



**PLANNING & ZONING COMMISSION  
REGULAR MEETING AGENDA**

***APRIL 9, 2025, at 6:30 P.M.***

***OPEN TO THE PUBLIC***

*Located in Grain Valley City Hall – Council Chambers  
711 Main Street – Grain Valley, Missouri*

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**ITEM I: CALL TO ORDER**

**ITEM II: ROLL CALL**

**ITEM III: PLEDGE OF ALLEGIANCE**

**ITEM IV: APPROVAL OF MINUTES**

- February 26, 2025, Workshop meeting
- March 12, 2025, Regular Meeting

**ITEM V: CITIZEN PARTICIPATION**

- Citizens are asked to please limit their comments to two (2) minutes.

**ITEM VI: PUBLIC HEARINGS**

1. **Auto Tow & Recovery-** Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ¼ mile west of Buckner Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 – 1st Plat AKA 205 NW Harris Street.
2. **City Code Chapter 400 Zoning Regulation Amendment Section 400.290-** A Resolution (2025-01) recommending to the Board of Aldermen that Title IV (Land Use) of the Code of Ordinances be amended in Section 400.290 (Off-Street Parking and Loading Regulations) limiting the type and number of items allowed that could be parked in the rear yard in certain zoning districts.

**ITEM VII: ACTION ITEMS**

1. **Auto Tow & Recovery-** Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ¼ mile west of Buckner



Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 – 1st Plat AKA 205 NW Harris Street.

2. **City Code Chapter 400 Zoning Regulation Amendment Section 400.290-** A Resolution (2025-01) recommending to the Board of Aldermen that Title IV (Land Use) of the Code of Ordinances be amended in Section 400.290 (Off-Street Parking and Loading Regulations) limiting the type and number of items allowed that could be parked in the rear yard in certain zoning districts.

**ITEM VIII: PREVIOUS BUSINESS**

- None

**ITEM IX: NEW BUSINESS**

- None

**ITEM X: ADJOURNMENT**

**PLEASE NOTE**

*The next scheduled meeting, if needed, of the City of Grain Valley Planning & Zoning Commission will take place on May, 14 2025, at 6:30 pm.*

PEOPLE REQUIRING ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816-847-6210 AT LEAST 48 HOURS BEFORE THE MEETING. UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816-847-6210.



**City of Grain Valley**  
**Planning & Zoning Commission**  
**Meeting Minutes**  
*Workshop Meeting*

**2/26/2025**  
*Page 1 of 1*

**ITEM I: CALL TO ORDER**

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in special session on February 26, 2025, in the Community Room at the Grain Valley Police Department
- The meeting was called to order at 6:30 PM by Chair Craig Shelton.

**ITEM II: ROLL CALL**

- *Present: Scott Shafer*
- *Present: Craig Shelton*
- *Present: Chris Bamman*
- *Present: Justin Tyson*
- *Present: Debbie Saffell*
- *Present: Elijah Greene*
- *Present: Bob Headley*
- ***There was a quorum.***

**ITEM III: Discussion**

- Discussion was held related to parking in rear yards
- There were no votes taken
- The Board and Commission decided to send this back to Planning and Zoning to move forward with a zoning code change amendment
- 

**ITEM IV: ADJOURNMENT**

- The Meeting Adjourned at 7:59 PM-

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**Commissioners Present**

Craig Shelton  
Scott Shafer  
Chris Bamman  
Justin Tyson  
Debbie Saffell  
Bob Headley  
Elijah Greene

**Commissioners Absent**

**Staff Officials Present**

Patrick Martin – CD Director



# City of Grain Valley

## Planning & Zoning Commission

### Meeting Minutes

### Regular Meeting

3/12/2025  
Page 1 of 4

#### ITEM I: CALL TO ORDER

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session on March 12, 2025, in the Council Chambers at City Hall.
- The meeting was called to order at 6:30 PM by Chair Craig Shelton.

#### ITEM II: ROLL CALL

- *Present: Scott Shafer*
- *Present: Craig Shelton*
- *Present: Chris Bamman*
- *Present: Justin Tyson*
- *Present: Debbie Saffell*
- *Present: Rick Knox (BOA Liaison)*
- *Absent: Elijah Greene*
- *Absent: Bob Headley*
- *There was a quorum.*

#### ITEM III: PLEDGE OF ALLEGIANCE

#### ITEM IV: APPROVAL OF MINUTES

- Commissioner Tyson motioned to approve minutes from the August 14, 2024 meeting. Commissioner Bamman seconded the motion. The motion was approved by a vote of 5 to 0.

#### ITEM V: CITIZEN PARTICIPATION

- Nick Logan, 205 W Harris Street. Purchased property with building on it used to be a repo lot in the past. He found a tenant to lease to the property to who wants to run a tow lot on the property. He thought it could be grandfathered in to change businesses and believed he was told this by past administration. Claims application was submitted in time to be a part of the meeting and believes he was hitting road blocks in the process.
- Commissioner Shelton asked Director Martin what can we do from here and what is the plan.
- Director Martin said he was planning to have this Conditional Use Permit be a part of the April Planning and Zoning Meeting.

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#### Commissioners Present

Craig Shelton  
Scott Shafer  
Chris Bamman  
Justin Tyson  
Debbie Saffell  
Rick Knox BOA Liaison

#### Commissioners Absent

Bob Headley  
Elijah Greene

#### Staff Officials Present

Patrick Martin – CD Director





# City of Grain Valley

## Planning & Zoning Commission

### Meeting Minutes

### *Regular Meeting*

3/12/2025  
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- Nick Logan asked why it was not a part of the current March meeting.
- Director Martin stated the application was incomplete and addition information is needed before it can be considered.
- Commissioner Shelton asked if we had enough time for the public information process to be able to happen before the April meeting.
- Director Martin stated there was enough time for the public information process for the application.
- Liaison Knox questioned the difference of a tow lot and a repossession lot.
- Director Martin replied staff felt the traffic count would be higher in the area with a tow lot versus a repossession lot.
- Liaison Knox disagreed with the explanation.
- Commissioner Tyson stated that he could see additional customers and public traffic in the area with a tow lot.
- Commissioner Shelton would like to look into establishing a clear definition between tow lot and repo lot.
- Liaison Knox believes it is the same.
- Commissioner Tyson believes it would be good to review definitions in the future.

#### **ITEM VI: PUBLIC HEARINGS**

1. Hookers Towing - Requesting renewal of Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District M-1 (Light Industrial). The 0.5-acre lot is generally located less than ½ mile east of Buckner Tarsney Road on the south side of James Rollo Drive at the end of James Rollo Lane and is legally described as Lot 3 of James Rollo Business Park – 1st Plat lying in Section 35, Township 49, Range 30, Grain Valley, Missouri aka 511 NE James Rollo Drive.

- Director Martin presented the staff report. Staff recommended approval of the proposed Conditional Use Permit for renewal.
- Commissioner Shelton asked if the met the original conditions
- Director Martin replied all conditions have been met and maintained.
- Commission Tyson asked if the City had any issues during the first three years of the CUP.
- Director Martin replied no issues have been noted to date.
- Liaison Knox questioned the length of the race track CUP
- Director Martin stated ten years.

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#### **Commissioners Present**

Craig Shelton  
Scott Shafer  
Chris Bamman  
Justin Tyson  
Debbie Saffell  
Rick Knox BOA Liaison

#### **Commissioners Absent**

Bob Headley  
Elijah Greene

#### **Staff Officials Present**

Patrick Martin – CD Director



**City of Grain Valley**  
**Planning & Zoning Commission**  
**Meeting Minutes**  
*Regular Meeting*

**3/12/2025**  
*Page 3 of 4*

- Commissioner Tyson made a motion to close the public hearing. Commissioner Bamman seconded the motion. The Commission voted 5 to 0 to approve the motion.

**ITEM VII: ACTION ITEMS**

Hookers Towing - Requesting renewal of Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District M-1 (Light Industrial). The 0.5-acre lot is generally located less than ½ mile east of Buckner Tarsney Road on the south side of James Rollo Drive at the end of James Rollo Lane and is legally described as Lot 3 of James Rollo Business Park – 1st Plat lying in Section 35, Township 49, Range 30, Grain Valley, Missouri aka 511 NE James Rollo Drive.

