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**File #: 211083**

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**KANSAS CITY TITLE**

ORDINANCE NO. 211083

*23424*

Approving the plat of Somerbrook Ninth Plat, an addition in Clay County, Missouri, on approximately 10.51 acres generally located at the southeast corner of the intersection of N. Stark Avenue and N.E. 112th Street, creating 26 lots and 1 tract for the purpose of creating a 26 lot single family home subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2021-00008)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

Section 3. That the grades of the streets and other public ways set out on the plat, herein accepted are hereby established at the top of curb, locating and defining the grade points which shall be connected by true planes or vertical curves between such adjacent grade points, the elevations of which are therein given, in feet above the City Directrix.

Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention and BMP Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 5. That the Director of City Planning and Development is hereby authorized to execute and/or accept any and all agreements necessary to clear the title of any right of way, utility easements or other public property dedicated on the plat.

Section 6. That the City Clerk is hereby directed to record copies of this ordinance, together with the documents described herein and all other relevant documents, when the Developer has met all of the requirements for the plat to be released for recording, in the Office of the Recorder of Deeds of Clay County, Missouri.

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

Approved as to form and legality:

Eluard Alegre  
Assistant City Attorney



Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

DEC 16 2021

Date Passed

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

City Treasurer, Kansas City, MO

By

Dated, June 21, 2022

ATTESTATION BY CITY CLERK:

[Signature]  
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]  
Director of City Planning and Development

Approved as to form:

[Signature]  
Assistant City Attorney

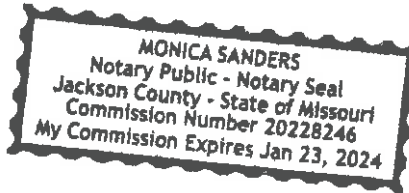
STATE OF MISSOURI        )  
  ) SS  
COUNTY OF Jackson     )

BE IT REMEMBERED that on this 4<sup>th</sup> day of October, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]  
Notary Public

My Commission Expires: January 23, 2024





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

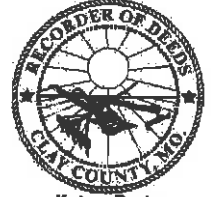
Instr #: 2022022307

Book: 9402 Page: 42

Type: ORD

Pages: 17

Fee: \$72.00 \$ 20220019630



Katee Porter  
Recorder of Deeds

*Kansas City Title*

Title of Document: ORDINANCE NO 211083

Date of Document: APRIL 20, 2021

Grantor(s): KANSAS CITY MISSOURI

Grantee(s): CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET  
LEE'S SUMMIT MO 64082

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

Reference Book and Page(s)

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

*pick up*

*(17)*

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

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

By: Bradley Kempf  
Title: Asst. Secretary  
Date: 8/31/2021

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

Attach corporate seal if applicable

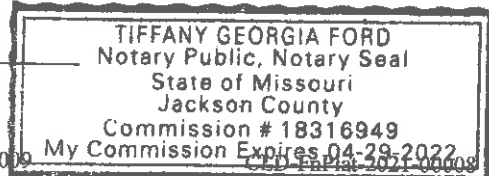
STATE OF Missouri )  
 ) SS  
COUNTY OF Jackson )

BE IT REMEMBERED, that on the 31 day of August, 2021,  
before me, the undersigned notary public in and for the county and state aforesaid, came  
Bradley Kempf, to me personally known, who being by me duly sworn did  
say that he is the Assistant Secretary of Clayton Properties Group Inc. dba Summit Homes, and  
that said instrument was signed on behalf of said limited liability company by authority of its  
Board of Directors 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.

