

Recorded in Clay County, Missouri



Recording Date/Time: 02/11/2025 at 10:55:12 AM

Book: 9883 Page: 56

Instr #: 2025003043

Pages: 3

Fee: \$27.00 E

OLSSON

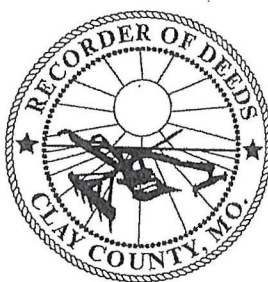


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE CLAY COUNTY, MISSOURI

EXEMPT DOCUMENT

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



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

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Olsson
1301 Burlington St
Jlc, Mo. 64116



File #: 220620

ORDINANCE NO. 220620

Approving the plat of Hills of Montclair – Fourth Plat, an addition in Clay County, Missouri, on approximately 23.07 acres generally located on the west side of Northeast Cookingham Road approximately 400 feet south of North Flintlock Road, creating 69 lots and 3 tracts for the purpose of a 69 lot single family home subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development to execute and/or accept certain agreements; and directing the City Clerk to record this ordinance and attached documents. (CLD-FnPlat-2022-00004)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Hills of Montclair – Fourth 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.

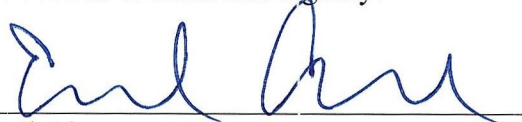
Section 4. That the Director of City Planning and Development is hereby authorized to execute a Covenant to Maintain Stormwater Detention Facilities Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

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

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

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on April 5, 2022.

Approved as to form and legality:



Eluard Alegre
Associate City Attorney

This is to certify that General Taxes for 20 24, 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 Carmelita Smith

Dated, February 6, 2025



Authenticated as Passed



Quinton Lucas, Mayor


Marilyn Sanders, City Clerk

AUG 04 2022

Date Passed

Recorded in Clay County, Missouri



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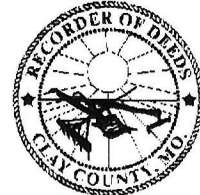
Book: 9883 Page: 57

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Pages: 13

Fee: \$82.00 N

OLSSON

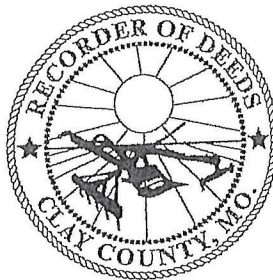


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

NON-STANDARD DOCUMENT

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



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

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2: Same

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF HILLS OF MONTCLAIR - FOURTH PLAT**

THIS COVENANT made and entered into this 4th day of February, 202~~A~~⁵, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and ROBERTSON CONSTRUCTION, L.L.C., a Missouri limited liability company, (**Owner**), and The Hills of Montclair Homes Association, Inc, a Missouri non-profit corporation (**HOA**).

WHEREAS, Owner has an interest in certain real estate generally located south of NE 100th St, east of N Kentucky Ave, and west of Missouri 291 Hwy 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 Final Plat of Hills of Montclair - Fourth 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 191-259 and Tracts G, H and I as shown on Exhibit "B" attached hereto.

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

WHEREAS, the Facilities, located on Tract E-3 of Hills of Montclair Third Plat, which is owned and maintained by HOA and specifically described in Exhibit "C" attached hereto and incorporated herein by reference, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

Sec. 1. HOA at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract E-3 of Hills of Montclair Third Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract E-3 of Hills of Montclair Third 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, located on Tract E-3 of Hills of Montclair Third Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E-3 of Hills of Montclair Third Plat pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2017-017 and 2022-003.
- 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-3 of Hills of Montclair Third Plat in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if HOA fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against HOA, and/or the owners of Lots 191-259 Hills of Montclair - Fourth Plat served by the Facilities located on Tract E-3 of Hills of Montclair Third Plat;
- b. Assess a lien on either the Tract E-3 of Hills of Montclair Third Plat or on the L Lots 191-259 Hills of Montclair - Fourth Plat served by the Facilities located on Tract E-3 of Hills of Montclair Third Plat;
- c. Maintain suit against HOA, and/or the owner of Tract E-3 of Hills of Montclair Third Plat and/or the owners of Lots 191-259 Hills of Montclair - Fourth Plat served by the Facilities located on Tract E-3 of Hills of Montclair Third 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, HOA and/or the then-current owners of Tract E-3 of Hills of Montclair Third Plat and Lots 191-259 Hills of Montclair - Fourth Plat not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. HOA and/or the owner of Tract E-3 of Hills of Montclair Third 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" and Exhibit "C". HOA shall remain liable under the terms of this Covenant unless and until HOA assigns its rights and obligations to a third party and such assignment is accepted by the City.

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

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

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

Notices to Owner shall be addressed to:
ROBERTSON CONSTRUCTION, L.L.C.
Attn: Jim Robertson
PO Box 876
Liberty, MO 64069
Phone No.: (816) 781-1943

Notices to HOA shall be addressed to:
The Hills of Montclair Homes Association, Inc.
Attn: James R Robertson, President
8320 N Oak Trafficway, Suite 214
Kansas City, MO 64118-1270

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

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

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

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

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

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI


City Clerk Marilyn Sanders

By: 
Director of KC Water Kenneth Morgan

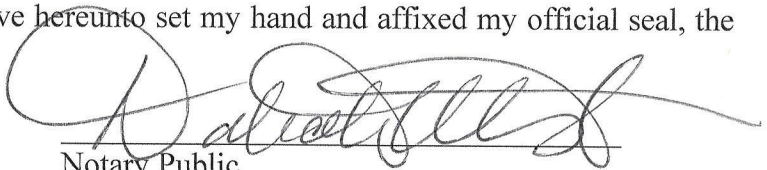
Approved as to form:


Assistant City Attorney

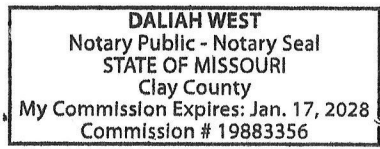
STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 4 day of February, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

