

ORDINANCE NO. 210390

Approving the plat of Cadence – Second Plat, an addition in Clay County, Missouri, on approximately 25.99 acres generally located south of N.W. 108th Street and east of N. Platte Purchase Drive, creating 50 lots and 2 tracts for the purpose of constructing a 50 unit residential 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-2020-00041)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Cadence – Second 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.

KCT

ORDINANCE NO. 210390

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.

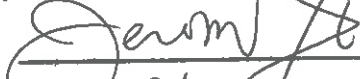
Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on February 2, 2021.

Approved as to form and legality:


Euard Alegre
Assistant City Attorney

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

City Treasurer, Kansas City, MO

By 
Dated, 1-31, 2022



Authenticated as Passed


Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

MAY 06 2021
Date Passed

Recorded in Clay County, Missouri



Recording Date/Time: 02/07/2022 at 03:49:09 PM

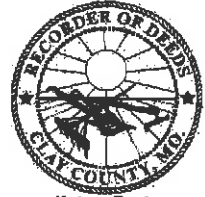
Instr #: 2022004468

Book: 9298 Page: 163

Type: ORD

Pages: 14

Fee: \$63.00 S 20220003964

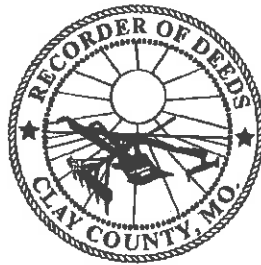


Katee Porter
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

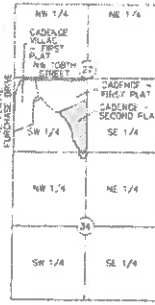
This document has been recorded under exempt status pursuant to RSMO 59.310.4 and this certificate has been added to your document in compliance with the laws of the State of Missouri.



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

FINAL PLAT OF
CADENCE - SECOND PLAT

SW 1/4, SEC. 27, T22N, R33W.
NW 1/4, SEC. 34, T22N, R33W.
KANSAS CITY, CLAY COUNTY, MISSOURI



LOCATION MAP
SEC. 27, T22N, R33W
SEC. 34, T22N, R33W
(N.T.S.)

STREET GRADES

STREET GRADES FOR A PORTION OF NW 107TH TERRACE AND N MULBERRY STREET LOCATED IN CADENCE - FIRST PLAT HAVE BEEN PREVIOUSLY ESTABLISHED BY ORDINANCE NUMBER 190067 BEING PASSED ON FEBRUARY 14, 2019.

STREET GRADES FOR A PORTION OF NW 106TH TERRACE LOCATED IN HOLLY FARMS - 1ST PLAT HAVE BEEN PREVIOUSLY ESTABLISHED BY ORDINANCE 190060 BEING PASSED MARCH 21, 2018.

N MULBERRY STREET

GRADE POINT	ELEV	DESC	V.C.T
18+87.13	1045.52	BEGN	
19+87.89	1046.82	ELECTRIC EASEMENT	
21+75.50	1049.52	V.P.C.	
22+23.06	1049.87	HIGH POINT STATION	
23+37.50	1050.43	V.P.	130.00'
25+85.19	1049.25	STA 10+00.00 TO NW 107TH TERRACE	
28+02.90	1048.00	P.V.T.	
28+80.80	1048.80	V.P.C.	
27+58.91	1038.83	LOW POINT STATION	
27+62.50	1038.88	V.P.	185.00'
28+45.00	1042.88	V.P.T.	
31+50.00	1049.18	V.P.C.	
31+83.58	1049.25	STA 10+00.00 TO NW 107TH STREET	
32+00.00	1049.38	V.P.	100.00'
33+15.75	1049.97	HIGH POINT STATION	
33+50.00	1048.75	V.P.T.	
35+47.50	1045.04	V.P.C.	
35+75.00	1044.68	V.P.	50.00'
35+83.83	1044.82	LOW POINT STATION	
36+02.20	1045.38	V.P.T.	
36+80.00	1046.57	V.P.C.	
37+00.00	1047.82	V.P.	100.00'
37+48.83	1048.25	STA 10+00.00 TO NW 104TH STREET	
37+50.00	1048.27	V.P.T.	
39+68.11	1049.88	END CONSTRUCTION	

NW 107TH TERRACE

GRADE POINT	ELEV	DESC	V.C.T
10+00.00	1033.47	BEGN	
10+90.00	1033.72	V.P.C.	
11+28.80	1033.80	V.P.	70.00'
11+60.00	1039.22	V.P.T.	
12+15.00	1043.35	V.P.C.	
12+78.00	1047.85	V.P.	130.00'
13+35.00	1048.79	V.P.T.	
13+64.31	1046.22	STA 22+90.19 N MULBERRY STREET	
13+84.97	1049.13	V.P.C.	
14+08.07	1049.49	V.P.	47.00'
14+31.57	1049.52	V.P.T.	
14+33.00	1050.89	V.P.C.	
15+03.00	1054.06	V.P.T.	140.00'
15+31.84	1053.07	HIGH POINT STATION	
15+73.00	1052.86	V.P.T.	
15+73.58	1053.85	END CONSTRUCTION	

NW 106TH STREET

GRADE POINT	ELEV	DESC	V.C.T
10+00.00	1048.41	BEGN STA 31+60.58 N MULBERRY STREET	
10+12.00	1048.17		
11+56.72	1050.34	END CONSTRUCTION	

NW 104TH STREET

GRADE POINT	ELEV	DESC	V.C.T
10+00.00	1046.33	BEGN STA 37+48.93 N MULBERRY STREET	
10+12.00	1046.11		
10+52.73	1047.50	V.P.C.	
11+00.00	1046.79	V.P.	94.55'
11+07.27	1047.08	LOW POINT STATION	
11+20.74	1047.11	END CONSTRUCTION	
11+42.27	1047.31	V.P.T.	

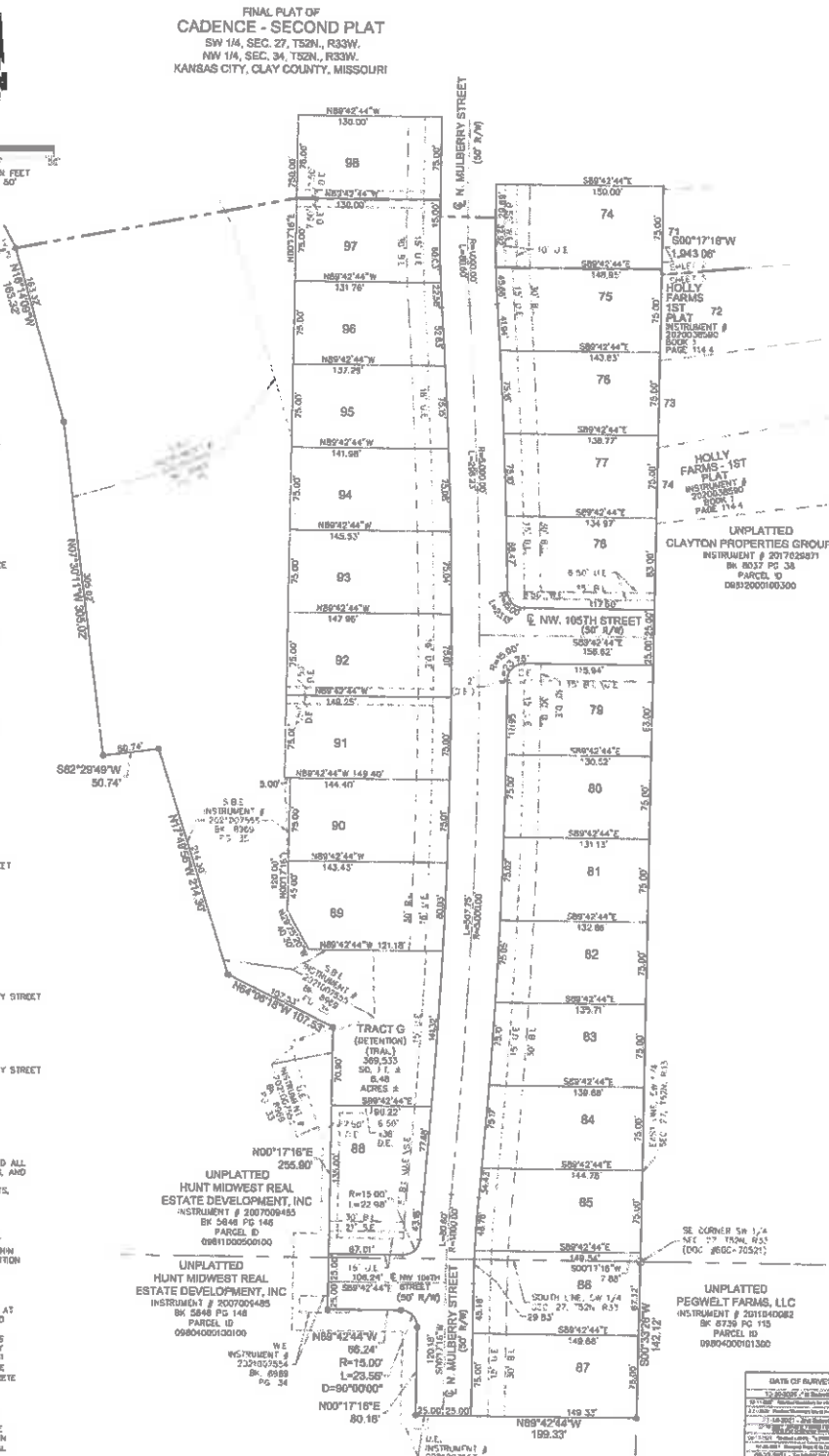
MAINTENANCE OF TRACT (PRIVATE OPEN SPACE)
TRACT F (1.33 ACRES) IS TO BE USED FOR PRIVATE OPEN SPACE, AND ALL TRACTS SHALL BE MAINTAINED BY THE OWNERS OF THE LOTS, TRACTS, AND PARCELS SHOWN WITHIN THIS PLAT PURSUANT TO THE SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE RECORDED SIMULTANEOUSLY WITH THIS PLAT.

