

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
AGENDA

Raytown City Hall
Board of Aldermen Meeting Chambers
10000 East 59th Street
Raytown, Missouri 64133
October 6th, 2022
7:00 pm

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson: Thurman: Emerson: Meyers:
Hunt: Frazier: Stock: Bruenger:
Jean-Paul:

3. Approval of Minutes

A. August 4, 2022, Regular Meeting Minutes

- a) Revisions
- b) Motion
- c) Second
- d) Additional Board Discussion
- e) Vote

4. Old Business: None.

5. New Business:

A. Case No.: PZ 2022-08

Applicant: Carol Brown

Reason: Amend Zoning Classification from HC, Highway Commercial, to NC, Neighborhood Commercial on Property Located at 7607 Raytown Road.

- 1. Introduction of Application by Chair.
- 2. Explanation of any exparte' communication from Commission members regarding the application
- 3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing
- 4. Enter Additional Relevant City Exhibits into the Record:
 - a. Staff report
 - b. Application Supporting Documents
- 5. Introduction of Application by Applicant

6. Presentation of Application by Staff
7. Request for Public Comment by Chairman
8. Additional Staff Comments and Recommendation
9. Commission Discussion
10. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Board Discussion
 - d. Vote

B. Case No.: PZ 2022-09

Applicant: City of Raytown

Reason: Amend Text of Chapter 50 of Raytown Municipal Code to Modify Home-Based Business Regulations to Comply with Recent State Legislative Changes.

1. Introduction of Application by Chair.
2. Explanation of any exparte' communication from Commission members regarding the application
3. Swearing in of all speakers by City Attorney that plan to give testimony during hearing
4. Enter Additional Relevant City Exhibits into the Record:
 - a. Staff report
 - b. Application Supporting Documents
5. Presentation of Application by Staff
6. Request for Public Comment by Chairman
7. Additional Staff Comments and Recommendation
8. Commission Discussion
9. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Board Discussion
 - d. Vote

6. Other Business: None.

7. Set Future Meeting Date – Next Regular Meeting, Thursday, November 3, 2022, at 7:00 PM.

9. Adjourn

**CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
REGULAR MEETING
MINUTES**

**August 4, 2022
7:00 pm
Council Meeting Chambers**

1. Welcome by Chairman Wilson. Chairman Wilson called the meeting to order at 7:00 PM.

2. Call meeting to order and Roll Call.

Wilson:	Present	Thurman:	Present	Emerson:	Present
Stock:	Absent	Frazier:	Present	Hunt:	Absent
Meyers:	Present	Bruenger:	Absent	Jean-Paul	Absent

3. A. Approval of Minutes: Minutes of May 5, 2022, Regular Meeting were approved 6-0 as amended to correct error, that stated Easement Vacation application was continued when it was actually approved, upon motion by Mr. Meyers and second by Ms. Emerson.

B. Approval of Minutes: Minutes of July 7, 2022, Work Session on Mini Goats were approved 6-0 upon motion by Mr. Frazier and second by Mr. Meyers.

4. Old Business:

Case No.: PZ 2022-04

Applicant: SBD Capital Development

Request: Approval of Final Plat of Utopia Gardens Subdivision, A New 6-Lot Subdivision Located in the Southeast Quadrant of Lane Avenue and 85th Place in an R-3, High Density Residential District.

Chris Gilbert briefly reviewed the history of this application which was originally considered in April by the Planning Commission and was continued indefinitely until the City Engineer approved the construction drawings for the public improvements necessary for the project. Mr. Gilbert informed the Commission that the plans were now approved and the applicant could move forward with installation of the improvements following Planning Commission approval and the acquisition of all necessary permits from Missouri Dept. of Natural Resources.

Ms. Emerson moved, and Ms. Stock seconded, that the Final Plat of Utopia Gardens now met all City requirements and could move forward.

VOTE: Motion passed 6-0.

5. New Business:

Case No.: PZ 2022-07:

Applicant: City of Raytown

Request: Amendments to the Text of Chapter 50, Article I, Section 50-4, Definitions, and Article IV, Division 2, Section 50-127 of the Raytown Municipal Code to add Regulations to the Low Density Residential Zoning District to Provide for the Keeping of Miniature Goats Within the City of Raytown.

1. Introduction of Application by Chairman.

Chairman Wilson introduced the application.

2. Explanation of any Ex Parte Communications Regarding the Application.

All members reported Ex Parte communication or attempted Ex Parte communication with Nathan Bergen regarding the keeping of mini goats, and no members believed that communication would affect their deliberation on the proposed text amendments.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report and supporting documents into the record. Additional documents were entered into the record throughout the hearing and those new documents are attached to the back of these minutes.

4. Staff Presentation of Application.

Chris Gilbert, Planning & Zoning Coordinator provided the staff report, addressing the background of the text amendment, efforts to solicit public comment, how surrounding communities address the issue, and the highlights of the proposed text amendments.

5. Public Comments on Application.

Numerous individuals commented during this public hearing. A full list of those present at the public hearing is attached to the back of these minutes.

Nathan Bergen, 8604 Grant Drive, Raytown, Margaret Chamas, Smithville, Sheila Patton, Greenwood, Evan Gorrell, 11109 E. 59th Street, Raytown, Greg Walters, 8958 E. 60th Street, Bonnaye Mims 7907 E. 87th Street, Raytown, and Mary Jane Van Buskirk, 7812 Woodson, Raytown, all provided testimony. All additional documents entered into the record during the hearing is attached to these minutes.

6. Commission Discussion.

The commissioners asked numerous questions of staff and various individuals providing testimony.

7. Commission Decision to Approve, Conditionally Approve, or Deny Application.

Mr. Frazier moved and Ms. Stock seconded to remove the requirement for double sided 6 foot fencing along interior lot lines as long as the fence was 6 feet in height and the material met the fencing standards in Chapter 50, Article VII, Fencing.

VOTE: Motion failed 3-3.

Ms. Emerson moved and Ms. Thurman seconded to recommend denial of the text amendments to the Board of Aldermen.

VOTE: Motion failed 3-3. Amendments to proceed to the Board of Aldermen as written.

6. Other Business- None

7. Set Future Meeting Date – Next scheduled meeting date is September 1, 2022. Chris Gilbert informed the Planning Commission that this meeting is now cancelled with no business to go before it in September.

8. Meeting was Adjourned at 9:22 PM upon motion by Mr. Frazier and second by Ms. Stock.



PZ 2022-08

To: City of Raytown Planning and Zoning Commission
From: Ray Haydaripoor, Community Development Director
Date: October 6, 2022
Re: Application for Rezoning

PLAT APPLICATION SUMMARY

Applicant: Carol Brown
Project Contact: Carol Brown
Property Location: 7607 Raytown Road
Request: Rezoning from Highway Commercial (HC) to Neighborhood Commercial (NC)

BACKGROUND INFORMATION:

Carol Brown, the owner of the subject parcel, is requesting to rezone this already developed 0.35 acre parcel located at 7607 Raytown Road from Highway Commercial (HC) to Neighborhood Commercial (NC). The applicant is requesting the rezoning to permit use of the property for a Day Care Center, which is permitted in Neighborhood Commercial Zoning but is not permitted in Highway Commercial zoning. Staff believes this was done for 2 reasons. First, to provide more protection so children don't run out into 350 Highway, and Second, to not use up valuable economic development frontage onto 350 Highway for uses that don't generate sales tax revenue. As neither factor has much applicability to this particular parcel due to its size and orientation off Raytown Road only, staff believes the application has merit.

This parcel has been unoccupied for some time prior to Ms. Brown purchasing the property, but because business license records don't show any licenses on the property going back to 2000, its difficult to determine when it was last occupied. Included in the packet is a Certificate of Occupancy and plans from 1996 for this location to become a day care facility previously so this is not the first time this property has been intended for such use. The property is fully fenced around the back and sides with an outbuilding and 12 parking spaces. The applicant plans to install a state required play area at the east end of the property behind the parking that would be secure for the children.

This property is located within the 350 Highway Corridor Overlay but as the site is already developed, will have limited impact. The Future Land Use Map Designation is Commercial, the same category for both Neighborhood Commercial and Highway Commercial, so no amendment is necessary (See attached Future Land Use Map).

REZONING APPLICATION FACTORS TO BE CONSIDERED

When considering a rezoning request the following criteria should be considered in order to determine whether the application should be approved.

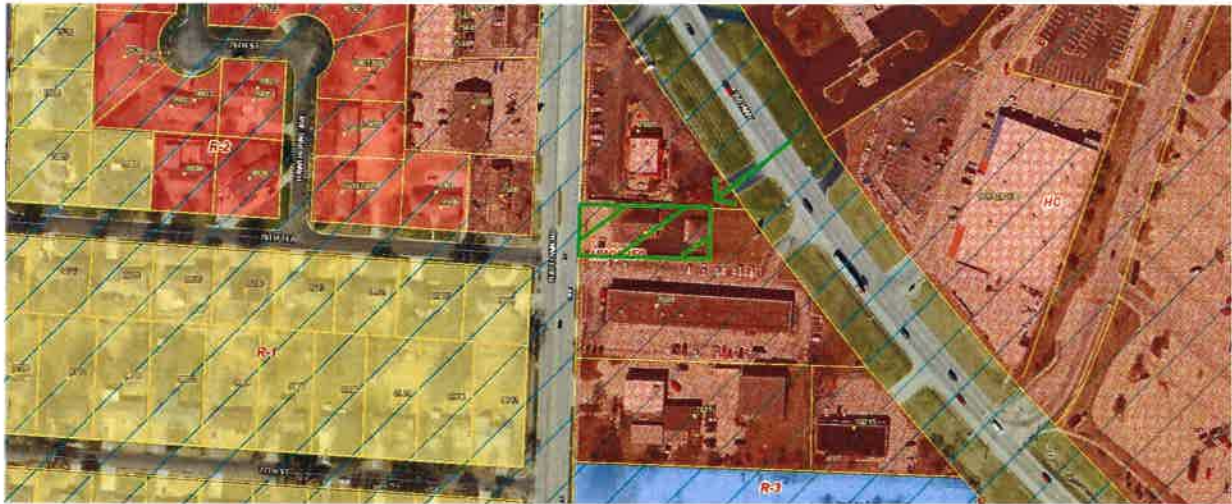


FIGURE 1: Surrounding Zoning

1. CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood is completely commercial, with fast food, auto repair, general offices, and general retail, all in close proximity to the subject property. There is some residential across Raytown Road to the southwest that abuts directly up to Raytown Road.

