

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

**AGENDA**

Raytown City Hall  
Board of Aldermen Meeting Chambers  
10000 East 59<sup>th</sup> Street  
September 5, 2024  
7:00 pm

**1. Welcome by Chairperson and introduction of new member, Josh Morales**

**2. Call meeting to order and Roll Call**

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

**3. Approval of Minutes – August 1, 2024, 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-2024-11**

**Applicant: Phil Goode, Variety House III**

**Reason: Requesting the approval of a Rezoning from HC/350, Highway Commercial/350 Highway Corridor Overlay to HC-P, Highway Commercial Planned Development for the property addressed as 8890 E. 350 Highway.**

- 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 Application and Power Point by Staff
- 6. Presentation of Application by Applicant

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

**7. Other Business: Reminder of the Special Planning Commission Meeting be held on Tuesday, September 10, 2024 at 7:00 PM. This meeting will be held virtually only.**

**8. Set Future Meeting Date – The next Regular Planning Commission Meeting is Scheduled for Thursday, October 3, 2024, at 7:00 PM. A Special Planning Commission Meeting will be held on September 10, 2024 at 7:00pm. This meeting will be held virtually only.**

**9. Adjourn**

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

**August 1, 2024**  
**7:00 pm**  
**Council Meeting Chambers**

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

2. **Call meeting to order and Roll Call.** Secretary Stock called roll.

Thurman: Absent  
Emerson: Present  
Bruenger: Present

Jean-Paul: Present  
Meyers: Present  
Stock: Present

Frazier: Present  
Sneddon: Present

3. **Approval of Minutes:** Minutes of May 2, 2024, Regular Meeting were approved 5-0-3 upon a motion by Ms. Emerson and a second by Mr. Frazier.

4. **Public Discussion:** None.

5. **Old Business:** None.

6. **New Business:**

A. **Case No.:** PZ-2024-10

**Applicant:** Antenisha Jimerson

**Reason:** Requesting the approval of a Conditional Use Permit for an *“Assembly Room”* to be located at the property addressed as 6240 Raytown Trafficway.

1. **Introduction of Application by Chair.**

Chairman Meyers introduced the application.

2. **Explanation of any ex parte’ communication from Commission members regarding the application.**

No members reported any ex parte’ communications regarding this 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:**

The City Attorney requested to note that we have opened the public hearing.

## **5. Staff Presentation of Applications.**

Shana Kelly, Planning & Zoning Coordinator, provided the staff reports and Power Point, addressing the background of the request, and purpose of the requested Conditional Use Permit application.

## **6. Commission Discussion.**

Mr. Bruenger asked if the requested application pertained to the entire tenant space or only half. The applicant responded that it pertains to only half of the space. Ms. Kelly added that the building has been vacant since October of 2023. Mr. Snedded asked for clarification on Condition #2, which states, "Intent to serve alcohol by the drink on the premises shall require an application to be filed with the City and a permit be issued for such activity before any drinks are served." Ms. Kelly explained that the condition would not apply to caterers that are brought in by clients, but rather it would apply to the applicant, if she were to choose to open a for-profit bar inside the facility, which she does not intend to do.

Ms. Emerson stated that at one time, the building was being used as a gymnastics facility and that a hole was dug in the concrete. She inquired if the hole is still there. Ms. Kelly responded that although she has not been inside the facility, the building official mentioned the hole and that it is no longer there.

## **7. Presentation of Application by Applicant.**

Mr. Frazier inquired if there would be construction. The applicant responded that, no, there would not be any construction taking place and if there is a wall dividing the space. The applicant, Ms. Antenisha Jimerson, said that yes, there is a wall dividing the space and that they are only using half of the entire space. Mr. Jean-Paul stated that he is excited about an event space coming to Raytown. He asked why she chose Raytown and what she felt she needed from the community to have a successful business here. Ms. Jimerson responded that she chose Raytown because she loves the City and many things about it including the police department and the cleanliness. Mr. Jean-Paul asked more questions about the details of the business. Ms. Jimerson responded that she makes centerpieces and enjoys teaching others how to make their own. Mr. Jean-Paul thanked her again for choosing Raytown.

Ms. Stock asked if there is a specific time at night for events to stop. Ms. Jimerson responded that it would be determined case-by-case. Mr. Frazier asked if there are any laws requiring event spaces to close at a certain time. Ms. Kelly responded that there is no law requiring event spaces to close at any particular hour, and because the subject property is located in a commercial zone, away from residential uses, she did not feel the need to stipulate a condition of time.

Mr. Sneddon stated that he felt that an event space is needed in the community and that he believes it will be a good fit.

## **8. Request for Public Comment by Chairman.**

Chairman Meyers asked if there was anyone in the audience who would like to speak on this matter. Ms. Julie Riddle came to the microphone and spoke in support of the application and of Ms. Jimerson. Ms. Rose Banks came to the microphone spoke in support of the application and of Ms. Jimerson.

Mr. Jean-Paul asked Ms. Jimerson if she had connections to resources in order to help her business survive and suggested that she connect with KC Source Link and the Chamber of Commerce. Ms. Jimerson stated that she is involved with organizations and is connected to the community, but that she is interested in learning more.

Ms. Stock stated that she has been serving on the Planning Commission for over 20 years and she has never seen so much excitement for an application and eagerness for the business to open.

**9. Additional Staff Comments and Recommendation.**

There was no additional staff discussion.

**10. Commission Discussion.**

There was no additional Commission discussion.

**11. Commission Decision to Approve, Conditionally Approve or Deny the Application.**

Mr. Sneddon made a motion to approve the application with the Conditions as written. Mr. Jean-Paul seconded the motion.

VOTE: Motion passed 7-0-1.

**7. Other Business:**

Ms. Kelly stated that the Lakota Group requests that a Special Planning Commission Meeting be held on Tuesday, September 10, 2024 at 7:00 PM.

- 8. Set Future Meeting Date** – The next Regular Planning Commission Meeting is scheduled for Thursday, September 5, 2024, at 7:00 PM. A Special Planning Commission Meeting will be held on September 10, 2024 at 7:00pm in the City Hall Council Chambers.

**9. Additional Commission Discussion.**

Ms. Stock inquired about the Blue Ridge Blvd Conditional Use Permit application. Ms. Kelly responded that the application is currently on hold as the applicant continues to work on the Stormwater Management Plan. Ms. Stock inquired about the timeline. Ms. Kelly responded that there are several steps that need to be completed by December 18, 2024, and she is unsure if they will be able to meet that deadline.

**10. Adjourn**

The meeting was adjourned at 7:35 PM.



## Staff Report

**To:** City of Raytown, Planning & Zoning Commission

**From:** Shana Kelly, Planning & Zoning Coordinator

**Case #:** Rezoning PZ-2024-11

**Planning & Zoning Meeting Date:** September 5, 2024

**Board of Aldermen Date:** October 1, 2024, and  
October 15, 2024



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**Applicant:** Phil Goode | The Peridot Entertainment Plaza

**Location:** 8809 E. 350 Highway

**Ward:** 1

**Property Owner:** Phil Goode | Variety House III

**Project Summary:** The applicant is requesting a Rezoning from **HC/350, Highway Commercial Highway 350 Corridor Overlay** to **HC-P, Highway Commercial Planned Development** for the purpose of the development of an “Entertainment Plaza.”

**Staff Recommendation:** Staff recommends **Approval with Conditions** of the Rezoning Application. Conditions are outlined below.

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**Background Information:** The applicant, Mr. Phil Goode, is requesting the approval of a rezoning from **HC/350, Highway Commercial 350 Corridor Overlay District** to **HC-P, Highway Commercial Planned Development** for the purpose of the development of an “Entertainment Plaza.” The purpose of the request is to allow entertainment-type land uses that aren’t typically allowed in the HC Zoning District or are allowed with the approval of a Conditional Use Permit. In addition to the uses that are permitted by right in the HC Zoning District, the applicant is requesting to include:

- “Assembly Room”
- “Dance Hall, Discotheques, and Night Clubs”
- “Exhibit Hall”
- “Auditorium”
- “Food/Bakery/Product Manufacturing”



**Community Development Department**

Planning and Zoning Division

10000 E 59<sup>th</sup> Street • Raytown, MO 64133

Phone: 816-737-6014 • Fax: 816-737-6164

- “Fraternal Club, Service Club, Private Club, and/or Tavern”

The building was constructed for the purpose of automotive sales in 1980, but closed in 2011. After its closure, the building remained vacant and began to fall into disrepair. Mr. Goode purchased the property in 2019.

This location no longer meets the criteria for automotive sales establishments, and automotive-related businesses are in excess along 350 Highway. Mr. Goode’s vision for the property is to open an Entertainment Plaza, to provide a venue for entertainment, socializing, and recreation.

The City of Raytown currently has very limited options available for entertainment. Most residents seek destinations outside of the city limits for such purposes. The Peridot Entertainment Plaza will provide an upscale destination. In addition, the proposed venue will not only attract Raytown residents, but will bring patrons from other cities, creating a regional draw and bringing people into Raytown who might otherwise spend their money in other municipalities.

