



File #: 220651

ORDINANCE NO. 220651

Approving the plat of Davidson Farms, Third Plat, an addition in Clay County, Missouri, on approximately 34.81 acres generally located on the north side of Northeast 76th Street, between North Flintlock on the east and Northeast Shoal Creek Parkway on the west, creating 69 lots and 1 tract for the purpose of a 69 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-2021-00058)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Davidson Farms, Third 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 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 May 3, 2022.

Approved as to form and legality:


Euard Alegre
Associate City Attorney



Authenticated as Passed

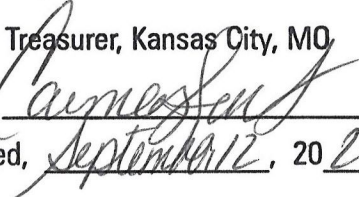

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk
AUG 11 2022

Date Passed

This is to certify that General Taxes for 2023, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO

By 
Dated, September 12, 2024

Recorded in Clay County, Missouri



Recording Date/Time: 09/17/2024 at 02:38:14 PM

Book: 9807 Page: 85

Instr #: 2024021453

Pages: 3

Fee: \$27.00 E

PHELPS ENGINEERING INC

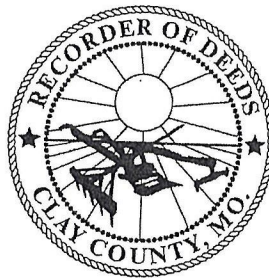


Sandra Brock
Recorder of Deeds

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.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

Recorded in Clay County, Missouri



Recording Date/Time: 09/18/2024 at 03:48:03 PM

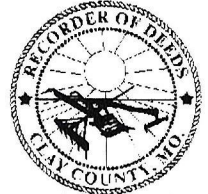
Book: 9808 Page: 85

Instr #: 2024021605

Pages: 2

Fee: \$49.00 N

YDO LLC

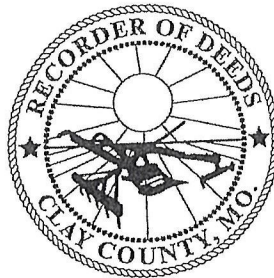


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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RE
YDO LLC
PO BOX 299
LIBERTY, MO 64069

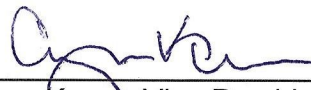
DEED OF RELEASE
(PARTIAL – CHARTERED BANK)

This Deed of Release Witnesseth, that The Central Trust Bank d/b/a Central Bank of the Midwest, a Missouri chartered bank (as successor-in-interest to Platte Valley Bank of Missouri) organized and existing under the laws of the State of Missouri, have/having its principal place of business at 609 N. Highway 291, Lee's Summit, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by YDO, LLC, dated and recorded in the office of the Recorder of Deeds for Clay County, Missouri, as Document No. 2019013516, in Book 8419 at Page 104, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of Final Plat of DAVIDSON FARMS, THIRD PLAT a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2024021457, Book J, Page 52.2, and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 11th day of December, 2023.

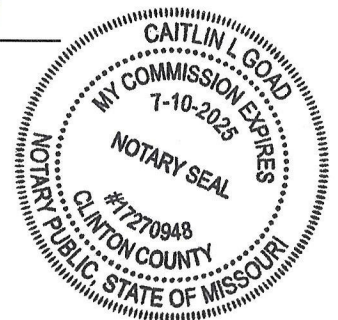
(NO SEAL)

By: 
Cory Kruse Vice President

In the State of Missouri, County of Clay, on this 11th day of December, 2023, before, the undersigned, a Notary Public, in and to me personally known, who being by me duly sworn did say that he/she is the Vice President of the Missouri chartered bank named in the foregoing deed of release, and that said bank has no corporate seal and that said deed of release was signed and sealed in behalf of said bank by authority of its Board of Directors and said Cory Kruse acknowledged said instrument to be the free act and deed of said bank. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.


