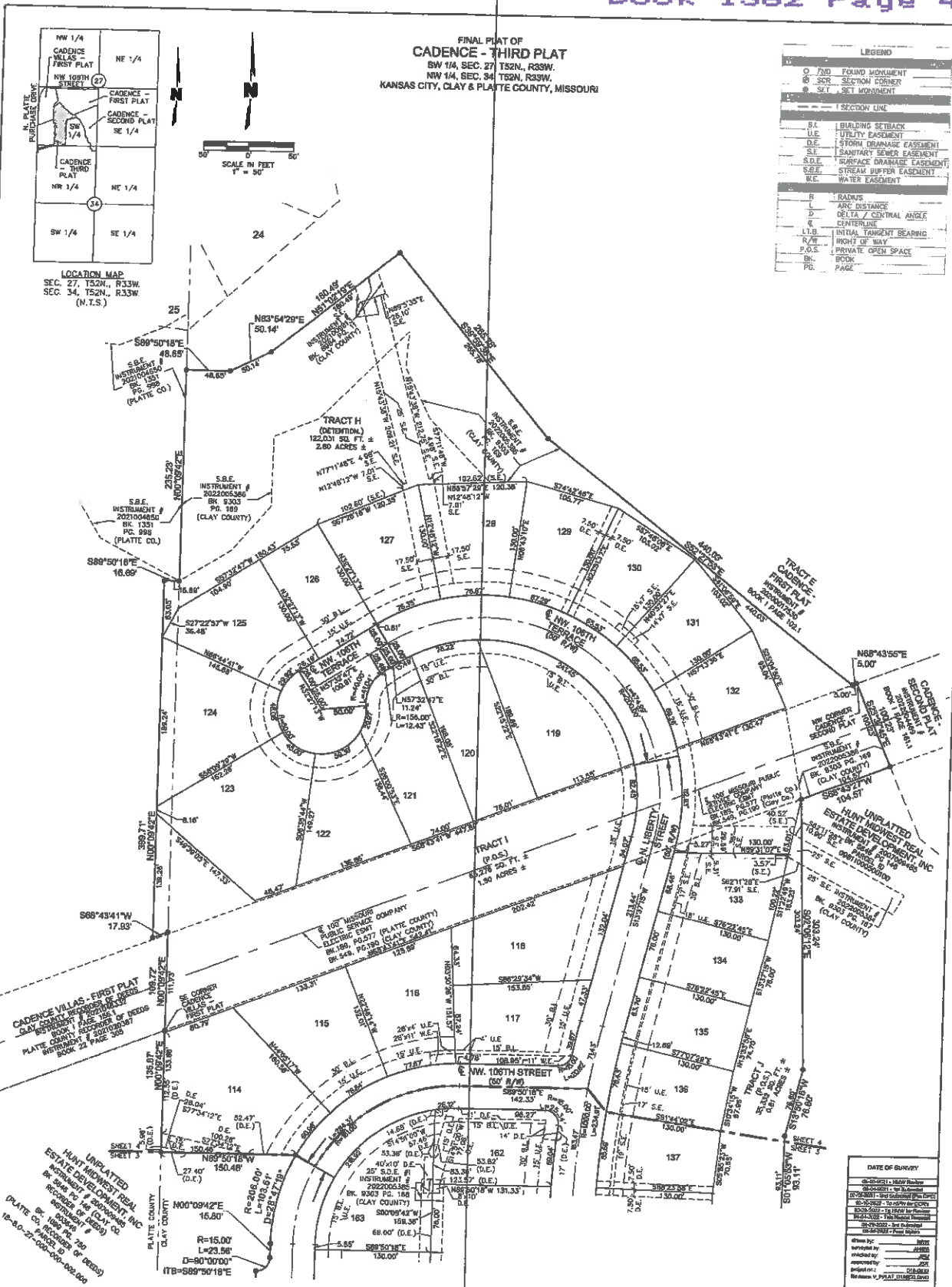


Katee Porter
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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Book 1382 Page 477

Plu



DATE OF SURVEY

DATE OF SURVEY: 06/30/2022

BY: JASON S. ROUBELUSH, MISSOURI LICENSED SURVEYOR NO. 000000000

DATE OF SURVEY: 06/30/2022

BY: JASON S. ROUBELUSH, MISSOURI LICENSED SURVEYOR NO. 000000000

olsson

Olsson Land Surveyors & Engineers, Inc.
115 N. 11th Street, Suite 100
Kansas City, MO 64103
Tel: 816.241.1177
Fax: 816.241.1125
www.olsson.com

SHEET
4 of 4

P.O.S. (PRIVATE OPEN SPACE) USED FOR PARKLAND DEDICATION

File	No. Lots	Required	Provided	Met
CADENCE - FIRST PLAT	83	1.40	2.42	1.02
CADENCE - SECOND PLAT	50	1.11	3.27	3.16
CADENCE VILLAS - FIRST PLAT	54	1.20	0.74	2.72
CADENCE - THIRD PLAT	61	1.35	0.82	2.29

SURVEYORS NOTES:

- PROPERTY INFORMATION REFERRING TO THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT, ISSUED BY KANSAS CITY TITLE AGENT FOR QD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO. KCI-2024227 WITH AN EFFECTIVE DATE OF APRIL 1, 2022 AT 8:00 A.M. AND AN UPDATED DATE OF APRIL 26, 2022.
- BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, WEST ZONE USING MISSOURI DEPARTMENT OF NATURAL RESOURCES MONUMENT "PL-07" WITH A GRS FACTOR OF 0.9999871. ALL COORDINATES SHOWN ARE IN METERS.

DEVELOPER:
HUNT INDEPENDENT REAL ESTATE DEVELOPMENT, INC.
8300 NE UNDERGROUND DRIVE
KANSAS CITY, MO, 64181
816-435-2500

THIS PLAT AND SURVEY OF CADENCE - THIRD PLAT WERE EXECUTED BY OLSSON, 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116.

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



OLSSON, MO G.S. 905
JASON S. ROUBELUSH, MO PLS 2020214022
JUNE 30, 2022
4000015@OLSSON.COM

DWG: P:\01018\01018-000\018-0013-P\40-Design\Survey\SWY\Sheet\018_V_Plat_018001.dwg USER: mfranghery DATE: Jul 30, 2022 11:35am

Exhibit A

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

THIS COVENANT made and entered into this 3 day of Sept, 2022 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Hunt Midwest Real Estate Development, Inc (**Owner**).

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

WHEREAS, Owner intends to cause the Property to be platted as Plat of Cadence Third 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 114-174 and Tracts H, I, J, and K as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract E of Cadence First Plat, as shown on Exhibit "C", Tract B of Cadence Villas First Plat, as shown on Exhibit "D", Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat, as shown on Exhibit "E", attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat.

obligations to a third party and such assignment is accepted by the City. Notwithstanding the foregoing, after completion of the Facilities and acceptance thereof by the City, Owner may assign its rights and obligations hereunder to the Cadence Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tracts H, I, J, and K by deed to the Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owner" herein and assume all rights and obligations as Owner as set forth herein. Further, Owner may transfer ownership of Lots 114-174 with the Plat by deed to third parties without obtaining City's acceptance or approval.

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

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

Notices to the City:
 Director of City Planning & Development
 City Hall, 414 East 12th Street
 Kansas City, Missouri 64106
 Fax number: (816) 513-2548

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

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. Invalidity 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 and Platte Counties, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or

expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2018-088, File No 2021-010, File No 2021-074, and File No 2021-138, respectively.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tracts H & J of Cadence Third Plat in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Lots 114-174 served by the Facilities on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat.
- b. Assess a lien on Tracts H, I, J, and K within the Plat or on the Lots 114-174, or all served by the Facilities on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat;
- c. Maintain suit against Owner, and/or the owner of Tracts H, I, J, and K within the Plat and/or the owners of Lots 114-174 served by the Facilities on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Trace E of Cadence First Plat, Tract B of Cadence Villas First Plat, and Tracts H, I, J, and K and Lots 114-174 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. This covenant shall run with the land legally described in Exhibit "A". Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and

