

**CITY OF RAYTOWN
PLANNING & ZONING COMMISSION**

AGENDA

**March 5, 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 February 6, 2020, Regular 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-2020-04

Applicants: Trace and Tyler Twiford

Owners: Henry and Bella Machauf

Reason: Conditional Use Permit for Vehicle Repair/General with Accessory Sales of Less than 3 Vehicles at a Time to be Located at 9100 E. 350 Highway 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-2020-05

Applicant: Tom Winsor

Owners: International Union of Elevator Constructors, Local 12

Reason: Conditional Use Permit for Contractor's Shop to be located at 6905 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
8. Commission Discussion
9. Commission Decision to Approve, Conditionally Approve or Deny the Application
 - a. Motion
 - b. Second
 - c. Additional Commission Discussion
 - d. Vote

C. Case No.: PZ-2020-06

Applicant: LaTeasha Randle and Ronnie White, Barb's Event Space

Owners: Rosie III, LLC, Isac Goldberg, General Partner

Reason: Conditional Use Permit for Assembly Use to be Located at 6614-A Blue Ridge Blvd. in a Highway Commercial (HC) zone.

1. Introduction of Application by Chair
2. Explanation of any ex parte 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 Commission Discussion
 - d. Vote

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

7. Set Future Meeting Date – Next Regular Meeting, Thursday, April 2, 2020, at 7:00 PM.

9. Adjourn

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

**February 6, 2020
7:00 pm**

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

1. Welcome by Acting Chairwoman Dee Ann Stock

2. Call meeting to order and Roll Call

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

3. Approval of Minutes: Minutes of January 16, 2020, approved 5-0 upon motion by Frazier and second by Emerson.

4. New Business

A. Case No.: PZ 2029-02: Application for a Conditional Use Permit for Accessory 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 Chairman.

Acting Chairwoman Stock 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.

Commissioner Emerson reported Ex Parte communications with the applicant regarding this application.

3. Enter Relevant Exhibits into the Record.

Acting Chairwoman Stock 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, reviewing the location of the application, surrounding zoning and uses of property and addressed all the criteria required for a Conditional Use Permit to be issued. Included was an in-depth analysis of the available parking on the site and that the site could support the requested amount of vehicles for sale, provide enough parking for the other tenants on the site, and have additional leftover spaces.

Planning Commission discussion with questions for staff.

5. Request for Public Comment by Chairman.

William Graham, 7609 Raytown Road, the property owner testified in support of the application.

Stephen Jones, 7609 Raytown Road, the business owner of Recon Auto, testified on behalf of his application. Mr. Jones agreed to the conditions of approval in the staff report.

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 Conditional Use Permit to the Board of Aldermen with the conditions as specified in the staff report.

Ms. Emerson moved and Ms. Thurman seconded to recommend approval as recommended in the staff report. Motion passed 5-0.

B. Case No.: PZ 2029-03: Application for a Conditional Use Permit for Used Vehicle Sales Sales to be located at 6824 Blue Ridge Blvd. in a Highway Commercial, HC, zone.

1. Introduction of Application by Chairman.

Acting Chairwoman Stock 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.

Acting Chairwoman Stock 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, reviewing the location of the application, surrounding zoning and uses of property and addressed all the criteria required for a Conditional Use Permit to be issued.

Planning Commission discussion with questions for staff.

5. Request for Public Comment by Chairman.

Tara Nielsen, 5309 W. 116th St., Leawood, Kansas, representing the current property owner, Willie Rickel, testified in support of the application.

Doug White, 3225 S. Noland Rd., Independence, Missouri, representing the Business, Right Way Auto, spoke in support of the company's application. Mr. White agreed to the conditions contained in the staff report.

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 Conditional Use Permit to the Board of Aldermen with the conditions as specified in the staff report.

Mr. Frazier moved and Ms. Emerson seconded to recommend approval as recommended in the staff report. Motion passed 5-0.

- 5. Other Business-** Chris Gilbert provided a status update on several recent cases reviewed by the Planning Commission.
- 6. Set Future Meeting Date – Next regular meeting on March 5, 2020, with additional CUP applications to be on the agenda.**
- 7. Adjourn at 8:28 PM upon motion by Mr. Frazier and second by Ms. Thurman.**



Staff Report

Community Development
Planning and Development Services

PZ 2020-04

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: March 5, 2020

Re: Application for Conditional Use Permit

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Trace and Tyler Twiford

Property Owner: Henry and Bella Machauf

Property Location: 9100 E 350 Highway

Request: Conditional Use Permit approval of a tire repair and minor auto repair shop

Trace and Tyler Twiford, on behalf of property owners Henry and Bella Machauf, are requesting Conditional Use Permit (CUP) approval for an auto repair shop, general, in a Highway Commercial (HC) zoning district with accessory vehicle sales of less than 3 vehicles. Per the city's land use table, vehicle repair shops are only conditionally approved in this zoning district. The applicant is not proposing any structural or site changes be made to the existing location.

The building previously contained a business licensed under "AUTO COOL" from 8/26/1998 to 6/30/2016. Since then, the structure has sat vacant. In 2019, Mohammad Alsiyouhi was granted a Conditional Use Permit for a vehicle repair, minor, use. Mr. Alsiyouhi was unable to meet the deadline for improvements included as conditions of approval to the site to be completed and the permit never went into effect as a result.



Figure 1 – Street view of proposed auto shop

BACKGROUND

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC)
Surrounding Overlay	Highway 350 Corridor
Surrounding Land Use	Commercial Businesses and Single Family Homes
Designated Future Land Use	Commercial
Ward	Ward 1
Approximate Land Area	0.39 acres
Roadway Classification	Expressway

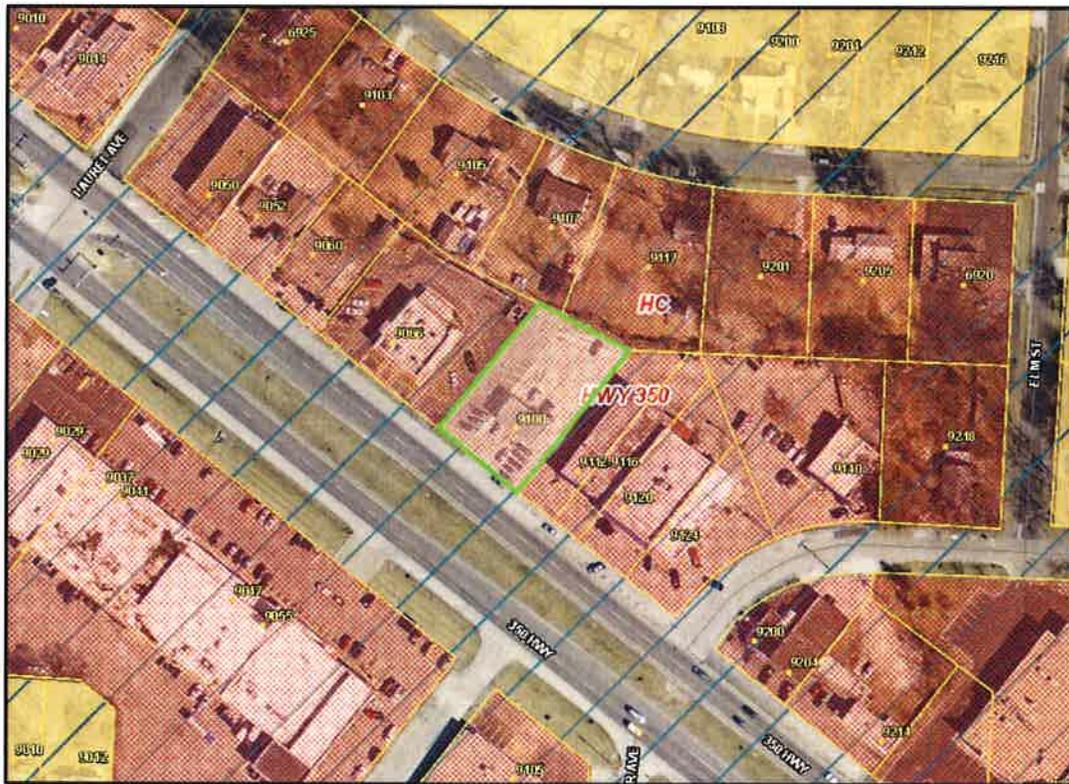


Figure 2 – Surrounding Zoning Map

SITE DESCRIPTION AND PRESENT USE

The building has sat vacant for approximately four years.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The structure faces 350 Highway, which is designated as an expressway by the City of Raytown. On the back side of the subject parcel, commercially zoned nonconforming homes



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Planning and Development Services

adjoin the property. To the West of the structure, there is a fast food restaurant on the adjoining parcel (Arby's), and on the east, a variety of commercial businesses in a single long façade.

HISTORY

The building previously ran a business licensed under "AUTO COOL" from 8/26/1998 to 6/30/2016. Since then, the structure has sat vacant. The structure appears to have been built during the late 1960's / early 1970's but it is not clear what the use was prior to AUTO COOL.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on February 17, 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 February 18, 2020. To date, the Community Development Department has received no letters/calls regarding this application. The property was posted with a Public Hearing Notice Sign on the property stating the hearing date.

ANALYSIS

In considering and making a decision on an application for a conditional use permit, consideration is required 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 parcel and all adjacent lots are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that draw business from, provide services to and would benefit from a location easily accessible to a highway or arterial street. The zoning of commercial property to this district shall be for the purpose of encouraging and requiring appropriate business development and redevelopment on a quality level generally equal to or exceeding that, which prevails in the city. It is the opinion of city staff that the proposed use would maintain the stability and integrity of the Highway Commercial zoning district.

2. Conservation of property values

An improvement to neighboring property values is expected based upon the conditions of approval in this staff report that would bring the property up to code and remove the blighted look that vacant buildings typically present. Prior to filing an application, the applicants stated that the previous conditions of approval presented at public hearing for Mr. Alsyouhi's application were acceptable to them. The main impact will be the return of a business to the structure, which will prevent further decline in the condition of the property.

3. Protection against fire and casualties

Staff believes having a new business occupant that provides ongoing maintenance will make the property less subject to vandalism and arson than it does now as a vacant building.

4. Observation of general police regulations

The proposed business will not violate any general police regulations.



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5. Prevention of traffic congestion

The proposed business will not increase traffic congestion beyond what is normal for an auto repair shop.

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

The proposed business will not affect traffic safety nor the orderly parking of motor vehicles. As a repair shop, customer parking is minimal, but vehicle-awaiting-repair storage is more significant and can easily be addressed by the large asphalt storage area behind the building that may have to be screened if the applicant plans to leave unlicensed and inoperable vehicles sitting there visible to the street and adjacent properties. Vehicles for sale will need to be displayed in a properly marked area that does not interfere with customer parking or block any drive aisles.