2. ZONING AND CURRENT USES OF NEARBY PROPERTY

The following provides an overview of the zoning and existing land uses on properties surrounding the subject area:

	<u>ZONING</u>	<u>EXISTING LAND USES</u>
South:	HC	Commercial/Office
North:	HC	Commercial
East:	HC	Commercial/Office
West:	HC, R-1	Commercial/Office, Single family homes

3. SUITABILITY OF ZONING FOR CURRENT USE

The subject property is a small house that was once used as a daycare in the mid-1990s and later as a general office location although we can locate licensing records for such office use. The current owner, Carol Brown, purchased the property to once again operate it as a daycare center. While the property is perfectly suited as a general office, staff does not object to the property being utilized as a daycare and has the support of the Building Official and the Fire Marshal regarding suitability for such a use following on-site inspections conducted by both officials.



FIGURE 2: SIDE VIEW (L) AND FRONT VIEW (R) OF SUBJECT PARCEL

4. DETRIMENTAL EFFECTS TO NEARBY PROPERTIES IF REZONING IS APPROVED.

There are no apparent detrimental effects that could occur to nearby properties if this rezoning case is approved. The only negative aspect to this proposed rezoning would be that it could be considered a spot zoning. Unfortunately, the best way to avoid this perception would have been to send the applicant to the Board of Zoning Adjustment for consideration of a Use Variance, but the Board of Aldermen had specifically chosen when Chapter 50 was adopted to remove this ability from review and consideration by the BZA.

5. LENGTH OF TIME OF VACANCY.

The lot has sat vacant for a considerable time prior to Ms. Brown purchasing it.

6. CONSIDERATION OF PUBLIC INTEREST.

1. Public Health: The proposed use should not have any noticeable effect on public health. Utilities are available to this site.
2. Public Safety: The proposed use should not have any noticeable effect on public safety. Sufficient off-street parking is available on the site to service the use as a day care center.



3. Public Welfare: The proposed use should not have any noticeable effect on public welfare.

7. IMPACTS ON PUBLIC SERVICES AND UTILITIES.

Because the property was already used as a daycare in the mid-1990s, the surrounding property is all developed, all necessary utilities and public services are available and capable of serving the proposed use, there should be no issues with impacts on public services and utilities.

8. CONFORMANCE WITH THE COMPREHENSIVE PLAN.

The Future Land Use Map contained in the Raytown Comprehensive Plan Update adopted in 2002 identifies the subject property as Commercial. There is no differentiation between Neighborhood Commercial and Highway Commercial, so the rezoning is still in compliance with the existing Comprehensive Plan Land Use Map designation for the subject parcel.

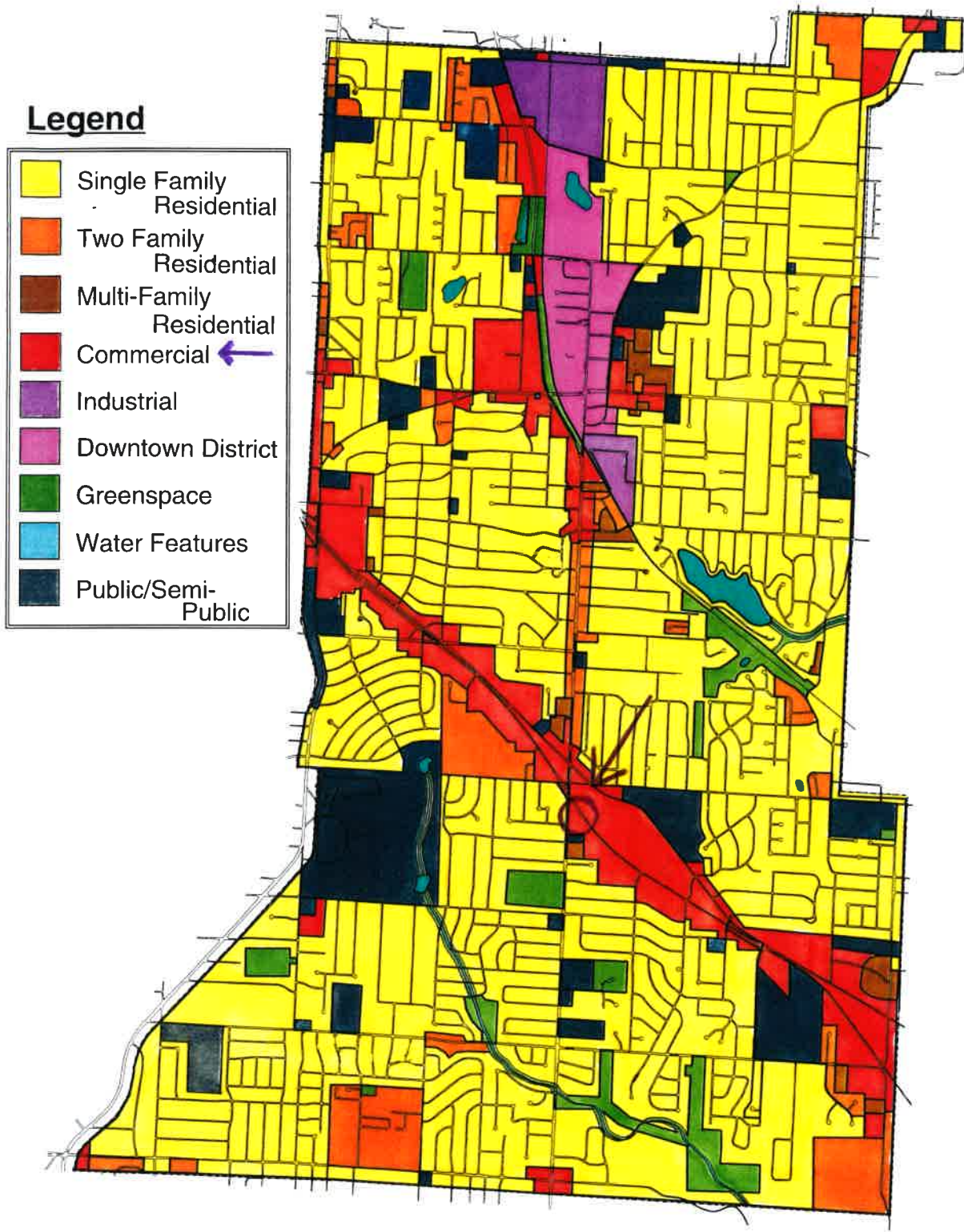
Staff Recommendation:

Even though the proposed use is requiring an action that can be considered spot-zoning and is generally highly frowned upon in the Planning Community, there are sometimes good reasons for allowing certain ones to proceed.

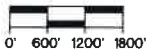
Staff believes based upon the history of this property as a daycare, the small nature of the rezone, continued compliance with the Comprehensive Plan, the lack of access to 350 Highway, and the inability of the Raytown Board of Zoning Adjustment to act as an appeal authority for a Use Variance, that the Rezoning Application be recommended for approval by the Planning Commission, changing the Zoning Classification of the subject property from HC, Highway Commercial to NC, Neighborhood Commercial.

Conditional Zoning is not recommended by staff as a rezoning action is not a Conditional Use Permit that typically enjoins a litany of conditions. The applicant will be required to bring the entire property into compliance prior to the business license to operate being issued.

Figure 11
Future Land Use Map



NORTH



Raytown Comprehensive Master Plan

Gould Evans Associates, P.C.
Griffith + Associates
Shafer, Kline + Warren Associates

Case Number _____
Date Received _____

**CITY OF RAYTOWN
APPLICATION FOR REZONING**

PART I BACKGROUND INFORMATION

1. This request applies to property at the following address
7607 Raytown Road, Raytown, MO 64138

2. The name (s), address(es), and phone number(s) of the property owners: (As listed on the deed)

Name	Address	Phone
Carol J. Brown	9017 Crescent Ct., Kansas City, MO 64138	817-718-8066
Cleveland Brown, Sr.	9017 Crescent Ct, Kansas City, MO 64138	816-298-7960

3. We, the property owner(s), do hereby appoint the following person as our agent during consideration of our request:

Name	Address	Phone
N/A		

4. The property is currently being used for the following purposes:

The property is currently being used as a church and for auxiliary programs like child care and food giveaways

5. We propose that the zoning of the property be changed from HC to NC.

6. Please list all existing structures and their heights located on the property:

<u>Structure</u>	<u>Height</u>
The parcel is a former single family house that has been formerly used as a childcare center and office. It is located at 7607 Raytown Road, Raytown, MO 64138. It has .35 acres and was built in 1954. It has 1381 square feet above ground.	1 Story

7. We, the undersigned, do hereby authorize the submission of this application and associated documents, and do hereby certify that all the information contained therein is true and correct. (Signatures of property owners)

Carol J. Brown

Cleveland Brown, Sr.

x Carol J. Brown

x Cleveland H. Brown, Sr.

PART II REZONING AMENDMENT STATEMENT

This statement will become part of the application. This is an opportunity to justify approval of a zoning amendment. The information requested pertains to factors that will be considered in reaching a decision on applications.

If the space provided is not adequate, the applicant may attach additional pages. The applicant is also encouraged to submit any other pertinent information, such as photographs, drawings, maps, statistics, legal documents, and letters of support.

A. The proposed development will be in keeping with the character of the neighborhood because:

The parcel was a former house and it faces Raytown Road. On the same block are other houses as well as some mixed use properties. It does not face 350 Highway and is fenced around the parameters. The use as a church and other supportive programs would not diminish the character of the neighborhood, but support it.

B. The proposed use will be consistent with the zoning and uses on nearby parcels because:

The nearby parcels are retail stores, services shops, and restaurants. What is missing is a church and an affordable childcare center that supports the community. It is a small community and a childcare center is needed. Children under 9 make up 12% of the Raytown population, which is 3,480. There are only 10 childcare centers & preschools in Rayto which leaves a shortage in the area.

C. This property is more suited for its proposed zoning than its current zoning because:

The parcel faces Raytown Road and not th highway and there is a large grass area between 350 Highway and the back of the property. Additionally, the end of the property line is fenced. It is also a former house that is perfectly rennovated f a church, office, childcare facility, or other community supportive services.

D. The proposed zoning will have the following detrimental effects on nearby parcels:

There will be no detrimental effects on the nearby properties because the property has been and is being well maintain. It also has an ample amount on the property, so no other businesses will be affected.

E. Prior to submitting this application, the property has been vacant for:

The owners elieve the property was vacant for more than two years before they purchased it.

F. If the application is denied, the property owner(s) will face the following hardships:

The property may be harder to maintain if the building is not zoned to allow an activity that will help to maintain it and t a great needed service to the Raytown community. Many families may not find affordable and quality childcare that is facilitated by qualified staff as well as food, and a small family friendly place of worship.