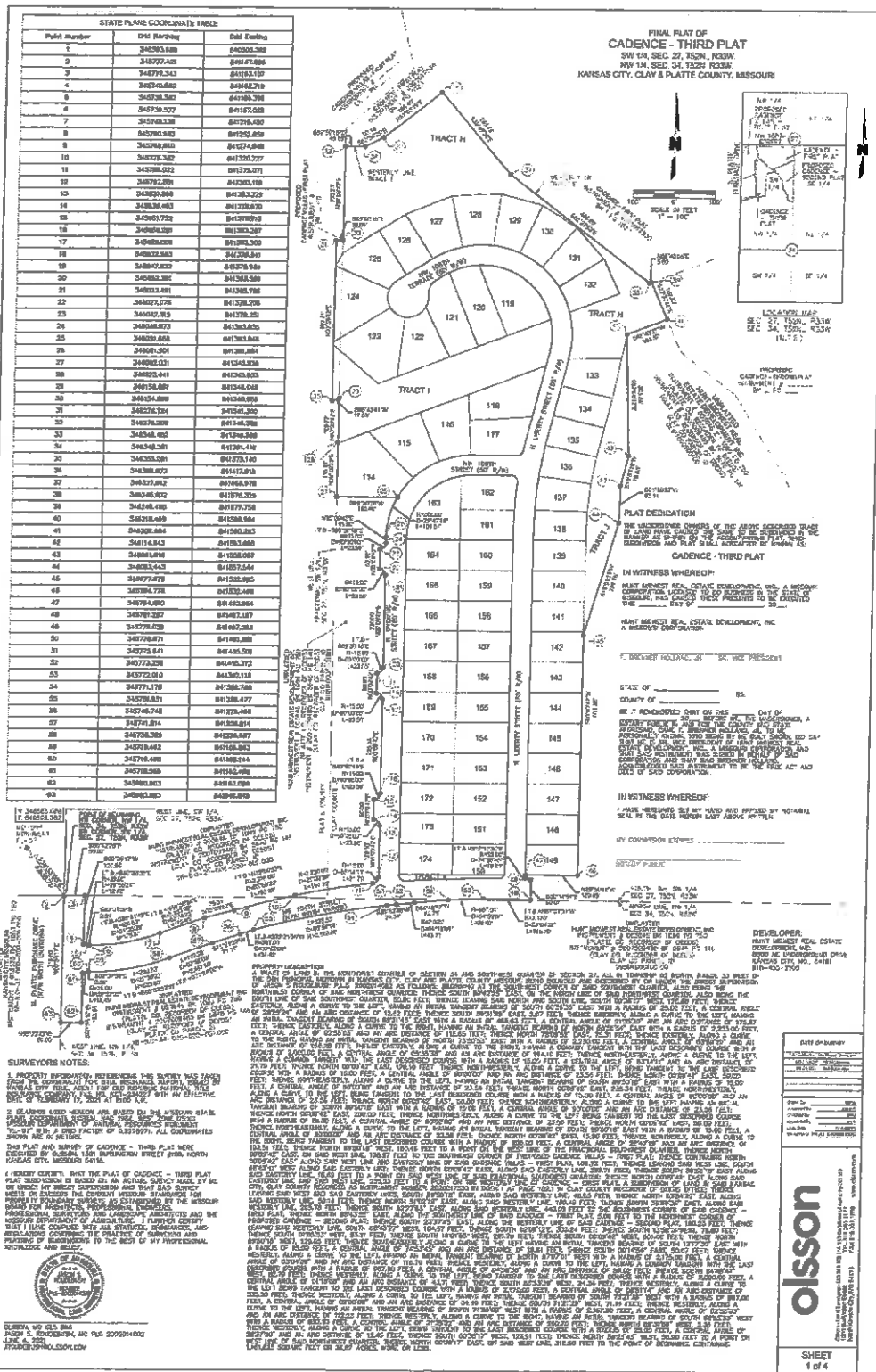
EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land in the Northwest Quarter of Section 34 and Southwest Quarter of Section 27, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay and Platte County Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092 as follows: Beginning at the Southwest corner of said Southwest Quarter, also being the Northwest corner of said Northwest Quarter; thence South 89°42'25" East, on the North line of said Northwest Quarter, also being the South line of said Southwest Quarter, 50.00 feet; thence leaving said North and South line, South 00°36'17" West, 120.68 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South 60°36'35" East with a radius of 25.00 feet, a central angle of 28°55'24" and an arc distance of 12.62 feet; thence South 89°31'59" East, 2.07 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South 89°31'45" East with a radius of 466.63 feet, a central angle of 21°35'39" and an arc distance of 175.87 feet; thence Easterly, along a curve to the right, having an initial tangent bearing of North 68°56'54" East with a radius of 2,233.00 feet, a central angle of 02°58'03" and an arc distance of 115.65 feet; thence North 75°09'52" East, 75.31 feet; thence Easterly, along a curve to the right, having an initial tangent bearing of North 73°50'53" East with a radius of 2,230.00 feet, a central angle of 03°59'22" and an arc distance of 155.28 feet; thence Easterly, along a curve to the right, having a common tangent with the last described course with a radius of 2,000.00 feet, a central angle of 05°33'38" and an arc distance of 194.10 feet; thence Northeasterly, along a curve to the left, having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 83°14'11" and an arc distance of 21.79 feet; thence North 00°09'42" East, 129.10 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 235.34 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 230.00 feet; thence Northwesterly, along a curve to the left being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 15.80 feet; thence Northerly, along a curve to the right, being tangent to the last described course with a radius of 206.00 feet, a central angle of 28°47'19" and an arc distance of 103.51 feet; thence North 89°50'18" West, 150.46 feet to a point on the West line of the Fractional Southwest Quarter; thence North 00°09'42" East, on said West line, 135.87 feet to the Southeast corner of proposed CADENCE VILLAS - FIRST PLAT; thence continuing North 00°09'42" East along said West line and Easterly line of said CADENCE VILLAS - FIRST PLAT, 109.72 feet; thence leaving said West line, South 68°43'41" West along said Easterly line; thence North 00°09'42" East, along said Easterly line, 399.71 feet; thence South 89°50'18" East along said Easterly line, 16.69 feet to a point on said West line of said Fractional Southwest Quarter; thence North 00°09'42" East along said Easterly line and said West line, 235.23 feet to a point on the Westerly line of CADENCE - FIRST PLAT, a subdivision of land in said Kansas City, Clay County recorded as Instrument Number 2020017530 in Book I at Page 102.1 in Clay County Recorder of Deeds Office; thence leaving said West and said Easterly lines, South 89°50'18" East, along said Westerly line, 48.65 feet; thence North 63°54'29" East, along said Westerly line, 50.14 feet; thence North 51°02'19" East, along said Westerly line, 180.49 feet; thence South 39°59'36" East, along said Westerly line, 265.78 feet; thence South 52°27'53" East, along said Westerly line, 440.03 feet to the Southwest corner of said CADENCE - FIRST PLAT; thence North 68°43'55" East, along the Southerly line of said CADENCE - FIRST PLAT, 5.00 feet to the Northwest corner of proposed CADENCE - SECOND PLAT; thence South 23°37'45" East, along the Westerly line of said CADENCE - SECOND PLAT, 100.23 feet; thence leaving said Westerly line, South 68°43'27" West, 104.57 feet; thence South 02°06'12"E, 303.24 feet; thence South 13°50'16"West, 76.80 feet; thence South 01°05'53" West, 93.11 feet; thence South 16°01'55" West, 291.76 feet; thence South 00°09'42" West, 601.08 feet; thence North 89°50'18" West, 129.65 feet; thence Southeasterly along a curve to the left having an initial

tangent bearing of South 12°17'30" East with a radius of 15.00 feet, a central angle of 74°53'45" and an arc distance of 19.61 feet; thence South 00°14'54" East, 50.07 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of North 87°07'01" West with a radius of 2,175.00 feet, a central angle of 03°04'36" and an arc distance of 116.79 feet; thence Westerly, along a curve to the left, having a common tangent with the last described course with a radius of 987.00 feet, a central angle of 04°59'36" and an arc distance of 86.02 feet; thence South 84°48'47" West, 82.79 feet; thence Westerly, along a curve to the left, being tangent to the last described course with a radius of 2,000.00 feet, a central angle of 01°15'08" and an arc distance of 43.71 feet; thence South 83°33'39" West, 24.34 feet; thence Westerly, along a curve to the left being tangent to the last described course with a radius of 2,170.00 feet, a central angle of 08°51'14" and an arc distance of 335.33 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of South 73°21'36" West with a radius of 987.00 feet, a central angle of 02°00'08" and an arc distance of 34.49 feet; thence South 71°21'29" West, 71.14 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of South 71°55'00" West with a radius of 2,167.00 feet, a central angle of 02°58'03" and an arc distance of 112.23 feet; thence Westerly, along a curve to the right, having an initial tangent bearing of South 68°52'53" West with a radius of 532.63 feet, a central angle of 21°35'22" and an arc distance of 200.70 feet; thence North 89°31'59" West, 2.36 feet; thence Westerly, along a curve to the left, being tangent to the last described course with a radius of 25.00 feet, a central angle of 28°37'20" and an arc distance of 12.49 feet; thence South 00°36'17" West, 123.91 feet; thence North 89°23'43" West, 50.00 feet to a point on West line of said Northwest Quarter; thence North 00°36'17" East, on said West line, 316.50 feet to the Point of Beginning. Containing 1,161,825 square feet or 26.67 acres, more or less.

