



Recording Date/Time: 12/10/2013 at 02:20:05 PM

Instr #: 2013045600

Book: 7230 Page: 30

Type: ORD

Pages: 3

Fee: \$27.00 E 20130034630



Jay Lawson
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.



Jay Lawson
Recorder of Deeds
Clay County Courthouse
Liberty, MO 64068

ORDINANCE NO. 130157

Approving the plat of Sommerset Square – Third Plat, an addition in Clay County, Missouri; accepting various easements; authorizing the Director of City Development to execute and/or accept certain agreements; and authorizing the City Clerk to record this ordinance and attached documents. (SD1311B)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

Section 3. That the Director of City Development is hereby authorized to execute a Covenant to Maintain Storm Water Detention Facility Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.


Section 4. That the Director of City 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.

ORDINANCE NO. 130157

Section 5. 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 plat has been released for recording, in the Office of the Recorder of Deeds of Clay County, Missouri.



Section 6. That the Council finds that the City Plan Commission has duly endorsed its approval of this Ordinance hereon.

Approved as to form and legality:


Sarah Baxter
Assistant City Attorney



Authenticated as Passed

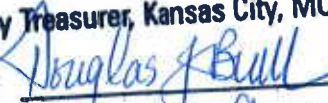


Sly James, Mayor

Marilyn Sanders, City Clerk

MAR 07 2013

Date Passed

This is to certify that General Taxes for 2012, 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  
ACTING MANAGER OF
TAX ADMINISTRATION

Dated, December 9, 2013



Recording Date/Time: 12/10/2013 at 02:20:05 PM

Instr #: 2013045602

Book: 7230 Page: 31

Type: PTREL

Pages: 2

Fee: \$27.00 S 20130034630



Jay Lawson
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: DEED OF RELEASE

DOCUMENT DATE: November 8, 2013

GRANTOR: Enterprise Bank and Trust

GRANTEE: CACM, LLC

Grantee Mailing Address:
(if applicable)

PO Box 9203
Riverside, Missouri 64168

LEGAL DESCRIPTION:

See next page

REFERENCE BOOK & PAGE:
(if applicable)

Doc 2013045601
BK H PG 73

DEED OF RELEASE
(PARTIAL - CORPORATION)

This Deed of Release Witnesseth, that Enterprise Bank & Trust, a corporation organized and existing under the laws of the State of Missouri, have/having its principal place of business in Clay County, Missouri, owner and holder of the note evidencing the debt secured by the Deed of Trust executed by CACM LLC, dated and recorded in the office of the Recorder of Deeds for Clay County, Missouri, as Document No. 2007014719, in Book 5676 at Page 64, for value received does hereby release from the lien and effect of said Deed of Trust the following part of the property therein described, to-wit:

The streets as shown on the plat of Sommerset Square-Third Plat, a subdivision of land in Kansas City, Clay County, Missouri, according to the recorded plat thereof by the instrument recorded as Document No. 2013045601
Book H, Page 73.

and the undersigned hereby subordinates the lien and effect of said Deed of Trust to the easements, lot lines and building lines as shown on said plat. Provided, however, that this partial release shall not prejudice the lien of Deed of Trust on the remaining property therein described.

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 8th day of NOV, 2013.

(SEAL)

By: [Signature]

(Title)

VICE PRESIDENT

In the State of KANSAS, County of Johnson, on this 8th day of NOV, 2013, before, the undersigned, a Notary Public, in and to me personally know, who being by me duly sworn did say that he/she is VICE-PRESIDENT of the corporation named in the foregoing deed of release, and that the seal thereto affixed is the corporate seal of the corporation and that said deed of release was signed and sealed in behalf of said corporation by authority of its Board of Directors and said VICE PRESIDENT acknowledged said instrument to be the free act and deed of said corporation. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

[Signature]
Notary Public

My commission expires 3/25/2014



Recorded in Clay County, Missouri



Recording Date/Time: 12/10/2013 at 02:20:05 PM

Instr #: 2013045603

Book: 7230 Page: 32

Type: REST

Pages: 9

Fee: \$48.00 S 20130034630



Jay Lawson
Recorder of Deeds

RECORDING COVER SHEET

DOCUMENT TITLE: Covenant To Maintain Storm Water
Detention Facility

DOCUMENT DATE: December 2, 2013

GRANTOR: City of Kansas City, Missouri

GRANTEE: CACM, LLC

Grantee Mailing Address: PO Box 9203, Riverside, MO 641168
(if applicable)

LEGAL DESCRIPTION:

Somerset Square Third Plat - Exhibit A

REFERENCE BOOK & PAGE:

(if applicable)

**COVENANT TO MAINTAIN STORM WATER DETENTION FACILITY
PLAT OF SOMMERSET SQUARE – THIRD PLAT**

THIS COVENANT made and entered into this 2nd day of December, 2013, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of CACM, LLC a Missouri Limited Liability Company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the Southwest Corner of N McGee and NW 96th Terrace in Kansas City, of Clay County, Missouri, (**Property**) more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, Owner intends to subdivide the Property and create pursuant to the Plat Lots of 8 and 9 as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant storm water control to serve Lots of 8 and 9 require preservation and maintenance of storm water detention facilities, located on Tract B, Somerset Square – First Plat within the Plat, 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 for the benefit of the Property and surrounding areas; and

WHEREAS, the provisions for the maintenance of the storm water detention facility is 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 storm water detention facilities and appurtenances (Facilities) within the storm water detention facilities located on of Tract B, Somerset Square – First Plat.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located on Tract B, Somerset Square – First Plat.
- c. Keep the pipes, structures and appurtenances open and free of silt and vegetation.
- d. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- e. Mow the grass area within Tract B, Somerset Square – First Plat.
- f. Maintain the grades within Tract B, Somerset Square – First Plat pursuant to the approved plan on file in the office of the Director of City Planning & Development and identified as File No 2013-134D.

