

CITY OF RAYTOWN
PLANNING & ZONING COMMISSION
AGENDA

February 6, 2020
7:00 pm

Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson:	Thurman:	Emerson:
Bettis:	Robinson:	Frazier:
Stock:	Dwight:	

3. Approval of January 16, 2020, Special Meeting Minutes

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

4. Old Business: None.

5. New Business

A. Case No.: PZ-2020-02

Applicant: Stephen Jones, Owner of Recon Auto

**Reason: Conditional Use Permit for Used Vehicle Sales for an existing Vehicle Repair Shop
Located at 7609 Raytown Road in a Highway Commercial, HC, zone.**

- 1. Introduction of Application by Chair
- 2. Explanation of any exparte' communication from Commission members regarding the application
- 3. Enter Additional Relevant City Exhibits into the Record:
 - a. Staff report
 - b. Application Supporting Documents

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

B. Case No.: PZ-2020-03

Applicant: Doug White, Right Way Auto and Erin Bardon, BnB Design

Reason: Conditional Use Permit for Used Vehicle Sales to be located at 6824/6840 Blue Ridge Blvd. in a Highway Commercial, HC, zone.

1. Introduction of Application by Chair
2. Explanation of any exparte' communication from Commission members regarding the application
3. Enter Additional Relevant City Exhibits into the Record:
 - a. Staff report
 - b. Application Supporting Documents
 - c. Site Photos
4. Introduction of Application by Staff
5. Presentation of Application by Applicant
6. Request for Public Comment by Chairman
7. Additional Staff Comments and Recommendation
10. Commission Discussion
11. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Commission Discussion
 - d. Vote

6. Other Business- Update on Status of Recent Planning Commission Cases

7. Set Future Meeting Date – Next Regular Meeting, Thursday, March 5, 2020, at 7:00 PM.

9. Adjourn

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

**January 16, 2020
7:00 pm**

**Raytown City Hall
Board of Aldermen Chambers
10000 East 59th Street
Raytown, Missouri 64133**

1. Welcome by Chairperson

2. Call meeting to order and Roll Call

Wilson:	Present	Thurman:	Present	Emerson:	Present
Bettis:	Absent	Robinson:	Present	Frazier:	Present
Stock:	Present	Dwight:	Present		

3. Approval of Minutes: Minutes of January 2, 2020, approved 7-0 as amended to reflect year changed from 2019 to 2020 upon motion by Emerson and second by Frazier.

4. New Business

A. Case No.: PZ 2019-12: City-Initiated Application to Amend Municipal Code Chapter 4, "Alcoholic Beverages", Chapter 10, "Business and Business Regulations", and Chapter 50, Article IV, "Districts and District Map".

1. Introduction of Application by Chairman.

Chairman Wilson opened the public hearing and introduced the application. All persons providing testimony were sworn in by Jennifer Baird, City Attorney.

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

No commissioners reported any Ex Parte Communications regarding this application.

3. Enter Relevant Exhibits into the Record.

Chairman Wilson entered the staff report into the record as an exhibit.

4. Staff Presentation of proposed Text Amendments.

Chris Gilbert, Planning & Zoning Coordinator provided the staff report on proposed amendments to Chapter 4, Chapter 10, and Chapter 50 regarding text amendments to regulate the types of uses contained in the moratorium passed by the Board of Aldermen in May, 2019. Mr. Gilbert reviewed the changes made since the November 21st Planning Commission meeting regarding how the proposed changes would affect existing businesses.

Planning Commission discussion with questions for staff.

Mr. Frazier motioned with second by Ms. Stock to add “and Chapter 50, Article I” to the title due to amending the definition of Convenience Store in that section of Chapter 50. Motion passed 7-0.

5. Request for Public Comment by Chairman.

No members of the public were present to provide comment.

6. Commission Discussion.

Planning Commission discussion with questions for staff.

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

Chris Gilbert provided the staff recommendation to recommend approval of the text amendments to the Board of Aldermen.

Ms. Stock moved and Mr. Frazier seconded to recommend approval as recommended in the staff report. Motion passed 6-0.

5. Other Business- None.

6. Set Future Meeting Date – Next regular meeting on February 6, 2020, with two CUP applications for auto sales to be on the agenda.

7. Adjourn at 7:30 PM upon motion by Ms. Dwight and second by Ms. Emerson.



Staff Report

Community Development
Planning and Development Services

PZ 2020-02

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: February 6, 2020

Re: Application for Conditional Use Permit

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Stephen Jones, Recon Auto

Property Owner: William Graham

Property Location: 7609 Raytown Road

Request: Conditional Use Permit approval for Vehicle Sales for Existing Recon Auto Repair Business

The applicant, Stephen Jones, owner of Recon Auto, is requesting Conditional Use Permit (CUP) approval for a Vehicle and Equipment Sales use in a Highway Commercial (HC) zoning district. Per the city's land use table, vehicle sales can only be conditionally approved in this zoning district. The subject property is a multi-tenant building, with the Recon Auto location within it having been licensed as an auto repair facility in February, 2019, shortly after Flaco's Quality Auto Repair closed. Other tenants in the building include the property owner's Graham Plumbing business on the west end, Sisters in Christ next, then Recon Auto Repair, and the Disabled Veterans donation drop off facility on the far east end.

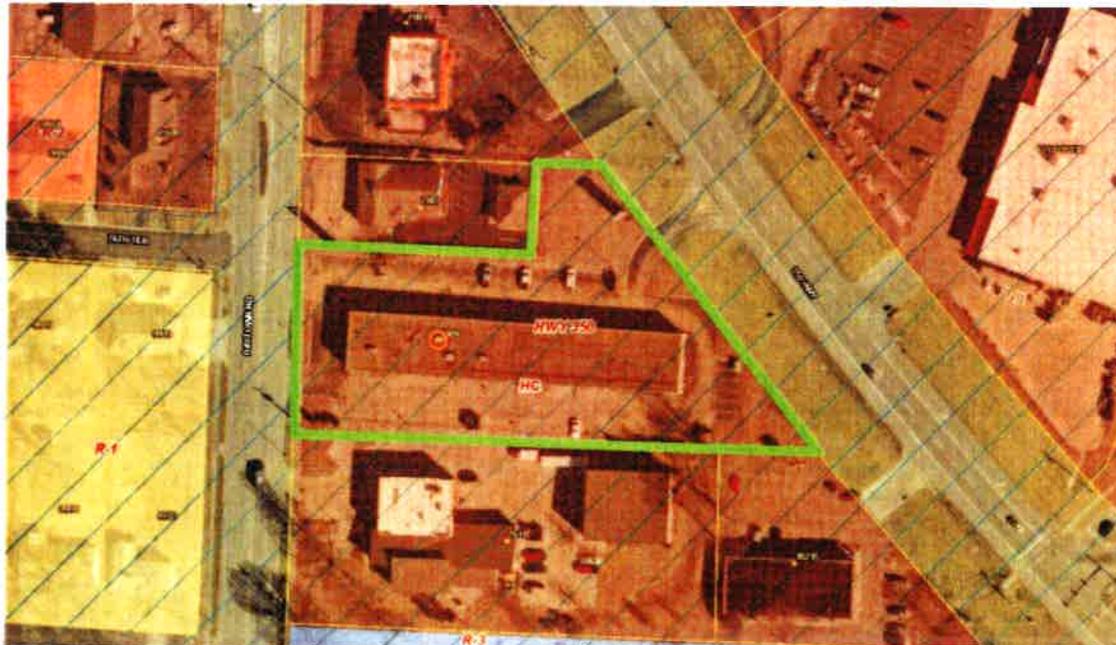


Figure 1 – Surrounding Zoning and Location Map



Staff Report

Community Development
Planning and Development Services

SURROUNDING ZONING AND LAND USES

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC), High Density Residential (R-3), Low Density Residential (R-1)
Surrounding Overlay	350 Corridor Overlay
Surrounding Land Use	Commercial, Residential
Designated Future Land Use	Commercial
Ward	Ward 4
Approximate Land Area	1.54 Acres
Roadway Classification	Arterial, Highway

SITE DESCRIPTION, HISTORY, AND PRESENT USE

The site upon which this application is located consists of a 14,000 square foot multi-tenant office warehouse building surrounded by driveways and parking spaces. The lot is a through lot connecting Raytown Road with 350 Highway's eastbound lanes. The site plan for the property is dated 1987 and the building is identified as a "Retail Service Center" and has hosted numerous auto repair and motorcycle-related businesses over the years since construction. The primary tenant occupying 6500 square feet, about half the overall, is the property owner's business, Graham Plumbing. There are also three tenants in the remaining 7500 square feet, including Sisters in Christ, a religious organization in 1300 square feet that operates primarily at night, Recon Auto, the applicant, in 3500 square feet, and Disabled American Veterans in 2600 square feet on the easternmost end operating a donation drop off facility.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The structure is surrounded by commercial and apartment development on the east side of Raytown Road. On the North side of the subject property are two commercial buildings, including Popeyes Chicken. To the West are commercial multi-tenant buildings and the corner of a single family residential neighborhood on the west side of Raytown Road. To the South is the Raytown Village Apartments complex. To the East is the 350 Highway Corridor with Ace Hardware directly across the Eastbound Lanes of 350 Highway.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on January 20, 2020. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on January 29, 2020, and no one showed up for the meeting. To date, the Community Development Department has received no calls or written emails or letters regarding this application.



ANALYSIS

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

1. Stability and integrity of the various zoning districts

The subject parcel and all adjacent lots to the north and east are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that service and draw customers from a broad area, not just the surrounding neighborhoods. The presence of 350 Highway and the large daily count of vehicles along this roadway provide a ready and visible customer base for vehicle sales businesses. Use as a vehicle repair business, adding a small auto sales component, in compliance with the recommended conditions of approval, can be accomplished with minimal negative impacts. Vehicle repair businesses typically have a small need to sell vehicles that customers don't pick up after repairs are completed as well as vehicles that the mechanics purchase and fix up for sale when customer repair business slows down.

2. Conservation of property values

No negative change to neighboring property values is expected. Requirements are being added as conditions of approval that would significantly address past issues with this business appearing to utilize more of the available parking spaces than its fair share of the approximately 70 spaces surrounding the entire site, creating concerns for other tenants at times with both parking and access, based upon complaints received by staff. These complaints were addressed with the business owner at the time of each occurrence.

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project. The existing building is a fairly modern long warehouse/office type of construction with numerous exiting opportunities in case of damage or fire. Site plan provides a date of 1987.

