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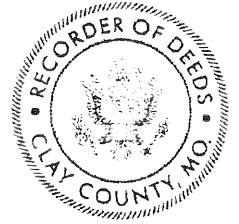
Instrument Number: 2005026666

Book: 5030 Page: 35

Instrument Type: REST

Page Count: 17

Recording Fee: \$72.00 S



Robert T Sevier, Recorder



Grantor: STALEY LAND CO
Grantee STALEY LAND CO

RECORDING COVER SHEET

Title of Document: Amendment to Amended and Restated Staley Farms
Homeowners' Association Declaration

Date of Document: May 20, 2005

Grantors: Staley Land Company, LLC
Kevin Green Development, LLC

Grantees: Staley Land Company, LLC
Kevin Green Development, LLC

Grantees' Mailing Address: 10800 Farley, Suite 265
Overland Park, KS 66210-1418

Legal Description: See Exhibit A of Document

Reference Book and Page(s) Book 4441 at Page 914.

After recording return to:

Polsinelli Shalton Welte Suelthaus PC
Stanley N. Woodworth, Esq.
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211

**AMENDMENT TO
AMENDED AND RESTATED
STALEY FARMS HOMEOWNERS' ASSOCIATION
DECLARATION**

THIS AMENDMENT ("Amendment") is made and entered into as of May 20, 2005 by Staley Land Company, LLC, a Missouri limited liability company (the "Developer"), and Kevin Green Development, LLC, a Missouri limited liability company ("Townhome Developer").

WITNESSETH:

WHEREAS, the Developer is the current developer of the residential area in the City of Kansas City, Clay County, Missouri, commonly known as "Staley Farms"; and

WHEREAS, Intell Staley Farms LLC has previously executed a certain document entitled Staley Farms Homeowners' Association Declaration as Exhibit A to the Supplementary Declaration and First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements and Disclosures for Staley Farms recorded in the Office of the Recorder of Deeds of Clay County, Missouri (the "Recording Office") in Book 3891 at Page 738, as amended and restated in its entirety by Amended and Restated Staley Farms Homeowners' Association Declaration recorded in the Recording Office in Book 4441 at Page 914 (the "Declaration"); and

WHEREAS, the Declaration places certain covenants and assessments upon the real property described on Exhibit A attached hereto; and

WHEREAS, Developer is the assignee of the rights and interests of Intell Staley Farms LLC under the Declaration; and

WHEREAS, the Developer and the Townhome Developer desire to amend the Declaration as provided herein.

NOW, THEREFORE, the parties hereto declare and agree as follows:

A. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings set forth in the Declaration.

B. The following sentence is hereby added at the end of the definition of "Common Areas" in paragraph (f) of Article I of the Declaration:

Notwithstanding any other provision of this Declaration to the contrary, the "Common Areas" shall not include any part of the Townhome Property.

C. Article I of the Declaration is hereby amended to add the following new definitions:

(u) "Golf Club" has the meaning set forth in Article II-A below.

(v) "Golf Club Owner" means Premier Golf Missouri, LLC, and its successors and assigns, as the owner or operator of the Golf Course.

(w) "Consumer Price Index" means the "Annual Average, All Items" for Kansas City SMSU of the Consumer Price Index for All Urban Consumers, CPI-U (1982-84=100), as published by the United States Department of Labor, Bureau of Labor Statistics for the applicable period.

(x) "Resident's Club Facilities" means the Resident's Club and the swimming pool, tennis courts, playground and related improvements located on Tract B, Staley Farms - Clubhouse.

(y) "Resident's Club Facilities Lease" has the meaning set forth in Article II-A below.

(z) "Social Membership Dues" has the meaning set forth in Article II-A below.

D. Section 2.04 of the Declaration is hereby amended to read as follows:

2.04. Developer agrees to convey legal title to the Common Areas to the Association by special warranty deed, and in an "AS IS" condition subject to all easements, rights-of-way, mortgages, encumbrances, liens for nondelinquent ad valorem taxes and special assessments, and in the case of the Resident's Club Facilities, subject to the Resident's Club Facilities Lease.