MAINTENANCE OF TRACT
TRACT G (8.46 ACRES) IS TO BE USED FOR DETENTION AND SHALL BE MAINTAINED BY THE OWNERS, LOTS, TRACTS AND PARCELS SHOWN WITHIN THE PLAT PURSUANT TO COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES PLAT OF CADENCE - SECOND PLAT, RECORDED SIMULTANEOUSLY WITH THIS PLAT.

PRIVATE OPEN SPACE
TRACTS F AND G CONTAIN 3.27 ACRES WHICH ARE HEREBY RESERVED AT THE ELECTION OF THE DEVELOPER IN LIEU OF THE REQUIRED PARKLAND DEDICATION FOR (50) SINGLE FAMILY UNITS PURSUANT TO SECTION 88-408-E, ZONING AND DEVELOPMENT CODE. A TOTAL OF 1.11 ACRES REQUIRED BY ORDINANCE. PARKLAND DEDICATION WILL BE SATISFIED BY PROVIDING 2.831 LINEAR FEET OF TRAIL WITHIN TRACTS F AND G. 2.951 LINEAR FEET X 20' WIDTH = 142,550 SQUARE FEET OR 3.27 ACRES. THE PROPOSED TRAIL IN TRACT F AND G WILL BE 10' IN WIDTH AND CONCRETE IN MATERIAL.

FLOODPLAIN
ACCORDING TO "FLOOD INSURANCE RATE MAP" COMMUNITY PANEL NO 280250000D, MAP REVISED JANUARY 20, 2017, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY LIES WITHIN FLOOD ZONE "X" (AS FURNISHED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

P.O.S. (PRIVATE OPEN SPACE) USED FOR PARKLAND DEDICATION	Plat	No. Lots	Required	Provided	Def
CADENCE - FIRST PLAT	63	142	2.42	1.02	
CADENCE - SECOND PLAT	60	11	3.27	3.14	



UNPLATTED HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC INSTRUMENT # 200709485 BK 5846 PG 148 PARCEL ID 0981100050100

UNPLATTED HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC INSTRUMENT # 200709485 BK 5846 PG 148 PARCEL ID 0981100050100

UNPLATTED PEGWELT FARMS, LLC INSTRUMENT # 2018140882 BK 6736 PG 115 PARCEL ID 098040001300

SURVEYOR'S NOTES:
1. PROPERTY INFORMATION REFERENCING THIS SURVEY WAS TAKEN FROM THE COMMITMENT FOR TITLE INSURANCE REPORT, ISSUED BY KANSAS CITY TITLE, AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NO XET-232008, WITH AN COMMITMENT DATE OF AUGUST 17, 2021 AT 8:00 A.M. (UPDATED) AUGUST 18, 2021.
2. BEARINGS USED HEREON ARE BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 83, WEST ZONE USING MISSOURI DEPARTMENT OF NATURAL RESOURCES MONUMENT "PL-07" WITH A GRID FACTOR OF 0.9999971. ALL COORDINATES S-HORN ARE IN METERS.
3. THE TERM PER PLAT IS IN REFERENCE TO CADENCE - FIRST PLAT ACCORDING AS INSTRUMENT NUMBER 200207500 IN BOOK 1 PAGE 1021, CLAY COUNTY MISSOURI.
THIS PLAT AND SURVEY OF CADENCE - SECOND PLAT WERE CALCULATED BY OLSSON 1301 BURLINGTON STREET #100, NORTH KANSAS CITY, MISSOURI 64116.
I HEREBY CERTIFY THAT THE PLAT OF CADENCE - SECOND PLAT SHOWS THE SURVEY IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



OLSSON, MO GIS 386
JASON S. ROBERTSON, MO PLS 2002014082
JURY
JROBERTSON@OLSSON.COM

DATE OF SURVEY: 08/18/2021

BY: JASON S. ROBERTSON, MO PLS 2002014082

WITNESSED BY: JURY, MO GIS 386

PROJECT NO: 2021-08

SCALE: AS SHOWN



Exhibit A

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

THIS COVENANT made and entered into this 28 day of July, 21, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Hunt Midwest Real Estate Development, Inc. (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located on the south side of NW 108th Street and east of N Platte Purchase Drive, 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 Cadence Second 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 64-113 and Tracts F and G as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract E of Cadence First Plat, as shown on Exhibit "C" attached hereto, and Tract G of Cadence Second Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

Sec. 1. Owner at its sole cost shall:

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

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract E of Cadence First Plat and Tract G of Cadence Second Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E of Cadence First Plat, and Tract G of Cadence Second Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2018-088, and 2021-007, respectively.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

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

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Lots 64-113 served by the Facilities on Tract E of Cadence First Plat, and Tract G of Cadence Second Plat.
- b. Assess a lien on either Tract E of Cadence First Plat, Tract G of Cadence Second Plat, or on the Lots 64-113, or all served by the Facilities on Tract E of Cadence First Plat and Tract G of Cadence Second Plat;
- c. Maintain suit against Owner, and/or the owner of Tract E of Cadence First Plat and/or the owners of Lots 64-113 served by the Facilities on Tract E of Cadence First Plat and Tract G of Cadence Second Plat for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract E Cadence First Plat, Tract G of Cadence Second Plat, and Lots 64-113 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. This covenant shall run with the land legally described in Exhibit "A". Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City. Notwithstanding the foregoing, after completion of the Facilities and acceptance thereof by the City, Owner may assign its rights and obligations hereunder to the Cadence Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tract E of the Cadence First Plat and/or Tract G of Cadence Second Plat by deed to the Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owner" herein and assume all rights and obligations as Owner as set forth herein. Further, Owner may transfer ownership of Lots 64-113 with the Plat by deed to third parties without obtaining City's acceptance or approval.

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

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

Notices to the City:

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

Notices to Owner shall be addressed to:

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

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

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

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

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay 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:

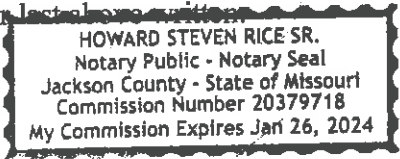


Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

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

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



Howard Steven Rice Sr.
Notary Public

My Commission Expires: January 26, 2024

OWNER

Hunt Midwest Real Estate Development, Inc.
8300 NE Underground Drive
Kansas City, MO 64161
F. Brenner Holland, Jr., Senior Vice President
Phone: 816.455.2500, Fax: 816.455.8701

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

By: F. B. Alley

Title: Senior Vice President

Date: July 28, 2021

Check one:

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF Clay)

BE IT REMEMBERED, that on the 28 day of JULY, 2021, before me, the undersigned notary public in and for the county and state aforesaid, came **F. Brenner Holland, Jr.**, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of Hunt Midwest Real Estate Development Inc., and that said instrument was signed on behalf of said Corporation 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.