4. Observation of general police regulations

The proposed auto sales is not anticipated to violate any general police regulations. The activity is all contained on the site with the exception of the access points from 350 Highway and Raytown Road, which are located within the public right of way. Anytime vehicles are left unprotected overnight, there is the possibility that vandalism and theft can occur, but this true of any business and its products. Basic security measures including lighting and cameras can assist in reducing the risk of these types of crimes.

5. Prevention of traffic congestion

The proposed auto sales will not increase traffic congestion above what is normal for the vicinity. Additional traffic generated by the auto sales with no more than 12 cars displayed will be minimal and easily handled with the direct highway access to both eastbound 350 Highway and to Raytown Road, an arterial roadway.



Staff Report

Community Development
 Planning and Development Services

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

The proposed auto sales will not substantially increase traffic safety risk over what is already present given two major means of ingress/egress, nor the orderly parking of motor vehicles as the site is confirmed to contain enough parking to address all the combined uses plus the 12 spots for vehicles for sale. Adequate access to the property is presently available directly from 350 Highway eastbound and from Raytown Road. Customer parking completely surrounds the property. Handicapped spaces shown on the site plan will need to be made to conform to modern ADA standards with a pole sign and striped off unloading zone, however, and is attached as conditions of approval. Staff has analyzed the parking demands for the site as follows, which has 70 parking spaces available, and determined that enough parking exists to meet the demands of every tenant on the property:

Graham Plumbing	6500 SF	Indoor Sales, 1 Employee	17 spaces
Sisters In Christ	1300 SF	Office, Evening Operation	6 spaces
Recon Auto	3500 SF	3 Employees, 7 Bays	24 spaces
Disabled Veterans	<u>2600 SF</u>	5 Employees estimated	<u>5 spaces</u>
	14,000 SF		52 spaces
Adding 12 sales spaces:			<u>12 spaces</u>
			64 spaces

It is important to note that Graham Plumbing only uses 4 spaces although 17 is required by code so there is a built in padding to these numbers based upon the business owners own statement that he rarely has more than 3 customers at a time plus himself as the only employee. Additionally, Sisters in Christ primarily conducts their activities in the evenings when the other tenants are closed.

7. Promotion of the safety of individuals and property

The proposed auto sales will not affect the safety of individuals or property. The structure is in reasonable condition and no building modifications are required to accommodate the vehicle sales component of Recon Auto's operations.

8. Provision for adequate light and air

The proposed auto sales will not significantly affect the air quality of the area above what is normal for a commercial development that includes vehicle maintenance operations, and should have minor additional impact on neighboring properties as the request for 12 cars to be displayed is not a major increase in business activity on the site.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed auto sales will affect the intensity of use on the property but shouldn't cause overcrowding as every use is accounted for with the parking group calculations with spaces to spare.

10. Provision for public utilities and schools

The proposed auto sales will not affect any public utilities or schools but may generate some additional revenue in return. The business office will occupy an existing structure already connected to utility services.



Staff Report

Community Development
Planning and Development Services

11. Invasion by inappropriate uses

While vehicle sales by repair shops are fairly common, Raytown has been receiving a lot of interest and inquiries into used vehicle sales recently and staff has been working on code changes designed to reduce the impact of such businesses on the community but these changes are still in the public hearing process and not adopted yet.

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

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

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

Staff has no concerns regarding the proposed business adhering to overall planning principles if the recommended conditions of approval are adopted and followed by the applicant.

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

The proposed auto sales should not affect the orderly and proper renewal, development or growth of the city if the Planning Commission decides this application is an appropriate use at this location. The applicant already runs a legally existing auto repair business and is requesting to use 12 parking spaces of the 70 on the site to place vehicles for sale.

RECOMMENDATION

Staff recommends approval this application for The Recon Center to operate a vehicle sales component not to exceed a maximum of 12 vehicles with the following conditions of approval:

1. Applicant shall mark the 12 spaces dedicated for used vehicle sales clearly with a professionally stenciled label "Vehicle For Sale Only" on each of the 12 spaces dedicated to vehicle sales.
2. The two handicapped parking spaces shown on the site plan shall be properly marked with pole signs and have a properly striped unloading zone placed next to each marked space.
3. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
4. No unlicensed/inoperable vehicles will be permitted to be stored on the property outside of the principal structure without proper screening if such is designed to contain vehicles overnight. All vehicles for sale shall be properly marked as "For Sale".
5. No Commercial Use Permit for vehicle sales will be issued until all requirements of this section have been met. A new business license shall be applied for to add the vehicle sales component.



Staff Report

Community Development
Planning and Development Services

6. The Recon Center shall not exceed the 24 parking spaces designated by its use category as auto repair and the 12 spaces designated for vehicle sales and shall not impede the activities of its neighbors by consuming parking spaces that are intended for their use. Further complaints received by the City from neighboring tenants regarding parking and drive aisle issues may result in this Conditional use Permit being returned to the Planning Commission for reconsideration.
7. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

Raytown, MO



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



1 in. = 165ft.

330.9 0 165.45 330.9 Feet

330.9

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Case Number _____
Date Received _____
Map Page _____

CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT

PART I Background Information

1. This request applies to property at the following address:
7609 Raytown Rd Raytown MO Unit 103 64138

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

Name	Address	Phone
Bill William J. Graham	10456 College Ave. K.C. MO 64137	816-589-8421

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

Name	Address	Phone/Email
Stephen A Jones	7609 Raytown Rd Raytown mo 64138	theReconcenterLLC@

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

Automotive Repair

5. Zoning classification of the property: HC

6. Specify the use desired for the property: Auto Repair - Sales

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

Structure	Height
<u>2 - signage</u>	<u>25 Feet</u>

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

William J. Graham

PART II Conditional Use Permit Information

In considering an application for a conditional use permit, the city shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to the following factors:

1. The stability and integrity of the various zoning districts;
2. Conservation of property values;
3. Protection against fire and casualties;
4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
10. Provision for public utilities and schools;
11. Invasion by inappropriate uses;
12. Value, type and character of existing or authorized improvements and land uses;
13. Encouragement of improvements and land uses in keeping with overall planning; and
14. Provision for orderly and proper renewal, development and growth.

The information provided by the applicant to the following questions is an opportunity to justify approval of a conditional use permit based on the above listed factors.

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

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

The RECON center is located on the corner of Raytown Rd & 350 Highway surrounded by multiple retail businesses.

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

Because this is a retail of Raytown

C. This property is more suited for the proposed use than its current uses because:

Because the set up is perfect for both retail & mechanical.

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

I see no detrimental effects on nearby parcels.

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

NEVER.

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

~~Q~~ If the application is denied I will no longer reach my goal of supplying a one stop automotive repair and sales business to the people of Raytown & the surrounding area. Raytown is my business home.

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

Auto Repair and Auto Sales

H. Additional comments:

*OWNER and TENANT HAVE agreed to HAVE NO
MORE THAN 12 VEHICLES FOR SALE at any time.*

OWNER: William J. Abraham

tenant: Stephen Jones

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 1

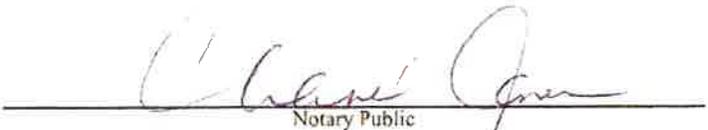
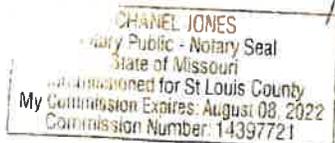
Before the undersigned Notary Public personally appeared **Lisa Fowler** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **January 20, 2020** edition and ending with the **January 20, 2020** edition, for a total of 1 publications:

01/20/2020



Lisa Fowler

Subscribed & sworn before me this 20th day of Jan, 2020
(SEAL)


Notary Public

Notice of Public Hearing

The Community Development Department has received an application by Stephen Jones of The Recon Center, LLC, for a Conditional Use Permit for an Auto Sales business to be located at 7609 Raytown Road in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday February 6, 2020.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application tentatively scheduled for 7:00pm on Tuesday, March 3, 2020.

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

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

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

11839584 Jackson Jan. 20, 2020



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

January 21, 2020

Notice of Public Hearing in Your Area

The Community Development Department has received an application for a Conditional Use Permit for a Vehicle Sales use at 7609 Raytown Rd., Suite 103 in Raytown, Missouri. The current vehicle repair business at this location, Recon Auto, intends to add vehicle sales to the existing repair use which requires a Conditional Use Permit. As a nearby owner or tenant, you are entitled to appear and provide comment at any of the public hearings on this matter or to provide written comment.

The applicant will be holding a neighborhood information meeting at 10:00 AM on January 29, 2020, at which you are invited to discuss the application directly with them. City staff will not be present for this meeting. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00pm on Thursday, February 6, 2020.** The full packet and agenda should be available for view on the City of Raytown website on Friday, January 31, 2020.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application, tentatively scheduled for **7:00pm on Tuesday, March 3, 2020.**

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

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

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

Neighborhood Meeting Recon Auto CUP

January 29, 2020

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

Name	Mailing Address (Include City, State & Zip Code)	Daytime Phone #	Evening Phone #	E-Mail Address
<i>B</i>				

no one showed up
Stephen James

Company Name	Company Status	Business Address	Street Number	License Number	License Expiration Date
AVISION AUTOGLASS LLC	Closed	7609 RAYTOWN ROAD STE 101	7609	2569-2007	06/30/2007
AVISION AUTOGLASS LLC	Closed	7609 RAYTOWN ROAD STE 101	7609	2569-2003	06/30/2003
AVISION AUTOGLASS LLC	Closed	7609 RAYTOWN ROAD STE 101	7609	2569-2004	06/30/2004
AVISION AUTOGLASS LLC	Closed	7609 RAYTOWN ROAD STE 101	7609	2569-2005	06/30/2005
AVISION AUTOGLASS LLC	Closed	7609 RAYTOWN ROAD STE 101	7609	2569-2006	06/30/2006
FLACO'S QUALITY AUTO REPAIR	Closed	7609 RAYTOWN RD	7609	011156-1	09/30/2017
FLACO'S QUALITY AUTO REPAIR	Closed	7609 RAYTOWN RD	7609	011156-2	09/30/2018
FLACO'S QUALITY AUTO REPAIR	Closed	7609 RAYTOWN RD	7609	011156-3	09/30/2019
HUSTLERS SPORTS LOUNGE	Closed	7609 RAYTOWN RD	7609	9414-1999	06/30/1999
MIKES CYCLE CENTER	Closed	7609 RAYTOWN ROAD	7609	010943-1	07/31/2017
MIKES CYCLE CENTER	Closed	7609 RAYTOWN ROAD	7609	010943-2	07/31/2018
MIKES CYCLE CENTER	Closed	7609 RAYTOWN ROAD	7609	010943-3	07/31/2019
SHOW-ME LINEX	Closed	7609 RAYTOWN RD	7609	1218-1999	06/30/1999
SHOW-ME LINEX	Closed	7609 RAYTOWN RD	7609	0336-2000	06/30/2000
SHOW-ME LINEX	Closed	7609 RAYTOWN RD	7609	0336-2001	06/30/2001
SHOW-ME LINEX	Closed	7609 RAYTOWN ROAD	7609	0336-2002	06/30/2002
SMITTY'S AUTO SERVICE LLC	Closed	7609 RAYTOWN ROAD	7609	009316-1	07/31/2016
THE RECON CENTER	Active	7609 RAYTOWN RD #103	7609	OGR-000206-2019	01/31/2020

CONDITIONAL USE PERMIT

APPLICATION NUMBER
PC 2020-02

PUBLIC HEARING AT CITY HALL
BEFORE PLANNING COMMISSION ON

Feb. 6th at 7:00 PM.