7. Promotion of the safety of individuals and property

The proposed business will not affect the safety of individuals or property. To the contrary, an operating business will deter criminal activity that has a greater chance of occurring on vacant, abandoned properties.

8. Provision for adequate light and air

The proposed business will not affect the air quality of the area beyond what is normal for an automotive repair shop.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed business will not affect the intensity of land uses in the area. It is an existing developed property and the proposed use is consistent with previous uses on the property.

10. Provision for public utilities and schools

The proposed business will not affect any public utilities or schools and could generate revenues that benefit the taxing entities including the school district.

11. Invasion by inappropriate uses

Staff does not view the proposed business as an inappropriate use at this location. Previous uses on the site and the building/site layout are both consistent with an auto repair business, of which there are many along 350 Highway. Having less than 3 vehicles for sale at a time in addition is not going to have a substantial impact as an accessory use.

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 and will require site and/or building improvements to bring the property to code that are addressed in the conditions of approval. Requiring 350 Highway Corridor standards for a reuse of an existing structure will be extremely difficult to enforce as the site is not being modified, expanded, reconstructed, etc., so as such does not require application of such standards at the present time with this application.

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

As the property is a currently existing developed parcel with a structure designed specifically for automotive repair, the proposed business is consistent with overall planning principles.



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

The proposed business, if approved, will reoccupy a site that has been vacant for years, resulting in blight creep in the 350 Highway Corridor. By reutilizing the property for what it is designed for and eliminating an unsightly vacant property situation, the proposed use will contribute to the orderly and proper renewal, development and growth of the City.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2020-04 – Conditional Use Permit for a general auto repair shop with accessory sales of less than 3 vehicles at a time to be located at 9100 E. 350 Highway based off the completion of the following conditions:

1. No Commercial Use Permit or business license shall be issued until all requirements of this section have been met.
2. Parking lot and driveway throughout the property is in disrepair with numerous potholes. It shall be properly repaired and thereafter maintained in good condition. The applicant has requested additional time to meet this requirement. Staff believes 60 to 90 days from date of approval by the Board of Aldermen (if it is approved) should be sufficient for this one issue based on the effort required to find and schedule a contractor and get the work completed.
3. Some areas on the sides and back of the building need to be scraped, primed and repainted and maintained in good condition at all times. Windows, doors, bay doors, and the roof all need attention to be brought back to acceptable condition. Once repaired, the building is required to be kept in acceptable condition in the future.
4. Parking lot shall be properly striped with 9 ft x 19.5 ft spaces to accommodate employees and customers. Spaces shall include a handicapped parking space accessible to the main entrance of the building that is 8 ft x 19.5 ft with an 8 ft x 19.5 ft striped unloading zone and shall have a pole sign in front of the space with the international symbol of accessibility and "van accessible" upon it.
5. Ensure the site is maintained in good condition at all times. All junk, trash, and debris that is dumped or blows onto the site shall be removed immediately. Keep all grass and weeds trimmed at all times.
6. Any dumpster needs to be screened from view of adjoining properties using approved shrubbery or an enclosure in the rear of the building, or, as an alternative, kept inside the building.
7. Spaces for vehicles for sale, should this be approved as an accessory use, shall be clearly marked "Vehicle for Sale" and vehicles that are actually for sale shall be so



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labelled as to be clearly identified. No vehicles for sale shall be placed outside the marked area.

8. If inoperable or unlicensed vehicles will be stored on the property, the asphalted storage area at the rear of the building shall be screened from view with an appropriate fencing material. Chain link with slats is not acceptable. Submit a modified site plan for the property for review and approval by City staff if this becomes necessary.
9. Signage shall be approved under separate permit.
10. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

Raytown, MO



Legend

- Road
- Parcel
- Address Point
- City Limit

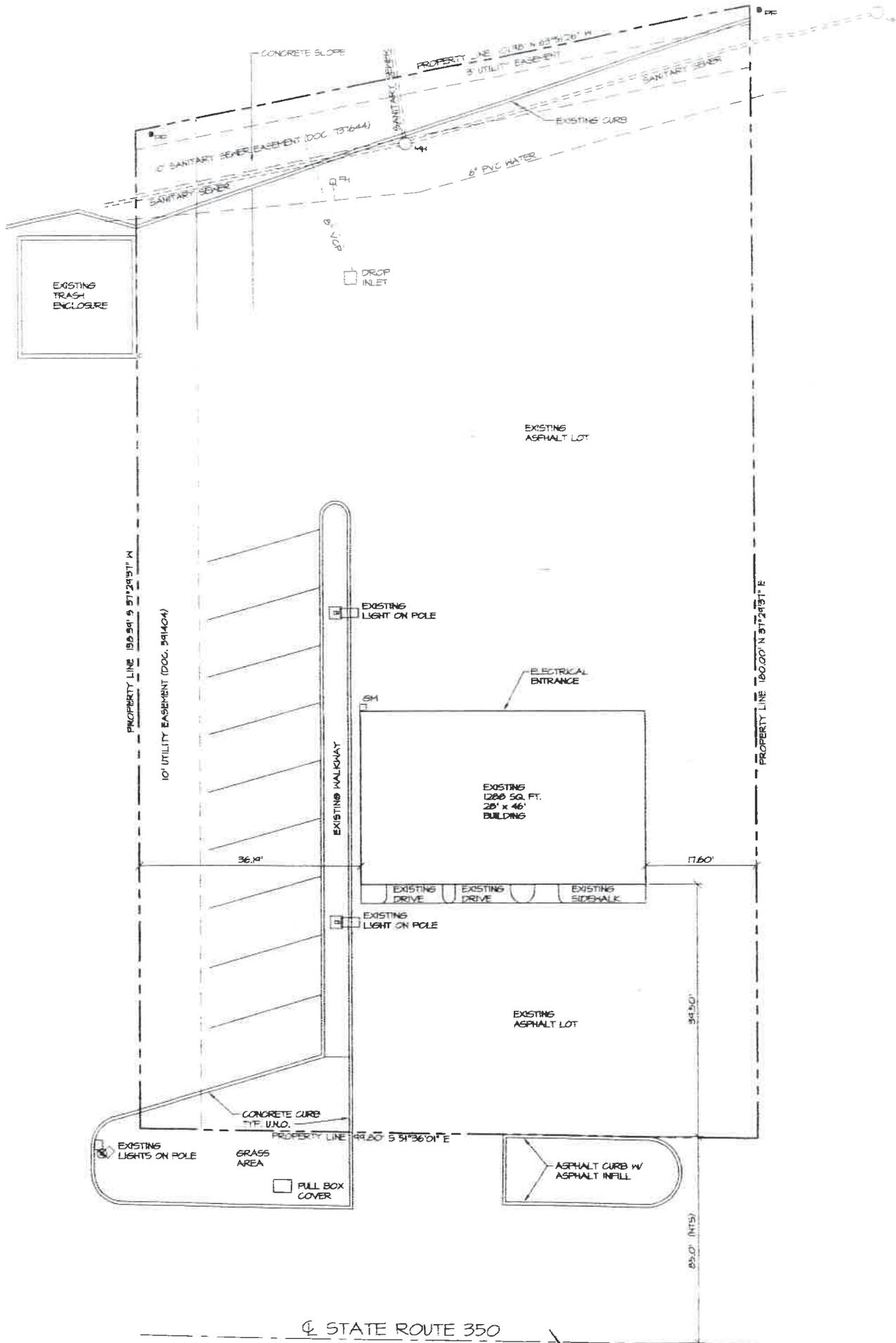
Notes



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

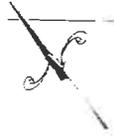
THIS MAP IS NOT TO BE USED FOR NAVIGATION





STATE ROUTE 350

EXISTING SITE PLAN
SCALE: 1" = 10'



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: 9100 E 350 Hwy 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>Henry and Bella Machauf</u>	<u>9532 Russell</u>	<u>Overland Park KS 66212 913-648-483</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>Tyler Twiford</u>	<u>- 916-859-9000</u>	
<u>Trace Twiford</u>	<u>1502 NE Harbage Cir Lees Summit MO 64081</u>	<u>816-739-2734 / wildwood small engine repair @ gmail</u>

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

Vacant

5 Zoning classification of the property: Hwy Commercial HC

6 Specify the use desired for the property: General Automotive - Small Engine Repair
Vehicle Sales of less than 3 vehicles

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)

[Signature]
[Signature]

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:

we will be providing a ~~valuable~~ service to nearby residents, as well as drawing more customers from adjoining communities

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

there are other "shop" type businesses, BUT our shop will provide a ~~much needed~~ services that is in high demand but hard to find

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

It is currently vacant.

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

There are no detrimental effects that will fall upon the nearby parcels

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

unknown

F. If the application is denied, the property owner(s) will face the following hardships: We are currently working on a contract to purchase this property. If we are unable to obtain our conditional use permit this property would be useless to us.

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

H. Additional comments:

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Chanel Jones** 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 **February 17, 2020** edition and ending with the **February 17, 2020** edition, for a total of 1 publications:

02/17/2020

Notice of Public Hearing
The Community Development Department has received an application filed by Trace and Tyler Twiford, for a Conditional Use Permit to operate a Vehicle Repair/General Use including office, vehicle engine repair, small engine repair, and limited accessory vehicle sales, to be located at 9100 E. 350 Highway in Raytown, Missouri.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at 7:00pm on Thursday March 5, 2020.

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

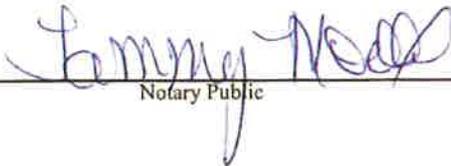
If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable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

11854257 Jackson Feb. 17, 2020



Chanel Jones

Subscribed & sworn before me this 17th day of Feb., 2020
(SEAL)



Notary Public



February 11, 2020

Dear Property Owner/Tenant:

Notice of Public Hearing in Your Area

The Raytown Community Development Department is processing an application for a Conditional Use Permit for a Small Engine and Vehicle Repair Business with accessory sales of no more than 3 vehicles at a time on property located at 9100 E. 350 Hwy. in Raytown, Missouri. This former repair shop is presently vacant, however, the applicant intends to resume vehicle and engine repair with accessory sales use at this location, 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 3:00 PM on February 18, 2020, to which you are invited to discuss the application directly with them. City staff will not be present at this time. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00pm on Thursday, March 5, 2020.** The full packet and agenda should be available for view on the City of Raytown website on Friday, February 28, 2020.