**Total Land Area:** 3.16 Acres

**Public Noticing:** *The Daily Record:* A public hearing notice was published in The Daily Record Kansas City, on **August 13, 2024**. A copy of the affidavit of publication is included with the attachments to this report. Letters to Residents and Property Owners were mailed to property owners within 185 feet of the subject property on **August 15, 2024**. A copy of the letter is included with the attachments to this report.

**Neighborhood Meeting:** The applicant held a neighborhood meeting on **August 20, 2024**. No one, other than the applicant, attended the meeting.

**Adjacent Properties:**

	<b>Zoning:</b>	<b>Current Land Use:</b>
<b>North:</b>	Public Right-of-Way	Highway 350
<b>South:</b>	HC/350, Highway Commercial, 350 Corridor Overlay District	Commercial Businesses (Casey’s, Asterisk Inc. Contractor)
<b>East:</b>	Public Right-of-Way	Highway 350
<b>West:</b>	HC/350, Highway Commercial, 350 Corridor Overlay District	Commercial Business – (Rightway Auto Sales) and Cemetery (Floral Hills Cemetery)

**Street Classification:** 350 Highway is classified as a Highway. Blue Ridge Boulevard is classified as an Arterial.



**Pedestrian Access:** Pedestrian access is provided along the frontage of Blue Ridge Boulevard and will connect to the ten-foot (10') bicycle trail to be constructed along the Highway 350 frontage and will extend along the property line.

**Vehicular Access:** Vehicular access exists along Blue Ridge Boulevard. Another access point is existing from Highway 350, however, it may not be utilized for this development until MoDOT has reviewed the proposal and given the appropriate approvals.

**Parking: There are** 188 vehicle parking stalls available on site. Five (5) will be ADA-compliant and designated for handicap parking.

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### **Rezoning Application Factors to Be Considered:**

#### **1. The Character of the Neighborhood:**

The neighborhood is commercial in nature, with frontage along both 350 Highway and Blue Ridge Blvd. The subject property is adjacent to Casey's convenience store and a contractor's office and across the street from Rightway Auto Sales and Floral Hills Cemetery.

#### **2. Zoning and current uses of nearby properties:**

The subject property and the properties immediately adjacent are zoned HC/350, Highway Commercial/350 Highway Corridor Overlay District. The property across Blue Ridge Boulevard is zoned R-1/350, Low-Density Residential/350 Highway Corridor Overlay District, however, it is used as a cemetery.

#### **3. Suitability of Zoning for current use:**

The building was formerly used as a car dealership and has been vacant since 2011. The City of Raytown Municipal Code now requires a distance separation of 1,500 feet between new and used vehicle dealerships. As there is one existing across Blue Ridge Boulevard, this property is not eligible to be used as a dealership. The approval of the Planned District rezoning will allow for a more upscale entertainment-type establishment, which we do not currently have within the City of Raytown.

#### **4. Detrimental effects to nearby properties if Rezoning is approved:**

The subject property is currently zoned HC, Highway Commercial, which allows for a variety of commercial land uses. The proposed rezoning will allow a few more land uses than what is presently allowed and will bring more traffic to the area; however, the building is located between Highway 350 and Blue Ridge Boulevard, which is designated



as a major arterial. The proposed uses will not bring more traffic to the area than the streets have been designed to handle.

**5. The length of time the property has been vacant:**

The property has been vacant since 2011.

**6. Consideration of public interest:**

**a. Public Health:**

Approval of the proposed Planned Development will not affect Public Health so long as all local, county, state, and federal laws and regulations are followed.

**b. Public Safety:**

The proposed business will not affect public safety any more than any other restaurant, bar, gallery, or entertainment-type business.

**c. Public Welfare:**

The proposed use will bring business to the City of Raytown and to a building that has been mostly vacant for 13 years.

**7. Impacts on public services and utilities:**

Public services and utilities are available and adequate to serve the proposed use.

**8. Conformance with the Comprehensive Plan:**

The Future Land Use Map designates this property for commercial use. The proposed use complies with the Comprehensive Plan.

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**PUBLIC WORKS:**

- **Items that require plan revision or additional documentation before engineering can recommend approval:**
    - NONE
  - **Items that are conditions of approval:**
    - NONE
  - **Comments that are not critical to engineering's recommendations for this specific submittal, but may be helpful in preparing future documents:**
    - NONE
-



**ATTACHMENTS:**

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

- Zoning Map
- Site Photos
- Site Plans
- Neighborhood Letter
- 185-ft Buffer Map
- Affidavit of Publication
- Application
- Street Classification Map
- 1996 Comprehensive Plan – Future Land Use Map

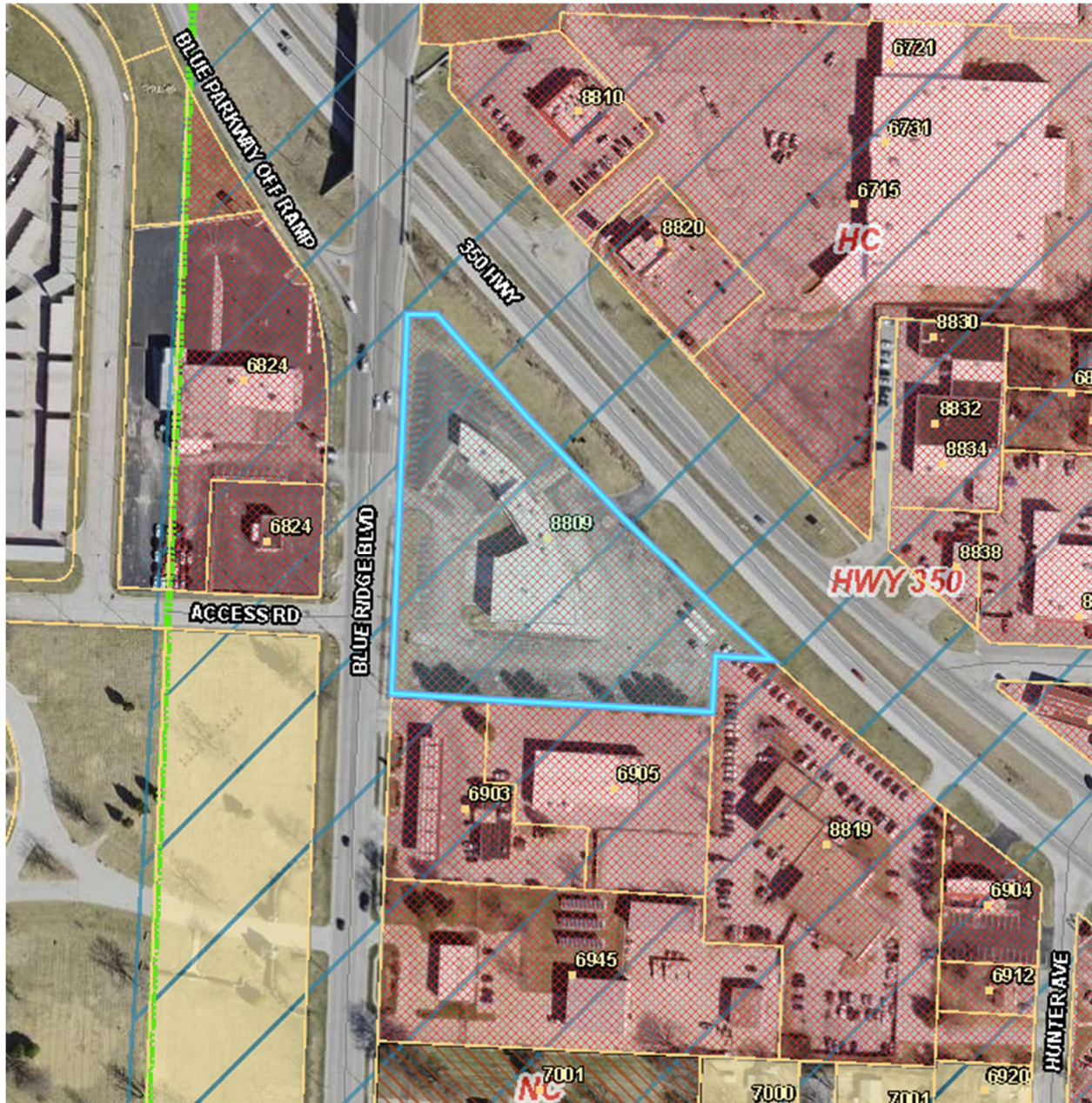
Staff recommends that the Planning & Zoning Commission **APPROVE** of this rezoning application **RZ-2024-11** for the subject parcel located at 8809 E. 350 Highway from HC/350, Highway Commercial 350 Corridor Overlay to HC-P, Highway Commercial Planned Development, subject to the following conditions:

1. A ten-foot (10') ADA-compliant bicycle/pedestrian path is required to be constructed along Highway 350. It shall connect to the existing sidewalk along Blue Ridge Boulevard and shall span the property frontage along 350 Highway.
2. In accordance with the City of Raytown "Time of Performance in Rezoning" clause, the pathway must be completed within eighteen (18) months from the date the ordinance is signed.
3. MoDOT must approve the plan and issue Right-of-Way Permits prior to the use of the 350 Highway access drive. Only the Blue Ridge Boulevard access drive is allowed to be used for vehicular traffic prior to MoDOT approvals.
4. Parking stalls must be striped and handicap stalls must be clearly marked.
5. Any food trucks operating on the site must have an active business license with the City of Raytown.
6. Must abide by all state, local, and federal laws and regulations.
7. The sale of tobacco/vape/e-cigarette products must equal less than fifty percent (50%) of the gross receipts for the applicable business license.
8. The sale of package alcohol and liquor products must equal less than fifty percent (50%) of the gross receipts for the applicable business license.
9. Outdoor events must cease operating by or before 11:00PM.
10. Any food and/or drink establishment must obtain a Health Permit from the Jackson County Health Department.
11. Exterior signage must be properly permitted and is a separate process.