CITY OF RAYTOWN, MISSOURI

Unauthorized Removal, Detaching or Destruction of this
Sign is a Class 1 misdemeanor.

6:01 PM

1999 I - 53629

799-33454

WARRANTY DEED
(Missouri form for Corporation)

THIS DEED WITNESSETH, That **PREMIER BANK**, a banking corporation, organized and existing under the laws of the State of Kansas and having its principal place of business in Johnson County, Kansas, Grantor, for and in consideration of the sum of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS**, does by these presents, **GRANT, BARGAIN AND SELL, Convey and Confirm** unto **WILLIAM J. GRAHAM**, a married person, whose mailing address is: 10456 College Kansas City, MO 64137, Grantee, his heirs and assigns, the following described land situate in **JACKSON** County, **MISSOURI**, to-wit:

All of Lots 3, 4, 5 and 6, MIL-DAR ADDITION, a subdivision in Raytown, Jackson County, Missouri.

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

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, and unto his heirs and assigns forever; said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims, and that it will warrant and defend the title to said premises unto said Grantee and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed under its seal, pursuant to due authority, this 23rd day of June, 1999.

BY: David W. Caffrey
President David W. Caffrey

Markus J. Miller
SECRETARY Markus J. Miller

In the State of Kansas, County of Johnson, on this 23rd day of June, 1999, before me, the undersigned, a Notary Public in and for said county and State, personally appeared David W. Caffrey, to me personally known, who being by me duly sworn did say that he is President of the Grantor



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 11163665
Entered: 12/24/2018
Interest Date: 12/31/2018

Page 1 of 1
Cashier: -1
Drawer: -1

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
45-720-03-44-00-0-00-000	2018	022	\$14,081.87	\$0.00	A/V Principal- Commercial
45-720-03-44-00-0-00-000	2018	REPL	\$2,148.00	\$0.00	Replacement Tax
Amount Applied for Tax Year 2018			\$16,229.87	\$0.00	Unpaid Balance Amount for Tax Year 2018

Agency	Amount
JACKSON COUNTY	\$1,048.2889
MID-CONTINENT LIBRARY	\$592.3812
RAYTOWN SCHOOL C-II	\$9,447.0070
CITY - RAYTOWN	\$769.6620
FIRE DISTRICT - RAYTOWN	\$1,552.4781
BOARD OF DISABLED SERVICES	\$107.6241
METRO JUNIOR COLLEGE	\$344.5467
MENTAL HEALTH	\$175.0387
REPLACEMENT TAX	\$2,148.0000
STATE BLIND PENSION	\$44.8434

01110

Situs Address: 7609 E M 350 HWY UNIT 101, RAYTOWN
Legal Description: MIL-DAR ADD
LOTS 3, 4, 5 & 6

Total Paid on This Receipt: \$16,229.87

Thank you for your payment.

End of Receipt Number 11163665: 1 Page

Notes:

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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:

OWNER:



LOCKWOOD LLC
7609 RAYTOWN RD
RAYTOWN MO 64138

1901

LOCKWOOD LLC
7609 RAYTOWN RD
RAYTOWN, MO 64138



Staff Report

Community Development
Planning and Development Services

PZ 2020-03

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: February 6, 2020

Re: Application for Conditional Use Permit

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Doug White, Right Way Auto and Erin Bardon, BnB Design

Property Owner: Willie Rickel

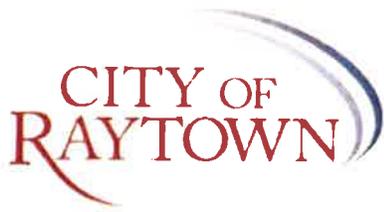
Property Location: 6824/28 Blue Ridge Blvd.

Request: Conditional Use Permit approval for Vehicle Sales

The applicant, Right Way Auto, is requesting Conditional Use Permit (CUP) approval for a Vehicle Sales use in a Highway Commercial (HC) zoning district. Per the city's land use table, vehicle sales can only be conditionally approved in this zoning district. The subject property is the former Blue Ridge Mazda dealership that has maintained a license on the property continually since at least 1998 as the same name. A use inspection was conducted by staff in May, 2019, related to a different business attempting to use the property for high end vehicle rental, but that was never approved. At the time of the inspection, it was discovered that no active physical sales of vehicles was ongoing at the location so when Right Way Auto visited with City staff about the location in December, 2019, six months had already passed and the property had lost its non-conforming status thus requiring a Conditional Use Permit for reuse.



Figure 1 – Surrounding Zoning and Location Map



Staff Report

Community Development
Planning and Development Services

SURROUNDING ZONING AND LAND USES

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC), Low Density Residential (R-1), heavy commercial use in Kansas City (Mini Storage Units)
Surrounding Overlay	350 Corridor Overlay
Surrounding Land Use	Commercial, Institutional (Cemetery)
Designated Future Land Use	Commercial
Ward	Ward 1
Approximate Land Area	
Roadway Classification	Arterial, Highway

SITE DESCRIPTION, HISTORY, AND PRESENT USE

The site upon which this application is located is the former Blue Ridge Mazda new car sales property at 6824 Blue Ridge Blvd. The applicant is purchasing the entire property, consisting of three separate parcels. The main parcel, 1.6 acres in size, on the north side abutting both Blue Ridge Blvd and 350 Highway, contains the Showroom and about a third of the approximately 220 parking stalls on the property. The second parcel, 0.5 acres in size, is the former used car sales annex on the south side of the property abutting Blue Ridge Blvd. and Booth Street, containing another 30 spaces. The third parcel is the westernmost, or back side of the property located in Kansas City, 0.7 acres in size, and containing the repair garage and the remaining parking spaces.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The structure is surrounded by commercial development on all sides except the south side, where it abuts the cemetery.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on January 20, 2020. Public notice letters were sent to property owners within 185 feet of the property by the applicant. The Neighborhood Information Meeting was held on January 29, 2020, and no one showed up for the meeting. To date, the Community Development Department has received no calls or written emails or letters regarding this application.

ANALYSIS

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



Staff Report

Community Development
Planning and Development Services

1. Stability and integrity of the various zoning districts

The subject parcel and all adjacent lots to the north and east are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that service and draw customers from a broad area, not just the surrounding neighborhoods. The presence of 350 Highway and the large daily count of vehicles along this roadway provide a ready and visible customer base for vehicle sales businesses. While Right Way Auto is not a new car sales operation like Blue Ridge Mazda, it is a large used car sales operation with locations across the country. The closest area location is on Noland Road just north of the high school. Since the proposed use will utilize the property for what it was originally built and used for, which is auto sales, there should be no impact on the integrity of the zoning district.

2. Conservation of property values

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

3. Protection against fire and casualties

Staff has no concerns regarding fire and/or casualties on this project. The existing building is a fairly modern building complex with numerous exiting opportunities in case of damage or fire.

4. Observation of general police regulations

The proposed new auto sales business is not anticipated to violate any general police regulations. The activity is all contained on the site with the exception of the access points from 350 Highway, Booth Ave. and Blue Ridge Blvd., which are located within the public right of way. Anytime vehicles are left unprotected overnight, there is the possibility that vandalism and theft can occur, but this true of any business and its products. Basic security measures including lighting and cameras can assist in reducing the risk of these types of crimes.

5. Prevention of traffic congestion

The proposed new business will not increase traffic congestion above what is normal for the vicinity. Additional traffic generated by the auto sales will be easily handled with the direct highway access to both westbound 350 Highway and to Blue Ridge Blvd., an arterial roadway.

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

The proposed new business will not substantially increase traffic safety risk over what is already present given two major means of ingress/egress, nor the orderly parking of motor vehicles as the site contains approximately 220 spaces to accommodate vehicles for sale, customers, employees, and repair garage vehicles. Adequate access to the property is presently available directly from Blue Ridge Blvd. Handicapped spaces shown on the site plan will need to be made to conform to modern ADA standards with additional spaces and a pole sign and striped off unloading zone for each space and is attached as a condition of approval. Staff has analyzed the site plan breakdown of parking demands for the site with 220 parking spaces available, and determined that enough parking exists to meet all the needs on the property:

7. Promotion of the safety of individuals and property

The proposed new business will not affect the safety of individuals or property. The structure is in reasonable condition and no building modifications are required outside of minor improvements noted in a site inspection done by City staff and attached to this report.



Staff Report

Community Development
Planning and Development Services

8. Provision for adequate light and air

The proposed new business will not significantly affect the air quality of the area above what is normal for a large auto sales operation that includes vehicle maintenance operations, and should have minor additional impact on neighboring properties, and certainly no more than was present when the site was used by Blue Ridge Mazda.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed new business will not be inconsistent with the original intensity of use on the property and has sufficient parking to adequately address all display and operational needs.

10. Provision for public utilities and schools

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

11. Invasion by inappropriate uses

Raytown has been receiving a lot of interest and inquiries into used vehicle sales recently and staff has been working on code changes designed to reduce the impact of such businesses on the community but these changes are still in the public hearing process and not adopted yet. This particular large scale reuse of a presently vacant former new car dealer appears to be a better funded operation than the typically small scale used car dealers that approach the City looking to possibly locate here.

