

**AGENDA
CITY OF RAYTOWN
BOARD OF ZONING ADJUSTMENT
MEETING**

January 10, 2019
7:00 P.M.

Raytown City Hall
10000 East 59th Street
Raytown, MO 64133

MEETING

1. Open Meeting

2. Roll Call

Apprill _____ Cook _____ Morales _____
Murray _____ Riehle _____ Tush (Alt) _____
Wilson (Alt) _____

3. Approval of November 8, 2018 Meeting Minutes

- A. Changes: _____
- B. Motion: _____
- C. Second: _____
- D. Vote: For: _____ Against: _____

4. Old Business – None

5. New Business:

- A. Case #: BZA 2018-05
Requests: 1. Variance from Lot Split Regulations
(Sec. 38-11)
2. Variance from HC Zoning Regulations
(Sec. 50-208 [e-f])
Location: 9315 E. 350 Highway
Applicant: Eric Gonsher
Property Owner: Raytown 9315, LLC

- Variances:
1. Allowing for the lot split process to create a lot with no street frontage
 2. Allowing for a decrease in the minimum lot size in the HC zoning district (total area, width and depth)

1. Open Public Hearing by Chair
 2. Swearing in of any person who may wish to speak for or against the application
 3. Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.
 4. Entering of exhibits into the record:
 - a. *Staff Report*
 - b. *Variance Permit*
 - c. *Application for Variance*
 - d. *Notice of Public Hearing in the Daily Record Newspaper*
 - e. *Lot Split Comment Review Letter*
 - f. *Site Plan Comment Review Letter*
 - g. *Jackson County paid tax receipt*
 - h. *Deed to property*
 - i. *Applicant's draft of Easement Agreement*
 - j. *Recorded Cross Access Easement*
 - k. *Proposed Certificate of Survey*
 5. Introduction of application by staff
 6. Presentation of variance application by applicant
 7. Request for public comment
 8. Rebuttal, if necessary, by the applicant.
 9. Summary of additional information by staff
 10. Board discussion
 11. Close public hearing
 12. Board decision to approve, conditionally approve or deny the application.
 - a) Motion
 - b) Second
 - c) Additional Board Discussion
 - d) Vote
- 4. Other Business - None**
- 5. Set Tentative Future Meeting Date – March 14, 2019 (No cases currently on agenda)**
- 6. Adjourn**

**MINUTES
CITY OF RAYTOWN
BOARD OF ZONING ADJUSTMENT
MEETING**

November 8, 2018
7:00 P.M.

Raytown City Hall
10000 East 59th Street
Raytown, MO 64133

MEETING

1. Open Meeting

2. Roll Call

<i>Aprill Absent</i>	<i>Cook Present</i>	<i>Morales Present</i>
<i>Murray Present</i>	<i>Riehle Present</i>	<i>Tush (Alt) Absent</i>
<i>Wilson (Alt) Absent</i>		

3. Approval of June 14, 2018 Meeting Minutes

- A. Changes: N/A
- B. Motion: Morales
- C. Second: Murray
- D. Vote: For: 4 Against: 0

4. Old Business – None

5. New Business:

A. Case #: BZA 2018-04
Request: Variance from R-1 Zoning Regulations (Sec. 50-129 [c])
Location: 5721 / 5725 Blue Ridge Boulevard
Applicant: Sandra Kay Trundle and Cynthia Feagan
Property Owner: Sandra Kay Trundle
Variance: A decrease of 2 ft. in the minimum side yard setback

1. Open Public Hearing by Chair
Chairman Riehle opened the public hearing and introduced the case.
2. Swearing in of any person who may wish to speak for or against the application
City Attorney, George Kapke, swore in all individuals that were speaking regarding Case No. BZA 2018-04.
3. Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.
None
4. Entering of exhibits into the record:
 - a. Application for variance submitted by applicant
 - b. Notice of Public Hearing in the Daily Record newspaper
 - c. Notice of Public Hearing Mailed to Neighboring Property Owners
 - d. Site Plan
 - e. City of Raytown Zoning Ordinances, as amended
 - f. City of Raytown Comprehensive Plan*Chairman Riehle introduced the exhibits into the record.*
5. Introduction of application by staff
Director of Community Development, Ray Haydaripoor, introduced the case.
6. Presentation of variance application by applicant
Applicant, Cynthia Feagan, discusses the history and current state of the two homes on the parcel of land at 5721/5725 Blue Ridge Boulevard. The long-time residents of 5725 BRB currently rent the home from Ms. Trundle and have raised their children in the home. The residents would like to continue living in the home but would like to buy the property from Ms. Trundle. Additionally, because of Ms. Trundle's health, and the possibility of her needing to move into a nursing home, she would like to be able to sell the two homes independently of each other, if necessary.
7. Request for public comment
Michael Ward, resident of the home at 5725 Blue Ridge Boulevard, introduces himself and explains that he runs a city licensed low voltage alarm company out of their home. Crystal, his wife, is a part of the Raytown Main Street Association and the Raytown Chamber of Commerce.

Melody Carter, resident of 5703 Blue Ridge Boulevard, has been Ms. Trundle's neighbor for 40 years. She says she would be thrilled if this were to happen because Ms. Trundle and her tenants have been great neighbors and they have had no issues with them over the years. Mrs. Carter's husband agrees with her statements.

8. Rebuttal, if necessary, by the applicant.

None

9. Summary of additional information by staff

Mr. Haydaripoor states that City Staff are recommending approval of the decrease in side yard setback for the two proposed lots given that the side yard setback be no less than the minimum six feet needed and that all other setbacks on either property are in agreement to city code. Additionally, the applicant will need to complete the Lot Split process through the Raytown Community Development Department.

10. Board discussion

Mr. Cook asks Mr. Haydaripoor if after the lots are split, both properties would need a variance for a decrease in side yard setback. Mr. Haydaripoor responds by saying no, that only the property being split would need the variance.

Mr. Cook asks if after the lots are split, the new 6 foot side yard setback line would apply to new accessory buildings or just the principal buildings. Mr. Haydaripoor states that the property line will go in the center between the two properties and that a sanitary line that City Staff requested the applicants to provide them with documentation and agreement for future maintenance of the sanitary line. The applicants successfully provided this to City Staff.

11. Close public hearing

Chairman Riehle closed the public hearing.