Tiffany Georgia Ford  
Notary Public

My commission expires: 4-29-2022



## EXHIBIT "A"

### Property Description

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

EXHIBIT "B" A

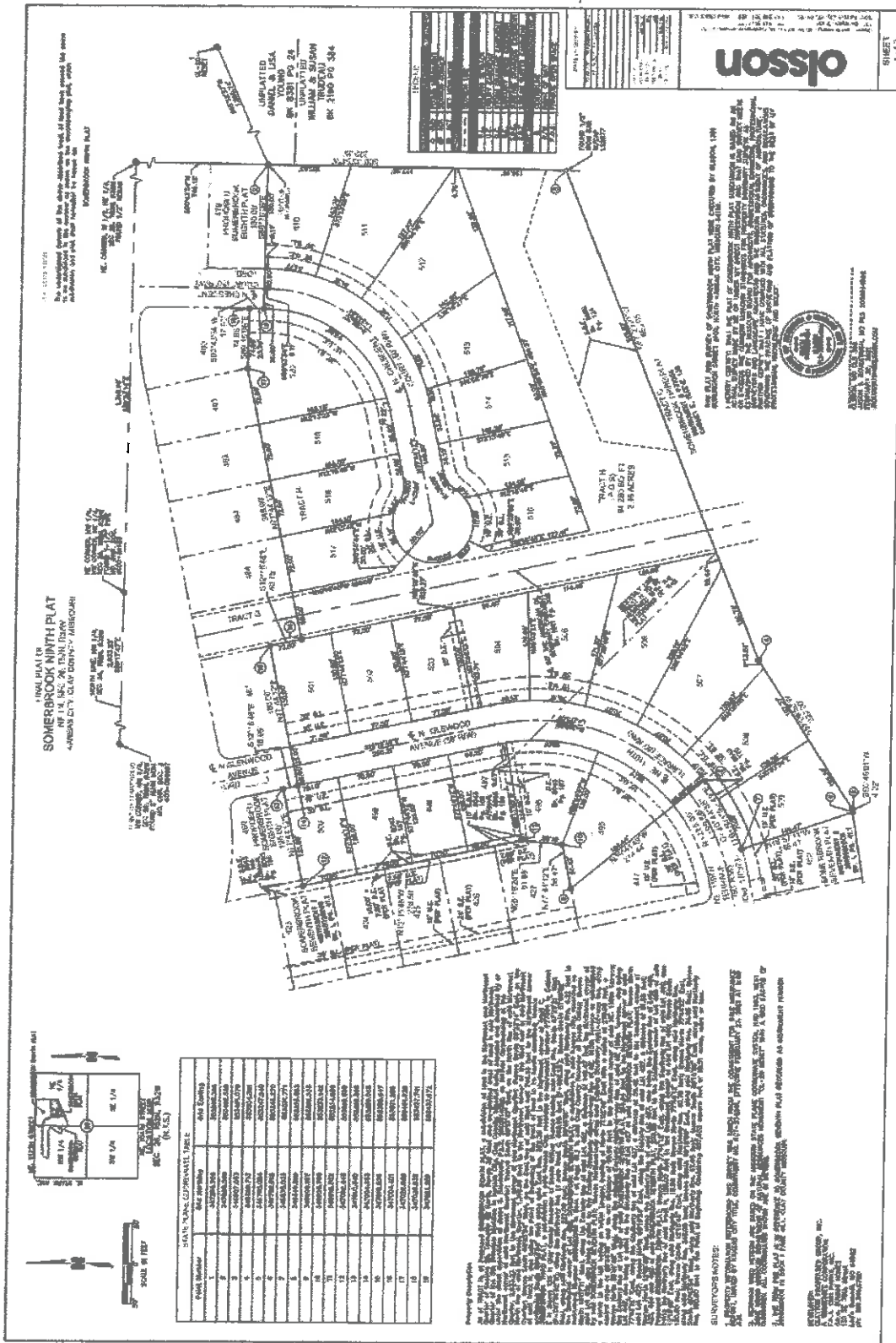
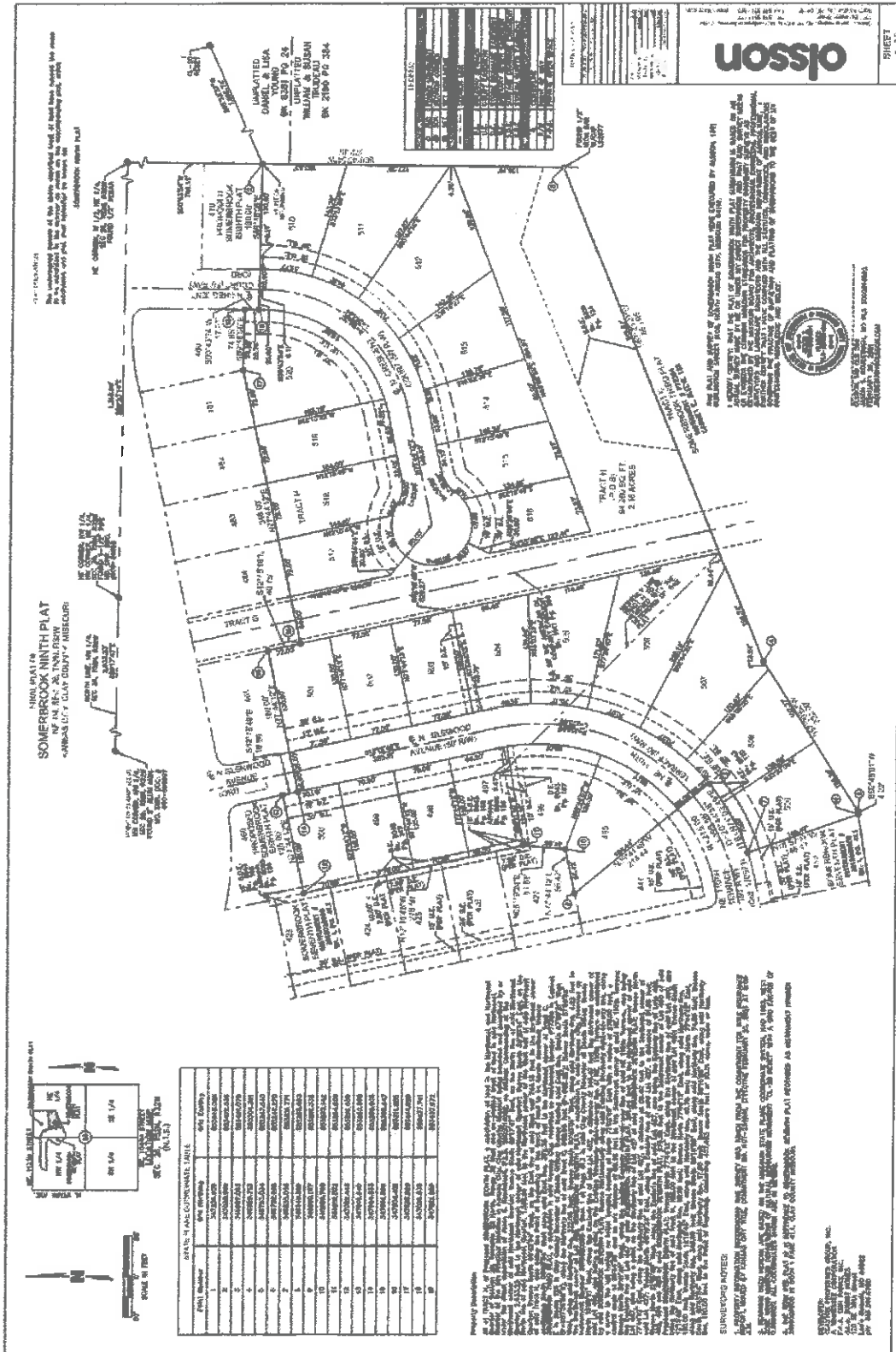


EXHIBIT "B"