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

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

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

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

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

The proposed auto sales business should not affect the orderly and proper renewal, development or growth of the city. This reuse of the property is wholly consistent with the originally intended use of the property.

RECOMMENDATION

Staff recommends approval of this application for Right Way Auto to operate a vehicle sales business with the following conditions of approval:

1. Applicant shall clearly stripe ALL spaces and mark the spaces dedicated for used vehicle sales clearly with a professionally stenciled label "Vehicle For Sale Only" on each of the spaces dedicated to vehicle sales.



Staff Report

Community Development
Planning and Development Services

2. SEVEN handicapped parking spaces are required on the property based on the total number of parking spaces and shall be properly marked with handicapped pole signs and have a properly striped 8 ft by 18 ft unloading zone placed next to each marked space. These parking spaces shall be 8 ft wide by 18 ft deep.
3. All signage shall be issued under separate permit process and shall meet Municipal Code requirements.
4. No unlicensed/inoperable vehicles will be permitted to be stored on the property outside of the principal structure without proper screening if such is designed to contain vehicles overnight.
5. All vehicles for sale displayed on the property shall be properly marked as "For Sale".
6. All parking areas and drive aisles shall be properly maintained at all times to prevent potholes, including aprons connecting to public streets. The building façades and attached features shall also be maintained in good condition at all times with no peeling paint, broken windows, damaged areas, etc.
7. Any dumpsters placed on the property shall be properly screened from view with a full enclosed 6 foot screen on all sides. Chain link is not permitted.
8. Address all comments from the building inspection dated 12-29-19 and attached to this staff report.
9. No Commercial Use Permit and business license shall be issued until all requirements of this section have been met.
10. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

Case Number _____
Date Received _____
Map Page _____

**CITY OF RAYTOWN
APPLICATION FOR CONDITIONAL USE PERMIT**

PART I Background Information

1. This request applies to property at the following address:
6824 Blue Ridge Blvd. Kansas City, MO 64133

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

Name	Address	Phone

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

Name	Address	Phone/Email
Erin Bardon	115 N. Nettleton Ave Bonner Springs, KS 66012	913.422.5762 / ebardon@bnbdesign.com

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

The property is currently vacant. It was previously an Auto Dealership.

5. Zoning classification of the property: Raytown C-2

6. Specify the use desired for the property: Auto Dealership

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

Structure	Height
Building A - Single Story Flat Roof - Type V-B Construction	22 Feet
Building B - Single Story Flat Roof - Type V-B Construction	18 Feet

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

Owner's signoff on application

City of Raytown
Community Development Department

Case Number _____
Date Received _____
Map Page _____

CITY OF RAYTOWN APPLICATION FOR CONDITIONAL USE PERMIT

PART I Background Information

1. This request applies to property at the following address:
6824 - 6840 BLUE RIDGE BLVD, RAYTOWN MO, 64133

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

Name	Address	Phone
<u>WILLIE A. RICKEL</u>	<u>144 THE WOODLANDS</u>	<u>KC MO 64119</u>
		<u>816-358-6500</u>

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

Name	Address	Phone/Email
<u>DOUG WHITE</u>	<u>17224 NE 121ST TERR, KEARNEY MO, 64060</u>	<u>(816)691-5885</u>
		<u>DWHITE@RIGHTWAY.COM</u>

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

PREVIOUSLY AUTO DEALERSHIP WITH SALES & SERVICE

5. Zoning classification of the property: HIGHWAY COMMERCIAL

6. Specify the use desired for the property: AUTO SALES AND SERVICE

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

Structure	Height

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

PART II Conditional Use Permit Information

In considering an application for a conditional use permit, the city shall give consideration to the health, safety, morals, comfort and general welfare of the inhabitants of the city, including but not limited to the following factors:

1. The stability and integrity of the various zoning districts;
2. Conservation of property values;
3. Protection against fire and casualties;
4. Observation of general police regulations;
5. Prevention of traffic congestion;
6. Promotion of traffic safety and the orderly parking of motor vehicles;
7. Promotion of the safety of individuals and property;
8. Provision for adequate light and air;
9. Prevention of overcrowding and excessive intensity of land uses;
10. Provision for public utilities and schools;
11. Invasion by inappropriate uses;
12. Value, type and character of existing or authorized improvements and land uses;
13. Encouragement of improvements and land uses in keeping with overall planning; and
14. Provision for orderly and proper renewal, development and growth.

The information provided by the applicant to the following questions is an opportunity to justify approval of a conditional use permit based on the above listed factors.

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

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

The last owner of the property used the building as an auto dealership, which is the same use as what is being proposed on this application.

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

The proposed use will be consistent with what has been previously used on this site. There is also retail shopping on nearby properties along with a bus station and storage units which are in the same use type classification as an auto dealership.

C. This property is more suited for the proposed use than its current uses because

The proposed use is the same as the previous use, however new owner is a national company with corporate property maintenance standards, that will maintain and upgrade the facility.

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

None

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

6 months

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

They will be unable to operate their business at this location

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

Yes, there is no change to occupancy or building size.

Ff. Additional comments:

Checklist for Planning and Zoning Commission Applications

This application cannot be processed until each of the following items has been submitted.

Date Completed

- | | | | |
|-----------------|-----------------|---|--|
| ✓ | <u>1/9/2020</u> | Application fee of \$450.00. | |
| ○ | <u>1/9/2020</u> | A written and signed certification from the County Treasurer's office that all property taxes for the parcel has been paid. | |
| ✓ | <u>1/9/2020</u> | Legal description of the property to which the request applies in an electronic format. | |
| ✓ | <u>1/9/2020</u> | Copy of a deed showing ownership. | |
| ✓ | <u>1/9/2020</u> | A site plan indicating information specified for the Site Plan Review Process. | |
| Not Needed
} | X | <u>N/A</u> | Traffic Impact Analysis containing information as specified on the attached sheet. |
| | X | <u>N/A</u> | Storm Drainage Analysis unless waived by Director of Public Works. |
| | X | <u>1/9/2020</u> | Signage information for any signage to be installed as part of the proposed use. |

↳ Under Separate Permit Process

Legal Description

The following described parcels of land being and situate in the County of Jackson, State of Missouri, to wit:

Tract A:

All that part of the North 1/2 of the Northeast 1/4 of Section 7, Township 48, Range 32 being partially in Kansas City, and partially in Raytown, and wholly in Jackson County, Missouri, described as follows: Beginning at a point 50 feet North and 200 feet West of the Southeast corner of said 1/2 1/4 section; thence due West and parallel to the South line of said 1/2 1/4 section a distance of 115.00 feet; thence North 0 degrees 10 minutes 00 seconds West, and parallel to the East line of said 1/2 1/4 section, a distance of 470.00 feet; thence North 81 degrees 05 minutes 42 seconds East, a distance of 208.58 feet to a point on the Westerly right-of-way line of U.S. Highway No. 50 (as now established); thence Southeasterly along said Westerly right-of-way line, along a curve to the right having a radius of 1106.29 feet, an initial tangent bearing of South 20 degrees 20 minutes 08 seconds East, an arc distance of 240.62 feet, to the intersection of said Westerly right-of-way line, and the West line of Blue Ridge Boulevard Extension, (as now established); thence South 0 degrees 10 minutes 00 seconds East, along last said right-of-way line, a distance of 119.38 feet, to a point 200.00 feet North of the South line of said 1/2 1/4 section; thence West and parallel to the South line of said 1/2 1/4 section, a distance of 150.00 feet; thence South 0 degrees 10 minutes 00 seconds East, and parallel to the East line of said 1/2 1/4 section, a distance of 150.00 feet, to the point of beginning.

Tract BI:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point 50 feet North of the South line of said 1/4 1/4 Section and 100 feet West of the West line of Blue Ridge Boulevard Extension; thence Northerly along a line parallel with the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence West 50 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence East 50 feet to the point of beginning.

Tract BII:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point on the West line of Blue Ridge Boulevard Extension, 50 feet North of the South line of said 1/4 1/4 Section; thence Northerly along the West line of said Blue Ridge Boulevard Extension, 200 feet to a point; thence West 100 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the West line of Blue Ridge Boulevard Extension, 200 feet to a point 50 feet North of the South line of said 1/4 1/4 Section; thence East to the point of beginning, Except the North 50 feet thereof.

Raytown, MO



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



1 in. = 165ft.

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



NOT THE ORIGINAL - CHARLIS'S COPY



Community Development Department
Building Inspections Division
10000 E. 59 St.
Raytown, MO 64133
Office (816) 737-6011 Fax (816) 737-6164

CERTIFICATE OF INSPECTION

ADDRESS: 6824 BLUE RIDGE BLVD

DATE: 12/27/19

PERMIT NUMBER: _____

INSPECTOR: BOYD

INSPECTION TYPE

Type	Pass	Partial	Fail
Footing			
Foundation			
Framing			
Plumbing			
Ground Rough			
Gas			
Sewer			
Electrical			
Electric Service			
Rough-in			

Type	Pass	Partial	Fail
Mechanical			
Roofing			
Zoning			
Sign			
Final			
Gen. Bldg.			
Fire/Police			
Prop. Main.			
Above ceiling			
Other			

INSPECTOR'S COMMENTS

- 1) NEED GENERAL ELECTRICAL CLEAN-UP (UPPER FLOOR)
- 2) EXIT LIGHTS ; EMERGENCY LIGHTS WILL NEED TO BE VERIFIED AGAIN
- 3) INSTALL FIRE EXTINGUISHERS WHERE REQUIRED (EVEN 75 FEET)
- 4) CONTACT FIRE MARSHAL (MIKE HUNLEY) FOR INSPECTION (816) 737-6034

POSSIBLE ISSUES

- 1) CONDITIONAL USE PERMIT REQUIRED
- 2) POLE SIGN NEEDS REMOVAL OR CHANGED TO MONUMENT SIGN

Building and/or Property Maintenance Code violations can be appealed within 10 days of this notice.