EXHIBIT "B"



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Recorded in Platte County, Missouri

Recording Date/Time: 08/05/2022 at 09:37:57 AM

Instr Number: 2022010972

Book: 1382 Page: 478

Type: DE AGMT

Pages: 8

Fee: \$45.00 S



Grantor: SPIRE MISSOURI INC

Grantee: KANAS CITY MISSOURI CITY OF

KC



PUBLIC USE AND REIMBURSEMENT AGREEMENT

Grantor KCT

THIS AGREEMENT, entered into by and between SPIRE MISSOURI INC., 7500 E. 35th Terrace, Kansas City, Missouri 64129 ("MGE"), HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC. (Developer), and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation ("City"), WITNESSETH:

Grantor
Grantee

WHEREAS MGE (or its predecessors in interest) acquired certain easement rights for pipelines and appurtenances thereto by an Agreement for Easement executed by HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC, dated November 18, 2019 and recorded easement is in the office of the Recorder of Deeds of Platte County, Missouri, in Book 1322 at Page 92 being also Document Number 2019015251; and

WHEREAS the present owners of the property now desire to dedicate for public use as part of Cadence, 3rd Plat / NW 104th Street, a portion of the property in said easement now held by MGE; and

WHEREAS MGE is amenable to allowing a portion of its aforesaid easement property to be utilized for public purposes as put forth herein; and

WHEREAS City is willing to accept usage of the easement area per the terms and conditions herein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, both Parties agree to the following terms:

- 1. The portion of the easement shown and described as:

See "Exhibit A, Page 1 of 3, Page 2 of 3 and Page 3 of 3"

shall be allowed by MGE to be utilized by the City for the public purposes set forth herein.

2. The public improvements to be constructed on MGE's easement as described herein shall consist of road surfacing, curbs, gutters, sidewalks, street lights, storm sewers, sanitary sewers, and appurtenances thereto, and no improvements shall be constructed, approved or accepted by the City, the existence of which would interfere with or endanger the facilities of the MGE.

3. In the event MGE initiates future improvement, reconstruction or maintenance of its facilities located in the easement which damages non-paving improvements dedicated for public use, MGE will repair or replace the improvements at MGE's expense, in accordance with reasonable and lawful City standards in effect on the date of damage.

4. In the event these or future improvements to said street necessitate adjustments to MGE's facilities, including a relocation of pipeline, MGE shall be compensated by the City for such adjustments, including easement acquisition costs, to the extent allowed by law, and will request a permit from City which will be granted without cost to MGE. City agrees to pay for such adjustments/costs if the following conditions are met:

(a) The adjustments comply with the Standard Operating Procedure of MGE. Documentation of said standards are on file with the Missouri Public Service Commission.

(b) The adjustments affect the portion of MGE's facilities which were initially located on private easement and which as a result of this Agreement are now located or relocated on the roadway or other area of public improvement.

Provided, however, that if future public improvements to the original easement area require MGE to adjust or relocate its facilities or pipeline, MGE's obligation shall be contingent upon payment by the City.

5. If the City ever abandons its use of the original easement area, it will remove all public improvements that are deemed by MGE to interfere with its original easement rights.

6. Nothing contained herein shall be construed to reduce or diminish or subordinate MGE's rights in and to its easement, nor as a dedication of MGE's easement rights to the public right-of-way.

SPIRE MISSOURI INC.

By: *Craig R. Hoferlin*

Printed Name: Craig R. Hoferlin

Title: VP, safety Management Systems

Approved as to form:

Matt Aplington
Matt Aplington (Exp. 03, 2023) L.S. CDT

Spire Legal

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 9th day of May, 2022, before me, a Notary Public, personally appeared Craig R. Hoferlin, to me personally known, who, being by me duly sworn, did say that he is the Vice President, Safety Management Systems for SPIRE MISSOURI INC. and that he executed the above and foregoing instrument on behalf of said SPIRE MISSOURI INC. and acknowledged the execution of same as the free and voluntary act and deed of said corporation.

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

John Lair
Notary Public

John Lair
Printed Name

My Commission Expires: 1/29/2026

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602



0' 300'
SCALE IN FEET

TRACT E
CADENCE - FIRST PLAT
INSTRUMENT #
20200017530
BOOK I PAGE 102.1

UNPLATTED
HUNT MIDWEST REAL
ESTATE DEVELOPMENT, INC

UNPLATTED
HUNT MIDWEST REAL
ESTATE DEVELOPMENT,
INC

PLATTE COUNTY
CLAY COUNTY

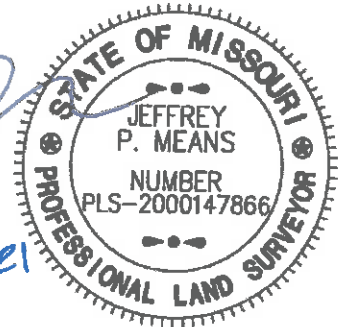
PROPOSED
CADENCE - THIRD PLAT

SOUTH LINE SW 1/4
SEC. 27-T.52N-R.33W
NORTH LINE NW 1/4
SEC. 34-T.52N-R.33W

UNPLATTED
HUNT MIDWEST REAL
ESTATE DEVELOPMENT, INC

SPIRE EASEMENT
SUBORDINATION
684 SQ. FT. ±
0.02 ACRES ±

9/2/2021



F:\2018\0501-1000\018-0833-D\40-Design\Survey\SRV\Sheets\Easement Subordination\Spire Subordination\V_ESM_Spire_0180833.DWG
 USER: meathfield
 DATE: 2021-09-02 10:30am

PROJECT NO: 018-0833-D	SPIRE EASEMENT SUBORDINATION OVERVALL	<p>1301 Burlington Street North Kansas City, MO 64116 TEL 816.381.1177 FAX 816.381.1888 www.olsson.com</p>	EXHIBIT
DRAWN BY: SFS	CADENCE - THIRD PLAT		1 of 3
DATE: 2021-09-02	NW 1/4, SEC.34, T52N., R33W.		



POINT OF COMMENCEMENT

NW CORNER, NW 1/4,
SEC. 34, T52N., R33W

SOUTH LINE SW 1/4
SEC. 27-T.52N-R.33W

NORTH LINE NW 1/4
SEC. 34-T.52N-R.33W

POINT OF BEGINNING

UNPLATTED
HUNT MIDWEST REAL
ESTATE DEVELOPMENT, INC

R=25.00'
L=10.52'
D=24°06'32"
ITB=S60°36'35"E

(DEED) N00°36'36"E
N00°36'17"E
72.17'

SPIRE EASEMENT
SUBORDINATION
684 SQ. FT. ±
0.02 ACRES ±

50.00'
S89°23'43"E

S00°36'17"W
120.41'

PROPOSED
NW. 104TH ST.

S00°36'36"W (DEED)
S00°36'17"W
66.17'

UNPLATTED
HUNT MIDWEST REAL
ESTATE DEVELOPMENT, INC

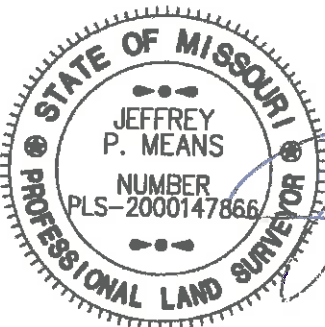
R=25.00'
L=10.52'
D=24°06'22"
ITB=S85°57'04"W

WEST LINE NW 1/4,
SEC 34, T52N, R33W

N. PLATTE PURCHASE
DRIVE

EAST LINE OF 10'
SPIRE MISSOURI INC. EASEMENT
INST. #2019015251 BK. 1322 PG. 92

WEST LINE OF 10'
SPIRE MISSOURI INC. EASEMENT
INST. #2019015251 BK. 1322 PG. 92



9/2/2021

PROJECT NO: 018-0833-D	SPIRE EASEMENT SUBORDINATION EXHIBIT
DRAWN BY: SFS	CADENCE - THIRD PLAT
DATE: 2021-09-02	NW 1/4, SEC.34, T52N., R33W.

olsson

1301 Burlington Street
North Kansas City, MO 64116
TEL 816.381.1177
FAX 816.381.1888
www.olsson.com

EXHIBIT

2 of 3

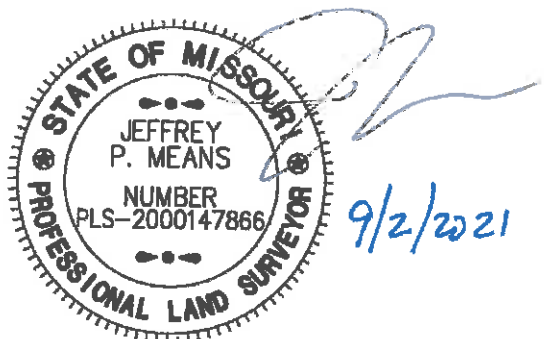
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CADENCE - THIRD PLAT
 Olsson No. D18-0833
 SPIRE MISSOURI INC. EASEMENT SUBORDINATION
 September 02, 2021

Subordination of a portion of Spire Missouri Inc. Easement recorded as Instrument No. 2019015251 in Book 1322 at Page 92 in the Platte County Recorder of Deeds office.