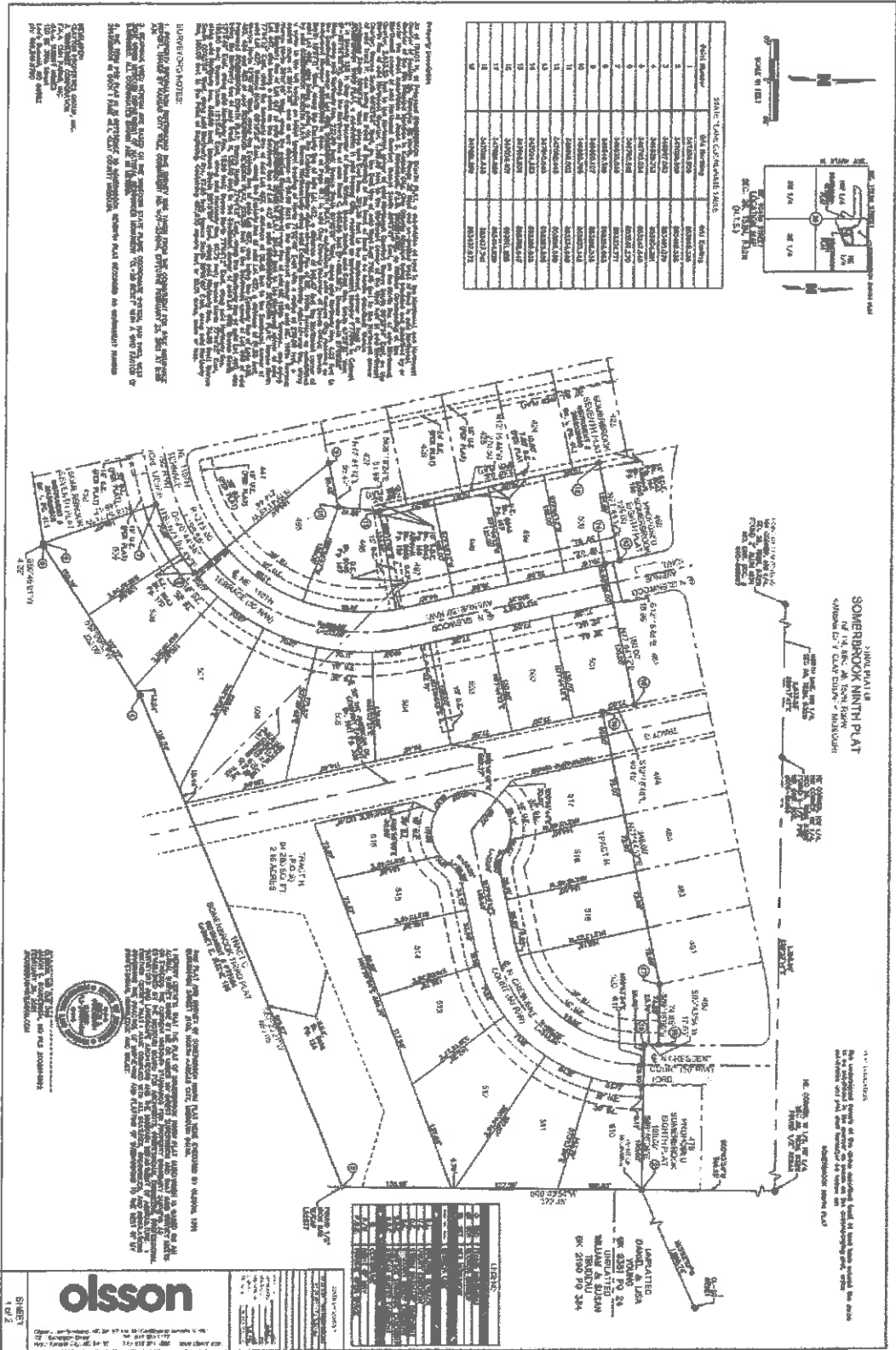


EXHIBIT 'B'

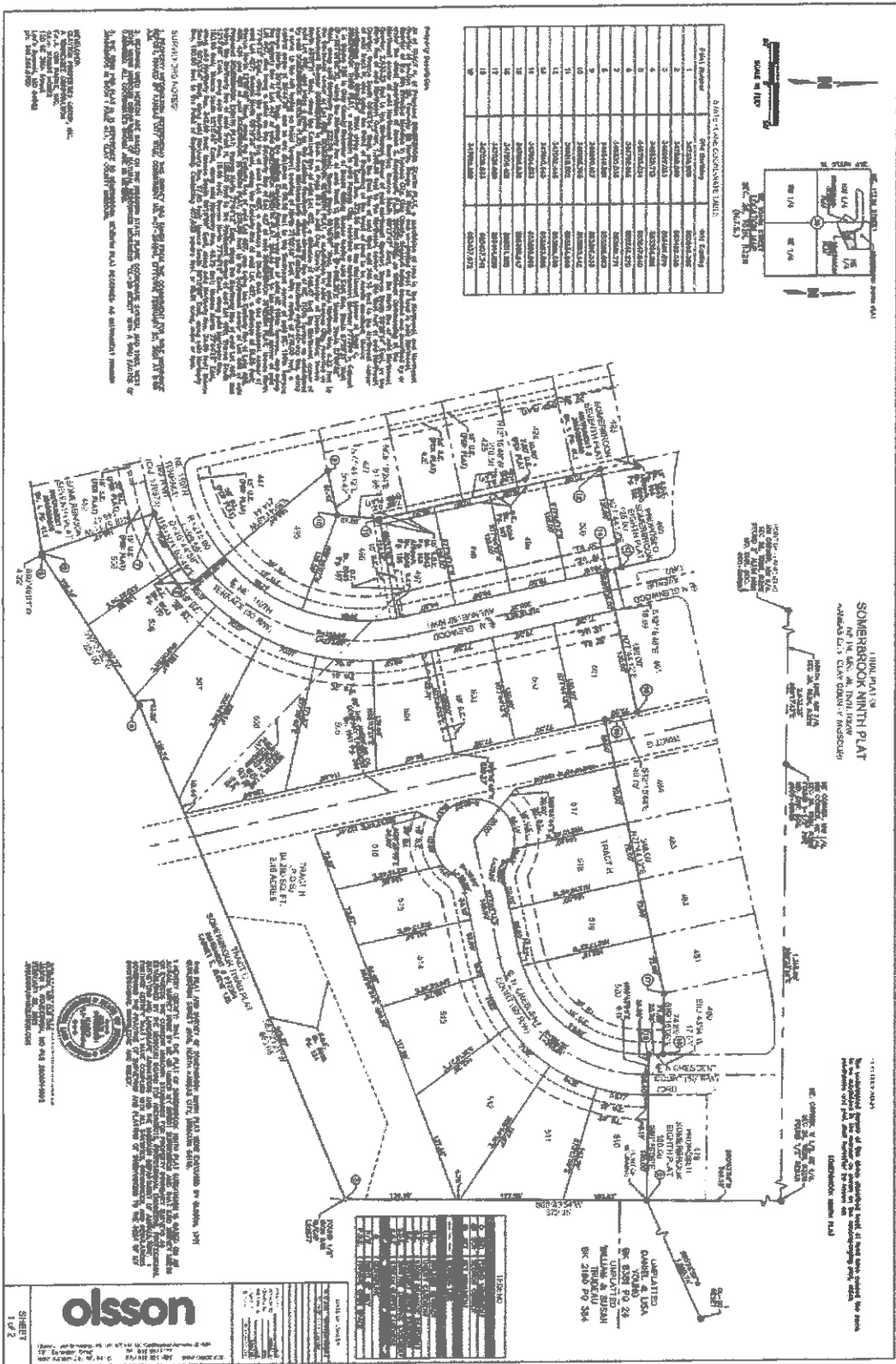


EXHIBIT "B"





