

Recorded in Clay County, Missouri



Recording Date/Time: 04/15/2026 at 03:51:58 PM

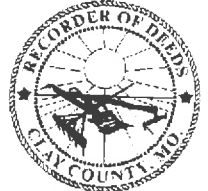
Book: 10148 Page: 39

Instr #: 2026009902

Pages: 3

Fee: \$27.00 E

STEWART TITLE

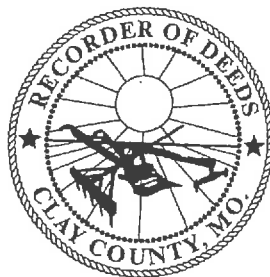


Sandra Brock
Recorder of Deeds

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

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 250584

Approving the plat of Monarch Townhomes, an addition in Clay County, Missouri, on approximately 17.28 acres generally located on both sides of North Cleveland Avenue, south of Northeast Barry Road, creating 29 Lots and 4 tracts for the purpose of a multi-unit family subdivision; accepting various easements; establishing grades on public ways; authorizing the Director of City Planning and Development and Director of Water Services to execute and/or accept certain agreements; and directing the City Clerk to facilitate the recordation of this ordinance and attached documents. (CLD-FnPlat-2025-00021)

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the plat of Monarch Townhomes, an addition 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.

Committee Sub 250584

Section 4. 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 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 Clay 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 Lewis, Mayor

Marilyn Sanders, City Clerk

JUL 24 2025

Date Passed

This is to certify that General Taxes for 2025, 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

April 6, 2026



Recording Date/Time: 04/15/2026 at 03:51:58 PM

Book: 10148 Page: 40

Instr #: 2026009904

Pages: 3

Fee: \$30.00 S



Sandra Brock
Recorder of Deeds

STEWART TITLE

WHEN RECORDED RETURN TO:

Ms. Rachelle M. Biondo
Rouse Frets White Goss Gentile Rhodes, P.C.
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112

Stewart

Title of Document: Subordination Agreement

Date of Document: March 19, 2026

Grantor(s): Verimore Bank

Grantee(s): Monarch Townhomes, LLC

Grantee(s) Mailing Address: 7607 NW John Anders Road
Kansas City, MO 64152

Legal Description: See Page 2

Reference Book and Page: Document 2025028997 BK10048 Pg 72
Doc # 2026009903 BKJ Pg 101.1

SUBORDINATION AGREEMENT

This Subordination of deed of trust Witnesseth, that Verimore Bank, as owner and holder of the note evidencing the debt secured by the Deed of Trust executed by Monarch Townhomes, LLC, a Missouri limited liability company, recorded November 17, 2025 in the office of the Recorder of Deeds for Clay County, Missouri as Document 2025028997 in Book 10048 at Page 72 for value received does hereby subordinate the lien and effect of said Deed of Trust to the easements and building lines and lot lines as shown on the property therein described on the:

Final Plat Monarch Townhomes recorded in Book 5 at Page
101.1 Doc # 2026009903

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, these presents have been executed under the seal of said corporation, pursuant to due authority, this 19 day of March, 2026.

VERIMORE BANK

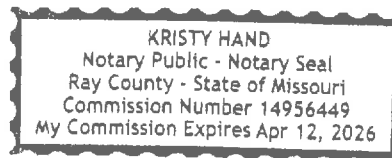
By Randy L. Pogue, SUP
Name: RANDY L. POGUE, SUP
Title: Senior Vice President

VERIMORE BANK

In the State of Missouri, County of Clay, on this 19 day of March, 2026, before, the undersigned, a Notary Public, in and for said County and State, personally appeared RANDY L. POGUE, SUP, to me personally known, who being by me duly sworn did say that he/she is Senior Vice President of the Verimore Bank, and that said document was signed and sealed in behalf of said bank and said bank acknowledged said instrument to be the free act and deed of said bank. Witness my hand and seal subscribed and affixed in said County and State, the day and year above written.

