

**CITY OF RAYTOWN  
BOARD OF ZONING ADJUSTMENT  
MEETING  
July 14, 2016  
7:00 P.M.**

**Raytown City Hall  
10000 East 59<sup>th</sup> Street  
Raytown, MO 64133**

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**MEETING**

**1. Open Meeting**

**2. Roll Call**

Clatanoff \_\_\_\_\_ Cook \_\_\_\_\_ Riehle \_\_\_\_\_  
Apprill \_\_\_\_\_ White \_\_\_\_\_ Wilson (Alt) \_\_\_\_\_  
Tush (Alt) \_\_\_\_\_

**3. Approval of April 14, 2016 Meeting Minutes**

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

**4. Old Business – None**

**5. New Business:**

- A. **Case #:** BZA-2016-003
- Request:** Variance to 720 square foot maximum accessory building size in a Low Density Residential (R-1) zoning district specified in Section 50-127 of the Code of Ordinances of the City of Raytown.
- Applicant:** Congregation Beth Shalom
- Location:** 5529 Ditzler Ave

- (1) Introduce application
- (2) Open Public Hearing

- (3) Swearing in of any person who may wish to speak for or against the application
- (4) Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.
- (5) 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. City of Raytown Zoning Ordinance as provided in Chapter 50 of the Raytown Code of Ordinances
  - e. City of Raytown Comprehensive Plan
- (6) Presentation of requested variance 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

**B. Case #: BZA 2016-004**

**Request: Application for a Home Occupation Accessory Use Permit as provided in Article III, Sections 50-79 through 50-86 of the City of Raytown Code of Ordinances which seeks to operate a family day care.**

**Location: 6300 Sterling Ave**

- (1) Introduce application
- (2) Open Public Hearing
- (3) Swearing in of any person who may wish to speak for or against the application
- (4) Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.

- (5) Entering of exhibits into the record:
  - a. Application for Accessory Use Home Occupation submitted by applicant
  - b. Notice of Public Hearing in the Daily Record newspaper
  - c. Notice of Public Hearing Mailed to Neighboring Property Owners,
  - d. City of Raytown Zoning Ordinance as provided in Chapter 50 of the Raytown Code of Ordinances
  - e. City of Raytown Comprehensive Plan
- (6) Presentation of requested variance 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

**5. Other Business**

**6. Set Tentative Future Meeting Date – August 11, 2016**

**7. Adjourn**

**CITY OF RAYTOWN  
BOARD OF ZONING ADJUSTMENT  
MEETING  
April 14, 2016  
7:00 P.M.**

**Raytown City Hall  
10000 East 59<sup>th</sup> Street  
Raytown, MO 64133**

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**MEETING**

**1. Open Meeting-** Mr. Pat Riehle, Chairman, opened the April 14 meeting.

**2. Roll Call**

Clatanoff: Present      Cook: Present      Riehle: Present  
Aprill: Absent      White: Present      Wilson (Alt): Absent  
Tush (Alt): Present

**3. Approval of February 11, 2016 Meeting Minutes**

- A. Changes:           None
- B. Motion:           Clatanoff
- C. Second:           Cook
- D. Vote:      For:   5        Against:   0

**4. Old Business – None**

**5. New Business:**

- A. **Case #:**      **BZA-2016-002**  
**Request:**      **Variance to thirty (30) foot front yard setback requirement of the Low Density Residential (R-1) zoning district specified in Section 50-129 of the Code of Ordinances of the City of Raytown**  
**Applicant:**    **Tamara Kagarice**  
**Location:**    **5509 Blue Ridge Boulevard**

- (1) Introduce application: Mr. Riehle introduced the application to the Board.
- (2) Open Public Hearing: Mr. Riehle opened the Public Hearing.

- (3) Swearing in of any person who may wish to speak for or against the application: George Kapke, City Attorney, swore in those wishing to speak for or against the application.
- (4) Explanation of any exparte' communication from Board of Zoning Adjustment members regarding the application.- None.
- (5) 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. City of Raytown Zoning Ordinance as provided in Chapter 50 of the Raytown Code of Ordinances
  - e. City of Raytown Comprehensive Plan
- (6) Presentation of requested variance by applicant- Ms. Tamara Kagarice, 5509 Blue Ridge Blvd., is requesting a variance for the front yard setback requirement of thirty (30) feet to install a carport for parking her large truck. The carport will be installed on an existing concrete pad that was built prior to her purchase of the property.
- (7) Request for public comment

Ms. Janice Hermerding, 5520 Blue Ridge Blvd., is opposed to the variance request. She has concerns about traffic safety at the intersection of Blue Ridge Blvd and Sterling. She believes the intersection is dangerous and has numerous accidents. She believes the carport will cause more accidents at the intersection due to its relative proximity to the intersection.
- (8) Rebuttal, if necessary, by the applicant.

Ms. Kagarice believes that the bamboo and trees on either side of the carport will sufficiently shield the carport from the street to minimize the danger posed to the street intersection.
- (9) Summary of additional information by staff.

None.
- (10) Board discussion

The board discussed the potential hazards of the intersection and adding some landscaping rock to the end of the carport to keep tires from digging up dirt.
- (11) Close public hearing

Mr. Riehle closed the public hearing.
- (12) Board decision to approve, conditionally approve or deny the application.

- a. Motion- Mr. Tush motioned to approve the application with the condition that the variance be restricted to only the proposed carport.
- b. Second- Ms. White seconded the motion.
- c. Additional Board Discussion- none.
- d. Vote- The motion passed unanimously 5-0.