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

234211

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

WHEREAS, Owner has an interest in certain real estate generally located east of N Oxford Avenue between NE 110<sup>th</sup> Terrace and NE 111<sup>th</sup> Place in Kansas City, of Clay County, Missouri, (Property) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 495 through 520 and Tract H as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract H within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

**Sec. 1. Owner at its sole cost shall:**

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract H.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

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

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
- c. Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

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

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

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

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



notice under this Agreement to the other party in writing, notices shall be directed to the following:

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

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

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

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

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

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

**Sec. 11.** Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.



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

Instr #: 2022022309

Book: 9402 Page: 43

Type: REST

Pages: 3

Fee: \$30.00 \$ 20220019630



Kates Porter  
Recorder of Deeds

**KANSAS CITY TITLE**

234241

(Space above reserved for Recorder of Deeds certification)

**Title of Document:**

Supplemental Declaration No. 3 to Supplementary Declaration Regarding Builder Assessments and Occupancy and Leasing (9<sup>th</sup> Plat)

**Date of Document:**

JUNE 22, 2021<sup>2</sup>

**Grantor(s):**

Clayton Properties Group, Inc.

**Grantee(s):**

Clayton Properties Group, Inc.

**Grantee(s) Mailing Address(es):**

120 SE 30th Street  
Lee's Summit, MO 64082

**Legal Description:**

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

**Reference Book and Page(s):**

Book 6041 at Page 86

**After recording return to:**

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

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

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same

3

**SUPPLEMENTAL DECLARATION NO. 3 TO  
SUPPLEMENTARY DECLARATION REGARDING  
BUILDER ASSESSMENTS AND OCCUPANCY AND LEASING  
(9<sup>th</sup> Plat)**

THIS SUPPLEMENTAL DECLARATION is made as of the 2<sup>nd</sup> day of June, 2021, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation formerly known as CMH PARKS, INC. (the “Developer”);

WITNESSETH:

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

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

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

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

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

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

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

CLAYTON PROPERTIES GROUP, INC.

By: Bradley Kempf  
Name: Bradley Kempf  
Title: Assistant Secretary

STATE OF MISSOURI )  
  ) ss.  
COUNTY OF JACKSON )

On this 27th day of October, 2021, before me, a Notary Public, appeared Bradley Kempf, to me personally known, who, being by me duly sworn did say that he/she is Assistant Secretary of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, and that said instrument was signed on behalf of said corporation by authorization of its Board of Directors and said Bradley Kempf acknowledged said instrument to be the free act and deed of said corporation.

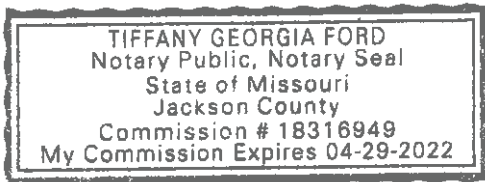
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 4.29.2022

Tiffany Georgia Ford  
Signature of Notary Public in and for said  
County and State

Print Name: Tiffany Georgia Ford

[SEAL]





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

Instr #: 2022022310

Book: 9402 Page: 44

Type: REST

Pages: 3

Fee: \$30.00 S 20220019630



Katee Porter  
Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

**KANSAS CITY TITLE**

234211

**Title of Document:**

Supplemental Declaration No. 6 to Supplementary Declaration Regarding Somerbrook Homes Association Assessments (9<sup>th</sup> Plat)

**Date of Document:**

JUNE 22, 2021<sup>2</sup>

**Grantor(s):**

Clayton Properties Group, Inc.

**Grantee(s):**

Clayton Properties Group, Inc.

**Grantee(s) Mailing Address(es):**

120 SE 30th Street  
Lee's Summit, MO 64082

**Legal Description:**

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

**Reference Book and Page(s):**

Book 4115 at Page 789

**After recording return to:**

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

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

Same

3

**SUPPLEMENTAL DECLARATION NO. 6 TO  
SUPPLEMENTARY DECLARATION REGARDING  
SOMERBROOK HOMES ASSOCIATION ASSESSMENTS**  
(9<sup>th</sup> Plat)

THIS SUPPLEMENTAL DECLARATION is made as of the 20<sup>th</sup> day of JUNE, 2021, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation formerly known as CMH PARKS, INC. (the “Developer”);

WITNESSETH:

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

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

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

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

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

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

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

CLAYTON PROPERTIES GROUP, INC.

By: Bradley Kempf  
Name: Bradley Kempf  
Title: Assistant Secretary

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF JACKSON )

On this 27th day of October, 2021, before me, a Notary Public, appeared Bradley Kempf, to me personally known, who, being by me duly sworn did say that he/she is Assistant Secretary of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, and that said instrument was signed on behalf of said corporation by authorization of its Board of Directors and said Bradley Kempf acknowledged said instrument to be the free act and deed of said corporation.

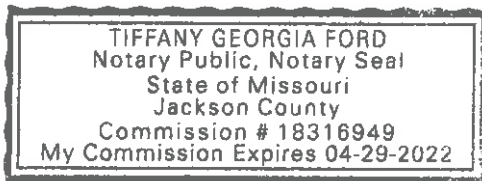
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 4.29.2022

Tiffany Georgia Ford  
Signature of Notary Public in and for said  
County and State

Print Name: Tiffany Georgia Ford

[SEAL]





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

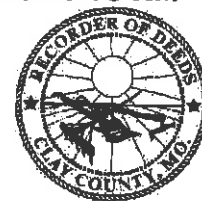
Instr #: 2022022311

Book: 9402 Page: 45

Type: REST

Pages: 3

Fee: \$30.00 S 20220019630



Katee Porter  
Recorder of Deeds

**KANSAS CITY TITLE**

23/24/

(Space above reserved for Recorder of Deeds certification)

**Title of Document:**

Supplemental Declaration No. 9 to Declaration of Restrictions and Homes Association Declaration of Somerbrook (9<sup>th</sup> Plat)

**Date of Document:**

June 22, 2021

**Grantor(s):**

Clayton Properties Group, Inc.

**Grantee(s):**

Clayton Properties Group, Inc.