Kristy Hand
Notary Public

My Commission expires April 12, 2026



Recorded in Clay County, Missouri



Recording Date/Time: 04/15/2026 at 03:51:58 PM

Book: 10148 Page: 41

Instr #: 2026009905

Pages: 8

Fee: \$45.00 S

STEWART TITLE



Sandra Brock
Recorder of Deeds

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*

Stewart

Title of Document: Covenant to Maintain Storm Water Detention and BMP Facilities – Plat of Monarch Townhomes

Date of Document: April 2, 2026

Grantor(s): Monarch Townhomes, LLC

Grantee(s): Kansas City, Missouri

Grantee(s) Mailing Address: 4800 E. 63rd Street
Kansas City, MO 64130

Legal Description: See Exhibit A

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**COVENANT TO MAINTAIN STORM WATER DETENTION AND BMP FACILITIES
PLAT OF MONARCH TOWNHOMES**

THIS COVENANT made and entered into this 9th day of April, 2026, by and between Kansas City, Missouri, a constitutionally chartered Municipal corporation (**City**), and Monarch Townhomes, LLC, a Missouri limited liability company (**Owner**).

WHEREAS, Owner has an interest in certain real estate generally located in Kansas City, 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 Monarch Townhomes (**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 29 and Tracts A through D 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 Tracts B, C and D 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 Tracts B, C and D.
- b. Maintain the pipes, structures, BMPs, grounds, and appurtenances for The Facilities located on Tracts B, C and D.
- 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 Tracts B, C and D to the limits prescribed by the Kansas City Code of Ordinances.
- f. Maintain the grades within Tracts B, C and D pursuant to the approved plan on file in the office of the Director of KC Water and identified as File No. 2025-065.
- 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 Tracts B, C and D 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 Tracts B, C and D, and/or the owner of Lots of 1 through 29 served by The Facility on Tracts B, C and D;
- b. Assess a lien on either Tracts B, C and D or on the Lots of 1 through 29 or both served by The Facility on Tracts B, C and D;
- c. Maintain suit against Owner, and/or the owner of Tracts B, C and D and/or the owners of Lots 1 through 29 by The Facility on Tracts B, C and D 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 Tracts B, C and D and Lots 1 through 29 not less than thirty (30) days before it begins maintenance of The Facilities.

Sec. 3. Owner of Tracts B, C and D 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. 63rd Street
Kansas City, Missouri 64130

Notice to Owner shall be addressed to:
Monarch Townhomes, LLC
7607 NW John Ander 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 Clay 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

City Clerk

By: Kenneth C. Morgan
Director of Kansas City Water

Approved as to form:

Assistant City Attorney

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

BE IT REMEMBERED that on this 2 day of April, 2026, 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, 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: _____

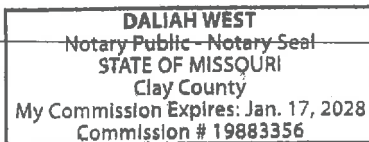


EXHIBIT A
Legal Description

A tract of land in the Southeast Quarter of Section 7, Township 51, Range 32, Kansas City, Clay County, Missouri, being described as follows: Beginning at the Northeast corner of said Southeast Quarter; thence South 0 degrees 15 minutes 10 seconds West, along the East line of said Southeast Quarter, a distance of 816.03 feet to a point on the North right of way line of Missouri Route 152, as now established; thence North 66 degrees 04 minutes 23 seconds West along said right of way line, a distance of 1402.86 feet; thence along a curve to the right tangent to the last described course and having a radius of 1599.21 feet, an arc distance of 462.84 feet; thence South 88 degrees 55 minutes 15 seconds East, a distance of 345.79 feet; thence South 88 degrees 56 minutes 48 seconds East, a distance of 739.90 feet; thence South 1 degrees 03 minutes 12 seconds West, a distance of 10.00 feet; thence South 88 degrees 50 minutes 32 seconds East, a distance of 37.20 feet; thence North 1 degrees 03 minutes 12 seconds East, a distance of 10.07 feet; thence South 88 degrees 56 minutes 48 seconds East, a distance of 248.29 feet to the Point of Beginning.

Containing 752,890.32 Sq. Ft. or 17.28 Acres±