G. The proposed development implements the Comprehensive Plan in the following ways:

Raytown is improving streets, water, sewer, and the technology infrastructure. However, there is still a shortage of childcare facilities in the area. We would not only provide a great house of worship, but also a qualified child care center with experienced providers.

H. Public facilities and utilities are adequate to serve the proposed use as follows:

The fire and City departments have already been to the location to inspect the property. The few corrective actions that were mandated have been corrected.

I. Additional comments:

The property is perfectly suited for a small house of worship and is also a former childcare center, so it is also a great location for that. It is now ready to offer both services to residents of Raytown along with other support services.

(City will provide) Names and addresses of property owners within 185 feet of the exterior boundaries of the entire parcel.

xy B

Traffic Impact Study containing information as specified on the following page.

CERTIFICATE OF USE AND OCCUPANCY

CITY OF RAYTOWN, MISSOURI 10000 E. 59th St. 64133

Certificate Number: 96-191-1-CO Date Issued: 7/2/96 Date Expires: None
Address of Property: 7607 Raytown Road Zoning: C-2
Legal Description: LOT 4, MIL DAR ADD
Property Description: MAJESTIC CHILD CARE & PRESCHOOL Type of Construction: V-N
Certificate Applicant: Chris Meyer - Same address

	<u>Basement</u>	<u>1st Story</u>
Use Group:	Service to building only	E-3
Occupancy Load:	0	31
Control Room(s)	0	0
Area Separations:	0	0
Occ. Separations:	0	0
Sprinkler System(s):	0	0


Regulating Codes: 1991 Uniform Building, Mechanical, Plumbing & 1990 NEC.

Applicable Board of Appeal Cases: Number 95-1-27515 to substitute basement ceiling rating for interlocked smoke detection system.

Description of that portion of the building for which this Certificate is issued:

Approved use of total building and grounds.

Other special conditions applicable to this Certificate:

Issued by:  Building Official or Authorized Representative

NOTICE

A copy of this Certificate is required to be posted in a conspicuous place on the premises and shall not be removed except by the Building Official. Exception: Individual Dwelling Units.

Distribution:
Site, Fire Dist., C.O. Files, Permittee, Other.



**BUILDING
PERMIT APPLICATION
CITY OF RAYTOWN, MO.
10000 E. 59TH STREET, 64133
(816) 737-6014**

NOTICE: The disposal of demolition waste is regulated by the Department of Natural Resources under chapter 260, RSMo. such waste, in types and quantities established by the department, shall be taken to a demolition landfill or a sanitary landfill for disposal.

Transaction No.: 95-3364
Map No.: 4
Certificate No.:
Date: 00/00/00
Date Applied: Nov 21, 1995

12/11/95

BLOCK

JOB ADDRESS
Street No.: 7607

Street Name: Raytown Road

Plan No.:

27515

Building#:

Suite/Apt #:

Zip Code: 64138

LEGAL DESCRIPTION

1/4 Sec: 16 Township: 48 Range 32

Lot: 4 Block: Subdivision: Mil-Dar Add. Zoning: C-2

General Description (Where no address is known):

BLOCK B

Your relationship to this permit:
Owner/Occupant-Commercial

Typed/Printed Name of Applicant:

Last Name: Meyer First Name: Chris

Street No.: 7607 Street Name: Raytown Road

Apt/Suite: PO Box:

City: Raytown State: Mo. Zip Code: 64138

Phone: (816) 358-9622 Alternante Phone:

Name of Business: Majestic Child Care & Pre School

License No.: 0 License Year.: 0

150478

BLOCK C

Work Description: (Office Use)

Construction Type:

Type Structure: NonRes. & NonHousekeeping

Com. remodel for child care.

VALUE OF CONSTRUCTION PERMIT FEE

Full		
\$5,000.00		
0	Plan Review	\$0.00
	Total	\$33.00

ATTENTION PERMIT APPLICANT: You are hereby notified that your signature on this application is interpreted as written acknowledgement of your liabilities to conform to regulations established by the Codes & Ordinances regulating the construction for which this permit is issued. Violations are subject to penalties. *Agents must submit letters endorsed by persons authorizing them to act on their behalf in gaining this permit.

Pending decision on
Basement Protection Kit.

[Signature]

Signature of Applicant

[Signature]

Approved By

12-795

Date Approved

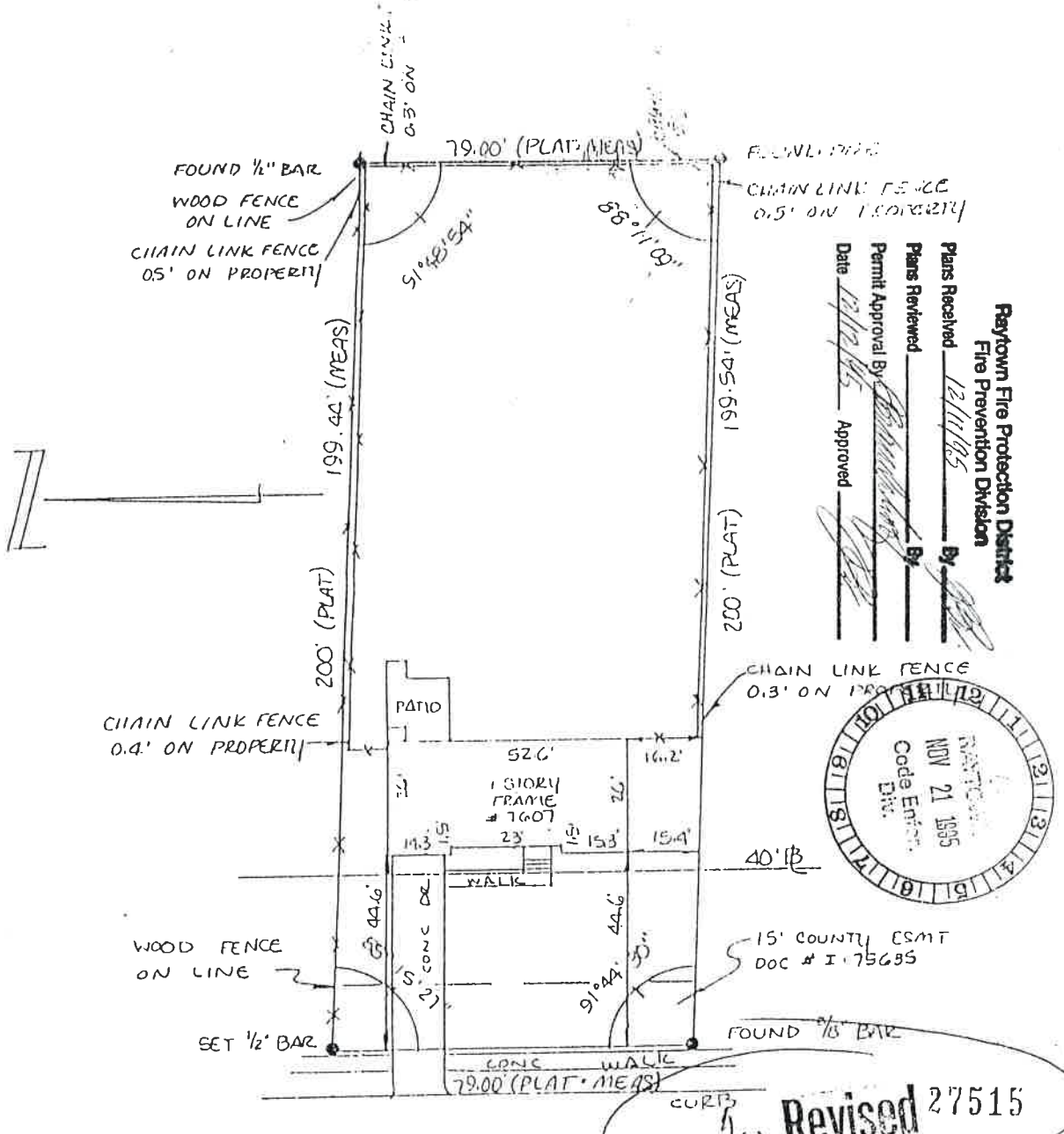
CERTIFICATE OF SURVEY

7607 Raytown Rd
Meyer

ORDERED BY: NORTH AMERICAN SAVINGS

LAND SURVEY CO.
A Division of MIGAR Enterprises, Inc.
P. O. Box 528
Grandview, Missouri 64030
Phone: 965-0839

DESCRIPTION: Lot No. 2, HIL-DAR ADD., a subdivision in Raytown, Jackson County, Missouri, according to the record plat of the said subdivision.



Raytown Fire Protection District
Fire Prevention Division

Plans Received 12/11/95
By [Signature]
Permit Approval By [Signature]
Date 12/12/95 Approved



