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*Electronically Recorded*  
Spencer Fane LLP

Debbie Wiles  
Recorder of Deeds

## ASSIGNMENT OF DEVELOPER'S RIGHTS

Dated: April 16, 2021

Grantor: Osage National Residential Holdings, LLC

Grantee: Osage National Community Association, Inc.

Grantee's  
MailingAddress: P.O. Box 2583  
Lake Ozark, MO 65049

Legal Description: See Exhibit "A" attached hereto

Reference  
Document: Document No. 2006-7959

## ASSIGNMENT OF DEVELOPER'S RIGHTS

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS (the "Assignment") is made effective as of the 16<sup>th</sup> day of April, 2021 ("Effective Date") by **Osage National Residential Holdings, LLC**, a Missouri limited liability company ("Grantor") in favor of **Osage National Community Association, Inc.**, a corporation ("Grantee"). (Mailing address of Grantee is: P.O. Box 2583, Lake Ozark, Missouri 65049).

### RECITALS

WHEREAS, Everett Holding Company, a Missouri corporation ("EHC"), as Developer, executed that certain Declaration of Restrictions and Homes Association Declaration of Osage National Residential Community (Amending and Restating the Declaration of Covenants, Conditions and Restrictions for North Port at the Lake) recorded as Document Number 2005-1430 on March 15, 2005 (as amended and supplemented from time to time, the "Declaration"); and

WHEREAS, the Declaration encumbers certain real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, EHC executed and entered into that certain Assignment of Developer's Rights, dated June 1, 2005 and recorded in the office of the Recorder of Deeds of Miller County, Missouri on December 13, 2006 at Document No. 2006-7959, assigning its rights as Developer to Grantor; and

WHEREAS, Grantor desires to assign to Grantee its right, title and interest as the Developer under the Declaration, and Grantee agrees to accept the assignment of all of its right, title and interest as Developer under the Declaration and all of the rights, benefits and privileges pertaining thereto, all as specified herein.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby ASSIGN, TRANSFER, SET OVER AND DELIVER to Grantee all of Grantor's right, title and interest as Developer under the Declaration.

1. Acceptance by Grantee. By executing this Assignment, Grantee hereby assumes and agrees to perform all of the obligations of the Developer under the Declaration from and after the Effective Date.

2. Indemnification. Grantor hereby agrees to indemnify and hold Grantee harmless from and against any breach of any of the obligations of Developer under the Declaration prior to the Effective Date. Grantee hereby agrees to indemnify and hold Grantor harmless from any and all loss, cost or expense resulting by reason of Grantee's failure to perform any of the obligations assumed by Grantee hereunder from and after the Effective Date.

3. Governing Law. This Assignment shall be construed according to the laws of the State of Missouri.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Grantor and the Grantee and their successors and assigns.

5. Entire Agreement. This Assignment constitutes the entire agreement among the parties with respect to the matters set forth herein, and all prior oral and written agreements with respect to the matters set forth herein are superseded by the terms of this Assignment.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and shall be binding upon any party executing the same and all of which together shall constitute one and the same document.

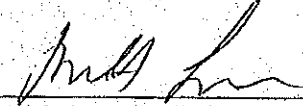
IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

*Signature Pages Following*



"GRANTEE"

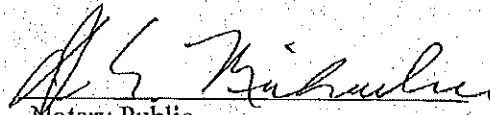
**Osage National Community Association, Inc.**, a Missouri corporation

By:   
Kirk Larson, Chairman of the Board

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF MILLER         )

On this 15<sup>th</sup> day of April, 2021, before me, a Notary Public in and for said state, personally appeared Kirk Larson, who stated that is the Chairman of the Board of Directors of **Osage National Community Association**, a Missouri corporation, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

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: 4/2/24

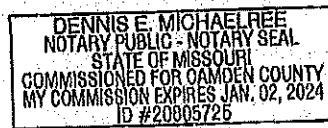


EXHIBIT "A"

All that property described on the following plats recorded in the Miller County, Missouri, land records:

Lots 65-71, inclusive, 112-120, inclusive and 122-126, inclusive, **Bay Hill Village First Addition**, a subdivision in Miller County, Missouri (recorded at Plat Book 8, Page 10).

Lots 23-38, inclusive, 40, 42-46, inclusive, 48-55, inclusive and 57-65, inclusive, **Bay Hill Village Third Amended Plat**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 13).

Lots 1-21, inclusive, **Isleworth Village Amended Plat**, a subdivision in Miller County, Missouri, recorded at Plat Book 8, Page 12.

Lots 160-170, inclusive, 185 and 186, **Isleworth Village First Addition**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 11.)

Lots 72-111, inclusive and 160, **Winged Foot Village**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 9.)

Lots 127-159, inclusive, **Oakmont Village**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 8.)

Lots 261, 262, 264-280, inclusive and 282-287, inclusive, **Oakmont Village, First Addition**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 21.)

Lots 189-200, inclusive, **Eagle Rock Village**, recorded at Plat Book 8, Page 18.

Lots 203-205, inclusive and 211-260, inclusive, **Cherry Hill Village**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 19.)

Lots 203-205, inclusive and 211-260, inclusive, **Cherry Hill Village, Amended Plat**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 22.)

Lots 201, 202, 206-208, inclusive, 312-338, inclusive, **Cherry Hill Estates**, a subdivision in Miller County, Missouri,

Lots 288-290, inclusive, 292 and 284-303, inclusive, **Quail Hollow Village**, a subdivision in Miller County, Missouri, (recorded at Plat Book 8, Page 20.)