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Zoning Map:





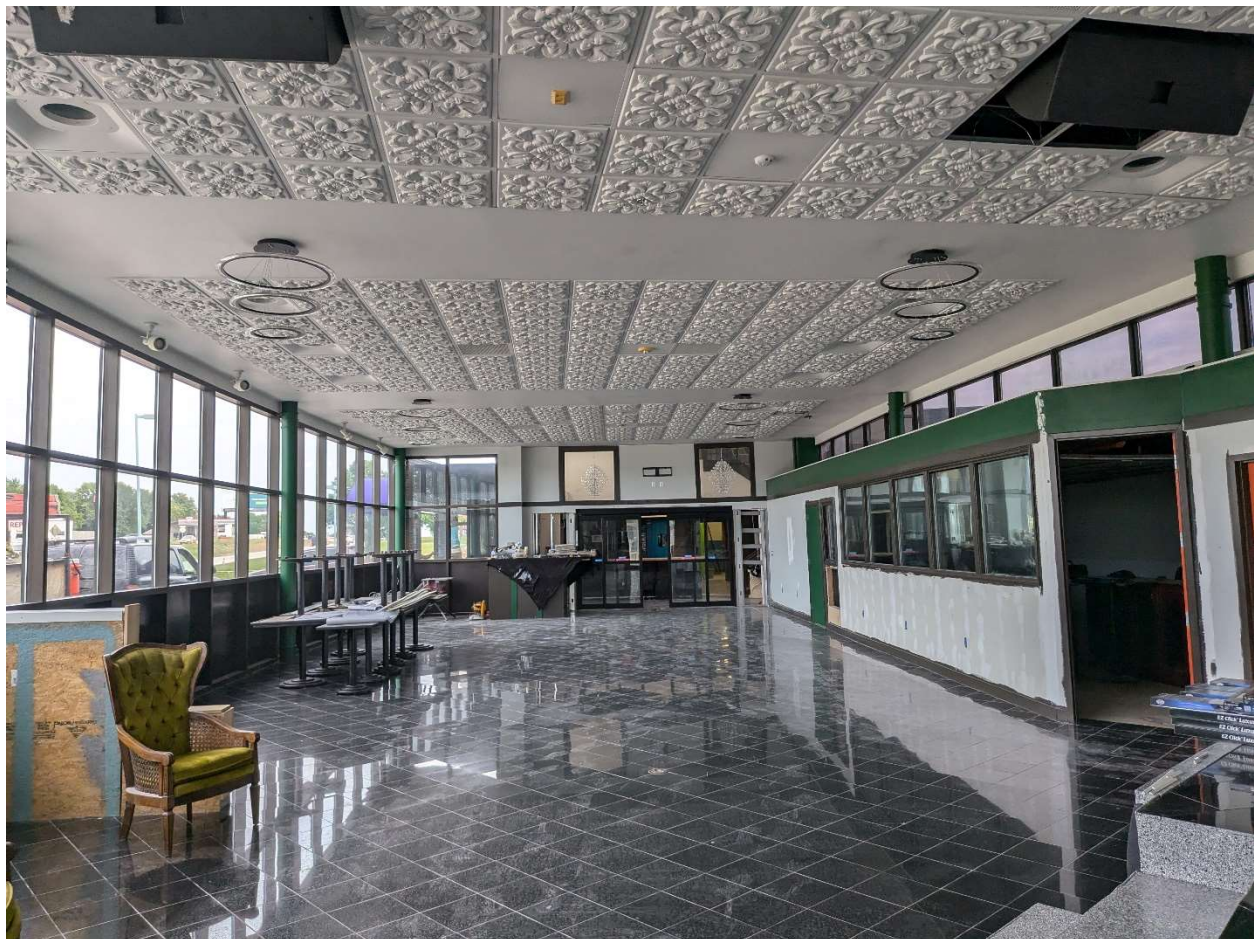
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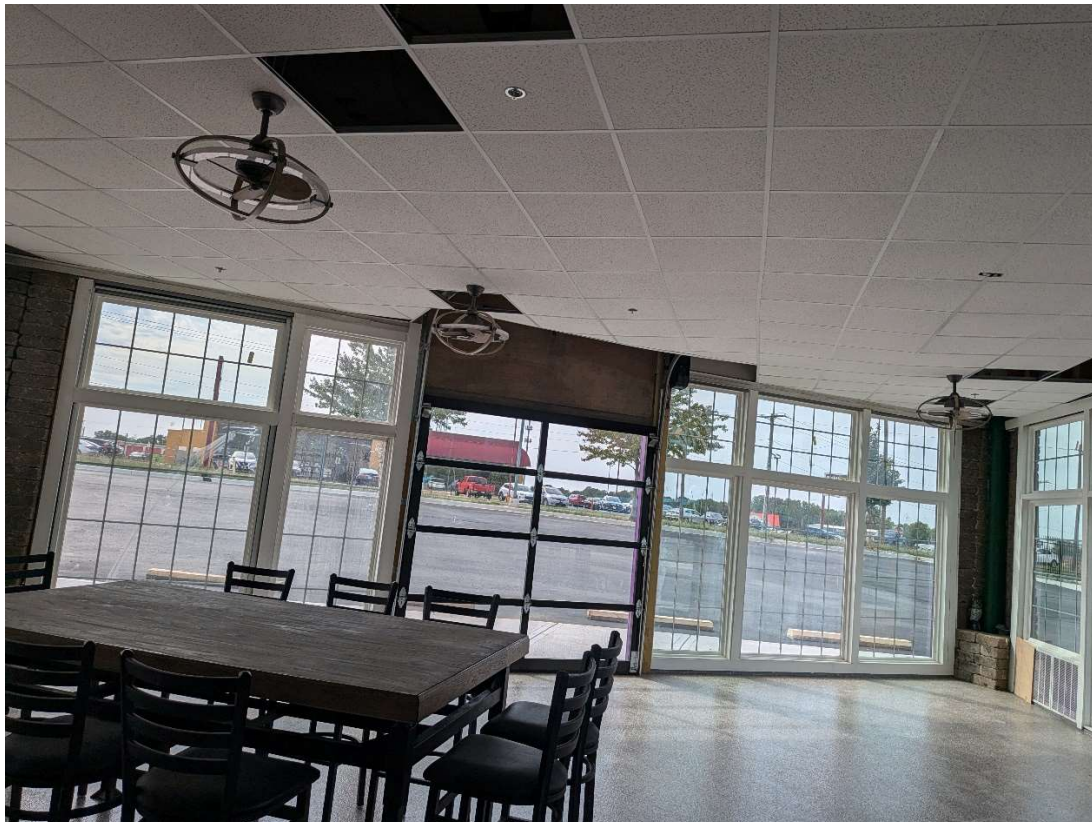
### Site Photos