Amy Nicole Nelson
Notary Public

My commission expires: 3/20/2025

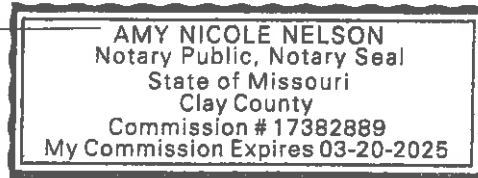
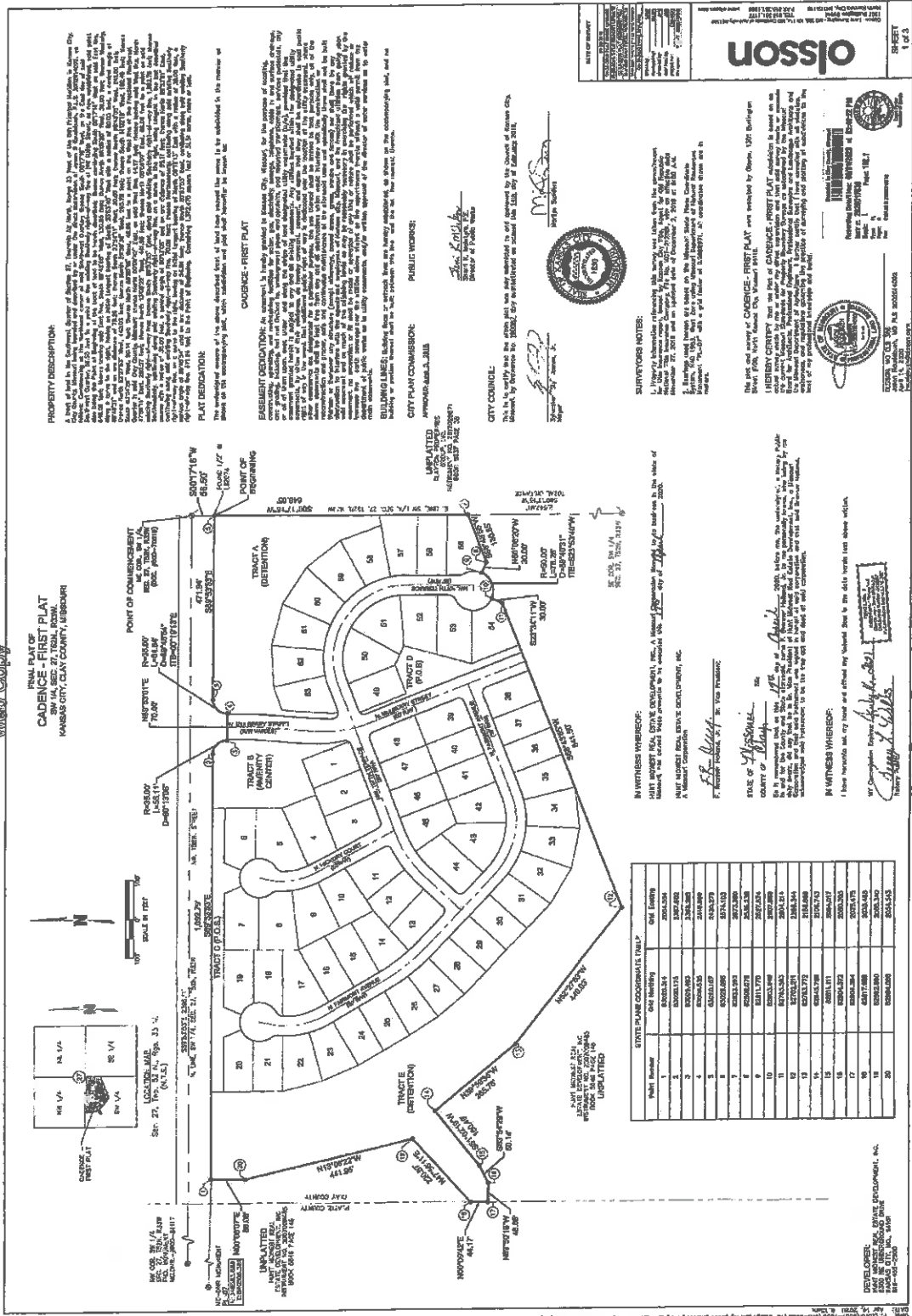


EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land in the Southwest Quarter of Section 27 and Northwest Quarter of Section 34, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northeast corner of said Southwest Quarter; thence South $00^{\circ}17'16''$ West, on the East line of said Southwest Quarter, 704.55 feet to the Southeast corner of CADENCE - FIRST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020017530 in Book I at Page 102.1 in the Clay County Recorder of Deeds Office, also being a point on the West line of HOLLY FARMS - 1ST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020038590 in Book I at Page 114.4 in said Clay County Recorder of Deeds Office, also being the Point of Beginning of the tract of land to be herein described; thence continuing South $00^{\circ}17'16''$ West on said East line, also along said West line and its Southerly extension 1,943.06 feet to the Southeast corner of said Southwest Quarter, also being the Northeast corner of said Northwest Quarter; thence South $00^{\circ}33'26''$ West, on the East line of said Northwest Quarter, 142.12 feet; thence leaving said East line, North $89^{\circ}42'44''$ West, 199.33 feet; thence North $00^{\circ}17'16''$ East, 80.18 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of $89^{\circ}59'51''$ and an arc distance of 23.56 feet; thence North $89^{\circ}42'44''$ West, 66.24 feet; thence North $00^{\circ}17'16''$ East, 255.90 feet; thence North $64^{\circ}06'18''$ West, 107.53 feet; thence North $17^{\circ}49'56''$ West, 214.30 feet; thence South $82^{\circ}29'49''$ West, 50.74 feet; thence North $07^{\circ}30'11''$ West, 305.02 feet; thence North $16^{\circ}14'09''$ West, 163.32 feet; thence North $27^{\circ}50'08''$ West, 190.84 feet; thence North $31^{\circ}44'41''$ West, 223.28 feet; thence North $51^{\circ}57'50''$ West, 173.70 feet; thence North $23^{\circ}37'45''$ West, 187.34 feet to a point on the Southerly line of said CADENCE - FIRST PLAT; thence North $68^{\circ}43'55''$ East, along said Southerly line, 836.49 feet; thence North $23^{\circ}34'11''$ East, along said Southerly line, 30.00 feet; thence Easterly, along said Southerly line, along a curve to the left having an initial tangent bearing of South $66^{\circ}25'49''$ East with a radius of 50.00 feet, a central angle of $89^{\circ}40'31''$ and an arc distance of 78.26 feet; thence South $66^{\circ}06'20''$ East, along said Southerly, 30.00 feet; thence North $68^{\circ}43'55''$ East, along said Southerly line, 130.85 feet to the Point of Beginning. Containing 1,132,270 square feet or 25.99 acres, more or less.

EXHIBIT "C"



Recorded in Clay County, Missouri



Recording Date/Time: 02/07/2022 at 03:49:09 PM

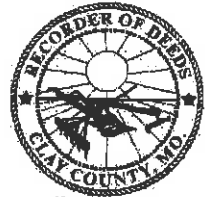
Instr #: 2022004470

Book: 9298 Page: 164

Type: REST

Pages: 8

Fee: \$45.00 S 20220003964



Katee Porter
Recorder of Deeds

(ABOVE SPACE RESERVED FOR RECORDER OF DEEDS' USE)

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

Document Date: December 14, 2021

Grantor Names: Hunt Midwest Real Estate Development, Inc.

Grantee Names: Hunt Midwest Real Estate Development, Inc.

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

Legal Descriptions: See Exhibit B attached

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

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

THIS SECOND SUPPLEMENT TO DECLARATION OF HOMES ASSOCIATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF CADENCE (this "Supplemental Declaration") is made and executed as of December 14, 2021, by **HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**, a Missouri corporation (the "Developer"), Suite 100, 8300 N.E. Underground Drive, Kansas City, Missouri 64161.

RECITALS:

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

B. The Developer has executed that certain Declaration of Homes Association and Covenants, Conditions, Restrictions and Easements of Cadence, dated February 19, 2020, which was recorded on June

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1, 2020, under Document No. 2020017531, in Book 8692, at Page 172, in the Recorder's Office, as may be amended, modified and supplemented (collectively, the "Declaration"), pursuant to which Developer subjected the Cadence Property to certain covenants, conditions, restrictions and easements for the purpose of protecting the value and desirability of the Property.

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

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

E. On 1-5, 2021, Developer executed that certain subdivision plat entitled "CADENCE - SECOND PLAT" (the "Cadence Second Plat"), covering the real property formerly legally described as shown therein and on **EXHIBIT B** attached to this Supplemental Declaration, and platting the same into the Lots, Tracts, streets, roadways, private open space and other areas shown and marked thereon and as identified on **EXHIBIT C** attached to this Supplemental Declaration (the "Second Expansion Property"), which Cadence Second Plat was approved on February 2, 2021, by the City Council of the City, and was recorded on February 7, 2021, under Document No. 2021 2022004469, in Cabinet 1, at Sleeve 16.1, in the Recorder' Office.

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

G. Developer desires to exercise its right to expand the Property to include the additional Lots, Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the Second Expansion Property and to subject the Second Expansion Property to the covenants, conditions, restrictions and easements contained within the Declaration.