CLOSE PERMIT

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Lisa Fowler** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **January 20, 2020** edition and ending with the **January 20, 2020** edition, for a total of 1 publications:

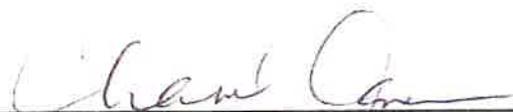
01/20/2020



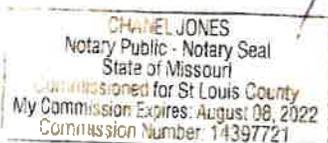
Lisa Fowler

Subscribed & sworn before me this 20th day of Jan., 2020

(SEAL)



Notary Public



Notice of Public Hearing

The Community Development Department has received an application by Doug White of Right Way Auto, for a Conditional Use Permit for an Auto Sales and Service business to be located at 6824-6840 Blue Ridge Blvd. in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday February 6, 2020.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application tentatively scheduled for 7:00pm on Tuesday, March 3, 2020.

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

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

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

11839588 Jackson Jan. 20, 2020



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

15 January, 2019

Notice of Public Hearing

The Community Development Department has received an application by Doug White of Right Way Auto, for a Conditional Use Permit for an Auto Sales and Service business to be located at 6824-6840 Blue Ridge Blvd. in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00pm on Thursday February 6, 2020.**

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application tentatively scheduled for **7:00pm on Tuesday, March 3, 2020.**

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

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

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



Blue Ridge

CONDITIONAL USE PERMIT
PC 2020-03
PUBLIC HEARING AT CITY HALL
REGIONS PLANNING COMMISSION ON
Feb 6th at 7:00PM
CITY OF ALBUQUERQUE

COLLISIO
CENTER



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 11739047

Page 1 of 1

Entered: 12/26/2019 3:05 PM

Cashier: raynkim

Printed By: RAYNKIM

interest Date: 12/26/2019

Drawer: 141

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
45-410-01-04-02-0-00-000	2019	022	\$15,273.45	\$0.00	A/V Principal- Commercial
	2019	REPL	\$2,315.68	\$0.00	Replacement Tax
Amount Applied for Tax Year 2019			\$17,591.13	\$0.00	Unpaid Balance Amount for Tax Year 2019

Agency	Amount
JACKSON COUNTY	\$984.6084
MID-CONTINENT LIBRARY	\$585.4472
RAYTOWN SCHOOL C-II	\$10,184.4928
CITY - RAYTOWN	\$746.1108
FIRE DISTRICT - RAYTOWN	\$2,134.2314
BOARD OF DISABLED SERVICES	\$99.9112
METRO JUNIOR COLLEGE	\$329.8680
MENTAL HEALTH	\$162.4362
REPLACEMENT TAX	\$2,315.6800
STATE BLIND PENSION	\$48.3441

Situs Address: 6824 BLUE RIDGE BLVD, RAYTOWN

Legal Description: SEC-07 TWP-48 RNG-32---PT NE 1/4 NE 1/4 D&F BEG 756.92' S & WLY 143.93' OF TH NE COR NE 1/4 NE 1/4 TH SWLY 173.42' TH SLY 475.30' TH ELY 49' TH NLY 150' TH ELY 150' TH NLY 95.88' TO PT OF CURV TO TH LF ARC DIST 145' MOL TH NWLY 110' MOL TO POB

Total Paid on This Receipt: \$17,591.13

Thank you for your payment.

Run: 12/26/2019 3:06:14 PM

End of Receipt Number: 11739047: 1 Page

Notes:

*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.

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:
RICKEL WILLIE A
144 WOODBRIDGE LN
KANSAS CITY MO 64145

OWNER:
RICKEL WILLIE A
144 WOODBRIDGE LN
KANSAS CITY MO 64145



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 11739068

Page 1 of 1

Entered: 12/26/2019 3:07 PM

Cashier: raynkim

Printed By: RAYNKIM

Interest Date: 12/26/2019

Drawer: 141

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
45-410-01-04-03-0-00-000	2019	019	\$3,000.78	\$0.00	A/V Principal- Commercial
	2019	REPL	\$465.36	\$0.00	Replacement Tax

Amount Applied for Tax Year 2019	\$3,473.12	\$0.00	Unpaid Balance Amount for Tax Year 2019
---	-------------------	---------------	--

Agency	Amount
JACKSON COUNTY	\$197.8662
MID-CONTINENT LIBRARY	\$117.6510
RAYTOWN SCHOOL C-II	\$2,046.6680
CITY - KANSAS CITY	\$516.8484
BOARD OF DISABLED SERVICES	\$20.0781
METRO JUNIOR COLLEGE	\$66.2900
MENTAL HEALTH	\$32.6431
REPLACEMENT TAX	\$465.3600
STATE BLIND PENSION	\$9.7152

Situs Address: 6824 BLUE RIDGE BLVD, KANSAS CITY

Legal Description: SEC-07 TWP-48-RNG-32

BEG 50' N & 315' W OF SE COR OF NE 1/4 OF NE 1/4 TH N 470'
TH NELY 65' MOL TO CORP LIMIT LI TH S 490' TH W 66' TO POB

Total Paid on This Receipt: \$3,473.12

Thank you for your payment.

Run: 12/26/2019 3:07:52 PM

End of Receipt Number 11739068: 1 Page

12/26/2019

Notes:

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PAYER:
RICKEL WILLIE A
144 WOODBRIDGE LN
KANSAS CITY MO 64145

OWNER:
RICKEL WILLIE A
144 WOODBRIDGE LN
KANSAS CITY MO 64145



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 11739057

Page 1 of 1

Entered: 12/26/2019 3:06 PM

Cashier: raynkim

Printed By: RAYNKIM

Interest Date: 12/26/2019

Drawer: 141

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
45-410-01-08-00-0-00-000	2019	022	\$2,304.96	\$0.00	A/V Principal- Commercial
	2019	REPL	\$349.42	\$0.00	Replacement Tax
Amount Applied for Tax Year 2019			\$2,654.38	\$0.00	Unpaid Balance Amount for Tax Year 2019

Agency	Amount
JACKSON COUNTY	\$148.5706
MID-CONTINENT LIBRARY	\$88.3399
RAYTOWN SCHOOL C-II	\$1,536.7697
CITY - RAYTOWN	\$112.5830
FIRE DISTRICT - RAYTOWN	\$322.0408
BOARD OF DISABLED SERVICES	\$15.0759
METRO JUNIOR COLLEGE	\$49.7748
MENTAL HEALTH	\$24.5105
REPLACEMENT TAX	\$349.4200
STATE BLIND PENSION	\$7.2948

Situs Address: 6824 BLUE RIDGE BLVD, RAYTOWN

Legal Description: RNG-32 TWP-48 SEC-07

PT OF NE 1/4 OF NE 1/4 DAF: BEG 50' N & 50' W OF SE COR SD
1/4 1/4 TH W 150' TH N 150' TH E 150' TH S 150' TO POB

Total Paid on This Receipt: \$2,654.38

Thank you for your payment.

Run: 12/26/2019 3:06:57 PM

End of Receipt Number 11739057: 1 Page

Notes:

*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.

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:

RICKEL WILLIE A
144 WOODBRIDGE LN
KANSAS CITY MO 64145

OWNER:

RICKEL WILLIE A
144 WOODBRIDGE LN
KANSAS CITY MO 64145



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

10/16/2019 9:26 AM

FEE: \$30.00 4 PGS

INSTRUMENT NUMBER

2019E0083923

AFFIDAVIT

Date: October 15, 2019

Grantor: James R. Mueller
4600 Madison, Suite 600
Kansas City, MO 64112

Grantee: Willie A. Rickel
144 The Woodlands
Kansas City, MO 64119

Legal: The real property situated in the County of Jackson, State of Missouri, described beginning on Page 2 of this Affidavit

References: Deed of Trust Recorded February 26, 2019, as Instrument No. 2019E0013277, in the office of the Recorder of Deeds of Jackson County, Missouri

AFFIDAVIT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

James R. Mueller (having a mailing address of 4600 Madison, Suite 600, Kansas City, Missouri 64112), being first duly sworn on his oath, deposes and says:

1. I am the Trustee of that Deed of Trust described below, and I am authorized to make this affidavit.

2. This Affidavit is made in connection with the foreclosure of that Deed of Trust encumbering certain real property in Jackson County, Missouri, described as follows:

The following described parcels of land being and situate in the County of Jackson, State of Missouri, to wit:

Tract A:

All that part of the North 1/2 of the Northeast 1/4 of Section 7, Township 48, Range 32 being partially in Kansas City, and partially in Raytown, and wholly in Jackson County, Missouri, described as follows: Beginning at a point 50 feet North and 200 feet West of the Southeast corner of said 1/2 1/4 section; thence due West and parallel to the South line of said 1/2 1/4 section a distance of 115.00 feet; thence North 0 degrees 10 minutes 00 seconds West, and parallel to the East line of said 1/2 1/4 section, a distance of 470.00 feet; thence North 81 degrees 05 minutes 42 seconds East, a distance of 208.58 feet to a point on the Westerly right-of-way line of U.S. Highway No. 50 (as now established); thence Southeasterly along said Westerly right-of-way line, along a curve to the right having a radius of 1106.29 feet, an initial tangent bearing of South 20 degrees 20 minutes 08 seconds East, an arc distance of 240.62 feet, to the intersection of said Westerly right-of-way line, and the West line of Blue Ridge Boulevard Extension, (as now established); thence South 0 degrees 10 minutes 00 seconds East, along last said right-of-way line, a distance of 119.38 feet, to a point 200.00 feet North of the South line of said 1/2 1/4 section; thence West and parallel to the South line of said 1/2 1/4 section, a distance of 150.00 feet; thence South 0 degrees 10 minutes 00 seconds East, and parallel to the East line of said 1/2 1/4 section, a distance of 150.00 feet, to the point of beginning.

Tract BI:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point 50 feet North of the South line of said 1/4 1/4 Section and 100 feet West of the West line of Blue Ridge Boulevard Extension; thence Northerly along a line parallel with the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence West 50 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence East 50 feet to the point of beginning.

Tract BII:

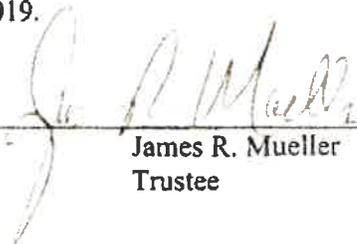
All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point on the West line of Blue Ridge Boulevard Extension, 50 feet North of the South line of said 1/4 1/4 Section; thence Northerly along the West line of said Blue Ridge Boulevard Extension, 200 feet to a point; thence West 100 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the West line of Blue Ridge Boulevard Extension, 200 feet to a point 50 feet North of the South line of said 1/4 1/4 Section; thence East to the point of beginning, Except the North 50 feet thereof.