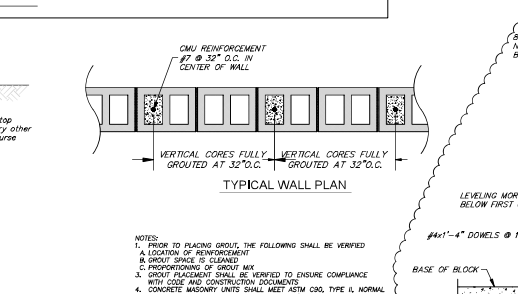
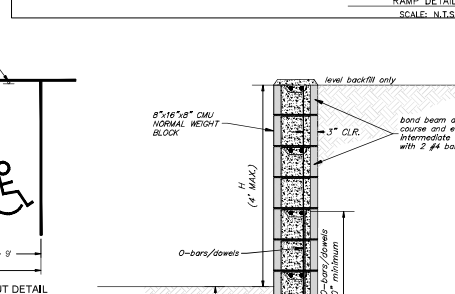
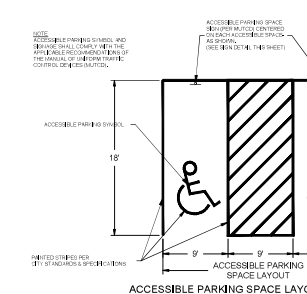
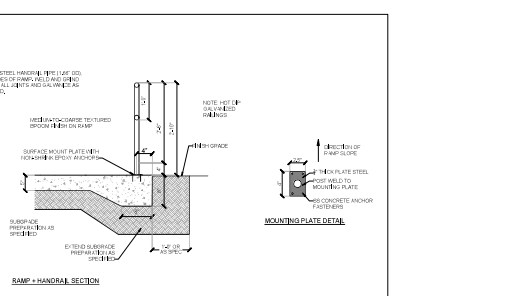
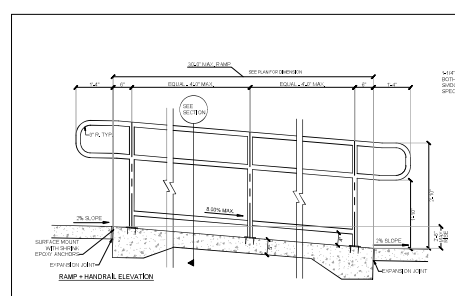
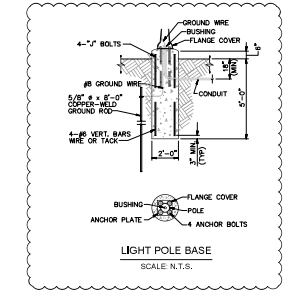
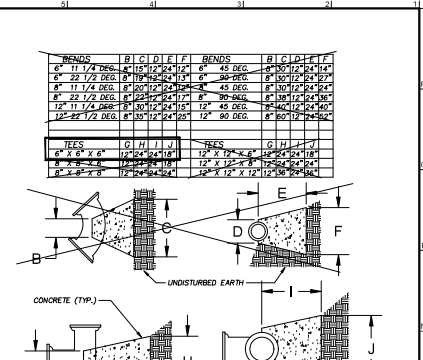
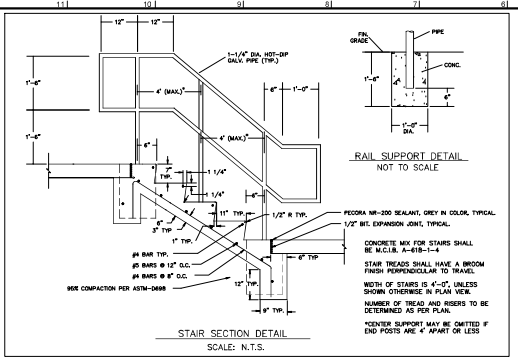
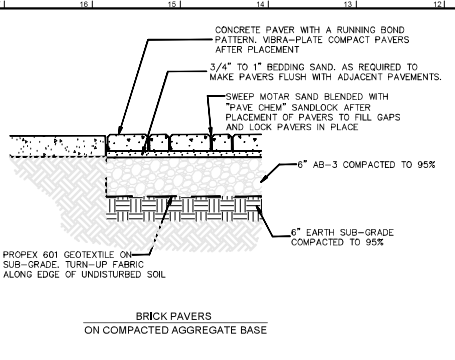
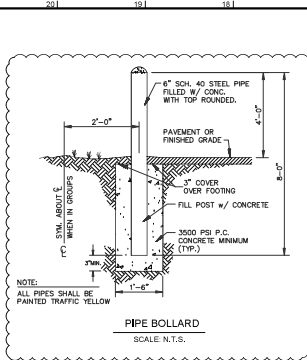


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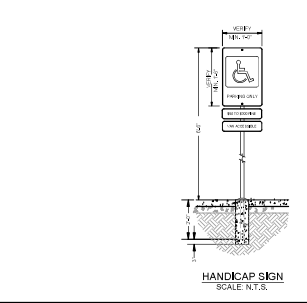
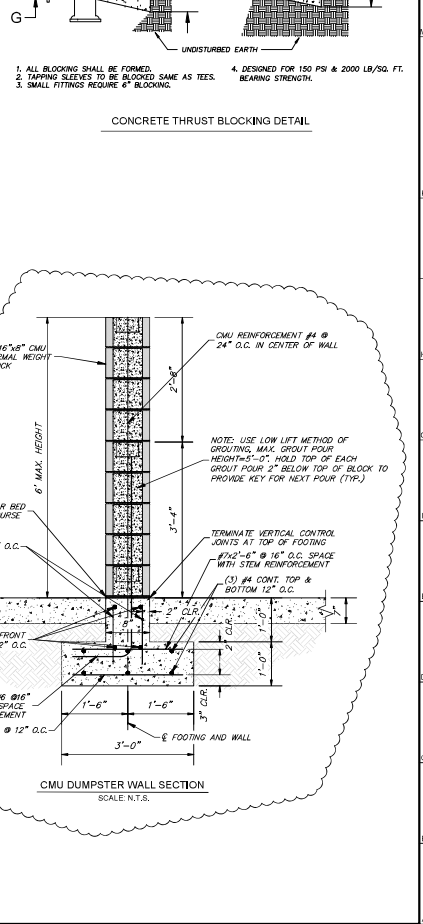
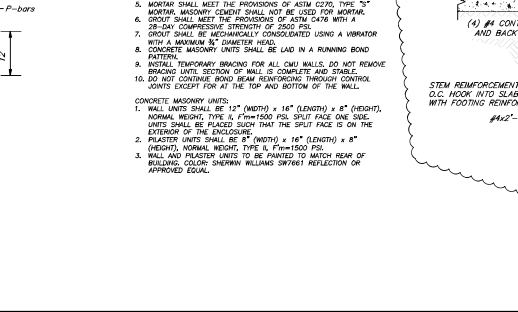
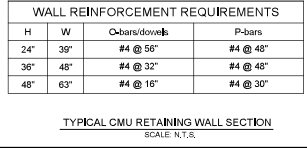








H	W	O-bars/dowels	P-bars
24"	39"	#4 @ 56"	#4 @ 48"
36"	48"	#4 @ 32"	#4 @ 48"
48"	63"	#4 @ 16"	#4 @ 30"



**JCA**  
**JOWLER CREEK ARCHITECTURE**  
15105 JOWLER CREEK ROAD  
PANDAN POINT, MD 21048  
816.876.6794

**EDC GROUP**  
8710 N. MICHIGAN AVE.  
GLADSTONE, MD 21118  
757.478.3836

**CIVIL ENGINEER**  
ANDERSON ENGINEERING  
8411 W. 44TH STREET  
KANSAS CITY, MO 64145  
816.770.0000

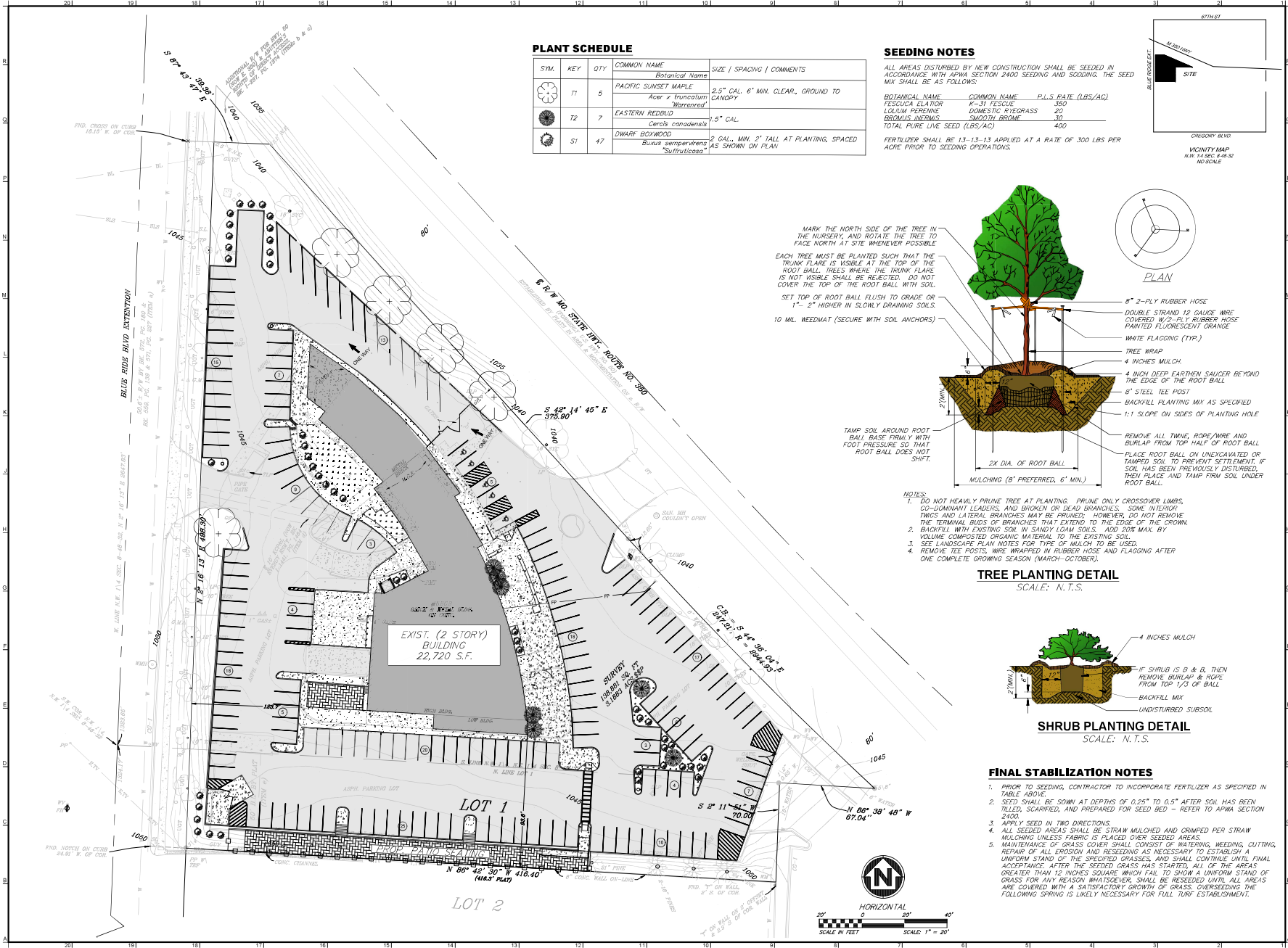
**ME ENGINEER**  
ARCHITECTURAL ENGINEERING  
CONSULTANTS  
10233 MILLSTONE DRIVE #4112 LANEXA  
KS 66203 816.916.4871