Notary Public

My commission expires 7-10-25



Recorded in Clay County, Missouri



Recording Date/Time: 09/18/2024 at 03:48:03 PM

Book: 9808 Page: 86

Instr #: 2024021606

Pages: 2

Fee: \$49.00 N

YDO LLC

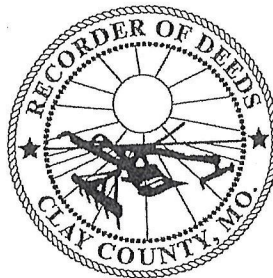


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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RE * SAME

DEED OF RELEASE
(PARTIAL – TRUST)

This Deed of Release Witnesseth, that Daniel G. O'Dell, Trustee of the Daniel G. O'Dell Trust dated 10/16/2001, as amended, a revocable trust, having its principal place of business at 1439 Woodbury, Liberty, Clay County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by YDO, LLC, dated July 11, 2018, and recorded in the office of the Recorder of Deeds for Clay County, Missouri, as Document No. 2018022426 in Book 8237 at Page 51, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

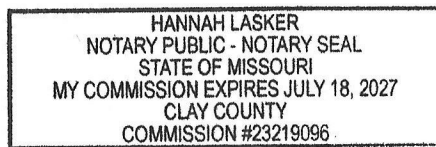
The streets as shown on the plat of Final Plat of DAVIDSON FARMS, THIRD PLAT, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2024021454, Book 5, Page 52.2, and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 11th day of Dec., 2023.

Daniel G. O'Dell Trust
utd 10/16/2001

By: Daniel G. O'Dell
Daniel G. O'Dell,
Sole Trustee

(SEAL)

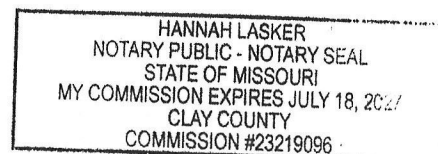


In the State of Missouri, County of Clay, on this 11th day of Dec., 2023, before, the undersigned, a Notary Public, in and to me personally known, who being by me duly sworn did say that he is sole incumbent trustee of the Daniel G. O'Dell Trust utd 10/16/2001 named in the foregoing deed of release, and that said deed of release was signed and sealed in behalf of said trust by its sole incumbent trustee and said Daniel G. O'Dell acknowledged said instrument to be the free act and deed of said revocable trust.

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

Hannah Lasker
Notary Public

My commission expires 07/18/2027



Recorded in Clay County, Missouri



Recording Date/Time: 09/17/2024 at 02:38:14 PM

Book: 9807 Page: 87

Instr #: 2024021456

Pages: 10

Fee: \$73.00 N

PHELPS ENGINEERING INC

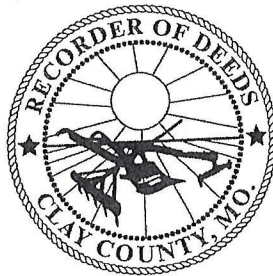


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

This document has been recorded and you have been charged
the \$25.00 non-standard fee pursuant to RSMO 59.310.3
and this certificate has been added to your document in compliance
with the laws of the State of Missouri.



Sandra Brock
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

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

THIS COVENANT made and entered into this 8 day of AUGUST, 2024, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and YDO, LLC, a Missouri limited liability company, (**Owner**), and Davidson Farms Homes Association, Inc, a Missouri non-profit corporation (**HOA**).

WHEREAS, Owner has an interest in certain real estate generally located at N.E. 76th Street and east of N.E. Shoal Creek Parkway in Kansas City, 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 Final Plat of Davidson Farms 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 136-177 and Tracts K and L as shown on Exhibit "B" attached hereto.

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

WHEREAS, the Facilities, located on Tract F of Final Plat Davidson Farms, which is owned and maintained by HOA and specifically described in Exhibit "C" attached hereto and incorporated herein by reference, 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, Owner and HOA 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, HOA and City, for and in consideration of the benefits to themselves, their assigns and future grantees do hereby agree as follows:

Sec. 1. HOA at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract F, Final Plat Davidson Farms.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract F, Final Plat Davidson Farms.
- 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, located on Tract F, Final Plat Davidson Farms to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract F, Final Plat Davidson Farms pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2018-110.
- 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 F, Final Plat Davidson Farms in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if HOA 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 HOA, and/or the owners of Lots 136-177 Davidson Farms Third Plat served by the Facilities located on Tract F, Final Plat Davidson Farms;
- b. Assess a lien on either the Tract F, Final Plat Davidson Farms or on the Lots 136-177 Davidson Farms Third Plat served by the Facilities located on Tract F, Final Plat Davidson Farms;
- c. Maintain suit against HOA, and/or the owner of Tract F, Final Plat Davidson Farms and/or the owners of Lots 136-177 Davidson Farms Third Plat served by the Facilities located on Tract F, Final Plat Davidson Farms for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner, HOA and/or the then-current owners of Tract F, Final Plat Davidson Farms and Lots 136-177 Davidson Farms Third Plat not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. HOA and/or the owner of Tract F, Final Plat Davidson Farms 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" and Exhibit "C". HOA shall remain liable under the terms of this Covenant unless and until HOA assigns its rights and obligations to a third party and such assignment is accepted by the City.