**5. Other Business- None.**

**6. Set Tentative Future Meeting Date – May 12, 2016**

**7. Adjourn**

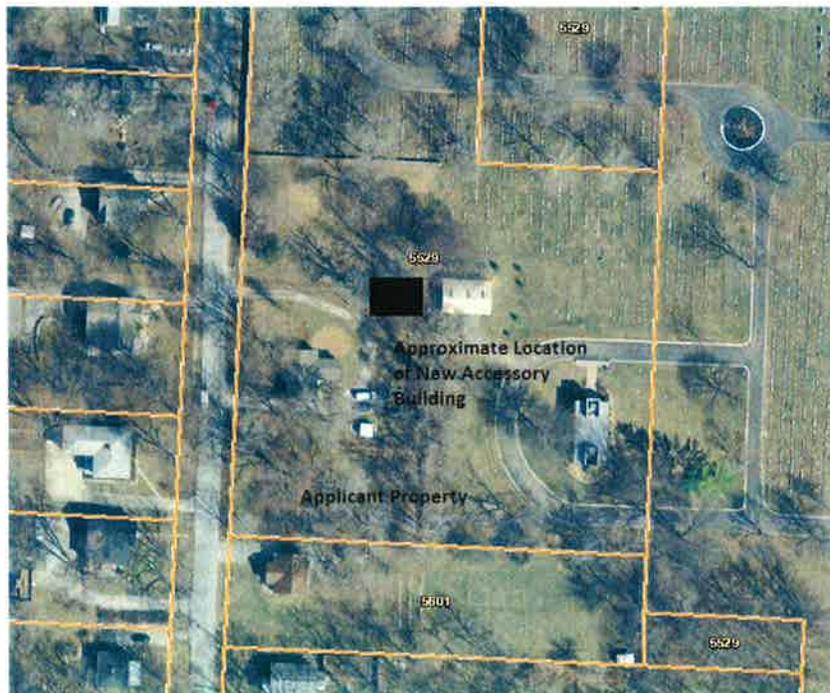
# STAFF REPORT

**To:** Board of Zoning Adjustment  
**From:** Development and Public Affairs Department  
**Date:** July 14, 2016  
**Subject:** Agenda Item No. 5.A - Case No. BZA-2016-003: Variance to 720 square foot maximum accessory building size in a Low Density Residential (R-1) zoning district specified in Section 50-127 of the Code of Ordinances of the City of Raytown

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## **BACKGROUND**

Congregation Beth Shalom is seeking approval of their application for a variance to the maximum accessory building size of 720 square feet in a Low Density Residential (R-1) District. The property to which the application applies is located at 5529 Ditzler Avenue, which is currently in use as a cemetery. Kenny Miller of Rees Masilionis Turley Architecture is serving as the agent representing Congregation Beth Shalom for the application. The applicant is seeking the variance as they would like to demolish their existing storage and maintenance shed and then build a larger one, to be used for the same purpose, twenty (20) feet to the west of the old building. The proposed building will be 1,575 square feet, which would put it in violation of Section 50-127 of the Zoning Ordinance of the City of Raytown, which states that "Accessory buildings shall not exceed 720 square feet."



## **FACTORS TO CONSIDER**

The Zoning Ordinance states 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 applicant states that the use of the property as a cemetery requires that they will need larger pieces of equipment to adequately maintain the property than would normally be required for a single-family dwelling that usually occupies an R-1 zone. As such, they need more room to safely store their equipment.

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

According to the submitted application, the variance will not impact any adjacent properties as the applicant wishes to demolish the existing storage shed and build a nicer one in the same approximate location (twenty feet to the west). The new shed will have a nicer appearance than the current one, and there will still only be one accessory building on the property. The new building will also prevent neighboring properties from having to see maintenance equipment outside when not in use. The proposed shed sets back 203 ft. from the south property line; 204 ft. from the east property line; 109 ft. from Ditzler Avenue and 342 ft. from 55<sup>th</sup> street.

- 3. 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 submitted application the existing shed is in disrepair and also no longer big enough to adequately and safely hold the equipment that is necessary for maintenance of the cemetery.

- 4. 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.)*

According to the applicant, the proposed variance will not be contrary to the general spirit and intent of the zoning ordinance as they are not adding any additional accessory buildings, and the use of the property as a cemetery is not a typical use in an R-1 zone.

- 5. 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.)*

According to the applicant the variance is the minimum necessary as it would cover the required amount of space to store all of the cemetery's equipment in one building.

**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.

<b>FACTORS</b>	<b>POSSIBLE FINDINGS OF FACT FOR APPROVAL OF THE REQUESTED VARIANCE</b>	<b>POSSIBLE FINDINGS OF FACT FOR DENIAL OF THE REQUESTED VARIANCE</b>
<p><u>Uniqueness</u> <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 is unique as the property is used as a cemetery in an R-1 zone, making its requirements for property maintenance exceed those of a typical single-family dwelling and the property is approximately 16 acres and can accommodate a building of this size.</p>	<p>The variance is not unique as the applicant is creating a larger maintenance shed to replace an existing maintenance shed that is already a nonconforming accessory building (larger than 720 square feet).</p>
<p><u>Effects on Adjacent Properties</u> <i>(The granting of the variance will not adversely</i></p>	<p>The variance will not impact any adjacent properties as the proposed maintenance</p>	<p>The maintenance shed will be located twenty (20) feet closer to Ditzler Ave than the previous maintenance</p>