12. Board decision to approve, conditionally approve or deny the application

- a) *Motion – Murray (approve)*
- b) *Second – Morales*
- c) *Additional Board Discussion - None*
- d) *Vote – **Motion carried 4-0***

6. **Other Business – None**

7. **Set Tentative Future Meeting Date** – *Chairman Riehle sets a tentative future meeting date of Thursday, December 13th 7pm. There is one case currently on the agenda for this date.*

8. **Adjourn** – *Chairman Riehle made a motion to adjourn.*



Staff Report

Community Development
Planning and Development Services

BZA 2018-05

To: City of Raytown Board of Zoning Adjustments
From: Ray Haydaripoor, Director of Community Development
Date: January 10, 2019
Re: Application for Variance

VARIANCE APPLICATION SUMMARY

Applicant: Eric Gonsler
Property Owner: Raytown 9315, LLC
Property Location: 9315 E. 350 Highway
Requests: (1) A variance to allow a proposed lot to not have frontage on an existing street and continue with the lot split process. And (2), a proposed variance to decrease the minimum lot size in this zoning district (HC: Highway Commercial)
a. In total - from 20,000 square feet to approximately 4,800 square feet
b. Width – from 100 feet to approximately 80 feet
c. Depth – from 140 feet to 60 feet

SITE DATA

Legal Description: That part of Lot 21, of "CENCI HEIGHTS, Lot 21", a subdivision in Raytown, Jackson County, Missouri, described as follows: Commencing at the Northwest Corner of the Southeast Quarter of Section 8, T48N, R32W; thence S 2° 03' 10" W, along the West line of said Southeast Quarter, a distance of 657.70 feet to a point on the West line of said Lot 21 and being the True Point of Beginning. Thence N 38° 10' 02" E a distance of 328.94 feet to a point on the South right-of-way line of Missouri Highway 350; thence on a curve to the right along said South right-of-way line having an initial tangent bearing of S 50° 37' 04" E, a radius of 9469.27 feet for an arc length of 58.32 feet to a point on the East line of Lot 21; thence S 02° 03' 10" W a distance of 254.35 feet to the Southeast corner of said Lot 21; thence N 87° 56' 50" W a distance of 240.14 feet to the Southwest corner of said Lot 21; thence N 02° 03' 10" E a distance of 24.13 feet to the Point of Beginning and containing 43,028.06 square feet or 0.99 acres, more or less.

Surrounding Zoning	Highway Commercial, Low-Density and Medium-Density Residential
Surrounding Overlay	Highway 350 Design Corridor
Surrounding Land Use	Convenience Store, Retail, Restaurant, Auto Service and Single-Family Homes
Designated Future Land Use	Commercial
Ward(s)	Ward 1
Approximate Land Area	43,028.06 square feet or 0.99 acres
Roadway Classification	Primary Arterial

BACKGROUND

The applicant is requesting two variances in order to allow for a lot split to be conducted creating a lot with no street access and that is smaller than the minimum required lot size in a

Highway Commercial (HC) zoning district. The two sections of code that the applicant is requesting variances from are:

Sec. 38-11 – “If a proposed subdivision of land does not contain more than three lots, each of which have frontage on existing streets, not involving any new street or road or the extension of municipal facilities, or the creation of any public improvements and not adversely affecting development of the remainder of the parcel or adjoining property and not in conflict with any provision or portion of the master plan, major street plan, zoning ordinance or otherwise within this chapter, the owner may proceed with the lot split procedure thus circumventing the normal requirements of subdividing as outlined in this chapter.”

Sec. 50-208 – “(e) Lot dimensions. The minimum width of a lot shall be 100 feet located adjacent to the right-of-way on a state or federal highway. The minimum depth of a lot shall be 140 feet. (f) Lot size. The minimum lot size shall be 20,000 square feet.”

On the lot currently, there is an approximately 14,000 square foot retail building as well as a cell tower. The applicant is requesting to split the existing lot in order to give the cell tower its own lot. The goal of this is for the property owner to eventually sell the cell tower lot. There are no physical changes that would result in the approval of these variance requests or the proposed lot split.

The applicant is requesting to allow for the proposed cell tower lot to not have frontage on an existing street as is required by Sec. 38-11. The second variance request is to allow for a smaller lot than what is required per the Highway Commercial lot standards in Sec. 50-208. The minimum lot width per city ordinances is 100 feet and the minimum lot depth is 1140 feet. The applicant’s proposed cell tower lot would be about 80 feet wide and 60 feet deep. This would result in a total lot area of about 4,800 square feet, which is 15,200 square feet under the minimum lot area requirement.



Figure 1 – Aerial view of 9315 E. 350 Highway (purple) and proposed cell tower lot (blue)

SITE DESCRIPTION AND PRESENT USE

The 0.99 acre parcel on E. 350 Highway between Gregory Ave. and Maple Blvd. is occupied by one, one-story retail building with the two current businesses of MetroPCS and Stumble's Public House. Behind the building and its parking lot sits a cell tower



Figure 2 – Street view of 9315 E. 350 Highway (cell tower in background)

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The project site is located in a primarily commercial area as it faces 350 Highway. Behind the parking lot and tree line on the site, there is a residential neighborhood with single-family residences.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on December 28th, 2018.

ANALYSIS

FACTORS TO CONSIDER

Chapter 50 Zoning regulations state that a request for a variance may be approved upon a finding that all of the following conditions have been met:

1. **Uniqueness:** *The variance requested arises from such condition that is unique to the property in question and that is not ordinarily found in the same zoning district and is not created by an action or actions of the property owner or the applicant.*

The scenario on the lot is unique, and may have not been created by the actions of the current property owner or applicant. However, the scenario is not necessarily a must-fix issue as it has been existing like this for over a decade. The only reason that the lot split would need to occur would be so that the current owner can sell off the cell tower lot.

- Effects on Adjacent Properties:** *The granting of the variance will not adversely affect the rights of adjacent property owners or residents.*

The applicant states that the proposed variance would have no effect on surrounding property owners or residents. City Staff agrees with this belief as there are no proposed physical changes being made to the retail building, the cell tower or the property itself. If the variance is approved and the lot split goes through, there will be no physical difference from before and after the process. All that is being proposed is to split the lot in two with an intangible lot line.

- Hardship:** *The strict application of the provisions of these regulations of which the variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.*

According to the application, if the requests are not granted the owner of the lot would not be able to split the lot so that the cell tower is independent of the retail building.

- Spirit and Intent:** *The variance desired will not be opposed to the general spirit and intent of the zoning regulations and will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.*

As there are no physical changes being made to the structure, cell tower or site, the variances requested will have no effect and therefore will not oppose the spirit and intent of any zoning regulations.

- Minimum Variance:** *The amount or size of the variance requested is the minimum amount or size needed to achieve the purpose for which the variance is requested.*

In this scenario, the minimum variance would mean that the proposed lot size would not be all that different than the required 20,000 square foot in a HC district. There appears to be enough space behind the existing retail building to increase the size of the cell tower lot to be about this size. However, it would eliminate parking spaces for the tenants of the retail building, making it not a realistic option. Therefore, the proposed lot is within the minimum needed.



Figure 3 – Proposed lot split showing cell tower lot in the lower left corner of survey.