**Grantee(s) Mailing Address(es):**

120 SE 30th Street  
Lee's Summit, MO 64082

**Legal Description:**

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

**Reference Book and Page(s):**

Book 2426 at Page 198

**After recording return to:**

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

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

Done

3



**SUPPLEMENTAL DECLARATION NO. 9 TO  
DECLARATION OF RESTRICTIONS AND  
HOMES ASSOCIATION DECLARATION OF SOMERBROOK  
(9<sup>th</sup> Plat)**

THIS SUPPLEMENTAL DECLARATION is made as of the 22<sup>nd</sup> day of JUNE, 2021, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation formerly known as CMH PARKS, INC. (the “Developer”);

WITNESSETH:

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

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

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

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

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

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

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

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

CLAYTON PROPERTIES GROUP, INC.

By: Bradley Kempf  
Name: Bradley Kempf  
Title: Assistant Secretary

STATE OF MISSOURI )  
                                      ) ss.  
COUNTY OF JACKSON )

On this 27th day of October, 2021, before me, a Notary Public, appeared Bradley Kempf, to me personally known, who, being by me duly sworn did say that he/she is Assistant Secretary of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, and that said instrument was signed on behalf of said corporation by authorization of its Board of Directors and said Bradley Kempf acknowledged said instrument to be the free act and deed of said corporation.

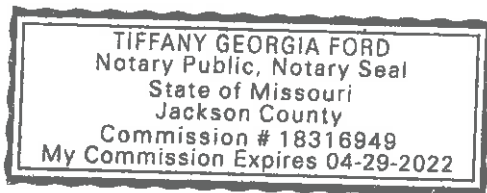
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires: 4.29.2022

Tiffany Georgia Ford  
Signature of Notary Public in and for said  
County and State

Print Name: Tiffany Georgia Ford

[SEAL]





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

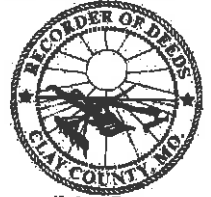
Instr #: 2022022312

Book: 9402 Page: 46

Type: REST

Pages: 11

Fee: \$54.00 S 20220019630



Katee Porter  
Recorder of Deeds

*Kansas City Title  
234241*

Title of Document: COVENANT TO MAINTAIN STORM WATER BMP FACILITIES PLAT OF SOMERBROOK NINTH PLAT

Date of Document: October 4, 2021

Grantor(s): KANSAS CITY MISSOURI

Grantee(s): CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET  
LEE'S SUMMIT MO 64082

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

*Page 6*

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.)

*Same*

*11*

**COVENANT TO MAINTAIN STORM WATER BMP FACILITIES**

**KANSAS CITY TITLE PLAT OF SOMERBROOK NINTH PLAT**

234211

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

WHEREAS, Owner has an interest in certain real estate generally located east of N Oxford Avenue between NE 110<sup>th</sup> Terrace and NE 111<sup>th</sup> Place in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 495 through 520 and Tract H as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract H within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

**Sec. 1. Owner at its sole cost shall:**

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract H.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

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

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
- c. Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

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

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

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

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

notice under this Agreement to the other party in writing, notices shall be directed to the following:

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

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

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

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

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

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

**Sec. 11.** Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

\_\_\_\_\_  
City Clerk

KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Director of City Planning and Development

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

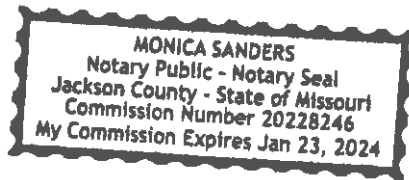
STATE OF MISSOURI        )  
  ) SS  
COUNTY OF Jackson        )

BE IT REMEMBERED that on this 4<sup>th</sup> day of October, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

Monica Sanders  
Notary Public

My Commission Expires: January 23, 2024



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

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

By: Bradley Kempf

Title: Asst. Secretary

Date: 8/31/2021

Check one:

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

Attach corporate seal if applicable

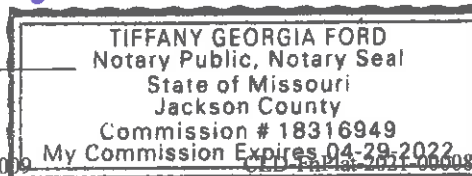
STATE OF Missouri )  
  ) SS  
COUNTY OF Jackson )

BE IT REMEMBERED, that on the 31 day of August, 2021,  
before me, the undersigned notary public in and for the county and state aforesaid, came  
Bradley Kempf, to me personally known, who being by me duly sworn did  
say that he is the Assistant Secretary of Clayton Properties Group Inc. dba Summit Homes, and  
that said instrument was signed on behalf of said limited liability company by authority of its  
Board of Directors 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.

