

**CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
AGENDA**

**Raytown City Hall
Board of Aldermen Meeting Chambers
10000 East 59th Street
Raytown, Missouri 64133
July 6, 2023
7:00 pm**

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

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

3. Approval of Minutes – June 1, 2023, Regular Meeting Minutes

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

4. Public Discussion (Regarding matters not on this agenda only)

5. Old Business: None.

6. New Business

A. Case No.: PZ 2023-05

Applicant: Bankers Security Safe & Vault Co.

Reason: Conditional Use Permit Approval for Outdoor Storage of Materials to be Located at 9913 E. 56th Street in an M, Manufacturing, District.

- 1. Introduction of Application by Chair.
- 2. Explanation of any ex parte' 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 and PowerPoint Presentation

5. Introduction of Applicant(s) by Staff
6. Presentation of Application by Applicant
7. Enter Relevant Applicant's Exhibits into Record as Necessary
8. Application Analysis by Staff and Review of PowerPoint Presentation
9. Request for Public Comment by Chairman
10. Additional Staff Comments and Recommendation
11. Commission Discussion
12. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Board Discussion
 - d. Vote

B. Case No.: PZ 2023-06

Applicant: William Jack of Anchored Up

Reason: Conditional Use Permit Approval for Boat Sales to be Located at 11900 E. 350 Hwy. in an M, Manufacturing, District.

1. Introduction of Application by Chair.
2. Explanation of any ex parte' 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:
 - c. Staff report
 - d. Application Supporting Documents and PowerPoint Presentation
5. Introduction of Applicant(s) by Staff
6. Presentation of Application by Applicant
7. Enter Relevant Applicant's Exhibits into Record as Necessary
8. Application Analysis by Staff and Review of PowerPoint Presentation
9. Request for Public Comment by Chairman
10. Additional Staff Comments and Recommendation
11. Commission Discussion
12. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Board Discussion
 - d. Vote

7. Other Business: None.

8. Set Future Meeting Date – August 3, 2023, Regular Meeting has been Cancelled so Next Regular Meeting is Scheduled for Thursday, September 7, 2023, at 7:00 PM.

9. Adjourn

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
REGULAR MEETING
MINUTES

June 1, 2023
7:00 pm
Council Meeting Chambers

1. Welcome by Chairman Wilson

Vice Chairman Frazier called the meeting to order at 7:00 PM. The sign in sheet from the meeting is attached to the back of these minutes.

2. Call meeting to order and Roll Call.

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

3. Approval of Minutes:

Minutes of the May 11, 2023, Regular Meeting were amended by changing Ms. Stock to Ms. Emerson on item No.8 and were approved 6-0 upon motion by Ms. Stock and second by Ms. Thurman.

4. Public Discussion: None.

5. Old Business:

A. Case No.: PZ 2023-03:

Applicant: City of Raytown

Reason: Amending Chapter 50, Article 12, of the Raytown Municipal Code to Conform to New State of Missouri Regulations Issued Following Voter Approval of a Constitutional Amendment Approving Recreational Marijuana on November 8, 2022.

1. Introduction of Application by Chairman.

Vice-Chairman Frazier opened the hearing and introduced the application.

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

No commissioners reported ex parte communication in relation to this application.

3. Enter Relevant Exhibits into the Record.

Chris Gilbert entered Missouri Dept. of Health and Senior Services (DHS) Proposed New Rule under 19 CSR 100 into the record as Obtained from its website with an Estimated Effective date of July 30, 2023. This document is large in size and is not attached to these minutes but can be freely downloaded from the DHS website. Other documents entered into the record by staff include the power point presentation, staff report, and supporting documents.

4. Staff Presentation of the Application.

Chris Gilbert, Planning & Zoning Coordinator, provided the staff report, and reviewed the proposed text amendments.

5. Public Comments on Application.

No person from the public spoke during this hearing.

6. Commission Discussion.

The commissioners asked questions of staff which were answered.

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

Ms. Thurman motioned and Mr. Jean-Paul seconded to recommend approval of the proposed text amendments to the Board of Aldermen.

VOTE: Motion passed 6-0. Case proceeds to Board of Aldermen on July 11, 2023.

6. New Business:

A. Case No.: PZ 2023-04:

Applicant: Eduardo Ruiz, Ruiz and Sons

Reason: Conditional Use Permit Approval for Car Wash to be Located at 5318 Raytown Road in an NC, Neighborhood Commercial, District

1. Introduction of Application by Chairman.

Vice-Chairman Frazier opened the hearing and introduced the application.

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

No commissioners reported ex parte communication in relation to this application.

3. Enter Relevant Exhibits into the Record.

The applicant entered a series of color photos taken of the property into the record showing the condition of the property and the extent to which they went to get it back into serviceable condition. Other documents that were entered by staff include the power point presentation, staff report, and supporting documents.

4. Applicant Presentation of Application.

The applicant explained the scope of the application to fix the property back up and use it as its original car wash use.

5. Staff Presentation of the Application.

Chris Gilbert, Planning & Zoning Coordinator, provided the staff report, providing the background of the request, use intentions for the property, analysis of the application, and recommendation to approve with specific conditions contained in the staff report.

6. Public Comments on Application.

No person from the public spoke on this application.

7. Commission Discussion.

The commissioners asked questions of staff and the applicant which were answered.

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

Mr. Jean-Paul motioned, and Mr. Sneddon seconded, to recommend approval of the application to the Board of Aldermen.

VOTE: Motion passed 6-0. Case proceeds to the Board of Aldermen on July 11, 2023.

7. Other Business- None

8. Set Future Meeting Date – Next scheduled meeting date is July 6, 2023.

9. Meeting was Adjourned at 7:48 PM by acclamation.













LINES POSA





PZ 2023-05

To: City of Raytown Planning and Zoning Commission
From: Chris Gilbert, Planning & Zoning Coordinator
Date: July 6, 2023
Re: Application for Conditional Use Permit for Outdoor Storage Use

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Mark Thatcher of Bankers Security Safe and Vault Company
Property Owner: Bankers Security Safe and Vault Company
Property Location: 9913 E. 56th Street
Request: Conditional Use Permit approval for "Outdoor Storage" Use
Zoning: M, Manufacturing District

The applicant, Mark Thatcher of Bankers Security Safe and Vault Company, is requesting Conditional Use Permit (CUP) approval for an "Outdoor Storage" use in the form of a large gravel surfaced material storage area behind an existing building, which is used as a warehouse, in an M, Manufacturing, zoning district. Per the city's land use table, outdoor storage yards can only be conditionally approved in this zoning district. Factors such as screening, surfacing, access and drainage off such storage areas needs to be reviewed to protect both the integrity of the Manufacturing District and the property interest of adjacent owners, in this case including residentially zoned properties.

BACKGROUND

SITE DESCRIPTION AND PRESENT USE

The site upon which this application is located was originally constructed as a religious school in 1963 and continued to be owned by a religious organization until the neighboring Bankers Security Safe & Vault Company, the applicant, acquired the property in 2020 for warehousing of vault panels. The site is over 5 acres in size, mostly flat ground in the north and east quadrants but drops off steeply to the south and west as shown on the attached site plan. Site photos are also attached to this staff report following the recommendations. During the growing season, as shown on the attached photos, an almost impenetrable landscape screen exists on the east and south sides of the property to the point that the adjacent residential structures cannot be seen from the proposed storage area. The present use of the building on the property is as a vault panel storage indoor warehouse. There are no employees on site, with the owner's office being next door to the west at 9909 E. 56th Street.

Property's Zoning Classification	Manufacturing (M)
Surrounding Properties' Zoning	Manufacturing (M), Conservancy (C), Low Density Residential (R-1)
Surrounding Overlay	None
Surrounding Land Use	Manufacturing, Office, Contractor's Shops, Warehousing, Single Family Residential
Designated Future Land Use	Public/Semi-Public
Ward	3
Approximate Land Area	5.29 Acres
Roadway Classification	Collector

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The subject property is surrounded by industrial/office, warehousing, and contractor's shop uses to the north and west, with single family residential uses to the east and south.

