

8/13

Recorded in Platte County, Missouri



Recording Date/Time: 03/09/2026 at 11:58:15 AM

Book: 1430 Page: 998

Instr #: 2026002697

Pages: 3

Fee: \$27.00 E 20260002355



Christopher L. Wright  
Recorder of Deeds

ROUSE FRETTS WHITE GOSS GENTILE RHODES PC

# PLATTE COUNTY MISSOURI CERTIFICATION RECORDER OF DEEDS

## EXEMPT DOCUMENT

The Recorder of Deeds has added this page to your document per compliance with State law under Exempt Status.  
RSMo 59.310.4 (effective January 1, 2002)

Christopher L. Wright  
Recorder of Deeds  
415 Third St., Suite 70  
Platte City, MO 64079

This Page is Part Of The Document – Do Not Detach

Section 5. That the Director of Water Services is hereby authorized to execute a Covenant to Maintain Stormwater and BMP Agreement, to be in a form substantially as that attached hereto as Exhibit A and incorporated herein by reference.

Section 6. That the City Clerk is hereby directed to facilitate the recordation 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 Platte County, Missouri.

Section 7. That the Council finds that the City Plan Commission has duly recommended its approval of this plat on July 16, 2025.

Approved as to form:

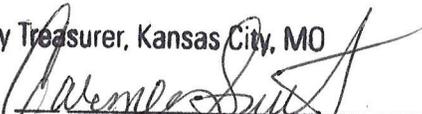
  
Eluard Alegre  
Associate City Attorney



Authenticated as Passed

  
Quinton Lucas, Mayor  
  
Marilyn Sanders, City Clerk  
JUL 24 2025  
Date Passed

This is to certify that General Taxes for 20<sup>25</sup>, and all prior years, as well as special assessments for local improvements currently due if any, on property described have been paid.

City Treasurer, Kansas City, MO  
By   
Dated, March 4, 20 26

45/8

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Christopher L. Wright  
Recorder of Deeds

ROUSE FRETS WHITE GOSS GENTILE RHODES PC

**WHEN RECORDED RETURN TO:**

*Ms. Rachelle M. Biondo  
Rouse Frets White Goss Gentile Rhodes, P.C.  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111-3538*

**Title of Document:**

Covenant to Maintain Storm Water Detention and BMP Facilities – Plat of Weatherby Meadows

**Date of Document:**

October 13 20, 2025

**Grantor(s):**

Weatherby Meadows, LLC

**Grantee(s):**

Kansas City, Missouri

**Grantee(s) Mailing Address:**

4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130

**Legal Description:**

See Exhibit A

**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES  
PLAT OF WEATHERBY MEADOWS**

**THIS COVENANT** made and entered into this 15<sup>th</sup> day of October, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Weatherby Meadows, LLC, a Missouri limited liability company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located in Kansas City, Platte 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 Weatherby Meadows (**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 1 through 30 and Tracts A and B as shown on Exhibit B attached hereto; and

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

WHEREAS, The Facilities, located on Tract B within the Plat, require preservation and maintenance in order to ensure continuous and perpetual operation and effectiveness in controlling storm water runoff rates, volumes, and quality; and

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

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

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

**Sec. 1.** The Association as its sole cost shall:

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

- e. Control the growth of the vegetation and grass areas, not identified as beneficial to the BMPs, on Tract B to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tract B pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No. 2025-061.
- 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 in order to inspect, maintain, repair, and/or replace The Facilities including the pipes, structures, grounds, and appurtenances if the Association fails to maintain same. In the event that the City does provide maintenance for The Facilities, then City may:

- a. Charge the costs for such maintenance, repair, or replacement against Owner, and/or the owner of Tract B, and/or the owner of Lots of 1 through 30 served by The Facility on Tract B;
- b. Assess a lien on either Tract B or on the Lots of 1 through 30 or both served by The Facility on Tract B;
- c. Maintain suit against Owner, and/or the owner of Tract B and/or the owners of Lots 1 through 30 by The Facility on Tract B for all cost incurred by the City for such maintenance.

Unless necessitated by a threat to life and/or safety, City shall notify Owner, the Association and/or the then-current owners of Tract B and Lots 1 through 30 not less than thirty (30) days before it begins maintenance of The Facilities.