Commissioner Tyson made a motion to approve the Conditional Use Permit with a term of ten years. Commissioner Shafer seconded the motion. The Commission voted 5-0 to approve the motion.

**ITEM VIII: PREVIOUS BUSINESS**

- None

**ITEM IX: NEW BUSINESS**

- 1) **Election of Officers**
  - **Chairperson**
  - **Vice Chairperson**
  - **Secretary**

- Commissioner Bamman made a motion that the Officers be Justin Tyson as Chair, Chris Bamman as Vice Chair and Debbie Saffell as Secretary. Commissioner Shafer seconded the motion. The motion was approved 5 to 0.

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**Commissioners Present**

Craig Shelton  
Scott Shafer  
Chris Bamman  
Justin Tyson  
Debbie Saffell  
Rick Knox BOA Liaison

**Commissioners Absent**

Bob Headley  
Elijah Greene

**Staff Officials Present**

Patrick Martin – CD Director



**City of Grain Valley**  
**Planning & Zoning Commission**  
**Meeting Minutes**  
*Regular Meeting*

**3/12/2025**  
*Page 4 of 4*

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**ITEM X: ADJOURNMENT**

- Commissioner Bamman made a motion to adjourn the meeting. Commissioner Tyson second the motion. The Commission approved the motion by a vote of 5 to 0.

***-The Regular Meeting Adjourned at 6:52 PM-***

UNOFFICIAL

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**Commissioners Present**

Craig Shelton  
Scott Shafer  
Chris Bamman  
Justin Tyson  
Debbie Saffell  
Rick Knox BOA Liaison

**Commissioners Absent**

Bob Headley  
Elijah Greene

**Staff Officials Present**

Patrick Martin – CD Director

Grain Valley Community Development  
205 Harris St  
02/07/2025 - 02/06/2026  
Planning and Zoning  
General

Printed: 03/20/2025

1478040

9d7f19c0-e57d-11ef-89b1-af10b07514c6

Under Review

Active

Application Review Status

Pre-Review	Approved	02/07/2025
Planning and Zoning	Reviewing	
Final-Review	Not Reviewed	

Fees

Conditional Use	\$500.00
<b>Subtotal</b>	<b>\$500.00</b>
<b>Amount Paid</b>	<b>\$500.00</b>
<b>Total Due</b>	<b>\$0.00</b>

Payments

02/07/2025	Card Visa *0417	\$500.00
<b>Total Paid</b>		<b>\$500.00</b>

Application Form Data

(Empty fields are not included)

First Name  
Michelle

Last Name  
Adamson

Phone Number  
(816) 463-1389

Email  
auto.towkc@gmail.com

Do you have an additional contact person?  
No

Project Street Address

205 Harris St

City  
Grain Valley

State  
MO

Zip Code  
64029

Zoning District  
C-1 Central Business District

First Name  
Nick

Last Name  
Logan

Phone Number  
(816) 215-8204

Street Address  
1315 sw Foxtail Dr

City  
Grain Valley

State  
MO

Zip Code  
64029

Please provide a legal description of subject property

**Metal building with one car bay. with a gravel and fenced lot. With automatic gate to the lot and then fence to the building**

Please depict general location of site

 Loading map...

Please provide a written description of the proposal

**We would like to obtain a towing business license at 205 Harris St Grain Valley MO**

Please upload proof of ownership or control of property (deed, contract, lease) or permission from property owner

 205 Harris St.pdf

Property Owner First Name	Property Owner Last Name	Street Address	City	State	Zip Code
A SERIES OF HANAWAY INVESTMENTS LLC	No Answer	118 Harris Street	Grain Valley	MO	64029
Randy & Amelia	Logan	200, 204 Harris Strret	Grain Valley	MO	64029
Richard & Julie	Curry	306 Young Street	grain valley	MO	64029
Charles	Carter	304 Young Street	grain valley	MO	64029
Deana	Coffey	302 Young Street	grain valley	MO	64029
Sarah & Robert	Myres	300 Young Street	grain valley	MO	64029
Gary	Hottel	215 Harris Street	grain valley	MO	64029
Halley & Chance	Parsons	216 NW Cannon Street	grain valley	MO	64029
Cheryl	Johnson	211 Young Street	grain valley	MO	64029

Property Owner First Name	Property Owner Last Name	Street Address	City	State	Zip Code
Mary	Peterson	210 Gregg Street	grain valley	MO	64029
Yolanda	West	210 Cannon Street	grain valley	MO	64029
Kimberly	Heimsoth	211 Gregg Street	grain valley	MO	64029
Pamela	Coon	115 Harris Street	grain valley	MO	64029
Dennis	Yocum	214 Cannon Street	grain valley	MO	64029
CJ Controls	No Answer	111 Harris Street	grain valley	MO	64029

What type of project is this?

**Special/Conditional Use Permit**

Please provide a description of the project

**205 Harris St would like to use for a tow lot**

Company Name

**Auto Tow & Recovery**

Street Address

**Po Box 179**

City

**grain valley**

State

**MO**

Zip Code

**64029**

## Signature

I understand and agree that as a condition to the issuance of this permit the permittee shall agree to defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all suits, claims, or liabilities caused by or arising out of any use authorized by any such permit. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction and that I make this statement under penalty of perjury.







## **STAFF REPORT**

### **Auto Tow and Recovery LLC**

**April 9, 2025**

**PURPOSE:** Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ¼ mile west of Buckner Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 – 1st Plat AKA 205 NW Harris Street..

**ANAYLSIS:** The applicant leases the property from Nick Logan. The lease agreement stipulates that the applicant can use and occupy the property as a tow lot.

Referring to the applicant’s description of the request, she states that the primary use of the property will be the business office and dispatching calls to drivers. The applicant would like to store up to 25 towed vehicles. This will be used as a storage facility and pick up facility for customers.

The applicant further states that most vehicles that are towed to this site with collision damage will be there for a short time waiting on insurance viewing and then towed to another location. She states that they will not be “junking or parting” the vehicles on this property.

The applicant has provided a secure 7-foot fence to secure the front, sides, and rear of the building from street view. Photographs show the property and the existing fence.

The surrounding properties are zoned District R-1 (Single Family Residential District) and MSC (Main Street Corridor - Downtown Zone) therefore, a privacy fence is required along all property lines. The opaque fence is required to shield the view from the street and the residential district.

Because of the condition of the property not caused by the applicant, it would be difficult to comply with the two (2) rows of alternate planted evergreen trees. Staff suggested that the applicant not be required to plant evergreens to help with screening.



**PAGE 2, STAFF REPORT**  
**Auto Tow and Recovery LLC**  
**April 9, 2025**

**PUBLIC INFORMATION AND PROCESS:** Public Notice was given in the Examiner and by letter to property owners of record within 185 feet of the applicant's property.

**STAFF RECOMMENDATION:** Staff recommends approval of the Conditional Use Permit for a Vehicle Tow Yard subject to the following conditions:

- 1) The Conditional Use Permit will expire in 2 years from the date of the Board of Aldermen ordinance. If the applicant wants to continue the tow yard on this property, the applicant will need to apply for a new conditional use permit at that time.
- 2) The applicant shall maintain an opaque, sight-obscuring fence using the materials allowed in the City's zoning regulations, Section 400.230 C.9, shielding view of the tow yard.



March 24, 2025

Dear Property Owner:

As an owner of property located within 185 feet of a proposed Conditional Use Permit for a vehicle tow yard, you are being notified that the Grain Valley Planning and Zoning Commission will hold a public hearing on Wednesday, April 9th, 2025, at 6:30 p.m. in the Council Chambers of City Hall, located at 711 Main Street to receive input concerning the following requests:

1. **Auto Tow & Recovery-** Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ¼ mile west of Buckner Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 – 1<sup>st</sup> Plat AKA 205 NW Harris Street.

Attendance at this meeting on your part is not required; however, all interested people are encouraged to attend.