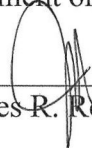

Notary Public

My Commission Expires: January 17, 2028



OWNER
ROBERTSON CONSTRUCTION, L.L.C.
PO Box 876
Liberty, MO 64069
Phone No.: (816) 781-1943

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

By: 
James R. Robertson

Title: Authorized Member

Date: 12-9-24

Check one:


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

Attach corporate seal if applicable

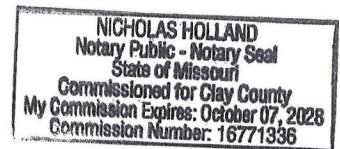
STATE OF MISSOURI)
COUNTY OF Clay) SS

BE IT REMEMBERED, that on the 9th day of December, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came James R. Robertson, to me personally known, who being by me duly sworn did say that he is the Authorized Member of ROBERTSON CONSTRUCTION, L.L.C., and that said instrument was signed on behalf of said limited liability company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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



Notary Public

My commission expires: October 07, 2028



HOA
The Hills of Montclair Homes Association, Inc.
8320 N Oak Trafficway, Suite 214
Kansas City, MO 64118-1270

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

By: 
James R. Robertson

Title: President

Date: 12-2-24

Check one:


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

Attach corporate seal if applicable

STATE OF MISSOURI)
COUNTY OF Clay) SS

BE IT REMEMBERED, that on the 9th day of December, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came James R. Robertson, to me personally known, who being by me duly sworn did say that he is the President of The Hills of Montclair Homes Association, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

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


Notary Public

My commission expires: October 07, 2028

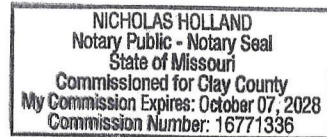


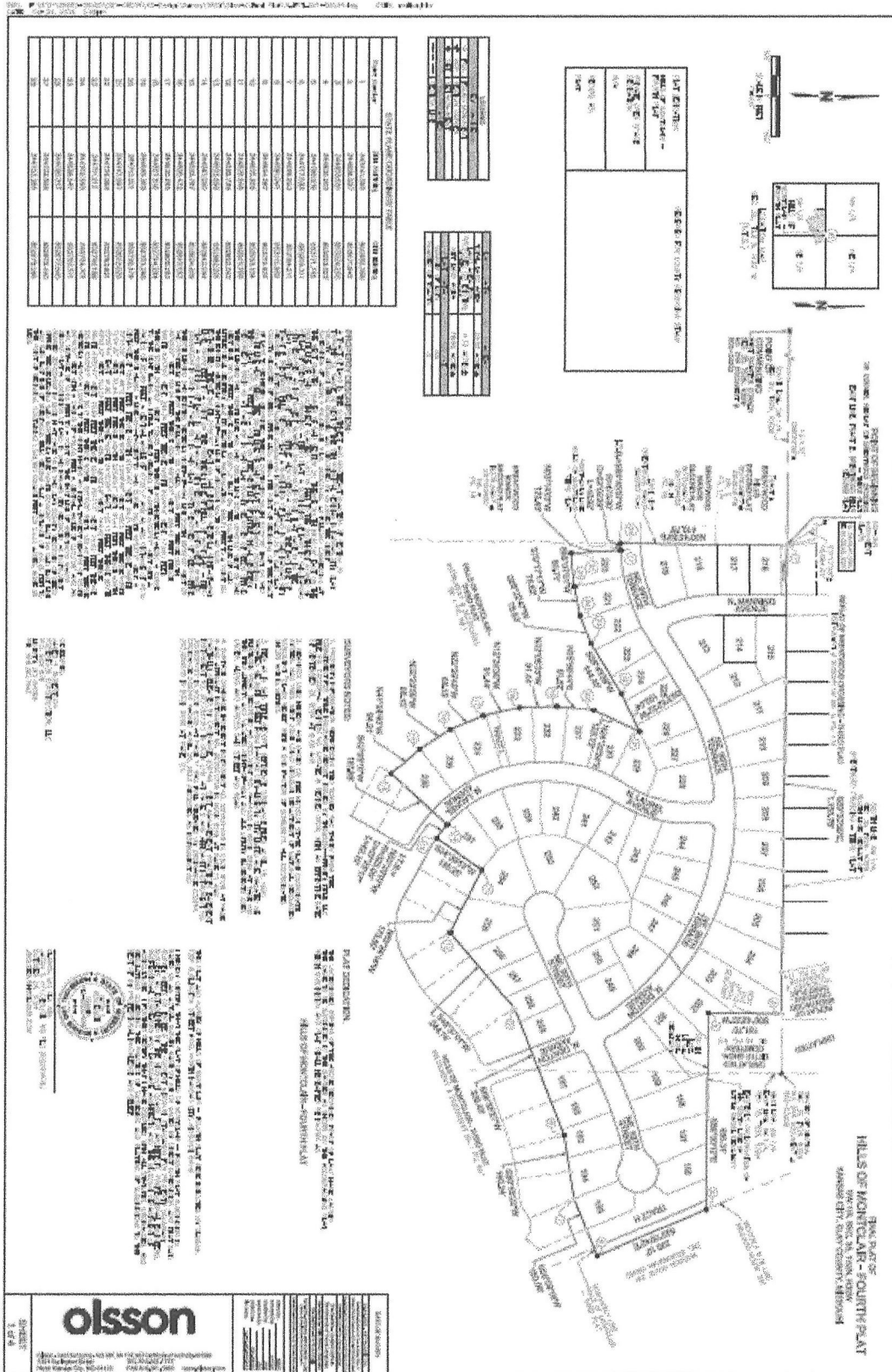
EXHIBIT "A"