Staff Report

Community Development
 Planning and Development Services

POSSIBLE FINDINGS OF FACT

After considering the above factors, the Board will need to decide if the variance request should be:

- ◆ Approved,
- ◆ Approved with conditions, or
- ◆ Denied.

The following are two sets of POSSIBLE findings of fact based upon the information submitted as part of the application, which is contained in this staff report. The set of possible findings of fact provided in the middle column support the approval of the variance requested while the second set of possible findings provided in the column on the right side of the table below provide facts supporting denial of the variance request. The Board should accept a set of findings of fact they deem most appropriate for either approval or denial based upon the information provided in this staff report and at the public hearing. Please note, however, that in order to approve a variance, ALL of the factors described in the middle column must be met. If one or more of the findings in the middle column are not found to be true then the application cannot legally be approved. It should be noted, that the following possible findings of fact are solely based upon the information contained in this staff report. Additional information could be presented at the public hearing, which may alter the following findings of fact. If additional information is presented at the public hearing, which alters the findings contained below, the applicable set of findings of fact need to be modified at the meeting to reflect the additional information presented so that the Board may use it as a basis in making a decision on the variance application.

FACTORS	POSSIBLE FINDINGS OF FACT FOR APPROVAL	POSSIBLE FINDINGS OF FACT FOR DENIAL
<p style="text-align: center;"><u>Uniqueness</u></p> <p><i>(The variance requested arises from such condition that is unique to the property in question, is not ordinarily found in the same zoning district and is not created by an action of the property owner/applicant).</i></p>	<p>The variance request is unique as there are very few or no other scenarios where a lot of such small size and with no street frontage would need to be created.</p>	<p>The variance request is not unique as there are many instances where a smaller than required lot with no street frontage must be created.</p>
<p style="text-align: center;"><u>Effects on Adjacent Properties</u></p> <p><i>(The granting of the variance will not adversely affect the rights of adjacent property owners or residents.)</i></p>	<p>The variance will have no impact on neighbors as there will be no physical changes to the existing structures/site and only an intangible lot line will be added.</p>	<p>With the creation of the new lot, the neighboring properties would have noticeable effects.</p>



Staff Report

Community Development
Planning and Development Services

FACTORS	POSSIBLE FINDINGS OF FACT FOR APPROVAL	POSSIBLE FINDINGS OF FACT FOR DENIAL
<p><u>Hardship</u> <i>(The strict application of the provisions of these regulations of which the variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.)</i></p>	<p>Denial of the variance will result in the property owner not being able to sell the cell tower off independently of the existing retail building.</p>	<p>The property owner has proven that they can run the lot with both the retail space and the cell tower on it for many years. They can continue to do so.</p>
<p><u>Spirit and Intent of the Zoning Ordinance</u> <i>(The variance desired will not be opposed to the general spirit and intent of the zoning regulations and will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.)</i></p>	<p>The proposed variance will not be contrary to the general spirit of the zoning ordinance. It will not adversely affect public health, safety, or general welfare of neighbors.</p>	<p>The proposed variance will be contrary to the general spirit and intent of the zoning ordinance as the resulting lot will be way less than the minimum lot size and will have no frontage on an existing street.</p>
<p><u>Minimum Amount / Size of Variance Necessary</u> <i>(The amount or size of the variance requested is the minimum amount or size needed to achieve the purpose for which the variance is requested.)</i></p>	<p>The variance is the minimum necessary to accommodate the applicant's lot split without affecting the already existing retail structure and parking lot.</p>	<p>The variance could better match the required 20,000 square foot minimum lot size and could have frontage on an existing street.</p>

RECOMMENDATION

Staff recommends approval of Case No. BZA 2018-05, Variance from Sec. 38-11 and Sec. 50-208 (e-f) of the City of Raytown Zoning Regulations, subject to the following conditions:

1. The lot created for the cell tower must be 4,780.85 square feet (0.11 acres) as proposed on the Certificate of Survey submitted to City Staff on December 18th, 2018 and may not be decreased during the final lot split process or in the future.
2. No new structure should be constructed on the cell tower lot in the future.
3. Applicant must complete the lot split process through the City of Raytown – Community Development Department.
4. Compliance with all applicable local, state and federal regulations, codes, ordinances and laws.



Community Development Department
 Planning & Zoning Division
 10000 E. 59th Street
 Raytown, MO 64133
 Office (816) 737-6011 Fax (816) 737-6164

VARIANCE - PERMIT

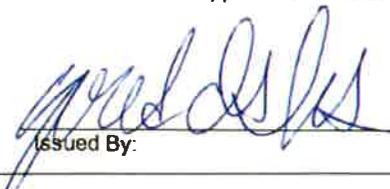
PERMIT #:	VAR-000020-2018	DATE ISSUED:	12/10/2018
		EXPIRATION DATE:	6/11/2019
JOB ADDRESS:	9315 E MO 350 HWY	LOT #:	
SUBDIVISION:		BLK #:	
SURVEYOR:	CURTIS TOLSON	PROP. OWNER:	RAYTOWN 9315 LLC (ERIC GONSHER)
ADDRESS:	PO BOX 13324	ADDRESS:	4520 MADISON AVE STE 300
CITY, STATE ZIP:	SHAWNEE MISSION, KS 66282	CITY, STATE ZIP:	KANSAS CITY, MO 64111
PHONE:	913-226-7464	PHONE:	816-268-2434
VALUATION:	N/A		
SQ FT			
OCCP TYPE:			
CNST TYPE:			
DESCRIPTION OF WORK:			

FEE CODE	DESCRIPTION	AMOUNT
PZ-09	VARIANCE	\$400.00
TOTAL		\$400.00

Inspection Information

1. All inspections require two working days (48 hours) advance notice.
2. Inspections must be scheduled and approved before covering any work.
3. APPROVED PLANS AND SITE PLAN MUST BE ONSITE FOR INSPECTIONS!

This permit is issued in reliance upon information submitted by the applicant. The Building Official may suspend or revoke a permit whenever the permit is issued in error, on the basis of incorrect information supplied, or in violation of the adopted code, city ordinance or regulations. This permit shall become null and void if the work authorized by this permit is suspended for a period of 180 days or is not commenced within 180 days. Approval of the plans or any inspections of this project shall not be construed as an approval of a violation of the codes or ordinances of the City of Raytown.