If you have any questions, please feel free to contact me at (816) 847-6221 or [pmartin@cityofgrainvalley.org](mailto:pmartin@cityofgrainvalley.org).

Sincerely,

A handwritten signature in black ink that reads "Patrick Martin".

Patrick Martin

Community Development Director

711 Main Street  
Grain Valley, MO 64029  
816.847.6200

[cityofgrainvalley.org](http://cityofgrainvalley.org)

LIFE OUTSIDE THE LINES

Auto Tow & Recovery LLC

205 Harris Grain Valley, MO 64029

Property owners within 185FT

- 118 Harris: A SERIES OF HANAWAY INVESTMENTS LLC, 32806 E OAK HILL SCHOOL RD OAK GROVE, MO 64075
- 200, 204 Harris: LOGAN RANDY D & AMELIA D 4005 SE COREY NICOLE PL BLUE SPRINGS, MO 64014
- 306 YOUNG GRAIN VALLEY, MO 64029 CURRY RICHARD A & JULIE S
- 304 YOUNG ST GRAIN VALLEY, MO 64029, CARTER CHARLES J
- 302 YOUNG ST GRAIN VALLEY, MO 64029, COFFEY DEANA A
- 300 YOUNG ST GRAIN VALLEY, MO 64029, MYRES SARAH L & ROBERT C
- 215 HARRIS ST GRAIN VALLEY, MO 64029, HOTTEL GARY J
- 216 NW CANNON ST GRAIN VALLEY, MO 64029, PARSONS HALLEY E & CHANCE D
- 211 YOUNG ST GRAIN VALLEY, MO 64029, JOHNSON CHERYL A
- 210 GREGG ST GRAIN VALLEY, MO 64029, PETERSON MARY A
- 210 CANNON GRAIN VALLEY, MO 64029, WEST YOLANDA M & SWITZER MICHAEL T
- 211 GREGG ST GRAIN VALLEY, MO 64029, HEIMSOTH KIMBERLY L
- 115 HARRIS ST GRAIN VALLEY, MO 64029, COON PAMELA DENISE
- 214 NW Cannon Street: 2419 S BUCKNER TARSNEY RD GRAIN VALLEY, MO 64029, YOCUM DENNIS E
- 111 Harris Street: 35208 E LITTLE RD BUCKNER, MO 64016, C J CONTROLS INC

## COMMERCIAL LEASE AGREEMENT

THIS LEASE ("Lease") is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), regardless of the date that it is signed by the parties, by and Dynamic Property LLC party of the first part (hereinafter referred to as "Landlord") and Auto Tow & Recovery LLC party of the second part (hereinafter referred to as "Tenant").

WITNESSETH:

### ARTICLE I

Premises: Landlord hereby leases to Tenant, and Tenant leases from Landlord, premises (hereinafter referred to as the "leased premises" or the "demised premises") described as follows:

That certain partial area designated as commercial lot, commonly designated as 205 Harris Street, Grain Valley, MO 64029, and subject to any restrictions, covenants, easements and encroachments, and to any zoning and governmental regulations now or hereafter in effect relating to or affecting the leased premises.

Tenant acknowledges that Tenant has inspected the leased premises and hereby accepts same in "as is" condition, and that Landlord has made no warranties and/or representations regarding the condition of the leased premises. Tenant further acknowledges that, except as Landlord otherwise may agree in writing, Tenant's occupancy of the leased premises constitutes acceptance of the leased premises in "as is" condition. Tenant accepts the premises as fit for its intended purpose.

Landlord certifies the area is currently zoned as "C1" Commercial.

Tenant shall have in common with other tenants the right to use the common facilities, (if applicable) such as parking areas, alleyways, drives, entrances and exits, proportional or attached to the space occupied.

The term "Commercial Center" whenever used herein, shall be deemed to mean the entirety of 205 Harris Street, Grain Valley, MO 64029

### ARTICLE II

Term: The term of this Lease shall be for the period commencing on the Effective Date to and including January 1, 2025 to December 31, 2026.

### ARTICLE III

Rent:

- (a) Tenant covenants and agrees to pay to Landlord at the office at 1315 SW Foxtail Dr, Grain Valley, Mo 64029 or at such other place as Landlord may in writing from time to time designate, the sum of \$72,000.00 as rent for and during the full term hereof. Said rent payable by Tenant to Landlord without notice in monthly installments in the amount of \$3000 without deduction or offset, in advance on or before the first day of each month as follows:

<u>Lease Period</u>	<u>Monthly Rent</u>
January 1, 2025 to December 31, 2026	\$3,000

Subject to annexed addendum attached.

If at any time during the term of this Lease, the Landlord is required to pay a tax assessed upon the rent or other payments received under this Lease, including Real Estate Taxes, the amount of the rent paid by Tenant shall be increased by an amount equal to such tax on such increased rent or other payments received so that the amount received by Landlord, net of such tax, remains unchanged.\_

ARTICLE IV

Past Due Rent and Charges: The time of each and every payment of rent or amounts or charges of the character described in this Lease, weekends and holidays excepted, is of the essence of this Lease. In the event any monthly rental payment or other amount or charge is not received by Landlord before the 3rd day after the due date, a late fee equal to the greater of (a) five percent (5%) of the payment, amount or other charge, or (b) One-Hundred Dollars (\$100.00), shall be added to each such amount to cover the Landlord's added costs for each week in default. The late fee shall be immediately due and payable. Landlord's assessment of the late fee provided for herein shall not constitute a waiver by Landlord of its rights as provided for in Article XVII of this Lease. In addition, all rental and other charges due under this Lease that are not paid when due shall bear interest from the due date until paid at an interest rate equal to the greater of (a) nine percent (9.00%) per annum, and (b) the sum of the United States Prime Rate as listed from time to time in The Wall Street Journal plus five percent (5.00%).

Right to Cure: Tenant, upon default, shall have no right to cure and this lease agreement shall be held in default.

ARTICLE V

Mechanic's Liens: Tenant agrees to pay when due all sums that may become due for any labor, services, materials, supplies or equipment furnished or to be furnished ~~to or for~~ at Tenant's request in, upon or about the demised premises, and will cause any asserted lien thereon to be fully discharged and released

immediately.

#### ARTICLE VI

Use: Tenant covenants and agrees that the demised premises will be used only for permitted and zoned purposes. More specifically stated, as **COMMERCIAL TOW LOT**. Tenant shall have sole responsibility for ensuring the intended use of the area is compliant with its intended purpose. Landlord certifies the current zoning is C1 "Commercial." ~~Tenant shall have use of one (1) office on the premises, in addition to the garage, and shall not interfere with the dealership business sharing the same structure. Tenant's business shall be conducted in a reputable manner, and Tenant agrees not to leave the leased premises or any part thereof vacant.~~

~~Tenant shall (if applicable):~~

~~(a) not use the streets, sidewalks, parking areas or other common facilities for business purposes, except for the principal use for which they are designed, without Landlord's previous written consent, and will keep all merchandise, vending equipment and fixtures within the interior of the premises; and~~

~~(b) have all deliveries to the premises made by way of delivery entrances, if such are provided with respect to the leased premises, and~~

~~(c) not perform any act or carry on any practice which may injure the premises or the Commercial Center, or adversely affect the general quality of the Commercial Center, or cause any offensive odors, or noises, or perform any acts constituting a nuisance, menace or disturbance to any other tenant or tenants in the Commercial Center.~~

#### ARTICLE VII

Signs: Tenant shall have the right to erect such signs for the advertisement of the business on the inside and outside of such premises, the cost of which shall be borne by Tenant. Tenant agrees not to use any sign or other advertising media on the exterior or in Tenant's window which, in the sole judgment of the Landlord, is deemed objectionable, and Tenant shall, at Tenant's cost, remove any such objectionable sign or media promptly after Landlord so notifies Tenant of such objectionable sign or media. Tenant shall pay for all repairs as necessary if removed.