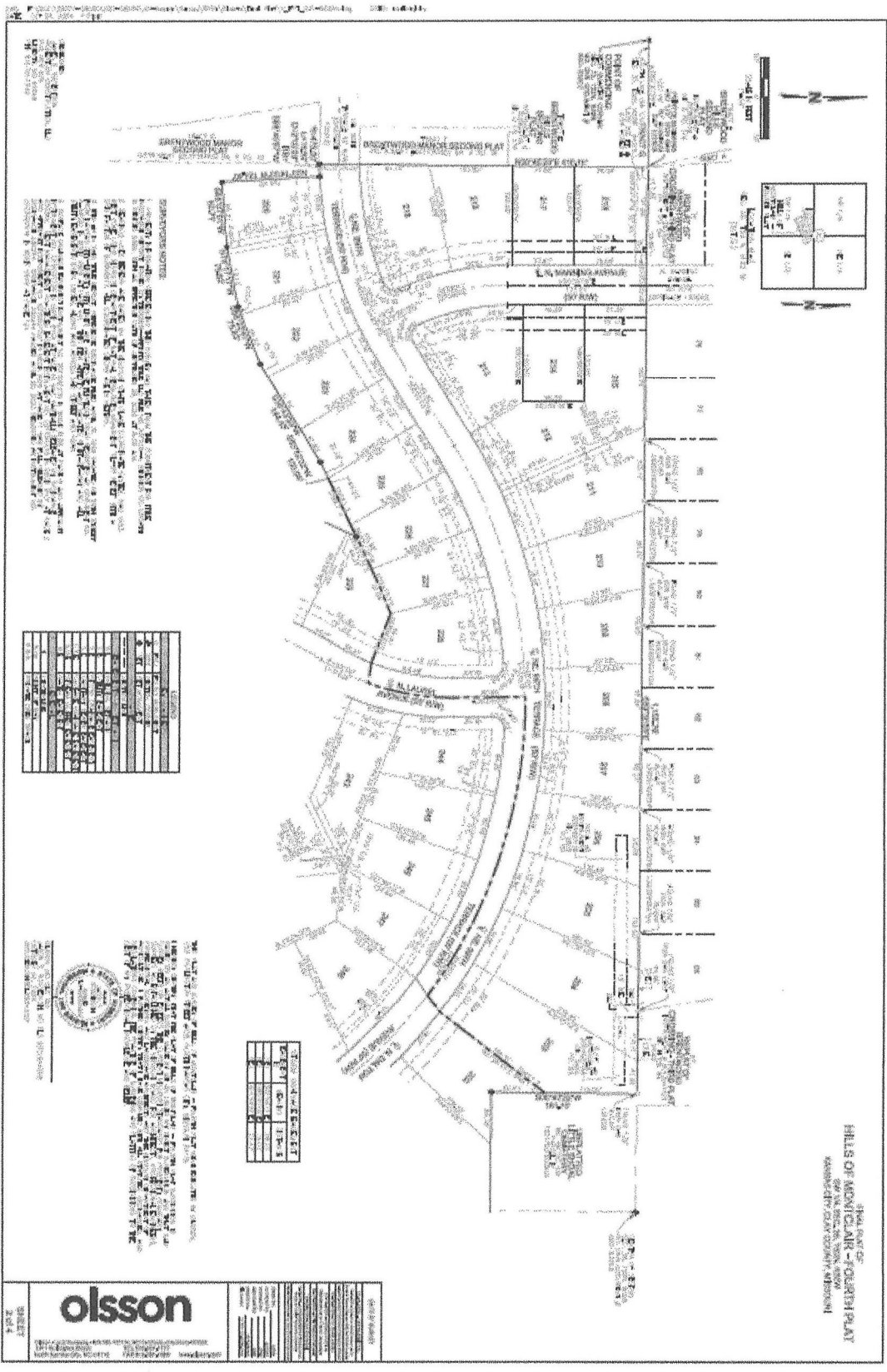
Hills of Montclair – Fourth Plat
Olsson No. 021-08034
December 3, 2021

Property Description

A tract of land in the Southwest and Southeast Quarters of Section 35 Township 52, Range 32 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 West quarter corner of said Section 35; thence South 89°30'58" East on the North line of said Southwest Quarter, 1,317.76 feet to the Southwest corner of REPLAT OF BRENTWOOD CROSSING – THIRD PLAT, a subdivision of land in said Kansas City Recorded as Instrument Number 2013047103 in Book H at Page 84 in the Clay County Recorder of Deeds Office, also being a point on the East line of Tract E, BRENTWOOD HILLS SECOND PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2008041118 in Book G at Page 174 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 89°30'58" East on said North line also being the South line of said REPLAT OF BRENTWOOD CROSSING – THIRD PLAT, 1,155.76 feet to a point on the West line of LITTLE SHOAL CEMETERY recorded in Book 46 at Page 451 in said Clay County Recorder of Deeds Office; thence leaving said North line and said South line South 00°42'22" West on said West line, 181.70 feet; thence South 89°30'12" East on the South line of said LITTLE SHOAL CEMETERY and its Easterly prolongation, 486.31 feet to a point on the existing Westerly right-of-way line of Missouri Route 291 as now established; thence South 23°00'42" East on said existing Westerly right-of-way line, 290.10 feet to a point on the Northerly line of HILLS OF MONTCLAIR – THIRD PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2020002243 in Book I at Page 89.1 in said Clay County Recorder of Deeds Office; thence leaving said existing Westerly right-of-way line South 66°59'18" West on said Northerly line for the following 22 calls, 150.06 feet; thence South 80°55'22" West, 160.24 feet; thence South 68°35'27" West, 338.49 feet; thence South 49°37'01" West, 244.74 feet; thence North 63°24'14" West, 173.60 feet; thence South 34°39'53" West, 135.25 feet; thence Northwesterly along a curve to the right having an initial tangent bearing of North 55°20'07" West with a radius of 325.00 feet, a central angle of 07°25'17" and an arc distance of 42.10 feet; thence along a line non-tangent to said curve, South 42°05'10" West, a distance of 187.66 feet; thence North 41°24'40" West, 94.21 feet; thence North 32°23'59" West, 88.15 feet; thence North 22°29'48" West, 88.15 feet; thence North 12°24'30" West, 91.44 feet; thence North 02°08'03" West, 91.44 feet; thence North 05°59'44" East, 91.82 feet; thence North 24°32'24" East, 125.13 feet; thence South 63°52'32" West, 103.04 feet; thence South 58°43'39" West, 144.45 feet; thence South 68°22'47" West, 75.83 feet; thence South 79°17'17" West, 75.62 feet; thence South 85°07'01" West, 80.71 feet; thence North 03°14'03" West, 122.40 feet; thence Westerly along a curve to the right having an initial tangent bearing of South 86°45'57" West with a radius of 475.00 feet, a central angle of 02°02'29" and an arc distance of 16.92 feet to a point on the East line of BRENTWOOD MANOR SECOND PLAT a subdivision of land in said Kansas City recorded as Instrument Number 2011004652 in Book H at Page 18 in said Clay County Recorder of Deeds Office; thence leaving said Northerly line North 00°45'28" East on said East line and said East line of BRENTWOOD HILLS SECOND PLAT, a distance of 410.76 feet to the Point of Beginning. Containing 1,004,851 square feet or 23.07 acres, more or less.