- 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 B, Sommerset Square – First Plat in order to maintain 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 against Owner, and/or the owner of Tract B, Sommerset Square – First Plat , and/or the owners of Lots 8 and 9 served by the Facility on Tract (B, Sommerset Square – First Plat;
- b. Assess a lien on either the Tract B, Sommerset Square – First Plat or on the Lots 8 and 9 or both served by the Facility on Tract B, Sommerset Square – First Plat;
- c. Maintain suit against Owner, and/or the owner of Tract B, Sommerset Square – First Plat and/or the owners of Lots 8 and 9 served by the Facility on Tract B, Sommerset Square – First 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 B, Sommerset Square – First Plat and Lots 8 and 9 not less than thirty (30) days before it begins maintenance of the Facilities.

Sec. 3. Owner and/or the owner of Tract B, Sommerset Square – First 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.

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:
CACM, LLC.
A Missouri Limited Liability Company
Riverside, Missouri 64168
Shane Danner
816-587-3600 (fax) 816-587-0800 (phone)

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

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

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

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

ATTESTATION BY CITY CLERK:

Marilyn Sanders
City Clerk

KANSAS CITY, MISSOURI

By: [Signature]
Director of City Planning and Development

Approved as to form:

[Signature]
Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 2 day of December, 2013, before me, the undersigned, a notary public in and for the county and state aforesaid, came Robert Langenkamp, Director of City Planning and Development, of Kansas City, Missouri, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and Marilyn Sanders, City Clerk of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of Kansas City, Missouri, and such persons duly acknowledge the execution of the same to be the act and deed of said Kansas City, Missouri.

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

[Signature]
Notary Public

My Commission Expires: March 19, 2017



OWNER

CACM, LLC.

A Missouri Limited Liability Company

Riverside, Missouri 64168

Shane Danner

816-587-3600 (fax) 816-587-0800 (phone)

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

By: [Signature]

Title: mgr.

Date: 10/10/13

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 16 day of October, 2013, before me, the undersigned notary public in and for the county and state aforesaid, came **Shane Danner**, to me personally known, who being by me duly sworn did say that he is the manager and member of CACM, LLC., and that said instrument was signed on behalf of said LLC by authority of its members] and acknowledged said instrument to be the free act and deed of said LLC.

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:

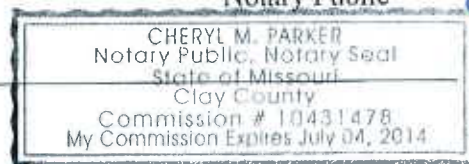


Exhibit A

PROPERTY DESCRIPTION

All that part of the Northwest Quarter of Section 2, Township 51 North, Range 33 West, Kansas City, Clay County, Missouri, being described as follows: Commencing at the Northeast Corner of said North-west Quarter; thence North $89^{\circ}40'36''$ West (Plat-N $89^{\circ}41'51''$ W), along the North Line of said Northwest Quarter, 496.37 feet; thence South $00^{\circ}19'24''$ West (Plat-S $00^{\circ}18'08''$ W), 48.00 feet to a point on the South right of way line of NE 96th Street, as now established, said point being the True Point of Beginning of the tract to be herein described; thence Southerly, along the West Line of Sommerset Square - First Plat, a subdivision in said Kansas City, Clay County, Missouri, said line being also the West line of N. McGee Street, along a curve to the left, having an initial tangent bearing of South $07^{\circ}39'18''$ West, a radius of 165.00 feet, a central angle of $48^{\circ}12'56''$, an arc distance of 138.85 feet; thence South $40^{\circ}33'38''$ East, (Plat-S $40^{\circ}34'53''$ E), along said West Line, 2.66 feet thence South $60^{\circ}11'48''$ West (Plat-South $60^{\circ}10'33''$ W), along the West Line of said Sommerset Square - First Plat, 108.59 feet; thence North $77^{\circ}19'37''$ West (Deed-N $77^{\circ}20'52''$ W), 189.70 feet to a point on the East Line of Steeple Oaks - First Plat, a subdivision of land in said Kansas City, Clay County, Missouri; thence North $04^{\circ}27'44''$ East (Plat - N $04^{\circ}26'29''$ E), along said East Line, 193.50 feet to a point on the North Line of said Northwest Quarter; thence South $89^{\circ}40'36''$ East, (Plat-S $89^{\circ}41'51''$ E), along said North Line, 94.44 feet to a point on the Southerly right of way of said NE 96th Street; thence Southeasterly, along said Southerly right of way line, on a curve to the left, having an initial tangent bearing of South $66^{\circ}13'07''$ East, a radius of 1235.92 feet, a central angle of $6^{\circ}26'07''$, an arc distance of 138.82 feet to the True Point of Beginning. Containing 48,255.64 feet or 1.11 acres, more or less.