**PAUL J. JONES**  
PROFESSIONAL ENGINEER  
NUMBER: PE-201602502  
10/14/13

**THE PERIDOT ENTERTAINMENT PLAZA**  
8809 E. STATE RTE 350  
RAYTOWN, MO 64113

NO.	ISSUE/REVISION	DATE
1	CITY COMMENTS	10/14/2022
2	CITY COMMENTS	06/16/2023

**SITE DETAILS**  
**C110**



**PLANT SCHEDULE**

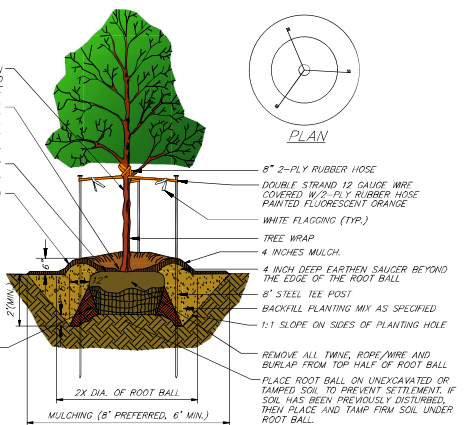
SYM.	KEY	QTY	COMMON NAME <i>Botanical Name</i>	SIZE   SPACING   COMMENTS
T1	5		PACIFIC SUNSET MAPLE <i>Acer v. truncatum</i> "Warrenred"	2.5" CAL. 6" MIN. CLEAR, GROUND TO CANOPY
T2	7		EASTERN REDBUD <i>Cercis canadensis</i>	1.5" CAL.
S1	47		DWARF BOXWOOD <i>Buxus sempervirens</i> "Suffruticosa"	2" CAL., MIN. 2' TALL AT PLANTING, SPACED AS SHOWN ON PLAN

**SEEDING NOTES**

ALL AREAS DISTURBED BY NEW CONSTRUCTION SHALL BE SEEDING IN ACCORDANCE WITH APWA SECTION 2400 SEEDING AND SOADING. THE SEED MIX SHALL BE AS FOLLOWS:

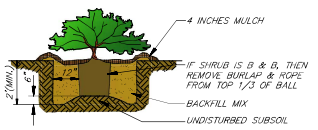
BOTANICAL NAME	COMMON NAME	P.L.S. RATE (LBS/AC)
FESTUCA ELATIOR	F-31 PERENNIAL	350
LOLIUM PERENNIS	DOMESTIC RYEGRASS	20
BROLIUS INERMIS	SMOOTH BROME	30
TOTAL PURE LIVE SEED (LBS/AC)		400

FERTILIZER SHALL BE 13-13-13 APPLIED AT A RATE OF 300 LBS PER ACRE PRIOR TO SEEDING OPERATIONS.



- NOTES:**
- DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
  - GRANTLY WITH EXISTING SOIL IN SANDY/LOAM SOILS, ADD 20% MAX. BY VOLUME COMPOSTED ORGANIC MATERIAL TO THE EXISTING SOIL.
  - SEE LANDSCAPE PLAN NOTES FOR TYPE OF MULCH TO BE USED.
  - REMOVE TEE POSTS, WIRE WRAPPED IN RUBBER HOSE AND FLAGGING AFTER ONE COMPLETE GROWING SEASON (MARCH-OCTOBER).

**TREE PLANTING DETAIL**  
SCALE: N.T.S.



**SHRUB PLANTING DETAIL**  
SCALE: N.T.S.

**FINAL STABILIZATION NOTES**

- PRIOR TO SEEDING, CONTRACTOR TO INCORPORATE FERTILIZER AS SPECIFIED IN TABLE ABOVE.
- SEED SHALL BE SOWN AT DEPTHS OF 0.25" TO 0.5" AFTER SOIL HAS BEEN BLENDED, SCARPED, AND PREPARED FOR SEED BED - REFER TO APWA SECTION 2400.
- APPLY SEED IN TWO DIRECTIONS.
- ALL SEEDED AREAS SHALL BE STRAW MULCHED AND CRIMPED PER STRAW MULCHING UNLESS FABRIC IS PLACED OVER SEEDED AREAS.
- MAINTENANCE OF GRASS COVER SHALL CONSIST OF WATERING, WEEDING, CUTTING, REPAIR OF ALL EROSION AND RESEEDING AS NECESSARY TO ESTABLISH A UNIFORM STAND OF THE SPECIFIED GRASSES, AND SHALL CONTINUE UNTIL FINAL ACCEPTANCE. AFTER THE SEEDED GRASS HAS STARTED, ALL OF THE AREAS GREATER THAN 12 INCHES SQUARE WHICH FAIL TO SHOW A UNIFORM STAND OF GRASS FOR ANY REASON WHATSOEVER, SHALL BE RESEEDING UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY GROWTH OF GRASS. OVERSEEDING THE FOLLOWING SPRING IS LIKELY NECESSARY FOR FULL TURF ESTABLISHMENT.

**JCA**  
**JOWLER CREEK ARCHITECTURE**  
15105 JOWLER CREEK ROAD  
PANDAN POINT, MO 64118  
816.876.6734

**EGC GROUP**  
8710 N. MICHIGAN AVE.  
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8411W 141ST TERR  
KANSAS CITY, MO 64145  
816.770.0000

**MPE ENGINEER**  
ARCHITECTURAL ENGINEERING  
CONSTRUCTION  
10233 MILLSTONE DRIVE #4112 LANEXA  
KS 66202 816.938.6877

**PROFESSIONAL ENGINEER**  
PAUL J. MOSS  
NUMBER  
PE-201602902  
10/14/13  
PROFESSIONAL ENGINEER

**THE PERIODIC ENTERTAINMENT PLAZA**  
8809 E STATE RTE 350  
RAYTOWN, MO 64113

NO.	ISSUE/REVISION	DATE
1	CITY COMMENTS	10/14/2022

**LANDSCAPE PLAN**  
**C120**

August 7, 2024  
Re: Case No: PZ-2024-11

Dear Property Owner/Tenant:

### **Notice of Neighborhood Meeting and Public Hearings in Your Area**

The Raytown Community Development Department is processing a Rezoning application filed by Phil Goode with Variety House III, requesting the approval of a Rezoning from HC/350, Highway Commercial / 350 Highway Corridor Overlay District to HC-P, Highway Commercial, Planned Development, for the property located at 8809 E. 350 Highway. This property is approximately 3.16 acres and is located within the City of Raytown, Missouri.

The proposed Planned Development is for the creation of an Entertainment Plaza called "The Peridot." The purpose of the request is to allow certain entertainment-type land uses that aren't typically allowed in the HC Zoning District or are allowed with the approval of a Conditional Use Permit. In addition to the uses that are permitted by right in the HC Zoning District, the applicant is requesting to include:

- "Assembly Room"
- "Dance Hall, Discotheques, and Night Clubs"
- "Exhibit Hall"
- "Auditorium"
- "Food/Bakery/Product Manufacturing"
- "Fraternal Club, Service Club, Private Club, and/or Tavern"

As a nearby owner or tenant, you are entitled to appear and provide comments at any of the public hearings on this matter or to provide written comments.

The applicant will be holding a neighborhood information meeting at Raytown City Hall at 1:00pm on Tuesday, August 20, 2024, 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, we highly recommend that you attend this meeting.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00 PM on **Thursday September 5, 2024**. The full packet and agenda should be available for view on the City of Raytown website on **Friday, August 30, 2024**.