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

Sec. 6. Notices. All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any

other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of notice under this Agreement to the other party in writing, notices shall be directed to the following:

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

Notices to Owner shall be addressed to:
YDO, LLC
Attn: John R. Davis Jr., Authorized Member
1000 Progress Drive #299
Liberty, MO 64069

Notices to HOA shall be addressed to:
Davidson Farms Homes Association, Inc.
Attn: Michael Yeates, President
PO Box 299
Liberty, MO 64069

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 and its respective successors, assigns and transferees.

Sec. 11. Owner and HOA 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, HOA 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: 

Director of City Planning and Development

Approved as to form:



Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 9th day of September, 2024, before me, the undersigned, a notary public in and for the county and state aforesaid, came Mario Vasquez, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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



Notary Public


My Commission Expires:

Jan 23, 2028

MONICA SANDERS Notary Public - Notary Seal STATE OF MISSOURI Jackson County My Commission Expires: Jan. 23, 2028 Commission # 20228246
--

OWNER
YDO, LLC
1000 Progress Drive #299
Liberty, MO 64069
Phone (816) 918-1612

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

By: 
John R. Davis, Jr.

Title: Authorized Member

Date: 8/2/2024

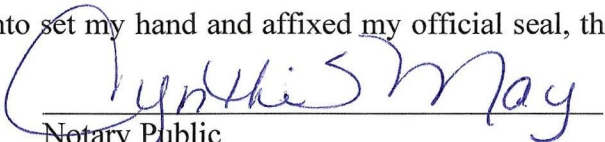
- Check one:
- Sole Proprietor
 - Partnership
 - Corporation
 - Limited Liability Company (LLC)

Attach corporate seal if applicable

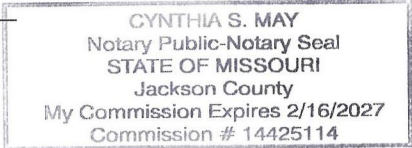
STATE OF MISSOURI)
COUNTY OF Clay) SS

BE IT REMEMBERED, that on the 2nd day of August, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came John R. Davis Jr., to me personally known, who being by me duly sworn did say that he is the Authorized Member of YDO, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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


Notary Public

My commission expires: _____



HOA
Davidson Farms Homes Association, Inc.
PO Box 299
Liberty, MO 64069
Phone (816) 668-0803

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

By: 
Michael Yeates

Title: President

Date: 08/2/2024

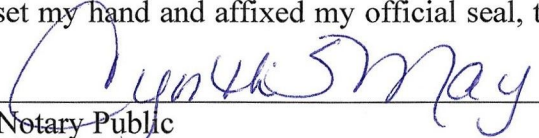
- Check one:
 Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF MISSOURI)
COUNTY OF Clay) SS

BE IT REMEMBERED, that on the 2nd day of August, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came Michael Yeates, to me personally known, who being by me duly sworn did say that he is the President of Davidson Farms Homes Association, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