Tiffany Georgia Ford  
Notary Public

My commission expires: 4-29-2022



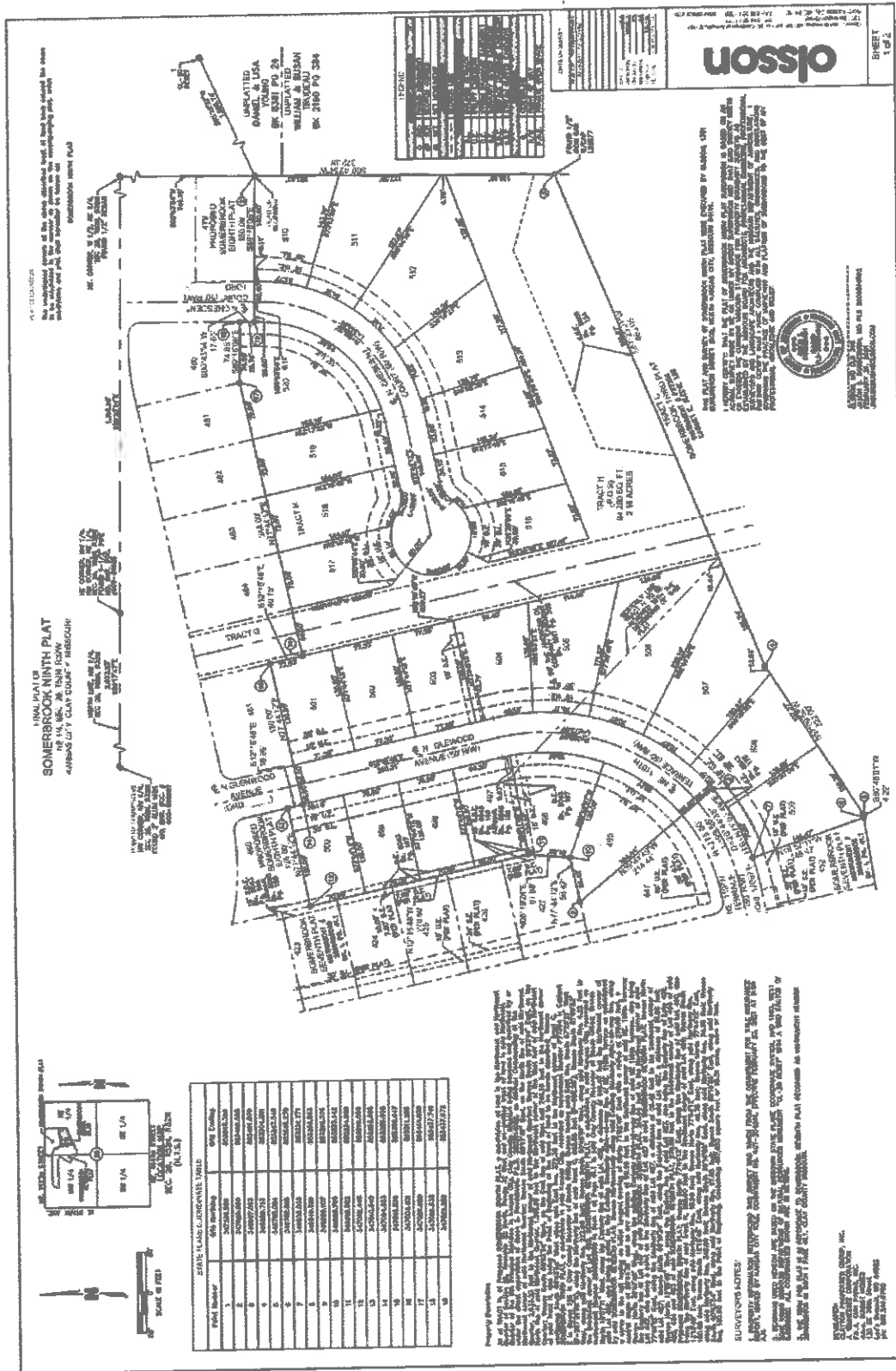


## EXHIBIT "A"

### Property Description

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

EXHIBIT "B"







**SUBJECT PROPERTY NOTES:**

1. THE SUBJECT PROPERTY IS LOCATED IN THE SE 1/4 OF SECTION 36, T29N, R10E, S10W, MISSOURI COUNTY, MISSOURI. THE SUBJECT PROPERTY IS A 10.00 ACRES TRACT OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN. THE SUBJECT PROPERTY IS A 10.00 ACRES TRACT OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN. THE SUBJECT PROPERTY IS A 10.00 ACRES TRACT OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN. THE SUBJECT PROPERTY IS A 10.00 ACRES TRACT OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN.

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4. THE TRACT PER THIS PLAT IS IN REFERENCE TO SOMERBROOK NORTH PLAT. THE TRACT PER THIS PLAT IS IN REFERENCE TO SOMERBROOK NORTH PLAT. THE TRACT PER THIS PLAT IS IN REFERENCE TO SOMERBROOK NORTH PLAT. THE TRACT PER THIS PLAT IS IN REFERENCE TO SOMERBROOK NORTH PLAT.

**SOMERBROOK NINTH PLAT**  
 MISSOURI COUNTY, MISSOURI

**STREET GRADERS:**  
 STREET GRADERS FOR A PORTION OF A 10.00 ACRES TRACT OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN. THE STREET GRADERS ARE FOR A PORTION OF A 10.00 ACRES TRACT OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN. THE STREET GRADERS ARE FOR A PORTION OF A 10.00 ACRES TRACT OF LAND, MORE OR LESS, AS SHOWN ON THE PLAT HEREIN.

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STATION	CHANGING POINT	CHANGING POINT	ELEVATION	CHANGING POINT	CHANGING POINT	CHANGING POINT
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19+00	19+00	19+00	115.20	19+00	19+00	19+00
20+00	20+00	20+00	115.20	20+00	20+00	20+00

**CITY PLAN COMMISSION:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY COUNCIL:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY ENGINEER:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY CLERK:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY ATTORNEY:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY MANAGER:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY COMMISSIONER:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY BOARD OF HEALTH:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY BOARD OF EDUCATION:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY BOARD OF SOCIAL SERVICES:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS

**CITY BOARD OF ECONOMIC DEVELOPMENT:**  
 APPROVED: APRIL 20, 2021  
 DIRECTOR OF PUBLIC WORKS



**Olsson**  
 1001 Main Street, Suite 200  
 St. Louis, MO 63102  
 Phone: (314) 433-8800  
 Fax: (314) 433-8801  
 Email: info@olsson.com  
 Website: www.olsson.com

**DATE OF SURVEY:**  
 06/01/2022  
**PROJECT:**  
 SOMERBROOK NINTH PLAT  
**DRAWN BY:**  
 MWB  
**CHECKED BY:**  
 MWB

**DATE OF SURVEY:**  
 06/01/2022  
**PROJECT:**  
 SOMERBROOK NINTH PLAT  
**DRAWN BY:**  
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 06/01/2022  
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**DRAWN BY:**  
 MWB  
**CHECKED BY:**  
 MWB



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

Instr #: 2022022312

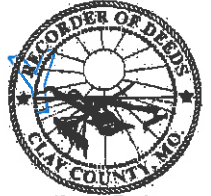
Book: 9402 Page: 46

Type: REST

Pages: 11

Fee: \$54.00 S 20220019630

COPY



Katee Porter  
Recorder of Deeds

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*Kansas City Title*

Title of Document: COVENANT TO MAINTAIN STORM WATER BMP FACILITIES PLAT OF SOMERBROOK NINTH PLAT

Date of Document: October 4, 2021

Grantor(s): KANSAS CITY MISSOURI

Grantee(s): CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET  
LEE'S SUMMIT MO 64082

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

Reference Book and Page(s)

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

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

234211

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WHEREAS, Owner has an interest in certain real estate generally located east of N Oxford Avenue between NE 110<sup>th</sup> Terrace and NE 111<sup>th</sup> Place in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

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WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 495 through 520 and Tract H as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract H within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

**Sec. 1. Owner at its sole cost shall:**

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract H.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

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

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
- c. Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