EXHIBIT "B"





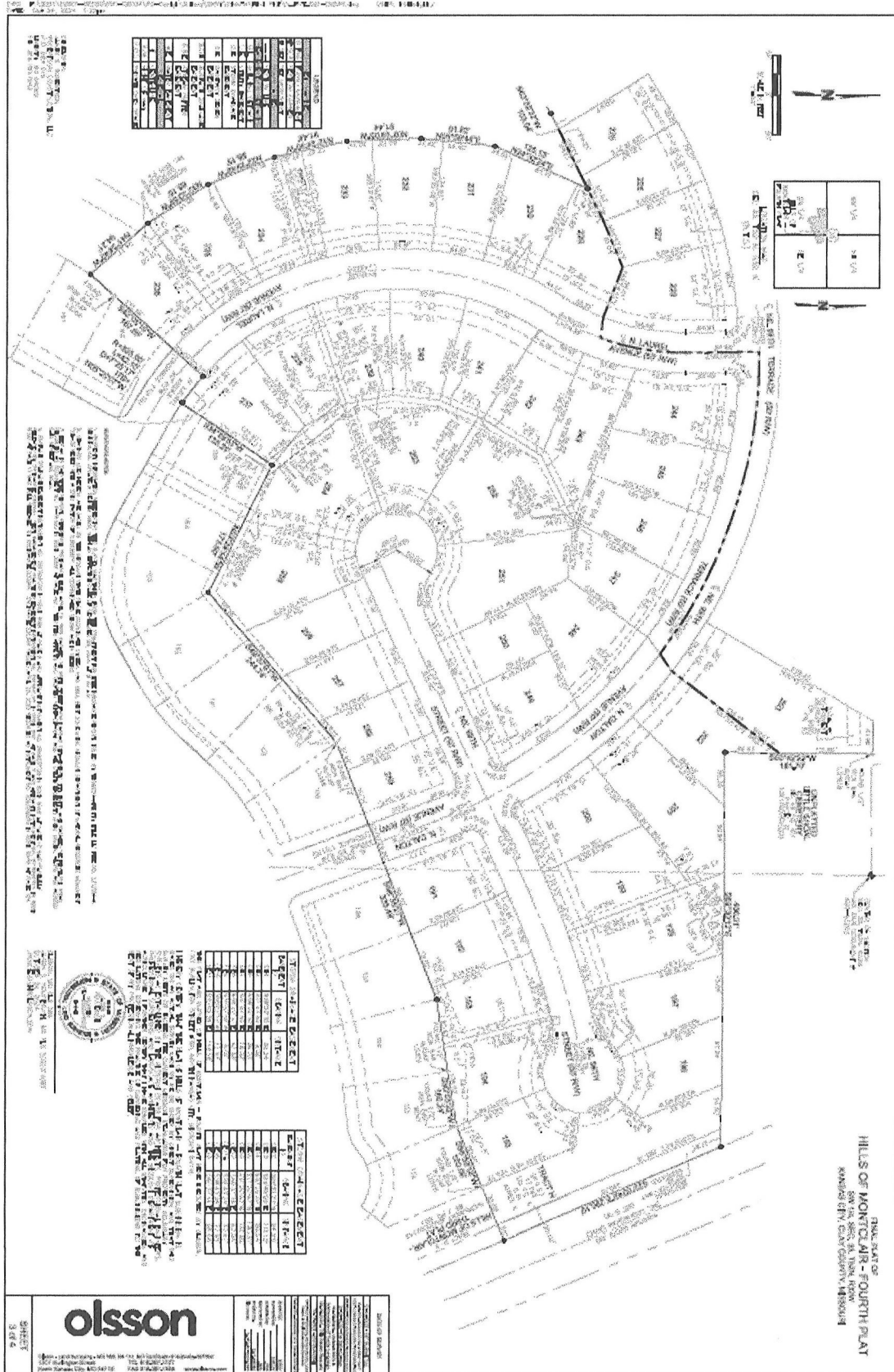
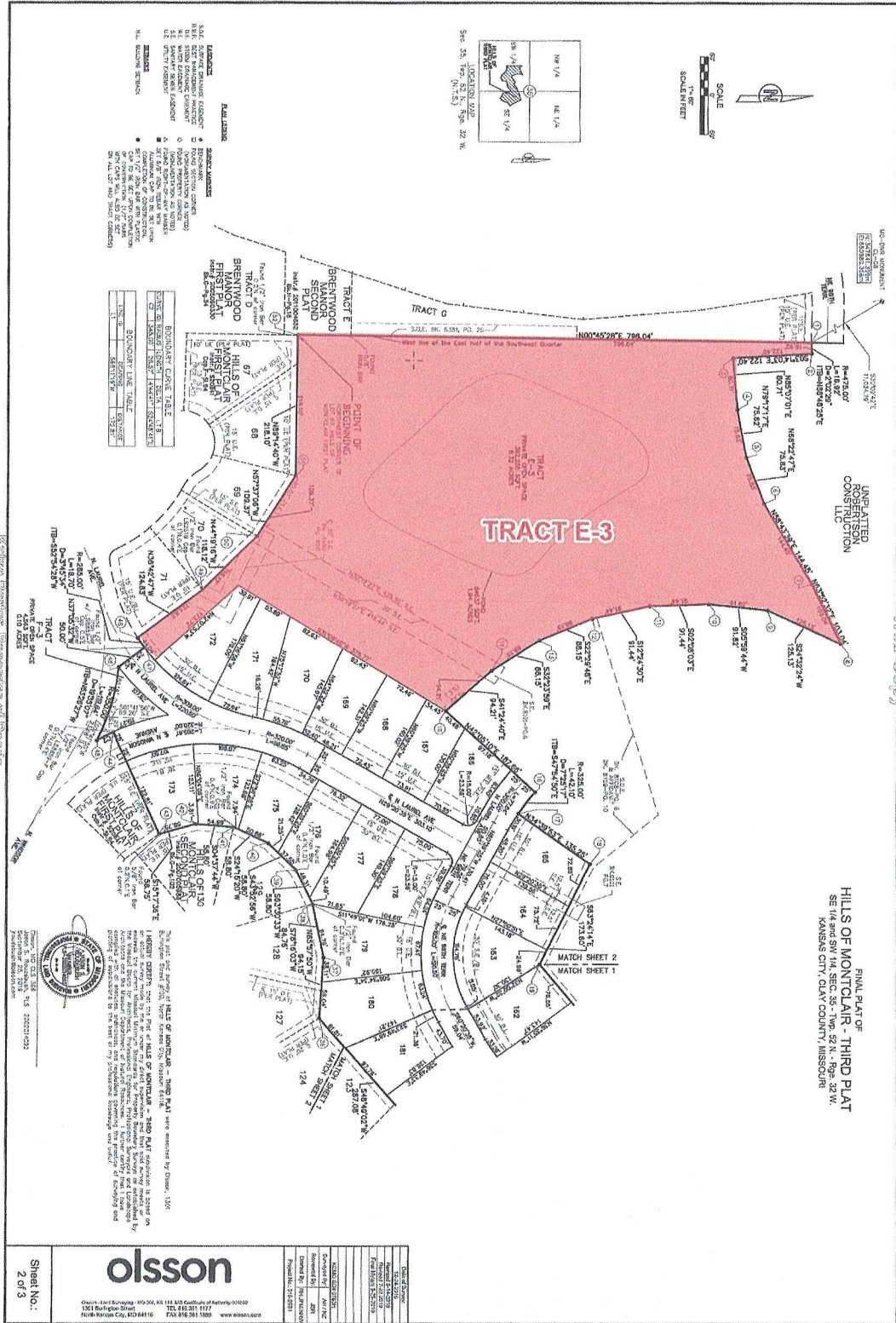