<i>affect the rights of adjacent property owners or residents.)</i>	building will setback at least 110 feet from all property lines. Also a stone wall exists along 55 <sup>th</sup> Street which will provide screening from the north.	shed. This will make it easier to for adjacent property owners to see the building.
<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>	Denial of the variance will result in the applicant not being able to adequately and safely store expensive maintenance equipment that is necessary for the proper upkeep of the property.	The applicant cemetery is comprised of multiple parcels. It is therefore feasible for the applicant to build several smaller sheds, one on each parcel, that would fit under the 720 square foot maximum.
<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>	The proposed variance will not be contrary to the general spirit and intent of the zoning ordinance as it will not hinder traffic or pedestrians who walk in the area.	The proposed variance will be contrary to the general spirit and intent of the zoning ordinance as the proposed building is more than 100% larger than the ordinance permits.
<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>	The variance is the minimum necessary as the existing shed is not big enough to store all of the equipment the applicant owns and needs to maintain the cemetery properly.	The existing maintenance shed is already over the maximum size allowed for an accessory building in an R04 R-1 zone.

If the Board finds the conditions to be favorable and approves the variance, it should consider adding the following conditions:

1. The maintenance building will be located on the site as shown on the plan and will not exceed 1575 sq. ft.
2. Staff shall approve the height and design of the building including elevations and building materials.
3. The existing maintenance building will be removed when the new building is occupied.

Case Number: BZA 2016-003  
Date Received: 06/09/2016  
Fee Paid: \$250.00

**CITY OF RAYTOWN  
APPLICATION TO BOARD OF ZONING ADJUSTMENT  
FILING FEE \$250.00**

1. I hereby apply for:

         Appeal from an administrative decision  
  X   Variance from any specific requirement  
(Specify Section) 50-127 (7)

2. Name of Property Owner (as appears on deed): Congregation Beth Shalom

3. Phone Number: (913) 647-7279

4. Address of Property Owner: 14200 Lamar Ave, Overland Park. KS 6223

5. Email: \_\_\_\_\_

6. Signature of Owner: Elaine Levine, Executive Director

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

Name: Kenny Miller kenny@rmta.biz

Phone: (816) 502-1549

Address 2000 Shawnee Mission PKWY Suite 100, Mission Woods, KS 66205

8. The property to which this application applies is located at: \_\_\_\_\_  
5529 Ditzler Avenue

Approximate Address (If address is currently unassigned): \_\_\_\_\_

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

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

10. Please describe what you wish to do that the Zoning Ordinance prohibits: \_\_\_\_\_  
We wish to construct a new accessory work shed building to house  
cemetery maintenance equipment that would replace an existing  
building. The new building would exceed the maximum 720sf allowed by  
the zoning ordinance.

11. The proposed variance (or exception) would not be contrary to public health, safety and the public interest because: \_\_\_\_\_  
The new building is the replacement of an existing storage building that is  
currently being used for the same purposes. The existing building (which  
also exceeds the sf limit) is in poor condition and is not large enough to  
adequately fit the storage needs of the cemetery staff.

12. The literal enforcement of the zoning regulations will result in the following unnecessary hardships: \_\_\_\_\_  
The existing storage building is in such a condition that it needs to be  
removed. Without the ability to construct this new storage building the  
equipment utilized by the cemetery staff will be not be able to be stored  
in a secure environment and will be exposed to the elements. It will also  
be in view of those visiting the cemetery and surrounding neighbors.

13. 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: This parcel is a cemetery that is located in a R-1 residential zoning district. Being a cemetery there are larger pieces of equipment that are needed for the day to day operations which are not typically needed for a single family residence.

14. The proposed development or variance would not adversely affect the rights of adjacent property owners because: This is the replacement of an existing building already on the parcel so the adjacent neighbors will notice no change to the number of accessory buildings on the site. They will notice a nicer building that will be able to conceal all the cemetery equipment from their view.

15. The proposed development would not be contrary to the general spirit and intent of the zoning ordinance because: The zoning district allows for accessory buildings of this type but with the cemetery not being a typical use for this district there are needs for the housing of larger equipment that exceed the intent for the smaller buildings stipulated in the ordinance.

16. The variance (or exception) requested is the minimum needed to make possible the reasonable use of the land or structure because: Following consultation with cemetery staff and the measurement of their existing equipment the building has been sized the minimum amount needed to fit all of their needs.

I 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
- 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.

**CHECKLIST FOR**  
**BOARD OF ZONING ADJUSTMENT**

Date Completed

✓

**APPLICATION FEE AND LEGAL NOTICE FEE TOTALING \$250**

N/A ✓

**WRITTEN AND SIGNED CERTIFICATION FROM COUNTY TREASURER THAT ALL PROPERTY TAXES FOR THE PARCEL HAVE BEEN PAID IS ATTACHED.**

✓

**WRITTEN AND SIGNED CERTIFICATION FROM THE CITY FINANCE DEPARTMENT THAT ALL OCCUPATIONATIONAL LICENSES FOR THE PARCEL ARE CURRENT IS ATTACHED.**

✓

**COPY OF DEED WITH EXACT LEGAL DESCRIPTION IS PROVIDED.**

✓

**SITE PLAN DEPICTING LAND ASSOCIATED WITH THE REQUEST.**

A sketch plan, drawn to scale, showing the location and exterior dimensions of all existing and proposed structures, yard improvements, landscaping, off street parking areas, driveways, signs, all required setback, and right-of-ways, traffic, pedestrian walks and areas, storm water drainage facilities and exterior lighting fixtures in relation to parcel boundaries and adjacent right-of-ways and location of public utilities.