**Sec. 3.** Owner of Tract B 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 generally 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 Kansas City Water  
4800 E. 63<sup>rd</sup> Street  
Kansas City, Missouri 64130

Notice to Owner shall be addressed to:  
Weatherby Meadows, LLC  
7607 NW John Ander Road  
Kansas City, MO 64152

Notice to Association:  
Bristol North Townhomes Association, Inc.  
7607 NW John Anders Road  
Kansas City, MO 64152

**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 Platte County, Missouri, and shall be binding on Owner, the Association, its successors, assigns and transferees.

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

ATTESTATION BY CITY CLERK:

KANSAS CITY, MISSOURI

[Signature]  
City Clerk

By: [Signature]  
Director of Kansas City Water

Approved as to form:

[Signature]  
Assistant City Attorney

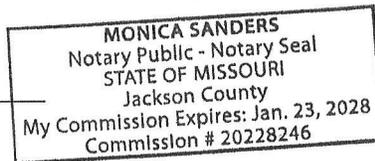
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF Jackson     )

BE IT REMEMBERED that on this 20<sup>th</sup> day of October, 2025, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kenneth Morgan, Director of Kansas City 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: Jan 23, 2028

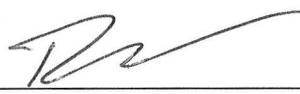


**OWNER**

**WEATHERBY MEADOWS, LLC**

a Missouri limited liability company  
Brian Mertz

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

By: 

Title: man

Date: 10/13/25

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

Attach corporate seal if applicable

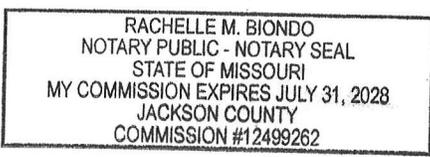
STATE OF Missouri )  
 ) SS  
 COUNTY OF JACKSON )

BE IT REMEMBERED, that on the 13<sup>th</sup> day of October, 2025, before me, the undersigned notary public in and for the county and state aforesaid, came Brian Mertz, to me personally known, who being by me duly sworn did say that he is the Manager member of Weatherby Meadows, LLC, a Missouri limited liability company and that said instrument was signed on behalf of said limited liability company 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: 7/31/25