EXHIBIT "C"

Tract E-3 of Hills of Montclair Third Plat, a subdivision in Kansas City, Clay County, Missouri



Recorded in Clay County, Missouri



Recording Date/Time: 02/11/2025 at 10:55:12 AM

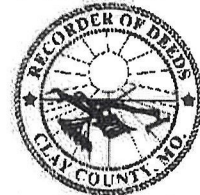
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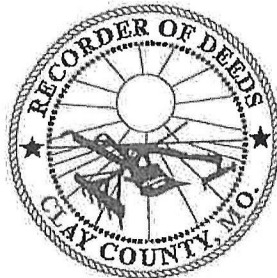


Sandra Brock
Recorder of Deeds

RECORDER OF DEEDS CERTIFICATE
CLAY COUNTY, MISSOURI

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

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2: Same

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF HILLS OF MONTCLAIR - FOURTH PLAT**

THIS COVENANT made and entered into this 4th day of February, 202~~A~~⁵, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and ROBERTSON CONSTRUCTION, L.L.C., a Missouri limited liability company, (**Owner**), and The Hills of Montclair Homes Association, Inc, a Missouri non-profit corporation (**HOA**).

WHEREAS, Owner has an interest in certain real estate generally located south of NE 100th St, east of N Kentucky Ave, and west of Missouri 291 Hwy 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 Final Plat of Hills of Montclair - Fourth 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 191-259 and Tracts G, H and I as shown on Exhibit "B" attached hereto.

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

WHEREAS, the Facilities, located on Tract E-3 of Hills of Montclair Third Plat, which is owned and maintained by HOA and specifically described in Exhibit "C" attached hereto and incorporated herein by reference, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

Sec. 1. HOA at its sole cost shall:

- a. Be responsible for the perpetual preservation, maintenance, repair and replacement, if necessary of The Facilities located on Tract E-3 of Hills of Montclair Third Plat.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for the Facilities located on Tract E-3 of Hills of Montclair Third 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, located on Tract E-3 of Hills of Montclair Third Plat to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract E-3 of Hills of Montclair Third Plat pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No 2017-017 and 2022-003.
- 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-3 of Hills of Montclair Third Plat in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if HOA fails to maintain same. In the event that the City does provide maintenance for the facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against HOA, and/or the owners of Lots 191-259 Hills of Montclair - Fourth Plat served by the Facilities located on Tract E-3 of Hills of Montclair Third Plat;
- b. Assess a lien on either the Tract E-3 of Hills of Montclair Third Plat or on the L Lots 191-259 Hills of Montclair - Fourth Plat served by the Facilities located on Tract E-3 of Hills of Montclair Third Plat;
- c. Maintain suit against HOA, and/or the owner of Tract E-3 of Hills of Montclair Third Plat and/or the owners of Lots 191-259 Hills of Montclair - Fourth Plat served by the Facilities located on Tract E-3 of Hills of Montclair Third Plat for all cost incurred by the City for such maintenance.