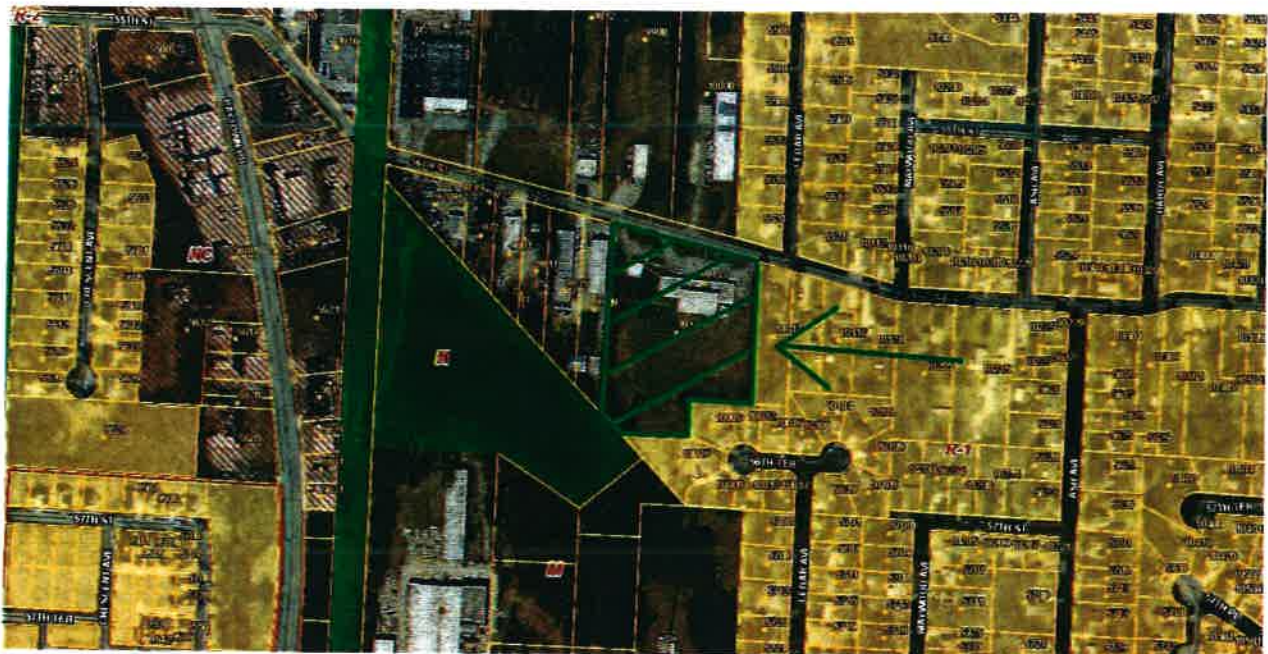


Figure 2 – Surrounding Zoning and Location Map

HISTORY

The site upon which this application is located was originally constructed as a 7th Day Adventist Church School in 1963. The activity continued until 2007, when the 7th Day Adventists constructed a new church and relocated to it leaving this property vacant. In 2010, the Damascus Road Shield of Faith applied for a CUP to continue operations as a religious school. In 2015, the Damascus Road Church permitted the building to be occupied by Soccer City, which made some improvements and survived for a brief time but no business license entries appear in the City records for this use. The neighboring Bankers Security Safe & Vault Company, the applicant, acquired the property in 2020 for warehousing of vault panels.



PUBLIC COMMENTS

The public notice was published in *The Daily Record* on June 16, 2023. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on June 22, 2023, and no persons showed up for the meeting. To date, the Community Development Department has received no calls or written emails or letters regarding this application.

ANALYSIS

Evaluating an application for a conditional use permit requires consideration to be given by the City to the health, safety, morals, comfort and general welfare of the inhabitants of the City, including but not limited to, the following factors:

1. Stability and integrity of the various zoning districts

The subject parcel is zoned M, Manufacturing. While this zoning district is designed primarily to accommodate warehousing/office and manufacturing uses, outdoor storage activities are a significant part of industrial activities, accommodating business vehicle and truck parking areas, product storage areas, and bulk material storage needed by these types of uses. The applicant in this case is no different as it installs safe and vault panels for banks and other types of institutions that take up a lot of space. The number of such panels can be very large at times and require outdoor storage. This is entirely consistent with the Manufacturing District activities.

2. Conservation of property values

No negative change to neighboring property values is expected. Requirements are being added as conditions of approval to mitigate any expected concerns with this use of the property.

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project as it is all outdoors and the stored materials are not typically flammable being vault panels. The existing old school building adjacent to the storage area is not occupied and is used for interior warehousing and storage of bank vault panels. The owner is working with the Raytown Fire Protection District to make improvements to this structure. Any security gates will require coordination with the Raytown Fire Protection District prior to installation to ensure access in emergencies.

4. Observation of general police regulations

The proposed outdoor storage area is not anticipated to violate any general police regulations. The activity is all contained on the site. Anytime any product type is left unprotected overnight, there is the possibility that vandalism and theft can occur, but this true of any business and its products. Basic security measures including appropriately shielded lighting and cameras can assist in reducing the risk of these types of crimes.

5. Prevention of traffic congestion

The proposed outdoor storage area will not appreciably increase traffic congestion on 56th Street above what exists now based upon the very few truckloads of materials that will come and go from the site over a month's time delivering vault panels and removing them for a project.



Staff Report

Community Development
Planning and Development Services

6. Promotion of traffic safety and the orderly parking of motor vehicles

The proposed outdoor storage area should not appreciably impact traffic safety or parking as the number of trucks in and out of the property will be small and there are no employees on site, hence no parking is necessary.

7. Promotion of the safety of individuals and property

The proposed outdoor storage area will not affect the safety of individuals or property just by its base use if all activities upon it are conducted in a safe manner.

8. Provision for adequate light and air

The proposed outdoor storage area will not significantly affect the air quality of the area above what is normal in the area and should have minor additional impacts on neighboring properties.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed outdoor storage area will be consistent with intensity of uses on nearby industrial properties and, when combined with the existing development on the site, only occupy under 3 acres of the 5.3-acre site.

10. Provision for public utilities and schools

The proposed outdoor storage area will not affect any public utilities or schools. The existing structures are already connected to utility services.

11. Invasion by inappropriate uses

Outdoor storage areas for product storage is a very normal activity in industrial zoned areas, which this property is located within, thus cannot be classified as an inappropriate use.

12. Value, type and character of existing or authorized improvements and land uses

The property on which the outdoor storage area is proposed is partly developed with buildings and other improvements. Staff has provided recommended conditions of approval to ensure compliance with existing code standards.

13. Encouragement of improvements and land uses in keeping with overall planning

Staff has no concerns regarding the proposed business adhering to overall planning principles if the recommended conditions of approval are adopted and followed by the applicant. This use of the property is wholly consistent with the existing zoning of the property.

14. Provision for orderly and proper renewal, development and growth

Outdoor storage areas for product storage is a very normal activity in industrial zoned areas, which this property is located within, and thus will contribute to the orderly and proper development and growth of Raytown's largest Manufacturing District.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2023-05 – Conditional Use Permit for an Outdoor Storage Area for Bankers Security Safe and Vault Co., to be located behind the existing structure at 9913 E. 56th Street in an M, Manufacturing District, with the following recommended conditions of approval:



Staff Report

Community Development
Planning and Development Services

The following conditions are required to be met on an ongoing basis:

1. The surface material of the outdoor storage area and access drive shall be maintained in good condition at all times. The asphalt access drive extension shown on the site plan on the east side of the existing principal building shall be installed with the appropriate thickness required to support the weight of the vehicles that will access the storage yard.
2. Ensure the building exterior of the old school building, now a warehouse, is maintained in reasonable condition at all times, including paint, doors, windows, and facade.
3. Ensure the outdoor storage area is maintained in good condition at all times including trimming of weeds and grass. All junk, trash, and debris that collects on the property to be removed regularly and not permitted to remain and pile up.
4. Any additional outdoor storage area lighting installed for security purposes shall be fully shielded and not cast light onto neighboring properties.
5. All future signage for the 9913 E. 56th Street location shall be issued under separate permit process and shall meet Municipal Code requirements.
6. The attached memo from City Engineer requests the gravel area to be properly edged with a durable material edging to prevent gravel "spread" beyond the boundaries shown on the site plan. Submit material sample to City Engineer for approval.
7. A 6-foot wood or vinyl screening fence to be installed on the storage yard side of the existing natural landscape screen along the east side of the property. This fence shall run from a point 50 feet south of the north property line for a distance of 280 feet and not cause to be removed the existing natural landscaping.
8. A 6-foot wood or vinyl screening fence to be installed across the east side access drive to the outdoor storage area to screen it from view of 56th Street. Any security features added to restrict access to be addressed with the Raytown Fire Protection District prior to installation.

General Conditions of Approval:

9. The Conditional Use Permit shall be issued only to the applicant, Mark Thatcher of Bankers Security Safe and Vault Company, and is not transferable. Any new business acquiring the vehicle sales operation from the applicant shall apply for and obtain its own Conditional Use Permit.
10. The property should not be used until the Commercial Use Permit and a Business License to operate are issued. This does not apply to the current warehousing use of the principal structure nor affect any temporary agreements between the applicant and staff.
11. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

Entrance Drive Looking South



View of Storage Area Looking West



View of South Side of Property from Storage Area – Note Heavy Landscape Screen



View of East Side of Property From Storage Area – Note Heavy Landscape Screen





Public Works Department

10000 East 59th Street
Raytown, Missouri 64133
(816) 737-6012
www.raytown.mo.us



To: Community Development Dept.
From: Public Works Department
Date: June 29, 2023
Re: Site Improvement Plan for 9933 E. 56th Street

All Public Works requirements have been met, and the Site Improvement Plan dated 4-21-2023 is approved.

- Will the proposed gravel storage lot be required to have a border, to keep the gravel lot separate from the lawn area?
- The stormwater notes are accepted.

If you have any questions, please call me at 816-737-6012 or e-mail jasonh@raytown.mo.us.

Sincerely,

A handwritten signature in blue ink that reads "Jason M. Hanson".