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


Notary Public

My commission expires: _____

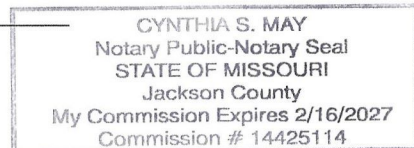


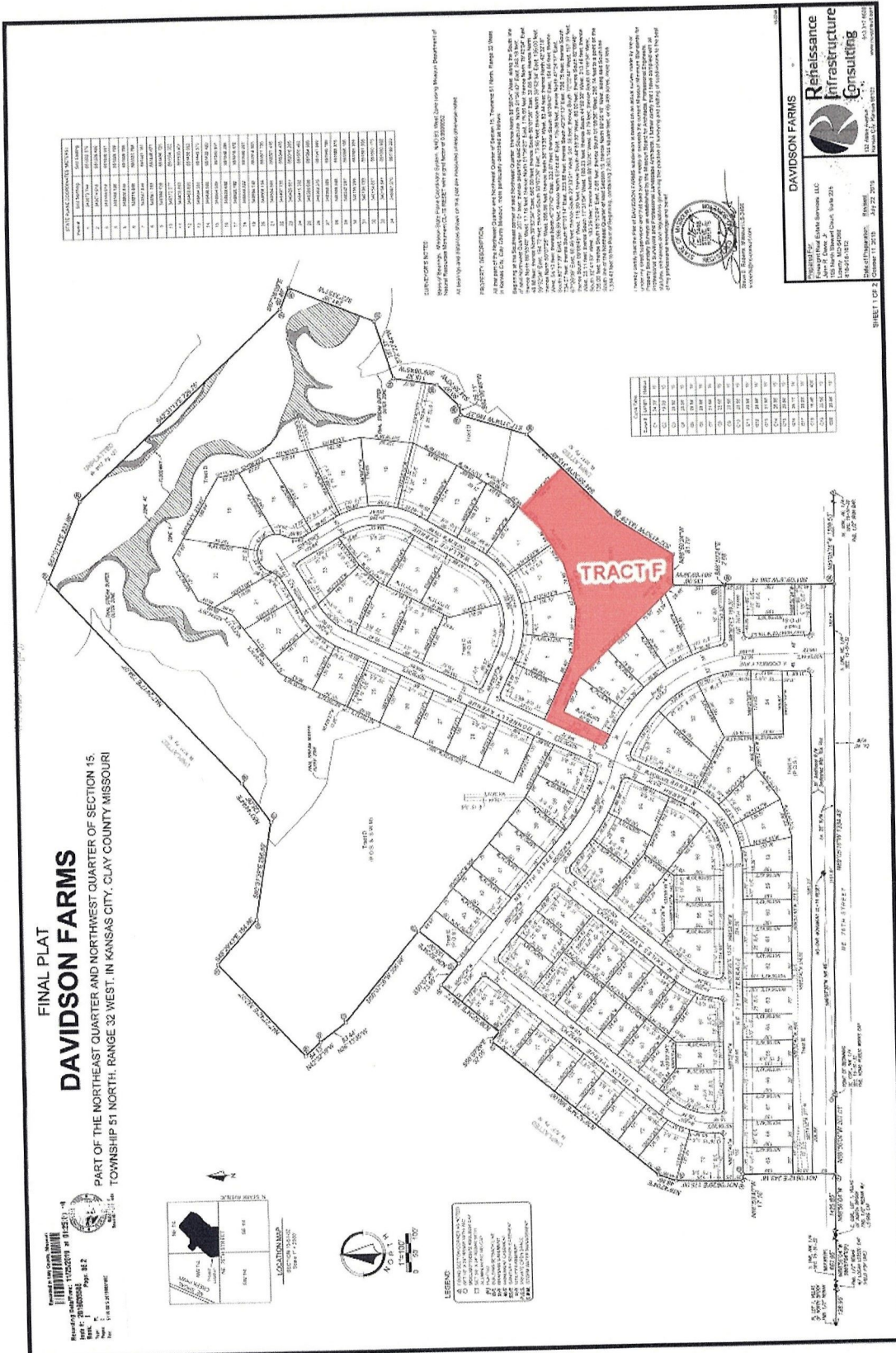
EXHIBIT "A"

All that part of the Northeast Quarter of Section 15 and the Northwest Quarter of Section 14, all in the Township 51 North, Range 32 West, in the City of Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 15; thence N 89°05'16" W, along the South line of the Northeast Quarter of said Section 15, a distance of 911.53 feet to the Point of Beginning; thence continuing N 89°05'16" W, along the South line of the Northeast Quarter of said Section 15, a distance of 398.00 feet to the Southeast plat corner of DAVIDSON FARMS, a platted subdivision of land in the City of Kansas City, Clay County, Missouri; thence along the Easterly plat line of said DAVIDSON FARMS, for the following twelve (12) courses; thence N 1°09'36" E, a distance of 286.74 feet; thence N 88°50'24" W, a distance of 2.68 feet; thence N 1°09'34" E, a distance of 135.00 feet; thence S 88°50'24" E, a distance of 81.79 feet; thence N 32°41'53" E, a distance of 183.29 feet; thence N 44°55'30" E, a distance of 313.48 feet; thence N 17°31'04" E, a distance of 180.23 feet; thence N 82°06'48" E, a distance of 25.11 feet; thence N 44°55'30" E, a distance of 80.00 feet; thence N 9°08'45" E, a distance of 115.30 feet; thence N 72°22'44" E, a distance of 157.37 feet; thence N 22°33'51" E, a distance of 241.38 feet to the Northeast plat corner of DAVIDSON FARMS; thence S 67°26'09" E, a distance of 231.02 feet; thence S 87°16'05" E, a distance of 381.77 feet; thence S 48°19'48" E, a distance of 632.36 feet; thence S 54°35'15" W, a distance of 507.00 feet; thence N 35°24'45" W, a distance of 163.10 feet; thence N 65°00'00" W, a distance of 258.57 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 12°39'54" E and a radius of 175.00 feet, an arc distance of 31.66 feet; thence S 89°30'00" W, a distance of 149.79 feet; thence S 0°30'00" E, a distance of 32.10 feet; thence S 61°10'26" W, a distance of 160.38 feet; thence S 52°58'12" W, a distance of 62.52 feet; thence S 48°17'09" W, a distance of 158.37 feet; thence S 44°55'30" W, a distance of 281.27 feet; thence N 88°50'24" W, a distance of 83.71 feet; thence S 1°09'36" W, a distance of 135.00 feet; thence S 88°50'24" E, a distance of 13.25 feet; thence S 1°09'36" W, a distance of 285.02 feet to the Point of Beginning, containing 21.9381 acres, more or less.