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

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

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

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

Notices to Owner shall be addressed to:
ROBERTSON CONSTRUCTION, L.L.C.
Attn: Jim Robertson
PO Box 876
Liberty, MO 64069
Phone No.: (816) 781-1943

Notices to HOA shall be addressed to:
The Hills of Montclair Homes Association, Inc.
Attn: James R Robertson, President
8320 N Oak Trafficway, Suite 214
Kansas City, MO 64118-1270

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

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

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

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

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

ATTESTATION BY CITY CLERK:

City Clerk

Marilyn Sanders

KANSAS CITY, MISSOURI

By: Kenneth Morgan

Director of KC Water

Kenneth Morgan

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)

) SS

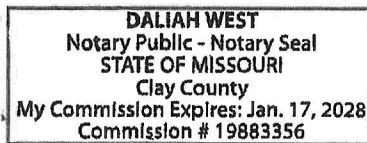
COUNTY OF Jackson)

BE IT REMEMBERED that on this 4 day of February, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of KC Water, 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.

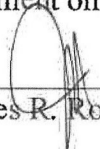
[Signature]
Notary Public

My Commission Expires: January 17, 2028



OWNER
ROBERTSON CONSTRUCTION, L.L.C.
PO Box 876
Liberty, MO 64069
Phone No.: (816) 781-1943

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

By: 
James R. Robertson

Title: Authorized Member

Date: 12-9-24

Check one:

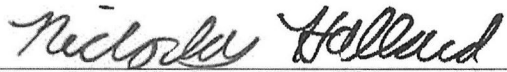
- Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company (LLC)

Attach corporate seal if applicable

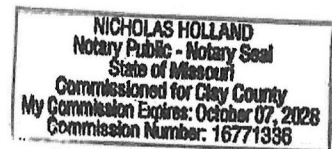
STATE OF MISSOURI)
COUNTY OF clay) SS

BE IT REMEMBERED, that on the 9th day of December, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came James R. Robertson, to me personally known, who being by me duly sworn did say that he is the Authorized Member of ROBERTSON CONSTRUCTION, L.L.C., and that said instrument was signed on behalf of said limited liability company by authority of its members and acknowledged said instrument to be the free act and deed of said limited liability company.

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



Notary Public

My commission expires: October 07, 2028



HOA
The Hills of Montclair Homes Association, Inc.
8320 N Oak Trafficway, Suite 214
Kansas City, MO 64118-1270

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

By: 
James R. Robertson

Title: President

Date: 12-9-24

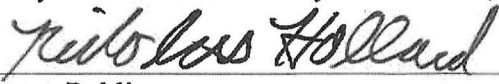
- Check one:
 Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company (LLC)

Attach corporate seal if applicable

STATE OF MISSOURI)
COUNTY OF Clay) SS

BE IT REMEMBERED, that on the 9th day of December, 2024, before me, the undersigned notary public in and for the county and state aforesaid, came James R. Robertson, to me personally known, who being by me duly sworn did say that he is the President of The Hills of Montclair Homes Association, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the free act and deed of said corporation.

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


Notary Public

My commission expires: October 07, 2028

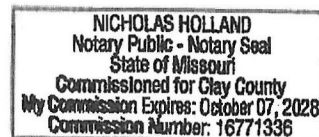


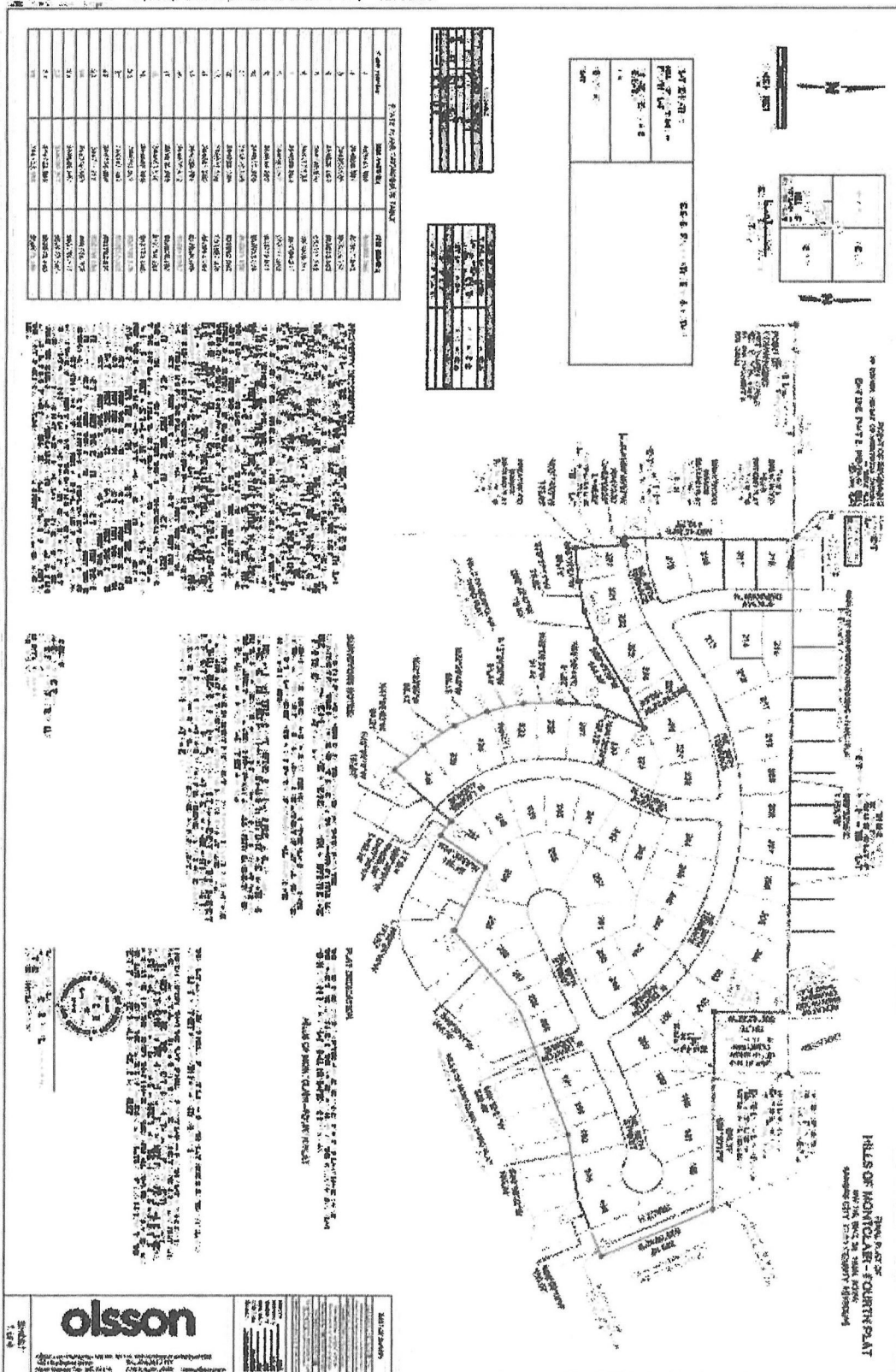
EXHIBIT "A"