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



NOTE:

1. Title information shown hereon is based upon a Commitment for Title Insurance, issued by Chicago Title Insurance Company of Kansas City, File No. 193-6368-A dated March 23, 1994 at 8:00 A.M.
2. Utility information shown hereon is based upon the following:
 - a. Field survey methods for observable utility facilities.
3. The referenced report describes easements in Schedule B, Items 9, 14 and 18 shown hereon. A further title search may disclose easements or other records not shown hereon.
4. Item #10 of schedule B, said commitment, refers to a KCP&L easement by Document No. 224670 recorded in Book 500 at Page 457, allowing the installation of necessary poles, wires and anchors within a non-specified area along the rear lot line.
5. Item No. 11 of Schedule B refers to an easement for sidewalks, access driveway and vehicular parking. The document was illegible to clearly define the limits of this easement but appears to include the East 25.00 feet of Lot 13.
6. Item No. 12 of Schedule of said commitment grants an easement to the state of Missouri by Document No. 330323 recorded in Book 587 at page 608, a strip of land for the purpose of "Wasting excess earth or other natural material which may be excavated during the widening" of U.S. Highway 50 (Now Missouri State Highway 350). This easement would appear to affect a portion of the street of land. However we are unable to determine the exact location of said easement.
7. Item No. 15 of Schedule B of said commitment refers to a Warranty Deed filed as Document No. 591404 recorded in Book 965 at page 79, establishes joint use of a septic tank with the owner of Lot 14 "Until such time as a sewer system has been installed".
8. Item No. 20 of Schedule B grants certain rights to use a portion of the land as shown in Exhibit C of Doc. No. 1-392091 that is necessary to the operation of the McDonald's Restaurant Business. The limits are not clearly defined. Arby's Restaurant is occupying Lot 12 at present and utilizing the parking stalls as shown on this drawing West of the building.
9. The property has access to and from a public roadway as shown hereon.
10. According to the FEMA flood plain map Community No. 290176 Panel No. 0005B Dated 9-15-78, the building is not in any Flood Zone.
11. Field measurements were taken to the exterior corners of the building within 0.10 feet tolerance.
12. The building is one-story and concrete Block.
13. There is no visible encroachments across boundary lines, except as noted hereon.

No other attempt was made to locate non-observable utility facilities. This surveyor does not warrant or guarantee the accuracy or completeness of information shown hereon for non-observable utility facilities. CONTRACTORS MUST FIELD VERIFY LOCATIONS PRIOR TO ANY CONSTRUCTION.

9' STALLS

BUILDING

DESCRIPTION:

All that part of LOT 13, BLOCK 27, LAUREL HEIGHTS, a subdivision in Raytown, Jackson County, Missouri. Containing 17,000 Sq. Ft. or 0.390 of an acre, more or less.

ASPHA

EX. 1/2" BAR
IN ASPHALT

OBJECT
E

CERTIFICATION:

To: Henry and Bella Machauf, Husband and Wife and
Citizens-Jackson County Bank

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail requirements ALTA/ACSM Land Title Survey," jointly established and adopted by ALTA and ACSM in 1992: meets the accuracy requirements of an Urban Survey, as defined in the current Missouri Minimum Standards for Property Boundary Surveys adopted by the Missouri Board of Architects, Professional Engineers and Land Surveyors and includes Items 1 thru 6 thru 11 and Item No. 13 of Table A.

Signed By

Roger A. Cobble
ROGER A. COBBLE
STATE OF MISSOURI
REGISTERED PROFESSIONAL SURVEYOR
No. 2134

Date: 5-26-94

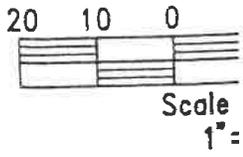
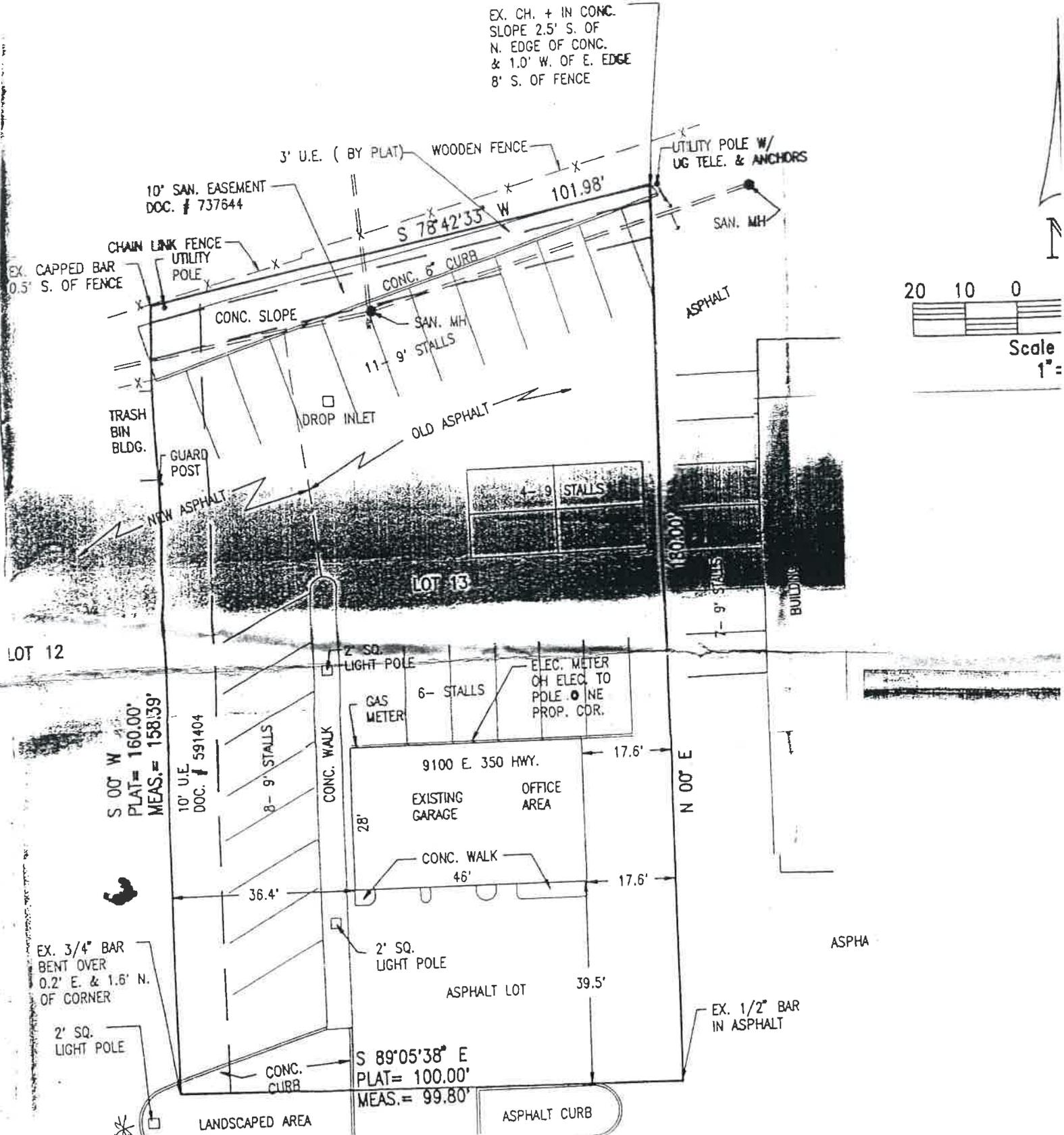
ents

1

94

P

EX. CH. + IN CONC.
SLOPE 2.5' S. OF
N. EDGE OF CONC.
& 1.0' W. OF E. EDGE
8' S. OF FENCE



LOT 12

LOT 13

S 00° W
PLAT = 160.00'
MEAS. = 158.39'

10' U.E.
DOC. # 591404

8- 9' STALLS

CONC. WALK

2' SQ. LIGHT POLE

GAS METER

6- STALLS

ELEC. METER
OR ELEC. TO
POLE IN
PROP. CDR.

9100 E. 350 HWY.

EXISTING GARAGE

OFFICE AREA

CONC. WALK
46'

36.4'

17.6'

N 00° E

2' SQ. LIGHT POLE

ASPHALT LOT

39.5'

ASPHA

EX. 3/4" BAR
BENT OVER
0.2' E. & 1.6' N.
OF CORNER

2' SQ. LIGHT POLE

CONC. CURB

S 89°05'38" E
PLAT = 100.00'
MEAS. = 99.80'

LANDSCAPED AREA

ASPHALT CURB

EX. 1/2" BAR
IN ASPHALT



JACKSON COUNTY JOINT GOVERNMENTAL TAX PAYMENT RECEIPT

RECEIPT NUMBER: 10683402

Page 1 of 1

Entered: 1/2/2018

Cashier: -1

Interest Date: 12/31/2017

Drawer: -1

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
45-520-17-15-00-0-00-000	2017	022	\$2,642.72	\$0.00	A/V Principal- Commercial
45-520-17-15-00-0-00-000	2017	REPL	\$414.92	\$0.00	Replacement Tax
Amount Applied for Tax Year 2017			\$3,057.64	\$0.00	Unpaid Balance Amount for Tax Year 2

Agency	Amount
JACKSON COUNTY	\$140.0099
MID-CONTINENT LIBRARY	\$114.4276
RAYTOWN SCHOOL C-II	\$1,824.8356
CITY - RAYTOWN	\$146.0446
FIRE DISTRICT - RAYTOWN	\$288.3356
BOARD OF DISABLED SERVICES	\$20.5871
METRO JUNIOR COLLEGE	\$66.3235
MENTAL HEALTH	\$33.4938
REPLACEMENT TAX	\$414.9200
STATE BLIND PENSION	\$8.6622

94110



Situs Address: 9100 E M 350 HWY, RAYTOWN
 Legal Description: LAUREL HEIGHTS
 LOT 13 BLK 27

Total Paid on This Receipt: \$3,057.64

Thank you for your payment.

End of Receipt Number 10683402: 1 Page

Notes:

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

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:



MACHAUF HENRY & BELLA
9532 RUSSELL ST
SHAWNEE MISSION KS 66212

34794

MACHAUF HENRY & BELLA
9532 RUSSELL ST
SHAWNEE MISSION, KS 66212



Staff Report

Community Development
Planning and Development Services

PZ 2020-05

To: City of Raytown Planning and Zoning Commission
From: Chris Gilbert, Planning & Zoning Coordinator
Date: March 5, 2020
Re: Application for Conditional Use Permit

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: Tom Winsor
Property Owner: International Union of Elevator Constructors Local 12
Property Location: 6905 Blue Ridge Blvd.
Request: Conditional Use Permit approval of a Contractor's Shop hybrid including office, assembly and indoor storage uses.