(the "Subject Property"), said Deed of Trust having been dated February 21, 2019, and filed February 26, 2019, as Instrument No. 2019E0013277, in the office of the Recorder of Deeds of Jackson County, Missouri, and executed by BILLY R. HALSEY to secure his Promissory Note of February 21, 2019, in the original principal balance of \$1,084,000.00.

3. No owner of the Subject Property has died within six months next preceding the first publication of notice of the foreclosure sale, September 25, 2019, or thereafter up to and including the date of sale, October 15, 2019.

4. No owner of the Subject Property is entitled to the protection of the Service Members Civil Relief Act.

Dated this 15th day of October, 2019.


James R. Mueller
Trustee

Subscribed and sworn to before me this 15th day of October, 2019.

Joyce M Tweedy
Joyce M Tweedy
Notary Public

My commission expires:

6-14-2022

(The Notary Public must type, print or stamp the Notary's name immediately below the Notary's signature.)



JOYCE M. TWEEDY
My Commission Expires
June 14, 2022
Clay County
Commission #14450143



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI

10/16/2019 8:19 AM

FEE: \$45 00 9 PGS

INSTRUMENT NUMBER

2019E0083818

TRUSTEE'S DEED

Date: October 15, 2019

Grantor: James R. Mueller
4600 Madison, Suite 600
Kansas City, MO 64112

Grantee: Willie A. Rickel
144 The Woodlands
Kansas City, MO 64119

Legal: The real property situated in the County of Jackson, State of Missouri, described on Exhibit A of this Trustee's Deed

References: Deed of Trust Recorded February 26, 2019, as Instrument No. 2019E0013277, in the office of the Recorder of Deeds of Jackson County, Missouri

TRUSTEE'S DEED

WHEREAS, Billy R. Halsey. ("Borrower"), by Deed of Trust (the "Deed of Trust") recorded on February 26, 2019, as Instrument Number 2019E0013277, in the office of the Recorder of Deeds for Jackson County, Missouri, conveyed to James R. Mueller ("Trustee"), the property therein described, IN TRUST, to secure to Willie A. Rickel ("Lender") the payment of the note described as follows:

Promissory Note dated February 21, 2019, in the original principal amount of \$1,084,000, to be paid in monthly installments as provided therein;

WHEREAS, default was made in the payment of the Note secured by said Deed of Trust, by reason whereof the undersigned Trustee did, at the request of the legal holder of said Note and Deed of Trust, Lender, proceed to execute the powers to said Trustee given by said Deed of Trust, and did, on the 15th day of October, 2019, having previously given required legal notice of the time, terms and place of sale, and of the property to be sold, by advertisement printed and published in The Daily Record, Kansas City, a newspaper printed and published in the County of Jackson, State of Missouri, a copy of which advertisement, with the affidavit of the publisher of said newspaper proving its publication, is hereto attached, and made a part hereof, at the North front door of the Jackson County Courthouse, in the City of Kansas City, Missouri, beginning at 11:30 a.m., expose to sale for cash to the highest bidder, at public auction, the said property herein described, and at said sale Lender, having an address of, 144 The Woodlands, Kansas City, Missouri 64119, being the highest and best bidder for the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) the same was struck off and sold to said bidder at that price and sum.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that James R. Mueller, the undersigned Trustee, party of the first part, in consideration of the premises, and of the sum of \$500,000.00 to the said Trustee paid by the said Lender, party of the second part, does Bargain, Sell and Convey, unto the said Willie A. Rickel, 144 The Woodlands, Kansas City,

Missouri, 64119, the Real Estate in said Deed of Trust described, situated in the County of Jackson and State of Missouri, and described on Exhibit A attached hereto.

The undersigned Trustee, warrants and certifies that, as required by Section 443.325, RSMO, pertaining to notices of sale under power of sale, a writing in words and figures identical to the notice of sale attached to the publisher's affidavit affixed hereto, was placed in an envelope and deposited in the United States mail on a date being not less than twenty (20) days prior to the actual date of sale, certified, marked "Return Receipt Requested," with postage prepaid and certified on September 23, 2019, to the following at the address shown:

Owner as of 40 days prior to sale date and Maker and grantor in Deed of Trust:

Billy R. Halsey
2705 N. River Blvd.
Independence, Missouri 64050

Persons requesting notice of sale:
None.

Other:

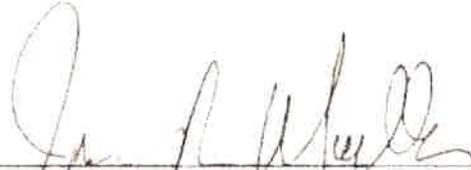
James Whitemore
Patriot Contracting LLC
24511 E. 283rd Street
Harrisonville, Missouri 64701

Treadwell MO, LLC
1707 E. 123rd Ter.
Olathe, Kansas 66061

Receipts stamped by the United States Postal Service evidencing such mailing are attached to this Deed and are incorporated herein by this reference.

The undersigned Trustee further states that no request to receive notice of sale under the Deed of Trust in accordance with Mo. Rev. Stat. § 443.325(1), was filed for record, and that no owner has given notice of intention to redeem pursuant to Mo. Rev. Stat. § 443.410.

IN WITNESS WHEREOF, James R. Mueller., as Trustee aforesaid, has hereunto set his hand on October 15, 2019.



James R. Mueller, Trustee

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On October 15, 2019, in and for said state personally appeared James R. Mueller, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same for the purposes therein stated.

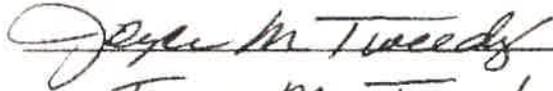
(OFFICIAL SEAL)



JOYCE M. TWEEDY
My Commission Expires
June 14, 2022
Clay County
Commission #14450143

My commission expires:

6-14-2022



Joyce M. Tweedy
Notary Public

(The Notary Public must type, print or stamp the Notary's name immediately below the Notary's signature.)

EXHIBIT A

Legal Description

The following described parcels of land being and situate in the County of Jackson, State of Missouri, to wit:

Tract A:

All that part of the North 1/2 of the Northeast 1/4 of Section 7, Township 48, Range 32 being partially in Kansas City, and partially in Raytown, and wholly in Jackson County, Missouri, described as follows: Beginning at a point 50 feet North and 200 feet West of the Southeast corner of said 1/2 1/4 section; thence due West and parallel to the South line of said 1/2 1/4 section a distance of 115.00 feet; thence North 0 degrees 10 minutes 00 seconds West, and parallel to the East line of said 1/2 1/4 section, a distance of 470.00 feet; thence North 81 degrees 05 minutes 42 seconds East, a distance of 208.58 feet to a point on the Westerly right-of-way line of U.S. Highway No. 50 (as now established); thence Southeasterly along said Westerly right-of-way line, along a curve to the right having a radius of 1106.29 feet, an initial tangent bearing of South 20 degrees 20 minutes 08 seconds East, an arc distance of 240.62 feet, to the intersection of said Westerly right-of-way line, and the West line of Blue Ridge Boulevard Extension, (as now established); thence South 0 degrees 10 minutes 00 seconds East, along last said right-of-way line, a distance of 119.38 feet, to a point 200.00 feet North of the South line of said 1/2 1/4 section; thence West and parallel to the South line of said 1/2 1/4 section, a distance of 150.00 feet; thence South 0 degrees 10 minutes 00 seconds East, and parallel to the East line of said 1/2 1/4 section, a distance of 150.00 feet, to the point of beginning.

Tract BI:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point 50 feet North of the South line of said 1/4 1/4 Section and 100 feet West of the West line of Blue Ridge Boulevard Extension; thence Northerly along a line parallel with the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence West 50 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence East 50 feet to the point of beginning.

Tract BII:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point on the West line of Blue Ridge Boulevard Extension, 50 feet North of the South line of said 1/4 1/4 Section; thence Northerly along the West line of said Blue Ridge Boulevard Extension, 200 feet to a point; thence West 100 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the West line of Blue Ridge Boulevard Extension, 200 feet to a point 50 feet North of the South line of said 1/4 1/4 Section; thence East to the point of beginning, Except the North 50 feet thereof.

EXHIBIT B
AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 2

Before the undersigned Notary Public personally appeared **Scott S. Lauck** on behalf of **THE DAILY RECORD, KANSAS CITY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the September 25, 2019 edition and ending with the October 15, 2019 edition, for a total of 21 publications:

09/25/2019	09/26/2019	09/27/2019
09/28/2019	09/29/2019	09/30/2019
10/01/2019	10/02/2019	10/03/2019
10/04/2019	10/05/2019	10/06/2019
10/07/2019	10/08/2019	10/09/2019
10/10/2019	10/11/2019	10/12/2019
10/13/2019	10/14/2019	10/15/2019

In Re: **Billy R. Halsey, as Grantor,**
In favor of **James R. Mueller**
TRUSTEE'S SALE - For default in the payment of debt and performance of obligations secured by the Deed of Trust dated February 21, 2019, executed by **Billy R. Halsey, as Grantor,** in favor of **James R. Mueller, as Trustee,** for the benefit of **Willie A. Riche,** as Grantee, recorded with the Jackson County, Missouri Recorder of Deeds on February 26, 2019 as Instrument Number 2019E013277, the undersigned Trustee will, at the request of the holder of the debt, on Tuesday, October 15, 2019, at 11:30 a.m., at the north front door of the Jackson County Courthouse, 415 E 12th St., Kansas City, Missouri 64106, sell at public vendue to the highest bidder for cash the following real estate described in said deed of trust and situated in the County of Jackson, State of Missouri to-wit:

Tract A: All that part of the North 1/2 of the Northeast 1/4 of Section 7, Township 48, Range 32 being partially in Kansas City, and partially in Raytown, and wholly in Jackson County, Missouri, described as follows: Beginning at a point 50 feet North and 200 feet West of the Southeast corner of said 1/2 1/4 section; thence due West and parallel to the South line of said 1/2 1/4 section a distance of 115.00 feet; thence North 0 degrees 10 minutes 00 seconds West, and parallel to the East line of said 1/2 1/4 section, a distance of 470.00 feet; thence North 81 degrees 05 minutes 42 seconds East, a distance of 208.58 feet to a point on the Westerly right-of-way line of U.S. Highway No. 50 (as now established); thence Southeasterly along said Westerly right-of-way line, along a curve to the right having a radius of 1106.29 feet, an initial tangent bearing of South 20 degrees 20 minutes 08 seconds East, an arc distance of 240.62 feet, to the intersection of said Westerly right-of-way line, and the West line of Blue Ridge Boulevard Extension, (as now



Scott S. Lauck

Subscribed & sworn before me this 15th day of October, 2019
(SEAL)



Notary Public

PETER CRAWFORD
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: September 15, 2022
Commission Number: 10402254

AFFIDAVIT OF PUBLICATION

Page 2 of 2

established); thence South 0 degrees 10 minutes 00 seconds East, a long last said right-of-way line, a distance of 1193.8 feet, to a point 200.00 feet North of the South line of said 1/2 1/4 section; thence West and parallel to the South line of said 1/2 1/4 section, a distance of 150.00 feet; thence South 0 degrees 10 minutes 00 seconds East, and parallel to the East line of said 1/2 1/4 section, a distance of 150.00 feet, to the point of beginning.