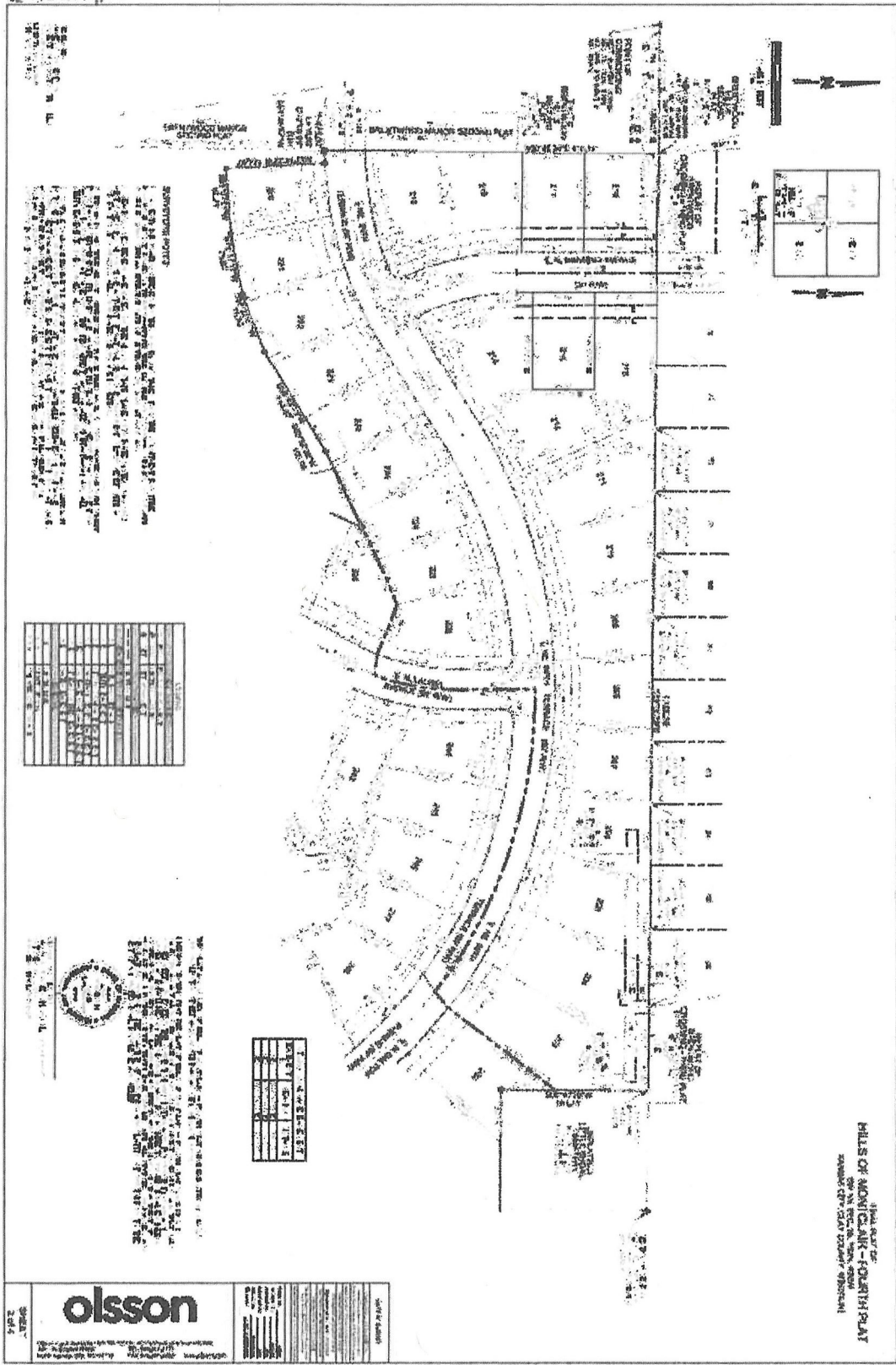
Hills of Montclair – Fourth Plat
Olsson No. 021-08034
December 3, 2021