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

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

1. **Exercise of Right to Expand.** Developer hereby exercises its unilateral right to expand the Property to include the additional Lots (i.e., Cadence Second Plat Lots), Tracts, Common Areas, Restricted Common Areas or other areas, if any, which constitute the First Expansion Property.
2. **Expansion Effective Upon Recording.** The expansion set forth above, shall be effective immediately upon filing the Cadence Second Plat and this Supplemental Declaration of record in the Recorder's Office. Recording of the Cadence Second Plat and this Supplemental Declaration shall automatically grant, transfer and convey to the Association any new Common Areas, Restricted Common Areas and all other areas designed for Members' or Association use, if any, added by the Second Expansion Property.

3. **Expansion of Definitions.** The definitions contained in the Declaration are hereby expanded to encompass and refer to the Property, as expanded by the Cadence Second Plat, and this Supplemental Declaration to include the Second Expansion Property. For example, (i) "Lot" shall mean the Lots described in the Declaration and in the Plat described in the Declaration, all subsequent Plats and the Cadence Second Plat Lots in the Cadence Second Plat and (ii) all references to the Declaration shall mean the Declaration as supplemented and amended by this Supplemental Declaration.

4. **Declaration Operative on New Lots, Tracts, Common Areas and Restricted Common Areas.** The new Cadence Second Plat Lots, Tracts, Common Areas or Restricted Common Areas, which constitute the Second Expansion Property, shall be subject to all of the terms and conditions of the Declaration immediately upon recording of the Cadence Second Plat and this Supplemental Declaration in the Recorder's Office.

5. **Use and Maintenance of Any Private Open Space, Storm Water Detention Tract and Common Areas.** Any private open space, storm water detention tract or other Common Areas shown on or in the Cadence Second Plat shall be used and maintained by the Association under the terms of the Homes Association Declaration, as amended, as private open green space areas, storm water detention tract or Common Areas or any combination thereof, as applicable.

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

[Signature Page Follows]

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

Previous Supplements to Declaration

DATE EXECUTED/ DATE RECORDED	DOCUMENT NUMBER/ RECORDING INFORMATION	SUPPLEMENT #	INFORMATION
02-19-20/06-01-20	2020017531; Book 8692/Page 172 (Clay Co.)	Original Declaration	Full CC&R Document – Cadence - First Plat
08-31-21/10-26-21	2021046335; Book 9214/Page 133 (Clay Co.)	First	Expands Property – Cadence Villas – First Plat
08-31-21/10-27-21	2021020390; Book 1367/Page 642 (Platte Co.)	First	Expands Property – Cadence Villas – First Plat
12-07-21/12-08-21	20210222983; Book 1370/Page 216 (Platte Co.)	First	Corrective Amendment to attach a copy of the Full CC&R Document

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

Legal Description of Second Expansion Property Prior to Platting:

A tract of land in the Southwest Quarter of Section 27 and Northwest Quarter of Section 34, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northeast corner of said Southwest Quarter; thence South 00°17'16" West, on the East line of said Southwest Quarter, 704.55 feet to the Southeast corner of CADENCE - FIRST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020017530 in Book I at Page 102.1 in the Clay County Recorder of Deeds Office, also being a point on the West line of HOLLY FARMS - 1ST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020038590 in Book I at Page 114.4 in said Clay County Recorder of Deeds Office, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°17'16" West on said East line, also along said West line and its Southerly extension 1,943.06 feet to the Southeast corner of said Southwest Quarter, also being the Northeast corner of said Northwest Quarter; thence South 00°33'26" West, on the East line of said Northwest Quarter, 142.12 feet; thence leaving said East line, North 89°42'44" West, 199.33 feet; thence North 00°17'16" East, 80.18 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 90°00'00" and an arc distance of 23.56 feet; thence North 89°42'44" West, 66.24 feet; thence North 00°17'16" East, 255.90 feet; thence North 64°06'18" West, 107.53 feet; thence North 17°49'56" West, 214.30 feet; thence South 82°29'49" West, 50.74 feet; thence North 07°30'11" West, 305.02 feet; thence North 16°14'09" West, 163.32 feet; thence North 27°50'08" West, 190.84 feet; thence North 31°44'41" West, 223.28 feet; thence North 51°57'50" West, 173.70 feet; thence North 23°37'45" West, 187.34 feet to a point on the Southerly line of said CADENCE - FIRST PLAT; thence North 68°43'55" East, along said Southerly line, 836.49 feet; thence North 23°34'11" East, along said Southerly line, 30.00 feet; thence Easterly, along said Southerly line, along a curve to the left having an initial tangent bearing of South 66°25'49" East with a radius of 50.00 feet, a central angle of 89°40'31" and an arc distance of 78.26 feet; thence South 66°06'20" East, along said Southerly, 30.00 feet; thence North 68°43'55" East, along said Southerly line, 130.85 feet to the Point of Beginning. Containing 1,132,270 square feet or 25.99 acres, more or less.

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

Description of Lots Contained in the Cadence Second Plat

Lots 64 through and including 113, and Tracts G and F, CADENCE – SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri.

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

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

Dated this 14 day of December, 2021.



Amy Nelson



Recording Date/Time: 02/07/2022 at 03:49:09 PM

Instr #: 2022004471

Book: 9298 Page: 165

Type: SUB

Pages: 8

Fee: \$45.00 S 20220003964



Katee Porter
Recorder of Deeds

**SUBORDINATION OF EASEMENT AND RELOCATION
AGREEMENT**

THIS INDENTURE, made this 10 day of Nov, 2021, between EVERY MISSOURI WEST, INC. (Everygy) f/k/a KANSAS CITY POWER & LIGHT GREATER MISSOURI OPERATIONS (GMO) (Grantor), HUNT MIDWEST REAL ESTATE DEVELOPMENT INC. (Developer), and the CITY OF KANSAS CITY, MISSOURI (Grantee).

WITNESSETH:

WHEREAS, Everygy has certain easement rights, as described in the instrument recorded in the Recorder of Deeds Office of Platte County, Missouri, in Document No. 2020017530, Book 1 at Page 102.1, parts of which are within the boundaries of a proposed street right-of-way to be known as NORTH MULBERRY STREET, said street right of way being dedicated as part of the plat of CADENCE - SECOND PLAT, a subdivision in Kansas City, Platte County, Missouri;

WHEREAS, The Developer, desires to have dedicated for public use a portion of said property included in said easement. The street to be dedicated within the easement area is to be known as NORTH MULBERRY STREET, as illustrated in the exhibit labeled Exhibit A Pages 1 & 2, a copy of which is attached hereto and made a part hereof and as more particularly described as follows:

See attached Exhibit A Page 3

NOW, THEREFORE, in consideration of the amount of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Everygy hereby agrees that said easement as above described shall be and the same is hereby subordinated to the aforesaid dedication by Developer, for public use as street right-of-way and shall have the same effect as if said dedication had been executed and recorded prior to the date of the execution of said easement, with the following exceptions:

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1. Grantor shall have the right to maintain, improve, modify, and add to its existing facilities in said street right-of-way dedicated by Developer to Grantee, subject to City's Ordinances and Regulations. If Grantor's future improvement, reconstruction or maintenance of its facilities damages the right-of-way, Grantor will repair or replace the existing right-of-way in accordance with the City's standards in effect on the date of damage.

2. Grantee agrees that if future improvements to the right-of-way require the relocation or modification or other adjustment of the Grantor's facilities located in the easement, Grantee will not require the Grantor to relocate or rebuild at Grantor's expense, nor will Grantee or Developer install or require the installation of any street-light poles, arms or luminaries within the easement without the express written consent of Grantor, which consent shall not be unreasonably withheld.

3. In the event that the right-of-way is vacated by the Grantee, then any and all rights herein subordinated shall revert to Grantor.

4. This agreement shall be effective only if executed by all parties and recorded on or before _____ [740 days after passage of final plat ordinance by City Council] in the Office of the Recorder of Deeds Plattey County, Missouri; otherwise this agreement shall be null and void.