Jason M. Hanson
City Engineer



Community Development Department
 Planning and Zoning Division
 10000 E 59th Street • Raytown, MO 64133
 Phone: 816-737-6014 • Fax: 816-737-6164

CONDITIONAL USE PERMIT APPLICATION

1. Location 9913 E 56th Street
2. Property Owner (Printed, as appears on deed) Bankers Security Safe + Vault, Inc.
 Address 9909 E 56th Street, Raytown, Mo 64133
 Phone 816 358 0883 Email mthatcher@bankerssecurity.com
 Property Owner (Signature) [Signature]
3. Applicant/Agent _____
 Phone 816-358-0883 Email MARK@BANKERSSECURITY
 Applicant/Agent (Signature) _____
4. The property's current use/purpose is: STORAGE
5. The property's current zoning classification is: M
6. The proposed use/purpose of the property is: STORAGE
7. The proposed conditional use will be in keeping with the character of the neighborhood because:
EVERYTHING WILL BE INSIDE OR BEHIND BUILDING.
8. The proposed use will be consistent with the uses and zoning on nearby parcels because:
SEE # 7
9. Prior to submitting this application, the property has been vacant for:
N/A



Community Development Department
 Planning and Zoning Division
 10000 E 59th Street • Raytown, MO 64133
 Phone: 816-737-6014 • Fax: 816-737-6164

10. This property is more suited for the proposed use than its current use(s) because:

WOULD REQUIRE SUBSTANTIAL IMPROVEMENTS

11. The proposed conditional use could have the following detrimental effects on nearby parcels:

NONE

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

NO ROOM FOR EQUIPMENT

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

N/A

14. Additional comments:

15. Filing Fee payable to the City of Raytown, for \$450.00 (cash, check or credit card).

16. Signature - Property Owner or Legal Agent

[Handwritten Signature] *CR*

17. Signature - Applicant or Legal Agent

[Handwritten Signature] *CR*

MAILING LIST FOR 9913 E. 56th STREET CUP – BANKERS SECURITY

OWNER	OWNER ADDRESS	OWNER	OWNER ADDRESS
Liberty Ridge II LLC	9723 E. 56 th Street, Raytown, MO 64133		
Zahnors Property LLC	40 W. Concord Ave., Kansas City, MO 64112		
Dyers Investments LLC	7511 E. 99 th Street, Kansas City, MO 64134		
Elite Valley Properties LLC	9616 E. 55 th Street, Raytown, MO 64133		
Robert Throckmorton – Trustee	5520 Cedar, Raytown, MO 64133		
Daniel & Caroline Reneau	5516 Cedar, Raytown, MO 64133		
Edwin Whitaker	5517 Cedar, Raytown, MO 64133		
Pauline McIlvan & Delana Delameter	10113 E. 56 th Street, Raytown, MO 64133		
Mildred White	10017 E. 56 th Street, Raytown, MO 64133		
Beth Kurzava	10104 E. 56 th Terrace, Raytown, MO 64133		
Richard & Teresa Spinski	10100 E. 56 th Terrace, Raytown, MO 64133		
Audrey Calovich	10016 E. 56 th Terrace, Raytown, MO 64133		
Adam & Jenise Wilmes	10012 E. 56 th Terrace, Raytown, MO 64133		
Pilar Benitez-Garcia	10008 E. 56 th Terrace, Raytown, MO 64133		
Scott & Denise Middendorf	10005 E. 56 th Terrace, Raytown, MO 64133		
JoAnn Trotter	4525 Normandy Way, Grand Prairie, TX 75052		
David & Twyla Fauntleroy	10013 E. 56 th Terrace, Raytown, MO 64133		

June 13, 2023

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing an application for a Conditional Use Permit for an "Outdoor Storage" use, filed by the property owner, Mark Thatcher of Bankers Security Safe & Vault Company, to be located on an M, Manufacturing District-zoned property addressed as 9913 E. 56th Street in Raytown, Missouri. The applicant intends to place an outside storage area behind the existing building to accommodate excess vault panels. As a nearby owner or tenant, you are entitled to appear and provide comment at any of the public hearings on this matter or to provide written comment.

The applicant will be holding a neighborhood information meeting in the City Council Chambers at 3:00 PM on Thursday, June 22, 2023, to which you are invited to discuss the application directly with them. City staff will not be present at this time. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00 PM on Thursday, July 6, 2023.** The full packet and agenda should be available for view on the City of Raytown website on Wednesday, June 30, 2023.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00 PM on Tuesday, August 1, 2023.**

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 regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone 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.





Raytown, MO

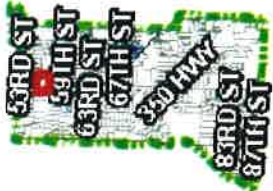


1 in. = 189ft.



Legend

-  Road
-  Parcel
-  Address Point
-  City Limit



Notes

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





ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

09/04/2019 1:53 PM

FEE: \$57.00 13 PGS

INSTRUMENT NUMBER

2019E0070104

State of Missouri

Space Above This Line For Recording Data

REAL ESTATE DEED OF TRUST

(With Future Advance Clause)

Full Legal Description located on page 13

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is 08-30-2019 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR:

**BANKERS SECURITY SAFE & VAULT, INC., A MISSOURI CORPORATION
9909 E 56TH ST
RAYTOWN, MO 64133**

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures, addresses and acknowledgments. The Addendum is on page(s).....

TRUSTEE:

**KEITH HICKLIN
2300 HIGGINS ROAD
PLATTE CITY, MO 64079**

LENDER/GRANTEE:

**PLATTE VALLEY BANK OF MISSOURI
Organized and existing under the laws of the state of Missouri
2400 NW PRAIRIE VIEW ROAD
PLATTE CITY, MO 64079**

Alpha 3519115872

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, sells and conveys to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

The property is located in JACKSON at 9913 & 9933 E 56TH ST
(County)
RAYTOWN, Missouri 64133
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 292,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (*When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.*)

A PROMISSORY NOTE DATED AUGUST 30, 2019 IN THE AMOUNT OF \$292,000.00 EXECUTED BY BANKERS SECURITY SAFE & VAULT, INC.

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument

will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. **TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. A beneficial interest in Grantor is sold or transferred.
 - B. There is a change in either the identity or number of members of a partnership or similar entity.
 - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
 - A. Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor

- has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
- B. The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
- 13. USE OF PROPERTY AND RELATED INDEMNIFICATION.** Grantor shall not use or occupy the property subject to this Security Instrument in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Grantor becomes aware of such a violation, Grantor shall take all actions allowed by law to terminate the violating activity. In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Deed of Trust/Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Grantor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Grantor. Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.
- 14. AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

- 15. ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably assigns, grants, bargains and conveys to Lender as additional security all the right, title and interest in the following (Property).
- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
 - B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. Unless otherwise prohibited or prescribed by state law, Grantor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Grantor agrees that actual possession of the Property is deemed to occur when Lender notifies Grantor of Grantor's default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Grantor the notice of default, Grantor agrees that either Lender or Grantor may immediately notify the tenants and demand that all future Rents be paid directly to Lender.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 16. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

17. **DEFAULT.** Grantor will be in default if any of the following occur:
- A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Default shall also exist if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, as provided by 7 CFR Part 12.
18. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.
- At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.
- If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.
- Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.
- All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
19. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred

by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

- 20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

- J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 21. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 22. INSURANCE.** Grantor agrees to maintain insurance as follows:
- A. Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.
- Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 23. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

24. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
25. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
26. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by Mo. Rev. Stat. § 443.055 and the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
27. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
28. **LEASE OF THE PROPERTY.** Trustee hereby leases the Property to Grantor until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Grantor, and every person claiming an interest in or possessing the property or any part of it, shall pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.
29. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
30. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
31. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.

- Crops; Timber; Minerals; Rents, Issues and Profits.** Grantor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property"). Lender may file a financing statement signed by Lender instead of Grantor with appropriate public officials.
- Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices. Lender may file a financing statement signed by Lender instead of Grantor with appropriate public officials.
- Filing As Financing Statement.** Grantor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

32. OTHER TERMS.

- Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Grantor) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

BANKERS SECURITY SAFE & VAULT, INC.


MARK A. THATCHER, SR., PRESIDENT

8.30.19
Date
(Seal)

Date
(Seal)

Date
(Seal)

Date
(Seal)

Refer to the attached *Signature Addendum* for additional parties and signatures.

ACKNOWLEDGMENT:

(Grantor
Acknowledg-
ment)

STATE OF Missouri County OF Jackson } ss.
On this 30th day of August, 2019, before me appeared MARK A.
THATCHER, SR.

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed.

to me personally known, who, being by me duly sworn did say that s/he is the Mark A. Thatcher Sr. - President (Title(s)) of Bankers Security Safe Vault Inc. (Name of Business or Entity) and that the seal affixed to foregoing instrument is the corporate seal of said corporation or association, and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said acknowledged said instrument to be the free act and deed of said corporation or association.

to me personally known, who, being by me duly sworn did say that s/he is the PRESIDENT..... (Title(s)) of BANKERS SECURITY SAFE & VAULT, INC. (Name of Business or Entity) and that said instrument was signed and sealed in behalf of said corporation or association by authority of its board of directors or trustees, and said MARK A. THATCHER, SR. acknowledged said instrument to be the free act and deed of said corporation or association and that said corporation or association has no corporate seal.