 Issued By: _____ Date: 12/13/2018 Applicant: _____ Date: _____

CITY OF RAYTOWN
10000 East 59th Street
Raytown, MO 64133
816-737-6000

DATE : 12/13/2018 1:51 PM
OPER : CD
TKBY : Community Developmen
TERM : 35
REC# : R00245918

EG EnterGov 400.00
INV-00002497 400.00

Paid By:Gonsher, Eric
2-CHK 400.00 REF:513

APPLIED 400.00
TENDERED 400.00

CHANGE 0.00



Case Number: BZA 2018-

Date Received: _____

Fee Paid: \$350.00

+ 50.00
\$400.00

**City of Raytown – Board of Zoning Adjustments
Variance/Appeal Application**

1. I hereby apply for:

 Appeal from an administrative decision

 X Variance from any specific requirement

(Specify Zoning Code Section) SEC. 38-11 AND SEC. 50-208

2. Name of Property Owner (as appears on deed): _____

RAYTOWN 9315, LLC

3. Phone Number: 816-561-5111

4. Address of Property Owner: 4520 MADISON AVENUE, STE. 300

KANSAS CITY, MO 64111

5. Signature of Owner: 

6. I appoint the following person as my agent during consideration of my request.

Name: _____

Phone: _____

Address _____

7. The property to which this application applies is located at: _____

9315 350 HWY RAYTOWN, MO

Approximate Address (If address is currently unassigned): _____

8. Deed with Legal Description: (Please attach separate sheet). ✓

For each of the following questions, please attach additional sheets if necessary.

9. Please describe what you wish to do that the Zoning Ordinance prohibits: _____

SEC. 38-11 - CREATE A LOT SPLIT WITHOUT STREET FRONTAGE
SEC. 50-204 - CREATE A LOT SPLIT RESULTING IN
A LOT THAT IS LESS THAN THE MINIMUM LOT
SIZE ALLOWED AND LESS THAN THE MINIMUM
WIDTH AND DEPTH

10. The proposed variance (or exception) would not be contrary to public health, safety and the public interest because: _____

THIS IS AN EXISTING CELL TOWER AND RETAIL
BUILDING

11. The literal enforcement of the zoning regulations will result in the following unnecessary hardships: _____

THE EXISTING USES AND CONFIGURATION WILL
NOT CHANGE. GIVEN THE CURRENT CONFIGURATION
AND USES AND DESIRE TO HAVE THE CELL
TOWER ON ITS OWN LOT, A LOT SPLIT
IS NECESSARY.

12. The following condition(s), which were not created by the owner's actions, are unique to this parcel and are not commonly found on parcels used in similar ways:

EXISTING CONDITIONS

13. The proposed development or variance would not adversely affect the rights of adjacent property owners because:

NO CHANGE TO LAYOUT, ACCESS, VISIBILITY, USE

14. The proposed development would not be contrary to the general spirit and intent of the zoning ordinance because:

IT IS TO ACCOMMODATE THE EXISTING CELL TOWER

15. The variance (or exception) requested is the minimum needed to make possible the reasonable use of the land or structure because:

THIS IS THE ONLY WAY TO REASONABLY
CREATE A SEPERATE LOT FOR THE
CELL TOWER

I, ERIC GONSHOR, understand that in filing my application with the City of Raytown, I am responsible for paying the costs incurred in the processing of my application and agree to pay the City of Raytown for such costs, which include but are not limited to the following:

- Postage for public notice letters
- Published notice in the newspaper

I further understand these costs are estimates. In the event the legal costs exceed the amount paid, payment for the additional charges will be required prior to further departmental action on my case.

Notice of Public Hearing

Notice is hereby given that the Raytown Board of Zoning Adjustment will hold a public hearing to consider two requests for a variance from the requirements of **Sec. 38-11 and Sec. 50-208** in order for the applicant to split the lot and section off an area of land with an existing cell phone reception tower on it.

The requested variances are:

1. A proposed variance to allow for a proposed lot to not have frontage on an existing street and continue with the lot split process

2. A proposed variance to decrease the minimum lot size in this zoning district (HC: Highway Commercial)

a. In total - from 20,000 square feet to approximately 3,500 square feet

b. Width - from 100 feet to approximately 75 feet

c. Depth - from 140 feet to 45 feet

The public hearing will be held on Thursday, January 10, 2019 at 7:00 p.m., at Raytown City Hall - 10000 East 59th Street, Raytown, MO 64133

The public is invited to attend the public hearing and provide public comment. A complete copy of the application and proposed plans are available in the Community Development Office during regular business hours or contact Ray Haydaripoor at rayh@raytown.mo.us or (816) 737-6093.

11670125 Jackson Dec. 28, 2018



Community Development Department

10000 E 59th Street
Raytown, MO 64133-3993
Phone: 816-737-6014 Fax: 816-737-6164

Planning & Zoning Review

November 19, 2018

Case Number	N/A
Project	Lot Split
Applicant	Curtis Tolson
Zoning	HC

Mr. Tolson:

Thank you for submitting the application for the proposed lot split at 9315 E 350 HWY. The Joint Review Committee has reviewed the proposed lot split that was submitted on October 30, 2018. Unfortunately, it is with our understanding of the following code sections, that this lot split will not be allowed.

Code Section **Sec. 38-11** – Lot splits or minor subdivisions
Code Language “If a proposed subdivision of land does not contain more than three lots, each of which have frontage on existing street... the owner may proceed with the lot split procedure.”

Violation The proposed cell tower lot would not have street frontage.

Code Section **Sec. 50-208** – Height, area and yard regulations (for HC zoned properties)
Code Language “The minimum width of a lot shall be 100 feet located adjacent to the right-of-way on a state or federal highway. The minimum depth of a lot shall be 140 feet. The minimum lot size shall be 20,000 square feet.”

Violation The proposed cell tower lot dimensions would be roughly 45 feet by 75 feet (under both the minimum width and depth) and would be approximately 3,375 square feet (under the minimum lot size).

Please let us know if you have any questions. Again, we are sorry for this inconvenience.

Sincerely,

Ray Haydaripoor
Director of Community Development
10000 E 59th St.
Raytown, MO 64133-3993
816-737-6093
rayh@raytown.mo.us



Community Development Department

10000 E 59th Street
Raytown, MO 64133-3993
Phone: 816-737-6014 Fax: 816-737-6164

Planning & Zoning Review

December 3, 2018

Case Number	N/A
Project	Lot Split
Applicant	Curtis Tolson
Zoning	M

Eric and Curtis:

The City of Raytown Community Development Department has reviewed the Certificate of Survey for the 9315 350 HWY Lot Split that was submitted on October 30 and has the following comments:

Community Development Comments

1. Symbol legend needs to show all lines, symbols, abbreviations, etc. that are included on the survey (water, sewer, gas, electrical, orange/green/blue symbols scattered across plan).
2. Survey must be stamped and signed by certified surveyor
3. Property owner, as listed on the survey, does not match the owner name we have on GIS or that you have listed on the Lot Split application (Rick Kingcade). The current owner of the property must have a place on the survey to sign.
4. Change the Raytown staff signature section to be formatted as follows;

CITY OF RAYTOWN, MISSOURI:

Ray Haydaripoor, Director of Community Development

Damon Hodges, Director of Public Works

Teresa Henry, City Clerk

Public Works Comments - Jason Hanson 816-737-6067 or jasonh@raytown.mo.us

5. The legal description is describing the existing piece of property "Part of Lot 21". It appears this survey is meant to split this property into Tract A and Tract B? Please show proposed legal description.
6. The existing sanitary sewer main line and existing sewer easement are not shown across the rear of the property.
7. Is this a "property line" running through the neighboring auto parts building? Or a section line?