Revised 27515

NOTE: THE IMPROVEMENTS ON THIS PROPERTY ARE NOT IN THE 100 YEAR FLOODPLAIN.
290176 0005 B Sept. 15, 1978

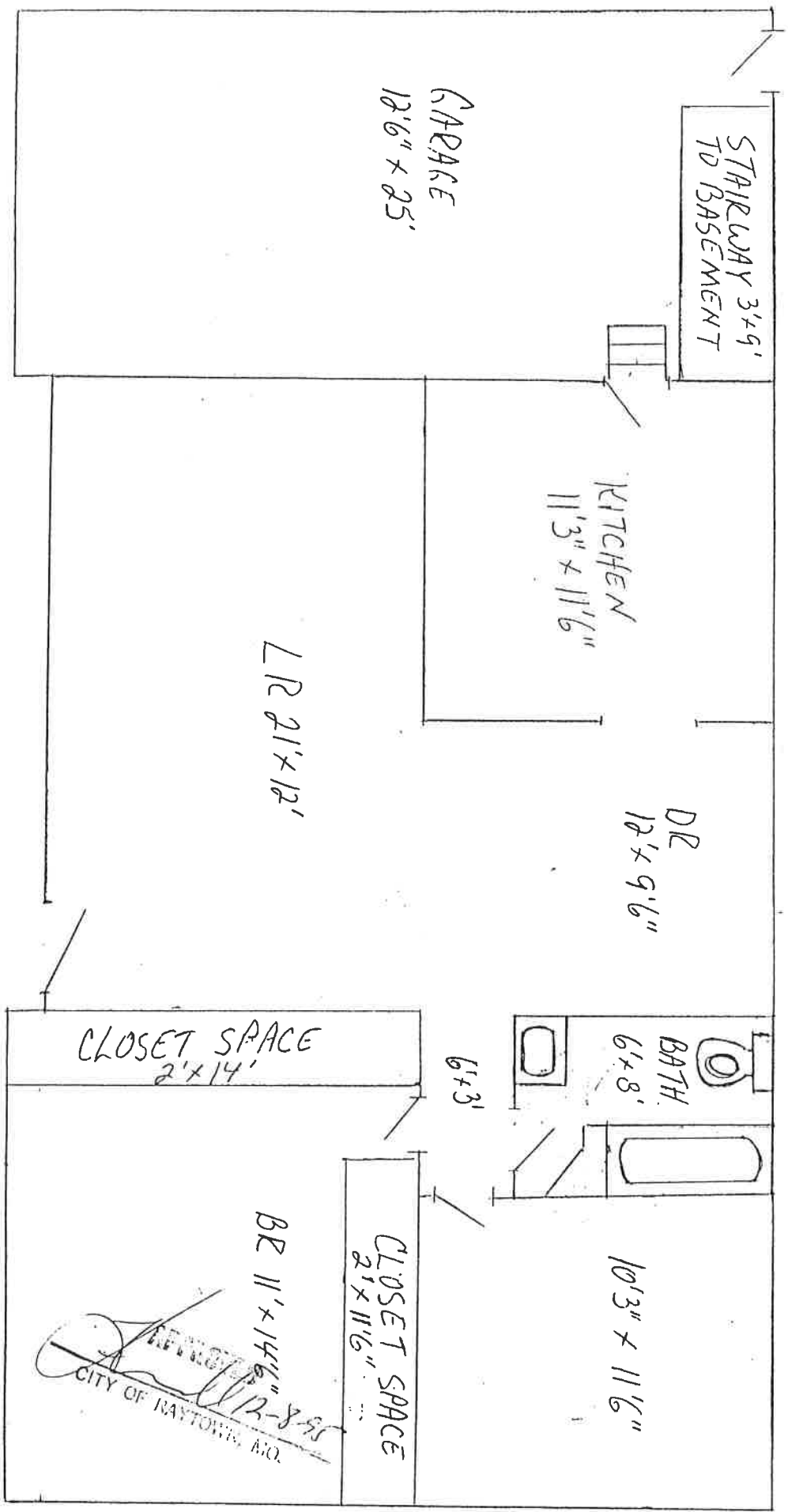
CHRIS MEYER

RAYTOWN ROAD
APPROVED [Signature]
SCALE 1"=30'
DATE 10-31-95
JOB# 153309
CITY OF RAYTOWN, MO.

THEREBY CERTIFY: that this Certificate of Survey is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources Division of Geology and Land Survey of the State of Missouri. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and the platting of subdivisions to the best of my professional information, knowledge and belief.

NET TITLE NO. 95606176 I-A UPDATE Michael L. Bealder

7607 RAYTOWN RD.

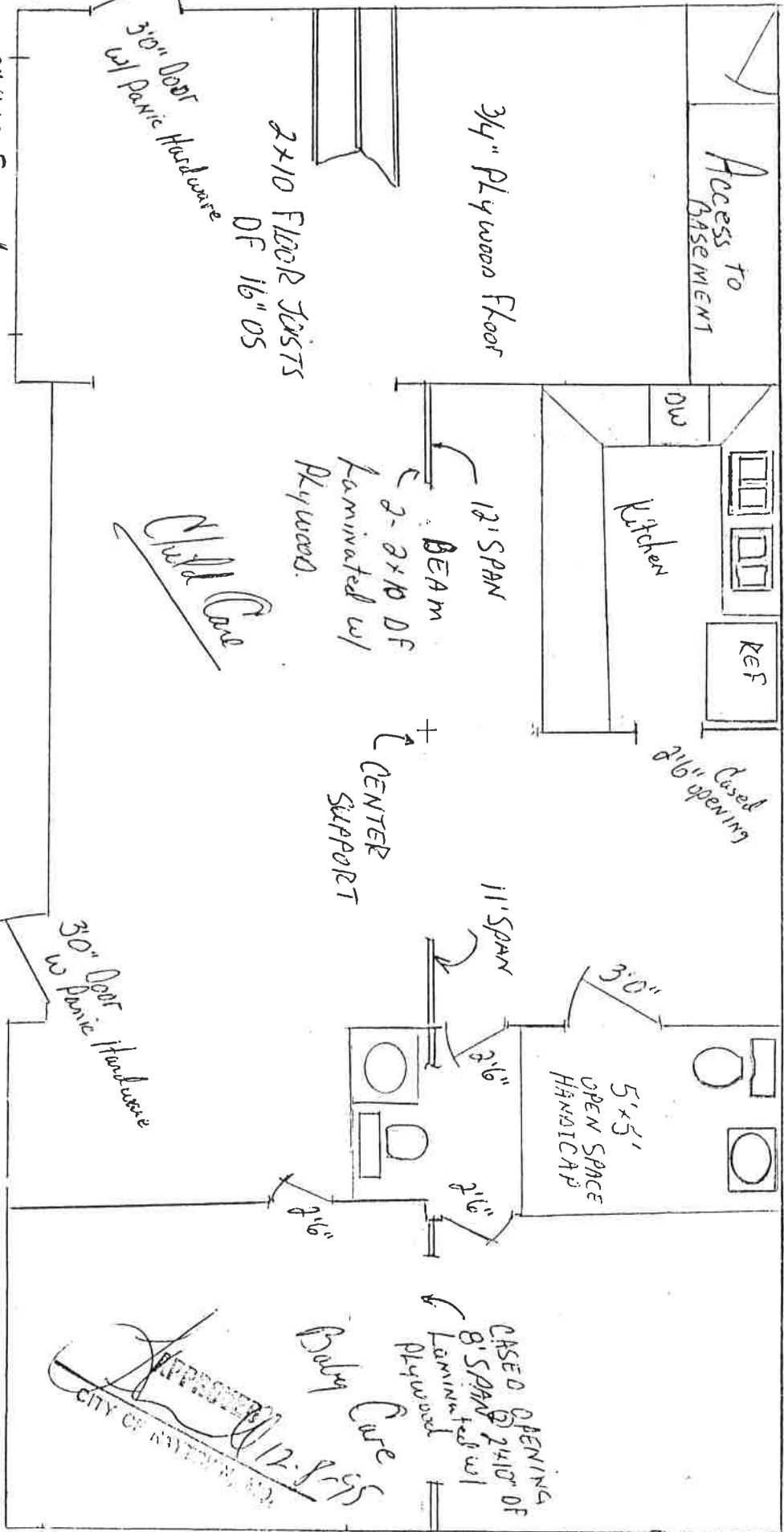


Existing layout

APPROVED
12-8-98
CITY OF RAYTOWN, MO.

Basement Uninhabited
Service to Building Only

7607 RAYTOWN RD.



12" C/A Foundation Wall

3'0" Door w/ Panic Hardware

2x10 FLOOR JOISTS DF 16" OS

3/4" Plywood Floor

Kitchen

REF

2'6" Closed Opening

12' SPAN BEAM
2-2x10 DF Laminated w/ Plywood.