TRACT B: All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point 50 feet North of the South line of said 1/4 1/4 Section and 100 feet West of the West line of Blue Ridge Boulevard Extension; thence Northerly along a line parallel with the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence West 50 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence East 50 feet to the point of beginning.

TRACT BII: All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point on the West line of Blue Ridge Boulevard Extension, 50 feet North of the South line of said 1/4 1/4 Section; thence Northerly along the West line of said Blue Ridge Boulevard Extension, 200 feet to a point; thence West 100 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the West line of Blue Ridge Boulevard Extension, 200 feet to a point 50 feet North of the South line of said 1/4 1/4 Section; thence East to the point of beginning, Except the North 50 feet thereof.

For the purpose of satisfying said indebtedness and the cost of executing

this trust.

By: James R. Mueller, Trustee
4600 Madison Avenue, Suite 600
Kansas City, MO 64112
First Publication: September 25, 2019
11796224 Jackson Sep. 25, 2019

EXHIBIT C

Certified Mail Slips

7016 0910 0000 2333 4667

SWANSON BERNARD RECEIPT

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) _____

Return Receipt (electronic) _____

Certified Mail Restricted Delivery _____

Adult Signature Required _____

Adult Signature Restricted Delivery _____

Postage

Total Postage and Fees

\$ 6.80

Sent To

Billy R. Halsey
2705 N. River Blvd
Independence, Missouri 64050

US Form 3800, April 2015 (PSN 7530-02-000-9000) See Reverse for restrictions

7016 0910 0000 2333 4654

SWANSON BERNARD RECEIPT

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) _____

Return Receipt (electronic) _____

Certified Mail Restricted Delivery _____

Adult Signature Required _____

Adult Signature Restricted Delivery _____

Postage

Total Postage and Fees

\$ 6.80

Sent To

James Whittemore
Patriot Contracting LLC
24511 E 283rd St.
Harrisonville, Missouri 64701

US Form 3800, April 2015 (PSN 7530-02-000-9000) See Reverse for restrictions

7016 0910 0000 2333 4647

SWANSON BERNARD RECEIPT

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) _____

Return Receipt (electronic) _____

Certified Mail Restricted Delivery _____

Adult Signature Required _____

Adult Signature Restricted Delivery _____

Postage

Total Postage and Fees

\$ 6.80

Sent To

Treadwell MO, LLC
1707 E. 123rd Ter.
Olathe, Kansas 66061

US Form 3800, April 2015 (PSN 7530-02-000-9000) See Reverse for restrictions



ELECTRONICALLY RECORDED
JACKSON COUNTY, MISSOURI
02/26/2019 10:42:48 AM
DT FEE: \$ 51 00 11 Pages

INSTRUMENT NUMBER:
2019E0013277

DEED OF TRUST

McCaffree-Short Title

THIS DEED OF TRUST is made and entered into as of the 21st day of February, 2019, by and between Billy R. Halsey, an individual, hereinafter the "Grantor," and JAMES R. MUELLER, hereinafter the "Trustee," and Willie A. Rickel, beneficiary, hereinafter referred to as the "Grantee," whose mailing address is 144 The Woodlands, Kansas City, Missouri 64119.

WHEREAS, Grantee has loaned funds to Grantor and there is in existence a Promissory Note dated February 21, 2019, from Grantor to Grantee in the amount of \$1,084,000.00 (a copy of which is attached hereto as Exhibit A); and

WHEREAS, in order to secure payment of the Secured Indebtedness defined below, Grantor wishes to grant to Grantee this Deed of Trust.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

ARTICLE I

DEFINITIONS

Unless the context is otherwise specified or required, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and plural forms of such terms:

1.1. Land: The real property in Raytown, Jackson County, Missouri, legally described on the attached Exhibit B.

1.2. Mortgage: This Deed of Trust.

1.3. Mortgaged Property: Collectively, (a) the Land, (b) any improvements thereon, (c) all rights, titles and interests now owned or hereafter acquired by Grantor in and to all easements, streets, roads, highways, alleys and rights-of-way adjacent or contiguous to the Land; and (d) all fixtures now or hereafter attached to, installed in or used in connection with the Land or improvements or other buildings thereon, and all renewals, replacements and substitutions thereof and all additions and accessories thereto.

1.4. Permitted Exceptions: All currently recorded easements, restrictions or covenants.

1.5. Secured Indebtedness: (a) The Promissory Note from Grantor to Grantee dated February 21, 2019, in the original principal sum of \$1,084,000.00, together with interest at the rate provided therein; and (b) all indebtedness arising pursuant to the provisions hereof and any and all renewals or extensions of the same, or any part thereof.

ARTICLE II

GRANT

2.1. Grant. Grantor, in consideration of the debt and trust herein described, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto said Trustee and unto his substitutes, successors and assigns the Mortgaged Property, subject, however, to the Permitted Exceptions.

TO HAVE AND TO HOLD the Mortgaged Property unto the said Trustee, his substitutes or successors and his and their assigns, in Trust, for the uses and purposes hereinafter set forth.

2.2. Conditions of Grant. This conveyance is made IN TRUST to secure and enforce payment of the Secured Indebtedness and to assure the performance of all the covenants and agreements herein contained. Should Grantor do and perform all of the covenants and agreements herein contained, and make prompt and full payment of all of the Secured Indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released by the Grantee upon the written request of Grantor and at the expense of Grantor. Otherwise it shall remain in full force and effect.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Grantor hereby represents and warrants to Grantee that:

3.1. Title. Grantor holds good and indefeasible fee simple title to the Land, free and clear of all mortgages, deeds of trust, liens, encumbrances, and any other matters

affecting title except those which are Permitted Exceptions and the liens and encumbrances created in favor of Grantee, and it will warrant and defend such title against the lawful claims of all persons whomsoever.

ARTICLE IV

COVENANTS OF GRANTOR

4.1. Affirmative Covenants. Grantor covenants and agrees that from the date hereof and for so long as this Mortgage shall remain in effect, Grantor shall:

4.1.1. Payment of Taxes. Pay and discharge or cause to be paid and discharged promptly all taxes, assessments and governmental charges or levies imposed upon the Mortgaged Property, before the same shall become in default.

4.1.2. Maintenance. Cause the improvements to be kept in good condition and repair, maintain the same in a clean and orderly manner, and operate the same in compliance with all laws, ordinances and regulations of every duly constituted governmental authority or agency. In connection therewith, Grantor hereby indemnifies and agrees to hold Grantee harmless from any claims or damages relating to the Mortgaged Property, including but not limited to any claims relating to environmental remediation of the Mortgaged Property.

4.1.3. Insurance. Grantor shall maintain fire, extended coverage, vandalism and malicious mischief insurance in an amount based upon the replacement value of any improvements on the Premises, plus general liability insurance with limits not less than \$2,000,000.00 per occurrence.

4.2. Negative Covenants. Grantor covenants and agrees that from the date hereof and for so long as this Mortgage shall remain in effect or the Note shall remain outstanding, Grantor shall not:

4.2.1. Conveyance. Sell, assign, lease, transfer, convey or otherwise dispose of the Premises, or any part thereof or interest or estate therein, either directly or indirectly, or otherwise permit ownership or control of the Mortgaged Property to be other than in Grantor, without first obtaining the written consent of the Grantee.

4.2.2. Encumbrances. Create by deed of trust, mortgage or otherwise, or suffer to exist, any lien, charge or other encumbrance upon the Mortgaged Property or any portion thereof.

4.2.3. Waste. Commit or permit waste nor do or permit any act by which the Mortgaged Property shall become less valuable.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. At the option of Grantee, the occurrence of any of the following shall constitute an Event of Default hereunder:

5.1.1. The failure of Grantor to pay any amount of principal or interest due under the Promissory Note within 10 days following the giving of written notice of such failure to Grantor;

5.1.2. The failure of Grantor to perform any term, covenant or condition of this Mortgage (other than a monetary failure described in Section 5.1.1. above) within 30 days following the giving of notice of such failure to Grantor, or if such failure involves some act or condition which cannot be performed or complied with in said period, the cure thereof shall not be undertaken within such period and thereafter diligently pursued to completion;

5.1.3. The sale or transfer, whether voluntarily or involuntarily, or the contract to sell or transfer, the Mortgaged Property or any part thereof or any interest therein, or the further encumbrance of the Mortgaged Property, without first obtaining the written consent of Grantee.

5.2. Remedies Including Foreclosure. Upon an Event of Default, Grantee, in addition to any other rights or remedies available at law or in equity, may exercise any or all of the following rights and remedies as it, in its sole discretion, deems necessary or desirable:

5.2.1. Declare immediately due and payable, without further notice or demand, the Secured Indebtedness which is then unpaid, together with all interest then accrued thereon and all other amounts then owing, and exercise all rights and remedies available under at law, in equity or otherwise; and

5.2.2. In addition to any and every other remedy:

5.2.2.1. The Trustee or his successor in trust shall, at the request of the Grantee or its successor, proceed to sell the Mortgaged Property, and any and every part thereof, in whole or in parcels, at public sale to the highest bidder at the North front door of the Jackson County Courthouse, Kansas City, Missouri, for cash, first giving 20 days notice of the time, terms and place of such sale and of the property to be sold, by advertisement in some newspaper printed and published in said Jackson County, Missouri, and upon such sale shall execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed shall be prima facie evidence of the truth of such recital.