Tom Winsor, the applicant, on behalf of the Elevator Constructors Union that owns the building, is requesting Conditional Use Permit (CUP) approval for a hybrid Construction Sales and Service use that includes office, assembly and indoor storage, in a Highway Commercial (HC) zoning district. Per the city's land use table, such businesses can only be conditionally approved in this zoning district under the "Commercial and Retail Uses that are not Permitted by District Regulations" category. The applicant is not proposing any structural or site changes be made to the existing location.

The building previously contained a business licensed under Umbach Management Corporation from 1999 to 2004 and until 1999 had Dillard's Hair and Nail located there. Since then, the structure has been vacant, and most recently, used by the International union of Elevator Constructors Local 12, which no longer needs this much space and is selling the building to the applicant.



Figure 1 – Street view of Subject Building

BACKGROUND

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC)
Surrounding Overlay	Highway 350 Corridor
Surrounding Land Use	Commercial Businesses
Designated Future Land Use	Commercial
Ward	Ward 1
Approximate Land Area	1.3 Acres
Roadway Classification	Arterial



Figure 2 – Surrounding Zoning Map

SITE DESCRIPTION AND PRESENT USE

The building is presently the union meeting hall for the International Union of Elevator Constructors Local 12.

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The property is a landlocked parcel with access easement rights across the convenience store property on the west out to Blue Ridge Blvd. The property is completely surrounded by commercial uses and has no access or visibility to 350 Highway.



Staff Report

Community Development
Planning and Development Services

HISTORY

The building previously contained a business licensed under Umbach Management Corporation from 1999 to 2004 and Dillard's Hair and Nail was located there until 1999. Since then, the structure has been vacant, and most recently, used by the International union of Elevator Constructors Local 12 as a union hall.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on February 17, 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 February 21, 2020. To date, the Community Development Department has received no letters/calls regarding this application. The property was posted with a Public Hearing Notice Sign on the property stating the hearing date.

ANALYSIS

In considering and making a decision on an application for a conditional use permit, consideration is required 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 parcel and all adjacent lots are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that draw business from, provide services to and would benefit from a location easily accessible to a highway or arterial street. The zoning of commercial property in this district shall be for the purpose of encouraging and requiring appropriate business development and redevelopment on a quality level generally equal to or exceeding that, which prevails in the city. It is the opinion of city staff that the proposed use would maintain the stability and integrity of the Highway Commercial zoning district. This particular property is well suited for the applied-for use as it has no direct visibility to either Blue Ridge Blvd. or 350 Highway and thus would not be attractive for typical retail commercial uses.

2. Conservation of property values

No change in property values is expected. The principal impact will be through ongoing maintenance being provided on the property by having a regular user.

3. Protection against fire and casualties

Staff believes having a new business occupant that provides ongoing maintenance will make the property less subject to potential vandalism and arson.

4. Observation of general police regulations

The proposed business will not violate any general police regulations.

5. Prevention of traffic congestion

The proposed business will not increase traffic congestion beyond what the property has traditionally generated by its occupants.



Staff Report

Community Development
Planning and Development Services

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

The proposed business will not affect traffic safety or the orderly parking of motor vehicles. The property contains far more available parking than the new business needs for its employees. The easement access out to Blue Ridge Blvd. is sufficient to handle the small number of employees the business will have.

7. Promotion of the safety of individuals and property

The proposed business will not affect the safety of individuals or property. To the contrary, an operating business will deter criminal activity that has a greater chance of occurring on unused or lightly used properties.

8. Provision for adequate light and air

The proposed business will not affect the air quality of the area beyond what is normal for a commercial district. All activities are to be contained inside the building.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed business will not affect the intensity of land uses in the area. It is an existing developed property and the proposed use is consistent with previous uses on the property.

10. Provision for public utilities and schools

The proposed business will not affect any public utilities or schools and could generate revenues that benefit the taxing entities including the school district.

11. Invasion by inappropriate uses

Staff does not view the proposed business as an inappropriate use at this location. The current use is for a contractors organization and the new use will be contractor related as well. Given the lack of good access to the property, and lack of visibility to Highway 350 and Blue Ridge Blvd., the proposed use is appropriate at the requested location as it does not rely on customer traffic.

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 and will require some improvements to accommodate the new use. Requiring 350 Highway Corridor standards for a reuse of an existing structure will be extremely difficult to enforce as the site is not being modified, expanded, reconstructed, etc., so as such does not require application of such standards at the present time with this application.

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

As the property is a currently existing developed parcel with a structure not suited to retail commercial and lacking street visibility, the proposed business is consistent with overall planning principles.

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

The proposed business, if approved, will contribute to the orderly and proper renewal, development and growth of the City. It is a very difficult building to keep occupied as it is a landlocked parcel with limited street visibility in a commercial retail area and not laid out internally in a manner conducive to retail. The proposed use would be a good continuing use of the property for a contractor-related business, succeeding the Elevator Constructors Union.



RECOMMENDATION

Staff recommends approval of Case No. PZ 2020-05 – Conditional Use Permit for a Contractor’s Shop hybrid including office, assembly and indoor storage uses the completion of the following conditions:

1. Parking lot shall be maintained in good condition at all times. Any pot holes that develop shall be filled immediately as they appear, with consideration for time of year.
2. Parking lot shall be properly striped with 9 ft x19.5 ft spaces to accommodate all employees and expected guests (including subtenants if any space is eventually subleased). Spaces shall include handicapped parking spaces as shown on the site plan accessible to the main entrance of the building that is 8 ft x 19.5 ft with an 8 ft x 19.5 ft striped unloading zone and shall have a pole sign in front of the space with the international symbol of accessibility and “van accessible” upon it.
3. Ensure the entire building exterior is maintained in good condition at all times. This includes, doors, windows, window canopies, and bay doors, and roof.
4. Ensure the site is maintained in good condition at all times. All junk, trash, and debris that is dumped or blows onto the site shall be removed immediately. Keep all grass and weeds trimmed at all times.
5. Any dumpster on the site needs to be screened from view of adjoining properties using approved shrubbery or an approved enclosure in the rear of the building, or, as an alternative, kept inside the building and rolled out on trash day.
6. Any activities that generate significant noise levels shall be wholly contained within the structure and not permitted to negatively impact neighboring properties.
7. Any signage shall be approved under separate permit.
8. No Commercial Use Permit or business license shall be issued until all requirements of this section have been met.
9. Compliance with all applicable local, state and federal regulations, codes, ordinances, and laws.

* Please allow Pat Murley to speak on my behalf at the upcoming hearing. *PBM*

City Raytown
of

Case Number _____
File Number _____
Map Sheet _____

CITY OF RAYTOWN
APPLICATION FOR COMMERCIAL USE PERMIT

PART I Background Information

1. The subject property is located at the following address:
6905 Blue Ridge Blvd., Raytown MO

2. The name(s), address(es), and phone number(s) of the property owner(s) is/are:

Name: International Union of Elevator Constructors Local 12
Address: _____
Phone: _____

3. We, the project owner(s) hereby appoint the following person as our agent during registration of our application:

Name: Tom Winsor Address: 1309 NE Deer Valley Dr. Lee's Summit, MO 64086 Phone: 816-694-5700 Email: Winsor.tom@gmail.com

4. The proposed use is currently being used for the following purpose:

5. Zoning classification of the property: HC
6. Specify the use desired for the property: Run a carpentry fabrication business

7. Please list all existing structures and their height(s) located on the property:

Structure: Concrete block building Height: Approx. 13 ft.

8. We warrant that we, the hereby authorize the submission of this application and all required documents, and if approved, we warrant that we will maintain them in force and effect for the duration of the project.

PBM
J.P. [Signature]

PART II Conditional Use Permit Information

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

1. The visibility and integrity of the various zones districts;
2. Conservation of property values;
3. Protection against fire and invasion;
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. Protection 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. Protection 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:

There will be no changes to the exterior of the building, there will be no additional traffic or noise, at or around the building and the positive is that the building will receive much needed maintenance, and will enhance the properties surrounding the building.

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

There is a lot of retail traffic that comes in to the gas/convenience store in front of the building. Having a well maintained building with a legitimate business operating helps the area feel revitalized.

The project is not suited for the proposed zoning because:

The current zoning does not allow for the type of business that will succeed in this location because the building sits back from the street with limited visibility.

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

None

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

September 2018 (time of purchase)

F. If the application is denied, the property owners will take the following backsteps:

Inability to utilize the building to its full potential.
Difficulty selling the property to prospective buyers.

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

Yes. All utilities + the facility are adequate.

H. Additional comments:

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Chanel Jones** 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 **February 17, 2020** edition and ending with the **February 17, 2020** edition, for a total of 1 publications:

02/17/2020

Notice of Public Hearing

The Community Development Department has received an application filed by Tom Winsor, for a Conditional Use Permit to operate a Carpenter's Assembly Shop Use including office, storage, assembly, and some fabrication work, to be located at 6905 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 March 5, 2020.

The Raytown Board of Aldermen will also hold a public hearing regarding the above-described application tentatively scheduled for 7:00pm on Tuesday, April 7, 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 chrissg@raytown.mo.us.

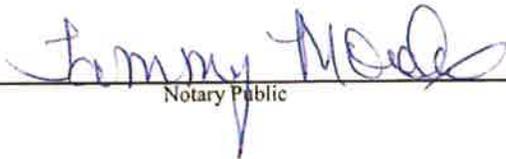
If you will require any special accommodation (i.e., qualified interpreter, large print, reader, hearing assistance) in order to attend either of these public hearings, please notify the Department of Community Development at Raytown City Hall at (816) 737-6014 no later than 48 hours prior to the applicable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

11854265 Jackson Feb. 17, 2020



Chanel Jones

Subscribed & sworn before me this 17th day of Feb, 2020
(SEAL)



Notary Public

TAMMY MOREHEAD
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: December 25, 2021
Commission Number: 12394743

Raytown, MO



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



1 in. = 114ft.



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

February 11, 2020

Dear Property Owner/Tenant:

Notice of Public Hearing in Your Area

The Raytown Community Development Department is processing an application for a Conditional Use Permit for Tom Winsor to operate a Carpentry Office/Warehouse with some assembly business at 6905 Blue Ridge Blvd. in Raytown, Missouri. This building is presently owned and operated by the International Union of Elevator Constructors Local 12, however, the applicant's intended use 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 9:00 AM on February 21, 2020, to which you are invited to discuss the application directly with them. City staff will not be present at this time. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission at **7:00pm on Thursday, March 5, 2020**. The full packet and agenda should be available for view on the City of Raytown website on Friday, February 28, 2020.