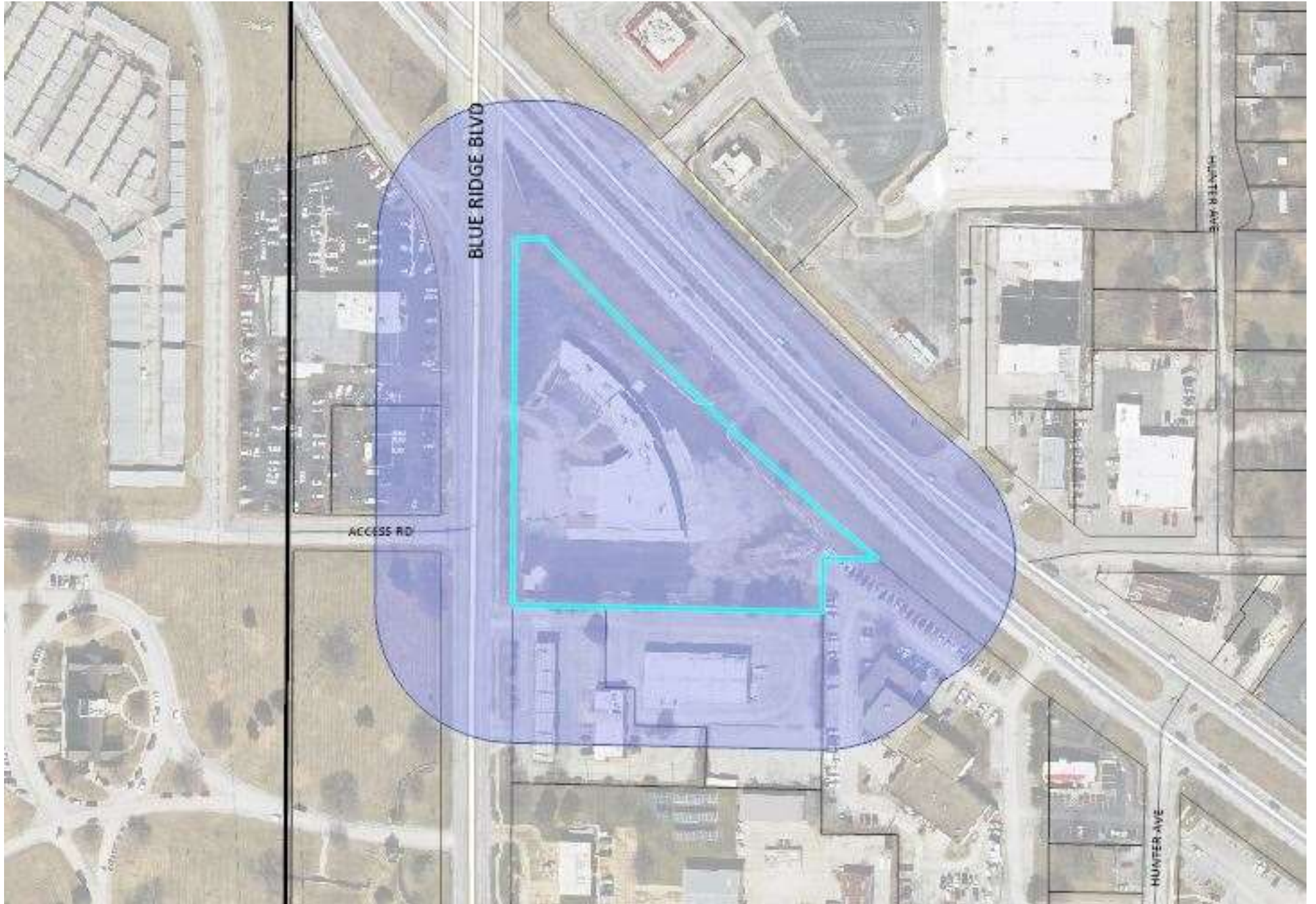
The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for 7:00 PM on **Tuesday, October 1, 2024**.

**All public hearings will take place in the Council Chambers at Raytown City Hall located at 10000 E 59<sup>th</sup> Street, Raytown, MO 64133.**

The public is invited to attend the neighborhood meeting and the public hearings to ask questions and provide comments 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 59<sup>th</sup> Street, by phone at (816)737-6059 or by email at [shanak@raytown.mo.us](mailto:shanak@raytown.mo.us).

If you will require any special accommodations (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.

# 185-foot Buffer Map



The Daily Record Kansas City  
920 Main St  
Kansas City, MO, 64105  
Phone: 8163841801 Fax: 0

# The Daily Record

KANSAS CITY

## Affidavit of Publication

To: City of Raytown - Missouri - Michael Stolzle  
10000 E 59Th St  
Raytown, MO, 64133

Re: Legal Notice 2639961, 8809 E 350 Highway, Raytown,  
Missouri

State of MO }  
County of Jackson County }

**Notice of Public Hearings**  
Affected Property: 8809 E 350  
Highway, Raytown, Missouri  
Jackson County Parcel ID # 45-520-05-  
56-00-0-00-000

A public hearing to consider a  
Rezoning application from HC/350,  
Highway Commercial/350 Highway  
Corridor Overlay District to HC-P,  
Highway Commercial Planned District,  
filed by the property owner, Phil Goode  
of Variety House III, for the property  
addressed as 8809 E 350 Highway  
in Raytown, Missouri, will be held  
by the Raytown Planning & Zoning  
Commission at 7:00pm on Thursday,  
September 5, 2024.

Before the undersigned Notary Public personally appeared Karie Clark  
on behalf of The Daily Record Kansas City, Jackson County who, being  
duly sworn, attests that the said newspaper is qualified under the  
provisions of Missouri Law governing public notices to publish, and did  
so publish, the notice annexed hereto; starting with the 08/14/2024  
edition and ending with the 08/14/2024 edition for a total of 1  
publications, and that the date of publications were as follows:  
08/14/2024.

The applicant intends to use the  
property as an "Entertainment Plaza"  
The purpose of the request is to allow  
for certain entertainment-type land  
uses that aren't typically allowed in  
the HC Zoning District or are allowed  
with the approval of a Conditional Use  
Permit. In addition to the uses that are  
permitted by right in the HC Zoning  
District, the applicant is requesting to  
include: "Assembly Room," "Dance Hall,  
Discotheques, and Night Clubs;" "Exhibit  
Hall," "Auditorium," "Food/Bakery/  
Product Manufacturing," and "Fraternal  
Club, Service Club, Private Club, and/  
or Tavern."

Publishers fee: \$80.04

By: Karie Clark  
Karie Clark

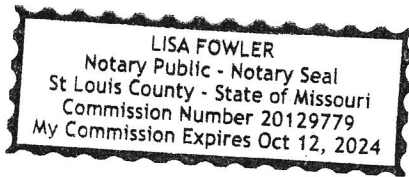
The packet and agenda should  
be available for view on the City of  
Raytown website on Friday, August  
30, 2024.

Sworn to me on this 16<sup>th</sup> day of  
August 2024

By: Lisa Fowler  
Lisa Fowler  
Notary Public, State of MO  
No. 20129779  
Qualified in St. Louis County  
My commission expires on  
October 12, 2024

The Raytown Board of Aldermen will  
also hold a public hearing to consider  
this Rezoning, tentatively scheduled for  
7:00pm on Tuesday, October 1, 2024.

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 comments. Additional information can be obtained from the Department of Community Development located in Raytown City Hall at 10000 E. 59th Street, by telephone at (816)737-6059 or by email at [shanak@raytown.mo.us](mailto:shanak@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.

2639961 Jackson Aug. 14, 2024

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

## PLANNING APPLICATION

Office Use Only	Application Type(s):
Case #: <b>RZNE-000190-2024</b>	<b>Rezoning/Planned</b>
Fee Paid: <b>\$450.00</b>	<b>Development</b>
PC Meeting Date: <b>09/05/24</b>	
B of A Meeting Date: <b>10/1/24 and 10/15/24</b>	
Newspaper Notice Date: <b>08/13/24</b>	
Notice Letters Date: <b>08/15/24</b>	

<b>Project Info:</b>	
Project Name: <b>Period Entertainment Plaza</b>	
Project Address: <b>8809 E. Rte 350/Hwy</b>	
Existing Zoning: <b>HC</b>	Existing Land Use: <b>Vacant since 2011</b>
Proposed Zoning: <b>HC-P, Highway Corridor Planned Development</b>	Proposed Land Use: <b>"Entertainment Plaza"</b>
Total Acreage: <b>3.1</b>	

<b>Applicant:</b>	
Name of Applicant: <b>Phil Goode</b>	Company (If Applicable):
Address: <b>2501 SW Winterset</b> City: <b>Lee's Summit</b> State: <b>Mo</b> Zip: <b>64081</b>	
Phone: <b>816-853-3445</b>	Email: <b>goodedevelopinginc@gmail.com</b>
Applicant Signature: <b>Phil Goode</b>	



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

<b>Property Owner:</b>	
Name of Owner: Phil Goode	Company (If Applicable): Variety House III
Address: 8809 E. Rte. 350/Hwy City: Raytown State: Mo. Zip: 64133	
Phone: 816-853-3445	Email:
Property Owner Signature: x	

**Please Give a Detailed Description of the Proposal Below:**

The Project is called the Resident Entertainment Plaza, our goal is community involvement. Our Plan is - Potential Outdoor Exposure Weekends I.E. - Farmers Market, Sunday Concert Series - Per Indoor. Our Plan is Restaurant, Entertainment, National Entertainment on a regular basis along with all the local involvement, with some retail, liquor sells. Saturday/Sunday will feature from Noon to 5pm Kids program 8-12 & 13-17 on alternating weekends - liquor will not be visible/legacy room space on South end of Bldg.