Easement Subordination Description:

A tract of land in the Northwest Quarter of Section 34 Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Platte County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means P.L.S. 2000147866, as an Easement Subordination as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 00°36'17" West on the West line of said Northwest Quarter, 120.41 feet; thence leaving said West line South 89°23'43" East, 50.00 feet to a point on the West line of a 10.00 foot Spire Missouri Inc. Easement recorded as Instrument No. 2019015251 in Book 1322 at Page 92 in the Platte County Recorder of Deeds Office, said point also being the Point of Beginning of the tract of land to be herein described: thence leaving said West line, Easterly along a curve to the left having an initial tangent bearing of South 60°36'35" East with a radius of 25.00 feet, a central angle of 24°06'32" and an arc distance of 10.52 feet to a point on the East line of said 10.00 foot Spire Missouri inc. easement; thence South 00°36'17" West (Deed, South 00°36'36" West) on said East line, 66.17 feet; thence leaving said East line, Westerly along a curve to the left having an initial tangent bearing of South 85°57'04" West with a radius of 25.00 feet, a central angle of 24°06'22" and an arc distance of 10.52 feet to a point on said West line of said 10.00 Spire Missouri inc. easement; thence North 00°36'17" East (Deed, North 00°36'36" East) on said West line, 72.17 feet to the Point of Beginning. Containing 684 square feet or 0.02 acres, more or less.



P:\2018\0501-1000\018-0833-D\40-Design\Survey\SRV\Sheets\Easement Subordination\Spire Subordination\V_ESM_Spire_0180833D.DWG
 USER: aschfield
 DATE: Sep 02, 2021 10:40am

PROJECT NO: 018-0833-D	SPIRE EASEMENT SUBORDINATION LEGAL	<p>1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com</p>	EXHIBIT
DRAWN BY: SFS	CADENCE - THIRD PLAT		3 of 3
DATE: 2021-09-02	NW 1/4, SEC.34, T52N., R33W.		
		Olsson - Land Surveying - MO 386, KS 114, MO Certificate of Authority-001582	

Recorded in Clay County, Missouri



Recording Date/Time: 08/04/2022 at 02:38:29 PM

Instr #: 2022025892

Book: 9422 Page: 80

Type: SUB

Pages: 8

Fee: \$45.00 S 20220022765



Katee Porter
Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 14 day of July, 2022, between EVERGY MISSOURI WEST, INC. (Evergy) f/k/a KANSAS CITY POWER & LIGHT COMPANY (KCP&L) (Grantor), HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Evergy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Clay County, Missouri, in Book 549 at Page 190, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTH LIBERTY STREET, said street right of way being dedicated as part of the plat of CADENCE 3RD 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 LIBERTY 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:

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

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 14 day of July, 2022, before me personally appeared [Signature] 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:

[Signature]
Notary Public

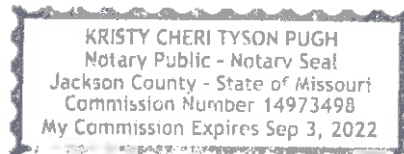


EXHIBIT A PAGE 1

**TRACT E
CADENCE - FIRST PLAT**
INSTRUMENT #
20200017530
BOOK 1 PAGE 102.1

MISSOURI PUBLIC
SERVICE EASEMENT
SUBORDINATION
5,492 SQ. FT. ±
0.13 ACRES ±

UNPLATTED
HUNT MIDWEST REAL
ESTATE DEVELOPMENT, INC

UNPLATTED
HUNT MIDWEST REAL
ESTATE DEVELOPMENT, INC

PLATTE COUNTY
CLAY COUNTY

PROPOSED
CADENCE - THIRD PLAT

SOUTH LINE SW 1/4
SEC. 27-T.52N-R.33W
NORTH LINE NW 1/4
SEC. 34-T.52N-R.33W



DWR: F:\2018\0501-1000\018-0833-D\40-Design\Survey\SRVY\Sheets\Easement_Subordination\KCP\Subordination\V_ESM_Ewery_0180833D.DWG
 USER: mechtfield
 DATE: Sep 02 2021 10:51am

PROJECT NO: 018-0833-D	EASEMENT SUBORDINATION OVERALL	<p>1301 Burlington Street North Kansas City, MO 64116 TEL 816.381.1177 FAX 816.381.1888 www.olsson.com</p>	EXHIBIT
DRAWN BY: SFS	CADENCE - THIRD PLAT		1 of 3
DATE: 2021-09-02	SW 1/4, SEC. 27, T52N, R33W. NW 1/4, SEC.34, T52N, R33W.		

Olsson - Land Surveying - MO 368, KS 114, MO Certificate of Authority-001592

EXHIBIT A PAGE 2

MISSOURI PUBLIC SERVICE EASEMENT SUBORDINATION
5,492 SQ. FT. ±
0.13 ACRES ±



119
PROPOSED
CADENCE -
THIRD PLAT

R=175.00'
L=52.52'
D=17°11'38"
ITB=N4°27'10"E

132
PROPOSED
CADENCE -
THIRD PLAT

N68°43'55"E
50.43'

⊙ 100' MISSOURI PUBLIC SERVICE COMPANY ELECTRIC ESMT BK.189, PG.577 & BK.549, PG.190

TRACT H
CADENCE -
THIRD PLAT

R=225.00'
L=107.67'
D=27°25'03"
ITB=S14°38'45"E

POINT OF BEGINNING

1,243.79'
N68°43'55"E
(DEED, N70°11'00"E)
R=175.00'
L=28.00'
D=9°10'06"

S68°43'55"W
60.93' 133
PROPOSED
CADENCE -
THIRD PLAT

N13°37'15"E
31.51'
118
PROPOSED
CADENCE -
THIRD PLAT

POINT OF COMMENCEMENT
SW CORNER, SW 1/4,
SEC. 27, T52N, R33W



F:\2018\0501-1001\018-0833-0140-Design\Survey\Sheet\Easement Subordination\KCP\Subordination\V_ESM_Energy_0180833D.DWG
 USER: mshfield
 DATE: 2021-09-02 10:51am

PROJECT NO: 018-0833-D	EASEMENT SUBORDINATION EXHIBIT	<p>1301 Burlington Street North Kansas City, MO 64118 TEL 816.261.1177 FAX 816.261.1888 www.olsson.com</p>	EXHIBIT
DRAWN BY: SFS	CADENCE - THIRD PLAT		2 of 3
DATE: 2021-09-02	SW 1/4, SEC. 27, T52N, R33W. NW 1/4, SEC. 34, T52N, R33W.		

Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001882

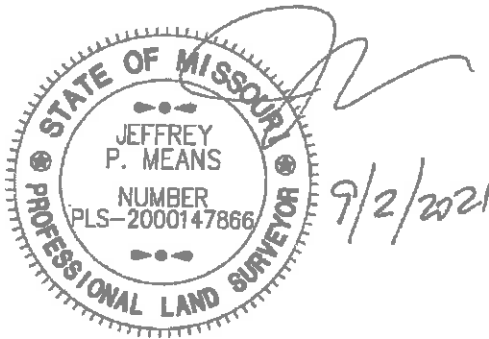
CADENCE - THIRD PLAT
 Olsson No. D18-0833
 MISSOURI PUBLIC SERVICE EASEMENT SUBORDINATION
 SEPTEMBER 02, 2021

EXHIBIT B

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

Easement Subordination Description:

A tract of land in the Southwest Quarter of Section 27 Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, 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 as follows: Commencing at the Southwest corner of said Southwest Quarter; thence North 00°31'52" East on the West line of said Southwest Quarter, 939.69 feet (DEED 939.50 feet) to a point on the centerline of said Missouri Public Service Easement; thence North 68°43'55" East (DEED, North 70°11'00" East) on said Centerline, 1,243.79 feet to the Point of Beginning of the tract of land to be herein described: thence leaving said Centerline, Northerly along a curve to the left having an initial tangent bearing of North 04°27'10" East with a radius of 175.00 feet, a central angle of 17°11'38" and an arc distance of 52.52 feet to a point on the Northerly line of said Missouri Public Service Easement; thence North 68°43'55" East on said Northerly line, 50.43 feet; thence leaving said Northerly line, Southerly along a curve to the right having an initial tangent bearing of South 14°38'45" East with a radius of 225.00 feet, a central angle of 27°25'03" and an arc distance of 107.67 feet to a point on the Southerly line of said Missouri Public Service Easement; thence South 68°43'55" West on said Southerly line, 60.93 feet; thence leaving said Southerly line North 13°37'15" East, 31.51 feet; thence Northerly along a curve to the left being tangent to the last described course with a radius of 175.00 feet, a central angle of 09°10'06" and an arc distance of 28.00 feet to the Point of Beginning. Containing 5,492 square feet or 0.13 acres, more or less.