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





Official Tax Payment Receipt

Receipt No.:	11592512	Date and Time:	12/05/2019 00:00	Print Date:	2/6/2020 8:32:21 AM
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Receipt Details

Parcel No.	Tax Year	TCA/District	Amount Applied	Unpaid Balance Amount*	Description
45-520-05-55-00-0-00-000	2019	022	10,639.07	0.00	A/V Principal- Commercial
	2019	REPL	1,612.83	0.00	Replacement Tax

Payer Name and Address Information

Name	Address	Tender Type	Amount Applied
INT'L UNION OF ELEVATOR CONSTRS LOCAL 12	6320 MANCHESTER AVE STE 44, KANSAS CITY, MO 64133	Personal Check	12,251.90

Owner Name and Address Information

Parcel No.	Name	Address	Since	To
45-520-05-55-00-0-00-000	INT'L UNION OF ELEVATOR CONSTRS LOCAL 12	6320 MANCHESTER AVE STE 44, KANSAS CITY, MO 64133	09/26/2018	Current

Distribution to Districts

Parcel No.	Tax Year	Agency	Amount
45-520-05-55-00-0-00-000	2019	BOARD OF DISABLED SERVICES	69.5863
	2019	CITY - RAYTOWN	519.6524
	2019	FIRE DISTRICT - RAYTOWN	1486.4529
	2019	JACKSON COUNTY	685.7617
	2019	MENTAL HEALTH	113.1338
	2019	METRO JUNIOR COLLEGE	229.7470
	2019	MID-CONTINENT LIBRARY	407.7532
	2019	RAYTOWN SCHOOL C-II	7093.3119
	2019	REPLACEMENT TAX	1612.8300
	2019	STATE BLIND PENSION	33.6708

Real Estate Legal Descriptions

Parcel No.	Legal Line	Line No.
45-520-05-55-00-0-00-000	ROBERT SPECK'S TOWER ACRES ADD	1
	PT LOTS 2 & 3 DAF: BEG NE COR LOT 2 TH W ALG N LI LOT 2	2
	291.25' TH S 2 DEG 18 MIN 50 SEC W 106.7' TH S 86 DEG 30 MIN	3
	57 SEC E 40' TH S 2 DEG 18 MIN 50 SEC W 50' TH E 96.07' ALG	4
	N LI LOT 3 TH S 3 DEG 29 MIN 3 SEC W 80' TO S LI LOT 3 TH E	5
	ALG S LI LOT 3 156.6' TH N ALG E LI LOTS 2 & 3 236.75' TO	6
	POB	7

***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.

REMINDER: This application is for research purposes only and cannot be used to pay taxes. To pay your taxes, [Click here](#). Occasionally, the parcel number for a real estate parcel changes, due to a parcel segregation or merge. In such a case, a search of the new parcel number may not reflect tax delinquency or a full tax history concerning that parcel. You may wish to contact us to obtain that information. Or, you may wish to search



Staff Report

Community Development
Planning and Development Services

PZ 2020-06

To: City of Raytown Planning and Zoning Commission

From: Chris Gilbert, Planning & Zoning Coordinator

Date: March 5, 2020

Re: Application for Conditional Use Permit

CONDITIONAL USE PERMIT APPLICATION SUMMARY

Applicant: LaTeasha Randle and Ronnie White

Property Owner: Rosie III, LLC, Isac Rosenberg, General Partner

Property Location: 6614-A Blue Ridge Blvd.

Request: Conditional Use Permit approval for an Assembly Use to utilize a shopping center suite for event space.

LaTeasha Randle and Ronnie White, the applicants, have leased 6614-A Blue Ridge Blvd. from the shopping center owners and are requesting Conditional Use Permit (CUP) approval for Assembly Use to permit the unit to be utilized for various events such as birthday parties, special events, receptions, etc., in a Highway Commercial (HC) zoning district. Per the city's land use table, such assembly uses can only be conditionally approved in this zoning district. The applicant is not proposing any structural or site changes be made to the existing location. Interior improvements will be necessary to function as an Assembly Use and all such improvements will need to be coordinated with the Raytown Fire District and the City of Raytown Building Official should this application be approved.



Figure 1 – Street view of proposed auto shop

BACKGROUND

Property's Zoning Classification	Highway Commercial (HC)
Surrounding Properties' Zoning	Highway Commercial (HC)
Surrounding Overlay	Highway 350 Corridor
Surrounding Land Use	Commercial Businesses, City Park
Designated Future Land Use	Commercial
Ward	Ward 1
Approximate Land Area	Approx. 2000 SF Suite
Roadway Classification	Arterial



Figure 2 – Surrounding zoning map

SITE DESCRIPTION AND PRESENT USE

The subject location is a suite in a multi-tenant shopping center just north of 350 Highway's interchange with Blue Ridge Blvd. The use of the property is a combination of general office, services, and retail uses. The entire western half of the center is inside the City Limits of Kansas City, Missouri, and the eastern half, including the subject suite, is within the City Limits of Raytown. The entire site has approximately 80 parking spaces marked with space for an additional 10-20 to be marked in the rear of the property on the Kansas City side.



Staff Report

Community Development
Planning and Development Services

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The shopping center is completely surrounded by commercial uses and a City Park facility, the Rice-Tremonti Historic House on the east side of Blue Ridge Blvd. Access to the shopping center is entirely from Blue Ridge Blvd.

HISTORY

This particular lease space previously contained a business licensed under Side by Side II, LLC, an office use, that left the location in 2013. Since then, the space appears to have been vacant, as no valid business licenses appear in City records since 2013.

PUBLIC COMMENTS

The public notice was published in *The Daily Record* on February 17, 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 February 19, 2020. To date, the Community Development Department has received a call from Barb Schlapia and also the Raytown Parks staff asking about the nature of the application. Staff encouraged both to attend the public hearings. The property was posted with a Public Hearing Notice Sign on the property stating the hearing date.

ANALYSIS

In considering and making a decision on an application for a conditional use permit, consideration is required 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 parcel and all adjacent lots are zoned Highway Commercial (HC). This zoning district is designed to accommodate commercial activities that draw business from, provide services to and would benefit from a location easily accessible to a highway or arterial street. The zoning of commercial property in this district shall be for the purpose of encouraging and requiring appropriate business development and redevelopment on a quality level generally equal to or exceeding that, which prevails in the city. It is the opinion of city staff that the proposed use would maintain the stability and integrity of the Highway Commercial zoning district if sufficient parking is provided and the use is not permitted to grow beyond a set point as assembly uses can generate increased revenues for nearby businesses during events.

2. Conservation of property values

No change in property values is expected. The principal impact will be through ongoing maintenance being provided on the property by having a regular user.

3. Protection against fire and casualties

Staff believes having a new business occupant in the subject space with an assembly type use can potentially be a hazardous situation if a fire were to occur. The applicant will be required as a condition of approval to conduct all internal modifications in accordance with Raytown Fire District requirements and City of Raytown Building Codes.



Staff Report

Community Development
Planning and Development Services

4. Observation of general police regulations

The proposed business will not violate any general police regulations if the events are handled in an orderly manner. Nightclubs, dance halls, and discotheque style assembly which has a greater chance of generating situations requiring police response is not permitted under the requested "Assembly" type use. There is a specific separate Conditional Use required for those types of events.

5. Prevention of traffic congestion

Multiple access points out to Blue Ridge Blvd. from the shopping center should be sufficient to handle the event traffic for the requested use.

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

With 80+ parking spaces, any birthday parties, receptions, and similar such Assembly events should not overwhelm the available parking, particularly if held after work hours or on weekends. Applicant will be required to ensure patrons are directed to additional parking at the rear of the building on the west side.

7. Promotion of the safety of individuals and property

The Applicant will be required to ensure the Assembly activities are managed in a manner that observes proper decorum, providing a safe environment for all patrons and their property.

8. Provision for adequate light and air

The proposed business will not affect the air quality of the area beyond what is normal for a commercial district. All activities are to be contained inside the building.

9. Prevention of overcrowding and excessive intensity of land uses

The proposed business will affect the intensity of land uses in the area but only for short periods during events. It is an existing developed shopping center property and the proposed use can be compatible with the other uses on the property.

10. Provision for public utilities and schools

The proposed business will not affect any public utilities or schools and could generate revenues that benefit the taxing entities including the school district.

11. Invasion by inappropriate uses

Staff does not view the proposed business as an inappropriate use at this location. The proposed Assembly use is a commercial use.

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

The proposed use will require interior improvements to meet Building and Fire Code for group events but no exterior improvements. Requiring 350 Highway Corridor standards for a reuse of an existing suite inside a shopping center structure will be extremely difficult to enforce as the site is not being modified, expanded, reconstructed, etc., so as such does not require application of such standards at the present time with this application.



Staff Report

Community Development
Planning and Development Services

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

As the property is a currently existing developed retail commercial shopping center and the use is a commercial use, the proposed business is consistent with overall planning principles.

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

The proposed business, if approved and managed properly by the applicant, will contribute to the orderly and proper renewal, development and growth of the City.

RECOMMENDATION

Staff recommends approval of Case No. PZ 2020-06 – Conditional Use Permit for an Assembly Use at 6614-A Blue Ridge Blvd. with the following conditions:

1. The approved Assembly Use does not include activities contained under the “Nightclubs, Dance Halls, and Discotheques” Use category. Birthday parties, receptions, and similar gatherings would be consistent with Assembly Use. Complaints received by the City from neighboring tenants and property owners regarding parking, noise, and inappropriate activities related to the Assembly Use may result in this Conditional use Permit being returned to the Planning Commission for reconsideration.
2. Any interior renovations and all inspection issues noted by the Raytown Fire District and City of Raytown Building Official to be addressed prior to any Use Permit being issued, including applying for building permits and providing plans where necessary.
3. Any activities that generate significant noise levels shall be wholly contained within the structure and not be permitted to negatively impact neighboring businesses and properties.
4. Applicant to direct patrons to extra parking on backside of shopping center on the west to reduce impact on other tenants.
5. Any signage shall be approved under separate permit.
6. No Commercial Use Permit or business license shall be issued until all requirements of this section have been met.
7. 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:
6614-A Blue Ridge Blvd. Raytown MO

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

Name	Address	Phone
<u>Rosie III LLC</u>	<u>PO Box 6734</u>	<u>Leawood KS 66206</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>Barb's event space</u>	<u>SAME</u>	<u>816 337 8636</u>
<u>Lateasha Randle</u>	<u>PO Box 34521</u>	<u>(816) 888-0808</u>
	<u>Kansas City MO 64116</u>	<u>Lateasha.randle3@gmail.com</u>

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

Event space

5. Zoning classification of the property: Highway Commercial (HC)

6. Specify the use desired for the property: Event Space

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

Structure	Height
<u>N/A</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)

Rosie III LLC

Isaac Rosenberg - General Partner

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:

will bring potential customers to Raytown
which in turn creates more revenue for
the city.

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

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

Property is currently unoccupied.

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

There are no foreseen detrimental effects on nearby parcels.

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

Unsure how long property has been vacant.