5.2.2.2. In the event of a sale of the Mortgaged Property by the Trustee, he shall receive the proceeds thereof and pay therefrom first, the cost and expenses of executing this trust, including compensation for his services and reasonable attorneys' fees, if such be employed; second, repay all advances made by the Grantee under the terms hereof together with interest thereon; third, pay the unpaid balance of the Secured Indebtedness, together with interest thereon; fourth, pay over the balance, if any, to the Grantor or her heirs or assigns.

5.2.2.3. The Trustee may sell and convey the Mortgaged Property under the power aforesaid, to any person, firm or corporation, including the Grantee, even though said Trustee has been, may now be or may hereafter be attorney for or agent of the Grantee.

5.2.2.4. If notice of such Trustee's sale of the Premises be advertised and proceedings to sell the same be discontinued at the request of the Grantor prior to the sale, the Grantor shall pay the Grantee \$500.00 and the cost of each such advertisement and a reasonable fee for the attorney, if one be employed.

5.2.3. Proceed or direct the Trustee to proceed by suit or suits, at law or in equity, to enforce the payment of the Secured Indebtedness in accordance with the terms hereof, to foreclose the lien and this Mortgage, judicially, rather than in the manner provided in Section 5.2.2. hereof, against all or any portion of the Mortgaged Property and to have said property sold under the judgment or decrees of a court of competent jurisdiction.

5.3. Remedies Cumulative. All of the remedies herein given to Grantee or otherwise available at law or in equity to Grantee shall be cumulative and may be exercised separately, successively or concurrently.

ARTICLE VI

MISCELLANEOUS

6.1. Waiver of Stay, Extension, Homestead and Redemption Laws. Grantor agrees that upon an Event of Default, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any stay, extension, homestead or redemption laws or redemption periods or grace periods now or hereafter in force and affecting the Mortgaged Property in order to prevent or hinder enforcement, foreclosure, sale, confirmation of sale or conveyance of the Mortgaged Property upon foreclosure or the final and absolute putting in possession thereof immediately after any such sale of the purchaser or purchasers

thereat, and Grantor, for itself and its successors in title, to the full extent that it may lawfully do so for itself and its successors in title, hereby waives the benefit of all such laws.

6.2. Lease of Premises. The Trustee hereby leases the Mortgaged Property to the Grantor until an Event of Default shall occur, said lease to be upon the following terms and conditions, to-wit:

The said Grantor and every and all persons claiming or possessing such Mortgaged Property or a part thereof, by, through or under it, shall and will pay rent therefor during the said term at the rate of one cent (1¢) per month payable monthly upon demand, and shall and will surrender peaceful possession to said Mortgaged Property after default or after sale under said provisions, immediately upon the execution and delivery of a Trustee's Deed hereunder and without notice or demand therefor.

6.3. Protective Advances. If Grantor shall fail to perform any of its obligations under this Mortgage and if Grantee shall advance its funds for such purposes or if Grantee shall advance sums for or in connection with any suit or proceeding referred to herein, then the sums so advanced by Grantee, together with the costs and expenses of effecting the same, shall be payable on demand with interest at the rate stated herein. All sums so advanced by Grantee, together with such interest thereon, shall be secured by this Mortgage and shall be added to and become a part of the Secured Indebtedness.

6.4. Other Future Advances. Additional advances secured by this Mortgage may, at the option of the Grantee, be made to the Grantor. All such advances shall be governed by the provisions of Section 443.055, et seq., Mo.Rev.Stat., as amended. In the event of such advances the amounts thereof shall be added to the Secured Indebtedness, thereby increasing the unpaid balance thereof by the amount of such advance, and shall be subject to all of the terms of this Mortgage as fully as though the amount advanced was originally included within the principal indebtedness secured by the Note. In no event, however, shall the total Secured Indebtedness at any one time exceed \$1,084,000.00 plus any advances made by the Grantee for the reasonable protection of its security interest in the Mortgaged Property. Additional agreements may be given and used for such advances, and provisions may be made for different payments, interest rates and other express modifications of the Mortgage, but in all other respects this Mortgage shall remain in full force and effect as to the Secured Indebtedness, including all advances.

6.5. Successor Trustee. The Grantee at its option may from time to time remove the Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Mortgage is recorded. Without conveyance of the property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

6.6. Notices. All notices, approvals, consents, requests and demands upon the respective parties hereto shall be in writing and shall be deemed to have been given or made when delivered to the addresses hereinafter set forth or when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

6.6.1. If to Grantee:
Willie A. Rickel
144 The Woodlands
Kansas City, MO 64119

6.6.2. If to Grantor:
Billy R. Halsey
2705 N. River Blvd
Independence, MO 64050

The place to which and the person to whom any such notices are delivered or sent may be changed by notice given in the manner above set forth.

6.7. Headings. The headings preceding the text of the sections and subsections of this Mortgage are used solely for convenience of reference and shall not affect the meaning or interpretation of this Mortgage.

6.8. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Missouri.

6.9. Severability. Any provision in any of this Mortgage that is unenforceable or invalid in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability or invalidity without affecting the remaining provisions thereof or affecting the operation, enforceability or validity of such provision in any other jurisdiction.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed the day and year first above written.

Billy R. Halsey
Billy R. Halsey

* Kansas
STATE OF ~~MISSOURI~~)
* Johnson) ss.
COUNTY OF ~~JACKSON~~)

On this 22nd day of Feb., 2019, before me a Notary Public in and for said State, personally appeared BILLY R. HALSEY,* known to me to be the person who executed the within instrument, and acknowledged that he executed the same for the purposes therein stated.

* A Single Person

Amber L. McDowell
Amber L. McDowell
Notary Public

My commission expires:

03/03/2020

(The Notary Public must type, print or stamp the Notary's name immediately below the Notary's signature.)

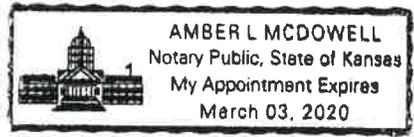


EXHIBIT A

PROMISSORY NOTE

\$1,084,000.00

February 21, 2019

FOR VALUE RECEIVED, Billy R. Halsey, a Missouri resident (the "Undersigned"), promises to pay to the order of

Willie A. Rickel

at 144 The Woodlands, Kansas City, Missouri 64119, or at such other place as the then holder of this Note (the "Holder") may from time to time designate, One-Million Eighty-four Thousand Dollars (\$1,084,000.00) with interest from date on the unpaid principal balance from time to time outstanding as follows:

The rate of interest shall be 5.5% per annum.

Principal and interest shall be paid in installments as follows:

\$8,857.18 each month, beginning March 21, 2019 (one month from the date of this Note) until March 21, 2024 (five years from the date of this Note), at which time all unpaid interest and principal outstanding shall be due immediately and paid in full. If all payments are timely made, the payment upon maturity in five years is anticipated to be \$816,133.08.

All payments made hereunder shall be applied,

First, to interest due under this Note;

Second, to any charges pursuant to the Deed of Trust which secures this Note;

And the remainder in reduction of principal.

Upon the failure of the Undersigned to pay any installment of interest or any principal due under this Note within ten (10) days from when due, the Holder, at his option, may declare all unpaid indebtedness evidenced hereby immediately due and payable. If the Holder shall elect so to accelerate the payment of the Note, all costs of collection, including reasonable attorney's fees, shall be paid by the Undersigned. Failure of the Holder to elect to exercise any option hereunder shall not constitute a waiver of his right to do so at any subsequent time.

This Note may be prepaid at any time, in whole or in part, without penalty.

The Undersigned and all endorsers, guarantors, sureties, assigns and any other parties liable or becoming liable for the payment of any sum or sums due or to become due under the terms of this Note severally waive demand and presentment for payment, protest and notice of protest and of nonpayment of this Note, and do severally consent and agree that the then Holder (1) may rearrange, adjust and extend the times and amounts of payments of interest or principal of this Note by agreement with the undersigned without notice to or consent of and without releasing any party liable or becoming liable hereon, and (2) may release any party liable or becoming liable hereon without notice to or consent of and without releasing any other person liable or becoming liable hereon.

[SPECIMEN ONLY]

BILLY R. HALSEY

EXHIBIT B

LEGAL DESCRIPTION

The following described parcels of land being and situate in the County of Jackson, State of Missouri, to wit:

Tract A:

All that part of the North 1/2 of the Northeast 1/4 of Section 7, Township 48, Range 32 being partially in Kansas City, and partially in Raytown, and wholly in Jackson County, Missouri, described as follows: Beginning at a point 50 feet North and 200 feet West of the Southeast corner of said 1/2 1/4 section; thence due West and parallel to the South line of said 1/2 1/4 section a distance of 115.00 feet; thence North 0 degrees 10 minutes 00 seconds West, and parallel to the East line of said 1/2 1/4 section, a distance of 470.00 feet; thence North 81 degrees 05 minutes 42 seconds East, a distance of 208.58 feet to a point on the Westerly right-of-way line of U.S. Highway No. 50 (as now established); thence Southeasterly along said Westerly right-of-way line, along a curve to the right having a radius of 1106.29 feet, an initial tangent bearing of South 20 degrees 20 minutes 08 seconds East, an arc distance of 240.62 feet, to the intersection of said Westerly right-of-way line, and the West line of Blue Ridge Boulevard Extension, (as now established); thence South 0 degrees 10 minutes 00 seconds East, along last said right-of-way line, a distance of 119.38 feet, to a point 200.00 feet North of the South line of said 1/2 1/4 section; thence West and parallel to the South line of said 1/2 1/4 section, a distance of 150.00 feet; thence South 0 degrees 10 minutes 00 seconds East, and parallel to the East line of said 1/2 1/4 section, a distance of 150.00 feet, to the point of beginning.

TRACT BI:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point 50 feet North of the South line of said 1/4 1/4 Section and 100 feet West of the West line of Blue Ridge Boulevard Extension; thence Northerly along a line parallel with the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence West 50 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the said West line of Blue Ridge Boulevard Extension, 150 feet to a point; thence East 50 feet to the point of beginning.

TRACT BII:

All that part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 48, Range 32, in Raytown, Jackson County, Missouri, more particularly described as follows: Beginning at a point on the West line of Blue Ridge Boulevard Extension, 50 feet North of the South line of said 1/4 1/4 Section; thence Northerly along the West line of said Blue Ridge Boulevard Extension, 200 feet to a point; thence West 100 feet along a line parallel to the South line of said 1/4 1/4 Section to a point; thence South along a line parallel to the West line of Blue Ridge Boulevard Extension, 200 feet to a point 50 feet North of the South line of said 1/4 1/4 Section; thence East to the point of beginning, Except the North 50 feet thereof.