#### ARTICLE VIII

~~Solicitation of Business: Tenant and Tenant's employees and agents shall not solicit business in the parking areas or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas.~~ [Intentionally Deleted]

#### ARTICLE IX

Common Areas and Maintenance: Landlord shall have the right to establish, modify and enforce reasonable rules and regulations as to all common areas and facilities in the Commercial Center, and Tenant agrees to abide by the same. It is the expectation that Tenant shall maintain all areas, improvements, and appurtenances. However, in Landlord's sole discretion reasonable maintenance of

the commercial area is required and Tenant fails to maintain, Landlord may hire or maintain the area, and in such event, shall be reimbursed for all out of pocket expenses, plus a fifteen (15%) administrative charge.

Tenant agrees to maintain the parking areas and all common areas of the Commercial Center in good condition and repair, including the removal of snow, proper motor vehicle parking lines, and general cleaning, normal wear and tear excepted.—

~~It is understood and agreed that Landlord shall have the right at all times to change the portions of the Commercial Center that shall be used as parking areas, roadways and common facilities, provided that such changes do not lessen the amount of parking areas originally provided for parking areas originally provided for such Commercial Center.~~

~~The parking areas of the Commercial Center shall at all times be available without charges for all tenants and customers of the Commercial Center. Tenant agrees that the employees under Tenant's employment shall park their automobiles in such areas as Landlord shall designate as employee parking areas.~~

#### ARTICLE X

Utilities: Tenant shall take responsibility for and promptly pay all utilities that are used by Tenant, on or upon the leased premises, including but not limited to electricity, gas, water, telephone and the like. Tenant shall also pay for the use of heating and air conditioning.

Tenant shall at all times maintain service for all utilities, service disconnections due to failure to pay any utility bill shall serve as a breach of this lease agreement.

Landlord shall not be liable for any loss, injury, or damage to property, caused by or resulting from any variation, interruption, or failure of the services to be provided by Landlord due to any cause whatsoever or from failure to make any repairs or perform any maintenance, except to the extent the variation, failure or interruption results from Landlord's gross negligence or from a material breach of Landlord's maintenance obligations under this Lease. In the event of such variation, interruption or failure, however, Landlord shall use reasonable diligence to restore such service. No temporary interruption or failure of such service incident to the making of repairs, alterations or improvements or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

#### ARTICLE XI

Taxes: Tenant shall pay, or reimburse the landlord, all taxes levied or assessed on personal property, trade



fixtures, or real estate taxes in the demised premises. **Pre-existing fixtures, including auto lift, are specifically to remain with the landlord and returned in same condition as when this lease takes effect.**

Tenant further agrees to pay a proportionate share of any increases in the total amount of real estate taxes upon the land and building of which the demised premises are a portion, imposed for the taxable year next after the commencement of this Lease, in each and every year commencing with the year after the first payment of said taxes by the Landlord. Such amount shall be paid on the first day of the month following the date of demand by the Landlord.

## ARTICLE XII

Maintenance of Premises: Tenant shall not set off or withhold rent or portions of rent for any reason.

Tenant agrees to keep and maintain in good repair every part of the demised premises and all appliances, HVAC equipment, plumbing and utility lines therein.

Tenant shall make no alterations or additions to the demised premises without Landlord's prior written consent. All fixtures (other than trade fixtures), which are in any manner attached to the demised premises shall remain upon the premises and be surrendered therewith. Usual trade fixtures installed by Tenant shall not become a part of the premises and shall be removed by Tenant from the premises upon termination of this Lease if --but only if-- Tenant is not then in default hereunder. Tenant will repair and shall pay the cost of any damage resulting from such removal. Tenant agrees to leave the demised premises in good condition at the expiration of the term, reasonable wear and tear and damage by fire or other elements excepted.

If Tenant fails to remove any of its personal property of any nature whatsoever from the leased premises as required hereunder, Landlord may remove and store said personal property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant fails to pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell, or permit to be sold, any or all such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant, unless notice is required under applicable statutes, and shall apply the proceeds of such sale: first, to the cost and expense of such sale, including reasonable attorneys fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms thereof, and, fourth, the balance, if any, to Tenant.

## ARTICLE XIII

Indemnity by Tenant and Insurance: Tenant agrees to defend, indemnify and hold harmless the Landlord from and against all claims of whatever nature --

- (a) arising from any act or omission that may be caused by the negligence of Tenant or of any person or corporation under Tenant's control, or
- (b) arising from any accident, injury or damage to person or property during the term hereof in or about the demised premises, or
- (c) arising from any accident, injury or damage to personal property occurring outside of the demised premises where such accident, injury or damage results or is claimed to have resulted from any act or omission that may be due to negligence on the part of Tenant, or Tenant's licensees, agents, invitees, servants or employees.

This indemnity and hold-harmless agreement shall include indemnity against all costs, claims, expenses, penalties, liens and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

Tenant agrees, at Tenant's cost, to maintain in full force and effect a policy of commercial general liability insurance, including public liability and property damage, under which the Landlord is named as an additional insured, with a minimum combined single limit of liability of not less than \$250,000 per occurrence for property damage, personal injuries or deaths of persons occurring on or about, or resulting from acts or omissions occurring on or about, the leased premises or the Commercial Center, with an insurance company satisfactory to Landlord. The policy also shall contain coverage for the contractual liability of Tenant under this Lease and a waiver of subrogation rights. Landlord and Tenant, to the fullest extent possible, hereby waive on behalf of their insurers any right of subrogation arising under their respective insurance policies. The insurance policy maintained by Tenant in accordance with this Lease may not be canceled or reduced in coverage during the period ending sixty (60) days after the term of this Lease, and each policy shall provide that it is not subject to cancellation or a reduction in coverage, except after thirty (30) days' prior written notice to Landlord. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. Tenant shall deliver to Landlord upon the Effective Date and from time to time thereafter copies of policies of such insurance or certificates evidencing the existence and amounts of policies of insurance as required by this Article.

Tenant agrees that Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage occasioned by or through the acts or omissions of the occupants of adjoining premises or any part of the Commercial Center. Further, it is agreed that Landlord shall not be liable to Tenant for any loss or damage resulting to Tenant or to those claiming by, through or under Tenant, or to its or their property from the bursting, stoppage, leakage or overflow of water, gas, sewer lines, or steam pipes, or any other cause, unless such loss or damage results from the failure of Landlord to perform an obligation with respect to the leased premises promptly after written notice by Tenant to Landlord of the existence of the condition resulting in the loss or damage.

Tenant is responsible for insuring its personal property and trade fixtures located within the leased premises. Tenant acknowledges that any loss or damage to any personal property or trade fixtures of Tenant is not covered by any policy of insurance maintained by Landlord, and Tenant hereby releases Landlord, its agents and employees from responsibility for from any act or omission by or on behalf of

Landlord resulting in (i) any loss or damage to Tenant's property, and (ii) any loss resulting from business interruption at the leased premises or loss of income derived from business operations within the leased premises.

#### ARTICLE XIV

Assignment: Tenant shall have no right to assign this Lease or to sublet (which term shall include granting of concessions, licenses, and the like) the demised premises without prior written consent of Landlord which will not be unreasonably withheld. If Landlord consents to an assignment or subletting, Tenant shall remain and conditions of this Lease, including without limitation the obligation to pay the rent and perform the other covenants in this Lease.

#### ARTICLE XV

Condemnation: If the whole of the demised premises shall be taken by condemnation or the exercise of the right of eminent domain, then the term hereof shall cease as of the day of the vesting of title or as of the day possession shall be so taken, whichever is earlier.

If only a portion of the demised premises or the building of which they are a part shall be taken by condemnation or the exercise of the right of eminent domain, or if any or all of the buildings or common areas comprising the Commercial Center are so taken to such an extent that the Commercial Center cannot be operated as such, Landlord shall be entitled to terminate this Lease, effective as of the day of the vesting of title or as of the day possession shall be so taken, whichever is earlier, upon giving written notice thereof to Tenant; but if Landlord does not elect to terminate this Lease, Landlord shall promptly expend so much as may be necessary of the net amount which may be awarded in such condemnation proceedings in restoring the demised premises to an architectural unit as nearly like its condition prior to such taking as shall be practicable; but such work shall not exceed the scope of the work to be done by Landlord in originally constructing the demised premises. Landlord shall notify Tenant of an election either to terminate or to rebuild not later than ninety (90) days after the final determination of the amount of the award. If this Lease be not terminated, as hereinbefore provided, all of the terms hereof shall continue in effect, but the a fair and just proportion of the rent, according to the nature and extent of the condemnation of the demised premises, shall be suspended or abated.