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

If application is denied it would cause financial burden. A lease has already been signed

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

There are no changes to utilities

H. Additional comments:

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF JACKSON

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Chanel Jones** 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 **February 17, 2020** edition and ending with the **February 17, 2020** edition, for a total of 1 publications:

02/17/2020

Notice of Public Hearing

The Community Development Department has received an application filed by LaTeasha Randle of Barb's Event Space business, for a Conditional Use Permit to operate an Assembly-Type Use to be located at 6614-A 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 March 5, 2020.

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

11854266 Jackson Feb. 17, 2020

Chanel Jones

Subscribed & sworn before me this 17th day of Feb, 2020

(SEAL)

Notary Public



February 11, 2020

Dear Property Owner/Tenant:

Notice of Public Hearing in Your Area

The Raytown Community Development Department is processing an application for a Conditional Use Permit for Barb's Event Space at a property located at 6614-A Blue Ridge Blvd. in Raytown, Missouri. This shopping center space is presently vacant, however, the applicant intends to operate an Assembly type 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 4:00 PM on February 19, 2020, to which you are invited to discuss the application directly with them. City staff will not be present at this time. If you have any concerns or need more information about the application, this is a good meeting to attend.

A public hearing to consider this application will be held by the Raytown Planning & Zoning Commission **at 7:00pm on Thursday, March 5, 2020.** The full packet and agenda should be available for view on the City of Raytown website on Friday, February 28, 2020.

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



816-353-8100

816-4728

CONDITIONAL USE PERMIT
2020-06
PUBLIC HEARING AT CITY HALL
BEFORE PLANNING COMMISSION ON
7:00 PM



Property Account Summary

Parcel Number	45-340-01-62-00-0-00-000	Property Address	6612 BLUE RIDGE BLVD , RAYTOWN, MO 64133
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General Information

Property Description	BLUE RIDGE WOODS TH PT LOTS 3 & 4 LY WITHIN RAYTOWN
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	022

Property Characteristics

Property Class	2010
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Parties

Role	Percent	Name	Address
Taxpayer	100	ROSIE III LLC	P O BOX 6734, LEAWOOD, KS 66206
Owner	100	ROSIE III LLC	P O BOX 6734, LEAWOOD, KS 66206

Property Values

Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Market Value Total	750,100	412,990	412,990	361,300	361,300
Taxable Value Total	240,032	132,157	132,157	115,616	115,616
Assessed Value Total	240,032	132,157	132,157	115,616	115,616

No Charges are currently due.

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

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

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	148.820000
CITY - RAYTOWN	1,111.350000
FIRE DISTRICT - RAYTOWN	3,178.980000
JACKSON COUNTY	1,466.600000
MENTAL HEALTH	241.950000
METRO JUNIOR COLLEGE	491.350000
MID-CONTINENT LIBRARY	872.040000
RAYTOWN SCHOOL C-II	15,170.020000
STATE BLIND PENSION	72.010000
REPLACEMENT TAX	3,449.260000

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
12/13/2019 00:00	11674023	26,202.37	26,202.37	26,202.37	0.00
12/10/2018 00:00	11055257	14,349.21	14,349.21	14,349.21	0.00
12/21/2017 00:00	10576143	13,994.90	13,994.90	13,994.90	0.00
12/16/2016 00:00	9989963	12,183.03	12,183.03	12,183.03	0.00
12/14/2015 00:00	9413535	12,210.20	12,210.20	12,210.20	0.00



Property Account Summary

Parcel Number	45-340-01-63-00-0-00-000	Property Address	6600 BLUE RIDGE BLVD , KANSAS CITY, MO 64133
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General Information

Property Description	BLUE RIDGE WOODS N 30FT OF LOT TH PT LOTS 3&4 LY OUTS IDE RAYTOW N
Property Category	Land and Improvements
Status	Active, Host Other Property, Locally Assessed
Tax Code Area	019

Property Characteristics

Property Class	2010
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Parties

Role	Percent	Name	Address
Taxpayer	100	ROSIE III LLC	P O BOX 6734, LEAWOOD, KS 66206
Owner	100	ROSIE III LLC	P O BOX 6734, LEAWOOD, KS 66206

Property Values

Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Market Value Total	138,850	92,560	92,560	71,200	71,200
Taxable Value Total	44,432	29,619	29,619	22,784	22,784
Assessed Value Total	44,432	29,619	29,619	22,784	22,784

No Charges are currently due.

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

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

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	27.550000
CITY - KANSAS CITY	709.130000
JACKSON COUNTY	271.480000
MENTAL HEALTH	44.790000
METRO JUNIOR COLLEGE	90.950000
MID-CONTINENT LIBRARY	161.420000
RAYTOWN SCHOOL C-II	2,808.100000
STATE BLIND PENSION	13.330000
REPLACEMENT TAX	638.490000

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
12/13/2019 00:00	11674021	4,765.25	4,765.25	4,765.25	0.00
12/10/2018 00:00	11055255	3,252.91	3,252.91	3,252.91	0.00
12/21/2017 00:00	10576142	3,165.03	3,165.03	3,165.03	0.00
12/16/2016 00:00	9989954	2,420.39	2,420.39	2,420.39	0.00
12/14/2015 00:00	9413573	2,416.41	2,416.41	2,416.41	0.00

REMINDER: This application is for research purposes only and cannot be used to pay taxes. To pay your taxes, [Click here](#).



Jackson County Missouri

Property Account Summary

Parcel Number	45-340-01-60-01-0-00-000	Property Address	NO ADDRESS ASSIGNED BY CITY, KANSAS CITY, MO 64133
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General Information

Property Description	RNG-32 TWP-48 SEC-06 PT OF SE 1/4 DAF: BEG NW COR LOT 2 BLUE RIDGE WOODS TH N 11 DEG W ALG W LI SD SUB 245.02' TO NW COR LOT 4 SD SUB TH W 25.8' TH S 240' TH E 75.16' TO POB
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	019

Property Characteristics

Property Class	2010
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Parties

Role	Percent	Name	Address
Taxpayer	100	ROSIE III LLC	P O BOX 6734, LEAWOOD, KS 66206
Owner	100	ROSIE III LLC	P O BOX 6734, LEAWOOD, KS 66206

Property Values

Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Market Value Total	37,800	24,700	24,700	19,000	19,000
Taxable Value Total	12,096	7,904	7,904	6,080	6,080
Assessed Value Total	12,096	7,904	7,904	6,080	6,080

No Charges are currently due.

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

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

Distribution of Current Taxes

District	Amount
BOARD OF DISABLED SERVICES	7.500000
CITY - KANSAS CITY	193.050000
JACKSON COUNTY	73.910000
MENTAL HEALTH	12.190000
METRO JUNIOR COLLEGE	24.760000
MID-CONTINENT LIBRARY	43.940000
RAYTOWN SCHOOL C-II	764.470000
STATE BLIND PENSION	3.630000
REPLACEMENT TAX	173.820000

Receipts

Date	Receipt No.	Amount Applied	Amount Due	Tendered	Change
12/13/2019 00:00	11674022	1,297.27	1,297.27	1,297.27	0.00
12/10/2018 00:00	11055256	868.06	868.06	868.06	0.00
12/21/2017 00:00	10576144	844.61	844.61	844.61	0.00
12/16/2016 00:00	9989932	645.89	645.89	645.89	0.00
12/14/2015 00:00	9413531	644.83	644.83	644.83	0.00

New Lease

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") made and entered into as of **December 20 ,2019**, by **Ronnie White** and between **Rosie III. LLC DBA.Elis Enterprises**. ("Owner"), which Owner is hereinafter referred to as "Landlord" AND **Ronnie White**, a sole proprietor hereinafter referred to as ("Tenant").

Landlord is the owner of land and improvements commonly known as, 6614 Blue Ridge. Raytown, MO 64133 Landlord makes available for lease a portion of the shopping center having an address of 6614 Blue Ridge. Raytown, MO 64133 containing approximately 4,500 square feet and hereinafter referred to as the "Premises". The same may be more particularly described in Exhibit A, if attached.

Witnesseth That for good and valuable consideration, Landlord leases to Tenant and Tenant leases from Landlord, the Premises together with the nonexclusive right to use the common areas in and about any building of which the Premises form a part, on the terms described in this L

1. BASIC TERMS: The following basic terms shall apply to this Lease.

**"Term": A period 13months
starting on: December 20, 2019**

"Possession Date": Tenant will receive possession of the space at lease execution.

"Build Out Period": Tenant will have access to the space at lease execution to begin Tenant's work. During this time, Tenant will pay "reimbursements" listed below and utilities.

"Prepaid Rent": \$/600 representing payment of the first monthly installment of rent for the Term along with the deposit being \$/1200 paid in full with certified funds upon lease execution.

Rent will be \$600 for the 1st 6 months and \$1000 for the second 6 months.

With the second month free.

First year renewal \$1500 per month

Second year renewal \$1650 per month.

"Proportionate Share": Tenant's percentage of rentable floor in the entire shopping center agreed by Landlord and Tenant to equal approximately.

"Reimbursements": CAM charges are included in the modified gross rental rate listed below. Also included in the modified gross rate are the **building taxes, building insurance, water will be paid by the landlord for the tenant's proportionate share. This rate does not include utilities or business liability insurance.** Tenant shall pay estimated \$100.00 for water and sewer based on usage.

"Rent": Payable in monthly installments according to the rent schedule below to **Landlord Elis Enterprises P O BOX 6734 Leawood, KS 66206** Upon lease execution, --

Rent Schedule:

See Exhibit A **"Security Deposit"**; to be paid at lease execution. The security deposit is \$1200 paid in full with certified funds upon lease execution.

Note: The combined total due upon lease execution of prepaid **Rent and Security Deposit is \$1800 in certified funds.**

"Late Fee": On each occasion Tenant is more than five (5) days late in payment of any amount due under this Lease, a **late charge** of \$200 shall be assessed as additional rent.

"HVAC": limits of tenant cost of repair shall be during the first year only and regarding usage

the tenant cannot sell liquor by the drink.

2. PAYMENT OF RENT: Tenant agrees to pay the monthly installments of rent in advance on the first day of each and every month during the Term and any extensions or renewals thereof, without demand, except that Tenant shall pay the first monthly installment concurrently with the execution of this Lease as described in Prepaid Rent above. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of the month, the monthly installment of rent for such month(s) shall be prorated on a daily basis. Tenant's covenant to pay rent shall be independent of every other covenant set forth in this Lease and Tenant shall have no right of deduction or set-off whatever.

3. DELIVERY OF PREMISES: Landlord shall use due diligence to give possession as scheduled above and rent shall abate (prorated on a daily basis) for the period of any delay in so doing, but such delay will not change the scheduled expiration of the Term. Tenant shall make no other claim against Landlord for such delay.