USER: meahfield
 F:\2018\0501-1000\018-0833-D\40-Design\Survey\SRV\Sheets\Easement Subordination\KCP\Subordination\V_ESM_Every_0180833.DWG
 DATE: 2021-09-02 10:52am

PROJECT NO: 018-0833-D	EASEMENT SUBORDINATION LEGAL	 1301 Burlington Street North Kansas City, MO 64116 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com	EXHIBIT
DRAWN BY: SFS	CADENCE - THIRD PLAT		3 of 3
DATE: 2021-09-02	SW 1/4, SEC. 27, T52N, R33W. NW 1/4, SEC. 34, T52N, R33W.		

Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592

3
60
17

Recorded in Platte County, Missouri

Recording Date/Time: 08/05/2022 at 09:37:57 AM

Instr Number: 2022010973

Book: 1382 Page: 479

Type: DE COV

Pages: 14

Fee: \$60.00 E

KC



Grantor: KANSAS CITY MISSOURI CITY OF

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

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

This Page is Part Of The Document – Do Not Detach

KC Title



Recording Date/Time: 08/04/2022 at 02:38:29 PM

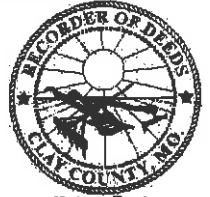
Instr #: 2022025893

Book: 9422 Page: 81

Type: REST

Pages: 13

Fee: \$60.00 S 20220022765



Katee Porter
Recorder of Deeds

Title of Document: Covenant to Maintain Storm Water Detention and BMP Facilities
Plat of Cadence Third Plat

Date of Document: March 29, 2022

Grantor(s): City of Kansas City Missouri

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

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

Legal Description: Cadence-Third Plat

Reference Book and Page(s)

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

Book 1382 Page 479

P/4

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

THIS COVENANT made and entered into this 3 day of SEP, 2022 by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Hunt Midwest Real Estate Development, Inc (**Owner**).

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

WHEREAS, Owner intends to cause the Property to be platted as Plat of Cadence Third 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 114-174 and Tracts H, I, J, and K as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract E of Cadence First Plat, as shown on Exhibit "C", Tract B of Cadence Villas First Plat, as shown on Exhibit "D", Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat, as shown on Exhibit "E", attached hereto, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

Sec. 1. Owner at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat.

- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.
- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2018-088, File No 2021-010, File No 2021-074, and File No 2021-138, respectively.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

Sec. 2. City is granted the right, but is not obligated to enter upon Tracts H & J of Cadence Third Plat in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if Owner fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Lots 114-174 served by the Facilities on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat.
- b. Assess a lien on Tracts H, I, J, and K within the Plat or on the Lots 114-174, or all served by the Facilities on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat;
- c. Maintain suit against Owner, and/or the owner of Tracts H, I, J, and K within the Plat and/or the owners of Lots 114-174 served by the Facilities on Tract E of Cadence First Plat, Tract B of Cadence Villas First Plat, Tracts H & J of Cadence Third Plat, and Tract L of Cadence Detention Plat for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Trace E of Cadence First Plat, Tract B of Cadence Villas First Plat, and Tracts H, I, J, and K and Lots 114-174 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. This covenant shall run with the land legally described in Exhibit "A". Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and

obligations to a third party and such assignment is accepted by the City. Notwithstanding the foregoing, after completion of the Facilities and acceptance thereof by the City, Owner may assign its rights and obligations hereunder to the Cadence Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tracts H, I, J, and K by deed to the Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owner" herein and assume all rights and obligations as Owner as set forth herein. Further, Owner may transfer ownership of Lots 114-174 with the Plat by deed to third parties without obtaining City's acceptance or approval.

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

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

Notices to the City:
 Director of City Planning & Development
 City Hall, 414 East 12th Street
 Kansas City, Missouri 64106
 Fax number: (816) 513-2548

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

Sec. 7. This Agreement shall not be amended, modified, canceled or abrogated without the prior written consent of the City.

Sec. 8. Invalidation of any part or parts of this Covenant by judgment or other court action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Sec. 9. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay and Platte Counties, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

Sec. 11. Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or

expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

City Clerk

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 29 day of March, 2022, before me, the undersigned, a notary public in and for the county and state aforesaid, came [Signature], 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 [Signature], City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]
Notary Public

My Commission Expires: September 3, 2022

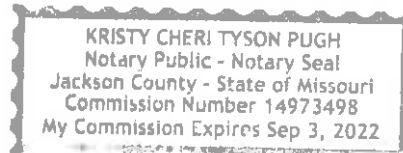


EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land in the Northwest Quarter of Section 34 and Southwest Quarter of Section 27, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay and Platte County Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092 as follows: Beginning at the Southwest corner of said Southwest Quarter, also being the Northwest corner of said Northwest Quarter; thence South 89°42'25" East, on the North line of said Northwest Quarter, also being the South line of said Southwest Quarter, 50.00 feet; thence leaving said North and South line, South 00°36'17" West, 120.68 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South 60°36'35" East with a radius of 25.00 feet, a central angle of 28°55'24" and an arc distance of 12.62 feet; thence South 89°31'59" East, 2.07 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South 89°31'45" East with a radius of 466.63 feet, a central angle of 21°35'39" and an arc distance of 175.87 feet; thence Easterly, along a curve to the right, having an initial tangent bearing of North 68°56'54" East with a radius of 2,233.00 feet, a central angle of 02°58'03" and an arc distance of 115.65 feet; thence North 75°09'52" East, 75.31 feet; thence Easterly, along a curve to the right, having an initial tangent bearing of North 73°50'53" East with a radius of 2,230.00 feet, a central angle of 03°59'22" and an arc distance of 155.28 feet; thence Easterly, along a curve to the right, having a common tangent with the last described course with a radius of 2,000.00 feet, a central angle of 05°33'38" and an arc distance of 194.10 feet; thence Northeasterly, along a curve to the left, having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 83°14'11" and an arc distance of 21.79 feet; thence North 00°09'42" East, 129.10 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 235.34 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 230.00 feet; thence Northwesterly, along a curve to the left being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 15.80 feet; thence Northerly, along a curve to the right, being tangent to the last described course with a radius of 206.00 feet, a central angle of 28°47'19" and an arc distance of 103.51 feet; thence North 89°50'18" West, 150.46 feet to a point on the West line of the Fractional Southwest Quarter; thence North 00°09'42" East, on said West line, 135.87 feet to the Southeast corner of proposed CADENCE VILLAS - FIRST PLAT; thence continuing North 00°09'42" East along said West line and Easterly line of said CADENCE VILLAS - FIRST PLAT, 109.72 feet; thence leaving said West line, South 68°43'41" West along said Easterly line; thence North 00°09'42" East, along said Easterly line, 399.71 feet; thence South 89°50'18" East along said Easterly line, 16.69 feet to a point on said West line of said Fractional Southwest Quarter; thence North 00°09'42" East along said Easterly line and said West line, 235.23 feet to a point on the Westerly line of CADENCE - FIRST PLAT, a subdivision of land in said Kansas City, Clay County recorded as Instrument Number 2020017530 in Book I at Page 102.1 in Clay County Recorder of Deeds Office; thence leaving said West and said Easterly lines, South 89°50'18" East, along said Westerly line, 48.65 feet; thence North 63°54'29" East, along said Westerly line, 50.14 feet; thence North 51°02'19" East, along said Westerly line, 180.49 feet; thence South 39°59'36" East, along said Westerly line, 265.78 feet; thence South 52°27'53" East, along said Westerly line, 440.03 feet to the Southwest corner of said CADENCE - FIRST PLAT; thence North 68°43'55" East, along the Southerly line of said CADENCE - FIRST PLAT, 5.00 feet to the Northwest corner of proposed CADENCE - SECOND PLAT; thence South 23°37'45" East, along the Westerly line of said CADENCE - SECOND PLAT, 100.23 feet; thence leaving said Westerly line, South 68°43'27" West, 104.57 feet; thence South 02°06'12"E, 303.24 feet; thence South 13°50'16"West, 76.80 feet; thence South 01°05'53" West, 93.11 feet; thence South 16°01'55" West, 291.76 feet; thence South 00°09'42" West, 601.08 feet; thence North 89°50'18" West, 129.65 feet; thence Southeasterly along a curve to the left having an initial