E. The following new Article II-A is hereby added to the Declaration:

ARTICLE II-A. GOLF CLUB MEMBERSHIP

2.01A Notwithstanding any other provision of this Declaration to the contrary, the Developer is authorized and empowered to lease the Resident's Club Facilities to the Golf Club Owner under a 99 year lease, at rental of \$1.00 per year, requiring the Golf Club Owner, at its expense, to insure, maintain and operate the Resident's Club Facilities for the benefit of the members of the Golf Club and the Owners of all Lots in the Subdivision, which lease shall be in such form and content as may be approved by the Developer (the "Resident's Club Facilities Lease"). The remaining provisions of this Article II-A shall apply only so long as the Resident's Club Facilities Lease is in effect.

2.02A Each Owner of a Lot or Townhome Unit (beginning with the initial occupancy thereof or, if later, the execution of the Resident's Club Facilities Lease) shall be required to execute and deliver a membership agreement to become a "Social Member" at the golf club facility (the "Golf Club"). The

Golf Club is not being developed by and will not be owned or operated by the Developer.

2.03A Pursuant to such membership agreement (which shall be the Golf Club's then standard form), each Owner will be required to pay annual dues to the Golf Club in the amount of Six Hundred and No/100 Dollars (\$600.00) (as may be increased by the Golf Club to be comparable with social member dues at other clubs with comparable amenities and benefits) ("Social Membership Dues"). Such Social Membership Dues shall be prorated for the initial year of the Resident's Club Facilities Lease or the initial year of occupancy of the Lot, as applicable. The Social Membership Dues shall be due and payable for year 2005 on May 1, 2005 and thereafter on January 15 of each year. The Social Membership Dues shall be remitted by each Owner directly to the Golf Club pursuant to the membership agreement between the Golf Club and the Owner. There shall be no initiation or similar one-time fee, any special assessments, or any food/beverage minimums levied by the Golf Club against any Owner as a Social Member. In the event that an Owner is also a "golf member" of the Golf Club, the annual Social Membership Dues shall be applied to and credited against that member's Golf Club dues as a golf member and such Owner shall be subject to all other initiation fees or similar one time fees, special assessments and food/beverage minimums levied by the Golf Club against golf members. As a Social Member, each Owner will be allowed to utilize the Golf Club's facilities (including the Resident's Club Facilities) as set forth in the Golf Club's bylaws and the membership agreement.

2.04A The annual Social Membership Dues shall be a charge against the Owner and shall become automatically a lien in favor of the Golf Club on the Owner's Lot as soon as the Social Membership Dues become due. Should any Owner fail to pay the Social Membership Dues within 30 days after the due date thereof, then thereafter such Social Membership Dues shall be delinquent and bear interest at the rate of 10% per annum from the delinquency date until paid, which interest shall become part of the delinquent Social Membership Dues and the lien on the Lot.

2.05A All liens on any Lot for Social Membership Dues provided for herein shall be inferior and subordinate to the lien of any valid purchase money first deed of trust now existing or which may hereafter be placed upon such Lot, as provided below. A foreclosure sale or deed in lieu of foreclosure thereunder shall automatically extinguish the lien hereunder for such Social Membership Dues to the extent applicable to periods prior to the foreclosure sale or the execution of a deed in lieu thereof but shall not release such Lot from liability for any Social Membership Dues applicable to periods thereafter. If the Owner subsequently redeems the Lot from the foreclosure sale, the lien hereunder shall automatically be reinstated retroactively in full.

2.06A Payment of delinquent Social Membership Dues may be enforced by the Golf Club by judicial proceedings against the Owner personally and/or

against the Lot, including through lien foreclosure proceedings in any court having jurisdiction of suits for the enforcement of such liens. The Golf Club may file certificates of nonpayment of Social Membership Dues in the Recording Office, and/or the office of the Clerk of the Circuit Court for Clay County, Missouri, whenever any Social Membership Dues are delinquent, in order to give public notice of the delinquency. For each certificate so filed, the Golf Club shall be entitled to collect from the Owner of the Lot described therein a fee of \$150.00, which fee shall be added to the amount of the delinquent Social Membership Dues and the lien on the Lot.

2.07A Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such period suit shall have been instituted for collection of the Social Membership Dues, in which case the lien shall continue until payment in full or termination of the suit and sale of the property under the execution of judgment establishing the same.