CENTER SUPPORT

11' SPAN

5'x5' OPEN SPACE HANDICAP

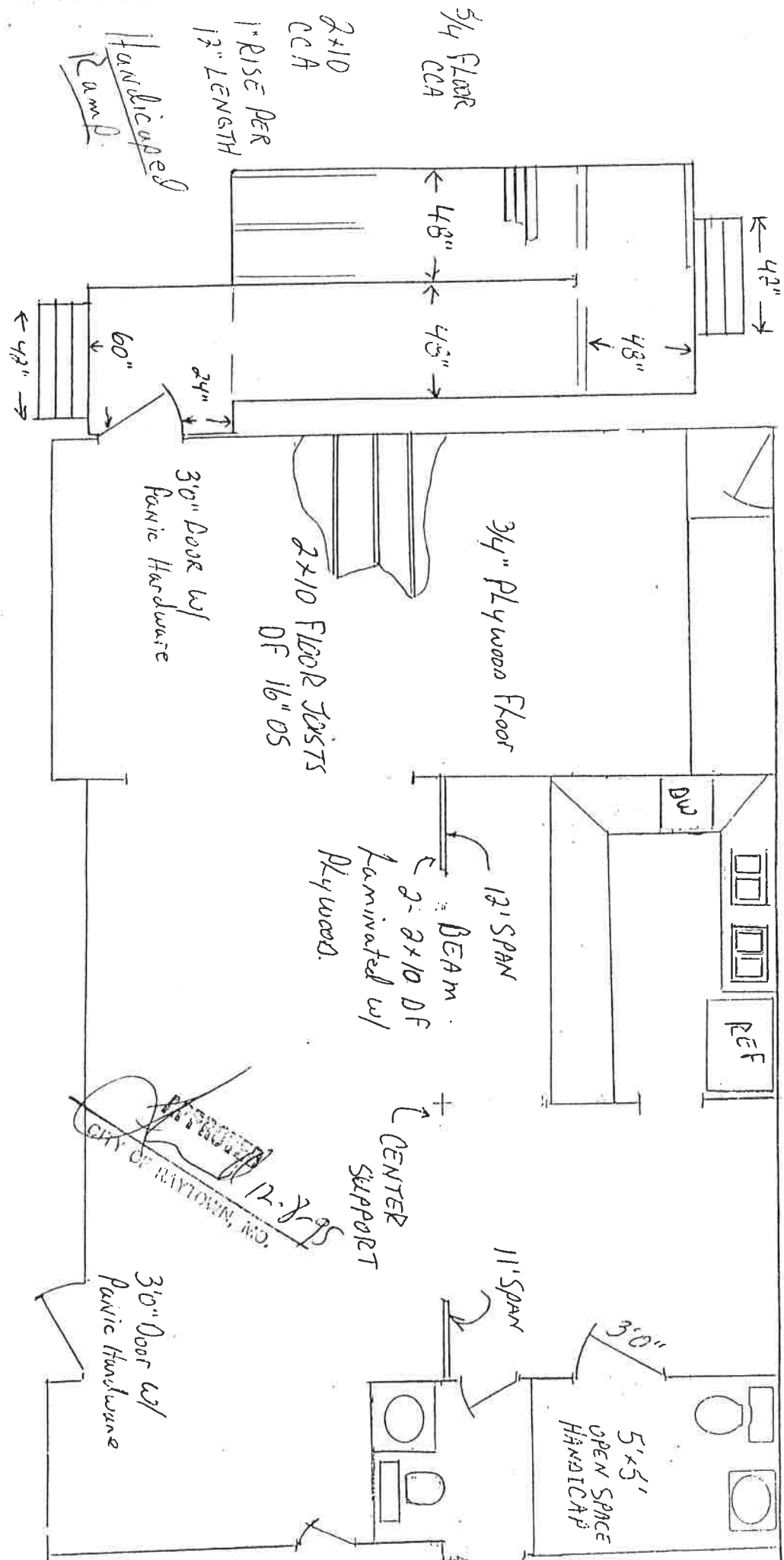
3'0" Door w/ Panic Hardware

C. J. [unclear]
12.8.99
CITY OF RAYTOWN, MD.

CLOSED OPENING @ 2'4" OF 8' SPAN w/ Laminated Plywood

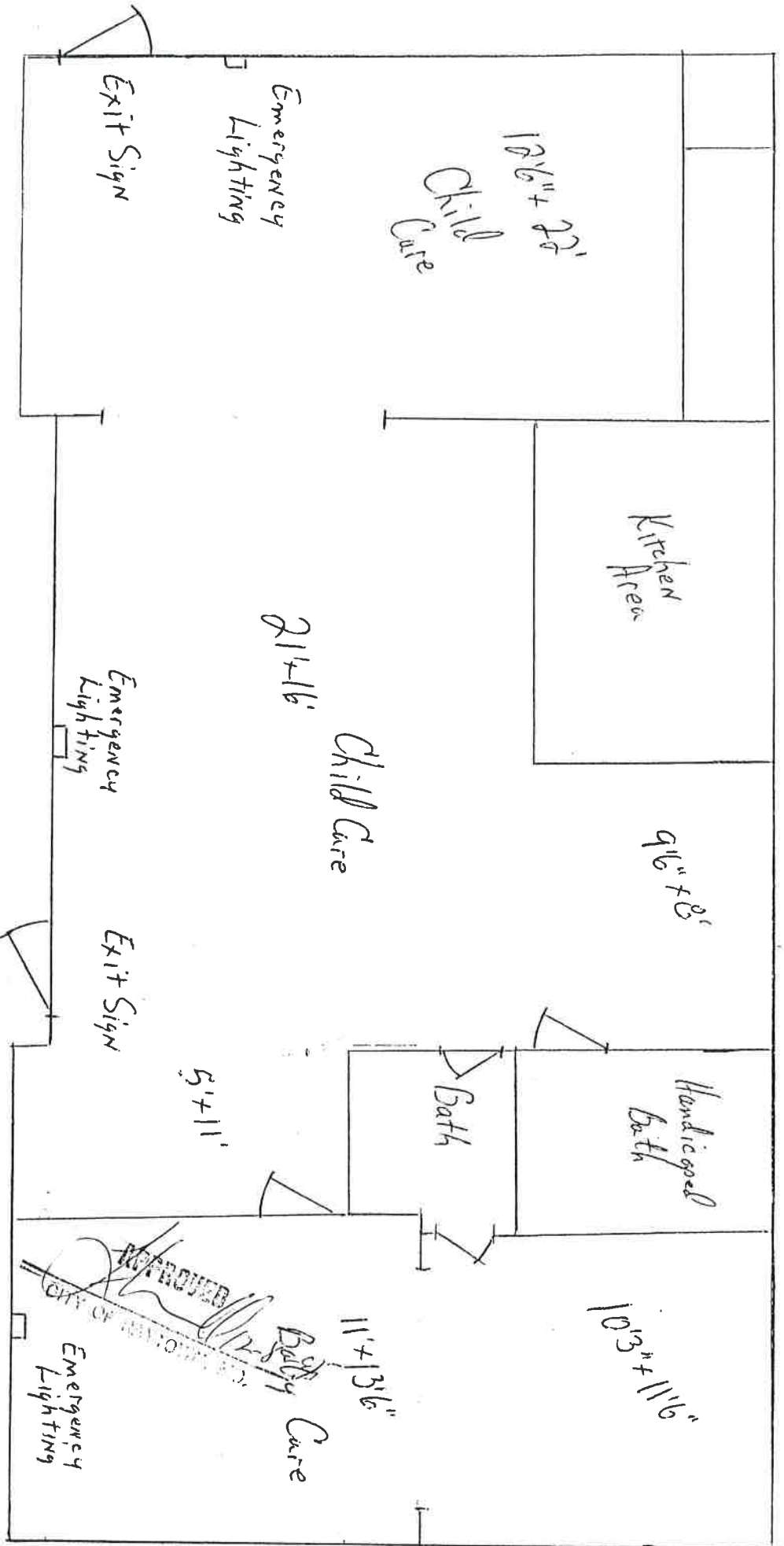
Bump Up Cure

7607 Rayton

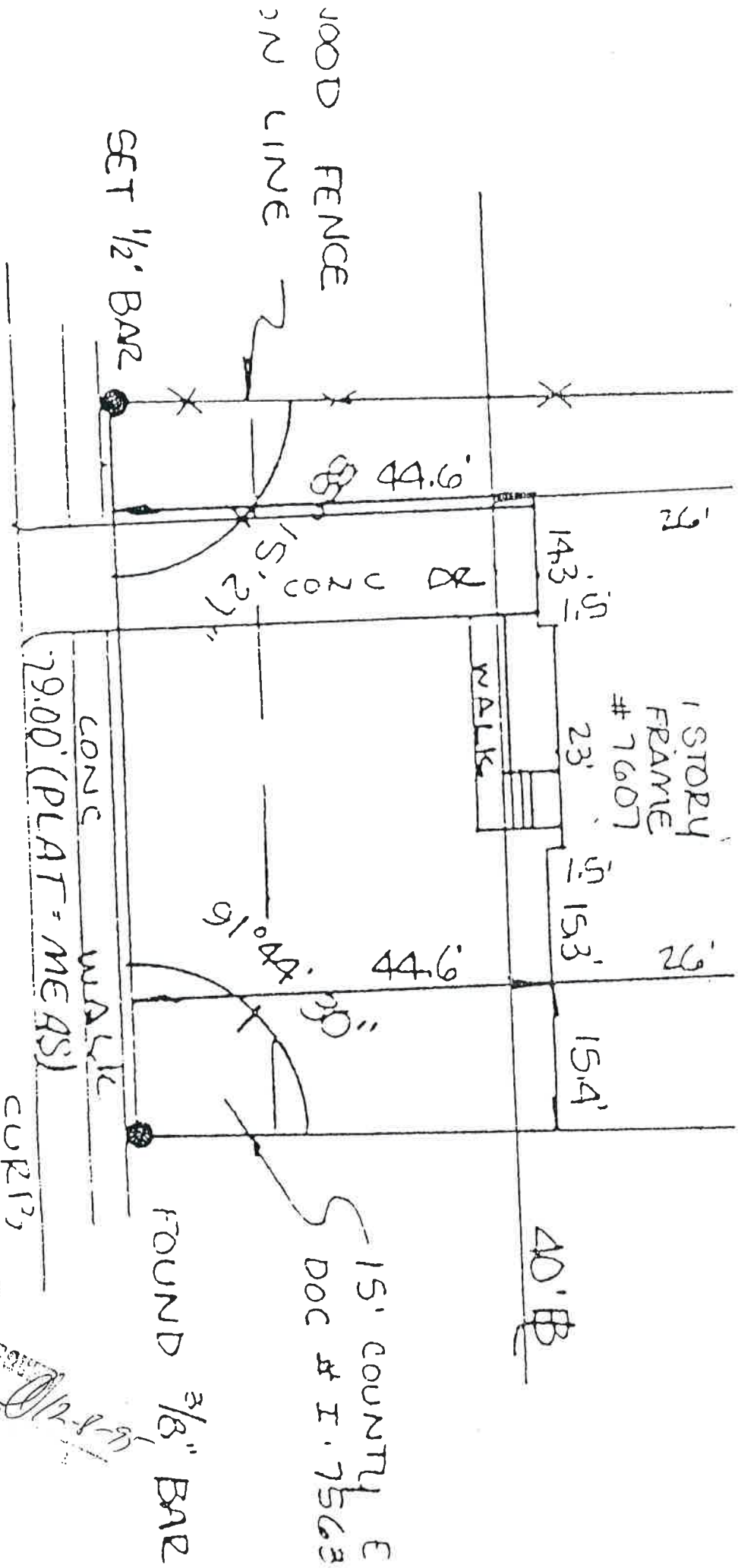


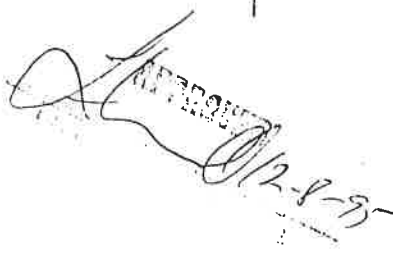
~~APPROVED~~
CITY OF RAYTON, MO

7607 RAYTOWN RD



7607 RAY TOWN RD

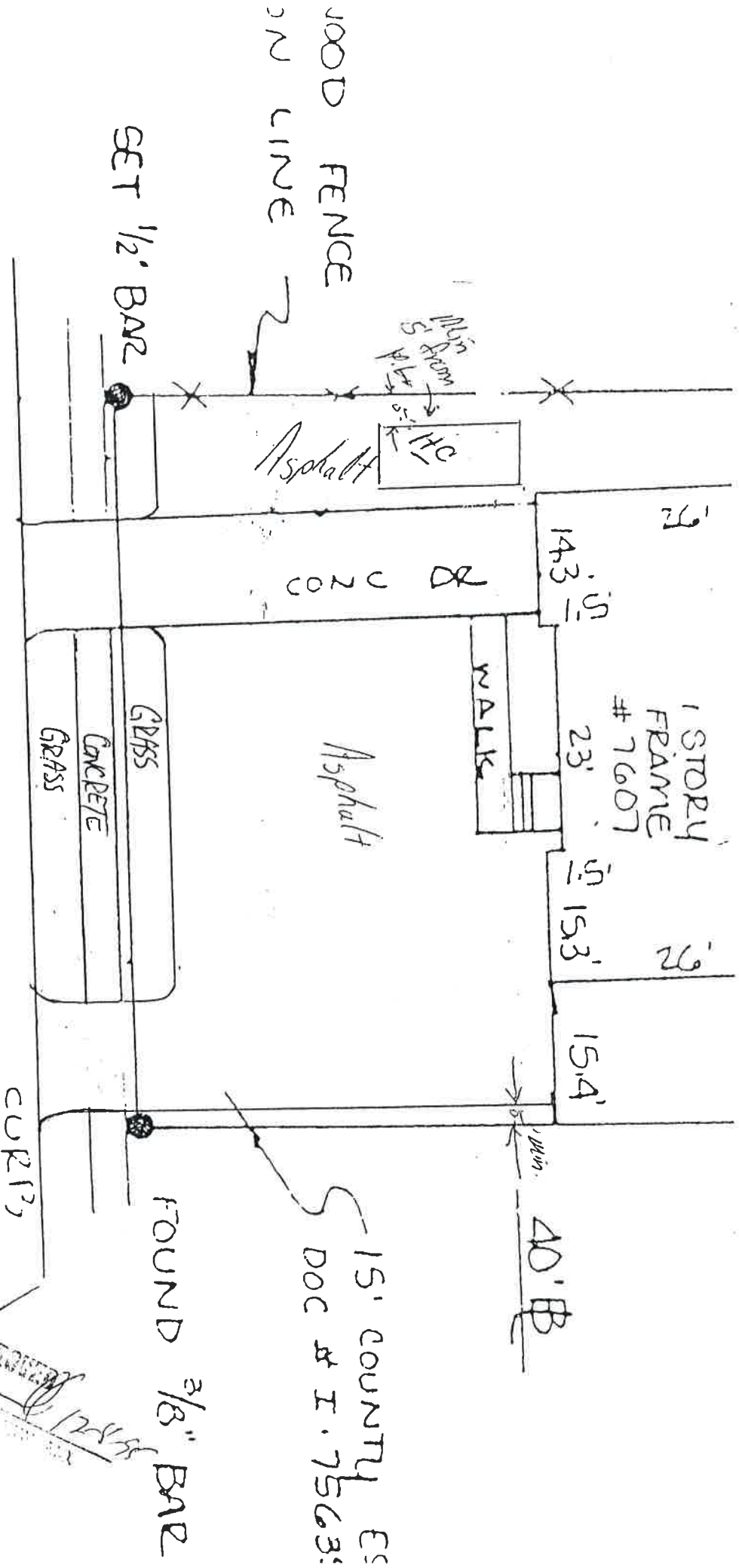




 ROBERT J. [Name]

 No. 12-839

7607 RAY TOWN RD



15' COUNTY ES
 DOC # I. 7563;
 125-58
 CITY OF...