tangent bearing of South 12°17'30" East with a radius of 15.00 feet, a central angle of 74°53'45" and an arc distance of 19.61 feet; thence South 00°14'54" East, 50.07 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of North 87°07'01" West with a radius of 2,175.00 feet, a central angle of 03°04'36" and an arc distance of 116.79 feet; thence Westerly, along a curve to the left, having a common tangent with the last described course with a radius of 987.00 feet, a central angle of 04°59'36" and an arc distance of 86.02 feet; thence South 84°48'47" West, 82.79 feet; thence Westerly, along a curve to the left, being tangent to the last described course with a radius of 2,000.00 feet, a central angle of 01°15'08" and an arc distance of 43.71 feet; thence South 83°33'39" West, 24.34 feet; thence Westerly, along a curve to the left being tangent to the last described course with a radius of 2,170.00 feet, a central angle of 08°51'14" and an arc distance of 335.33 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of South 73°21'36" West with a radius of 987.00 feet, a central angle of 02°00'08" and an arc distance of 34.49 feet; thence South 71°21'29" West, 71.14 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of South 71°55'00" West with a radius of 2,167.00 feet, a central angle of 02°58'03" and an arc distance of 112.23 feet; thence Westerly, along a curve to the right, having an initial tangent bearing of South 68°52'53" West with a radius of 532.63 feet, a central angle of 21°35'22" and an arc distance of 200.70 feet; thence North 89°31'59" West, 2.36 feet; thence Westerly, along a curve to the left, being tangent to the last described course with a radius of 25.00 feet, a central angle of 28°37'20" and an arc distance of 12.49 feet; thence South 00°36'17" West, 123.91 feet; thence North 89°23'43" West, 50.00 feet to a point on West line of said Northwest Quarter; thence North 00°36'17" East, on said West line, 316.50 feet to the Point of Beginning. Containing 1,161,825 square feet or 26.67 acres, more or less.

EXHIBIT "B"

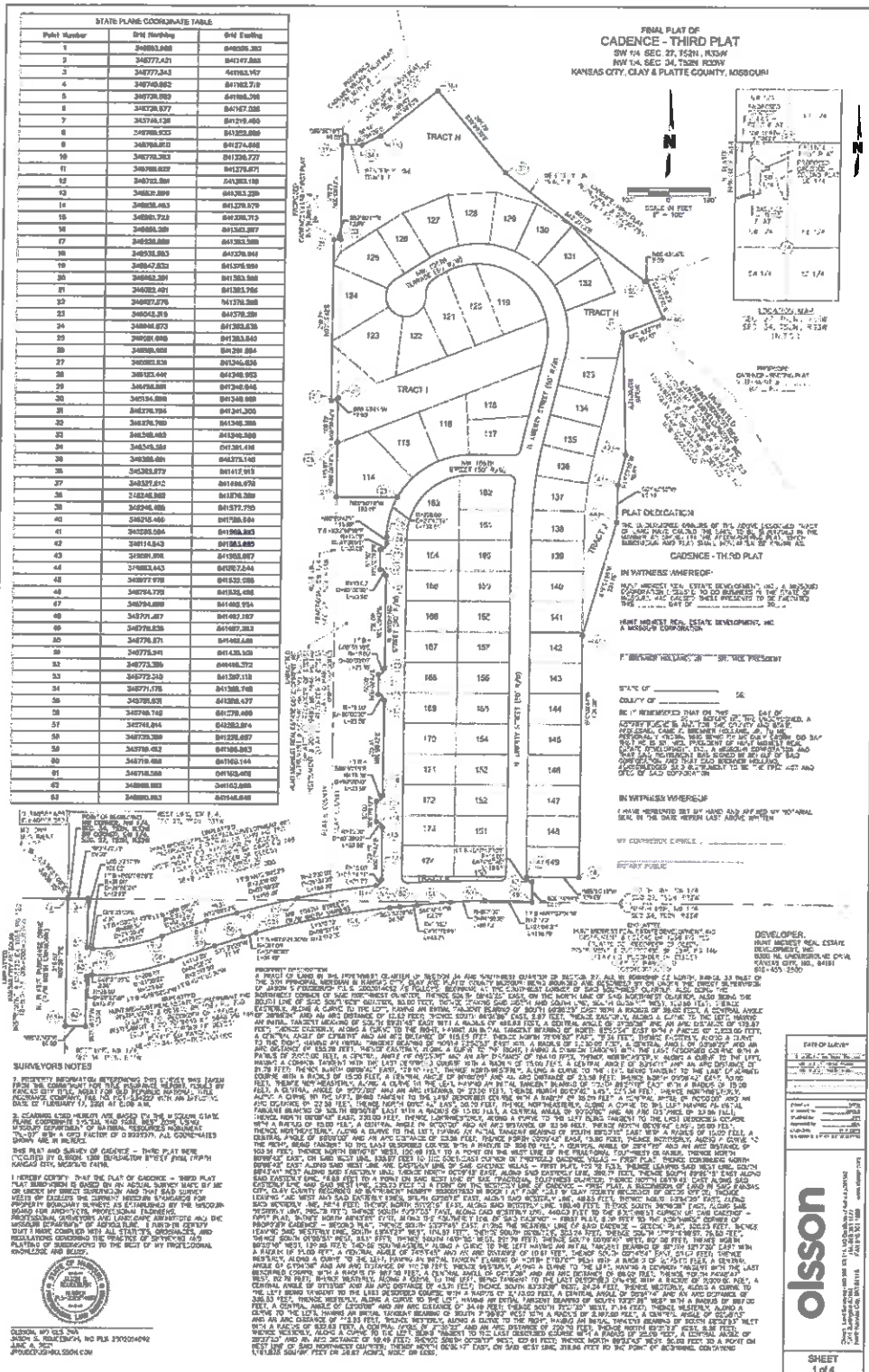


EXHIBIT "D"