4. SECURITY DEPOSIT: Tenant shall pay Landlord the security deposit described above upon execution of this Lease. Landlord shall hold the security deposit without interest as security for the payment of rent and any other payments now or which may become due Landlord under this lease and as security for the faithful performance by Tenant of all the terms of this Lease. If tenant defaults with respect to any provision of this lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the

security deposit to its original amount and Tenant's failure to do so shall be a default under this lease. Landlord shall return the security deposit to Tenant after the expiration of this Lease or of any renewal or extension thereof or upon the termination without the fault of default of Tenant, provided Tenant shall have made all such payments and performed all the terms of the Lease. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under this Lease.

5. USE OF PREMISES: Tenant agrees to use and occupy the Premises solely for Events and no other purpose without the prior written consent of the Landlord in each or any event, which written consent shall be at Landlord's discretion.

6. INSURANCE; INDEMNITY; LIABILITY: Tenant shall comply with all insurance regulations so the lowest fire, lightning, explosion, extended coverage and liability insurance rates may be obtained; and nothing shall be done or kept in or on the Premises by Tenant or which will cause cancellation of any such insurance or which will cause an increase for the premium for any such insurance on the Premises or on any building of which the Premises form a part or on any contents located therein, over the premium usually charged for the proper use of the Premises as permitted by this Lease. On demand, Tenant shall reimburse Landlord for insurance, as provided in the paragraph captioned "Basic Terms," prorated on a daily basis for any partial year. Tenant shall make equal monthly payments which shall be estimated and annually reconciled based on actual cost for each year.

7. Tenant shall at all times indemnify, defend and hold harmless Landlord from all loss, liability, cost, or damages that may occur or be claimed with respect to any person, entity, or property, on or about the Premises or to the Premises itself resulting from any act or omission of Tenant, its agents, employees, invitees, or any person on the Premises related to Tenant's use, occupancy, non-use, or possession of the Premises and any and all loss, cost, liability or expense resulting therefrom except to the extent caused by Landlord's willful misconduct or gross negligence. Tenant shall maintain the Premises in a safe and careful manner.

8. Tenant shall maintain adequate insurance on its personal property used or kept in the Premises and shall maintain comprehensive public liability insurance with a responsible insurance company, licensed to do business in Missouri and satisfactory to Landlord, properly protecting and indemnifying Landlord in an amount of not less than One Million Dollars (\$1,000,000) for injury to or death of anyone person, One Million Dollars (\$1,000,000) for personal injury to or death of two or more persons arising out of any one occurrence and not less than One Hundred Thousand Dollars (\$100,000) with respect to property damage. Tenant shall furnish Landlord with a certificate or certificates of insurance covering such insurance so maintained by Tenant.

9. SIGNS AND ADVERTISEMENTS: Tenant shall not put upon nor permit to be put upon any part of the Premises, any signs, billboards or advertisements whatsoever without the prior written consent of Landlord. The parameters upon which the Landlord

will consent are described in Exhibit B if attached hereto and incorporated herein by reference. If exhibit B is not attached any Signs and Advertisements will need Landlord approval.

10. ACCEPTANCE, MAINTENANCE AND REPAIR: Except as otherwise provided herein, Tenant has inspected and knows the condition of the Premises and accepts space AS IS and in its present condition (subject to ordinary wear, tear, and deterioration if the Term commences after the date hereof, and to the rights of present or former occupant or occupants, if any, to remove movable property). Tenant shall keep in good repair and condition and, when necessary, will replace all parts of the Premises (except those for which Landlord is expressly responsible under this Lease), including, without limitation, utility service lines from the point where such lines enter any building of which the Premises form a part, interior walls, inside surfaces of exterior walls, fixtures, floor coverings, lighting fixtures, heating, ventilating, air-conditioning, plumbing, glass, windows, doors, electrical and other mechanical equipment, appliances and systems, improvements made by and at the expense of Tenant, Tenant's property (including, without limitation, Tenant's signs and (advertisements)). Tenant will prevent water pipes from freezing, will prevent damage to by placement or movement of trash containers, trailers, or dollies on, driveways, approaches, sidewalks, parking areas and adjacent alleys. Tenant will not store personal property any place outside of a building without the prior written consent of Landlord. Any damage to adjacent spaces and businesses as a result of the Tenant's occupancy shall be the responsibility of the Tenant. Tenant shall surrender the Premises broom clean, in the same condition as when occupied, excluding ordinary wear and tear.

11. MAINTENANCE BY LANDLORD: Landlord shall keep in repair, ordinary wear and tear excepted, the roof and exterior walls (exclusive of interior surfaces), gutters and downspouts of any building of which the Premises form a part, except as to damage arising from the negligence of the Tenant, but nothing herein shall be construed as requiring Landlord to repair any front or other part installed by the Tenant or glass in windows or doors. Landlord shall have no duty to make any such repairs until and unless Tenant notifies Landlord, in writing, of the necessity therefore, in which event Landlord shall have a reasonable time thereafter to make such repairs. Landlord reserves the right to the exclusive use of the roof and exterior walls which Landlord is so obligated to repair.

12. ENTRY: Landlord may enter the Premises at reasonable hours to examine the same, to show the same to prospective lenders and purchasers, and to do anything

Landlord may be required to do under this Lease or which Landlord may deem necessary for the good of the Premises or any building of which the Premises form a part; and, during the last days of this Lease, Landlord may display a "For Rent" sign on and show the Premises to prospective tenants.

13. MULTIPLE TENANCY RULES: Tenant shall conduct its business in a manner not objectionable to other tenants of Landlord by taking reasonable steps to reduce noise, vibration, odor, trash or fumes. If Landlord receives complaints from its other tenants, Tenant, upon notice from Landlord thereof, will promptly modify its conduct to eliminate such objectionable operations. Subject to the paragraphs captioned "Basic Terms" and "Maintenance by Landlord", Tenant shall pay to Landlord, Tenant's Proportionate Share of the operating expenses of the shopping center for any common areas (including, without limitation, expenses for security, lighting, painting, cleaning, snow and ice removal, inspecting, repairing and replacing) incurred by landlord in its discretion. Tenant shall make such reimbursements on demand, but no more frequently than monthly. Landlord shall make monthly or other periodic charges based upon the estimated annual cost of operating expenses payable in advance but subject to annual readjustment based on the actual cost for such year.

Tenant will comply with rules of the shopping center adopted and altered by Landlord from time to time and will cause all of its agents employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. Existing rules for the shopping center, if any, are attached hereto as Exhibit C and incorporated herein by reference.

15. DAMAGE BY CASUALTY: the Premises or any building of which the Premises form a part, shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then, at Landlord's option, this Lease shall terminate from the date of such damage or destruction and Tenant shall immediately surrender the Premises to Landlord, and Tenant shall pay rent, prorated on a daily basis, to the time of such surrender; provided, however, that Landlord shall exercise its option to terminate this Lease by written notice to Tenant within ninety (90) days after such damage or destruction. If Landlord does not elect to terminate this Lease, then this Lease shall continue in full force and Landlord shall repair the Premises using reasonable diligence to put the same in as good a condition as prior to the damage or destruction, and for that purpose may enter the Premises. Rent shall abate in proportion to the extent and duration of untenability. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property within ten (10)

days after the request of the Landlord. If the fire or other casualty does not render the Premises untenable and unfit for occupancy, then Landlord shall repair the same using reasonable diligence but rent shall not abate. Tenant shall have no claim for compensation or otherwise resulting from the inconvenience or annoyance arising from such repairs of any portion of any building or the Premises, however occurring.

16. PERSONAL PROPERTY: Landlord shall not be liable for any loss or damage to any merchandise, inventory, goods, fixtures, improvements or personal property in or about the Premises, regardless of the cause of such loss or damage.

17. ALTERATIONS: Tenant shall be permitted to build out the interior of the space to meet guidelines set forth for business. Tenant shall not make any additional alterations or additions in or to the Premises without the prior written consent of Landlord.

18. UTILITIES OR SERVICES: Tenant shall furnish and pay for all electricity, gas, fuel, and any services or utilities used in or assessed against the Premises, unless otherwise expressly provided in this Lease. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants unless provisions for such usage are specifically made and detailed in this Lease.

19. PARKING: During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the shopping center, their customers and invitees, of the non reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as may be prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the shopping center or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

20. PUBLIC REQUIREMENTS: Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof, including, without limitation, environmental laws and accessibility laws, and indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

21. FIXTURES: All building repairs, alterations, additions, improvements, installations, and other fixtures, by whomsoever installed or erected (except for such business trade fixtures and equipment belonging to Tenant as Tenant can remove without damage to

the Premises or building) shall belong to Landlord and remain on and be surrendered with the Premises at the expiration of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to their original condition.

22. REAL ESTATE TAXES AND ASSESSMENTS: On demand, Tenant shall reimburse Landlord for real estate taxes and installments of either general or special assessments, as provided in the paragraph captioned "Basic Terms," prorated on a daily basis for any partial year, Tenant shall make equal monthly payments which shall be estimated and annually reconciled based on actual cost for each year.

23. EMINENT DOMAIN: If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasie or purpose, this Lease shall terminate upon the date when the possession of the Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired Term. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Landlord's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, Landlord shall have the right to cancel this Lease after having given written notice of cancellation to Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In either case, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or change of grade. Nothing in this paragraph shall preclude an award being made by the condemning authority to Tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

24. SUBROGATION: In consideration of this Lease, each of the parties to this Lease releases each other from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by parties resulting from a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that such releases shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties. The parties agree that any insurance to their

respective properties shall contain an appropriate provision whereby the insurer consents to the mutual release of liability contained in this paragraph.

25. DEFAULT AND REMEDIES: If: (a) Tenant fails to comply with any term of this Lease; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant in bankruptcy or under any similar law; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for the benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises or any part thereof either with or without process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rent and upon such terms as Landlord in its sole discretion may deem advisable, With the right to repair, renovate, remodel, redecorate, alter and change the Premises. At the option of Landlord, rents received by Tenant from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, without limitation, attorneys' fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecoration, alterations and changes in the Premises; third, to the payment of rent, additional rent, and interest, due and payable under this Lease, and, if after applying such rents against the rent and additional rent and interest Tenant must pay Landlord under this lease there remains a deficiency, Tenant shall pay any such deficiency to Landlord as calculated and collected by Landlord monthly. No such re-entry or taking possession of the Premises shall be construed as an election on Landlord's part to terminate or accept a surrender of this Lease unless Landlord gives Tenant a prior written notice of such intention. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach and default. Should Landlord at any time terminate this lease by reason of any default, in addition to any other remedy it may have, it may recover from Tenant the worth at the time of such termination of the excess of the amount of rent and additional rent reserved in this Lease for the balance of the Lease Term over the then reasonable rental value of the Premises for the same period. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or

otherwise, without such result being deemed a termination of or acceptance of surrender of this Lease, and Landlord, whether this Lease has been terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If Landlord uses an attorney to enforce its rights or to collect any amount payable by Tenant under this Lease, then in each case Tenant shall pay Landlord's reasonable attorney's fees and expenses.