Property Description

A tract of land in the Southwest and Southeast Quarters of Section 35 Township 52, Range 32 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 West quarter corner of said Section 35; thence South 89°30'58" East on the North line of said Southwest Quarter, 1,317.76 feet to the Southwest corner of REPLAT OF BRENTWOOD CROSSING – THIRD PLAT, a subdivision of land in said Kansas City Recorded as Instrument Number 2013047103 in Book H at Page 84 in the Clay County Recorder of Deeds Office, also being a point on the East line of Tract E, BRENTWOOD HILLS SECOND PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2008041118 in Book G at Page 174 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 89°30'58" East on said North line also being the South line of said REPLAT OF BRENTWOOD CROSSING – THIRD PLAT, 1,155.76 feet to a point on the West line of LITTLE SHOAL CEMETERY recorded in Book 46 at Page 451 in said Clay County Recorder of Deeds Office; thence leaving said North line and said South line South 00°42'22" West on said West line, 181.70 feet; thence South 89°30'12" East on the South line of said LITTLE SHOAL CEMETERY and its Easterly prolongation, 486.31 feet to a point on the existing Westerly right-of-way line of Missouri Route 291 as now established; thence South 23°00'42" East on said existing Westerly right-of-way line, 290.10 feet to a point on the Northerly line of HILLS OF MONTCLAIR – THIRD PLAT, a subdivision of land in said Kansas City recorded as Instrument Number 2020002243 in Book I at Page 89.1 in said Clay County Recorder of Deeds Office; thence leaving said existing Westerly right-of-way line South 66°59'18" West on said Northerly line for the following 22 calls, 150.06 feet; thence South 80°55'22" West, 160.24 feet; thence South 68°35'27" West, 338.49 feet; thence South 49°37'01" West, 244.74 feet; thence North 63°24'14" West, 173.60 feet; thence South 34°39'53" West, 135.25 feet; thence Northwesterly along a curve to the right having an initial tangent bearing of North 55°20'07" West with a radius of 325.00 feet, a central angle of 07°25'17" and an arc distance of 42.10 feet; thence along a line non-tangent to said curve, South 42°05'10" West, a distance of 187.66 feet; thence North 41°24'40" West, 94.21 feet; thence North 32°23'59" West, 88.15 feet; thence North 22°29'48" West, 88.15 feet; thence North 12°24'30" West, 91.44 feet; thence North 02°08'03" West, 91.44 feet; thence North 05°59'44" East, 91.82 feet; thence North 24°32'24" East, 125.13 feet; thence South 63°52'32" West, 103.04 feet; thence South 58°43'39" West, 144.45 feet; thence South 68°22'47" West, 75.83 feet; thence South 79°17'17" West, 75.62 feet; thence South 85°07'01" West, 80.71 feet; thence North 03°14'03" West, 122.40 feet; thence Westerly along a curve to the right having an initial tangent bearing of South 86°45'57" West with a radius of 475.00 feet, a central angle of 02°02'29" and an arc distance of 16.92 feet to a point on the East line of BRENTWOOD MANOR SECOND PLAT a subdivision of land in said Kansas City recorded as Instrument Number 2011004652 in Book H at Page 18 in said Clay County Recorder of Deeds Office; thence leaving said Northerly line North 00°45'28" East on said East line and said East line of BRENTWOOD HILLS SECOND PLAT, a distance of 410.76 feet to the Point of Beginning. Containing 1,004,851 square feet or 23.07 acres, more or less.

EXHIBIT "B"





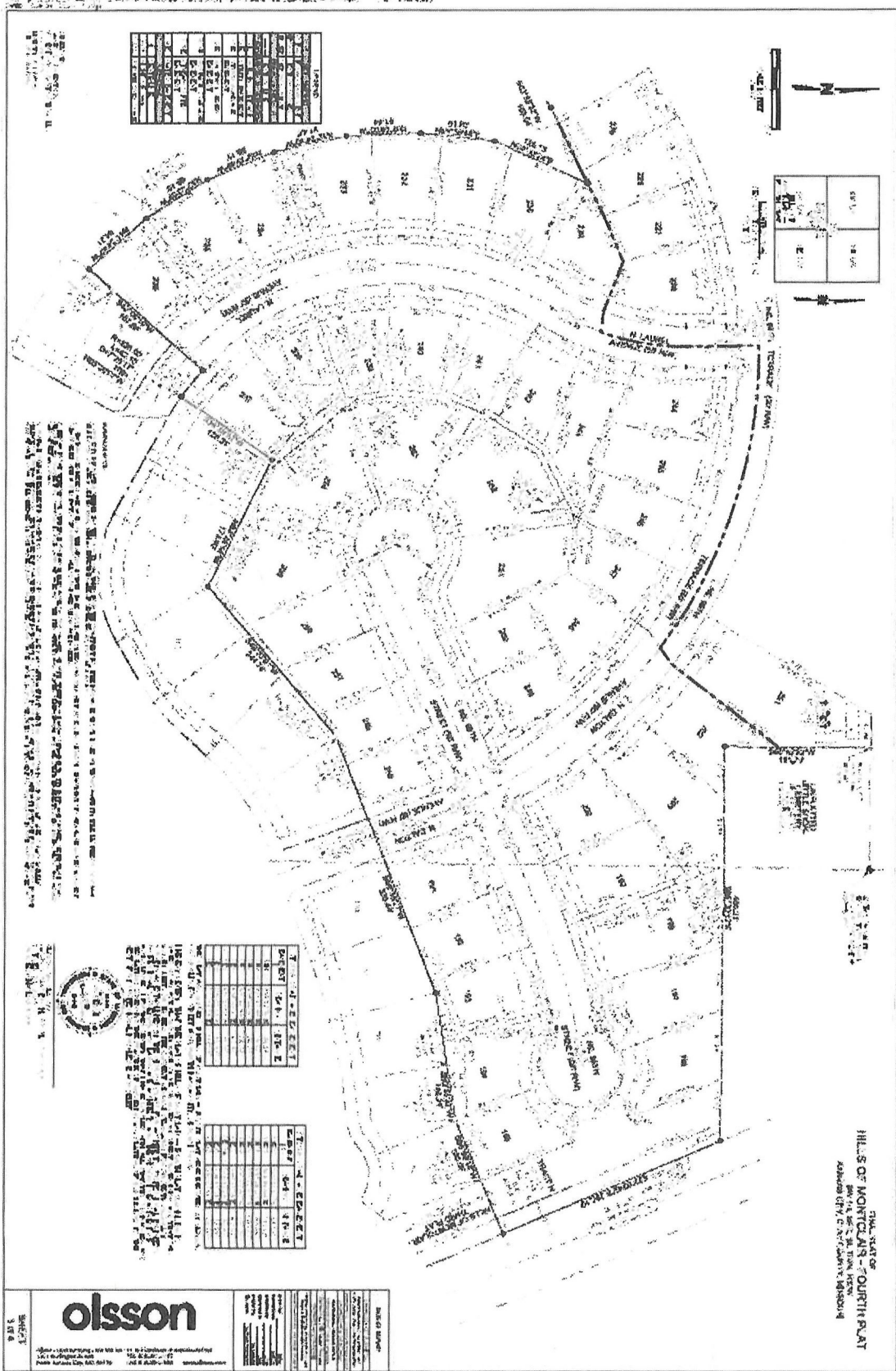


EXHIBIT "C"

Tract E-3 of Hills of Montclair Third Plat, a subdivision in Kansas City, Clay County, Missouri