EXHIBIT "C"

Tract F, Final Plat Davidson Farms, a subdivision in Kansas City, Clay County, Missouri





Recording Date/Time: 09/17/2024 at 02:38:14 PM

Book: 9807 Page: 86

Instr #: 2024021455

Pages: 9

Fee: \$48.00 S

PHELPS ENGINEERING INC



Sandra Brock
Recorder of Deeds

Above Reserved for Use by Recorder of Deeds
**Supplemental Declaration for
Declaration of Covenants, Restrictions, Easements
Charges, Assessments and Liens for
Davidson Farms
(with Amendments)**

Reference Books and Pages:

Book 8553 at Page 68

Book 9117 at Page 182

Book 9490 at Page 13

Legal Descriptions:

Pages 4 through 9, inclusive

This Supplemental Declaration (“Supplemental Declaration”) is made as of 8/2/2024, 2024, by YDO, LLC, a Missouri limited liability company whose address is 1000 Progress Drive #299, Liberty, MO 64069 (hereinafter “Developer”, “Grantor” and “Grantee”).

Whereas, on or about November 25, 2019, Developer caused recordation of that certain Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Davidson Farms (“Declaration”) covering real property (“Property”) legally described in **Exhibit A** attached hereto. The Declaration was recorded as Document Number 2019035591, Book 8553, Page 68, Clay County Recorder of Deeds; and

Whereas, on or about July 19, 2021, Developer caused recordation of that certain Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Davidson Farms (“First Supplemental Declaration”) covering real property (“Second Plat Property”) legally described in **Exhibit B** attached hereto. The First Supplemental Declaration was recorded as Document Number 2021031098, Book 9117, Page 182, Clay County Recorder of Deeds; and

Whereas, on or about December 8, 2022, Developer caused recordation of that certain Supplemental Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Davidson Farms (“Second Supplemental Declaration”) covering real property legally described in both **Exhibit A** and **Exhibit B** attached hereto. The Second Supplemental Declaration was recorded as Document Number 2022038227, Book 9490, Page 13, Clay County Recorder of Deeds; and

Whereas, the Declaration has not otherwise been amended, modified or supplemented in any respect; and

Whereas, Article XI of the Declaration provides that Developer may annex property into the Declaration so long as same is in an area defined in the Declaration as being eligible for annexation.

Whereas, Developer is the owner of certain land (“Annexation Property”) which is in an area defined as being so eligible for annexation, which said Annexation Property is legally described in **Exhibit C** attached hereto.

Whereas, Article IX of the Declaration grants Developer the right to amend the Declaration under circumstances therein described.

Whereas, Developer desires to annex the Annexation Property into the Declaration, and to amend the Declaration in conjunction therewith.

Now Therefore, the Developer hereby declares that the Annexation Property shall be held, sold, used and conveyed subject to the covenants, restrictions, easements, charges and liens of the Declaration, all of which are for the purpose of promoting the common good and general welfare of all Owners and thereby enhancing and protecting the value, desirability and attractiveness of such land. These covenants, restrictions, easements, charges, assessments and liens shall run with such land and with the title to such land and shall be binding on all parties having or acquiring any right, title or interest in such land or any part thereof, subject to the limitations herein provided, and shall inure to the benefit of each Owner, and such Owner’s heirs, grantees, distributees, personal representatives, successors and assigns, the Association and the Developer.

Article 1 Incorporation by Reference

Except to the extent expressly inconsistent herewith, all definitions contained in the Declaration, and all terms of the Declaration, are incorporated by reference herein.