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Jacob Beran** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **September 16, 2022** edition and ending with the **September 16, 2022** edition, for a total of 1 publications:

09/16/2022

Notice of Public Hearings
Affected Property: 7607 Raytown Road, Raytown, Missouri
Jackson County Parcel ID #
45-720-03-02-00-0-00-000

A public hearing to consider an application to change the zoning classification on the property located at 7607 Raytown Road from HC, Highway Commercial District, to NC, Neighborhood Commercial District, filed by Cleveland, Sr. and Carol Brown of Kansas City, Missouri, will be held by the Raytown Planning & Zoning Commission at 7:00pm on **Thursday, October 6, 2022**. The packet and agenda should be available for view on the City of Raytown website on Friday, September 30, 2022.


The Raytown Board of Aldermen will also hold a public hearing to consider this application for a change of zoning classification, tentatively scheduled for 7:00pm on **Tuesday, November 1, 2022**.

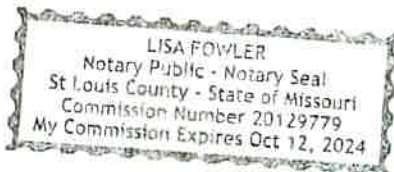
All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comment. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrfg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

12156261 Jackson Sep. 16, 2022

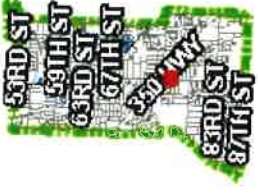

Subscribed & sworn before me this 19TH day of Sept, 2022
(SEAL)

Notary Public



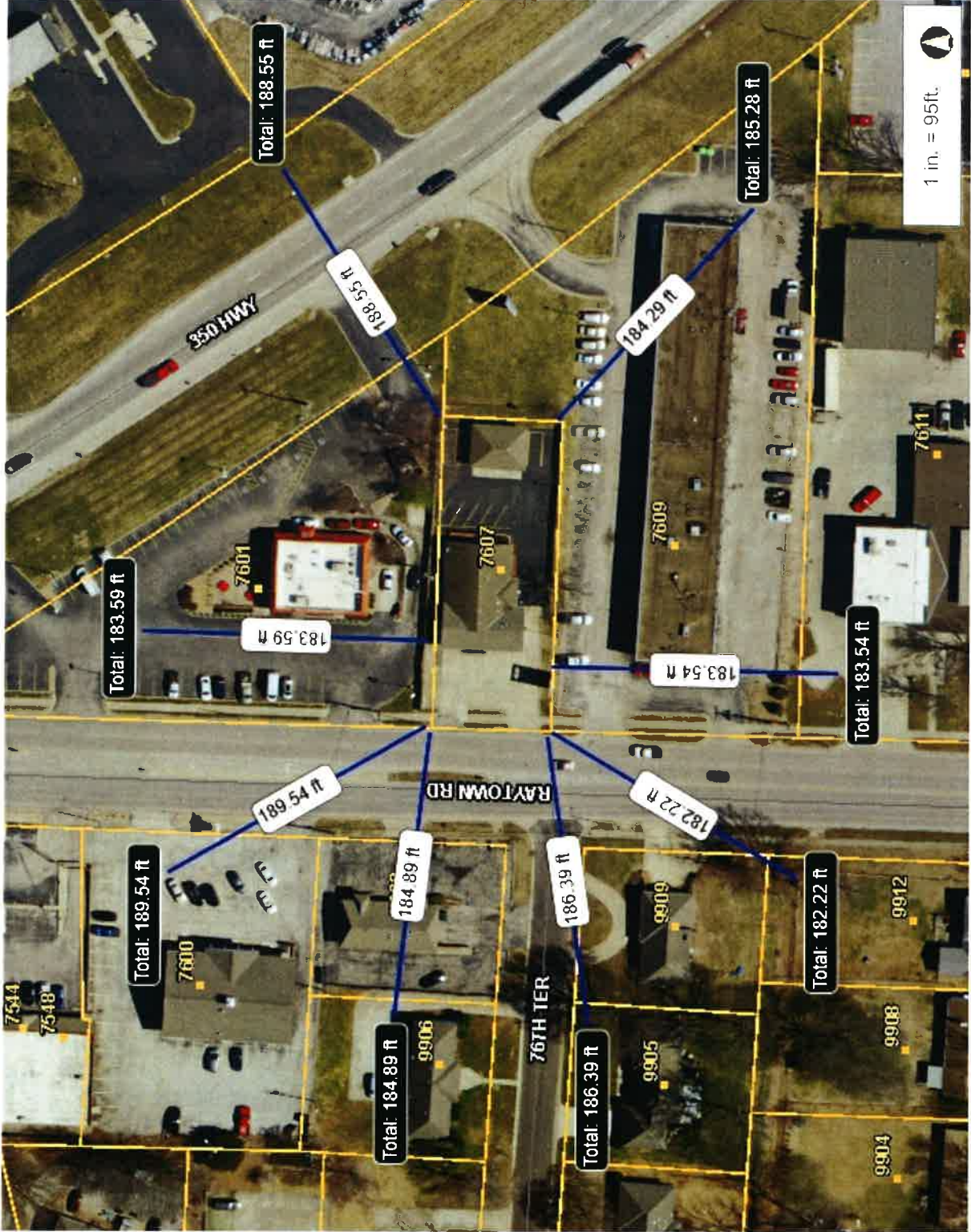
MAILING LIST FOR 7607 Raytown Rd Rezone Application, Case PC 2022-08 Carol Brown

OWNER	OWNER ADDRESS	TENANT	TENANT ADDRESS
Raytown Fire Protection District	7611 Raytown Rd., Raytown, MO 64138		
Liberty Tree Holdings	7608 Raytown Road, Raytown, MO 64138		
Caldwell Living Trust	637 NE Shoreline Dr., Lee's Summit, MO 64064		
Sammye Wandick	9905 E. 76 th Terr., Raytown, MO 64138		
Alfreda Boutell	9909 E. 76 th terr., Raytown, MO 64138		
9912 East 77 th LLC	10900 E. State Hwy 350, Raytown, MO 64138		
517 West 180 th Street LLC	307 E. 91 st St., Ste. 1E, New York, NY 10128		
7609 Raytown Road LLC	3113 S. University Dr. #600, Fort Worth, TX 76109		
KC Rental LLC	11954 Noland St., Overland Park, KS 66213		

Raytown, MO



- Legend**
- Road
 - Parcel
 - Address Point
 - City Limit



1 in. = 95ft.

Notes

189.4 94.70 189.4 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Raytown, MO



1 in. = 95ft.

189.4 0 94.70 189.4 Feet

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Legend

- Road
- Parcel
- Address Point
- City Limit

Notes



Community Development Department
10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6014
www.raytown.mo.us

September 13, 2022

Notice of Public Hearings

Affected Property: 7607 Raytown Road, Raytown, Missouri

Jackson County Parcel ID # 45-720-03-02-00-0-00-000

A public hearing to consider an application to change the zoning classification on the property located at 7607 Raytown Road from HC, Highway Commercial District, to NC, Neighborhood Commercial District, filed by Cleveland, Sr. and Carol Brown of Kansas City, Missouri, will be held by the Raytown Planning & Zoning Commission **at 7:00pm on Thursday, October 6, 2022.** The packet and agenda should be available for view on the City of Raytown website on Friday, September 30, 2022.

The Raytown Board of Aldermen will also hold a public hearing to consider this application for a change of zoning classification, tentatively scheduled for **7:00pm on Tuesday, November 1, 2022.**

All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E. 59th St. Raytown, MO 64133.

The public is invited to attend the public hearings to ask questions and provide comment. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by telephone at (816) 737-6059 or by e-mail at chrisg@raytown.mo.us.

If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable public hearing date.

REZONING

APPLICATION NUMBER

PC 2022-08 Carol Brown

FROM 9-21-22 TO 11-1-22

**PUBLIC HEARING AT CITY HALL
BEFORE THE RAYTOWN PLANNING COMMISSION ON**

Oct 6, 2022 @ 7:00 P.M.

CITY OF RAYTOWN, MISSOURI

Unauthorized Removal, Defacing, or Destruction of this

Sign Punishable by Law.



JACKSON COUNTY

Property Account Summary
As Of 8/19/2022 Status: Active

Account No.: 45-720-03-02-00-0-00-000 Alternate Property Number: 4599266
Account Type: Real Property
TCA: 022 Guest Property Account(s): 09797197D (Host is Primary)
Situs Address: 7607 RAYTOWN RD RAYTOWN MO 64138
Legal: MIL DAR ADD LOT 2

Parties:

Table with 2 columns: Role, Name & Address. Rows include Owner (BROWN CLEVELAND H SR & CAROL J) and Taxpayer (BROWN CLEVELAND H SR & CAROL J).

Property Values:

Table with 6 columns: Value Name, 2021, 2020, 2019, 2018, 2017. Rows include Market Value Total, Taxable Value Total, and Assessed Value Total.

Property Characteristics:

Table with 3 columns: Tax Year, Characteristic, Value. Row: 2021, Property Class, 1019.

Exemptions:

(End of Report)



**DEED OF TRUST
WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS
GOVERNED BY SECTION 443.055 RSMO**

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$200,000.00

MAXIMUM LIEN. The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$200,000.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.