N/A ✓

**IF SIGN, DRAWING ILLUSTRATING THE PROPOSED SIGN.**

# Property Tax Account Summary

[Direct Link to Jackson County Assessment Profile](#)

Parcel Number 32-830-01-14-00-0-00-000 Property Address 5529 DITZLER AVE , RAYTOWN, MO 64133

**General Information**

Property Description GREENE J H ACRES LOTS 2-5  
 Property Category Land and Improvements  
 Status Active, Host Other Property, Locally Assessed  
 Tax Code Area 022

**Property Characteristics**

Property Class 2010

**Parties**

Role	Percent	Name	Address
Taxpayer	100	BETH SHALOM CONGREGATION	9400 WORNALL RD, KANSAS CITY, MO 64114 UNITED STATES
Owner	100	BETH SHALOM CONGREGATION	9400 WORNALL RD, KANSAS CITY, MO 64114 UNITED STATES

**Property Values**

Value Type	Tax Year 2015	Tax Year 2014	Tax Year 2013	Tax Year 2012	Tax Year 2011
Market Value Total	217,263	217,263	217,263	217,263	217,263
Taxable Value Total	0	0	0	0	0
Assessed Value Total	69,524	69,524	69,524	69,524	69,524

**Active Exemptions**

E08 Cemetary

No Charges are currently due.

No Charge Amounts are currently due for this property. If you believe this is incorrect, please contact the Taxpayer Services Unit at (816) 881-3232.

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

**Distribution of Current Taxes**

District	Amount
BOARD OF DISABLED SERVICES	0.000000
CITY - RAYTOWN	0.000000
FIRE DISTRICT - RAYTOWN	0.000000
JACKSON COUNTY	0.000000
MENTAL HEALTH	0.000000
METRO JUNIOR COLLEGE	0.000000
MID-CONTINENT LIBRARY	0.000000
RAYTOWN SCHOOL C-II	0.000000
STATE BLIND PENSION	0.000000

**Receipts**

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
No Events Found					

**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.

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 Version 1.0.5228.20119

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Sellers reserve the right to retain possession of the premises during their lifetime and so long as either of them occupy the premises as a residence. In the event of the death or the termination of possession as a residence by both sellers, the right of possession shall thereupon vest in buyers and all rights to possession by sellers shall cease and determine.

Sellers shall maintain the premises and make any and all repairs which may be required by them, at their own expense.

Sellers shall not be obligated to pay any rental for the premises during their period of occupancy of same as a residence.

Buyers shall keep in full force and effect, fire and extended coverage insurance in the amount of \$12,500.00, on the buildings. Buyers reserve the right at any time, at its option, in the event of total destruction to cause said buildings to be rebuilt, and this agreement shall thereupon remain in full force. In the event buyers shall exercise their option not to rebuild the premises, then in the event of total destruction of the premises, the buyers shall pay to the sellers an additional sum as purchase price of \$2,500.00. In the event of partial destruction by any cause, the same shall be repaired by buyers without cost to the sellers within a reasonable time.

Buyers are authorized to take possession of all that portion of the land herein described, commencing on a line five feet in the rear of the garage and tool shed now located on the premises, immediately upon delivery of deed.

by the buyer....., and this contract may or may not be thereafter operative, at the option of the seller.....

Time is of the essence of this contract.

IN WITNESS WHEREOF, Said parties herunto subscribe their names.

Executed in triplicate

Walter T. Durbik,  
Katherine S. Saunders

The seller..... to pay all taxes, general and special, and all assessments, which are a lien on said property and can be paid at the date of this contract, except that all general state, county, school and municipal taxes (exclusive of rebates, penalties or interest) payable during the calendar year in which the deed is delivered, shall be pro-rated between the seller..... and the buyer..... on the basis of the said calendar year, as of the date of delivery of the deed. If the amount of such taxes cannot then be ascertained, pro-ration shall be computed on the amount of the general taxes for the preceding calendar year.....

~~The seller shall, within ten days from the date hereof, deliver to the buyer..... or at the office of..... a complete abstract of title to said property from the United States Government to this date with certificates by competent abstractors as to taxes, judgments and mechanics' liens affecting said property.~~

The seller..... shall, within ten days from the date hereof, deliver to the buyer..... or at the office of..... a complete abstract of title to said property from the United States Government to this date with certificates by competent abstractors as to taxes, judgments and mechanics' liens affecting said property. The buyer..... shall have ten days after such delivery of abstract to examine the same.

If the title be good, the seller..... shall deliver for the buyer..... at the office of said..... Warranty Deed, properly executed and conveying said property free and clear from all liens and encumbrances whatsoever, except as herein provided; the buyer..... shall then and there pay the balance, if any, of said cash payment, ~~to the seller..... the more and more of that, if any, herebefore provided for, and furnish the title..... with insurance policy containing loss clause payable to the seller..... interest, may appear;~~

the buyer..... to accept assignment of insurance now in force, paying therefor the unearned value pro-rated at present current rate. If the title is defective the buyer..... shall specify the objections in writing and deliver the same to or for the seller..... at the office of..... within ten days after such delivery of the abstract, the seller..... shall have the defects rectified within thirty days from date of delivery of such objections, but in case such defects in the title cannot be rectified within that time, this contract shall be null and void, and the money deposited as aforesaid shall be returned to the buyer..... and the abstract returned to the seller..... Seller..... may, at..... option, furnish a Title Insurance Policy on the property herein sold in place of the abstract herebefore provided for.

If the seller..... has..... kept..... part of this contract, by furnishing good title as herein provided, and the buyer..... fail to comply with the requirements within five days thereafter, then the money deposited as aforesaid shall be forfeited by the buyer....., and this contract may or may not be thereafter operative, at the option of the seller.....

Time is of the essence of this contract.

IN WITNESS WHEREOF, Said parties herunto subscribe their names.