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

SIGNATURES ON FOLLOWING PAGES

Exhibit A page 1

100' MISSOURI PUBLIC
SERVICE EASEMENT
BK.189 PG.577 PLATTE COUNTY
BK.549 PG.190 CLAY COUNTY

POINT OF
BEGINNING

CADENCE - FIRST PLAT
INSTRUMENT #
2020017530
BK 1 PG 102.1

MISSOURI PUBLIC
SERVICE EASEMENT
SUBORDINATION
5,037 SQ. FT. ±
0.12 ACRES ±

SE 1/4,
SEC 27, T52N, R33W

PROPOSED
CADENCE
SECOND
PLAT

EAST LINE SW 1/4, SEC 27, T52N, R33W
WEST LINE SE 1/4, SEC 27, T52N, R33W

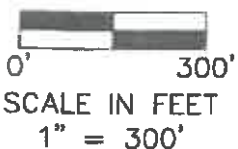
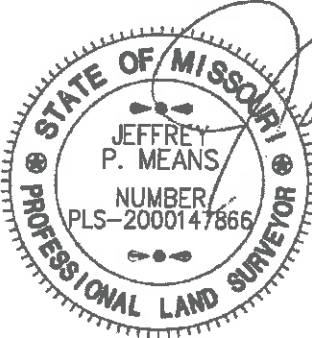
SW 1/4,
SEC 27, T52N, R33W

UNPLATTED
HUNT MIDWEST
REAL ESTATE
DEVELOPMENT, INC

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

NW 1/4,
SEC 34, T52N, R33W

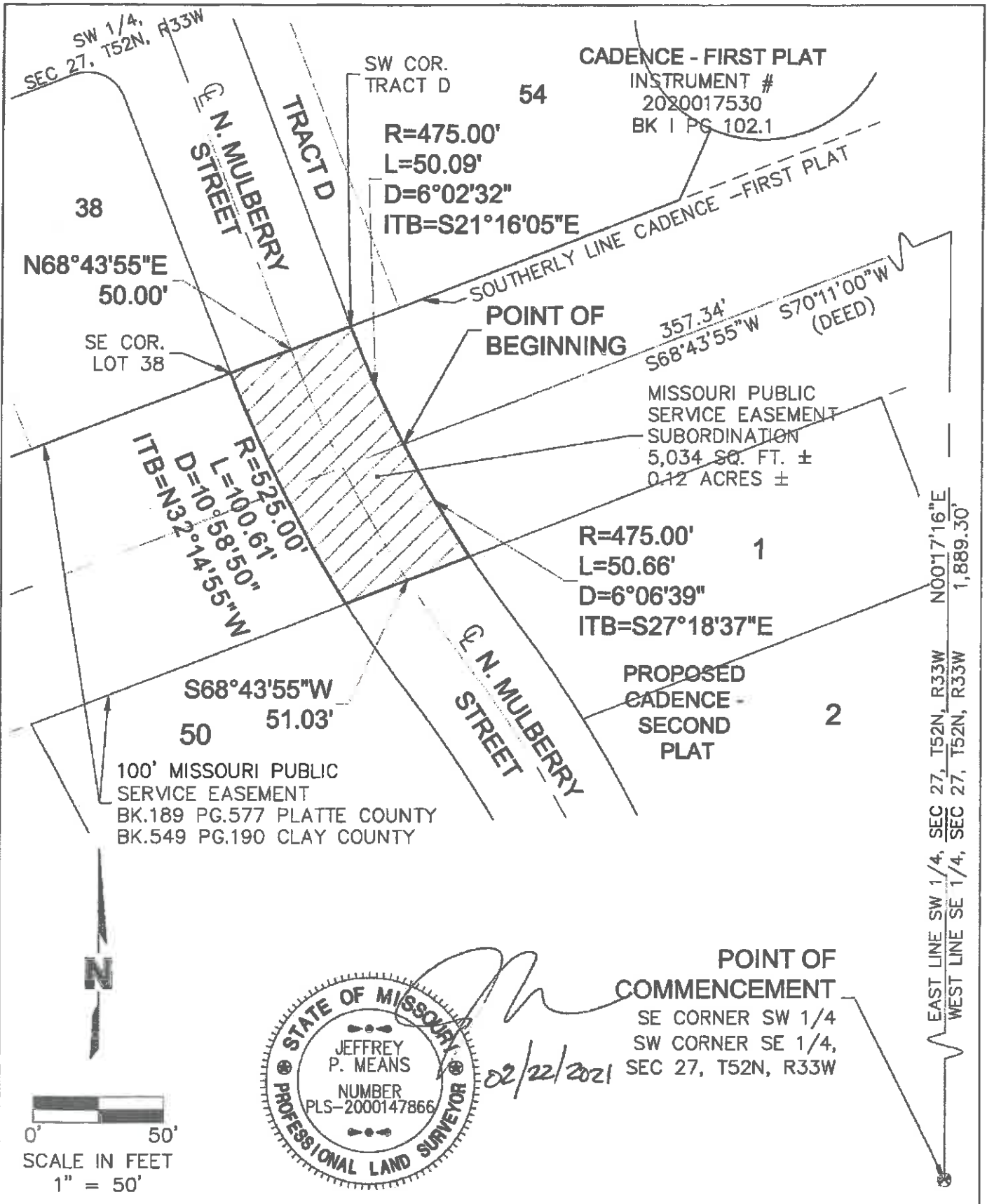
NE 1/4,
SEC 34, T52N, R33W



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 USER: rdolano
 DWG: DATE: 2021.02.22

PROJECT NO: B18-0833	MISSOURI PUBLIC SERVICE EASEMENT SUBORDINATION OVERALL	<p>1301 Burlington Street North Kansas City, MO 64116 TEL 816.381.1177 FAX 816.381.1888 www.olsson.com</p>	EXHIBIT
DRAWN BY: RD	CADENCE - SECOND PLAT		1 of 3
DATE: 2021.02.22	SW 1/4, SEC 27, T52N, R33W KANSAS CITY, CLAY COUNTY, MISSOURI	Olsson - Land Surveying - MO 366, KS 114, MO Certificate of Authority-001592	

USER: rdolano
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 DATE: Feb 22, 2021 8:28am



PROJECT NO: B18-0833	MISSOURI PUBLIC SERVICE EASEMENT SUBORDINATION EXHIBIT		1301 Burlington Street North Kansas City, MO 64118 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com	EXHIBIT
DRAWN BY: RD	CADENCE - SECOND PLAT		Olsson - Land Surveying - MO 386, KS 114, MO Certificate of Authority-001582	2 of 3
DATE: 2021.02.22	SW 1/4, SEC 27, T52N, R33W KANSAS CITY, CLAY COUNTY, MISSOURI			

CADENCE – SECOND PLAT
 Olsson No. B18-0833
 MISSOURI PUBLIC SERVICE EASEMENT SUBORDINATION
 February 22, 2021

Exhibit A page 3

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

Easement Subordination Description:

A tract of land in the Southwest Quarter of Section 27, Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jeffrey P. Means, P.L.S. 2000147866, as an Easement Subordination as follows: Commencing at the Southeast corner of said Southwest Quarter; thence North 00°17'16" East on the East line of said Southwest Quarter, 1,889.30 feet; thence leaving said East line, South 68°43'55" West (DEED South 70°11'00" West), 357.34 feet to the Point of Beginning of the tract of land to be herein described: thence Southeasterly along a curve to the left having an initial tangent bearing of South 27°18'37" East with a radius of 475.00 feet, a central angle of 06°06'39" and an arc distance of 50.66 feet to a point on the Southerly line of a 100.00 foot Missouri public service easement; thence South 68°43'55" West on said Southerly line, 51.03 feet; thence leaving said Southerly line, Northwesterly along a curve to the right having an initial tangent bearing of North 32°14'55" West with a radius of 525.00 feet, a central angle of 10°58'50" and an arc distance of 100.61 feet to the Southeast corner of Lot 38, CADENCE – FIRST PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2020017530 in Book 1 at Page 102.1 in Clay County Recorder of Deeds Office also being a point on the Southerly line of said CADENCE – FIRST PLAT also being a point on the Northerly line of said 100.00 foot Missouri public service easement; thence North 68°43'55" East on said Northerly line and said Southerly line, 50.00 feet to the Southwest corner of Tract D of said CADENCE – FIRST PLAT; thence leaving said Northerly line and Southerly line, Southeasterly along a curve to the left having an initial tangent bearing of South 21°16'05" East with a radius of 475.00 feet, a central angle of 06°02'32" and an arc distance of 50.09 feet to the Point of Beginning. Containing 5,034 square feet or 0.12 acres, more or less.