My commission expires:


(Notary Public)

JEFFREY W. HAYWOOD
Notary Public-Notary Seal
STATE OF MISSOURI
County of Jackson
My Commission Expires: 7-13-2023
Commission #15387329

That part of the Northeast 1/4 of the Southeast 1/4 of Section 32 and the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 49, Range 32, Raytown, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 33, thence East along the South line of said 1/4 1/4 Section 281 feet; thence North 727.3 feet; thence North 77 degrees West 288.2 feet to a point on the West line of said 1/4 Section, 788.3 feet North of the place of beginning; thence North 77 degrees West 267 feet; thence South 585.8 feet; thence South 45 degrees East 370.6 feet to the beginning. EXCEPT that part conveyed to Mildred E. Neely by Warranty Deed recorded April 20, 1956, as Document No. 513739 in Book 764 at Page 555.

ALSO EXCEPT that part described as follows: All that part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 49, Range 32, Raytown, Jackson County, Missouri, described as follows: Beginning at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 33; thence East along the South line of said 1/4 1/4 Section 590.7 feet; thence North and parallel with the West line of said 1/4 1/4 Section 351.8 feet; thence West and parallel with the South line of said 1/4 1/4 Section 309.7 feet; thence South and parallel with the West line of said 1/4 1/4 Section 41.9 feet; thence West and parallel with the West line of said 1/4 1/4 Section 281.0 feet to the West line of said 1/4 1/4 Section; thence South along the West line of said 1/4 1/4 Section 309.9 feet to the Point of Beginning.

ALSO EXCEPT that part described as follows: Beginning at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 49, Range 32; Raytown, Jackson County, Missouri; thence North 45 degrees 00 minutes West 286.5 feet more or less; thence East and parallel with the South line of said 1/4 1/4 South 202.50 feet to a point on the East line of said 1/4 1/4 Section, said point being the same as the Northwest corner of Lot 10, CEDAR MEADOWS, a subdivision in Raytown, Jackson County, Missouri, thence South along the East line of said 1/4 1/4 Section, 204.21 feet to the Point of Beginning.





Official Receipt

Jackson County, MO

2022 Property Tax

Paid December 14th, 2022

Receipt Details

Receipt Number
13377541

Amount Applied
\$7,980.89

Payer Name
BANKERS SECURITY SAFE & VAULT INC

Tender Type
ACH

Payer Address
9913 E 56TH ST
RAYTOWN, MO 64133

Real Property

Property Account Number 32-730-16-17-01-0-00-000

Name
BANKERS SECURITY SAFE & VAULT INC

Address
9913 E 56TH ST
RAYTOWN, MO 64133

Since
2019-08-29

To
--

Legal Line

RNG-32 TWP-49 SEC-33 PT OF NW SW 1/4 & PT OF NE SE 1/4 SEC-32-49-32 DAF: BEG AT

Tax Year 2022

Receipt Details

Amount Applied
\$6,923.26

Unpaid Balance
\$0.00

Description
A/V Principal-Commer

Amount Applied
\$1,057.63

Unpaid Balance
\$0.00

Description
Replacement Tax

Distribution of Districts

STATE BLIND PENSION
\$22.08

BOARD OF DISABLED SERVICES
\$61.53

MENTAL HEALTH
\$81.92

METRO JUNIOR COLLEGE
\$149.26

MID-CONTINENT LIBRARY
\$238.46

CITY - RAYTOWN
\$350.12

JACKSON COUNTY

\$435.71
FIRE DISTRICT - RAYTOWN
\$932.66
RAYTOWN SCHOOL C-II
\$4,651.52

Any unpaid balance will continue to accumulate interest, penalties, and fees.

This receipt reflects the amount of any current unpaid balance at the time this receipt is generated. It does not include any such interest, penalties and fees that are later accrued. Changes to the account may change the unpaid balance amount.

If this payment does not clear your financial institution, this receipt is void and you may receive a returned item fee and late penalty. Please verify with your financial institution that this payment has cleared.

TAX BILL

2022 JOINT GOVERNMENTAL REAL PROPERTY TAX STATEMENT

Property Account #: 32-730-16-17-01-0-00-000

Pay your bill online at: payments.jacksongov.org

PIN #: 11506

ACCOUNT VALUE	
DESCRIPTION	2022
Market Value Total	\$230,000
Taxable Value Total	\$73,600
Assessed Value Total	\$73,600

TAX DISTRIBUTION		
AGENCY	LEVY	AMOUNT
RAYTOWN SCHOOL C-II	6.3200	4,651.5
FIRE DISTRICT - RAYTOWN	1.2672	932.6
JACKSON COUNTY	0.5920	435.7
CITY - RAYTOWN	0.4757	350.1
MID-CONTINENT LIBRARY	0.3240	238.4
METRO JUNIOR COLLEGE	0.2028	149.2
MENTAL HEALTH	0.1113	81.9
BOARD OF DISABLED SERVICES	0.0836	61.5
STATE BLIND PENSION	0.0300	22.0
Total Levy Rate	9.4066	

TCA: 022
 Lender:
 Location: 9913 E 56TH ST



16634

32-730-16-17-01-0-00-000
 BANKERS SECURITY SAFE & VAULT INC
 9909 E 56TH ST
 RAYTOWN MO 64133

TAXES AND SPECIAL ASSESSMENTS

YEAR DESCRIPTION	AMOUNT BILLED	BALANCE DUE
2022 A/V Principal- Commercial	6923.26	6923.26
2022 Replacement Tax	1057.63	1057.63
Total for Tax Year 2022	\$7,980.89	\$7,980.89
Total for All Tax Years		\$7,980.89

Description of Property

RNG-32 TWP-49 SEC-33
 PT OF NW SW 1/4 & PT OF NE SE 1/4 SEC-32-49-32 DAF: BEG ATNW COR LOT 9 CEDAR MEADOWS SUB TH E
 179.5' TH N 417.4' TH N77 DEG W 451.04' TH S 585.8' TH S 45 DEG E 84.1' TH E202.50' TO A PT ON E
 LI NE SE 1/4 SD PT ALSO BEING NW CORLOT 10 SD SUB TH N 105.42' TO POB

34110



IMPORTANT: PLEASE DO NOT SEPARATE IF PAYING IN PERSON
 (IF PAYING BY MAIL, PLEASE RETURN THIS PORTION AND MAKE CHECK PAYABLE TO: "JACKSON COUNTY COLLECTOR")
 YOU MAY PAY YOUR TAXES ONLINE BEFORE 12/31/2022 AT: [PAYMENTS.JACKSONGOV.ORG](https://payments.jacksongov.org)
 BALANCES LISTED BELOW IF PAID AFTER 12/31 OF THE YEAR OF THE DELINQUENCY WILL CHANGE IF
 LEGAL ACTION IS INITIATED FOR THE COLLECTION OF DELINQUENT TAXES.

TAX YEAR	TOTAL DUE	CUMULATIVE DUE	2022 YEAR IF PAID AFTER 12/31/2022:	32-730-16-17-01-0-00-000
2022	\$7,980.89	\$7,980.89	JAN 3,743.65 JUL 9,524.39	BANKERS SECURITY SAFE & VAULT INC
			FEB 3,377.94 AUG 9,653.68	9909 E 56TH ST
			MAR 9,007.23 SEP 9,782.98	RAYTOWN MO 64133
			APR 9,136.52 OCT 9,912.27	
			MAY 9,265.81 NOV 10,041.56	
			JUN 9,395.10 DEC 10,170.85	

DELINQUENT AFTER DECEMBER 31, 2022 **TOTAL TAXES AND ASSESSMENTS DUE: \$7,980.89**

Jackson County Collector
 P O Box 219747
 Kansas City, MO 64121-9747



032730161701000000? 190000000000 200000000000 210000000000 00000000798089 4

Samantha Woodrow

From: myJacksonCounty <admin@payitgov.com>
Sent: Wednesday, December 14, 2022 10:17 AM
To: Samantha Woodrow
Subject: Payment Confirmation



Payment Confirmation

Thank you for your payment with **myJacksonCounty**. Your myJacksonCounty transaction is pending. This is not an official payment receipt. Your transaction should process in 3-5 days.