Executed in triplicate

*Walter T. Savelly*  
*Katherine S. Sandifer*

### **NOTICE OF PUBLIC HEARING**

Application: Request for a variance to the maximum size of an accessory building allowed in an R-1 (Low Density Residential) District as specified in Section 50-129 of the Code of Ordinances of the City of Raytown.

Location: 5529 Diztler Avenue, Raytown, MO 64133

Notice is hereby given that the City of Raytown Board of Zoning Adjustment will hold a public hearing regarding the above-described application on Thursday, July 14, 2016 at 7:00 p.m., at Raytown City Hall located at 10000 East 59<sup>th</sup> Street, Raytown, Missouri.

The public is hereby invited to attend the public hearing and be heard.

Certified for publication this 27<sup>th</sup> day of June 2016.



**Development & Public Affairs Department**  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6014  
[www.raytown.mo.us](http://www.raytown.mo.us)

July 5, 2016

**Notice of Public Hearing  
to be held by the  
City of Raytown Board of Zoning Adjustment  
On July 14, 2016 at 7:00 pm**

Notice is hereby given that the City of Raytown Board of Zoning Adjustment will hold a public hearing to consider an application for a variance to the maximum size of an accessory building allowed in an R-1 (Low Density Residential) District as specified in Section 50-127 of the Code of Ordinances of the City of Raytown. The property to which the variance applies is located at 5529 Ditzler Avenue in Raytown, MO and contains a cemetery.

The variance is being requested as the property owner is proposing to construct an accessory building to be used as storage for maintenance equipment on the property that, as proposed, would exceed the maximum size allowed of 720 square feet.

The public hearing before the City of Raytown Board of Zoning Adjustment to consider the proposed application will be held on Thursday, July 14, 2016 at 7:00 p.m. in the Council Chambers at Raytown City Hall located at 10000 East 59<sup>th</sup> Street in Raytown, Missouri. You are invited to attend the public hearing to provide input and / or ask questions regarding the application.

If, prior to the public hearing on this application, you would like additional information regarding this application, you may contact the City of Raytown Development and Public Affairs Department located in the Raytown City Hall at 10000 East 59<sup>th</sup> Street, by e-mail at [rayh@raytown.mo.us](mailto:rayh@raytown.mo.us) or by telephone at (816) 737-6011.

Sincerely,

Ray Haydaripoor  
Acting Director of Development & Public Affairs Department  
City of Raytown