Article 2 Amendments

Except to the extent expressly inconsistent herewith, all definitions contained in the Declaration, and all terms of the Declaration, are incorporated by reference herein except that:

1. The “Declaration” shall include the original Declaration as well as this and any prior or subsequent Supplemental Declaration.
2. The “Property” shall be that real property described, in the aggregate, in **Exhibit A and Exhibit B and Exhibit C**, attached hereto, and such additional property as may hereafter be subjected to the terms of the Declaration pursuant to one of more subsequent Supplemental Declarations.
3. The “Common Property” defined in the Declaration shall include those Tracts set forth in **Exhibit D** attached hereto, and improvements located or to be located thereon.
4. “Tier 1 Lot” means a Lot designated as a “Tier 1 Lot” on **Exhibit E** attached hereto or on any Supplemental Declaration by which additional Lots are added to the Declaration and the Property, as expanded by this Supplemental Declaration.
5. “Tier 2 Lot” means a Lot designated as a “Tier 2 Lot” on **Exhibit E** attached hereto or on any Supplemental Declaration by which additional Lots are added to the Declaration and the Property, as expanded by this Supplemental Declaration.
6. “Tier 3 Lot” means a Lot designated as a “Tier 3 Lot” on **Exhibit E** attached hereto or on any Supplemental Declaration by which additional Lots are added to the Declaration and the Property, as expanded by this Supplemental Declaration.
7. **Exhibit F** attached hereto describes those Lots in the Property described in **Exhibit A and Exhibit B and Exhibit C** upon which the Owners of such Lots are required to construct the ESTS thereon

Article 3

Expansion of Declaration-Annexation of Property

The Declaration, and all provisions thereof, is hereby extended to bind, burden and extend to each and every part of the Property and the Annexation Property, the same as if each and every part of the Property and the Annexation Property had originally been made subject to the Declaration and had been therein defined as the "Property". Without limiting the generality of the foregoing, each owner of the Annexation Property shall be required to be, become and remain at all times a member of Davidson Farms Homes Association, Inc., a Missouri nonprofit corporation, with corresponding duties to pay annual and special assessments as provided in the Declaration, as amended and supplemented.

Article 4

Ratification and Confirmation

In all other respects, the Declaration is ratified and confirmed.

In Witness Whereof, this instrument has been executed by the Developer on the day and year first above written.

YDO, LLC,
A Missouri limited liability company

By: 
John R. Davis, Jr.,
Authorized Member

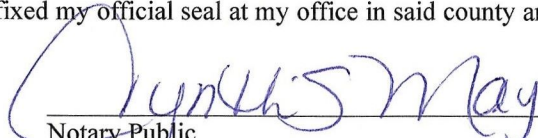
**Missouri Acknowledgment-Limited Liability Company
(Member Managed)**

State of Missouri)
County of Clay)

On 8-2-, 2024, before me, the undersigned, a Notary Public, personally appeared John R. Davis, Jr., to me known, who, being by me duly sworn, did say that he/she is the duly authorized agent of YDO, LLC, a limited liability company, and that said instrument was signed in behalf of said limited liability company, a member-managed limited liability company, by authority of the members and in accordance with its Articles of Organization and Operating Agreement, and the said John R. Davis, Jr. acknowledged that he/she executed the same as the free act and deed of such limited liability company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state, the day and year last above written.

My Commission Expires:


Notary Public

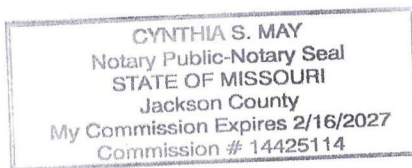


Exhibit A

(Original Property)

All that part of the Northeast Quarter and Northwest Quarter of Section 15, Township 51 North, Range 32 West, in Kansas City, Clay County Missouri, more particularly described as follows: Beginning at the Southeast corner of said Northwest Quarter; thence North 88°56'04" West, along the South line of said Northwest Quarter, 207.01 feet; thence departing said South line, North 01°06'42" East, 243.18 feet; thence North 88°53'40" West, 17.16 feet; thence North 01°06'20" East, 175.00 feet; thence North 19°42'04" East, 48.86 feet; thence North 39°52'34" East, 560.00 feet; thence South 50°07'26" East, 32.05 feet; thence North 39°52'34" East, 194.72 feet; thence South 50°07'26" East, 73.95 feet; thence North 39°52'34" East, 135.00 feet; thence North 50°07'26" West, 306.98 feet; thence North 36°13'35" West, 83.44 feet; thence North 42°32'18" West, 54.13 feet; thence North 47°27'42" East, 332.07 feet; thence South 48°29'43" East, 154.86 feet; thence South 80°31'39" East, 256.59 feet; thence North 53°44'44" East, 125.06 feet; thence North 47°24'17" East, 734.07 feet; thence South 67°01'14" East, 223.88 feet; thence South 42°31'13" East, 726.75 feet; thence South 67°26'09" East, 60.46 feet; thence South 22°33'51" West, 241.38 feet; thence South 72°22'44" West, 157.37 feet; thence South 09°08'45" West, 115.30 feet; thence South 44°55'30" West, 80.00 feet; thence South 82°06'48" West, 25.11 feet; thence South 17°31'04" West, 180.23 feet; thence South 44°55'30" West, 313.48 feet; thence South 32°41'53" West, 183.29 feet; thence North 88°50'24" West, 81.79 feet; thence South 01°09'36" West, 135.00 feet; thence South 88°50'24" East, 2.68 feet; thence South 01°09'36" West, 286.74 feet to a point on the South line of the Northeast Quarter of said Section 15; thence North 89°05'16" West, along said South line, 1,334.43 feet to the Point of Beginning, containing 2,853,144 square feet, or 65.499 acres, more or less.