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

### Additional Contact Information

Please provide additional contact information if applicable below:

<b>Project Lead:</b>			
Name:	Phil Coode	Company:	Coode Developing & Assoc. LLC
Address:	City:	State:	Zip:
Phone:	816-853-3445	Email:	
<b>Developer:</b>			
Name:	Phil Coode	Company:	Coode Developing & Assoc. LLC
Address:	City:	State:	Zip:
Phone:	816-853-3445	Email:	
<b>Engineer:</b>			
Name:	Steve Maslan	Company:	Maslan & Co.
Address:	City:	State:	Zip:
Phone:	816-444-6260	Email:	
<b>Architect:</b>			
Name:	SCA (Lonnie)	Company:	
Address:	City:	State:	Zip:
Phone:	816-876-6794	Email:	
<b>Surveyor:</b>			
Name:	Rank Surveyors	Company:	Jim
Address:	City:	State:	Zip:
Phone:		Email:	



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

<b>Landscape Architect:</b>			
Name:		Company:	
Address:			
City:		State:	Zip:
Phone:		Email:	
<b>Attorney:</b>			
Name: <i>John Lintell</i>		Company: <i>Lintell Law</i>	
Address:			
City:		State:	Zip:
Phone: <i>816-582-5405</i>		Email:	
<b>Other:</b>			
Name:		Company:	
Address:			
City:		State:	Zip:
Phone:		Email:	

1. The proposed action will be in keeping with the character of the neighborhood because:

*Nothing will change structurally / We believe any requested changes will only beautify the area near 350 Hwy*

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

*There are no parcels near by that will compare*

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

*8 to 9 years before 2019 going back to 2011*



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

There are enough Car/Vehicle dealerships in the area or in Raytown in general

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

None it will only enhance in my opinion

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

Bankruptcy

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

Water, drainage etc.

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

Community development and up to 75 New Jobs  
Maybe as many as 100

9. Additional comments:

8809 E. 350 Highway



ELECTRONICALLY RECORDED  
JACKSON COUNTY, MISSOURI



07/18/2023 8:16 AM

FEE: \$54.00 12 PGS

INSTRUMENT NUMBER

2023E0050393

Space Above This Line For Recording Data

## DEED OF TRUST

**DATE AND PARTIES.** The date of this Deed Of Trust (Security Instrument) is June 30, 2023. The parties and their addresses are:

*Legal Description on page "2"*

**GRANTOR:**

**VARIETY HOUSE III, LLC**  
A Missouri Limited Liability Company  
8809 E State Route 350 Highway  
Raytown, MO 64133

**TRUSTEE:**

**JULIE MORENO**  
4528 NW Bramble Trail  
Lee's Summit, MO 64064

**GRANTEE (Lender):**

**SMALL BUSINESS BANK**  
Organized and existing under the laws of Kansas  
13423 W 92nd St  
Lenexa, KS 66215

**1. DEFINITIONS.** For the purposes of this document, the following term has the following meaning.

**A. Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

**2. SMALL BUSINESS ADMINISTRATION.** The Secured Debts secured by this lien were made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this Security Instrument, then under SBA regulations:

**A.** When SBA is the holder of the Note, this Security Instrument and all documents evidencing or securing the Secured Debts will be construed in accordance with federal law.

Variety House III, LLC  
Missouri Deed Of Trust  
KS/4XXXKGREY0000000001973058N

Wolters Kluwer Financial Services ©1996, 2023 Bankers  
Systems™

Initials

Page 1

*National Secured Title - NSKE 00359*

B. Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the Secured Debts.

Any clause in this Security Instrument requiring arbitration is not enforceable when SBA is the holder of the Note secured by this Security Instrument.

**3. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, bargain, sell and convey to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

Tract I:

That part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 48, Range 32,

lying Southwesterly of U.S. Highway No. 50 in Raytown, Jackson County, Missouri, except right of

way for Blue Ridge Boulevard Extension, as shown of record in Book 572 at Page 180, Book 559 at Page 139, and Book 571 at Page 227.

Tract II:

All of Lot 1, Robert Speck's Tower Acres Addition, a subdivision in Raytown, Jackson County, Missouri.

The property is located in Jackson County at 8809 E State Route 350, Raytown, Missouri 64133. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, 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 (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**4. SECURED DEBTS.** The term "Secured Debts" includes and this Security Instrument will secure each of the following:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 672510, dated June 30, 2023, from Grantor to Lender, with a loan amount of \$2,300,000.00 and maturing on July 1, 2048.

**B. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**5. LIMITATIONS ON CROSS-COLLATERALIZATION.** The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement

Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

**6. PAYMENTS.** Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. TRANSFER OF AN INTEREST IN THE GRANTOR.** If Grantor is an entity other than a natural person (such as a corporation, partnership, limited liability company 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, partnership, limited liability company 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.

**12. WARRANTIES AND REPRESENTATIONS.** Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

- A. **Power.** Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction



and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 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 Grantor's existing name, trade names and franchises.

**13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.**

Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will 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 will 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 and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

**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 will 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, valuating, appraising 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. DEFAULT.** Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

**A. Payments.** Grantor fails to make a payment when due.

**B. Other Events.** Anything else happens that causes Lender to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

**17. REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s) at such time and place as Trustee designates. Trustee will 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.

To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon any sale of the Property, Trustee will make and deliver a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and 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 Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**18. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs, and other legal expenses, as allowed by law. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

**19. 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 substance," "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 will 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 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 will 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.

**20. 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 will 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.

**21. INSURANCE.** Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be 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).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

**22. ESCROW FOR TAXES AND INSURANCE.** Grantor will pay to Lender amounts for (a) yearly taxes and assessments on the Property which under the law may be superior to this Security

Instrument, (b) yearly leasehold payments or ground rents (if any), (c) yearly premiums for hazard or property insurance, (d) yearly premiums for flood insurance (if any), and (e) yearly premiums for mortgage insurance (if any). Grantor will pay those amounts to Lender unless Lender tells Grantor, in writing, that Grantor does not have to do so, or unless the law requires otherwise. Grantor will make those payments at the times required by Lender.

Lender will estimate from time to time Grantor's yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the Escrow Items. The amounts that Grantor pays to Lender for Escrow Items under this section will be called the Funds.

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Lender will use the Funds to pay the Escrow Items.

Lender will not be required to pay Grantor any interest or earnings on the Funds unless either (i) Lender and Grantor agree in writing, at the time Grantor signed this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If the amount of the funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify Grantor in writing, and, in such case, Grantor will pay to Lender the amount necessary to make up the shortage or deficiency. Grantor shall make up the shortage or deficiency as Lender directs, subject to the requirements of applicable law.

If, by reason of any default under this Security Instrument, Lender declares all Secured Debts due and payable, Lender may then apply any Funds against the Secured Debts.

When Grantor has paid all of the sums secured, Lender will promptly refund to Grantor any Funds that are being held by Lender.

**23. 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, will pay rent during the term of the lease for one cent per month, payable on demand, and without notice or demand will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

**24. SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

**25. WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.

**26. USE OF PROPERTY.** Grantor shall not use or occupy the Property 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 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.

**27. APPLICABLE LAW.** This Security Instrument is governed by the laws of Kansas, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

**28. JOINT AND SEVERAL LIABILITY AND SUCCESSORS.** Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor severally or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. 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 will bind and benefit the successors and assigns of Lender and Grantor.

**29. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**30. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

**31. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. 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 to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

**32. WAIVER OF JURY TRIAL.** All of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

**SIGNATURES.** By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

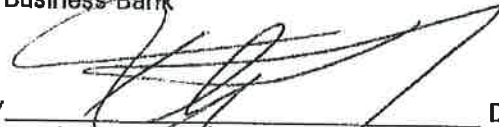
**GRANTOR:**

Variety House III, LLC

By  Date 6/30/23  
Phillip Goode, Member

**LENDER:**

Small Business-Bank

By  Date 6/30/23  
Karen Grey, Small Business Loans, VP

**ACKNOWLEDGMENT**

State Kansas OF Lincoln County OF Johnson ss.

On this 30th day of June 2023, before me, Karen A. Grey, a Notary Public in and for said state, personally appeared Phillip Goode - Member of Variety House III, LLC, a Limited Liability Company, known to me to be the person who executed the within instrument in behalf of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

My commission expires:

  
(Notary Public)



(Lender Acknowledgment)

State Kansas OF Johnson County OF Johnson ss.

On this 30th day of June 2023, before me appeared Karen Grey, to me personally known, who, being by me duly sworn or affirmed did say that he/she/they is/are the Small Business Loans, VP of Small Business Bank and that no seal has been procured by said corporation and that said instrument was signed and sealed, if applicable, in behalf of said corporation by authority of its board of directors, and said Small Business Loans, VP acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

KENDRA R. MCFADDEN  
Notary Public-State of Kansas  
My Appt. Expires 12-16-2023

*Kendra R. McFadden*  
(Notary Public)

Property Account Summary  Barcode

<b>Parcel ID:</b> 45-520-05-56-00-0-00-000	<b>Property Address:</b> 8809 E M 350 HWY , RAYTOWN, MO 64133
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**General Information**

Property Description	ROBERT SPECKS TOWER ACRES ADD---LOT 1 & TH PT OF NW NW SEC-08 TWP-48 RNG-32 LY S & W OF HWY 50 (EX TR IN ROW DAF: BEG INTERSEC OF E LI OF BLUE RIDGE BLVD & SLY LI HWY 50 TH S 40' TH E 39.36' TH NWLY56.12' TO POB OF EX)
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	022
Remarks	

**Property Characteristics**

No Property Characteristics Found

**Parties**

Role	Percent	Name	Address
Taxpayer	100	VARITEY HOUSE III LLC	2501 SW WINTERVIEW RDG, LEES SUMMIT, MO 64081
Owner	100	VARITEY HOUSE III LLC	2501 SW WINTERVIEW RDG, LEES SUMMIT, MO 64081
Mortgage Company	100	SMALL BUSINESS BANK	840 E MAIN, GARDNER, KS 66030

**Property Values**

Value Type	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019
Market Value Total	1340000	1072000	1072000	1072038	1072038
Taxable Value Total	428800	343040	343040	343052	343052
Assessed Value Total	428800	343040	343040	343052	343052

**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 Charge Amounts are due for this property. If you believe this is incorrect, please contact a Property Support Specialist.