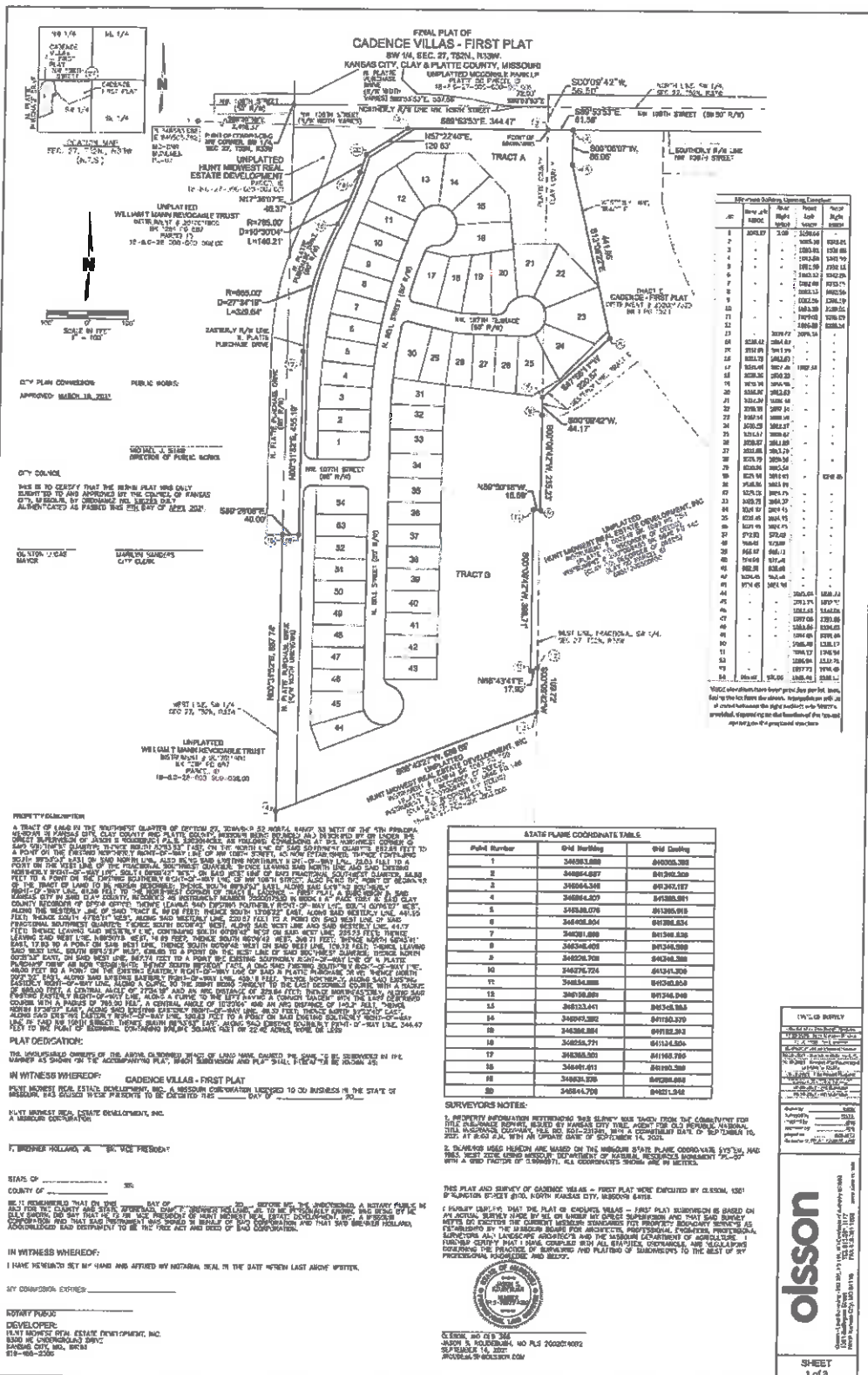
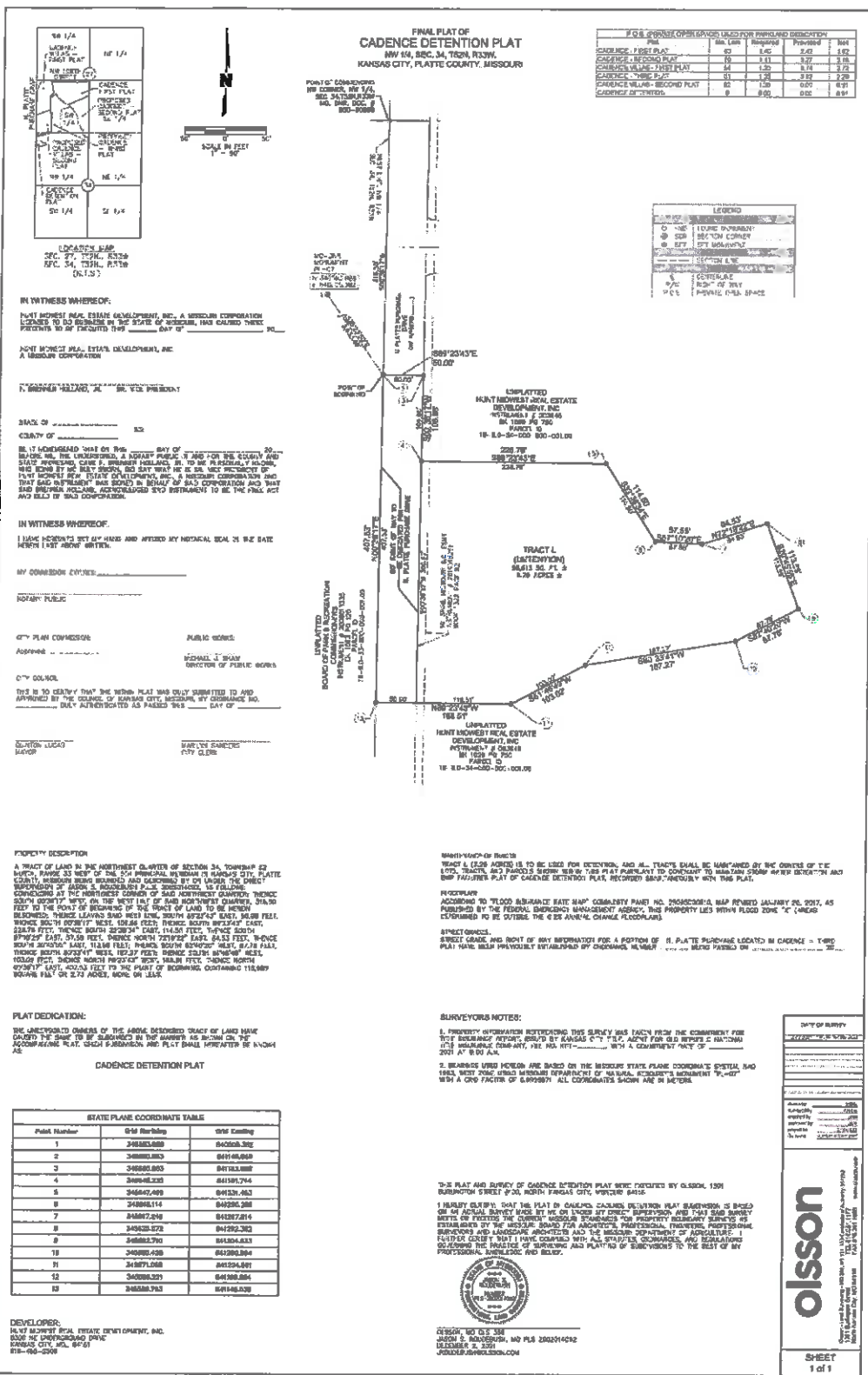


EXHIBIT "E"



Recorded in Platte County, Missouri

Recording Date/Time: 08/05/2022 at 09:37:57 AM

Instr Number: 2022010974

Book: 1382 Page: 480

Type: DE DEC

Pages: 11

Fee: \$51.00 E



Grantor: HUNT MIDWEST REAL ESTATE DEVELOPMEN...

Grantee: HUNT MIDWEST REAL ESTATE DEVELOPMEN...



KC

Gloria Boyer,
Recorder of Deeds

PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per
compliance with State law under Exempt Status.
RSMo 59.310.4 (effective January 1, 2002)

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

This Page is Part Of The Document -- Do Not Detach

KC Title



Recording Date/Time: 08/04/2022 at 02:38:29 PM

Instr #: 2022025894

Book: 9422 Page: 82

Type: REST

Pages: 10

Fee: \$51.00 S 20220022765



Katee Porter
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

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

Document Date: March 22, 2022

Grantor Names: Hunt Midwest Real Estate Development, Inc.

Grantee Names: Hunt Midwest Real Estate Development, Inc.

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

Legal Descriptions: See Exhibits B and C attached hereto

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

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

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

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

Plu

RECITALS:

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

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

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

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

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

F. On July 6th, 2022, Developer executed that certain subdivision plat entitled "CADENCE – THIRD PLAT" (the "Cadence Third Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT B** attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon and as identified on **EXHIBIT C** attached to this Supplemental Declaration (the "Third Expansion Property"), which Cadence Third Plat was approved on August 19 2021, 2022, by the City Council of the City, and was recorded on August 4th, 2022, under Document No. 2022025891, in Cabinet I, at Sleeve 184.1, in the Clay County Recorder's Office and was recorded on AUGUST 5, 2022, under Document No. 2022010971, in Cabinet 22, at Sleeve 389, in the Platte County Recorder's Office.

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

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

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

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

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

1. **Exercise of Right to Expand.** Developer hereby exercises its unilateral right to expand the Property to include the additional Lots (i.e., Cadence Third Plat Lots), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Third Expansion Property.
2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Cadence Third Plat and this Supplemental Declaration of record in the Clay County Recorder's Office and of record in the Platte County Recorder's Office. Recording of the Cadence Third Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the Third Expansion Property.
3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Cadence Third Plat and this Supplemental Declaration to include the Third Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in the Plat described in the Declaration, all subsequent Plats, the Cadence Third Plat Lots in the Cadence Third Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.
4. **Declaration Operative on New Lots, Tracts, Common Areas and Restricted Common Areas.** The new Cadence Third Plat Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Third Expansion Property shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Cadence Third Plat and this Supplemental Declaration in the Clay County Recorder's Office and the Platte County Recorder's Office.
5. **Use and Maintenance of Any Private Open Space, Storm Water Detention Tract and Common Areas.** Any private open space, storm water detention tract or other Common Areas shown on or in the Cadence Third Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, storm water detention tract or Common Areas or any combination thereof, as applicable.
6. **Fencing Restriction on Restricted Lots.** The Owners of Lots 149, 150 and 174 of the Cadence Third Plat (the "Restricted Lots") are hereby subjected to the following:
 - (a) Any fencing on such Restricted Lots, as set forth below, shall be constructed of only wrought iron (or aluminum or steel simulations thereof), no more than four (4) feet in height, and shall not have double gates or gates exceeding five (5) feet in width, as set forth in the fencing guidelines established from time to time by the Review Committee and no other fencing of any type shall be permitted thereon; and

(b) Such fencing shall be permitted only at locations on such Restricted Lots as are approved in advance by the Review Committee upon application of a Lot Owner affected hereby.

The construction methods, materials and location of fences so permitted on the Restricted Lots shall harmonize with the external design of the Single Family Residence, Attached Patio Homes and Attached Townhomes in the Subdivision. No wire, chain link, wood, plastic, polymer or other types of fences shall be permitted (except for privacy fencing in certain areas which may be wood, plastic or polymer materials as approved in advance by the Review Committee). Under no circumstances shall any fence on any Restricted Lot be permitted in violation of restrictions in any Plat of the Subdivision or any ordinance approving any Plat or any other Plat affecting the Property. No fence shall be placed in front of the rear wall of the Single Family Residence. The total number and location of gates are subject to the prior written Review Committee approval.