D:\2018\0501-1000\018-0833-B\40-Design\Survey\Sheets\Subordination\KCP\Subordination\B18-0833 Missouri Public Service Company Easmt Subordination.dwg
 USER: rdiana
 DATE: Feb 22, 2021 8:07am

PROJECT NO: B18-0833	MISSOURI PUBLIC SERVICE EASEMENT SUBORDINATION DESCRIPTION	 1301 Burlington Street North Kansas City, MO 64118 TEL 816.361.1177 FAX 816.361.1888 www.olsson.com Olsson - Land Surveying - MO 368, KS 114, MO Certificate of Authority-001592	EXHIBIT
DRAWN BY: RD	CADENCE - SECOND PLAT		3 of 3
DATE: 2021.02.22	SW 1/4, SEC 27, T52N, R33W KANSAS CITY, CLAY COUNTY, MISSOURI		

Recorded in Clay County, Missouri



Recording Date/Time: 02/07/2022 at 03:49:09 PM

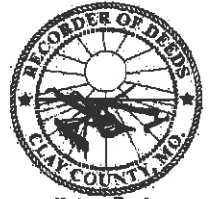
Instr #: 2022004472

Book: 9298 Page: 166

Type: AGR

Pages: 8

Fee: \$67.00 N 20220003964

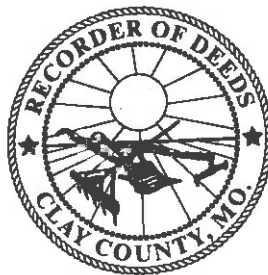


Katee Porter
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

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



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

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (the “**Agreement**”) is made and entered into as of the 13 day of AUGUST, 2021, by and between the City of Kansas City, Missouri, a constitutionally chartered Municipal corporation (the “**City**”), and Hunt Midwest Real Estate Development, Inc. (the “**Developer**”) and its assigns.

WHEREAS, Developer owns and intends to develop the property located at southeast corner of N.W. 108th Street and N. Platte Purchase Drive, Kansas City, Clay County, Missouri (the “**Property**”), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, on April 23, 2021, Hunt Midwest Real Estate Development, Inc. submitted an application (the “**Application**”), to the City on behalf of Developer for an exception to the stream buffer standards in Section 88-415 (the “**Stream Buffer Standards**”), Code of Ordinances of Kansas City, Missouri (the “**Code**”), for the Property. The Application included a mitigation plan (the “**Mitigation Plan**”) shown on EXHIBIT B; and

WHEREAS, the Application requested the following exceptions to the Stream Buffer Standards: (i) allowing the construction of a storm water outfall embankment; and (ii) allowing storm water detention to be placed in all the stream buffer zones, including within the stream itself; and

WHEREAS, the City Planning and Development Department (“**CPD**”) recommends approval of the Application with the following conditions: (i) submit a final stream buffer plan to the Land Development Division for approval prior to issuance of any permits for the subject property. The submission shall also include any permits previously issued by the Corps of Engineers and Missouri Department of Natural Resources; and (ii) obtain appropriate permits from Development Services for all on-site work prior to beginning any work on the property.

WHEREAS, the Developer believes that strict application of one or more Stream Buffer Standards would result in an unnecessary hardship for the Property and that such unnecessary hardship is unique to the Property and not generally applicable to other similarly situated properties, and that adequate measures will be put in place to protect the integrity of the stream buffer that includes appropriate mitigation of disturbed natural resources; and

WHEREAS, pursuant to Section 88-415-08-B of the Code, City Council may approve exceptions to the stream buffer standards of Section 88-415.

WHEREAS, Developer has received City Council’s approval of its Application per Ordinance 210487 and has agreed to indemnify the City to secure such approval.

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, City and Developer agree as follows:

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1. **Indemnification.** Developer agrees to indemnify, defend, and hold harmless the City, its respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of the conduct of Developer, its employees, agents, officers, contractors or subcontractors related to its Application and Mitigation Plan. Such indemnification, hold harmless and defense obligation shall exclude liability arising solely out of acts, omissions, or the negligence or willful misconduct of the City, its employees, agents, officers, contractors or subcontractors.

2. **Terms of Agreement.** The terms of this Agreement shall be binding on the Developer and the City beginning on the date it is executed by the City.

3. **No Agency or Partnership.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Developer, or any officer, employee, contractor or representative of Developer. No joint employment is intended or created by this Agreement for any purpose.

4. **Assignment.** Developer shall notify City of any assignment of Developer's rights and obligations under this Agreement within thirty (30) days of such assignment.

5. **Governing Law.** This Agreement shall be construed under the laws of the state of Missouri.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties.

7. **Notices.** All notices required by this Agreement shall be in writing sent by regular United States mail, postage prepaid, commercial overnight courier, facsimile or electronic mail, 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:

CITY:

City of Kansas City
Director of City Planning & Development
City Hall, 414 East 12th Street
Kansas City, MO 64106

DEVELOPER:

Hunt Midwest Real Estate Development, Inc.
F. Brenner Holland, Jr.
Senior Vice President
8300 NE Underground Drive
Kansas City, MO 64161

8. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

9. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

11. **Recording.** This Agreement shall be recorded among the land records of Clay County, Missouri by the Developer and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's and/or subdivision association.

12. **Amendments.** This Agreement shall not be amended or modified in any way without the prior written approval of the City and that approval must be indicated on the face of any subsequently recorded document amending or modifying this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement on the day and year first written above.

CITY:

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

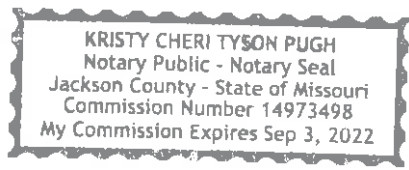
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 13 day of August, 2020, before me, the undersigned, a notary public in and for the county and state aforesaid, came Quincy 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 Mailex 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: September 3, 2022



DEVELOPER:

Hunt Midwest Real Estate Development, Inc.

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

ATTEST:

H. A. M. J.
~~Secretary Vice President~~

STATE OF Missouri)
) ss.
COUNTY OF clay)

On this 27 day of July, 2021, before me, a Notary Public in and for the state and county aforesaid, appeared F. Brenner Holland, Jr., to me personally known, and who being by me duly sworn, did say that he is the Senior Vice President of Hunt Midwest Real Estate Development, Inc., and that said instrument was signed on behalf of Hunt Midwest Real Estate Development, Inc. and acknowledged said instrument to be the free act and deed of Hunt Midwest Real Estate Development, Inc..