Payment Summary

Samantha Woodrow
7157 NODAWAY VALLEY BANK

Paid on December 14, 2022
Confirmation Number 5b91e17d-6efa-498c-9965-09f8288979c6

2022 Tax

\$7,980.89

Property Address

9913 E 56TH ST

Property Account Number

32-730-16-17-01-0-00-000

Processing Fee

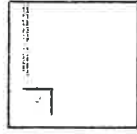
\$0.00

Convenience Fee

\$0.00

Payment Total

\$7,980.89



Get help from PayIt Support
© 2022 myJacksonCounty

7980.89



32-730-16-17-01-0-00-000

Property Account Summary

Parcel ID: 32-730-16-17-01-0-00-000	Property Address: 9913 E 56TH ST , RAYTOWN, MO 64133
--	---

General Information

Property Description	RNG-32 TWP-49 SEC-33PT OF NW SW 1/4 & PT OF NE SE 1/4 SEC-32-49-32 DAF: BEG ATNW COR LOT 9 CEDAR MEADOWS SUB TH E 179.5' TH N 417.4' TH N77 DEG W 451.04' TH S 585.8' TH S 45 DEG E 84.1' TH E202.50' TO A PT ON E LI NE SE 1/4 SD PT ALSO BEING NW CORLOT 10 SD SUB TH N 105.42' TO POB
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	022
Remarks	From Conversion

Property Characteristics

Property Class	2010
----------------	------

Parties

Role	Percent	Name	Address
Taxpayer	100	BANKERS SECURITY SAFE & VAULT INC	9909 E 56TH ST, RAYTOWN, MO 64133
Owner	100	BANKERS SECURITY SAFE & VAULT INC	9909 E 56TH ST, RAYTOWN, MO 64133

Property Values

Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Market Value Total	230000	230000	230000	230000	325926
Taxable Value Total	73600	73600	73600	0	0
Assessed Value Total	73600	73600	73600	73600	104296

Motor Vehicle Account Asset Inventory

Item Type	Make	Model	Series	Model Year	Item ID	Plate Number	Name on Title 1	Name on Title 2
-----------	------	-------	--------	------------	---------	--------------	-----------------	-----------------

No Vehicle Account Assets Found

Active Exemptions

No Exemptions Found

Tax Balance

"If you wish to pay your property taxes on-line now, click [here](#) to use myJacksonCounty powered by Paylt."

If you wish to pay your property taxes by mail, please make checks payable to: "Jackson County Collector". Be sure to include the Parcel Account number(s) on your payment and send to: Jackson County Collector, 415 E. 12th Street, Suite 100, Kansas City, MO 64106.

For any questions or assistance, please contact the Taxpayer Services Unit at (816) 881-3232.

NOTICE: Telephones are staffed during regular business hours (8am to 5pm, Monday through Friday, excluding holidays observed by Jackson County).

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due
2022	1	12/31/2022	\$7,980.89	\$0.00	\$7,980.89	\$7,980.89

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	\$61.53
CITY - RAYTOWN	\$350.12
FIRE DISTRICT - RAYTOWN	\$932.66
JACKSON COUNTY	\$435.71
MENTAL HEALTH	\$81.92
METRO JUNIOR COLLEGE	\$149.26
MID-CONTINENT LIBRARY	\$238.46
RAYTOWN SCHOOL C-II	\$4,651.52
STATE BLIND PENSION	\$22.08
REPLACEMENT TAX	\$1,057.63

Receipts

Date	Receipt No.	Amount Applied to Parcel	Amount Due for Parcels Selected	Receipt Total	Change
12/29/2021 15:37:00	<u>12927949</u>	\$8,004.95	\$33,342.39	\$33,342.39	\$0.00
01/07/2021 16:46:00	<u>12411629</u>	\$8,848.44	\$36,282.48	\$36,282.48	\$0.00
07/10/2020 10:29:00	<u>11957547</u>	\$444.28	\$444.28	\$444.28	\$0.00
09/04/2019 15:44:00	<u>11415939</u>	\$33,360.47	\$33,360.47	\$33,360.47	\$0.00
04/06/2015 09:56:00	<u>9104302</u>	\$0.00	\$11,267.45	\$11,267.45	\$0.00
.2/18/2009 00:00:00	<u>6103802</u>	\$10,865.61	\$10,865.61	\$10,865.61	\$0.00

03/11/2009 15:29:00

5748609

\$0.00 \$30,149.87 \$30,149.87 \$0.00

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Version 4.5.0.0



Staff Report

Community Development
Planning and Development Services

PZ 2023-06

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: July 6, 2023

Re: Application for Conditional Use Permit for Boat Sales ("Vehicle Sales, New or Used" Use)

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: William Jack of Anchored Up

Property Owner: Capital Ten Properties, LLC, Alex Aklagi, Principal

Property Location: 11900 E. 350 Highway

Request: Conditional Use Permit approval for Boat Sales ("Vehicle Sales, New or Used" Use)

Zoning: M, Manufacturing District

The applicant, William Jack of Anchored Up, is requesting Conditional Use Permit (CUP) approval for a "Vehicle Sales New or Used" use in the form of Boat Sales, in an M, Manufacturing, zoning district. The property owner, Alex Aklagi, applied for and received a CUP from the City to restart his auto sales business after the departure of KC RV's. He currently subleases to the applicant as a boat repair facility which is a permitted use in this zoning district. Per the city's land use table, vehicle sales can only be conditionally approved in this zoning district and since the previous CUP was issued only to Alex Aklagi, Mr. Jack has to apply for his own permit to add boat sales to his ongoing repair activities. The entirety of the area of this 4.25 acre site proposed to be used for outdoor display and the interior showroom for boats is approximately 13,000 square feet (0.3 acres) along the north side of the main building as shown on the attached site plan. This activity will not interfere with the customer parking area nor the existing auto sales operation on the west side of the property.

Property's Zoning Classification	Manufacturing (M)
Surrounding Properties' Zoning	Manufacturing (M), Highway Commercial (HC), Medium Density Residential (R-2)
Surrounding Overlay	350 Corridor Overlay
Surrounding Land Use	Manufacturing, Office, Commercial, Institutional, some Senior Living Residential
Designated Future Land Use	Commercial
Ward	Ward 4
Approximate Land Area	4.25 Acres
Roadway Classification	Entrances to both Eastbound and Westbound 350 Highway. Westridge Road on East but no Access

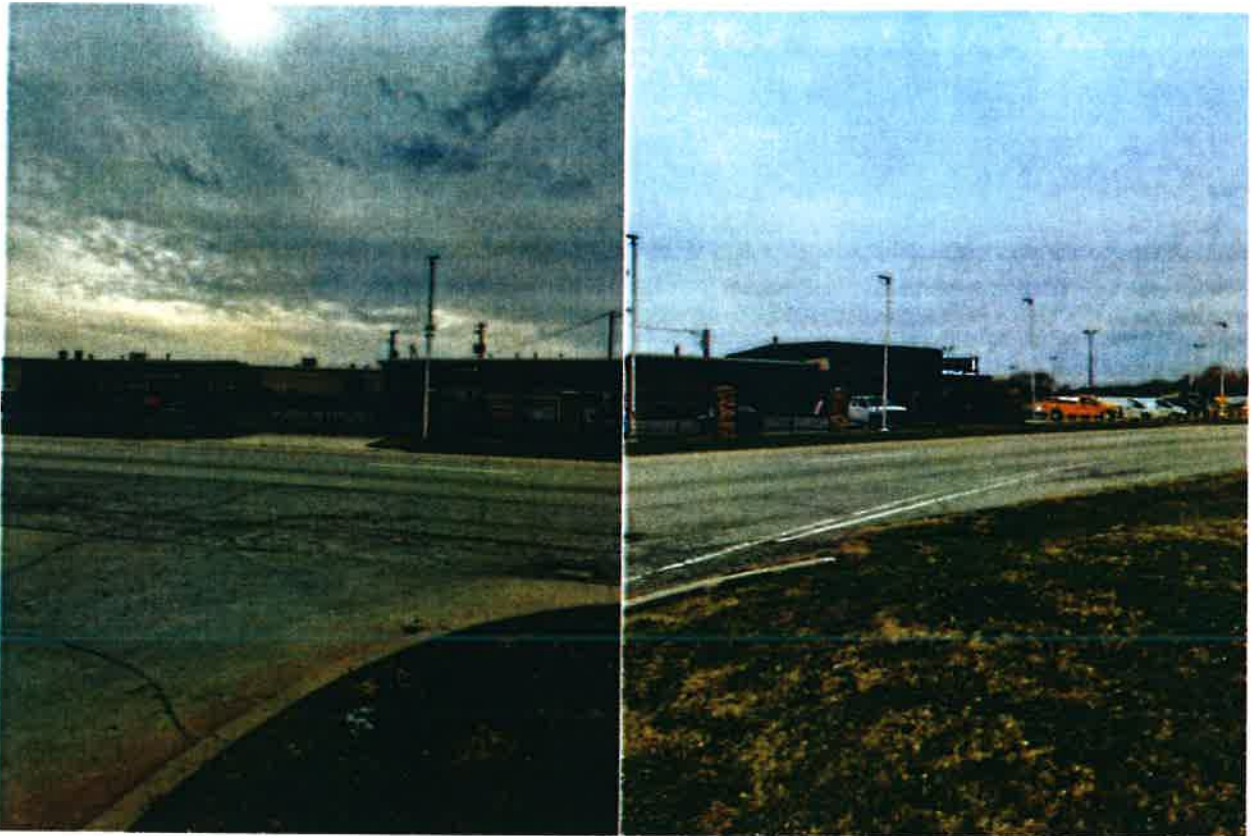


Figure 1 – Site Photos. Left Photo is East side of Proposed Display Area, Right Photo is West side of Proposed Display Area

BACKGROUND

SITE DESCRIPTION AND PRESENT USE

The site upon which this application is located is part of the former AutoMax KC and KC RV's sales lot, which is presently being operated once again as a vehicle sales lot by Mr. Aklagi. The site is well maintained, sufficient in size to accommodate the small outdoor boat display requested by the applicant, who is a sublessee of Mr. Aklagi. The applicant is presently one of two licensed repair businesses located in buildings on the property.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The entire subject property is surrounded by industrial/office, commercial and institutional uses. It does adjoin (across the highway right of way) part of the Jessica Estates Senior Development on the north side of 350 Highway. The proposed boat display area is a small part of the entire site and is located directly across 350 Highway from the Minit Mart Convenience Store.