7. **Ratification of Declaration**. The Developer, on behalf of itself and as the holder of a majority of the votes possible to be cast under the Declaration, hereby ratifies, affirms and confirms all covenants, conditions, restrictions and easements contained in the Declaration, which covenants, conditions and provisions shall run with the land and be binding upon the Owners, including the Developer, and their respective heirs, personal representatives, successors, transferees and assigns and all other persons or entities having, at any time, any right, title or interest in all, or any part of, the Property and any Lots, Tracts, Common Areas or Restricted Common Areas otherwise subject to the terms hereof.

[Signature Page Follows]

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

DEVELOPER:

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.
a Missouri corporation

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

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

On this 3rd day of March, 2022, before me, the undersigned Notary Public in and for said County and State, personally appeared F. Brenner Holland, Jr., who, being by me first duly sworn, did say that he is a Senior Vice President of Hunt Midwest Real Estate Development, Inc., a Missouri corporation, that he executed the foregoing instrument on behalf of said corporation under and with the authority of its Board of Directors and that he acknowledged that he so executed the same as the free act and deed of said corporation for the purposes therein stated.

Peggy L. Wells
Signature of Notary Public

Peggy L. Wells
Typed or Printed Name of Notary

My Commission expires:

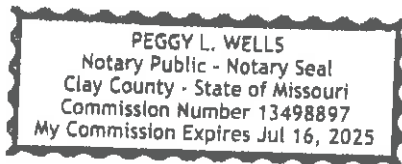


EXHIBIT A
TO
THIRD SUPPLEMENT TO
DECLARATION OF HOMES ASSOCIATION AND
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE

Previous Supplements to Declaration

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

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

Legal Description of Third Expansion Property Prior to Platting:

A tract of land in the Northwest Quarter of Section 34 and Southwest Quarter of Section 27, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay and Platte County Missouri being bounded and described by or under the direct supervision of Jason S Roudebush P.L.S. 2002014092 as follows: Beginning at the Southwest corner of said Southwest Quarter, also being the Northwest corner of said Northwest Quarter; thence South 89°42'25" East, on the North line of said Northwest Quarter, also being the South line of said Southwest Quarter, 50.00 feet; thence leaving said North and South line, South 00°36'17" West, 120.68 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South 60°36'35" East with a radius of 25.00 feet, a central angle of 28°55'24" and an arc distance of 12.62 feet; thence South 89°31'59" East, 2.07 feet; thence Easterly, along a curve to the left, having an initial tangent bearing of South 89°31'45" East with a radius of 466.63 feet, a central angle of 21°35'39" and an arc distance of 175.87 feet; thence Easterly, along a curve to the right, having an initial tangent bearing of North 68°56'54" East with a radius of 2,233.00 feet, a central angle of 02°58'03" and an arc distance of 115.65 feet; thence North 75°09'52" East, 75.31 feet; thence Easterly, along a curve to the right, having an initial tangent bearing of North 73°50'53" East with a radius of 2,230.00 feet, a central angle of 03°59'22" and an arc distance of 155.28 feet; thence Easterly, along a curve to the right, having a common tangent with the last described course with a radius of 2,000.00 feet, a central angle of 05°33'38" and an arc distance of 194.10 feet; thence Northeasterly, along a curve to the left, having a common tangent with the last described course with a radius of 15.00 feet, a central angle of 83°14'11" and an arc distance of 21.79 feet; thence North 00°09'42" East, 129.10 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 235.34 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 230.00 feet; thence Northwesterly, along a curve to the left being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 50.00 feet; thence Northeasterly, along a curve to the left, having an initial tangent bearing of South 89°50'18" East with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 00°09'42" East, 15.80 feet; thence Northerly, along a curve to the right, being tangent to the last described course with a radius of 206.00 feet, a central angle of 28°47'19" and an arc distance of 103.51 feet; thence North 89°50'18" West, 150.46 feet to a point on the West line of the Fractional Southwest Quarter; thence North 00°09'42" East, on said West line, 135.87 feet to the Southeast corner of CADENCE VILLAS - FIRST PLAT, a subdivision of land in said Kansas City in said Clay County and said Platte County recorded as Instrument # 2021046332 in Book I at Page 155.1 in Clay County Recorder of Deeds Office on October 26, 2021 and recorded as Instrument Number 2021020387 in Book 22 at Page 305 and recorded as Instrument Number 2021020387 in Book 22 at Page 305 in Platte County Recorder of Deeds Office on October 27, 2021; thence North 00°09'42" East along said West line and Easterly line of said CADENCE VILLAS - FIRST PLAT, 109.72 feet; thence leaving said West line, South 68°43'41" West along said Easterly line, 17.93 feet; thence North 00°09'42" East, along said Easterly line, 399.71 feet; thence South 89°50'18" East along said Easterly line, 16.69 feet to a point on said West line of said

Fractional Southwest Quarter; thence North 00°09'42" East along said Easterly line and said West line, 235.23 feet to a point on the Westerly line of CADENCE - FIRST PLAT, a subdivision of land in said Kansas City, Clay County recorded as Instrument Number 2020017530 in Book I at Page 102.1 in Clay County Recorder of Deeds Office; thence leaving said West and said Easterly lines, South 89°50'18" East, along said Westerly line, 48.65 feet; thence North 63°54'29" East, along said Westerly line, 50.14 feet; thence North 51°02'19" East, along said Westerly line, 180.49 feet; thence South 39°59'36" East, along said Westerly line, 265.78 feet; thence South 52°27'53" East, along said Westerly line, 440.03 feet to the Southwest corner of said CADENCE - FIRST PLAT; thence North 68°43'55" East, along the Southerly line of said CADENCE - FIRST PLAT, 5.00 feet to the Northwest corner of CADENCE - SECOND PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2022004469 in Book I at Page 161.1 in said Clay County Recorder of Deeds Office; thence South 23°37'45" East, along the Westerly line of said CADENCE - SECOND PLAT, 100.23 feet; thence leaving said Westerly line, South 68°43'27" West, 104.57 feet; thence South 02°06'12"E, 303.24 feet; thence South 13°50'16" West, 76.80 feet; thence South 01°05'53" West, 93.11 feet; thence South 16°01'55" West, 291.76 feet; thence South 00°09'42" West, 601.08 feet; thence North 89°50'18" West, 129.65 feet; thence Southeasterly along a curve to the left having an initial tangent bearing of South 12°17'30" East with a radius of 15.00 feet, a central angle of 74°53'45" and an arc distance of 19.61 feet; thence South 00°14'54" East, 50.07 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of North 87°07'01" West with a radius of 2,175.00 feet, a central angle of 03°04'36" and an arc distance of 116.79 feet; thence Westerly, along a curve to the left, having a common tangent with the last described course with a radius of 987.00 feet, a central angle of 04°59'36" and an arc distance of 86.02 feet; thence South 84°48'47" West, 82.79 feet; thence Westerly, along a curve to the left, being tangent to the last described course with a radius of 2,000.00 feet, a central angle of 01°15'08" and an arc distance of 43.71 feet; thence South 83°33'39" West, 24.34 feet; thence Westerly, along a curve to the left being tangent to the last described course with a radius of 2,170.00 feet, a central angle of 08°51'14" and an arc distance of 335.33 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of South 73°21'36" West with a radius of 987.00 feet, a central angle of 02°00'08" and an arc distance of 34.49 feet; thence South 71°21'29" West, 71.14 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of South 71°55'00" West with a radius of 2,167.00 feet, a central angle of 02°58'03" and an arc distance of 112.23 feet; thence Westerly, along a curve to the right, having an initial tangent bearing of South 68°52'53" West with a radius of 532.63 feet, a central angle of 21°35'22" and an arc distance of 200.70 feet; thence North 89°31'59" West, 2.36 feet; thence Westerly, along a curve to the left, being tangent to the last described course with a radius of 25.00 feet, a central angle of 28°37'20" and an arc distance of 12.49 feet; thence South 00°36'17" West, 123.91 feet; thence North 89°23'43" West, 50.00 feet to a point on West line of said Northwest Quarter; thence North 00°36'17" East, on said West line, 316.50 feet to the Point of Beginning. Containing 1,161,825 square feet or 26.67 acres, more or less.

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

Description of Lots Contained in the Cadence Third Plat

Lots 114 through and including 174, and Tracts H, I, J and K, CADENCE – THIRD PLAT, a subdivision in Kansas City, Clay County and Platte County Missouri.

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

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

Dated this 22 day of march, 2022.



Amy Nelson