The foregoing Property is also known as all of Lots 1 through 99, inclusive, and Tracts A through F, inclusive, Final Plat **DAVIDSON FARMS**, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof (together with any portions described in that plat as having been dedicated for public or quasi-public use).

End of Exhibit

Exhibit B
(Second Plat Property)

All that part of the Northwest Quarter and Northeast Quarter of Section 15, Township 51 North, Range 32 West, in the City of Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 15, said point also being an angle point on the South plat line of DAVIDSON FARMS, a platted subdivision of land in the City of Kansas City, Clay County, Missouri; thence N 88°56'04" W, along the South line of the Northwest Quarter of said Section 15 and the South plat line of said DAVIDSON FARMS, a distance of 207.01 feet to the Southwest plat corner of said DAVIDSON FARMS, said point also being the point of beginning; thence continuing N 88°56'04" W, along the South line of the Northwest Quarter of said Section 15, a distance of 446.07 feet; thence N 1°03'44" E, a distance of 205.36 feet; thence N 4°25'44" E, a distance of 85.11 feet; thence N 1°03'39" E, a distance of 88.21 feet; thence N 32°12'41" E, a distance of 249.94 feet; thence S 52°42'50" E, a distance of 17.47 feet; thence N 35°57'03" E, a distance of 204.71 feet; thence Southeasterly on a curve to the right, said curve having an initial tangent bearing of S 62°47'16" E and a radius of 325.00 feet, an arc distance of 11.05 feet; thence N 39°52'34" E, a distance of 304.61 feet; thence S 50°07'26" E, a distance of 41.00 feet; thence N 39°52'34" E, a distance of 134.40 feet; thence N 50°07'26" W, a distance of 70.00 feet; thence N 39°52'34" E, a distance of 134.56 feet; thence Northwesterly on a curve to the right, said curve having an initial tangent bearing of N 48°36'30" W and a radius of 433.00 feet, an arc distance of 59.80 feet; thence N 49°18'17" E, a distance of 231.51 feet; thence S 42°32'18" E, a distance of 23.07 feet to an angle point on the Westerly plat line of said DAVIDSON FARMS; thence along the Westerly plat line of said DAVIDSON FARMS, for the following twelve (12) courses; thence continuing S 42°32'18" E, a distance of 54.13 feet; thence S 36°13'35" E, a distance of 83.44 feet; thence S 50°07'26" E, a distance of 306.98 feet; thence S 39°52'34" W, a distance of 135.00 feet to a point on the Northerly right-of-way line of NE 77th Street, as now established; thence N 50°07'26" W, along the Northerly right-of-way line of said NE 77th Street, a distance of 73.94 feet; thence S 39°52'34" W, a distance of 194.72 feet; thence N 50°07'26" W, a distance of 32.05 feet; thence S 39°52'34" W, a distance of 560.00 feet; thence S 19°42'04" W, a distance of 48.86 feet; thence S 1°06'20" W, a distance of 175.00 feet to a point on the South right-of-way line of NE 76th Terrace, as now established; thence S 88°53'40" E, along the South right-of-way line of said NE 76th Terrace, a distance of 17.16 feet; thence S 1°06'42" W, a distance of 243.18 feet to the point of beginning, containing 12.6374 acres, more or less.

The foregoing Property is also known (after recordation of the final plat for same) as all of Lots 100 through 135, inclusive, and Tracts G through J, inclusive, Final Plat of **DAVIDSON FARMS, SECOND PLAT** a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof (together with any portions described in that plat as having been dedicated for public or quasi-public use).