26. WAIVER: The rights and remedies of the Landlord under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Landlord of any breach or breaches, default or defaults, shall not be deemed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default; and it is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid hereunder shall in no manner alter or affect the covenant and obligation of Tenant to pay Subsequent installments of rent promptly upon the due date thereof. No receipt of money by Landlord after termination of this Lease in any way shall reinstate, continue or extend 27. the Term.

28. REAL ESTATE COMMISSION: At execution of Lease Total commission of six (6%) percent shall be paid to Keller Williams Key Partners L.L.C (Landlord's Broker)

29. HOLDING OVER: If Tenant holds over after the Term or any renewal or extension thereof, Tenant will pay a minimum of double rent for the entire hold-over period and unless Landlord and Tenant enter a written "hold-over agreement" expressly identified as such, Tenant shall be deemed a trespasser and shall have no right to the Premises whatsoever. Tenant shall further be liable to Landlord for all direct and consequential damages caused by such holdover and for all attorneys' fees and expenses incurred by Landlord in enforcing its rights under this Lease.

30. ASSIGNMENT AND SUBLETTING: Tenant may not assign this Lease or allow it to be assigned by operation of law or otherwise, or sublet the Premises or any part thereof, or use or permit the Premises to be used for any purpose not permitted by this Lease without the prior written consent of Landlord to each such assignment, sublease, or change in use, which consent will not be unreasonably withheld. In the event the Landlord does agree to any assignment, or sublease a \$500.00 fee will be due from the

Tenant to the Landlord upon execution of new assignment or sublease.

31. ESTOPPEL CERTIFICATE: Tenant shall, from time to time upon not less than ten (10) days' prior written request by Landlord, deliver to Landlord a written certificate stating as follows: that this Lease is unmodified and in full force, or if modified, that the Lease as modified is in full force, the dates to which rent or other charges have been paid, and that Landlord is not in default under this Lease except for such defaults, if any, described in detail in such certificate.

32. SUBORDINATION: If Landlord holds title to the Premises under a lease, then this Lease, as a sublease, shall remain subject to the terms of the underlying lease. This Lease shall also be subject and subordinate in law and equity to any existing or future mortgage or deed of trust placed by Landlord upon these Premises or the property of which the Premises form a part. Upon request, Tenant shall execute any documents reasonably required to confirm such subordination.

33. QUIET POSSESSION: Landlord agrees that if Tenant performs fully all of its obligations under this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises; provided that such covenant of quiet enjoyment shall only bind the named Landlord, its heirs, successors, or assigns during such party's ownership of the Premises. Landlord and Tenant further represent that each has full right, title, power and authority to make, execute and deliver this Lease.

34. SUCCESSORS AND ASSIGNS: All the Covenants, agreements and conditions herein contained shall extend to and be binding upon the respective successors, heirs, executors, administrators, assigns, receivers or other personal representatives of the parties to this Lease. Neither this Lease nor any interest therein shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise. Upon request, Tenant shall attorn to any successor to Landlord and shall execute any documents reasonably required to carry out such attornment.

35. INTEREST: All unpaid amounts due Landlord under this Lease shall bear Interest at the rate of twelve (12) percent per year from the due date until paid.

36. ENTIRE AGREEMENT: This Lease supersedes all prior negotiations and agreements between the parties hereto. The parties have made no representations, warranties, understandings or agreements other than those expressly set forth herein.

37. AMENDMENTS: This Lease may be amended or modified in whole or in part only by a written agreement executed in the same manner as this Lease and making specific reference thereto.

38. CONSTRUCTION: Unless the context otherwise requires, when used in the Lease, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include an individual or any entity. If any provisions of this Lease found to be contrary to law, or void as against public policy or otherwise, such provisions shall be either modified to conform to the laws or considered severable with the remaining provisions hereof continuing in full force. The titles and headings in this Lease are used only to facilitate reference, and in no way to define or limit the scope or intent of any of the provisions of this Lease. This Lease may be executed in two or more counterparts, all of which taken together shall constitute one instrument. All Riders attached to this Lease and signed or initialed by Landlord and Tenant are incorporated herein by reference. This Lease shall be governed by the internal laws of Missouri.

39. NOTICES: All notices, consents, approvals, requests, waivers, objections, or other communications (collectively "Notices") required under this Lease shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt, and addressed to Tenant at the Premises or to Landlord where rent is payable or at such other address as either party shall designate by written notice to the other party. Notices shall be deemed effective the day after mailing or upon the receipt or refusal of either hand delivery or next-day delivery.

40. MEMORANDUM OF LEASE: The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the

appropriate provisions of this Lease.

41. LANDLORD'S WORK OR ALLOWANCE: Additional terms or conditions that are the responsibility of either party to this Lease, if any, will be reduced to writing, signed by both parties and attached hereto as Exhibit D and incorporated herein by reference.

42. TIMELY AND EXACT PERFORMANCE ARE ESSENTIAL TO THIS LEASE.

43. Tenant shall be responsible for \$500.00 per occurrence of repair to HVAC. Tenant at Tenant's

expense have HVAC serviced two times a year by a reputable heating & cooling company. Limits of tenant cost of repair shall be during the first year only.

44. Landlord shall at Landlord's expense have HVAC, plumbing & electricals in good workmanlike condition at commencement of Lease.

45. Tenant shall have the right to remodel interior with landlords written permission.

46. The tenant cannot sell liquor by the drink.

IN WITNESS WHEREOF, the parties have executed this Lease on the date(s) indicated below their respective signatures.

TENANT DBA: Barb's Event Space

Name:Ronnie White

Signature:

Ron White dotloop verified
01/03/20 9:51 AM CST
XRKJ-IQPA-SSDL-EECY

Home Address: 7033 Agnes Ave KC, MO
64132

Phone Number: 8163378636 Social Security:
487700372

RW
01/03/20
9:51 AM CST
dotloop verified

LANDLORD- Rosie III LLC DBA Ellis

Enterprises Name: Isac Rosenberg

Title: Owner/

Landlord

Isac Rosenberg
dotloop verified
01/05/20 1 05 PM CST
K40H-57UI-09VJ-CMR3

Signature: Date:

Name: Title:

Signature: Date:

Exhibit A - Description of Property

Exhibit C - Shopping Center Rules

ILLEGAL ACTIVITIES - In accordance with the federal, state and local laws, no illegal activities will be permitted

on the Premises. There will be no sales or movement of illegal drugs or stolen property on the Premises or building common areas at any time. If a Tenant their contractors or employees are suspected to be selling or moving illegal drugs or stolen property, a prompt notice will be given to the county Prosecutor's office for criminal investigation and prosecution.

LOCKS - Tenant shall be solely responsible for changing locks upon commencement of Lease and maintaining

their own key security for the Premises. No keys will be given to Landlord, its employees or contractors except upon termination of the Lease when premises are returned.

HYGIENE - Tenant shall keep the Premises in a neat, clean, good and sanitary condition. Food stored on the Premises shall be store appropriately to prevent ready access by pests and vermin.

TRASH CANS - Trash cans may be provided along the covered entrance to building stores and are for customer trash only. Tenants and their employees should use their

own trash containers in the Premises. Containers for disposal of cigarettes and other smoking materials may be provided and these items should not be placed in trash cans or on the sidewalk.

ALTERATIONS - No interior alterations, additions, painting, or redecorating may be done to Premises or common areas without the written consent of Landlord or as specified in Lease. If approved, all such alterations, additions and fixtures shall remain as part of the Premises.

DRAINS - Toilets, sinks, disposals and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed and no grease, sweepings, rubbish, rags, excessive toilet paper, newspaper, nor any other articles shall be thrown into them. The Tenant will pay any damage resulting from misuse of such fixtures and plumbing.

PARKING - No motorized vehicle may be parked on pedestrian walkways or sidewalks. No commercial trucks, trailers, mobile homes, boats, boat trailers, campers, tents or any other form or type of unlicensed off-road recreation or work vehicles shall be parked anywhere on the property unless making a delivery, specified in the Lease, or specified in a written agreement for a limited event. Tenant, their employees, guests, agents or other visitors will obey parking rules. Employees are to park in designated areas and not in customer parking directly in front of store entrances. Any vehicle left overnight on the property, found not to be legally licensed or abandoned will be towed away at the expense of its owner.

SMOKE DETECTORS - Tenant shall accept responsibility to install, periodically test, replace any batteries, and properly maintain smoke detectors in the Premises. These devices are not to be disabled at any time.

APPEARANCE - No signs, signals, illumination, advertisements, notices, television, stereo or radio antennas or aerials, awnings, foil or paper, wiring or any other equipment or lettering shall be in any manner affixed or exposed on any part of the outside of the Premises or elsewhere on the property or buildings without written permission from Landlord.

PETS - Tenant will not keep any pets in or about the Premises except for those specified in the Lease. No pets may "visit" except those assisting the handicapped. Any costs for removal of waste or extermination of fleas or other vermin that arise from the presence of a pet in the building or common areas will be born by Tenant.

COMPLIANCE - Tenant will be held liable for costs incurred by Landlord as a result of noncompliance with these rules. In extreme or repeated cases of non-compliance Landlord

reserves the right to cancel Tenant's Lease.

Exhibit D Personal Guaranty Agreement

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the Lease with **Ronnie White**, referred to as Tenant, the undersigned guarantees to covenants, conditions, and agreements therein provided to be performed and observed by Tenant, including the Rules and Regulations[®] as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefore, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall in no wise be terminated, affected, or impaired by reason of the assertion or non-assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force for a period of 3 years. As a further inducement to Landlord to make this Lease and in consideration thereof,

Landlord need not resort to any security or proceed against Tenant before enforcing its rights hereunder. Moreover, Landlord may sue the undersigned and the Tenant in any order or together, Landlord shall be entitled to recover attorneys' fees necessitated by Landlord's enforcement of its rights against Tenant or Guarantor, whether arising under the Lease or this Guaranty.

Dated:

Landlord **Rosie III L.L.C DBA Elis Enterprises**

Date:

By:

Isac Rosenberg
dotloop verified
01/05/20 1:05 PM CST
Y4KF-TNZD-5LID-KD85

Isac Rosenberg

Witness Signature

Printed Name

RW
01/03/20
9:51 AM CST

dotloop signature verification:

Witness Signature
Printed Name

Guarantor: Ronnie White

By:
Ronnie White
Printed Name

<i>Ron White</i>	dotloop verified 01/03/20 9:51 AM CST EHVF-ZBUR-BFL-EOGM
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Title:
Date:

Witness Signature
Printed Name

Witness Signature
Printed Name