PARK ROBERT J & WF  
5612 CRESCENT  
RAYTOWN MO 64133

CRESENT CREEK REVITALIZATION LLC  
7509 NW TIFFANY SPRINGS TFWY STE  
200  
KANSAS CITY MO 64153

CRESENT CREEK REVITALIZATION LLC  
7509 NW TIFFANY SPRINGS TFWY STE  
200  
KANSAS CITY MO 64153

BECKWITH CASSANDRA R  
5705 ELM AVE  
KANSAS CITY MO 64133

HICKORY GLOBAL LLC  
8509 N SYCAMORE AVE  
KANSAS CITY MO 64157

CRESENT CREEK REVITALIZATION LLC  
7509 NW TIFFANY SPRINGS TFWY STE  
200  
KANSAS CITY MO 64153

LAND TRUST OF JACKSON COUNTY  
MISSOURI  
4035 CENTRAL ST  
KANSAS CITY MO 64111

RINEHART STANLEY & SALLY  
9320 E 57TH TER  
RAYTOWN MO 64133-3351

SMITH ROBERT W & R JO ANN-TR  
9316 E 57TH TER  
RAYTOWN MO 64133

SMITH ROBERT W & R JO ANN-TR  
9316 E 57TH TER  
RAYTOWN MO 64133

TYSON PHYLLIS PRINCE  
5701 ELM  
RAYTOWN MO 64138

HUMMELGAARD KRISTIN L  
9300 E 57TH ST  
RAYTOWN MO 64133

BETH SHALOM CONGREGATION  
14200 LAMAR  
OVERLAND PARK KS 66223

EBERT ANDREW S & SHERIDAN L  
5620 CRESCENT AVE  
KANSAS CITY MO 64133

COOK JOSEPH P & CHARLOTTE A  
5625 DITZLER ST  
RAYTOWN MO 64133

ROBERTSON WANDA L  
5616 CRESCENT  
RAYTOWN MO 64133

BETH SHALOM CONGREGATION  
9400 WORNALL RD  
KANSAS CITY MO 64114

BORTHWICK CORPORATION  
8200 MAPLE LN  
PRAIRIE VILLAGE KS 66208

ULURU PROPERTIES LLC  
9824 W 115TH TER  
OVERLAND PARK KS 66216

BURNS CARINNE  
5604 CRESCENT AVE  
RAYTOWN MO 64133

LATTA JOHN K  
7108 E 67TH ST  
KANSAS CITY MO 64133

DODD JEFFREY S  
5600 CRESCENT  
RAYTOWN MO 64133

CONGREGATION BETH SHALOM  
14200 LAMAR  
OVERLAND PARK KS 66223

MOORE MARK V & JUTTA E  
5532 CRESCENT AVE  
RAYTOWN MO 64133

DAVIS STEVEN L-TRUSTEE  
5601 DITZLER AVE  
RAYTOWN MO 64133

HARTLEIN AMY JO  
5528 CRESCENT DR  
RAYTOWN MO 64133

BAXTER RAYMOND D-TR &  
608 N PREWITT  
NEVADA MO 64772

FENTON PAUL  
7442 CRANER AVE  
SUN VALLEY CA 91352

YOUNG TRACY A  
5520 CRESCENT  
RAYTOWN MO 64133

PARKER VICTOR L & KELLY  
9405 E 55TH ST  
RAYTOWN MO 64133

JULO JOHN  
5228 WOODSON RD  
RAYTOWN,MO64133

FONTEINSTAD 4 LLC  
3500 SADDLE RIDGE DR  
INDEPENDENCE,MO64057

HIDDEN LAKE REALTY LLC  
65 E STATE ST 16TH FLOOR  
COLUMBUS,OH43215

HIDDEN LAKE REALTY LLC  
65 E STATE ST 16TH FLOOR  
COLUMBUS,OH43215

CARAHER RAYMOND F & WENDY  
LYNN  
5206 BLUE RIDGE BLVD  
RAYTOWN,MO64133

MCDONALDS CORP 24-0157  
11 E 2ND ST STE D  
LEES SUMMIT,MO64063

CARWASH PLAZA LLC  
5577 BLUE RIDGE BLVD  
RAYTOWN,MO64133

SALINAS TERESA M  
12121 E 49TH ST  
KANSAS CITY,MO64133

BRUSH MERLENE G  
5235 BLUE RIDGE BLVD  
RAYTOWN,MO64133

CARWASH PLAZA LLC  
5577 BLUE RIDGE BLVD  
RAYTOWN,MO64133

GAHM GARY B & ALTHA E  
5227 BLUE RIDGE BLVD  
RAYTOWN,MO64133

REPINE ERIC  
5225 BLUE RIDGE BLVD  
KANSAS CITY,MO64133

MONOPOLY ACQUISITIONS LLC  
6140 RAYTOWN RD  
RAYTOWN,MO64133

BROOKS THOMAS M & KAREN A  
5123 WOODSON RD  
RAYTOWN,MO64133

DOZIER ADAM W & JAMIE K  
5215 BLUE RIDGE BLVD  
RAYTOWN,MO64133

STAFF REPORT

**To:** Board of Zoning Adjustment  
**From:** Community Development Department  
**Date:** July 14, 2016  
**Subject:** Agenda Item No. 5.B - Case No. BZA-2016-004:  
Application for a Home Occupation Accessory Use Permit as provided in Article III, Sections 50-79 through 50-86 of the City of Raytown Code of Ordinances which seeks to operate a family day care.

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**BACKGROUND**

Satira Green and Roshenna Leverette are seeking approval of their Home Occupation Accessory Use Permit application for a proposed family day care at 6300 Sterling Avenue. The applicant seeks the Home Occupation Accessory Use Permit due to their wish to use the garage of the single-family dwelling on the property as the interior floor space for the family day care business. Section 50-127 of the Zoning Ordinance states that for home occupations “Garages or carports, whether attached or detached, shall only be used for the storage of automobiles related to the home occupation.” The desire of the applicant to locate the family day care within the garage requires that they receive a Home Occupation Accessory Use Permit.



## FACTORS TO CONSIDER

The Zoning Ordinance states that the Board of Zoning Adjustment may issue a permit if the proposed accessory home occupation is compatible with the surrounding neighborhood. In reaching its determination, the Board may add conditions on the following items, among others that the Board feels are appropriate to ensure that the business continues to be compatible with the surrounding uses in the neighborhood in which it is located:

**1. Hours of operation.**

According to the submitted application, the hours of operation would be from 6:00 am to 6:30 pm Monday through Friday.

**2. Signage.**

According to the submitted application, there will be no signage on the property for the business.

**3. Employment of individuals who do not reside on the property.**

According to the submitted application, no individuals will be employed that do not reside on the property.

**4. Outdoor storage.**

According to the submitted application, there will be no outdoor storage associated with the business.

**5. Need for an Occupation License.**

The type of business proposed does require issuance of an occupation license from the City of Raytown. The applicant is aware of this requirement and has indicated in her application that upon approval of her accessory use home occupation application she will obtain all required Occupational License(s).

There are several additional requirements the applicant will need to comply with in order to obtain an Occupational License for a family day care in the Zoning Ordinance that the Board should consider:

- i. The family day care must be operated by a person who resides in the single family dwelling. As previously stated the applicant will not have any additional employees that do not reside at the dwelling.*
- ii. Care is provided to no more than five children not related to the day care provider, at any one time. The license the applicant has received from the State of Missouri, included with this Staff Report, allows for up to ten (10) children to be present on location at once. However, the Zoning Ordinance only allows for up to five (5). The Board can consider limiting the Accessory Use Home Occupation to allow for only five (5) children not related to the day care provider to be on site at any one time, or consider granting an accessory use to allow for up to ten (10) children at one time during business hours.*
- iii. At least 500 square feet of contiguous, compact outside play area in the rear yard of the premises must be available for outside recreation of children. It is the opinion of Staff that the applicant currently has the backyard space available to meet this requirement.*
- iv. Play area must be enclosed with a fence at least 60 inches in height. It is*

the opinion of Staff that the applicant currently does not meet this requirement. There is a fence around the back patio, but it is not completely enclosed, and does not appear to be large enough for 500 square feet of contiguous, compact outside play area. Staff feels it is especially important that the applicant be required to comply with this standard given the property is a corner lot, and its side yard abuts 63<sup>rd</sup> St, a very busy street.

- v. *An off-street, unobstructed, paved parking area for the pick-up and drop off of participants must be provided.* The Zoning Ordinance additionally lists that this parking area must accommodate up to three (3) off-street parking spaces for the pick-up and drop off of children. Staff does not feel that the driveway to the house currently is large enough to meet this standard of three (3) off-street parking spaces.
- vi. *Any body of water, natural or manmade, must be fenced and secured in accordance with this Code.* There are currently no bodies of water, natural, or manmade, on the property.
- vii. *No family day care home shall be located within 1,200 feet of any other type of day care, as measured from nearest property line to nearest property line.* Staff is not aware of any licensed family day care home currently operating within 1,200 feet of the applicant property.