End of Exhibit

Exhibit C
(Annexation Property)

All that part of the Northeast Quarter of Section 15 and the Northwest Quarter of Section 14, all in the Township 51 North, Range 32 West, in the City of Kansas City, Clay County, Missouri, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 15; thence N 89°05'16" W, along the South line of the Northeast Quarter of said Section 15, a distance of 911.53 feet to the Point of Beginning; thence continuing N 89°05'16" W, along the South line of the Northeast Quarter of said Section 15, a distance of 398.00 feet to the Southeast plat corner of DAVIDSON FARMS, a platted subdivision of land in the City of Kansas City, Clay County, Missouri; thence along the Easterly plat line of said DAVIDSON FARMS, for the following twelve (12) courses; thence N 1°09'36" E, a distance of 286.74 feet; thence N 88°50'24" W, a distance of 2.68 feet; thence N 1°09'34" E, a distance of 135.00 feet; thence S 88°50'24" E, a distance of 81.79 feet; thence N 32°41'53" E, a distance of 183.29 feet; thence N 44°55'30" E, a distance of 313.48 feet; thence N 17°31'04" E, a distance of 180.23 feet; thence N 82°06'48" E, a distance of 25.11 feet; thence N 44°55'30" E, a distance of 80.00 feet; thence N 9°08'45" E, a distance of 115.30 feet; thence N 72°22'44" E, a distance of 157.37 feet; thence N 22°33'51" E, a distance of 241.38 feet to the Northeast plat corner of DAVIDSON FARMS; thence S 67°26'09" E, a distance of 231.02 feet; thence S 87°16'05" E, a distance of 381.77 feet; thence S 48°19'48" E, a distance of 632.36 feet; thence S 54°35'15" W, a distance of 507.00 feet; thence N 35°24'45" W, a distance of 163.10 feet; thence N 65°00'00" W, a distance of 258.57 feet; thence Northerly on a curve to the left, said curve having an initial tangent bearing of N 12°39'54" E and a radius of 175.00 feet, an arc distance of 31.66 feet; thence S 89°30'00" W, a distance of 149.79 feet; thence S 0°30'00" E, a distance of 32.10 feet; thence S 61°10'26" W, a distance of 160.38 feet; thence S 52°58'12" W, a distance of 62.52 feet; thence S 48°17'09" W, a distance of 158.37 feet; thence S 44°55'30" W, a distance of 281.27 feet; thence N 88°50'24" W, a distance of 83.71 feet; thence S 1°09'36" W, a distance of 135.00 feet; thence S 88°50'24" E, a distance of 13.25 feet; thence S 1°09'36" W, a distance of 285.02 feet to the Point of Beginning, containing 21.9381 acres, more or less.

The foregoing Property is also known (after recordation of the final plat for same) as all of Lots 136 through 177, inclusive, and Tracts K and L, inclusive, Final Plat of **DAVIDSON FARMS, THIRD PLAT** a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof (together with any portions described in that plat as having been dedicated for public or quasi-public use).

Exhibit D
(Common Property Tracts)

Tracts A, B, C, D, E and F, Final Plat DAVIDSON FARMS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof; and

Tracts G, H, I, and J, Final Plat of DAVIDSON FARMS, SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof; and

Tracts K and L, Final Plat of DAVIDSON FARMS, THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof

End of Exhibit

Exhibit E
(Lot Tiers)

For purposes of this Declaration, as amended:

The Tier 1 Lots are designated as follows:

Lots 55 through 99, inclusive, Final Plat DAVIDSON FARMS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof; and

Lots 102 through 127, inclusive, Final Plat of DAVIDSON FARMS, SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

The Tier 2 Lots are designated as follows:

Lots 1 through 6, inclusive, and Lots 37 through 43, inclusive, and Lots 44 through 54, inclusive, Final Plat DAVIDSON FARMS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof; and

Lots 100 through 101, inclusive, and Lots 128 through 129, inclusive, and Lots 130 through 135, inclusive, Final Plat of DAVIDSON FARMS, SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof; and

Lots 136 through 177, inclusive, Final Plat of DAVIDSON FARMS, THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

The Tier 3 Lots are designated as follows:

Lots 7 through 36, inclusive, Final Plat DAVIDSON FARMS, a subdivision in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

End of Exhibit

Exhibit F
(Lots Impacted by ESTS)

The Lots in the Property upon which the Enhanced Sidewalk Trail System (and ESTS) is located or to be located are described as follows:

Lots 1 through 6, inclusive, and Lots 37 through 43, inclusive, Final Plat DAVIDSON FARMS, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof; and

Lots 130 through 135, inclusive Final Plat of DAVIDSON FARMS, SECOND PLAT, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

Lots 136 through 138, inclusive, and Lot 142, and Lots 145 through 161, inclusive Final Plat of DAVIDSON FARMS, THIRD PLAT, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof.

End of Exhibit