Please submit 5 revised paper copies of the Certificate of Survey to the Community Development Department by Friday, December 14 in order to remain on the January 10th Board of Zoning Adjustment agenda.

Sincerely,

Ray Haydaripoor
Director of Community Development
10000 E 59th St.
Raytown, MO 64133-3993
816-737-6093
rayh@raytown.mo.us



Official Tax Payment Receipt

Detailed Receipt

Receipt No.:	11023953	Date and time:	12/10/2018 16:19
--------------	----------	----------------	------------------

Receipt Details

Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount*	Description
45-540-03-11-00-0-00-000	2018	022	8,235.01	0.00	A/V Principal- Commercial
	2018	REPL	1,256.14	0.00	Replacement Tax

Payer Name and Address Information

Name	Address	Tender Type	Amount Applied
RAYTOWN 9315 LLC	4520 MADISON AVE STE 300, KANSAS CITY, MO 64111	Electronic Check	9,491.15

Owner Name and Address Information

Parcel No.	Name	Address	Since	To
45-540-03-11-00-0-00-000	RAYTOWN 9315 LLC	4520 MADISON AVE STE 300, KANSAS CITY, MO 64111	07/31/2018	Current

Distribution to Districts

Parcel No.	Tax Year	Agency	Amount
45-540-03-11-00-0-00-000	2018	BOARD OF DISABLED SERVICES	62.9381
	2018	CITY - RAYTOWN	450.0947
	2018	FIRE DISTRICT - RAYTOWN	907.8817
	2018	JACKSON COUNTY	613.0343
	2018	MENTAL HEALTH	102.3618
	2018	METRO JUNIOR COLLEGE	201.4893
	2018	MID-CONTINENT LIBRARY	346.4217
	2018	RAYTOWN SCHOOL C-II	5524.5643
	2018	REPLACEMENT TAX	1256.1400
	2018	STATE BLIND PENSION	26.2242

Real Estate Legal Descriptions

Parcel No.	Legal Line	Line No.
45-540-03-11-00-0-00-000	CENCI HEIGHTS	1
	PT LOT 21 LY SELY OF LI DRAWN FROM PT ON SWLY LI 50 HWY	2
	BEING 241.68' FROM W LI SE 1/4 TH S 38 DEG W 329.02' TO PT	3
	ON W LI 1/4 410.03' S OF SWLY ROW 50 HWY	4

Transaction #: 1589161
Time Stamp: 12/10/2018 4:19:29 PM

Payment Information

Name:	Company: Raytown 9315, LLC
Address:	4520 Madison Ave Suite 300, Kansas City, MO 64111
Confirmation e-mail:	jjohnson@rhjohnson.com
Phone Number:	816-268-2445
Checking Account Number:	*****8490
Routing Transit Number:	*****3317

Tax Payments Selected

Account Number	Property Address	Tax Year	Payment Option	Amount Due	Account Pay Amount
45-540-03-11-00-0-00-000	9315 E M 350 HWY , RAYTOWN, MO 64133	2018	1	9,491.15	9,491.15

Subtotal: \$9,491.15

E-Check Service Fee (\$0.40): \$0.40

Grand Total (E-Check): \$9,491.55

***Interest, penalties and fees will be assessed on any unpaid balance amount. The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.**

Note: If this payment fails to clear your financial institution, interest, penalties and fees may be assessed. Please verify with your financial institution that this payment has cleared.

REMINDER: Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search all relevant parcel numbers of parcels involved in such a segregation or merge. [Click here to begin a search on this website to see if a parcel was involved in a segregation or merge occurring within the past five years and to see a list of parent parcel\(s\) and child parcel\(s\) involved.](#) NOTE: Information concerning a segregation or merge occurring more than five years prior to the search is not available on this website.

ATTENTION: **This website will close at 11:00 p.m. on December 31.**
Taxes paid online after the website reopens in the New Year will accrue interest, penalties and fees.

Developed by Manatron, Inc.
©2005-2010 All rights reserved.
Version 1.0.5228.20119



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
08/01/2018 09:11:11 AM
WD FEE: \$ 27.00 3 Pages

INSTRUMENT NUMBER:
2018E0066858

WARRANTY DEED

THIS INDENTURE is made as of this 31 day of July, 2018, by **Rick A. Kingcade and Stephen L. Stock, as successor trustees pursuant to Trust Agreement by Salvatore Cenci executed July 19, 1971** ("Grantor") to and for the benefit of **Raytown 9315, LLC**, a Missouri limited liability company, with an address of 4520 Madison Avenue, Suite 300, Kansas City, Missouri 64111 ("Grantee").

WITNESSETH, that the Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) to it duly paid, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Warrant, Sell and Convey unto the said Grantee, its successors and assigns, all of the Grantor's interest in the lot, tract, or parcel of land legally described on Exhibit A attached hereto and incorporated herein by this reference, subject only to easements, restrictions, and reservations of record.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And said Grantor for its heirs, executors or administrators, does hereby covenant, promise and agree to and with said Grantee, that Grantor is lawfully seized of an indefeasible estate in fee of the premises herein conveyed, and that, at the delivery of these presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind whatsoever, except as shown above, and that Grantor will warrant and forever defend the same unto the Grantee, its heirs and assigns, against said Grantor, its heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year shown above.

Rick A. Kingcade, as successor trustee pursuant to Trust Agreement by Salvatore Cenci executed July 19, 1971

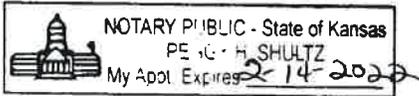
Stephen L. Stock, as successor trustee pursuant to Trust Agreement by Salvatore Cenci executed July 19, 1971

Chicago Title Company, LLC

STATE OF Kansas)
COUNTY OF Johnson) ss

On this 18 day of July, 2018, before me appeared Rick A. Kingcade, as successor trustee pursuant to Trust Agreement by Salvatore Cenci executed July 19, 1971, to me personally known, who, being by me duly sworn, did say that said instrument was signed by him as trustee of said trust, and he acknowledged said instrument to be his free act and deed as trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.



Peggy H. Shultz
Notary Public
Peggy H. Shultz
Print Name

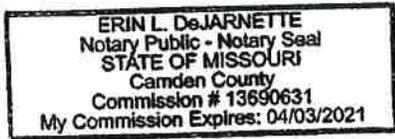
My commission expires:

2-14-2022

STATE OF Missouri)
COUNTY OF Morgan) ss

On this 20th day of July, 2018, before me appeared Stephen L. Stock, as successor trustee pursuant to Trust Agreement by Salvatore Cenci executed July 19, 1971, to me personally known, who, being by me duly sworn, did say that said instrument was signed by him as trustee of said trust, and he acknowledged said instrument to be his free act and deed as trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.