#### **6. Parking.**

According to the submitted application, there is an existing driveway that the applicant states is long and wide enough to provide adequate parking for customers. Staff has a concern, however, about the size of the driveway's ability to accommodate three off-street parking spaces, as required by Section 50-128.

#### **7. Traffic.**

The proposed business will generate traffic as customers will come to the house during business hours which are Monday through Friday between 6:00 am and 6:30 pm. The number of customers and the resulting amount of traffic will be equivalent to that required to accommodate the pickup and delivery of up to 10 children at the day care each day.

### **RECOMMENDATION**

It is the recommendation of staff that the application be approved subject to the following conditions:

1. A concrete or asphalt pad wide enough to accommodate the parking of at least one vehicle be added to the north side of the house or driveway and connected to the driveway to meet the requirement of three parking spaces.
2. A PVC-vinyl, or material of similar durability, fence is to be installed to completely enclose, with a gate that is capable of being locked, at least 500 square feet of the rear yard, to be at a minimum height of at least sixty (60) inches.
3. The applicants comply with all applicable local, state and federal laws and regulations.
4. The hours of operation are limited to the hours indicated in the application.
5. No individuals shall be employed that do not reside on the property.



Case Number: B2A 2016-007  
Date Received: 6.10.2016  
Fee: \$250.00 *pd.*

**CITY OF RAYTOWN  
BOARD OF ZONING ADJUSTMENT  
HOME OCCUPATION ACCESSORY USE PERMIT APPLICATION**

1. Address of property on which Home Occupation is proposed: 6300 Sterling Ave Raytown Mo 64133
2. Name of Property Owner (as appears on deed): SATIRA Green + Rosheanna Laverette  
*Email: satrra@sbcglobal.net*
3. Phone Number: 816-503-9998
4. Address of Property Owner: Same
5. Signature of Owner: Satira Green / Rosheanna Laverette
6. *OPTIONAL* If I appoint the following person as my agent during consideration of my request.  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
7. Deed with Legal Description: (Please attach separate sheet)
8. Name and address of owners of all property located within 185 feet of the property on which the Home Occupation Accessory Use Permit would be located.

Return To:

**BOKF, NA DBA Bank of Kansas City**  
**P.O. Box 35688**  
**Tulsa, OK 74153**

Full Legal Description located on page 2

[Space Above This Line For Recording Data]

State of Missouri

## DEED OF TRUST

FHA Case No.

291-5118629-703

THIS DEED OF TRUST ("Security Instrument") is made on **June 05, 2015**  
The Grantor is **Satira Green and Roshenna Leverette, Each A Single Person**

("Borrower")

whose address is **4130 S Jackson Dr, Independence, MO 64057**

The trustee is **Pat Piper**

**P.O. Box 35688, Tulsa, OK 74153**

("Trustee"). The beneficiary is **BOKF, NA DBA Bank of Kansas City**

which is organized and existing under the laws of **The United States of America**, and

whose address is **P.O. Box 35688, Tulsa, OK 74153**

("Lender"). Borrower owes Lender the principal sum of

**Eighty Two Thousand Four Hundred Seventeen And Zero/100**

Dollars (U.S. **\$82,417.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **June 01, 2045**

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **JACKSON** County, Missouri:

**Lot 1, WOODSON HILLS, a subdivision in Raytown, Jackson County, Missouri.**

Parcel ID Number:

which has the address of **6300 Sterling Avenue**

**Raytown**

[City] Missouri **64133**

[Street]  
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary,

and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

**(b) Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

**(c) No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

**(d) Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

**(e) Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any

other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. **Lease of the Property.** Trustee hereby leases the Property to Borrower 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: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Growing Equity Rider    | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider |  |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

Satira Green (Seal)  
Satira Green -Borrower

\_\_\_\_\_

Roshenna Leverette (Seal)  
Roshenna Leverette -Borrower

\_\_\_\_\_ (Seal)  
-Borrower



# JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

No Taxes  
For 2015

RECEIPT NUMBER: 8610848

Page 1 of 2

Entered: 9/30/2014 1:09 PM

Cashier: buckjud

Printed By: RTBPS1

Interest Date: 9/30/2014

Drawer: 109

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
			\$1.41	\$0.00	Adjustments
		<b>Amount Applied</b>	<b>\$1.41</b>	<b>\$0.00</b>	<b>Unpaid Balance Amount</b>

Situs Address:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
45-140-02-01-00-0-00-000	2014	022	\$2,087.34	\$0.00	A/V Principal-Residential
		<b>Amount Applied for Tax Year 2014</b>	<b>\$2,087.34</b>	<b>\$0.00</b>	<b>Unpaid Balance Amount for Tax Year 2014</b>

Agency	Amount
JACKSON COUNTY	\$116.6288
MID-CONTINENT LIBRARY	\$72.5952
RAYTOWN SCHOOL C-II	\$1,433.7560
CITY - RAYTOWN	\$125.2041
FIRE DISTRICT - RAYTOWN	\$233.6659
BOARD OF DISABLED SERVICES	\$17.0826
METRO JUNIOR COLLEGE	\$53.8566
MENTAL HEALTH	\$27.7450
STATE BLIND PENSION	\$6.8058

Situs Address: 6300 STERLING AVE, RAYTOWN

Legal Description: WOODSON HILLS  
LOT 1

**Total Paid on This Receipt: \$2,088.75**

**Settlement of Legal Action**

Run: 6/10/2016 9:58:27 AM

End of Receipt Number 8610848: 1 Page

Notes:

\*Interest and penalty will be assessed on any unpaid balance amount. The unpaid balance amount shown on this receipt is valid as of time of payment. Changes in the taxable value may alter your unpaid balance amount.