Figure 2 – Surrounding Zoning and Location Map

HISTORY

Alex Aklagi and his partner Mike Reza were issued a Conditional Use Permit for Vehicle Sales in August 2014 for this property, and it was specifically issued to them and was not transferable. In 2021, KC RV's applied for and was issued a CUP (January, 2022) specifically to them to operate an RV, boat and off-road/motorsports sales establishment on the site, replacing Auto Max KC. Alex Aklagi continued to own the property. In October of 2022, KC RV's closed operations on the property and moved out in a short time frame. As a result of the loss of this tenant on his property, Mr. Aklagi acquired a new CUP in January, 2023, to restart vehicle sales on the property and leased excess space to a car and boat (Anchored Up, the applicant) repair facility.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on June 16, 2023. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on June 22, 2023, and no persons showed up for the meeting. To date, the Community Development Department has received no calls or written emails or letters regarding this application.

ANALYSIS

Evaluating an application for a conditional use permit requires consideration to be given by the City to the health, safety, morals, comfort and general welfare of the inhabitants of the City, including but not limited to, the following factors:



Staff Report

Community Development
Planning and Development Services

1. Stability and integrity of the various zoning districts

The subject parcel and all adjacent lots between the eastbound and westbound lanes of 350 Highway and west of Westridge Road are zoned M, Manufacturing. While this zoning district is designed primarily to accommodate warehousing/office and manufacturing uses, many vehicle-related uses are permitted or conditional activities as well. The presence of 350 Highway and the large daily count of vehicles along this roadway provide a ready and visible customer base for vehicle sales businesses. Being located between the eastbound and westbound lanes of 350 Highway in a primarily industrial zoned area, impacts on surrounding properties should be minimal.

2. Conservation of property values

No negative change to neighboring property values is expected. Requirements are being added as conditions of approval to mitigate any expected concerns with this use of the property.

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project. The existing building is a modern building complex.

4. Observation of general police regulations

The proposed boat sales business is not anticipated to violate any general police regulations. The activity is all contained on the site. Anytime any vehicle type is left unprotected overnight, there is the possibility that vandalism and theft can occur, but this true of any business and its products. Basic security measures including appropriately shielded lighting and cameras can assist in reducing the risk of these types of crimes.

5. Prevention of traffic congestion

The proposed new business will not increase traffic congestion above what has existed on the property since 2014 as a vehicle sales lot. Additional traffic generated by the boat sales will be easily handled with the direct highway access to both westbound and eastbound 350 Highway.

6. Promotion of traffic safety and the orderly parking of motor vehicles

The proposed new business will not substantially increase traffic safety risk over what is already present given two major means of ingress/egress, nor the orderly parking of motor vehicles as the site contains sufficient spaces to accommodate vehicles for sale, customers, employees, and repair/detail area vehicles. These spaces were properly located and striped to meet code in 2022 by KC RV's, therefore staff has no additional requirements to add. The proposed boat sales area will not interfere with the customer parking area for the main sales activity on the lot. Adequate access to the property is presently available directly from 350 Highway in both directions:

7. Promotion of the safety of individuals and property

The proposed new business will not affect the safety of individuals or property. The structures are in reasonable condition and no building modifications are required outside of any minor improvements required when the commercial use permit inspection is performed. The property was recently inspected in early 2022 for KC RV's, therefore no major issues are expected.



8. Provision for adequate light and air

The proposed new business will not significantly affect the air quality of the area above what is normal for a vehicle sales operation, and should have minor additional impacts on neighboring properties.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed new business will be consistent with previous intensity of use on the property, most particularly when it was KC RV's, and has sufficient parking to adequately address all display and operational needs.

10. Provision for public utilities and schools

The proposed new business will not affect any public utilities or schools but will generate some additional revenue. The existing structures are already connected to utility services.

11. Invasion by inappropriate uses

This particular use as a vehicle sales operation will not increase intensity of use above what the previous and current vehicle sales businesses operated at and should not therefore be an invasion by an inappropriate use. Additionally, the former businesses were operating under CUP's approved by the City and the property is located in a high use intensity Manufacturing District within which higher intensity uses are both present and expected.

12. Value, type and character of existing or authorized improvements and land uses

The property on which the proposed boat sales business would be located is developed. Staff has provided recommended conditions of approval to ensure compliance with existing code standards.

13. Encouragement of improvements and land uses in keeping with overall planning

Staff has no concerns regarding the proposed business adhering to overall planning principles if the recommended conditions of approval are adopted and followed by the applicant. This use of the property is wholly consistent with the current and previous use of the property.

14. Provision for orderly and proper renewal, development and growth

The proposed boat sales business should not affect the orderly and proper renewal, development or growth of the city. This use will permit the property to continue operating and generating revenue in a manner consistent with previous uses on the property.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2023-06 – Conditional Use Permit for a Vehicle Sales, New or Used, use, in the form of a Boat Sales operation, for Cody Jack of Anchored Up, to be located at 11900 E. 350 Highway with the following recommended conditions of approval:

The following conditions are required to be met on an ongoing basis:

1. The boat display lot shall be maintained in good condition at all times.



Staff Report

Community Development
Planning and Development Services

2. Ensure the entire building exterior of the boat showroom is maintained in good condition at all times, including paint, doors, garage doors, windows, and facade. This includes perimeter fencing of the outside display area and any trash enclosure located within it.
3. Ensure the boat display area is maintained in good condition at all times including trimming of weeds and grass. All junk, trash, and debris that collects within the display area to be removed immediately and not permitted to remain.
4. Any additional site lighting installed for security purposes shall be fully shielded and not cast light onto neighboring properties.
5. No boats or signage shall be displayed in City of Raytown or State of Missouri right of way areas.
6. All inoperable boats undergoing on-site maintenance shall be placed inside the building and not be visible to the public.
7. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
8. Any trash dumpster placed within the boat display area shall be within a fully screened enclosure unless stored indoors except on trash pickup day. Such enclosure shall have a proper metal gate that can be accessed by the trash truck and also screen the container from view at all times.

General Conditions of Approval:

9. The Conditional Use Permit to be issued only to the applicant, Cody Jack of Anchored Up, and is not transferable. Any new business acquiring the vehicle sales operation from the applicant shall apply for and obtain its own Conditional Use Permit.
10. The property should not be occupied and used until the Commercial Use Permit and a Business License to operate are issued. This does not apply to currently licensed boat repair businesses operating on the property.
11. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.



CONDITIONAL USE PERMIT APPLICATION

1. Location 11900 Est State RTE 350 Hwy Raytown Mo 64
2. Property Owner (Printed, as appears on deed) Alex Aklagi Capital Ten Properties
 Address 6518 W 132 St. of. KS 66209
 Phone 913-636-7888 Email aaaklagi@gmail.com
 Property Owner (Signature) Alex Aklagi captenproperties@gmail.com
3. Applicant/Agent William Jack
 Phone 816-456-9709 Email Cody@Anchoredup.net
 Applicant/Agent (Signature) [Signature]
4. The property's current use/purpose is: Boat service
5. The property's current zoning classification is: Industrial
6. The proposed use/purpose of the property is: Commercial
7. The proposed conditional use will be in keeping with the character of the neighborhood because:
New boats will be stored inside
gates, This will Add to the look of
the building by making it look more professional.
8. The proposed use will be consistent with the uses and zoning on nearby parcels because:
The front lot is Already A used car
lot.
9. Prior to submitting this application, the property has been vacant for:
~~120 days~~ 120 day's



10. This property is more suited for the proposed use than its current use(s) because:

It was designed to be a car lot.