All damages awarded for such taking, whether for the whole or a part of the demised premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises, and Tenant hereby assigns to Landlord any right Tenant may have to such damages, except that Tenant shall retain the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may incur for Tenant's moving expenses, business interruption or taking of Tenant's personal property.

If this Lease is terminated as provided in this Article, then all rent or other charges payable by Tenant shall be equitably prorated to the day of termination.

#### ARTICLE XVI

Partial or Total Destruction: Tenant shall maintain a policy of fire insurance on any building containing

the demised premises and name Landlord its primary insured in amounts equivalent to ninety percent (90%) of their full insurable value.

Other than as provided in this Article, no damages, compensation, or claim shall be payable by Landlord to Tenant for inconvenience, loss of business, or annoyance arising from any repair or reconstruction of any portion of the demised premises or of the Commercial Center as a result of fire or other casualty. Landlord will not carry insurance of any kind on Tenant's furniture or furnishings or on any other personal property fixtures, equipment, improvements, or appurtenances owned or installed by Tenant, and Landlord shall not be obligated to repair any damage thereto or replace the same.

Landlord and Tenant agree --

- (a) that in the event the demised premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party against the other with respect to such damage or destruction are hereby waived; and
- (b) that all policies of fire and/or extended coverage or other insurance covering the demised premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds' have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

#### ARTICLE XVII

Default: Tenant's failure to pay any rent or other money required hereby within three (3) days such obligation becomes due will be an event of default under this Lease, subject to Article IV right to cure non-payment of rent. The following other events also will be deemed to be events of default by Tenant under this Lease if Tenant fails to cure any of the following within thirty (30) days after Landlord provides written notice to Tenant of the existence of such an event of default (but in the event a violation or failure by its nature cannot be reasonably cured within thirty (30) days after such written notice, then such violation or failure shall be deemed to be cured if the cure is commenced within such thirty (30) days and thereafter diligently prosecuted to completion), except that written notice and opportunity to cure will not be required after three (3) events of default have occurred within any twelve (12) month period:

- (a) Tenant or anyone claiming under Tenant violates or fails to perform any provision hereof other than non-payment of rent or other money required hereby including, without limitation, the failure of Tenant to continue to occupy all of the demised premises and to conduct and operate Tenant's business within the demised premises or Tenant's abandonment of the demised premises;
- (b) the filing of any petition in bankruptcy or for reorganization under the federal bankruptcy act or any similar law by or against Tenant or any guarantor of Tenant's obligations under this Lease (a "Guarantor");
- (c) the adjudication of Tenant or any Guarantor as bankrupt or insolvent under the federal bankruptcy act or any similar law;

- (d) the making by Tenant or any Guarantor of an assignment for the benefit of creditors or transfer in fraud of creditors;
- (e) the appointment of a receiver for Tenant or any Guarantor or for any assets of Tenant or Guarantor;
- (f) the insolvency of Tenant or any Guarantor, or Tenant's or Guarantor's inability to pay its debts as they become due; or
- (g) the occurrence of the fourth or more events of default by Tenant within any twelve (12) month period during the term of this Lease regardless of the fact that any earlier defaults have been cured.

Upon the occurrence of an event of default and after providing notice and the opportunity to cure any such default as may be required, Landlord may, in addition to, and not in limitation of, any other remedy permitted by law, in equity or by this Lease, immediately or at any time thereafter, while any such event of default continues, at Landlord's option, re-enter and recover possession of the entire demised premises from all persons and expel and remove forcibly if necessary, without being liable for damages, Tenant and those claiming under Tenant and all their effects, and Landlord may, at Landlord's option, without further notice either terminate this Lease or, as agent of Tenant, relet or otherwise dispose of the premises or any part thereof to others in such manner and on such terms as Landlord deems best; but in any case, Tenant shall be and remain obligated to pay Landlord any damages or loss or rent which Landlord may then or thereafter suffer to the full end of the original term.

#### ARTICLE XVIII

Bankruptcy: If any act set forth in subparagraphs (b), (c), (d), (e), or (f) of Article XVII (Default) shall occur and this Lease is not terminated pursuant to the provisions thereof, the parties agree:

(a) That if there shall be a default in the payment of rent or any other sums payable by Tenant hereunder, or a default in the observance or performance of any other provision of this Lease binding on Tenant, Landlord shall be entitled to immediately discontinue furnishing any utilities and other services it has been providing to the leased premises, until such time as such defaults have been fully cured and/or adequate protection of Landlord's interests is made and assurances of future performance are made, it being agreed that the foregoing action by Landlord shall in no way cause or result in any abatement of rent or any other amount payable by Tenant during the continuance of the term of this Lease.

(b) That if this Lease is assumed by a trustee in bankruptcy, and assigned by the trustee to a third party, then such third party shall (a) execute and deliver to Landlord an agreement in recordable form whereby such party confirms that it has assumed and agrees with Landlord to discharge all obligations (including, without limitation, the provisions of this Lease respecting the permitted use of the leased premises and the manner of operation thereof) binding on Tenant under this Lease, and (b) grant Landlord, to secure the performance of such party's obligations under this Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and all accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the demised premises; and in connection therewith, such party shall execute such security agreements, financing statements and other documents (the forms of which are to be

designated by Landlord) as are necessary to perfect such lien.

(c) Any person or entity to which this Lease is assigned pursuant to any applicable provisions of the federal bankruptcy act or any similar law shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment, and any and all moneys or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the federal bankruptcy act or any similar law, or if any or all such moneys or other considerations constituting Landlord's property are not paid or delivered to Landlord, such moneys or other considerations shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

(d) This Lease shall be deemed a lease of "Nonresidential Real Property" for the purpose of Section 365 of the Federal Bankruptcy Code.

#### ARTICLE XIX

No Waiver: No waiver of any covenant or condition of this Lease by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or of any other covenant or condition of this Lease.

#### ARTICLE XX

Severability: If any article or articles or clause or clauses shall be determined to be void or unenforceable by law, such a finding shall have no effect upon the validity of the remaining articles to this Lease.

#### ARTICLE XXI

Quiet Enjoyment: Tenant, on paying the rental and performing the covenants and conditions hereof, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term hereof.

#### ARTICLE XXII

Waste or Nuisance: Tenant shall not commit or suffer to be committed any waste upon the demised premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located, or in the Commercial Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Commercial Center. Tenant shall be responsible to keep the immediate area in the front and rear of the demised premises clean and free of debris, trash or other waste.

#### ARTICLE XXIII

Governmental Regulations: Tenant shall, at Tenant's sole cost and expense, comply with all of the

requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the demised premises, and shall faithfully observe in the use of the demised premises all municipal and county ordinances and state and federal regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes.

#### ARTICLE XXIV

**Surrender at Expiration:** At the expiration of the term of this Lease - or any renewal term thereof, Tenant will quit and surrender the premises to Landlord in the same condition as the demised premises were on the date this Lease was entered into, reasonable wear and tear excepted, and shall surrender all keys for the demised premises to Landlord at the place then fixed for payment of rent. If tenant wishes to renew, then notice must be sent at least 90 days in advance of end of term unless agreed otherwise.

#### ARTICLE XXV

**Subordination:** If requested by Landlord, Tenant shall subordinate this Lease and all interests of Tenant therein to all mortgages which may now or hereafter affect the demised premises, and to any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof.

#### ARTICLE XXVI

**Estoppel Certificate:** Within ten (10) days after request therefor by Landlord or in the event that upon any sale, assignment or hypothecation of the demised premises and/or the land thereunder by Landlord, Tenant shall execute, acknowledge and deliver to Landlord, Landlord's mortgagee, or others designated by Landlord, an estoppel certificate in such form as may from time to time be provided, ratifying this Lease and certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant), that all conditions under this Lease to be performed by Landlord have been satisfied (and if not, what conditions remain unperformed), and the dates to which fixed rent and other charges have been paid.