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

Amy Nicole Nelson
Notary Public

My Commission Expires: 3/20/2025



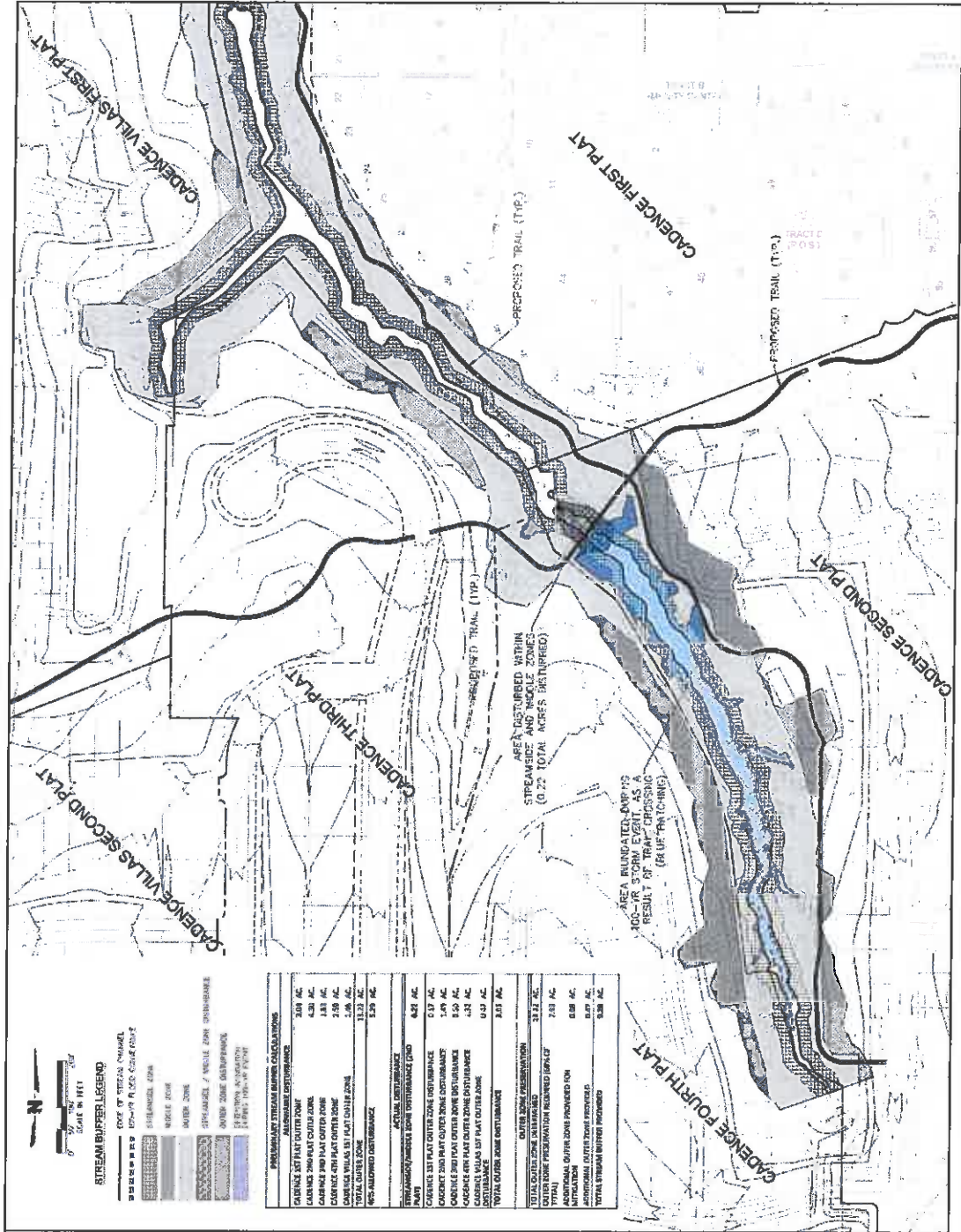
Exhibit A

Legal Description of the Property

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 27 AND NORTHWEST QUARTER OF SECTION 34, ALL IN TOWNSHIP 52 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN IN KANSAS CITY, CLAY COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092 AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°17'16" WEST, ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 704.55 FEET TO THE SOUTHEAST CORNER OF CADENCE - FIRST PLAT, A SUBDIVISION IN SAID KANSAS CITY RECORDED AS INSTRUMENT NUMBER 2020017530 IN BOOK 1 AT PAGE 102.1 IN THE CLAY COUNTY RECORDER OF DEEDS OFFICE, ALSO BEING A POINT ON THE WEST LINE OF HOLLY FARMS - 1ST PLAT, A SUBDIVISION IN SAID KANSAS CITY RECORDED AS INSTRUMENT NUMBER 2020038590 IN BOOK 1 AT PAGE 114.4 IN SAID CLAY COUNTY RECORDER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00°17'16" WEST ON SAID EAST LINE, ALSO ALONG SAID WEST LINE AND ITS SOUTHERLY EXTENSION 1,943.06 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, ALSO BEING THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°34'02" WEST, ON THE EAST LINE OF SAID NORTHWEST QUARTER, 142.12 FEET; THENCE LEAVING SAID EAST LINE, NORTH 89°42'44" WEST, 199.31 FEET; THENCE NORTH 00°17'16" EAST, 75.18 FEET; THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°59'51" AND AN ARC DISTANCE OF 23.56 FEET; THENCE NORTH 89°42'44" WEST, 66.24 FEET; THENCE NORTH 00°17'16" EAST, 190.00 FEET; THENCE NORTH 89°42'44" WEST, 131.53 FEET; THENCE NORTH 15°36'27" WEST, 267.73 FEET; THENCE NORTH 07°30'11" WEST, 353.49 FEET; THENCE NORTH 16°14'09" WEST, 163.32 FEET; THENCE NORTH 27°50'08" WEST, 190.84 FEET; THENCE NORTH 31°44'41" WEST, 223.28 FEET; THENCE NORTH 51°57'50" WEST, 173.70 FEET; THENCE NORTH 23°37'45" WEST, 187.34 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CADENCE - FIRST PLAT; THENCE NORTH 68°43'55" EAST, ALONG SAID SOUTHERLY LINE, 836.49 FEET; THENCE NORTH 23°34'11" EAST, ALONG SAID SOUTHERLY LINE, 30.00 FEET; THENCE EASTERLY, ALONG SAID SOUTHERLY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 66°25'49" EAST WITH A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°40'31" AND AN ARC DISTANCE OF 78.26 FEET; THENCE SOUTH 66°06'20" EAST, ALONG SAID SOUTHERLY, 30.00 FEET; THENCE NORTH 68°43'55" EAST, ALONG SAID SOUTHERLY LINE, 130.85 FEET TO THE POINT OF BEGINNING. CONTAINING 1,160,387 SQUARE FEET OR 26.64 ACRES, MORE OR LESS.

Exhibit B

Stream Buffer and Mitigation Plan



STREAM BUFFER LEGEND

100-FT BUFFER

50-FT BUFFER

25-FT BUFFER

100-FT BUFFER

50-FT BUFFER

25-FT BUFFER

DOE OF STEAK CHANNEL

100-FT BUFFER

50-FT BUFFER

25-FT BUFFER

100-FT BUFFER

50-FT BUFFER

25-FT BUFFER

100-FT BUFFER

50-FT BUFFER

25-FT BUFFER

PRELIMINARY STREAM BUFFER CALCULATIONS	
CADENCE VILLAS SECOND PLAT	2.09 AC
CADENCE THIRD PLAT	4.30 AC
CADENCE FIRST PLAT	1.74 AC
CADENCE VILLAS SECOND PLAT	2.09 AC
CADENCE THIRD PLAT	4.30 AC
CADENCE FIRST PLAT	1.74 AC
TOTAL OUTER ZONE	13.25 AC
100% ALLOWED DISTURBANCE	5.29 AC
ACTUAL DISTURBANCE	6.42 AC
ADDITIONAL DISTURBANCE REQUIRED (DUP-PS)	0.17 AC
CADENCE VILLAS SECOND PLAT	0.17 AC
CADENCE THIRD PLAT	1.49 AC
CADENCE FIRST PLAT	0.50 AC
CADENCE VILLAS SECOND PLAT	0.17 AC
CADENCE THIRD PLAT	0.17 AC
CADENCE FIRST PLAT	0.17 AC
TOTAL OUTER ZONE DISTURBANCE	2.37 AC
ADDITIONAL DISTURBANCE REQUIRED (DUP-PS)	0.17 AC
TOTAL OUTER ZONE DISTURBANCE	2.54 AC
ADDITIONAL DISTURBANCE REQUIRED (DUP-PS)	0.17 AC
TOTAL OUTER ZONE DISTURBANCE	2.71 AC
ADDITIONAL DISTURBANCE REQUIRED (DUP-PS)	0.17 AC
TOTAL OUTER ZONE DISTURBANCE	2.88 AC
ADDITIONAL DISTURBANCE REQUIRED (DUP-PS)	0.17 AC
TOTAL OUTER ZONE DISTURBANCE	3.05 AC

AREA DISTURBED WITHIN STREAMSIDE AND BUFFER ZONES (0.22 TOTAL ACRES DISTURBED)

AREA RUNDATED-DUP-PS 100-FT STORM EVENT AS A RESULT OF TRAIL CROSSING (0.07 ACROSSING)

Recorded in Clay County, Missouri



Recording Date/Time: 02/07/2022 at 03:49:09 PM

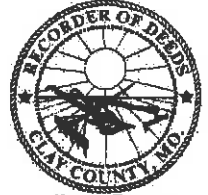
Instr #: 2022004473

Book: 9298 Page: 167

Type: REST

Pages: 9

Fee: \$70.00 N 20220003964

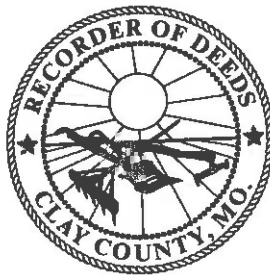


Katee Porter
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

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



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

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

THIS COVENANT made and entered into this 28 day of July, 21 , by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Hunt Midwest Real Estate Development, Inc. (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located on the south side of NW 108th Street and east of N Platte Purchase Drive, 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 Cadence Second 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 64-113 and Tracts F and G as shown on Exhibit "B" attached hereto.

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

WHEREAS, The Facilities, located on Tract E of Cadence First Plat, as shown on Exhibit "C" attached hereto, and Tract G of Cadence Second Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

Sec. 1. Owner at its sole cost shall:

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

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract E of Cadence First Plat and Tract G of Cadence Second Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E of Cadence First Plat, and Tract G of Cadence Second Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2018-088, and 2021-007, respectively.
- g. Obtain all necessary improvement and repair permits prior to performing any work on The Facilities.

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

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Lots 64-113 served by the Facilities on Tract E of Cadence First Plat, and Tract G of Cadence Second Plat.
- b. Assess a lien on either Tract E of Cadence First Plat, Tract G of Cadence Second Plat, or on the Lots 64-113, or all served by the Facilities on Tract E of Cadence First Plat and Tract G of Cadence Second Plat;
- c. Maintain suit against Owner, and/or the owner of Tract E of Cadence First Plat and/or the owners of Lots 64-113 served by the Facilities on Tract E of Cadence First Plat and Tract G of Cadence Second Plat for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner and/or the then-current owners of Tract E Cadence First Plat, Tract G of Cadence Second Plat, and Lots 64-113 not less than thirty (30) days before it begins maintenance of The Facilities.