PAYER:

UNITED STATES OF AMERICA  
% U S ATTORNEY'S OFFICE  
400 E 9TH STREET ROOM 5510  
KANSAS CITY MO 64106

OWNER:

GREEN SATIRA & LEVERETTE ROSHENNA  
6300 STERLING AVE  
RAYTOWN MO 64133



JACKSON COUNTY JOINT GOVERNMENTAL  
**TAX PAYMENT RECEIPT**

RECEIPT NUMBER: 8610848

Page 2 of 2

Entered: 9/30/2014 1:09 PM

Cashier: buckjud

Printed By: RTBPS1

Interest Date: 9/30/2014

Drawer: 109

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

**PAYER:**

UNITED STATES OF AMERICA  
% U S ATTORNEY'S OFFICE  
400 E 9TH STREET ROOM 5510  
KANSAS CITY MO 64106

**OWNER:**

GREEN SATIRA & LEVERETTE ROSHENNA  
6300 STERLING AVE  
RAYTOWN MO 64133

**NOTICE OF PUBLIC HEARING**

Application: Home Occupation Accessory Use Permit, as provided for in Article III, Sections 50-79 through 50-86 of the City of Raytown Code of Ordinances, which seeks to operate a family day care.

Location: 6300 Sterling Avenue, Raytown, MO 64133

Notice is hereby given that the City of Raytown Board of Zoning Adjustment will hold a public hearing regarding the above-described application on Thursday, July 14, 2016 at 7:00 p.m., at Raytown City Hall located at 10000 East 59<sup>th</sup> Street, Raytown, Missouri.

The public is hereby invited to attend the public hearing and be heard.

Certified for publication this 27<sup>th</sup> day of June 2016.



Development & Public Affairs Department

10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133  
(816) 737-6014  
[www.raytown.mo.us](http://www.raytown.mo.us)

July 5, 2016

**Notice of Public Hearing  
to be held by the  
City of Raytown Board of Zoning Adjustment  
On July 14, 2016 at 7:00 pm**

Notice is hereby given that the Raytown Board of Zoning Adjustment will hold a public hearing to consider an application for an application for a Home Occupation Accessory Use Permit, as specified in Article III, Section 50-79 through 50-86 of the Code of Ordinances for the City of Raytown. The property to which the Home Occupation Accessory Use applies is located at 6300 Sterling Avenue in Raytown, MO and contains a single family dwelling and seeks to operate a family day care.

The Home Occupation Accessory Use is being requested as the property owner is proposing to operate a family day care out of the single family dwelling located on the property.

The public hearing before the City of Raytown Board of Zoning Adjustment to consider the proposed application will be held on Thursday, July 14, 2016 at 7:00 p.m. in the Council Chambers at Raytown City Hall located at 10000 East 59<sup>th</sup> Street in Raytown, Missouri. You are invited to attend the public hearing to provide input and / or ask questions regarding the application.

If, prior to the public hearing on this application, you would like additional information regarding this application, you may contact the City of Raytown Development and Public affairs Department located in the Raytown City Hall at 10000 East 59<sup>th</sup> Street, by e-mail at [rayh@raytown.mo.us](mailto:rayh@raytown.mo.us) or by telephone at (816) 737-6011.

Sincerely,

Ray Haydaripoor  
Acting Director of Development & Public Affairs Department  
City of Raytown

SCHELL WANDA M  
6304 STERLING AVE  
RAYTOWN MO 64133

AMBS DAVID & WALL MIRANDA  
6307 STERLING AVE  
RAYTOWN MO 64133

PALMER RODNEY E & BRENDA S  
6312 STERLING AVE  
RAYTOWN MO 64133

ENG SITH & BUNTHOEUN  
6314 STERLING AVE  
RAYTOWN MO 64133

BROOKS JANE L  
6308 STERLING AVE  
RAYTOWN MO 64133

STARR YOKO N  
6305 STERLING AVE  
RAYTOWN MO 64133

VANAUSDALL LEEANN RAE  
11205 E 63RD ST  
RAYTOWN MO 64133

WILLIAMS DIANA M  
11201 E 63RD ST  
RAYTOWN MO 64133

GREEN SATIRA & LEVERETTE ROSHENNA  
6300 STERLING AVE  
RAYTOWN MO 64133

MURPHY CHERYL  
11225 E 63RD ST  
RAYTOWN MO 64133

FRAZIER JOHN D LOUIS & DYONNA JO  
11223 E 63RD ST  
RAYTOWN MO 64133

TRAN TINH VAN &  
6217 CRISP AVE  
RAYTOWN MO 64133

NGO HOLLY HUONG  
6216 CLAREMONT AVE  
RAYTOWN MO 64133

WRIGHT TERE L  
6217 CLAREMONT AVE  
RAYTOWN MO 64133

ROLLINS TAUREAN  
6216 CRISP AVE  
RAYTOWN MO 64133

CREWS WILLIAM H & WF  
6212 CLAREMONT AVE  
RAYTOWN MO 64133

DUARTE RACHEL L  
6212 CRISP AVE  
RAYTOWN MO 64133

MAIS CURTIS P & KELLY A  
6215 CRISP AVE  
RAYTOWN MO 64133