#### ARTICLE XXVII

**Notices:** All notices required or options granted under this Lease shall be given in writing and shall be deemed to be properly served if sent by United States Mail to Landlord at the last address where rent was paid, or to Tenant at the above business address. The effective date of such written notice or option shall be the date upon which the same is deposited in the United States Mail.

#### ARTICLE XXVIII

**Possession after Term:** In the event Tenant remains in possession of the demised premises after expiration of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the demised premises as a hold over Tenant from month to month, subject to all of the conditions and

obligations of this Lease insofar as the same are applicable to a month to month tenancy, except that the amount of monthly rent payable during such tenancy shall equal one hundred fifty percent (150%) of the monthly rent payable in the last full month immediately preceding such tenancy, and Tenant shall be liable for any damages incurred by Landlord incident to Tenant not surrendering possession of the demised premises to Landlord at the expiration of the term of this Lease.

#### ARTICLE XXIX

Inspection: Landlord shall have the right to inspect the demised premises or to make repairs, additions or alterations to the same at all reasonable hours. For sixty (60) days prior to the termination of this Lease, Landlord may have reasonable access to the demised premises for exhibiting the same to prospective tenants, or the placing of "For Rent" signs therein. Landlord will attempt to provide 24 hours notice by phone or email or other method as may be expedient advance notice before showing the unit, unless agreed otherwise by all parties.

#### ARTICLE XXX

Legal Expenses: If suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

#### ARTICLE XXXI

Waiver of Jury Trial: The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the demised premises, and/or any claim of injury or damage.

#### ARTICLE XXXII

Waiver of Rights of Redemption: Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the demised premises, by reason of the violation by Tenant of any of the terms, agreements, covenants or conditions of this Lease or otherwise.

#### ARTICLE XXXIII

Heirs, Successors, Etc.: All rights and liabilities herein given or imposed on any party hereto shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

#### ARTICLE XXXIV

Gender and Plurality: The masculine gender shall be deemed to include the feminine or neuter, and vice-versa. The singular of any word shall be deemed to include the plural and vice-versa.



#### ARTICLE XXXV

Deposit: Landlord is currently holding funds from Tenant of the sum of \$1,000 as security deposit, which shall not bear interest, need not be kept separately, and, subject to the provisions of this Article, shall be returned to Tenant within thirty (30) days of the termination of the full term of this Lease and peaceful surrender of possession, less the cost of any repairs which shall have been made necessary by Tenant's use of the premises. The security deposit is intended to secure Tenant's performance of all of its obligations under this Lease. In the event Tenant defaults in any payment or performance obligation hereunder, Landlord may, after giving five (5) days prior written notice to Tenant, without prejudice to Landlord's other remedies, apply all or any portion of the security deposit to cure Tenant's default. Upon Landlord's application of all or part of the security deposit, Tenant shall, within ten (10) days after written demand from Landlord, pay to Landlord the amount necessary to restore the security deposit to its original amount.

#### ARTICLE XXXVI

(a) This Lease may be executed in two or more counterparts, each of which when compiled together shall constitute one and the same original. Scans or copies shall be deemed effective as originals.

(b) Where Tenant is a corporation, limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, in accordance with a duly adopted resolution of the applicable governing body of Tenant. Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the applicable governing body of Tenant authorizing or ratifying the execution of this Lease.

(c) Landlord and Tenant represent and warrant, one to the other, that neither party has engaged any broker, finder, or other person who would be entitled to any commission or fees in respect of the negotiation, execution, or delivery of this Lease. Landlord and Tenant shall indemnify and hold harmless the other against any loss, cost, liability, or expense incurred by the other as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord or Tenant.

(d) Time periods for Landlord's and Tenant's performance under any provisions of this Lease shall be extended for periods of time during which the Landlord's and Tenant's performance is prevented due to circumstances beyond the Landlord's and Tenant's reasonable control, including without limitation, strikes, embargoes, governmental regulations, acts of God, war, or other strife.

#### ARTICLE XXXVII

Governing law: This Agreement shall be governed, construed and interpreted by, through and under Missouri Law, and choice of venue shall be Lafayette Jackson County.

ARTICLE XXXVIII

Non Disclosure and Confidentiality: By mutual agreement both Landlord and Tenant may not divulge in any form the terms, conditions, or any parts of this lease to another party without written consent of either Landlord or Tenant

IN WITNESS WHEREOF, the parties hereto executed and delivered this Lease as of the day, month and year first above written.

\_\_\_\_\_  
Dynamic Property LLC

BY \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Auto Tow & Recovery LLC

BY Shelly Adamson, Agent

Date \_\_\_\_\_

ADDENDUM/SPECIAL TERMS

Parties agree that special consideration has been taken for certain tenant improvements for discounted rent. Tenant agrees to completely remove wallpaper and, paint to a reasonable commercial standard the interior of the building, ~~and repair~~ Additionally, tenant shall professionally clean all carpeting and flooring at tenant's expense. Said improvements are expected to be completed six-nine (96) months from the date of possession to landlords approval, which will not be unreasonably withheld reasonable commercial standard. Otherwise, landlord retains the option of holding the lease in default and may terminate the lease at its option with at least thirty (30) day notice. Absent agreement otherwise, parties agree \$12,000 is reasonable liquidated damages for tenant's breach of completion of improvements.

\_\_\_\_\_  
Dynamic Property LLC

BY \_\_\_\_\_

Date \_\_\_\_\_

Michael Adamson

Auto Tow & Recovery LLC

BY Shelly Adamson, Agent

Date 2/1/25

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Hadley Christman, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

### Publication Dates:

- Mar 26, 2025

**Printer's Fee:** \$81.14

*Hadley Christman*

Agent



### VERIFICATION

State of Florida  
County of Broward

Signed or attested before me on this: 03/28/2025

*S. Smith*

Notary Public

Notarized remotely online using communication technology via Proof.

### CITY OF GRAIN VALLEY PLANNING & ZONING COMMISSION PUBLIC HEARING

The Grain Valley Planning & Zoning Commission will hold a public hearing at 6:30 PM on April 9, 2025, at Grain Valley City Hall, in the Council Chambers, at 711 Main Street to receive input concerning the following request:

1. **Auto Tow & Recovery-** Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ¼ mile west of Buckner Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 – 1st Plat AKA 205 NW Harris Street.

1. **City Code Chapter 400 Zoning Regulation Amendment Section 400.290-** A Resolution (2025-01) recommending to the Board of Aldermen that Title IV (Land Use) of the Code of Ordinances be amended in Section 400.290 (Off-Street Parking and Loading Regulations) limiting the type and number of items allowed that could be parked in the rear yard in certain zoning districts.

All interested parties are encouraged to attend.

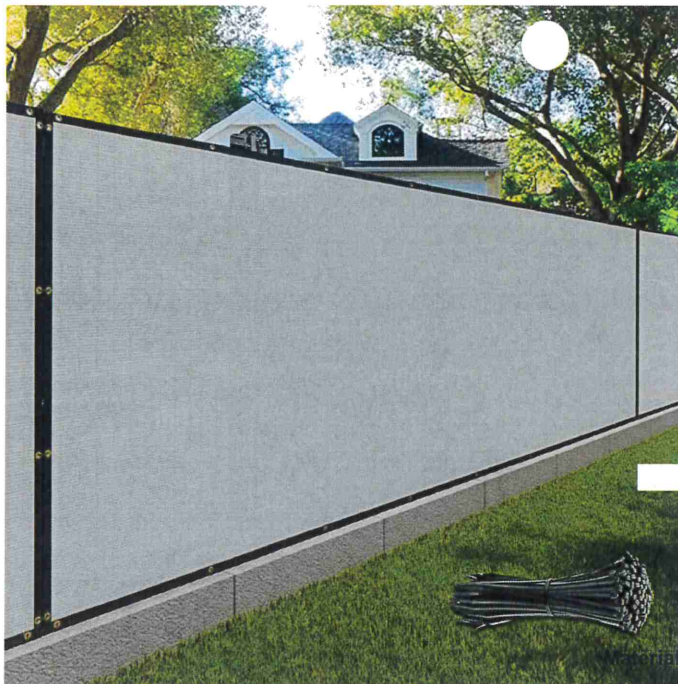
Published in the Examiner, Mar 26, 2025

3304010

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Event ending soon ▶

Patio, Lawn & Garden ▸ Outdoor Décor ▸ Decorative Fences



Roll over image to zoom in



Palace World 6' x 50' Gray  
Privacy Screen  
Commercial Grade Heavy  
Black Bindings for  
Garden Backyard Patio  
Construction Project  
Outdoor Events - We  
Accept Custom Orders,  
X50-GRAY

Palace World

2 ratings

**Currently unavailable.**

We don't know when or if this  
item will be back in stock.