Erin L. DeJarnette
Notary Public
Erin L. DeJarnette
Print Name

My commission expires:

4-3-2021

Exhibit A

That part of Lot 21, "LOT 21, CENCI HEIGHTS", a subdivision in Raytown, Jackson County, Missouri, lying Southeasterly of a line drawn from a point on the Southwesterly line of U.S. Highway No. 50, said point being 241.68 feet (measured along said Highway as now established) from the West line of the Southeast 1/4 of Section 8, Township 48, Range 32, thence South 38 degrees 10 minutes 15 seconds West, 329.02 feet to a point on the West line of said 1/4 Section 410.03 feet South of the Southwesterly right of way line of said Highway.

Prepared by and Return to:

Attorney Daniel Levine, Esq., Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Site No: 83219
Site Name: Raytown MO

(Recorder's Use Above this Line)

STATE OF MISSOURI

Tax Parcel ID No: 45-540-03-11-00-0-00-000

COUNTY OF JACKSON

INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT

This INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Raytown 9315, LLC**, a Missouri limited liability company ("**Grantor**") and **American Tower Delaware Corporation**, a Delaware corporation ("**Grantee**") (Grantor and Grantee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Grantor is the owner of that certain real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Grantee owns, operates or otherwise manages a communications facility on land adjacent to the Parent Parcel (the "**Tower Parcel**"); and

WHEREAS, Grantor desires to convey to Grantee, and Grantee desires to accept from Grantor, an easement for ingress, egress and utilities in, on, over and through that portion of the Parent Parcel more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Easement Area**") for the scope and purposes set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Easement.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns, a non-exclusive easement (the "**Easement**") in, on, over and through the Easement Area solely for the purposes set forth herein.
2. **Duration.** The duration of this Agreement and the Easement granted herein (the "**Term**") shall commence on the Effective Date and shall be in effect so long as the communications facility remains on the Tower Parcel unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easement herein, in which event this Agreement, the Easement, and all obligations of the Parties hereunder shall terminate upon Grantee's recordation of any such notice.

3. **Use of Easement Area.** The Easement shall be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") (i) for pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to and from the Tower Parcel at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis and (ii) to construct, reconstruct, add, install, improve, enlarge, operate, maintain, repair, and remove underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Easement Area in order to connect the same to utility lines and other related infrastructure and improvements located in a publicly dedicated right of way. Each of the Parties agrees to repair promptly any damage to the Easement Area caused by or resulting from the use of the Easement Area by it or its affiliates, customers, tenants, subtenants, lessees, licensees, and contractors, together with any of the employees, contractors, consultants, and/or agents of the foregoing. Grantor shall not take any action which shall materially and unreasonably interfere with, disturb, impede, limit, compromise, and/or diminish use of the Easement by Grantee or any of the other Permitted Parties as provided in this Agreement. In any event (i) all of the foregoing permitted utilities shall be placed below the ground, and shall be placed so as not to interfere with, restrict, or impede other uses of the Parent Parcel or any improvements developed on the Parent Parcel; and (ii) no such utility may interfere with any improvements or cross or go under or through any improvement on the Parent Parcel. Nothing herein shall prevent or prohibit, and Grantor hereby expressly reserves, Grantor's rights to continue to use and occupy all portions of the Parent Parcel in any manner that is not inconsistent with the terms of this Agreement.

4. **Construction, Maintenance and Repair.** All construction, maintenance, repair and replacement (collectively "**Construction**"), as permitted or required herein, shall be conducted in the most expeditious manner reasonably possible to minimize the interference with use of the Parent Parcel, and the Construction shall be diligently prosecuted to completion. To the extent that it is necessary for a Party to effect Construction on the Parent Parcel, the plans, location, timing and schedule of such Construction shall all be subject to the approval of the owner of the Parent Parcel, such approval not to be unreasonably withheld. Construction staging and materials storage shall be located on the property of the Party performing such Construction. No Party shall exercise the easements granted under this Agreement in any manner which would result in damage or injury to the improvements of any other Party, or which materially interfere with or interrupt the business operations conducted by any other Party. Each such constructing Party, at its expense, shall promptly repair, replace or restore any improvements of the Party upon whose property the construction is occurring which have been damaged or destroyed in the exercise of the easements granted under this Agreement. All Construction undertaken by a Party shall be accomplished continuously and expeditiously in conformance with generally accepted construction practices. The Party undertaking such work shall repair at its own cost and expense any and all damages caused by such work and shall restore the affected portion of the property upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work.

5. **Utility Connections.** When performing any work to connect to, repair, relocate, maintain or install any storm drain, utility line, sewer, water line, gas line, telephone conduits or any other utility service, each Party shall use diligence to effect such Construction without material interference with the provision of such services to any other Party. If such Construction cannot be accomplished during normal construction hours without disrupting the orderly development and operation of the businesses conducted on any other Party's property, the Party proposing the Construction shall notify the affected Party of the nature and extent of the

Construction and shall make an offer to the Party notified to permit that Party to require that such relocation, maintenance and repair be carried on at such times as would minimize the disruption of the orderly development and operation of any business conducted on the other Party's property. Any work of installation, alteration, replacement or repair of utility installations which requires interference of the paving in any parking area or driveway shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the other Party's property, and access of all permittees to the various business establishments at the other Party's property.

6. **Mechanic's Liens.** No Party performing Construction shall permit any mechanic's or materialmen's lien to be filed against the property of another Party by reason of such Construction. If any such lien shall at any time be filed as aforesaid, such Party may contest the same in good faith, but notwithstanding such contest, such Party shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, or otherwise. In the event such Party shall fail to release the lien of record within the aforesaid period, the Party owning the affected property may remove said lien by paying the full amount thereof, or by bonding, or in any other manner such Party deems appropriate, without investigating the validity thereof, and irrespective of the fact that the Party performing such Construction may contest the propriety or amount thereof. The Party performing such Construction shall, upon demand, pay the Party discharging such lien the full amount so paid out, together with reasonable expenses incurred in connection therewith, including reasonable attorneys' fees. Nothing set forth in this section shall be construed as a consent on the part of any Party to subject its Lot to any lien or liability under the lien laws of the State of Missouri. In no event shall any Party permit the foreclosure of any mechanic's or materialmen's lien resulting from Construction performed by such Party.
7. **Indemnification.** Each Party agrees to defend, protect, indemnify and hold harmless the other Party from and against all claims and demands, including any action or proceeding brought thereon, and all costs, loss, expenses and liabilities of any kind relating thereto, including reasonable attorney fees and cost of suit, arising out of or resulting from any construction activities performed or authorized by such indemnifying Party and in connection with its exercise of the easements under this Agreement.
8. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any property or any portion thereof to the general public or for the general public or for any public use or purpose whatsoever.
9. **Easement Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.
10. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either party to this Agreement.
11. **Miscellaneous.** This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Parent Parcel is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or

intent of this Agreement. This Agreement and any other documents executed in connection herewith , constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto.

12. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.
13. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee:	American Tower Delaware Corporation c/o American Tower 10 Presidential Way Woburn, MA 01801	To Grantor:	Raytown 9315, LLC 123 Main Street Suite 300 Kansas City, Missouri 64111
With copy to:	American Tower Delaware Corporation c/o American Tower Kurlbaum LLC 116 Huntington Avenue Boston, MA 02116 Attn: Legal Department	With copy to:	Michael J. Book Duggan Shadwick Doerr & 9101 W. 110 th St., Ste. 200 Overland Park, KS 66210

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

Raytown 9315, LLC,
a Missouri limited liability company

Signature: _____
By: _____
Its: _____
Date: _____

Acknowledgment

GRANTOR

State/Commonwealth of _____)
County of _____) ss:

On this the ____ day of _____ 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
Notary Public
My Commission Expires: _____

{Seal}

GRANTEE:

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____
By: _____
Its: _____
Date: _____

Acknowledgement

GRANTEE

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

{Seal}

Attachments:

Exhibit "A" – Parent Parcel
Exhibit "B" – Easement Area

EXHIBIT A

PARENT PARCEL

[DESCRIPTION FROM VESTING DEED TO BE INSERTED]

EXHIBIT B

EASEMENT AREA

[DESCRIPTION FROM SURVEY TO BE INSERTED]



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
08/01/2018 09:11:11 AM
EASE FEE: \$ 39.00 7 Pages

INSTRUMENT NUMBER:
2018E0066857

CROSS ACCESS EASEMENT

THIS CROSS ACCESS EASEMENT (the "Access Easement") is granted and entered into as of this 30th day of July, 2018, by and between QUIKTRIP CORPORATION, an Oklahoma corporation, having a mailing address of P.O. Box 3475, Tulsa, OK, 74101 ("Parcel Owner 1"), and Rick A. Kingcade and Stephen L. Stock, trustees pursuant to the Trust Agreement executed by Salvatore Cenci on July 19, 1971 d/b/a SALVATORE CENCI TRUST, having a mailing address of 700 W. 31st Street, Suite 501, Kansas City, MO, 64108 (collectively, "Parcel Owner 2").

WHEREAS, Parcel Owner 1 is the owner of that tract of real property, situated in the City of Raytown, Jackson County, Missouri, legally described as set forth on Exhibit A, attached hereto and incorporated herein by reference ("Parcel 1"); and

WHEREAS, Parcel Owner 2 is the owner of that tract of real property, situated in the City of Raytown, Jackson County, Missouri, legally described as set forth on Exhibit A, attached hereto and incorporated herein by reference ("Parcel 2"), and

WHEREAS, the parties to this agreement desire to create and grant a perpetual easement on, over, upon and across portions of each property (Parcel 1 and Parcel 2) for purposes of vehicular and pedestrian ingress and egress to and from Missouri Highway 350/Blue Parkway, and for all other uses expressly contemplated by this agreement; and

WHEREAS the parties agree that these easements will be over and across the areas depicted with hatched lines and labeled as the "Easement Areas" on each of Parcel 1 and Parcel 2 ("Easement Areas") on Exhibit B attached hereto;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Granting of Easements:**

- 1.1 **Parcel 1 Cross Access Easement.** The Parcel 1 Owner hereby grants and conveys for the benefit of the Parcel 2 a perpetual, non-exclusive, cross access easement for the purposes of vehicular and pedestrian ingress and egress from Parcel 2 on, over and across the Easement Area on Parcel 1.
- 1.2 **Parcel 2 Cross Access Easement.** The Parcel 2 Owner hereby grants and conveys for the benefit of the Parcel 1 a perpetual, non-exclusive, cross access easement for the purposes of vehicular and pedestrian ingress and egress from Parcel 1 on, over and across the Easement Area on Parcel 2.

2. **Maintenance.** Unless otherwise provided in this Access Easement, each party shall operate, maintain, replace and keep in good repair its respective property, in a safe and good condition and in compliance with applicable governmental laws, rules, regulations, orders and ordinances.

3. **Perpetual Easement.** The covenants, conditions, restrictions, easements and the other provisions of this Access Easement shall run with and be appurtenant to Parcel 1 and Parcel 2, and shall be binding upon the Owner(s) thereof and all successors in title or interest to any portion of Easement Areas of Parcel 1 and Parcel 2 during their respective ownership. The easements granted herein shall be

20181014 *ke*
Chicago Title Company, LLC

for the benefit of the owner of each parcel and such owner's tenants and their respective employees, agents, representatives, contractors, customers and invitees.

4. **Non Disturbance.** The parties agree that the Easement Areas on a party's property shall be subject to change from time to time by such party; provided, however, that each party agrees not to permanently disturb, impede or interfere with the reasonable use by the other party and others claiming by and through the other party of access to Missouri Highway 350/Blue Parkway over, by, and through the respective easements granted above, and each party covenants that free and uninterrupted access will at all times be maintained on and over the Easement Areas, except for temporary disturbances reasonably caused by maintenance and to prevent the vesting of prescriptive rights, except that any such disturbances shall be reasonably coordinated so as to cause the least disruption to such free access as reasonably possible.

5. **No Limitation of Remedies.** The rights and remedies contained in this Access Easement are reserved to the owners, assigns and successors, except as otherwise provided in this Access Easement, shall not be exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence in such delay or omission.

6. **Document Execution, Modification and Cancellation.** This Access Easement may be modified or canceled only by written agreement executed by the then owner(s) of Parcel 1 and Parcel 2.

7. **Reciprocal Indemnity.** Each of the parties hereto hereby agrees to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

8. **Notices.** All notices required under this Access Easement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

Parcel Owner 2:

Salvatore Cenci Trust
c/o Rick Kingcade, Trustee
700 W. 31st Street, Suite 501
Kansas City, MO 64108
Fax: (913) 800-3077

Parcel Owner 1:

QuikTrip Corporation
5725 Foxridge Drive
Mission, Kansas 66202
Attn: Director of Real Estate
Fax: (918) 994-3558

with a copy to:

QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: General Counsel
Fax: (918) 994-3594

9. **General Provisions.**

(a) **Headings.** The headings in this Access Easement are used as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Access Easement or in any way affect its terms.

(b) **Severability.** If any term or provision of this Access Easement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Access Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term and provision of this Access Easement shall be valid and shall be enforced to the extent permitted by law.