2.08A No Owner may waive or otherwise avoid liability for Social Membership Dues by not using the Golf Club facilities or by refusing to execute and deliver or by revoking the membership agreement.

2.09A Since the Association will not be responsible for the expenses of maintaining and operating the Resident's Club Facilities during the term of the Resident's Club Facilities Lease, the general assessments otherwise payable to the Association by the Lots shall be reduced accordingly.

F. The following sentences are hereby added to the end of Section 6.01 of the Declaration.

For each Certificate of Lien filed by the Association, the Association shall be entitled to collect from the Owner of the Lot described therein a fee of \$150.00, which fee shall be added to the amount of the delinquent assessment and the lien on the Lot and which fee amount may be increased by the Board from time to time to reflect increases in the Consumer Price Index after January 1, 2006. The Board shall have the right to change from time to time the size of the late fee charged on delinquent assessments.

G. The following new subsection (f) is hereby added to Section 14.01 of the Declaration:

(f) As of May 1, 2005, the Townhome Developer has established a Townhome Association to provide for the maintenance obligations for the Townhome Property. Notwithstanding any to the contrary herein, for so long as the Townhome Property is maintained by the Townhome Association, neither the Townhome Property nor any portion thereof shall be subject to, or be required to pay, any Assessments levied by the Association, other than with respect to (A) special assessments levied pursuant to Sections 5.01(a), 5.02 or 5.03 of this

Declaration, (B) Social Membership Dues pursuant to Article II-A of this Declaration (or any Assessments to the extent for the costs of ownership, operation and maintenance of the Resident's Club Facilities by the Association whenever the Resident's Club Facilities Lease is not in effect), (C) the one-time initiation fee described in Section 4.04 of this Declaration and (D) the transfer fee described in Section 4.05 of this Declaration. This subsection shall not prohibit or prevent the Townhome Association from contracting directly with the Association to provide services to the Townhome Property.

H. The following new subsection (g) is hereby added to Section 14.01 of the Declaration:

(g) Notwithstanding anything contained in this Declaration to the contrary, no provision of this Declaration shall be terminated, amended or modified in any manner that would adversely affect the Townhome Property, the Townhome Developer, the Townhome Association or the Townhome Units without the prior written consent of the Townhome Developer (if prior to the "Turnover Date" as defined in the Townhome Association Declaration) or the Board of Directors of the Townhome Association (if on or after the "Turnover Date" as defined in the Townhome Association Declaration).

I. Pursuant to Section 9.02 of Article IX of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the Developer, and (b) the recordation hereof in the Recording Office. The Townhome Developer is executing this Amendment to confirm that the Townhome Lots are subject to the Declaration and this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE DEVELOPER:

STALEY LAND COMPANY, LLC

By: _____
Mark R. Simpson, Member

THE TOWNHOME DEVELOPER:

KEVIN GREEN DEVELOPMENT, LLC

By:  _____
Kevin Green, Managing Member

Declaration, (B) Social Membership Dues pursuant to Article II-A of this Declaration (or any Assessments to the extent for the costs of ownership, operation and maintenance of the Resident's Club Facilities by the Association whenever the Resident's Club Facilities Lease is not in effect), (C) the one-time initiation fee described in Section 4.04 of this Declaration and (D) the transfer fee described in Section 4.05 of this Declaration. This subsection shall not prohibit or prevent the Townhome Association from contracting directly with the Association to provide services to the Townhome Property.

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I. Pursuant to Section 9.02 of Article IX of the Declaration, this Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the Developer, and (b) the recordation hereof in the Recording Office. The Townhome Developer is executing this Amendment to confirm that the Townhome Lots are subject to the Declaration and this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed.

THE DEVELOPER:

STALEY LAND COMPANY, LLC

By: 
Mark R. Simpson, Member

THE TOWNHOME DEVELOPER:

KEVIN GREEN DEVELOPMENT, LLC

By: _____
Kevin Green, Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Be it remembered that on this 20th day of June, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark R. Simpson, to me personally known, who being by me duly sworn did say that he is a Member of STALEY LAND COMPANY, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Mark R. Simpson 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 Notarial Seal in the date herein last above written.