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

Sec. 4. This covenant shall run with the land legally described in Exhibit "A". Owner shall remain liable under the terms of this Covenant unless and until Owner assigns its rights and obligations to a third party and such assignment is accepted by the City. Notwithstanding the foregoing, after completion of the Facilities and acceptance thereof by the City, Owner may assign its rights and obligations hereunder to the Cadence Home Owners Association, a Missouri nonprofit corporation, (the "Association") by transferring ownership of Tract E of the Cadence First Plat and/or Tract G of Cadence Second Plat by deed to the Association, without the City's acceptance or approval, in which case the successor-in-interest will be deemed to be the "Owner" herein and assume all rights and obligations as Owner as set forth herein. Further, Owner may transfer ownership of Lots 64-113 with the Plat by deed to third parties without obtaining City's acceptance or approval.

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

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

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

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

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

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

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

Sec. 10. Upon the effective date of this Covenant, the City shall file this Covenant in the Office for recording real estate documents in Clay 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: Dani Buckley
Director of City Planning and Development

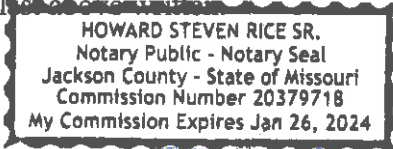
Approved as to form:

E. L. [Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

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

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



Howard Steven Rice Sr.
Notary Public

My Commission Expires: January 26, 2024

OWNER
Hunt Midwest Real Estate Development, Inc.
8300 NE Underground Drive
Kansas City, MO 64161
F. Brenner Holland, Jr., Senior Vice President
Phone: 816.455.2500, Fax: 816.455.8701

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

By: F. Brenner Holland, Jr.

Title: Senior Vice President

Date: July 28, 2021

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

Attach corporate seal if applicable

STATE OF Missouri)
) SS
COUNTY OF clay)

BE IT REMEMBERED, that on the 28 day of JULY, 2021,
before me, the undersigned notary public in and for the county and state aforesaid, came
F. Brenner Holland, Jr., to me personally known, who being by me duly sworn did say that he
is the Senior Vice President of Hunt Midwest Real Estate Development Inc., and that said
instrument was signed on behalf of said Corporation 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.

Amy Nicole Nelson
Notary Public

My commission expires: 3/20/2025

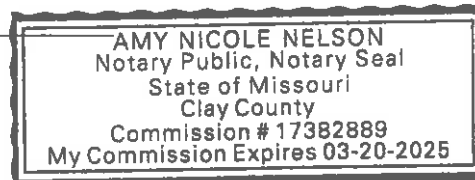


EXHIBIT "A"

PROPERTY DESCRIPTION:

A tract of land in the Southwest Quarter of Section 27 and Northwest Quarter of Section 34, all in Township 52 North, Range 33 West of the 5th Principal Meridian in Kansas City, Clay County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Commencing at the Northeast corner of said Southwest Quarter; thence South 00°17'16" West, on the East line of said Southwest Quarter, 704.55 feet to the Southeast corner of CADENCE - FIRST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020017530 in Book I at Page 102.1 in the Clay County Recorder of Deeds Office, also being a point on the West line of HOLLY FARMS - 1ST PLAT, a subdivision in said Kansas City recorded as Instrument Number 2020038590 in Book I at Page 114.4 in said Clay County Recorder of Deeds Office, also being the Point of Beginning of the tract of land to be herein described; thence continuing South 00°17'16" West on said East line, also along said West line and its Southerly extension 1,943.06 feet to the Southeast corner of said Southwest Quarter, also being the Northeast corner of said Northwest Quarter; thence South 00°33'26" West, on the East line of said Northwest Quarter, 142.12 feet; thence leaving said East line, North 89°42'44" West, 199.33 feet; thence North 00°17'16" East, 80.18 feet; thence Northwesterly, along a curve to the left, being tangent to the last described course with a radius of 15.00 feet, a central angle of 89°59'51" and an arc distance of 23.56 feet; thence North 89°42'44" West, 66.24 feet; thence North 00°17'16" East, 255.90 feet; thence North 64°06'18" West, 107.53 feet; thence North 17°49'56" West, 214.30 feet; thence South 82°29'49" West, 50.74 feet; thence North 07°30'11" West, 305.02 feet; thence North 16°14'09" West, 163.32 feet; thence North 27°50'08" West, 190.84 feet; thence North 31°44'41" West, 223.28 feet; thence North 51°57'50" West, 173.70 feet; thence North 23°37'45" West, 187.34 feet to a point on the Southerly line of said CADENCE - FIRST PLAT; thence North 68°43'55" East, along said Southerly line, 836.49 feet; thence North 23°34'11" East, along said Southerly line, 30.00 feet; thence Easterly, along said Southerly line, along a curve to the left having an initial tangent bearing of South 66°25'49" East with a radius of 50.00 feet, a central angle of 89°40'31" and an arc distance of 78.26 feet; thence South 66°06'20" East, along said Southerly, 30.00 feet; thence North 68°43'55" East, along said Southerly line, 130.85 feet to the Point of Beginning. Containing 1,132,270 square feet or 25.99 acres, more or less.

EXHIBIT "B"

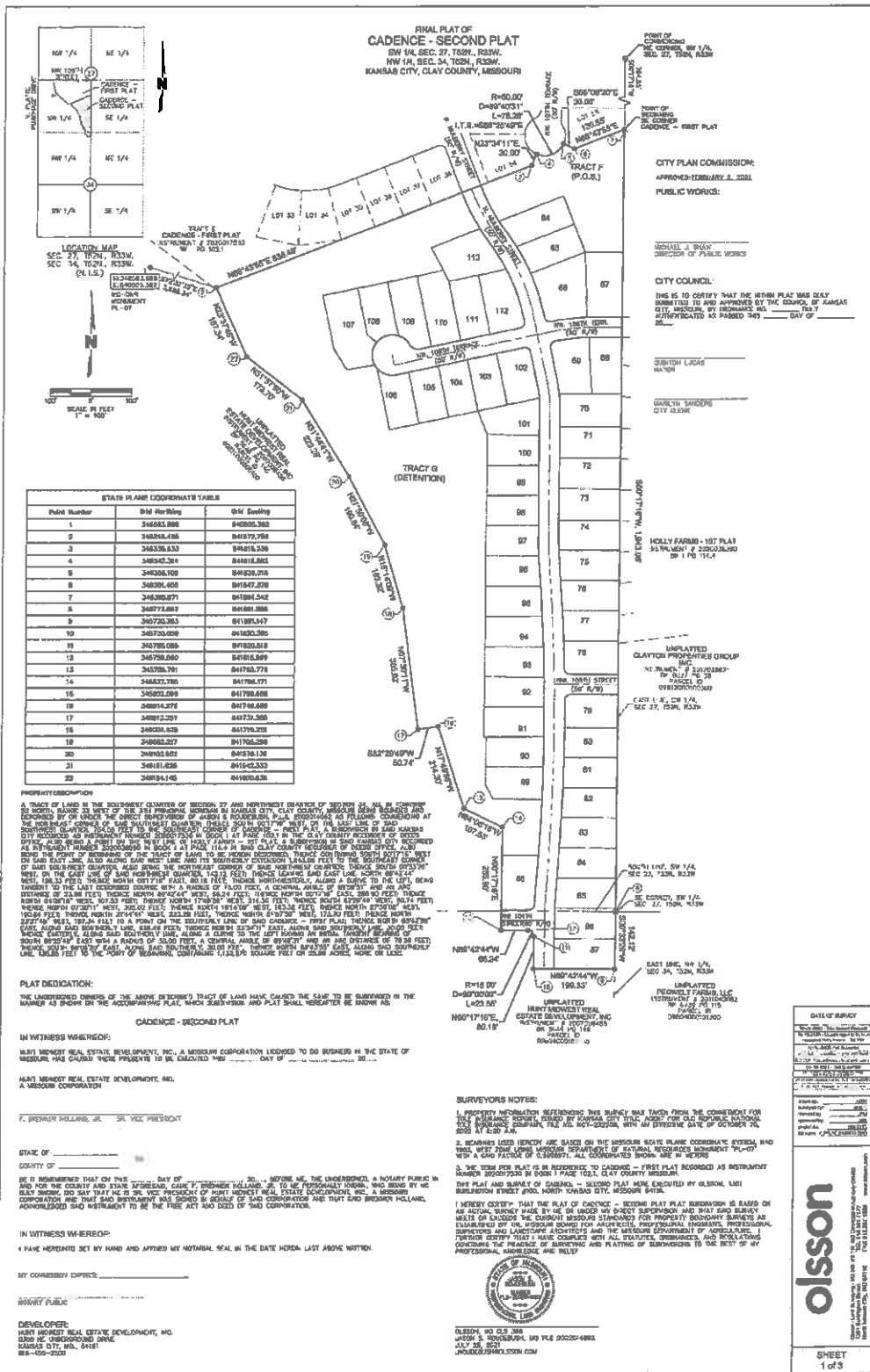


EXHIBIT "C"