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

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

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

**Sec. 6. Notices.** All notices required by this Covenant shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier or facsimile and addressed as hereinafter specified. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days notice thereof. Unless a party to this Agreement has given ten (10) days notice of a change of person and address for purposes of Standard Covenant for Storm Water Detention Facility w/BMPs Ver. 09-30-2009 CLD-FnPlat-2021-00008



notice under this Agreement to the other party in writing, notices shall be directed to the following:

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

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

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

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

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

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

**Sec. 11.** Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

\_\_\_\_\_  
City Clerk

KANSAS CITY, MISSOURI

By: \_\_\_\_\_  
Director of City Planning and Development

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

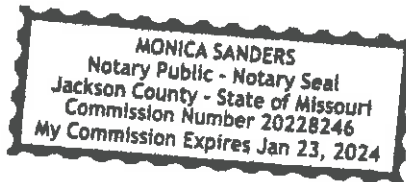
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF Jackson     )

BE IT REMEMBERED that on this 4<sup>th</sup> day of October, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

Monica Sanders  
Notary Public

My Commission Expires: January 23, 2024





## EXHIBIT "A"

### Property Description

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

EXHIBIT "B"

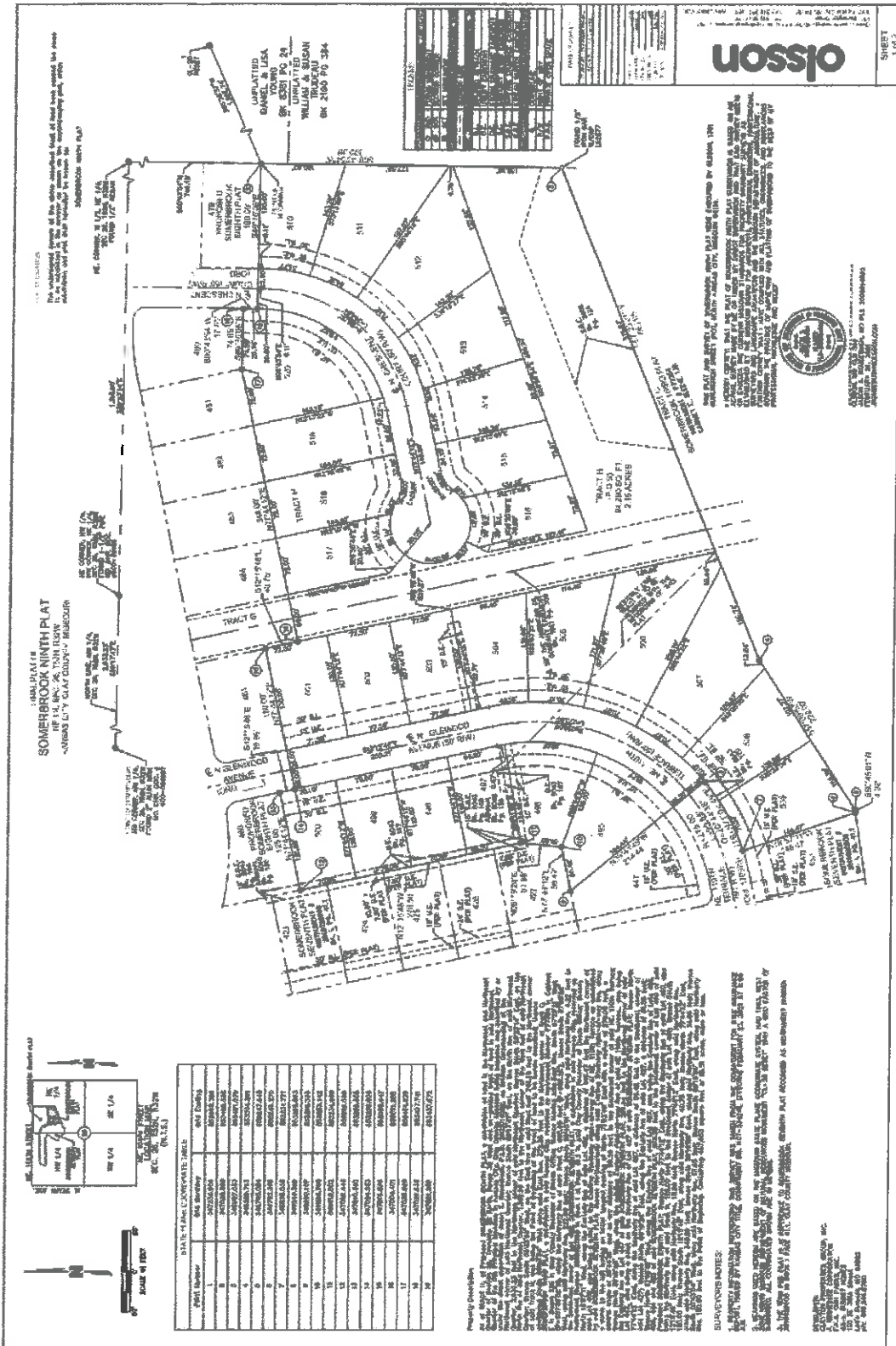
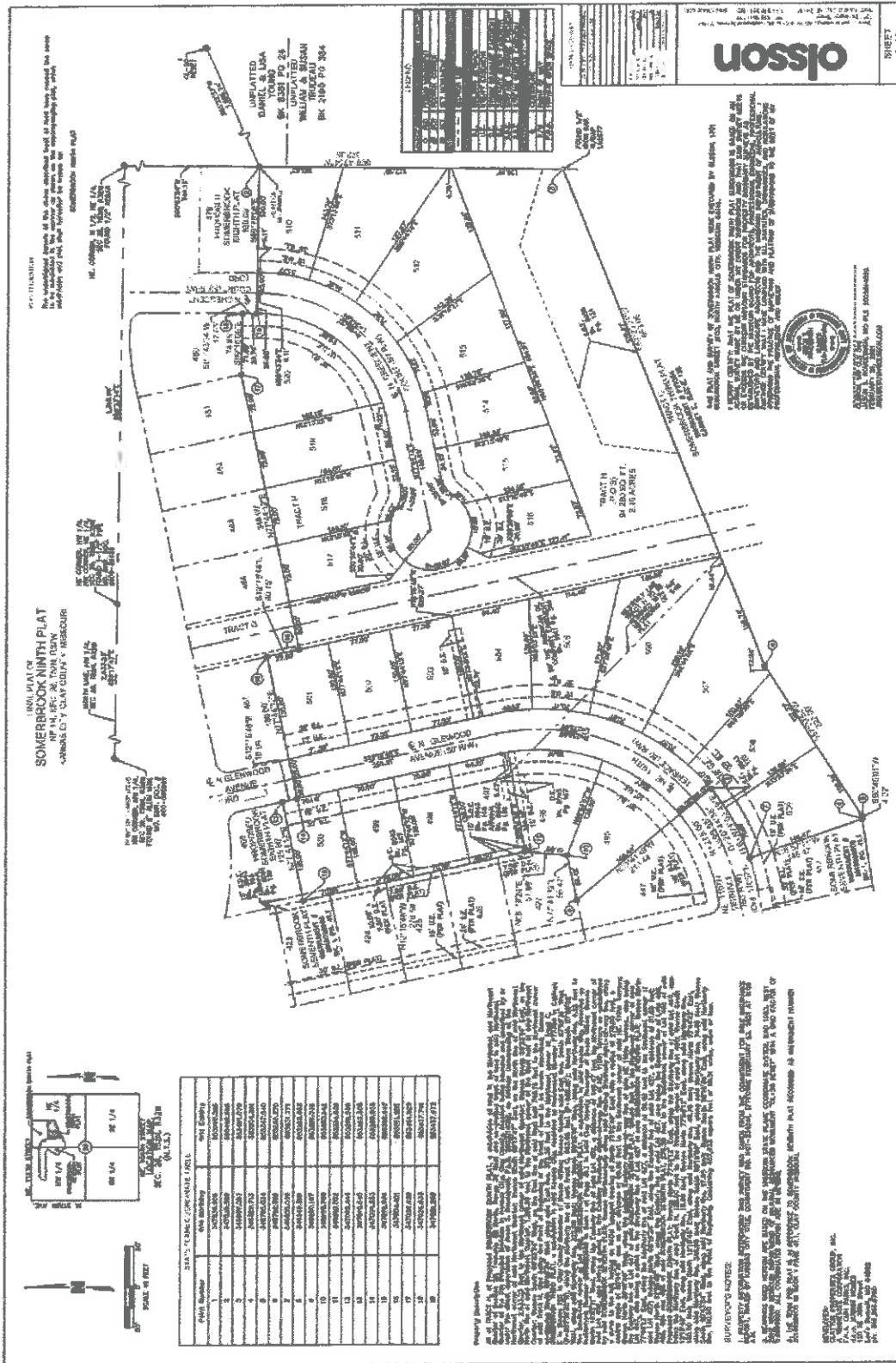