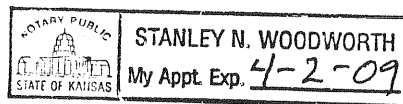
My Commission Expires:

Stanley N. Woodworth
Notary Public in and for said County and State

[SEAL]

Print Name: _____

STATE OF Missouri)
) ss.
COUNTY OF Platte)



Be it remembered that on this 20 day of May, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin Green, to me personally known, who being by me duly sworn did say that he is the Managing Member of KEVIN GREEN DEVELOPMENT, LLC, a Missouri limited liability company, and that said instrument was signed and delivered in behalf of said limited liability company and that said Kevin Green 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 Notarial Seal in the date herein last above written.

My Commission Expires:

Edith L. Hays
Notary Public in and for said County and State

8-25-07
[SEAL] EDITH L. HAYS
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned in Platte County
My Commission Expires Aug. 25, 2007

Print Name: EDITH L. HAYS

EXHIBIT A

LEGAL DESCRIPTION

Tracts B and C, STALEY FARMS - CLUBHOUSE, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 42, and Tracts A, B and C, STALEY FARMS - FIRST PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 25, STALEY FARMS - SECOND PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 26, and Tracts A, B, C and D, STALEY FARMS - THIRD PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 18, and Tracts A and B, STALEY FARMS - FOURTH PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 56, and Tracts A, B, C, D, E, F, G and H, STALEY FARMS - FIFTH PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots 1 through 32, and Tracts A, B, C, D, E and F, STALEY FARMS - SIXTH PLAT, a subdivision in Kansas City, Clay County, Missouri.

Lots A and B, and Tracts A, B, D, D, E and F, STALEY FARMS TOWNHOMES, a subdivision in Kansas City, Clay County, Missouri.

See also legal descriptions attached hereto.

Staley Farms ALTA – Pod “A”

Job #05031

February 16, 2005

Legal Description:

A tract of land in the Northeast Quarter of Section 36, Township 52 North, Range 33 West of the Fifth Principal Meridian in Kansas City, Clay County, Missouri, described as follows: Commencing at the Northwest corner of said Northeast Quarter; thence South 0°27'00" West along the West line of said Northeast Quarter, 84.07 feet; thence South 89°33'00" East, 25.00 feet to a point on the Easterly right-of-way line of N. Woodland Avenue as now established and the True Point of Beginning of the tract of land to be herein described; thence South 0°27'00" West along said Easterly right-of-way line, 1058.56 feet; thence South 89°33'00" East along the Westerly extension of the Westerly line of Lot 3, "Staley Golf Course Second Plat", a subdivision of land in said Kansas City and along said Westerly line, 161.36 feet; thence Northerly along said Westerly line the following four (4) courses: thence North 87°00'55" East, 132.43 feet; thence North 37°38'20" East, 252.90 feet; thence North 14°50'42" East, 478.91 feet; thence North 10°26'29" East, 76.61 feet to the Southeast corner of Tract "A", said "Staley Golf Course Second Plat"; thence North 89°30'32" West along the South line of said Tract "A", 528.77 feet to the Southwest corner thereof; thence North 0°27'00" East along the West line of said Tract "A", 309.31 feet to the Northwest corner thereof; thence North 89°23'36" West, 50.00 feet to the Point of Beginning. Containing 8.489 acres, more or less.

Staley Farms ALTA – Pod “F” (Excluding “Staley Farms Third Plat”)

Job #05031

February 16, 2005

Legal Description:

A tract of land in the Northeast Quarter of Section 36, Township 52 North, Range 33 West of the Fifth Principal Meridian in Kansas City, Clay County, Missouri, described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence South 89°15'10" East along the South line of said Northeast Quarter, 433.67 feet; thence North 0°44'50" East, 30.00 feet to a point on the North right-of-way line of NE 100th Street as now established, said point also being the Southwest corner of “Staley Farms Third Plat”, a subdivision of land in said Kansas City and the True Point of Beginning of the tract to be herein described; thence Northerly along the Westerly line of said “Staley Farms Third Plat” the following eleven (11) courses: thence North 0°44'50" East, 193.26 feet; thence North 13°22'36" East, 50.00 feet; thence Easterly along a curve to the left, having an initial tangent bearing of South 76°37'24" East, with a radius of 175.00 feet, a central angle of 12°44'29" and an arc distance of 38.92 feet; thence South 89°21'53" East, 15.22 feet; thence North 09°47'50" East, 144.04 feet; thence North 66°55'15" West, 53.74 feet; thence North 28°53'31" East, 77.13 feet; thence North 02°47'36" East, 81.24 feet; thence North 54°40'55" East, 127.09 feet; thence North 45°43'48" West, 15.00 feet; thence North 44°16'12" East, 180.00 feet to a point on the Southwesterly line of Tract “B”, “Staley Golf Course Second Plat”, a subdivision of land in said Kansas City; thence Northwesterly along said Southwesterly line the following six (6) courses: thence North 45°43'48" West, 98.21 feet; thence North 40°14'00" West, 150.69 feet; thence North 42°20'45" West, 300.52 feet; thence North 38°11'21" West, 163.52 feet; thence North 89°33'00" West, 180.22 feet; thence North 0°27'00" East, 171.53 feet; thence North 89°33'00" West, departing said Southwesterly line, 50.00 feet to a point on the Easterly right-of-way line of N. Woodland Avenue as now established; thence South 0°27'00" West along said Easterly right-of-way line, 1463.78 feet to the Northerly right-of-way line of said NE 100th Street; thence South 89°15'10" East, 408.82 feet to the Point of Beginning. Containing 14.455 acres, more or less.

Staley Farms Alta - Pod "G"

Job # 05031

February 15, 2005

Legal Description:

A tract of land in the Southeast Quarter of Section 25, Township 52 North, Range 33 West of the Fifth Principal Meridian in Kansas City, Clay County, Missouri situated generally Easterly of N Woodland Avenue and Northerly of NE Staley Farms Drive as both are now established and being described as follows: Commencing at the Northwest corner of said Southeast Quarter; thence South $00^{\circ}43'50''$ West along the West line of said Southeast Quarter, 159.44 feet; thence South $87^{\circ}36'22''$ East, 30.01 feet to a point on the Easterly right-of-way line of said N Woodland Avenue and the True Point of Beginning of the tract of land to be herein described: thence South $00^{\circ}43'50''$ West along said Easterly right-of-way line, 1171.75 feet; thence North $89^{\circ}04'00''$ West along said Easterly right-of-way line, 5.00 feet; thence South $00^{\circ}43'50''$ West, along said Easterly right-of-way line, 242.24 feet to a point on the Northerly right-of-way line of said NE Staley Farms Drive as established by "Staley Farms Fifth Plat", a subdivision of land in said Kansas City; thence South $89^{\circ}16'10''$ East along said Northerly right-of-way line, 50.00; thence Easterly along said Northerly right-of-way line along a curve to the left having an initial tangent bearing of South $00^{\circ}43'50''$ West, with a radius of 25.00 feet, a central angle of $90^{\circ}00'00''$ and an arc distance of 39.27 feet; thence South $89^{\circ}16'10''$ East along said Northerly right-of-way line, 53.18 feet; thence Easterly along said Northerly right-of-way line along a curve to the right, being tangent to the last described course, with a radius of 812.00 feet, a central angle of $21^{\circ}50'02''$ and an arc distance of 309.43 feet; thence South $67^{\circ}26'08''$ East along said Northerly right-of-way line, 266.62 feet; thence Southeasterly along said Northerly right-of-way line along a curve to the right being tangent to the last described course with a radius of 530.00 feet, a central angle of $24^{\circ}21'04''$ and an arc distance of 225.25 feet to a point on the Westerly line of Lot 1, "Staley Golf Course First Plat", a subdivision of land in said Kansas City; thence Northerly along said Westerly Lot line the following eight (8) courses; thence North $20^{\circ}15'57''$ East, 394.13 feet; thence North $48^{\circ}45'16''$ East, 451.73 feet; thence North $02^{\circ}20'40''$ West, 87.44 feet; thence South $89^{\circ}46'41''$ West, 406.69 feet; thence North $57^{\circ}02'02''$ West, 700.00 feet; thence North $38^{\circ}09'28''$ West, 104.16 feet; thence North $89^{\circ}16'10''$ West, 211.79 feet; thence North $00^{\circ}43'50''$ East, 511.54 feet; thence North $87^{\circ}36'22''$ West, departing last said Westerly line, 45.02 feet to the True Point of Beginning. Containing 20.829 acres, more or less.