**Distribution of Current Taxes**

<b>District</b>	<b>Amount</b>
BOARD OF DISABLED SERVICES	\$307.02
CITY - RAYTOWN	\$1,626.01
FIRE DISTRICT - RAYTOWN	\$4,644.76
JACKSON COUNTY	\$2,193.74
MENTAL HEALTH	\$408.65
METRO JUNIOR COLLEGE	\$763.26
MID-CONTINENT LIBRARY	\$1,248.24
RAYTOWN SCHOOL C-II	\$27,100.16
STATE BLIND PENSION	\$128.64
REPLACEMENT TAX	\$6,161.86

**Receipts**

<b>Date</b>	<b>Receipt No.</b>	<b>Amount Applied to Parcel</b>	<b>Amount Due for Parcels Selected</b>	<b>Receipt Total</b>	<b>Change</b>
12/11/2023 00:00:00	<u>13902276</u>	\$44,582.34	\$44,582.34	\$44,582.34	\$0.00
12/09/2022 14:04:00	<u>13260357</u>	\$37,197.88	\$37,197.88	\$37,197.88	\$0.00
01/10/2022 00:00:00	<u>12995097</u>	\$37,310.05	\$37,310.05	\$37,310.05	\$0.00
12/17/2021 17:30:00	<u>12845961</u>	\$0.00	\$37,310.05	\$37,310.05	\$0.00
12/18/2020 16:44:00	<u>12268960</u>	\$37,623.54	\$37,623.54	\$37,623.54	\$0.00
12/18/2019 00:00:00	<u>11119484</u>	\$0.00	\$42,800.51	\$42,800.52	\$0.00
12/16/2019 00:00:00	<u>11683515</u>	\$37,448.25	\$49,485.76	\$49,485.76	\$0.00
12/18/2018 00:00:00	<u>11122197</u>	\$42,800.51	\$42,800.51	\$42,800.52	\$0.00
01/19/2018 15:02:00	<u>10716556</u>	\$41,743.67	\$41,743.67	\$41,743.67	\$0.00
01/05/2018 13:11:00	<u>10699195</u>	\$46,365.88	\$46,365.88	\$46,365.87	\$0.00
12/31/2015 13:44:00	<u>9542304</u>	\$36,463.65	\$36,463.65	\$36,463.65	\$0.00
12/17/2014 00:00:00	<u>8877781</u>	\$28,313.89	\$28,313.89	\$28,313.89	\$0.00
01/02/2014 15:16:00	<u>8426817</u>	\$28,330.39	\$28,330.39	\$28,330.79	\$0.00
12/31/2012 00:00:00	<u>7866698</u>	\$28,298.45	\$28,298.45	\$28,298.45	\$0.00
12/29/2011 00:00:00	<u>7298742</u>	\$28,281.95	\$28,281.95	\$28,281.95	\$0.00
01/18/2011 15:10:00	<u>6812403</u>	\$30,627.08	\$30,627.08	\$30,627.08	\$0.00

12/31/2009 00:00:00	<u>6213475</u>	\$30,235.34	\$30,235.34	\$30,235.34	\$0.00
12/30/2008 00:00:00	<u>5643096</u>	\$28,011.21	\$28,011.21	\$28,011.21	\$0.00
12/18/2007 00:00:00	<u>4964745</u>	\$25,404.83	\$25,404.83	\$25,404.83	\$0.00
06/14/2007 08:56:00	<u>4680681</u>	\$55,640.30	\$55,640.30	\$55,640.30	\$0.00
12/21/2004 15:21:00	<u>3381281</u>	\$23,212.49	\$23,212.49	\$23,212.49	\$0.00
12/29/2003 00:00:00	<u>2892145</u>	\$23,212.22	\$23,212.22	\$23,212.22	\$0.00

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Version 4.5.0.0

Property Account Summary  Barcode

<b>Parcel ID:</b> 45-520-05-56-00-0-00-000	<b>Property Address:</b> 8809 E M 350 HWY , RAYTOWN, MO 64133
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12/21/2004 15:21:00	<u>3381281</u>	\$23,212.49	\$23,212.49	\$23,212.49	\$0.00
12/29/2003 00:00:00	<u>2892145</u>	\$23,212.22	\$23,212.22	\$23,212.22	\$0.00

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RECEIPT (REC-031317-2024)  
FOR CITY OF RAYTOWN

**BILLING CONTACT**

GOODE DEVELOPING & ASSOCIATES  
PHIL GOODE  
2501 SW WINTER RIDGE RD  
LEES SUMMIT, MO 64081



Payment Date: 07/24/2024

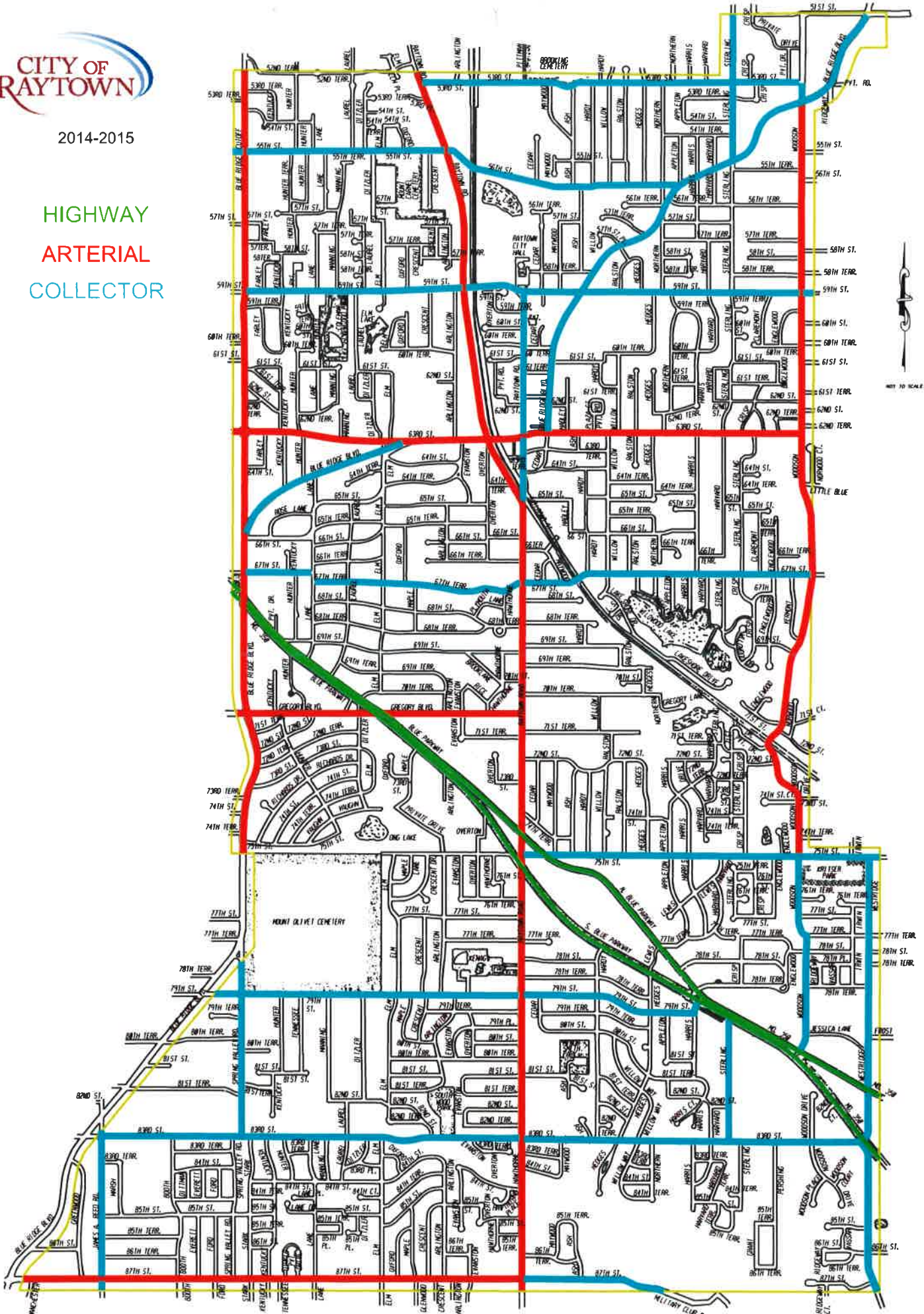
Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
RZNE-000190-2024	Rezone Fee	Fee Payment	Check #1188	\$450.00
8809 E STATE ROUTE 350 RAYTOWN, MO 64133			<b>SUB TOTAL</b>	<b>\$450.00</b>
			<b>TOTAL</b>	<b>\$450.00</b>





2014-2015

HIGHWAY  
ARTERIAL  
COLLECTOR



**FIGURE 11**  
**Future Land Use Map**