(c) **Legal Fees.** In the event of any litigation or arbitration proceedings between the parties in connection with this Access Easement, the prevailing party shall be entitled to recover its legal fees and expenses, including attorneys' fees and expenses and court costs, including any such costs incurred in connection with appeals, in connection with any such proceeding.

(d) **Governing Law.** This Access Easement shall be construed according to and governed by the laws of the State of Missouri.

[SIGNATURE AND NOTARY PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Access Easement has been executed the day and year first above written.

Parcel Owner 1:
QUIKTRIP CORPORATION
an Oklahoma corporation

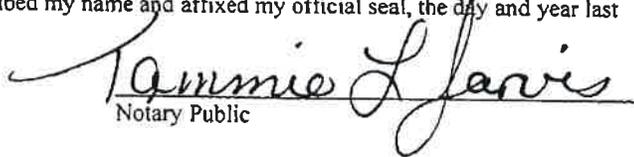
By: 
Jason Acord
Division Real Estate Manager
Date: 7/30/18

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this 30 day of July, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jason Acord, who is personally known to me to be the same person who executed the foregoing instrument of writing as such officer, and duly acknowledged the execution of the same to be the act of that company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

11/9/18
My Commission Expires


Notary Public

TAMMIE L. JARVIS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 11/9/18

**Parcel Owner 2:
RICK A. KINGCADE, TRUSTEE OF
SALVATORE CENCI TRUST**

By: *Rick Kingcade*
Rick A. Kingcade, Trustee

Date: 7-18-18

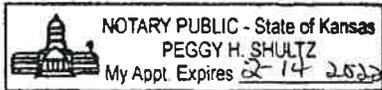
STATE OF Kansas)
) SS.
COUNTY OF Johnson)

BE IT REMEMBERED that on this 18 day of July, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rick A. Kingcade, Trustee pursuant to the Trust Agreement executed by Salvatore Cenci on July 19, 1971, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

2-14-2022
My Commission Expires

Peggy H. Shultz
Notary Public



**Parcel Owner 2:
STEPHEN L. STOCK, TRUSTEE OF
SALVATORE CENCI TRUST**

By: *Stephen L. Stock*
Stephen L. Stock, Trustee

Date: 7-20-18

STATE OF Missouri)
) SS.
COUNTY OF Wagon)

BE IT REMEMBERED that on this 20th day of July, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen L. Stock, Trustee pursuant to the Trust Agreement executed by Salvatore Cenci on July 19, 1971, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

4-3-2021
My Commission Expires

Erin L. DeJarnette
Notary Public

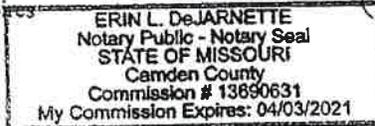


EXHIBIT A

Parcel 1:

Tract I:

All that part of the Northwest Quarter of the Southeast quarter of Section 8, Township 48, Range 32, in Raytown, Jackson County, Missouri. Described as follows: Beginning in the Southwesterly line of U.S. Highway No. 50 as now established, at a point 300 feet Southeasterly, measured on said highway line, from the intersection of said highway line with the West line of the aforesaid quarter quarter section, and running thence Southwardly parallel with said West line of said quarter quarter section to a point in a line drawn parallel with the Southwesterly line of U.S. Highway No. 50 and 200 feet distant measured radially, from said highway line; thence Southeasterly parallel with the Southwesterly line of said Highway No. 50, a distance of 304.28 feet; thence Northwardly parallel with the West line of said quarter quarter section to a point in the aforesaid Southwesterly line at said highway; thence Northwesterly along said highway line 300 feet to the point of beginning. EXCEPT: All that part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 48, Range 32, in Jackson County, Missouri, described as follows: Beginning at the intersection of the Southwesterly line of U.S. Highway No. 50 as now established with the West line of said quarter quarter section; thence Southeasterly along the Southwesterly line of said highway, a distance of 600 feet; thence South and parallel to the West line of said quarter quarter section, a distance of 85.90 feet to the point of beginning of the tract to be herein described; thence South and parallel to the East line of said quarter quarter section a distance of 175.21 feet to a point in a drawn parallel with the Southwesterly line of said U.S. Highway No. 50 and 200 feet distance, measured radially from said highway line; thence Northwesterly along the line which is 200 feet distant measured radially from said highway line, a distance of 112.22 feet; thence Northeasterly along the line radial to the curve in the Southwesterly line of said highway a distance of 133.87 feet to the point of beginning.

Tract II:

All that part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 48, Range 32, in Raytown, Jackson County, Missouri, described as follows: Beginning in the Southwesterly line of U.S. Highway No. 50 as now established at a point 600 feet Southeasterly measured along said highway line, from the intersection of said highway line with the West line of the aforesaid quarter quarter section; thence Southeasterly along said highway line a distance of 55 feet; thence Southwesterly along a line radial to the curve in the Southwesterly line of said highway, a distance of 66.13 feet; thence North and parallel with the West line of said quarter quarter section, a distance of 85.90 feet to the true point of beginning.

Tract III:

All that part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 48, Range 32, Raytown, Jackson County, Missouri, described as follows: Beginning at the intersection of the Southwesterly line of said highway, a distance of 130.00 feet; thence Southwesterly along a line radial to the curve of the Southwesterly line of said highway a distance of 200.00 feet to a point in the Northerly line of Lot 1, CENCI HEIGHTS, a subdivision of land in said County and State, said point being 30.06 feet Southeasterly from the Northwesterly corner thereof; thence Southeasterly along said Northerly line 152.57 feet to the Northeasterly corner thereof; thence Northeasterly along the Northwesterly line of Steele Road 203.69 feet to the Point of Beginning.

Parcel 2:

That part of Lot 21, "LOT 21, CENCI HEIGHTS", a subdivision in Raytown, Jackson County, Missouri, lying Southeasterly of a line drawn from a point on the Southwesterly line of U.S. Highway No. 50, said point being 241.68 feet (measured along said Highway as now established) from the West line of the Southeast 1/4 of Section 8, Township 48, Range 32, thence South 38 degrees 10 minutes 15 seconds West, 329.02 feet to a point on the West line of said 1/4 Section 410.03 feet South of the Southwesterly right of way line of said Highway.

EXHIBIT B

Parcel 1 Easement Area shall consist of paved areas within the Parcel 1 Protected Area depicted as hatched in the aerial photograph included in this Exhibit which are designed for vehicular ingress and egress, as the same may be changed from time to time, provided that the foregoing shall not inhibit the rights of the granting party to redevelop its property.

Parcel 2 Easement Area shall consist of paved areas within the Parcel 2 Protected Area depicted as hatched in the aerial photograph included in this Exhibit which are designed for vehicular ingress and egress, as the same may be changed from time to time, provided that the foregoing shall not inhibit the rights of the granting party to redevelop its property.