Staley Farms ALTA – Pod “H”

Job # 05031

February 15, 2005

Legal Description:

A tract of land in the Northwest Quarter of Section 31, Township 52 North, Range 32 West, the Southwest Quarter of Section 30, Township 52 North, Range 32 West and the Northeast Quarter of Section 36, Township 52 North, Range 33 West of the Fifth Principal Meridian, all in Kansas City, Clay County, Missouri, described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence North $00^{\circ}29'31''$ East along the West line of said Northwest Quarter, 1486.91 feet; thence South $89^{\circ}30'29''$ East, 136.83 feet to the Northerly right-of-way line of NE Staley Farms Drive, as now established, said point also being on a Southerly line of Lot 4, “Staley Golf Course Third Plat”, a subdivision of land in said Kansas City and the True Point of Beginning of the tract of land to be herein described; thence Northerly along said Northerly right-of-way line along a curve to the right having an initial tangent bearing of North $70^{\circ}43'09''$ West with a radius of 370.00 feet, a central angle $53^{\circ}35'55''$ and an arc distance of 346.12 feet; thence North $17^{\circ}07'13''$ West along said Northerly right-of-way line, 120.07 feet; thence Northerly along said Northerly right-of-way line, along a curve to the left being tangent to the last described course with a radius of 1030.00 feet, a central angle of $10^{\circ}55'40''$ and an arc distance of 196.45 feet to a point on the Easterly line of Tract “B”, “Staley Farms Clubhouse”, a subdivision of land in said Kansas City; thence North $59^{\circ}49'23''$ East along said Easterly line, 140.09 feet; thence North $03^{\circ}32'07''$ West along said Easterly line, 282.43 feet; thence North $19^{\circ}04'16''$ East along said Easterly line, 212.69 feet to a point on a Southerly line of said Lot 4, “Staley Golf Course Third Plat”; thence Easterly and Southerly along the lot line of said Lot 4, the following courses: thence South $59^{\circ}15'11''$ East, 103.91 feet; thence North $77^{\circ}41'42''$ East, 350.87 feet; thence North $72^{\circ}08'19''$ East, 212.64; thence South $14^{\circ}16'29''$ East, 58.21 feet; thence South $11^{\circ}43'48''$ West, 334.97 feet; thence South $27^{\circ}28'24''$ West, 892.68 feet to the Point of Beginning. Containing 12.492 acres, more or less.

Staley Farms ALTA – Pod “I”

Job # 05031

February 15, 2005

Legal Description:

A tract of land in the Southeast Quarter of Section 25, Township 52 North, Range 33 West of the Fifth Principal Meridian, in Kansas City, Clay County, Missouri, described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 00°43'50" East along the West line of said Southeast Quarter, 622.10 feet; thence South 89°16'10" East, 993.52 feet to a point on the Northerly right-of-way line of NE Staley Farms Drive, as now established, said point also being on a Southerly line of Lot 1, "Staley Golf Course First Plat", a subdivision of land in said Kansas City and the True Point of Beginning of the tract of land to be herein described; thence Southerly along said Northerly right-of-way line along a curve to the right having an initial tangent bearing of South 22°14'35" East with a radius of 530.00 feet, a central angle 13°17'11" and an arc distance of 122.90 feet; thence South 08°57'24" East along said Northerly right-of-way line, 81.55 feet to a point on a Northerly line of said Lot 1; thence Easterly, Northerly, Westerly and Southerly along the lot line of said Lot 1, the following courses: thence Northeasterly on a curve to the right, having an initial tangent bearing of North 08°57'24" West with a radius of 15.00 feet, a central angle of 90°34'57", an arc distance of 23.71 feet; thence North 81°37'33" East, 52.49 feet; thence Northeasterly on a curve to the left, tangent to the last described course, having a radius of 490.00 feet, a central angle of 25°00'30", an arc distance of 213.87 feet; thence South 84°23'34" East, 260.59 feet; thence South 81°15'07" East, 187.30 feet; thence North 29°55'20" East, 520.70 feet; thence North 45°41'00" East, 231.31 feet; thence North 29°25'31" East, 166.64 feet; thence North 14°10'42" West, 185.13 feet; thence North 78°33'30" West, 323.19 feet; thence South 84°34'41" West, 119.62 feet; thence South 48°11'25" West, 169.43 feet; thence South 36°12'58" West, 217.50 feet; thence South 28°25'31" West, 301.24 feet; thence South 42°23'31" West, 273.80 feet; thence South 67°09'19" West, 212.76 feet to the Point of Beginning. Containing 14.829 acres, more or less.