11. The proposed conditional use could have the following detrimental effects on nearby parcels:

None

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

Not enough revenue to pay lease

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

Public Bathrooms, Lobby,

14. Additional comments:

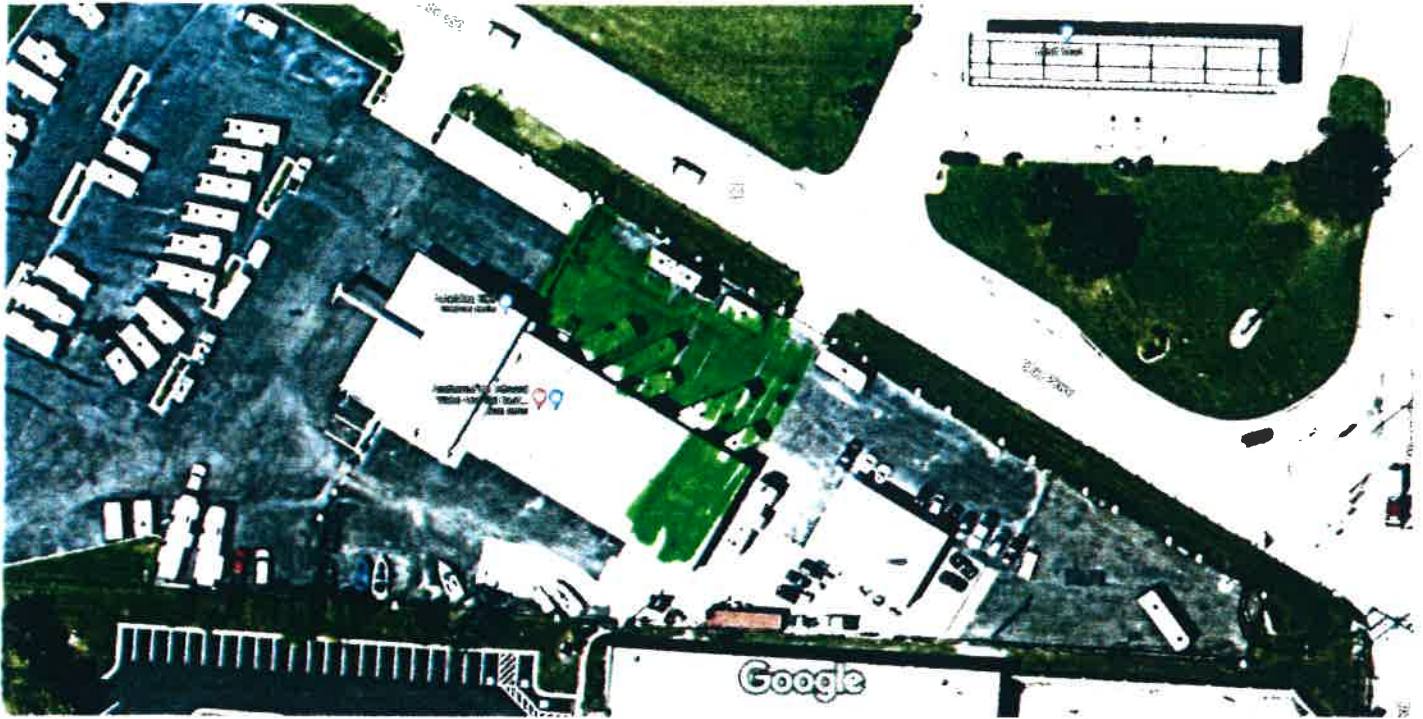
We are bringing Malibu Wake boats to sell.

15. Filing Fee payable to the City of Raytown, for \$450.00 (cash, check or credit card).

16. Signature - Property Owner or Legal Agent

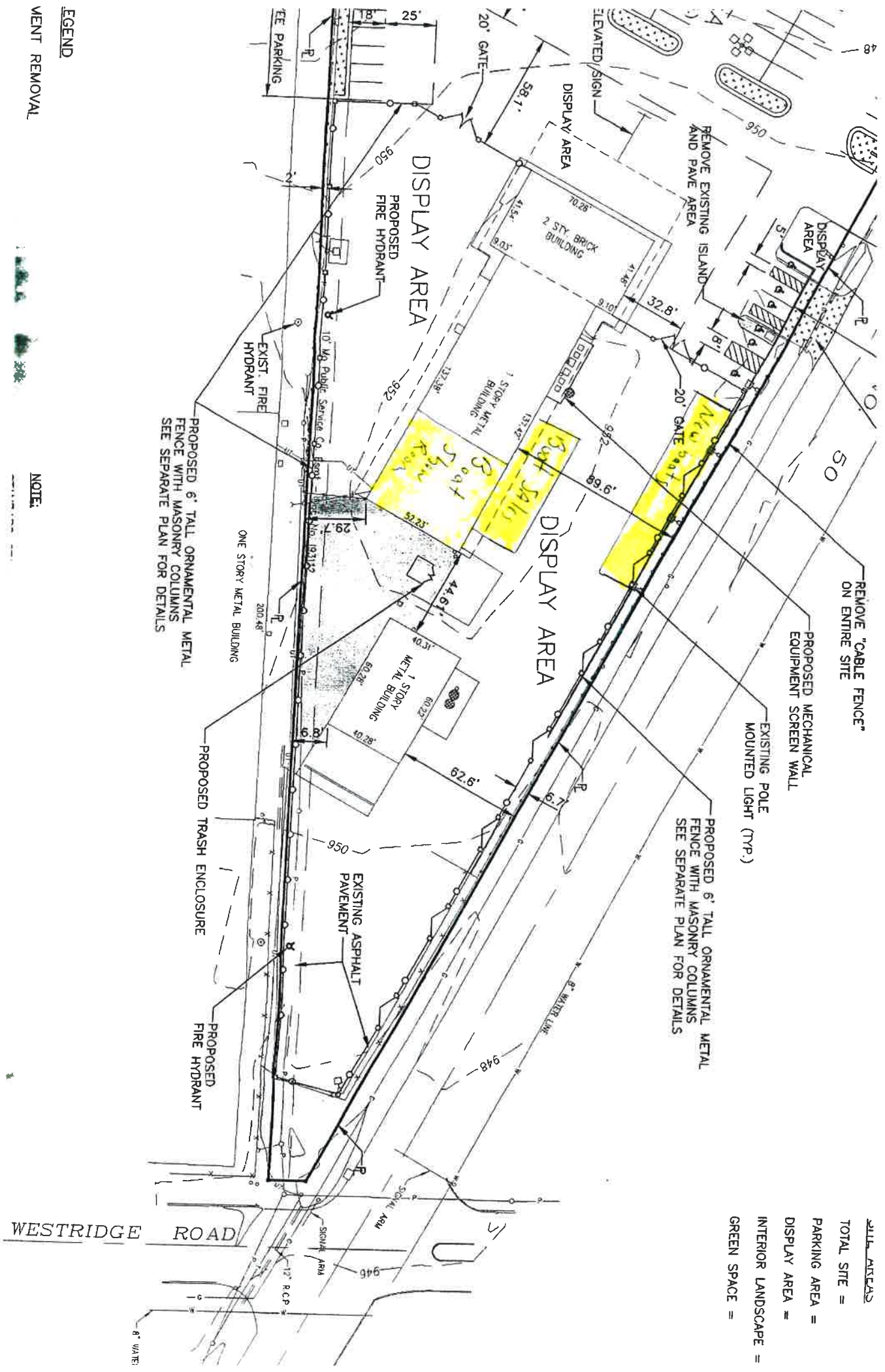
17. Signature - Applicant or Legal Agent

Google Maps



Imagery ©2023 Maxar Technologies, Map data ©2023 20 ft

 - Boat Sales



- ALL AREAS
- TOTAL SITE =
- PARKING AREA =
- DISPLAY AREA =
- INTERIOR LANDSCAPE =
- GREEN SPACE =

LEGEND
MENT REMOVAL

NOTE:
PROPOSED 6' TALL ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS SEE SEPARATE PLAN FOR DETAILS

WESTRIDGE ROAD

MAILING LIST FOR 11900 E 350 HWY BOAT SALES CUP

OWNER	OWNER ADDRESS	OWNER	OWNER ADDRESS
Blue Ridge Bible Church	11950 E 350 Hwy, Raytown, MO 64138		
Shelly Seagraves	1000 Allendale Lake Rd., Greenwood, MO 64034		
Betty Boan Trust	3400 SW Meyer Blvd., Blue Springs, MO 64015		
Quality Property, LLC	5922 Southview Dr., Liberty, MO 64068		
Minit mart, LLC	165 Flanders Rd., Westborough, MA 01581		
Jessica Estates, LP	5000 W. 95 th St., Ste. 120, Prairie Village, KS 66207		
Noe Gomez & Pamela Hernandez	8604 E. 55 th St., Kansas City, MO 64129		
Larry Patel	115 Bluejay Dr., Ste. 201, Liberty, MO 64068		
Belger Land, LLC	11651 E. 350 Hwy., Raytown, MO 64138		
RVFM 1, LLC	16 Berryhill Rd., Ste. 200, Columbia, SC 29210		
Eternalbuild, LLC	11701 E. 350 Hwy., Raytown, MO 64138		

June 13, 2023

Dear Property Owner/Tenant:

Notice of Neighborhood Meeting and Public Hearings in Your Area

The Raytown Community Development Department is processing an application for a Conditional Use Permit for a "Vehicle Sales, New or Used" use, filed by William Jack of Anchored Up, to be located at 11900 E. 350 Highway in Raytown, Missouri. The applicant intends to add boat sales to his existing boat repair operation. The property owner is Capital Ten Properties. As a nearby owner or tenant, you are entitled to appear and provide comment at any of the public hearings on this matter or to provide written comment.

The applicant will be holding a neighborhood information meeting in the City Council Chambers at 4:00 PM on Thursday, June 22, 2023, to which you are invited to discuss the application directly with them. City staff will not be present at this time. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00 PM on Thursday, July 6, 2023.** The full packet and agenda should be available for view on the City of Raytown website on Wednesday, June 30, 2023.

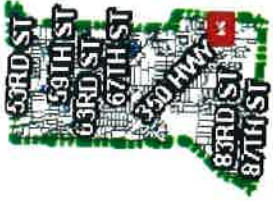
The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00 PM on Tuesday, August 1, 2023.**

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 regarding this application. Additional information regarding this application can be obtained from the Department of Community Development located in Raytown City Hall at 10000 East 59th Street, by phone 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.