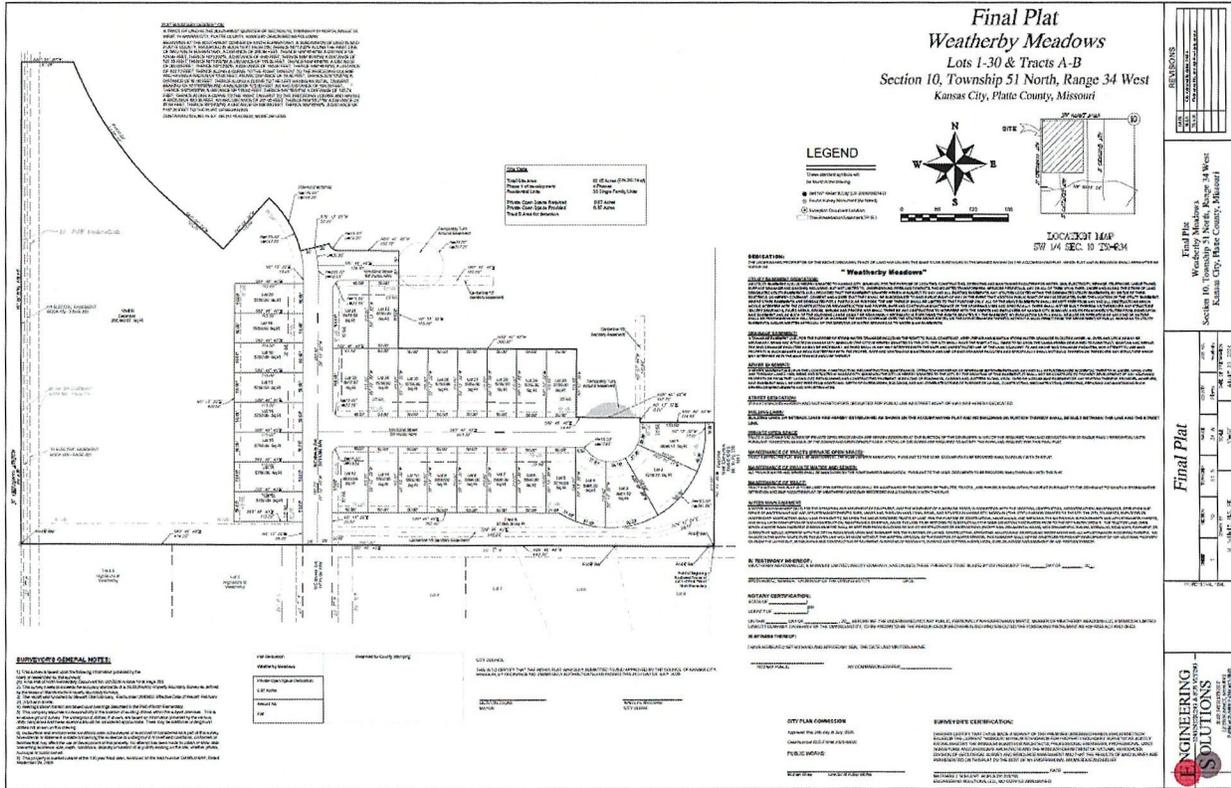
**EXHIBIT A**  
**Legal Description**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 34 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF NINTH ELEMENTARY, A SUBDIVISION OF LAND IN SAID PLATTE COUNTY, RECORDED IN BOOK 19 AT PAGE 256; THENCE N0°13'33"E ALONG THE WEST LINE OF SAID NINTH ELEMENTARY, A DISTANCE OF 206.99 FEET; THENCE N89°46'48"W, A DISTANCE OF 124.99 FEET; THENCE N0°13'32"E, A DISTANCE OF 8.00 FEET; THENCE N89°46'48"W, A DISTANCE OF 107.75 FEET; THENCE N0°13'32"W, A DISTANCE OF 115.00 FEET; THENCE N89°46'48"W, A DISTANCE OF 300.00 FEET; THENCE N0°13'32"E, A DISTANCE OF 165.00 FEET; THENCE N89°46'48"W, A DISTANCE OF 102.72 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE AND HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 19.90 FEET; THENCE S76°13'05"W, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N13°46'55"W AND A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 104.28 FEET; THENCE S42°04'36"W, A DISTANCE OF 115.00 FEET; THENCE N47°55'24"W, A DISTANCE OF 125.79 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE AND HAVING A RADIUS OF 610.00 FEET, AN ARC DISTANCE OF 281.05 FEET; THENCE N89°55'27"W, A DISTANCE OF 87.84 FEET; THENCE S0°04'33"W, A DISTANCE OF 808.68 FEET; THENCE S89°46'48"E, A DISTANCE OF 1167.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 529,392.19 S.F. OR (12.15 ACRES), MORE OR LESS.

EXHIBIT B



45/8

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Book: 1431 Page: 2

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Christopher L. Wright  
Recorder of Deeds

ROUSE FRETS WHITE GOSS GENTILE RHODES PC

**WHEN RECORDED RETURN TO:**

*Ms. Rachelle M. Biondo  
Rouse Frets White Goss Gentile Rhodes, P.C.  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111-3538*

**Title of Document:**

Covenant to Maintain Private Sanitary Sewer Facilities Plat  
of Weatherby Meadows

**Date of Document:**

*December 15*, 2025

**Grantor(s):**

Weatherby Meadows, LLC

**Grantee(s):**

Kansas City, Missouri

**Grantee(s) Mailing Address:**

4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130

**Legal Description:**

See Exhibit A

**COVENANT TO MAINTAIN PRIVATE SANITARY SEWER FACILITIES  
PLAT OF WEATHERBY MEADOWS**

**THIS COVENANT** made and entered into this 15<sup>th</sup> day of December, 2025, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and of Weatherby Meadows, LLC, a Limited liability company, (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located at the southeast corner N.W. Barry Road and N. Childress Avenue in Kansas City, of Platte 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 Weatherby Meadows, (**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 1 through 30 and Tracts of A and B as shown on Exhibit "B" attached hereto.