THIS DEED OF TRUST is dated December 14, 2021, among CLEVELAND H. BROWN and CAROL J. BROWN, Husband and Wife ("Grantor"); Equity Bank, whose address is Kansas City Loans, 7035 College Blvd, Overland Park, KS 66211 ("Grantee", referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JEFF DULL, whose address is PO BOX 51, WINDSOR, MO 65360 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in JACKSON County, State of Missouri:

LOT 2, MIL-DAR ADD, A SUBDIVISION IN RAYTOWN, JACKSON COUNTY, MISSOURI.

The Real Property or its address is commonly known as **7607 RAYTOWN ROAD, RAYTOWN, MO 64138.**

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future obligations of Grantor to Lender and all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the

DEED OF TRUST (Continued)

Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber

DEED OF TRUST (Continued)

the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the

DEED OF TRUST (Continued)

date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real

DEED OF TRUST (Continued)

property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

TENANCY OF GRANTOR. By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and Trustee hereby lets to Grantor the Property until the indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled "Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part of the Property sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Deed of Trust.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Termination of Future Advances. Grantor's exercise of Grantor's rights under Mo. Rev. Stat. Section 443.055 (or any

DEED OF TRUST (Continued)

successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on future obligations.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue to the highest bidder for cash, at the customary place for foreclosure sales within JACKSON County, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under the deed of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in this Deed of Trust; third, to Lender, all remaining Indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured by this Deed of Trust, unless prohibited by law, Grantor hereby promises and agrees to pay any deficiency thereon on demand, with interest.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

DEED OF TRUST (Continued)

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of JACKSON County, State of Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current

DEED OF TRUST (Continued)

address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Missouri. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Kansas without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Kansas.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Johnson County, State of Kansas.

Joint and Several Liability. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Equity Bank, and its successors and assigns.

DEED OF TRUST (Continued)

Borrower. The word "Borrower" means CAROL J. BROWN and CLEVELAND H. BROWN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means CLEVELAND H. BROWN and CAROL J. BROWN .

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Equity Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 14, 2021, in the original principal amount of **\$200,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means JEFF DULL, whose address is PO BOX 51, WINDSOR, MO 65360 and any substitute or successor trustees.

WAIVE JURY. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEED OF TRUST
(Continued)

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Cleveland H. Brown
CLEVELAND H. BROWN SR

x Carol J. Brown
CAROL J. BROWN

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Missouri)
County of Jackson) SS
)

On this 14 day of Dec, 20 21, before me personally appeared CLEVELAND H. BROWN and CAROL J. BROWN, to me known to be the persons described in and who executed the foregoing Deed of Trust, and acknowledged that they executed the same as their free act and deed.

[Signature]
Notary Public [SEAL]

My Commission expires:
12/11/23

KRISTEN M CAPRANICA
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: December 11, 2023
Commission #11277542



PZ 2022-09

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: October 6, 2020

Re: Zoning Text Amendments to Chapter 50 Regarding Home-Based Businesses

TEXT AMENDMENTS SUMMARY

From time to time, changes to the existing Zoning Ordinance become necessary. The Ordinance was last amended in September, 2020 to address architectural analyses for certain types of high occupancy uses. These amendments involve bringing our Zoning Ordinance up to date with a recent change in Missouri State Law that impacts the operation and regulation of all no-impact home based business. House Bill 1662 Was signed by the Governor and became active on August 28, 2022, substantially impacting municipalities' ability to regulate home businesses within their jurisdictions. The principal test the state is now permitting for determining if a home-based business can be approved or not is the Determination of No-Impact. If a City cannot prove that there will be obvious and specific detrimental impacts to the community if the business were approved then it would have to be permitted to operate without hindrance as long as it stayed in compliance with the limited restrictions placed upon it.

Changes to Municipal Code Chapter 50 contained in this staff report:

1. **Section 50-4: Definitions**: Definitions related to No-Impact Home-Based Businesses are amended to fit the new regulations.
2. **Section 50-84**. Removal of entire Section under Board of Zoning Adjustment Powers, as there are no longer any home-based businesses that can be prohibited if they meet the No-Impact test.
3. **Section 50-107: Use Table**: Changes Use Table Category for "Home Occupations" to "No-Impact Home-Based Business". Also modifies Note 7 details contained in the Use Table Comments to set regulations and standards for such businesses.
4. **Section 50-127(9)**. Removal of entire Section related to Home Occupations.
5. **Section 50-300(3)**. Removal of entire Section related to Home Occupations.

Attachments:

- Notice of Public Hearing
- Proposed Zoning Ordinance Text Amendments
- Section 50-107 Use Table with Note (7)

EXHIBIT A

CHAPTER 50, ARTICLE I. – IN GENERAL

Sec. 50-4. – Definitions.

****The following Definitions are to be added or stricken in this Section in Alphabetical Order with the Existing Codified Definitions.**

Goods means any merchandise, equipment, products, supplies, or materials.

Home-Based Business (also includes the term *Home Occupation* where it may appear throughout this Chapter) means a home-based business operating in a residential dwelling that manufactures, provides, or sells goods or services and owned and operated by the owner or tenant of the residential dwelling in which the business is located. Such business use shall be clearly subordinate to the residential use of the dwelling unit and comply with all applicable standards contained in Section 50-107(b)(7).

~~*Home Occupation* means any occupation or business activity conducted for financial gain that results in a product or service and is conducted in whole or in part in the dwelling unit, and is clearly subordinate to the residential use of the dwelling unit.~~

No-Impact Home-Based Business means a home-based business that:

- (1) Is engaged in the sale of lawful goods and services;
- (2) Does not cause a substantial increase in traffic through the residential area;
- (3) The activities of the business are not visible from any public street;
- (4) Does not use any equipment that produces noise, light, odor, smoke, gas, or vibrations that can be seen, felt, heard, or smelled by a person of ordinary senses outside of the property boundary where the business is located; and
- (5) Does not sell any goods or services for which a health inspection would be required if the business were not located in a residence unless the owner or tenant provides written consent from the local Health Department with jurisdiction to inspect the business during normal business hours or at any other time that the business is operating.
- (6) Is operating in a residential dwelling that manufactures, provides, or sells goods or services inside the residential dwelling or in the yard that is owned and operated by the owner or tenant of the residential dwelling in which the business is located.
- (7) Does not exceed the occupancy limit of the dwelling unit. The total number of persons in the home, including residents, customers, clients, employees, and all others may not exceed the maximum occupancy of the residence at any time. This maximum

occupancy shall be posted in a conspicuous location inside the primary entrance to the dwelling hosting the Home-Based Business.

CHAPTER 50, ARTICLE III. –

~~Sec. 50-84. – Home occupation accessory use permit.~~

- ~~(a) — The board of zoning adjustment is authorized to issue a home occupation accessory use permit for all home occupations specifically prohibited as of right under these regulations. The board shall notify all property owners within an area determined by lines drawn parallel to and 185 feet distant from the boundaries of the property proposed for the permit.~~
- ~~(b) — The board of zoning adjustment may issue the permit if the proposed accessory home occupation use is compatible with the surrounding neighborhood. In reaching its determination, the board may add conditions on the following items, among others that the board feels are appropriate:
 - ~~(1) — Hours of operation.~~
 - ~~(2) — Signage.~~
 - ~~(3) — Employment of individuals who do not reside on the property.~~
 - ~~(4) — Outdoor storage.~~
 - ~~(5) — Need for an occupation license.~~
 - ~~(6) — Parking.~~
 - ~~(7) — Traffic.~~~~

CHAPTER 50, ARTICLE IV. – DISTRICTS AND DISTRICT MAP

Sec. 50-107. – Land Use Table.

(a) *Generally.* The following land use table identifies uses that are either permitted by right, require approval of a conditional use permit or are not allowed in each of the applicable districts. Many of the uses are defined in [section 50-4](#). Any uses that are not defined in [section 50-4](#) shall be given their common meaning.

(1) *Permitted (allowed by right).* Uses identified in a zoning district column of the Use Table with a "P" are "permitted by-right" and shall be permitted in such zoning district, subject to such special use regulations as may be indicated in the "conditions" column and all other requirements of this article.

(2) *Conditional uses.* Uses identified in a zoning district column of the Use Table with a "C" are "conditional uses" and shall be permitted in such zoning district if reviewed and approved in accordance with the standards of article V of this chapter. Conditional uses shall be subject to such special regulations as may be specified in article V of this chapter and all other requirements of the city Code.

(3) *Not permitted.* Uses not identified in a zoning district column of the Use Table as permitted by-right or by conditional use are not allowed in such zoning district unless otherwise expressly permitted by other regulations of the city Code.

(4) *Conditions.* A letter **number** in the "conditions" column of the Land Use Table refers to standards applicable to a particular use in one or more of the districts in which such use is allowed. The referenced regulations appear in subsection (b) of this section.

(b) *Land use conditions.* The following standards shall apply to permitted, conditional and accessory uses:

****NOTES (1) to (29) already codified** These proposed amendments ONLY replace the entire existing note #7 with new Note 7 language in red text to conform with recent changes to Missouri State Statutes.**

(7) Home occupations shall be subject to the following use standards:

a. Said use shall be conducted solely within the confines of the main dwelling and shall not exceed 25 percent of the floor area.

b. Garages or carports, whether attached or detached, shall only be used for the storage of automobiles related to the home occupation.

c. All materials, equipment and samples associated with such home occupation shall be stored completely within the dwelling.

d. No alterations or additions shall be made to a dwelling or accessory structure for business or commercial purposes which will alter the residential appearance of such dwelling.

e. There shall be no entrance or exit way specifically provided in the dwelling or on the premises for the conduct of the home occupation.

f. Permitted home occupations shall not include the employment of any persons not residing on the premises.

g. No traffic shall be generated by such home occupation between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met by off-street parking areas not located in a required front yard.

h. The home occupation shall not cause the elimination of required off-street parking.

i. No uses that create excessive illumination, noise, odor, dust, vibration, air pollution, water pollution or conflict with the use of adjacent property for residential uses are permitted.

j. A family day care home may be operated as a home occupation, subject to the following conditions:

1. The family day care must be operated by a person who resides in the single-family dwelling.

2. Care is provided to no more than five children not related to the day care provider, at any one time.
3. At least 500 square feet of contiguous, compact outside play area in the rear yard of the premises must be available for outside recreation of children.
4. Play area must be enclosed with a fence at least 60 inches in height.
5. An off-street, unobstructed, paved parking area for the pick up and drop off of participants must be provided.
6. Any body of water, natural or manmade, must be fenced and secured in accordance with this Code.
7. No family day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.

k. An adult day care may be operated as a home occupation, subject to the following conditions:

1. The adult day care must be operated by a person who resides in the single family dwelling.
2. Care is provided for no more than five adults at any one time. An adult day care participant, who is not mentally or physically capable of negotiating a normal path to safety, shall count as three persons. The city may request a statement from a physician that a participant is mentally and physically capable of negotiating a normal path to safety. When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
3. When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
4. Rear yard must be enclosed with a fence at least 60 inches in height.
5. An off-street, unobstructed, paved parking area for the pick up and drop off of adults must be provided.
6. No adult day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.

l. The following uses are specifically prohibited as home occupations:

1. Retail or wholesale sales;
2. Sales to the public on the premises not incidental thereto;
3. Equipment rental;
4. Sale of any parts;
5. Lawnmower, appliance equipment and machinery repair;
6. Automobile and other motor vehicle repair services and/or sales; and
7. Uses requiring the storage or use of highly flammable, toxic or other hazardous materials.