Raytown, MO



Legend

-  Road
-  Parcel
-  Address Point
-  City Limit



1 in. = 275ft.



Notes

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

549.7 Feet

274.85

0

549.7



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
03/10/2015 08:41:04 AM
WD FEE: \$ 27.00 3 Pages

INSTRUMENT NUMBER:
2015E0019509

Missouri General Warranty Deed

This Indenture, Made on 6th day of March, 2015, by and between
ALEX A. AKLAGI AND VALENTINA T. AKLAGI, husband and wife, as GRANTOR, and

CAPITAL TEN PROPERTIES, LLC, A KANSAS LIMITED LIABILITY COMPANY, ,
as GRANTEE, whose mailing address is: 6518 W 132nd St., Overland Park, KS 66209, the
property at the following address:

Property Address: 11900 E. 350 HWY., RAYTOWN, MO 64138

WITNESSETH: THAT THE GRANTOR, in consideration of the sum of Ten Dollars
(\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE,
GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in
the County of JACKSON and State of Missouri, to wit:

SEE ATTACHED EXHIBIT A

Subject to easements, restrictions, reservations, and covenants of record, if any.

Secured Title of Kansas City
111 W. 10th St.
Kansas City, MO 64105
SKC0026165C

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever; the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written.

Alex A. Aklagi
ALEX A. AKLAGI

Valentina T. Aklagi
VALENTINA T. AKLAGI

In The State of KANSAS, County of Jackson, on this 6 day of MARCH, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **ALEX A. AKLAGI AND VALENTINA T. AKLAGI HUSBAND AND WIFE** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Karen L. Culbertson
Notary Public

My Term Expires: 10/24/2017



EXHIBIT "A"

TRACT I:

A tract of land in the West 1/2 of the Southwest 1/4 of Section 15, Township 48, Range 32 in the City of Raytown, Jackson County, Missouri, described as follows: Commencing at the point of intersection of the West line of said Section 15 and the Southerly right-of-way line of the Westbound lane of U.S. Highway No. 50, as now established; thence South 61 degrees 21 minutes 25 seconds East (this and subsequent bearings are based on a bearing of due North on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 15) along said Southwesterly right-of-way line, a distance of 525.0 feet to the point of beginning of the tract of land to be herein described; thence South 61 degrees 21 minutes 25 seconds East continuing along Southwesterly right-of-way line, a distance of 357.47 feet; thence South 28 degrees 38 minutes 35 seconds West at right angles to said Southwesterly right-of-way line, a distance of 320.16 feet to a point on the North line of a tract of land described in Document No. 468978, recorded in Book 684, at Page 612, in the Jackson County Recorder's Office; thence North 88 degrees 21 minutes 30 seconds West along said North line, a distance of 27.72 feet to a point on the Northeasterly right-of-way line of the Eastbound lane of U.S. Highway No. 50, as now established; thence North 38 degrees 42 minutes 13 seconds West along said Northeasterly right-of-way line, a distance of 289.89 feet; thence Northeasterly on a straight line to the point of beginning of the tract herein described.

TRACT II:

A tract of land in the Southwest 1/4 of the Southwest 1/4 of Section 15, Township 48, Range 32 in the City of Raytown, Jackson County, Missouri, described as follows: Commencing at the point of intersection of the West line of said Section 15 and the Southwesterly right-of-way line of the Westbound lane of U.S. Highway No. 50, as now established; thence South 61 degrees 21 minutes 28 seconds East (this and subsequent bearings are based on a bearing of due North on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 15) along said Southwesterly right-of-way line, a distance of 882.47 feet to the true point of beginning of the tract of land to be herein described; thence South 28 degrees 38 minutes 35 seconds West at right angles to said Southwesterly right-of-way line, a distance of 320.16 feet to a point on the North line of a tract of land described in Document No. 468978, recorded in Book 684, at Page 612, in the Jackson County Recorder's Office; thence South 88 degrees 21 minutes 30 seconds East along said North line, a distance of 670.20 feet to a point on the West right-of-way line of Westridge Road as now established; thence due North along said West right-of-way line, a distance of 18.10 feet to a point on the Southwesterly right-of-way line of aforesaid Westbound lane of U.S. Highway No. 50; thence North 61 degrees 21 minutes 25 seconds West along said Southwesterly right-of-way line, a distance of 588.47 feet to the point of beginning.



Property Account Summary



Parcel ID: 44-930-03-08-00-0-00-000	Property Address: 11900 E M 350 HWY , RAYTOWN, MO 64138
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General Information

Property Description	SEC 15 TWP 48 RNG 32 POB IS 972' N OF SW COR OF SE SW 1/4 TH W 702' TH N 28 DEG E 320' TO PT TH SLY ON SLY LI HWY 50 WESTBOUND TH SELY ALG LI 605' TO C/L WESTRIDGE RD TH S 12' TO POB (EX PT IN ST)
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	022
Remarks	From Conversion

Property Characteristics

No Property Characteristics Found

Parties

Role	Percent	Name	Address
Taxpayer	100	CAPITAL TEN PROPERTIES LLC	11935 RILEY, OVERLAND

PARK, KS
66213

Owner

100

CAPITAL 11900 E
TEN 350 HWY,
PROPERTIES RAYTOWN,
LLC MO 64138

Property Values

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Market Value Total	1290000	1032000	1032000	938084	938084
Taxable Value Total	412800	330240	330240	300187	300187
Assessed Value Total	412800	330240	330240	300187	300187

Motor Vehicle Account Asset Inventory

Item Type	Make	Model	Series	Model Year	Item ID	Plate Number	Name on Title 1	Name on Title 2
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No Vehicle Account Assets Found

Active Exemptions

No Exemptions Found

Tax Balance

No Available Tax Charges Information for this Property at the Moment.

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
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No Distributions Found

Receipts

Date	Receipt No.	Amount Applied to Parcel	Amount Due for	Receipt Total	Change
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**Parcels
Selected**

11/30/2022 14:56:00	<u>13186064</u>	\$35,809.91	\$43,860.20	\$43,860.20	\$0.00
11/23/2021 17:46:00	<u>12617324</u>	\$35,917.89	\$43,992.46	\$43,992.46	\$0.00
12/24/2020 12:10:00	<u>12297936</u>	\$32,922.41	\$32,922.41	\$32,922.41	\$0.00
02/07/2020 14:24:00	<u>11881492</u>	\$3,198.97	\$3,198.97	\$3,198.97	\$0.00
01/22/2020 15:22:00	<u>11864419</u>	\$32,769.02	\$35,921.40	\$32,769.02	\$0.00
12/03/2018 14:29:00	<u>10924354</u>	\$28,342.07	\$56,175.56	\$56,175.56	\$0.00
12/05/2017 09:16:00	<u>10369276</u>	\$27,642.24	\$61,187.79	\$61,187.79	\$0.00
12/02/2016 09:05:00	<u>9793778</u>	\$24,751.32	\$53,259.71	\$53,259.71	\$0.00
12/08/2015 00:00:00	<u>9271011</u>	\$24,806.52	\$24,806.52	\$24,806.52	\$0.00
12/31/2014 16:38:00	<u>8992727</u>	\$19,990.29	\$19,990.29	\$19,990.29	\$0.00
12/31/2013 00:00:00	<u>8421909</u>	\$20,001.94	\$20,001.94	\$20,001.94	\$0.00
07/09/2013 08:41:00	<u>8027838</u>	\$23,519.74	\$23,519.74	\$23,519.74	\$0.00
10/15/2012 15:43:00	<u>7506347</u>	\$98,168.85	\$98,168.85	\$98,168.85	\$0.00
03/24/2011 15:46:00	<u>6871050</u>	\$30,873.85	\$30,873.85	\$30,873.85	\$0.00
04/24/2008 13:44:00	<u>5227107</u>	\$20,147.36	\$20,147.36	\$20,147.36	\$0.00
02/09/2007 09:38:00	<u>4609766</u>	\$18,157.07	\$18,157.07	\$18,157.07	\$0.00

12/30/2005 00:00:00	<u>3987753</u>	\$16,366.07	\$16,366.07	\$16,366.07	\$0.00
01/03/2005 00:00:00	<u>3490160</u>	\$12,611.86	\$12,611.86	\$12,611.86	\$0.00
12/23/2003 14:01:00	<u>2848369</u>	\$12,611.71	\$12,611.71	\$12,611.71	\$0.00
12/31/2002 10:23:00	<u>2377022</u>	\$12,555.08	\$12,555.08	\$12,555.08	\$0.00
12/03/2001 12:00:00	<u>1580591</u>	\$12,545.76	\$12,545.76	\$12,545.76	\$0.00
12/27/2000 14:55:00	<u>1198792</u>	\$11,563.01	\$11,563.01	\$11,563.01	\$0.00
03/02/2000 08:41:00	<u>926507</u>	\$11,574.32	\$11,574.32	\$11,574.32	\$0.00
12/31/1998 12:00:00	<u>155783</u>	\$11,616.67	\$11,616.67	\$11,616.67	\$0.00

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