Staley Farms ALTA – Pod “J”

February 15, 2005; Revised February 28, 2005 (changed Section 30 from Range 33 to Range 32)

Legal Description:

A tract of land in the Northwest Quarter and the West One-Half of the Northeast Quarter of Section 31, Township 52 North, Range 32 West of the Fifth Principal Meridian, and in the Southwest Quarter of Section 30, Township 52 North, Range 32 West of the Fifth Principal Meridian, all in Kansas City, Clay County, Missouri, described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence North 00°29'31" East along the West line of said Northwest Quarter, 1450.50 feet; thence South 89°30'29" East, 353.15 feet to a point on the Northerly right-of-way line of NE Staley Farms Drive, as now established, said point also being on a Southerly line of Lot 4, "Staley Golf Course Third Plat", a subdivision of land in said Kansas City and the True Point of Beginning of the tract of land to be herein described; thence South 81°44'02" East along said Northerly right-of-way line, 167.07 feet; thence Southerly along said Northerly right-of-way line along a curve to the right being tangent to the last described course, with a radius of 480.00 feet, a central angle 77°23'22" and an arc distance of 648.34 feet; thence South 04°20'40" East along said Northerly right-of-way line, 225.80 feet to a point on a Northerly line of said Lot 4; thence Easterly, Northerly, Westerly and Southerly along the lot line of said Lot 4, the following courses: thence South 89°34'54" East, 172.31 feet; thence North 50°22'17" East, 211.54 feet; thence North 40°16'07" East, 146.33 feet; thence North 38°41'34" East, 147.07 feet; thence North 41°44'28" East, 69.27 feet; thence North 39°20'57" East, 72.19 feet; thence North 57°09'20" East, 315.21 feet; thence North 75°04'44" East, 419.46 feet; thence South 83°07'47" East, 564.67 feet; thence North 63°36'25" East, 165.74 feet; thence North 75°47'16" East, 266.31 feet; thence North 73°24'33" East, 504.51 feet; thence North 00°29'35" East, 329.32 feet; thence South 83°16'44" West, 118.24 feet; thence North 85°25'14" West, 89.43 feet; thence North 59°09'11" West, 320.54 feet; North 62°06'13" West, 378.52 feet; thence South 86°11'50" West, 541.42 feet; thence North 73°13'29" West, 70.63 feet; thence North 63°33'33" West, 776.42 feet; thence South 77°46'33" West, 169.96 feet; thence South 86°56'33" West, 391.54 feet; thence South 38°03'02" West, 149.67 feet; thence South 05°13'06" West, 456.18 feet; thence South 39°04'14" West, 823.79 feet to the Point of Beginning. Containing 73.374 acres, more or less.

Staley Farms ALTA – Pod “K” and “L”

February 15, 2005

Legal Description:

A tract of land in the Northwest Quarter and the West One-Half of the Northeast Quarter of Section 31, Township 52 North, Range 32 West of the Fifth Principal Meridian, in Kansas City, Clay County, Missouri, lying generally North of NE 100th Street and Easterly of NE Staley Farms Drive as both are now established, and being described as follows: Commencing at the Southwest corner of said Northwest Quarter; thence South 88°53'06" East along the South line of said Northwest Quarter, 1137.45 feet; thence North 01°06'54" East, 30.00 feet to the intersection of the North right-of-way line of said NE 100th Street and the Easterly right-of-way line of said NE Staley Farms Drive and the True Point of Beginning of the tract to be herein described: thence South 88°53'06" East along said Northerly right-of-way line, 2699.97 feet to a point on the East line of the West One-Half of said Northeast Quarter; thence North 0°28'14" East along said East line, 1479.69 feet to a point on the Southerly line of Lot 4, "Staley Golf Course Third Plat", a subdivision of land in said Kansas City; thence Westerly along said Southerly line, the following fifteen (15) courses: thence North 89°30'25" West, 204.74 feet; thence South 81°06'36" West, 120.91 feet; thence South 62°16'35" West, 140.01 feet; thence South 53°07'54" West, 282.99 feet; thence North 85°06'27" West, 83.87 feet; thence South 50°21'55" West, 142.67 feet; thence South 59°07'46" West, 111.66 feet; thence North 72°34'46" West, 245.80 feet; thence North 76°08'24" West, 274.33 feet; thence South 82°49'07" West, 328.68 feet; thence South 77°20'46" West, 259.23 feet; thence South 70°09'22" West, 164.79 feet; thence South 30°17'57" West, 299.48 feet; thence South 39°51'33" West, 368.20 feet; thence South 76°50'40" West, 190.69 feet to a point on the Easterly right-of-way line of said NE Staley Farms Drive; thence Southerly along said Easterly right-of-way line along a curve to the right having an initial tangent bearing of South 25°31'18" East, with a radius of 408.00 feet, a central angle of 26°38'12" and an arc distance of 189.68 feet; thence South 01°06'54" West along said Easterly right-of-way line, 225.83 feet; thence Southeasterly along said Easterly right-of-way line along a curve to the left, being tangent to the last described course with a radius of 25.00 feet, a central angle of 90°00'00" and an arc distance of 39.27 feet to the Point of Beginning. Containing 69.543 acres, more or less.

Staley Farms ALTA – Pod “North of Clubhouse”

February 15, 2005, Revised: February 28, 2005 (Changed Section 30 to be Range 32 instead of Range 33)

Legal Description:

A tract of land in the Southeast Quarter of Section 25, Township 52 North, Range 33 West and the Southwest Quarter of Section 30, Township 52 North, Range 32 West of the Fifth Principal Meridian in Kansas City, Clay County, Missouri, described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North $0^{\circ}30'16''$ East along the East line of said Southeast Quarter, 559.74 feet to the True Point of Beginning of the tract to be herein described; thence South $89^{\circ}45'58''$ East, 15.30 feet; thence South $0^{\circ}32'19''$ West, 2.73 feet; thence Southerly along a curve to the left, being tangent to the last described course with a radius of 150.00 feet, a central angle of $21^{\circ}19'51''$ and an arc distance of 55.84 feet to a point on the Northerly line of “Staley Farms Clubhouse”, a subdivision of land in said Kansas City; thence Westerly along said Northerly plat line the following seven (7) courses: thence South $69^{\circ}12'28''$ West, 45.30 feet; thence Southerly along a curve to the right, having an initial tangent bearing of South $20^{\circ}47'32''$ East, with a radius of 25.00 feet, a central angle of $77^{\circ}26'42''$ and an arc distance of 33.79 feet; thence South $56^{\circ}39'10''$ West, 14.68 feet; thence Southwesterly on a curve to the right, being tangent to the last described course, with a radius of 270.00 feet, a central angle of $28^{\circ}00'08''$, and an arc distance of 131.96 feet; thence Northwesterly on a curve to the right, having a common tangent with the last described course, with a radius of 15.00 feet, a central angle of $86^{\circ}03'42''$ and an arc distance of 22.53 feet; thence South $80^{\circ}14'01''$ West, 50.00 feet; thence North $09^{\circ}16'59''$ West, 52.90 feet; thence Northerly along said Northerly plat line and its northerly extension, along a curve to the right being tangent to the last described course, with a radius of 210.00 feet; a central angle of $46^{\circ}25'24''$ and an arc distance of 170.15 feet; thence North $54^{\circ}31'17''$ West, 128.10 feet to a point on the Easterly line of “Staley Golf Course First Plat”, a subdivision of land in said Kansas City; thence North $33^{\circ}37'09''$ East along said Easterly line, 397.22; thence South $89^{\circ}29'44''$ East along said Easterly line, 85.14 feet to a point on the East line of said Southeast Quarter; thence South $00^{\circ}30'16''$ West along said East line, 466.67 feet to the Point of Beginning. Containing 2.950 acres, more or less. Subject to the rights of the public in street right-of-way for NE Staley Road on the Easterly side of the tract.