[Delivering to Balzac T4B 2T –  
Update location](#)

Add to Wish List

**Currently unavailable.**

We don't know when or if this item will be  
back in stock.

High Density Polyethylene

**Colour**

Gray

**Brand**

Palace World

**Style**

Garden

**Product**

172.7L Centimetres

**Dimensions**

**Assembly**

Yes

▾ See more

### About this item

- The material is breathable, water-resistant, and blocks up to 90% of UV rays. Made from non-recycled High-density polyethylene.
- The product measures 5'8" tall, 50' long, and is made to fit a 6' high fence
- You can easily install this product. Attach the grommets to the fence with zip ties (included in the package). Each side has grommets and double stitched black binding.
- Custom-sized products are available for a variety of applications, including surrounding panels, swimming pools, blocking neighbor see-through, adding privacy to backyard backdrops and front yards, patios, gardens, construction sites, blocking surrounding noise and street views, etc.

- Contact us via Amazon page if your size is not listed , we can still make it
- › See more product details
- [Report an issue with this product](#)

## Products related to this item

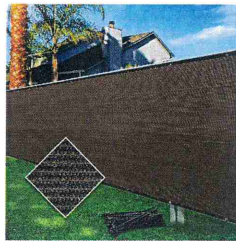
Sponsored ⓘ



Privacy Screen  
Fence,6.5' x50' Heavy  
Duty Garden  
Fencing,Balcony...

11

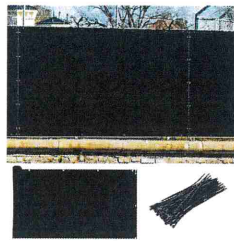
\$55<sup>99</sup>



Balcony Privacy Screen,6  
x 50 ft Privacy Fence  
Outdoor Mesh  
Windscreen Garden...

4

\$53<sup>89</sup>



4' x50' Fence Privacy  
Screen Balcony Outdoor  
Wall Patio Screen Heavy  
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359

\$37<sup>99</sup>

## Featured items to consider



Amazon Basics Reusable  
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3,097

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Ready Hour, Fruit &  
Veggie Mix, Non-  
Perishable Freeze-Dried  
Food, 30-Year Shelf Life,  
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1,626

\$110<sup>95</sup> (\$110.95/count)

Get it **Apr 15 - 29**

FREE Shipping

Usually ships within 2 to 3...

## Looking for specific info?

Search in reviews, Q&A...

### Product information

#### Technical Details

Manufacturer	Palace World
Part Number	pw6x50-gray
Product Dimensions	172.72 x 1524 x 0.1 cm; 5.01 kg

#### Additional Information

ASIN	B0C1HR2J6G
Customer Reviews	3.0 <a href="#">2 ratings</a> 3.0 out of 5 stars
Best Sellers Rank	#158,794 in Patio, Lawn & Garden ( <a href="#">See Top 100 in Patio,</a>



Item model number	pw6x50-gray
Size	6' x 50'
Colour	Gray
Style	Garden
Material	High Density Polyethylene
Number of Pieces	6
Batteries Included?	No
Batteries Required?	No
Item Weight	5.01 kg

Lawn & Garden)

#1,073 in Decorative Fences

Date First Available

April 4 2023

Feedback

Would you like to [tell us about a lower price?](#)

Product description

Palace World offers a complete line of the most popular high quality privacy fence screens and privacy products used to cover chain link fence, wrought iron fence, vinyl fence, wood or rail fence or wall. Our privacy screen products are designed to offer privacy and security without compromising the integrity of your fence project. If you need custom size, please contact us.Regardless of your need or budget, Privacy Screen has a fence privacy product to fit your project. Years of industry leading product development and proven performance have made Palace World the industry leader in fence privacy products.

Related products with free delivery on eligible orders

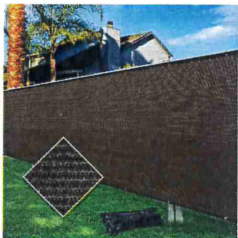
Sponsored ⓘ



Privacy Screen  
Fence,6.5' x50' Heavy  
Duty Garden  
Fencing,Balcony...

11

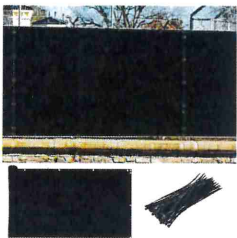
\$55<sup>99</sup>



Balcony Privacy Screen,6  
x 50 ft Privacy Fence  
Outdoor Mesh  
Windscreen Garden...

4

\$53<sup>99</sup>



4' x50' Fence Privacy  
Screen Balcony Outdoor  
Wall Patio Screen Heavy  
Duty Cover Mes...

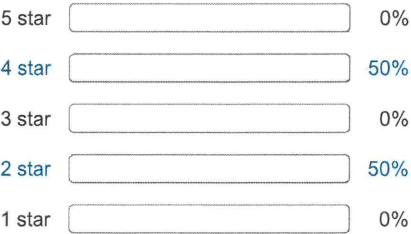
359

\$37<sup>99</sup>

Customer reviews

3 out of 5

2 global ratings



[How are ratings calculated?](#)

No customer reviews

There are 0 customer reviews and 2 customer ratings.

Review this product

Share your thoughts with other customers



















MADE IN CHINA



X003S0FVEF

Palace World  
6' x50' Gray Fence  
Privacy Screen NEW











Map of Cummins  
Grain Valley Jackson County  
prepared by M. E. Lee

Missouri as laid out by J. H. Cannon. Beginning at the N.E. corner of the N.W. q. of the S. 10 q. of sec 35 T. 49 R. 30. Thence East 605 feet Thence South 390 feet Thence East 440 feet Thence South 280 feet Thence East 165 feet Thence North 600 feet To beginning. Containing 15  $\frac{36}{100}$  acres which, when subdivided into lots, blocks, streets and alleys is shown by this plat the size and width of which are also marked. Scale 40 feet to an inch. Made 15<sup>th</sup> 1879. J. H. Cannon & S. H. Cannon.

Main St - 30 feet wide 580 feet long									
30 ft	120 ft	1	30	120 ft	1	30	120 ft	1	30
30	120	2	30	120	2	30	120	2	30
30	120	3	30	120	3	30	120	3	30
30	120	4	30	120	4	30	120	4	30
30	120	5	30	120	5	30	120	5	30
30	120	6	30	120	6	30	120	6	30
30	120	7	30	120	7	30	120	7	30
30	120	8	30	120	8	30	120	8	30
30	120	9	30	120	9	30	120	9	30
30	120	10	30	120	10	30	120	10	30
30	120	11	30	120	11	30	120	11	30
30	120	12	30	120	12	30	120	12	30
Broadway - 40 feet wide 580 feet long									
30 ft	120 ft	1	30	120 ft	1	30	120 ft	1	30
30	120	2	30	120	2	30	120	2	30
30	120	3	30	120	3	30	120	3	30
30	120	4	30	120	4	30	120	4	30
30	120	5	30	120	5	30	120	5	30
30	120	6	30	120	6	30	120	6	30
30	120	7	30	120	7	30	120	7	30
30	120	8	30	120	8	30	120	8	30
30	120	9	30	120	9	30	120	9	30
30	120	10	30	120	10	30	120	10	30
30	120	11	30	120	11	30	120	11	30
30	120	12	30	120	12	30	120	12	30

A single staff of handwritten musical notation. The notation includes various note values, including minims, crotchets, and quavers, along with rests. The handwriting is fluid and characteristic of 18th-century musical manuscripts.