WHEREAS, the improvement proposed by Owner on the Property warrant private sanitary sewer to serve Lots of 1 through 30 and require preservation and maintenance of private sanitary sewer facilities within the Plat, in order to ensure continuous and perpetual operation and effectiveness in providing sanitary sewer service; and

WHEREAS, the City and Owner agree that it is in the public interest to provide private sanitary sewer facilities for the benefit of the Property; and

WHEREAS, the provisions for the maintenance of the private sanitary sewer facilities 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 private sanitary sewer facilities and appurtenances (Facilities) located within the Plat.
- b. Maintain the pipes, structures, grounds, and appurtenances for the Facilities located within the Plat.
- c. Keep the pipes, structures and appurtenances in good working condition or replace same if necessary.
- d. 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 the 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 owners of Lots 1 through 30 served by the Facilities located within the Plat;
- b. Assess a lien on the Lots 1 through 30 served by the Facilities located within the Plat.
- c. Maintain suit against Owner, and/or the owners of Lots 1 through 30 served by the Facilities located within the 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 Lots 1 through 30 not less than thirty (30) days before it begins maintenance of the Facilities.

**Sec. 3.** Owner and/or the owners of Lots 1 through 30 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 Kansas City Water  
4800 E. 63<sup>rd</sup> Street  
Kansas City, Missouri 641130

Notices to Owner shall be addressed to:  
Weatherby Meadows, LLC  
c/o Brian Mertz  
7607 N.W. John Anders Road  
Kansas City, MO 65152  
(816) 616-9016  
bmertz1975@gmail.com

**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 Platte County, Missouri, and shall be binding on Owner, its successors, assigns and transferees.

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





**EXHIBIT "A"**

Metes and Bounds legal description for the plat/property boundary

PLAT BOUNDARY DESCRIPTION A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 51 NORTH, RANGE 34 WEST, IN KANSAS CITY, PLATTE COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF NINTH ELEMENTARY, A SUBDIVISION OF LAND IN SAID PLATTE COUNTY, RECORDED IN BOOK 19 AT PAGE 256; THENCE N0°13'33"E ALONG THE WEST LINE OF SAID NINTH ELEMENTARY, A DISTANCE OF 206.99 FEET; THENCE N89°46'48"W, A DISTANCE OF 124.99 FEET; THENCE N0°13'32"E, A DISTANCE OF 8.00 FEET; THENCE N89°46'48"W, A DISTANCE OF 107.75 FEET; THENCE N0°13'32"W, A DISTANCE OF 115.00 FEET; THENCE N89°46'48"W, A DISTANCE OF 300.00 FEET; THENCE N0°13'32"E, A DISTANCE OF 165.00 FEET; THENCE N89°46'48"W, A DISTANCE OF 102.72 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE AND HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 19.90 FEET; THENCE S76°13'05"W, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N13°46'55"W AND A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 104.28 FEET; THENCE S42°04'36"W, A DISTANCE OF 115.00 FEET; THENCE N47°55'24"W, A DISTANCE OF 125.79 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE PRECEDING COURSE AND HAVING A RADIUS OF 610.00 FEET, AN ARC DISTANCE OF 281.05 FEET; THENCE N89°55'27"W, A DISTANCE OF 87.84 FEET; THENCE S0°04'33"W, A DISTANCE OF 808.68 FEET; THENCE S89°46'48"E, A DISTANCE OF 1167.30 FEET TO THE POINT OF BEGINNING. CONTAINING 529,392.19 S.F. OR (12.15 ACRES), MORE OR LESS



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Christopher L. Wright  
Recorder of Deeds

ROUSE FRETS WHITE GOSS GENTILE RHODES PC

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**WHEN RECORDED RETURN TO:**

*Ms. Rachelle M. Biondo  
Rouse Frets White Goss Gentile Rhodes, P.C.  
4510 Belleview Avenue, Suite 300  
Kansas City, Missouri 64111-3538*

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**Title of Document:** Subordination of Deed of Trust

**Date of Document:** July 31, 2025

**Grantor(s):** Weatherby Meadows, LLC

**Grantee(s):** Verimore Bank

**Grantee(s) Mailing Address:** 455 S. Sam Barr Drive  
Kearney, MO 64060

**Legal Description:** See Page 1

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