EXHIBIT "B"











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

Instr #: 2022022312

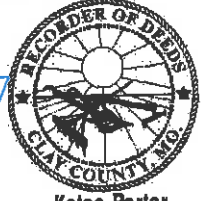
Book: 9402 Page: 46

Type: REST

Pages: 11

Fee: \$54.00 \$ 20220019630

COPY



Katee Porter  
Recorder of Deeds

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*Kansas City Title*

Title of Document: COVENANT TO MAINTAIN STORM WATER BMP FACILITIES PLAT OF SOMERBROOK NINTH PLAT

Date of Document: October 4, 2021

Grantor(s): KANSAS CITY MISSOURI

Grantee(s): CLAYTON PROPERTIES GOURD INC d/b/a SUMMIT HOMES

Grantee(s) Address: 120 SE 30TH STREET  
LEE'S SUMMIT MO 64082

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

Reference Book and Page(s)

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

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

234211

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

WHEREAS, Owner has an interest in certain real estate generally located east of N Oxford Avenue between NE 110<sup>th</sup> Terrace and NE 111<sup>th</sup> Place in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 495 through 520 and Tract H as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract H within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

**Sec. 1. Owner at its sole cost shall:**

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract H.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract H.
- c. Keep the pipes, structures, BMPs, and appurtenances open and free of silt and non-beneficial vegetation.
- d. Keep the pipes, structures, BMPs, and appurtenances in good working condition or replace same if necessary.

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract H to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract H pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No. 2021-066.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

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

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H;
- b. Assess a lien on either Tract H or on the Lots 495 through 520 or both served by the Facility on Tract H;
- c. Maintain suit against Owner, and/or the owner of Tract H and/or the owners of Lots 495 through 520 served by the Facility on Tract H for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract H and Lots 495 through 520 not less than thirty (30) days before it begins maintenance of The Facilities.

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

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

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

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

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

**Sec. 11.** Owner shall jointly and severally release, hold harmless, indemnify and defend City and its agents, officers and employees from any and all responsibility, liability, loss, damage or expense resulting to Owner or to any person or property caused by or incidental as to the design, function, construction, maintenance or failure to maintain The Facilities.

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Signature]  
City Clerk

By: [Signature]  
Director of City Planning and Development

Approved as to form:

[Signature]  
Assistant City Attorney

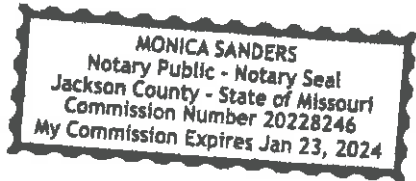
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF Jackson     )

BE IT REMEMBERED that on this 4<sup>th</sup> day of October, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came Jeffrey Williams, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]  
Notary Public

My Commission Expires: January 23, 2024



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

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

By: Bradley Kempf  
Title: Asst. Secretary  
Date: 8/31/2021

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

Attach corporate seal if applicable

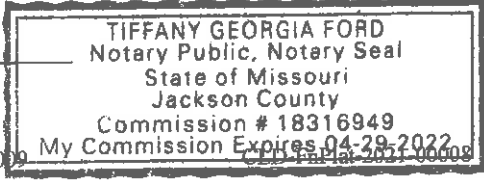
STATE OF Missouri )  
  ) SS  
COUNTY OF Jackson )

BE IT REMEMBERED, that on the 31 day of August, 2021,  
before me, the undersigned notary public in and for the county and state aforesaid, came  
Bradley Kempf, to me personally known, who being by me duly sworn did  
say that he is the Assistant Secretary of Clayton Properties Group Inc. dba Summit Homes, and  
that said instrument was signed on behalf of said limited liability company by authority of its  
Board of Directors 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.

Tiffany Georgia Ford  
Notary Public

My commission expires: 4-29-2022



## EXHIBIT "A"

### Property Description

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

# EXHIBIT "B"