2

State of Wisconsin) ss  
County of Jackson)

Be it remembered that ~~the~~ Cannon and Mary E. Cannon his wife who are personally known to the undersigned a Justice of the peace within and for the County aforesaid to be the persons whose names are subscribed to the ~~same~~ <sup>same</sup> as parties thereto this day appeared before me and acknowledged that the executed and delivered the same as their voluntary act - and deed for the uses and purposes therein contained, and the said Mary E. Cannon being by me made acquainted with the contents of said plat acknowledged on an examination apart from her said husband that she executed the same freely and without compulsion or undue influence of her said husband.

Given under my hand this 31<sup>st</sup> day of March 1879

Thos. D. Montgomerie Justice of the Peace

Filed 4-2-1879  
at 2:55 P.M.

B2-65

1	0411	25-
2	0411	25-
3	0411	25-
4	0411	25-
5	0411	30
6	0411	30
7	0411	30
8	0411	30
9	0411	30
10	0411	30



## AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Hadley Christman, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

### Publication Dates:

- Mar 26, 2025

**Printer's Fee:** \$81.14

*Hadley Christman*

Agent



### VERIFICATION

State of Florida  
County of Broward

Signed or attested before me on this: 03/28/2025

*S. Smith*

Notary Public

Notarized remotely online using communication technology via Proof.

### CITY OF GRAIN VALLEY PLANNING & ZONING COMMISSION PUBLIC HEARING

The Grain Valley Planning & Zoning Commission will hold a public hearing at 6:30 PM on April 9, 2025, at Grain Valley City Hall, in the Council Chambers, at 711 Main Street to receive input concerning the following request:

1. **Auto Tow & Recovery-** Requesting a Conditional Use Permit for a vehicle tow yard on approximately 0.5-acre lot. The property is zoned District C-1 (Central Business District). The 0.5-acre lot is generally located less than ¼ mile west of Buckner Tarsney Road on the south side of Harris Street towards the end of Harris Street and is legally described as CANNONS FIRST; LOTS 1-5 BLK 2 – 1st Plat AKA 205 NW Harris Street.

1. **City Code Chapter 400 Zoning Regulation Amendment Section 400.290-** A Resolution (2025-01) recommending to the Board of Aldermen that Title IV (Land Use) of the Code of Ordinances be amended in Section 400.290 (Off-Street Parking and Loading Regulations) limiting the type and number of items allowed that could be parked in the rear yard in certain zoning districts.

All interested parties are encouraged to attend.

Published in the Examiner, Mar 26, 2025

3304010



## **STAFF REPORT**

### **City Code Chapter 400 – Zoning Regulation Amendment – Section 400.290**

**April 9<sup>th</sup>, 2025**

#### **ACTION:**

Requesting the Planning and Zoning Commission approve Resolution 2024-01 pertaining to amendment to Chapter 400 on the Zoning Regulations regarding parking in the rear yard.

#### **ANAYLSIS:**

In June of 2022, talks began about this section of the code and looking at the issue of parking in the rear yard in residential districts on the grass. There have been several meetings and several draft amendments that have been reviewed and revised.

At the January 13<sup>th</sup> Board of Aldermen meeting, the Board recommended a joint workshop meeting between the Board of Aldermen and the Planning and Zoning Commission. This meeting was scheduled for February 26, 2025. With directions from the joint workshop staff drafted the amendment as follows:

No more than two (2) of the following items are allowed to park in the rear yard on property occupied with a residence in zoning R-1, R-1A, R-1B and R-1C with lots size less than .75 Acre:

- automobile
- boat
- unloaded utility trailer,
- Recreational Vehicle (RV)
- non- motorized camper (includes fifth wheel trailer, bumper pull trailer, hybrid trailer, pop up camper and teardrop trailer)

Exception: The storage of a vehicle/item on private property so located upon the property as not to be readily visible from any public place or from any surrounding private property nor shall these subsections apply to any lot or parcel of private property (.75) acre or more in size.

If this amendment is recommended for approval by the Planning and Zoning Commission to the Board of Aldermen and if the Board of Aldermen approve this amendment, there will be an effective date in the Ordinance. This effective date is typically the same date as when the Ordinance is approved.

Once this effective date is determined, if you had been parking a vehicle, truck, RV, or any other item listed above, regardless of how many, you would be able to continue parking in the rear yard under Section 400.271, Non-Conforming Use.



## **Page 2, Staff Report**

According to City Code Section 400.271 (A)(3), a property owner would lose the right to Non-Conforming Use if the use is discontinued for a period of twelve (12) months or more.

If they are gone for more than 12 months, the non-conforming use that was grandfathered will be abandoned by the property owner.

The Non-Conforming Use applies to the owner of the property on the effective date of the ordinance. If the property is sold after the effective date of the ordinance, the new owner does not have the right to the non-conforming use. The new property owner would need to comply with the new code amendment.

### **PUBLIC INFORMATION AND PROCESS:**

Public notice was given in the Examiner on Saturday, March 26, 2025.

### **STAFF RECOMMENDATION:**

Staff recommends approval.

**RESOLUTION NO: 2025-01**

**A RESOLUTION OF THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, RECOMMENDING TO THE BOARD OF ALDERMEN THAT TITLE IV (LAND USE) OF THE CODE OF ORDINANCES BE AMENDED IN SECTION 400.290 (OFF-STREET PARKING AND LOADING REGULATIONS) PERTAINING PARKING IN THE REAR YARD.**

**WHEREAS**, the Planning & Zoning Commission of the City of Grain Valley, Missouri now desires to recommend to the Board of Aldermen of the City that Chapter 400 of the Code of Ordinances of the City of Grain Valley be amended in Section 400.290 so certain items are limited to no more than two (2) parking in the rear yard; and

**WHEREAS**, the Planning & Zoning Commission of the City of Grain Valley, Missouri also wants to amend Section 400.290 so that automobiles, trucks, recreational vehicles (RV) or any other similar motorized vehicles are limited to parking in the rear yard; and

**WHEREAS**, the Planning and Zoning Commission of the City of Grain Valley, Missouri held a public hearing at 6:30 PM on Wednesday, April 9<sup>th</sup>, 2025, to hear public comments on the proposed changes to Chapter 400, Section 400.290.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, AS FOLLOWS, TO WIT:**

**SECTION 1.** That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Chapter 400, Zoning Regulations, of the Code of Ordinances of the City of Grain Valley, Missouri be amended to read as follows:

**Section 400.290 (Off-Street Parking And Loading Regulations)**

10. Additional Parking Regulations.

f. 1) Parking of automobiles, trucks, boats, trailers, recreational vehicles, lawn mowers, tractors or any other motorized vehicles is not permitted on unimproved surfaces in front and side areas of a property in commercial, industrial and residential areas under two (2) acres per parcel throughout the City.

Exception: Properties with existing gravel driveways and/or gravel parking areas in the side yard, provided they are properly maintained.

**2) No more than two (2) of the following items are allowed to park in the rear yard on property occupied with a residence in zoning R-1, R-1A, R-1B and R-1C with lots size less than .75 Acre:**

- **automobile**
- **boat**

- unloaded utility trailer,
- Recreational Vehicle (RV)
- non- motorized camper (includes fifth wheel trailer, bumper pull trailer, hybrid trailer, pop up camper and teardrop trailer)

**Exception:** The storage of a vehicle/item on private property so located upon the property as not to be readily visible from any public place or from any surrounding private property nor shall these subsections apply to any lot or parcel of private property (.75) acre or more in size.

**SECTION 2.** That this Resolution shall be in full force and effect immediately upon its execution by the Planning & Zoning Commission of the City of Grain Valley, Missouri.

**PASSED AND APPROVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, THIS 9<sup>th</sup> DAY OF APRIL, 2025.**

---

Justin Tyson  
Chairman

ATTEST:

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Jamie Logan, City Clerk