~~Specifically prohibited home occupations may receive a home occupancy accessory use permit from the board of zoning adjustment.~~

~~m. A home occupation permit shall be issued to the applicant, and the same shall not be transferable or assignable, nor shall it be contained on the subject property after the use shall have been discontinued or abandoned for a period of 60 days.~~

~~n. Home occupations established prior to the enactment of these regulations will continue to be subject to the zoning regulations in effect on the date that the home occupation was commenced. A home occupation permit subject to the provisions of these zoning regulations will be required after the discontinuance or abandonment of such a home occupation.~~

(7) Home-Based Business Restrictions and Limitations.

- a. Only No-Impact Home-Based Businesses are permitted to operate within the City Limits of Raytown. In order for the City to determine that the Home-Based Business is a No-Impact Home Based Business, the City requires the property owner or tenant to submit the information set forth in Chapter 10, Article XVIII, Home-Based Businesses. Upon review of the information, the City may issue a Home-Based Business Determination of No-Impact certificate if it is determined that the Home-Based Business is a No-Impact Home Based Business. Should the property owner or tenant believe that the Home-Based Business qualifies as a No-Impact Home-Based Business, the property owner or tenant may file an appeal with the Board of Zoning Adjustment challenging the City's determination of impact.
- b. A No-Impact Home-based business must be incidental and subordinate to the principal residential use of the premises. This provision shall not be interpreted as allowing an accessory building, accepted by the usual permitting process for any residential accessory building.
- c. The owner or operator of a No-Impact Home-Based Business must be an owner or tenant of the residence and must reside at the residence.
- d. The owner or operator of a No-Impact Home-Based Business may employ others to work in the Home-Based Business. The owner or operator of the No-Impact Home-Based Business may employ others to work in the Home-Based Business but total occupancy cannot exceed occupancy limit of the dwelling unit.
- e. The No-Impact Home-based Business may be partially conducted in a legally existing detached accessory building.
- f. No Impact Home Day Care and Adult Day Care Businesses shall follow all provisions in this section in addition to the following:
 1. Have a valid, current, license from the appropriate State of Missouri permitting agency for such type of facility that establishes the maximum

- number of persons under care at one time, not to exceed the occupancy rating of the dwelling unit.
- 2. Accessory Buildings may not be used as care facilities for Day Care or Adult Care Businesses.
- g. Outdoor storage of materials or equipment used in a No-Impact Home-Based business shall not be permitted anywhere on the property.
- h. Alterations to the exterior of the principal residential building shall not be made which will change the character of the residence.
- i. One unlighted wall sign, no larger than 6 square feet and mounted directly to the front façade of the dwelling near the principal entryway shall be permitted for a No-Impact Home-Based Business. Multiple such businesses do not earn an extra sign beyond the first one. Signs shall be properly maintained at all times.
- j. The owner or operator must provide adequate parking for the No-Impact Home-Based Business. Parking for the No-Impact Home-Based Business may include the entire driveway or garage of the residence or a paved parking area located behind the front plane of the residence. Adequate parking may also include parking on the street, if on street parking is permitted at this location, between the lot lines of, and on the same side of the street as, the No-Impact Home-Based Business. Blocking access to mailboxes, fire hydrants, and driveway entrances is not permitted. If the owner, operator, and/or family members of the owner or operator, employees, clients, or customers routinely park in other locations on the street(s) adjoining the residence, the business shall not be considered a No-Impact Home-Based Business. For the purposes of this section, the term 'routinely' shall mean more than twice in a given seven-day period.

CHAPTER 50, ARTICLE IV, DIVISION 2. – LOW DENSITY RESIDENTIAL DISTRICT

Sec. 50-127. - Use regulations.

The uses listed below shall be permitted in the Low-Density Residential District. No other building, land or premises shall be used, and no building or structure shall be hereafter erected or altered unless otherwise provided for in these zoning regulations.

****Use Categories (1) to (9) already codified** These proposed amendments ONLY remove the entire existing category #9 to conform with recent changes to Missouri State Statutes.**

- ~~(9) — Home occupations, subject to the following use standards:~~
 - ~~a. — Said use shall be conducted solely within the confines of the main dwelling and shall not exceed 25 percent of the floor area.~~

- b. — Garages or carports, whether attached or detached, shall only be used for the storage of automobiles related to the home occupation.
- c. — All materials, equipment and samples associated with such home occupation shall be stored completely within the dwelling.
- d. — No alterations or additions shall be made to a dwelling or accessory structure for business or commercial purposes which will alter the residential appearance of such dwelling.
- e. — There shall be no entrance or exit way specifically provided in the dwelling or on the premises for the conduct of the home occupation.
- f. — Permitted home occupations shall not include the employment of any persons not residing on the premises.
- g. — No traffic shall be generated by such home occupation between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met by off-street parking areas not located in a required front yard.
- h. — The home occupation shall not cause the elimination of required off-street parking.
- i. — No uses that create excessive illumination, noise, odor, dust, vibration, air pollution, water pollution or conflict with the use of adjacent property for residential uses are permitted.
- j. — A family day care home may be operated as a home occupation, subject to the following conditions:
 - 1. — The family day care must be operated by a person who resides in the single-family dwelling.
 - 2. — Care is provided to no more than five children not related to the day care provider, at any one time.
 - 3. — At least 500 square feet of contiguous, compact outside play area in the rear yard of the premises must be available for outside recreation of children.
 - 4. — Play area must be enclosed with a fence at least 60 inches in height.
 - 5. — An off-street, unobstructed, paved parking area for the pick-up and drop-off of participants must be provided.
 - 6. — Any body of water, natural or manmade, must be fenced and secured in accordance with this Code.
 - 7. — No family day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.

- k. — An adult day care may be operated as a home occupation, subject to the following conditions:
1. — The adult day care must be operated by a person who resides in the single-family dwelling.
 2. — Care is provided for no more than five adults at any one time. An adult day care participant, who is not mentally or physically capable of negotiating a normal path to safety, shall count as three persons. The city may request a statement from a physician that a participant is mentally and physically capable of negotiating a normal path to safety. When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
 3. — When assistive devices or aids are necessary for an adult day care participant to negotiate a normal path to safety, the adult day care shall be handicap accessible.
 4. — The rear yard must be enclosed with a fence at least 60 inches in height.
 5. — An off-street, unobstructed, paved parking area for the pick-up and drop-off of adults must be provided.
 6. — No adult day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.
- l. — The following uses are specifically prohibited as home occupations: retail or wholesale sales; sales to the public on the premises not incidental thereto; equipment rental; sale of any parts; lawnmower, appliance equipment and machinery repair; automobile and other motor vehicle repair services and/or sales; and uses requiring the storage or use of highly flammable, toxic or other hazardous materials. Specifically prohibited home occupations may receive a home occupancy accessory use permit from the board of zoning adjustment.
- m. — A home occupation permit shall be issued to the applicant, and the same shall not be transferable or assignable, nor shall it be contained on the subject property after the use shall have been discontinued or abandoned for a period of 60 days.
- n. — Home occupations established prior to the enactment of these regulations will continue to be subject to the zoning regulations in effect on the date that the home occupation was commenced. A home occupation permit subject to the provisions of these zoning regulations will be required after the discontinuance or abandonment of such a home occupation.

CHAPTER 50, ARTICLE IV, DIVISION 12. – HOUSING OPPORTUNITY RESIDENTIAL OVERLAY DISTRICT

Sec. 50-300. - Use regulations.

The uses listed below shall be permitted in the Housing Opportunity Residential Overlay District. No other building, land, or premises shall be used, and no building or structure shall be hereafter erected or altered unless otherwise provided for in these zoning regulations.

*****Use Categories (1) to (3) already codified** These proposed amendments ONLY remove the entire existing category #3 to conform with recent changes to Missouri State Statutes.***

- ~~(3) — Home occupations subject to the following use standards:~~
- ~~a. — Said use shall be conducted solely within the confines of the main dwelling and shall not exceed 25 percent of the floor area.~~
 - ~~b. — Garages or carports, whether attached or detached, shall only be used for the storage of automobiles related to the home occupation.~~
 - ~~c. — All materials, equipment and samples associated with such home occupation shall be stored completely within the dwelling.~~
 - ~~d. — No alterations or additions shall be made to a dwelling or accessory structure for business or commercial purposes as will alter the residential appearance of such dwelling.~~
 - ~~e. — There shall be no entrance or exit way specifically provided in the dwelling or on the premises for the conduct of the home occupation.~~
 - ~~f. — Permitted home occupations shall not include the employment of any persons not residing on the premises.~~
 - ~~g. — No traffic shall be generated by such home occupation between the hours of 10:00 p.m. and 6:00 a.m. in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.~~
 - ~~h. — The home occupation shall not cause the elimination of required off-street parking.~~
 - ~~i. — No uses that create excessive illumination, noise, odor, dust, vibration, air pollution, water pollution or conflict with the use of adjacent property for residential uses are permitted.~~
 - ~~j. — When child care is operated as a home occupation, it shall be limited to five children, not including the resident's own children under the age of 12.~~
 - ~~k. — When elder care is operated as a home occupation, it shall be limited to five individuals at any one time.~~

- l. ~~The following uses are specifically prohibited as home occupations: retail or wholesale sales; sales to the public on the premises not incidental thereto; equipment rental; sale of any parts; lawnmower, appliance, equipment and machinery repair; automobile and other motor vehicle repair services and/or sales; and uses requiring the storage or use of highly flammable, toxic or other hazardous materials. Specifically prohibited home occupations may receive a home occupancy accessory use permit from the board of zoning adjustment.~~
- m. ~~A home occupation permit shall be issued to the applicant, and the same shall not be transferable or assignable, nor shall it be contained on the subject property after the use shall have been discontinued or abandoned for a period of 60 days.~~

