



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Wednesday, January 18, 2017
5:45 PM**

- 1. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**
 - A. River Valley Drive Closure Redesign**
 - B. Public Works City Policy 18, 23-28**
 - # 18 Maintenance of Storm Sewers, Detention Basins, and Open Channels**
 - # 23 Stop and Yield Signs**
 - # 24 Sprinkler Systems in Right of Way**
 - # 25 Stop Bars**
 - # 26 Driveway Apron Replacement**
 - # 27 Storm Water Standards**
 - # 28 Street Grade**
 - C. Bill No. 3110 – P.Z. 04-2016 US Ice Sports Complex & Valley Gates (Topgolf USA Chesterfield LLC) (Second Reading) (Green Sheet Amendment)**
 - D. Bill No. 3131 – Establishment of Sewer Easement for Watermark Development (First Reading)**
 - E. Bill No. 3132 – Ameren Missouri: Franchise Agreement (First Reading)**
 - F. Bill No. 3133 – Ameren Missouri: Streetlight Agreement (First Reading)**
 - G. Next Meeting – January 19, 2017 (5:30pm)**
- 2. Finance and Administration Committee of The Whole – Chairperson Tom DeCampi, Ward IV**
 - A. Next Meeting – January 23, 2017 (5:30pm)**

3. **Parks, Recreation and Arts Committee** – Chairperson Barbara McGuinness, Ward I

- A. **Next Meeting – January 19, 2017 (10am)**

4. **Public Health and Safety Committee** – Chairperson Bridget Nations, Ward II

5. **Report from the City Administrator** – Mike Geisel

- A. **Director of Planning and Development Services** – Justin Wyse

- B. **Resolution 430**

- A. Big Sports Development Agreement
 - B. Big Sports Ground Lease
 - C. Land Purchase Successful Investors

6. **Adjourn –**

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AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Wednesday, January 18, 2017
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – January 4, 2017
 - B. Executive Session Minutes** – January 4, 2017
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** - Mayor Bob Nation
 - A. Thursday, January 19, 2017** – Parks, Recreation and Arts (10am)
 - B. Thursday, January 19, 2017** – Planning and Public Works (5:30pm)
 - C. Monday, January 23, 2017** – Finance & Administration of The Whole (5:30pm)

D. Monday, January 23, 2017 – Planning Commission (7pm)

E. Monday, February 6, 2017 – Next City Council meeting (7pm)

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

1. River Valley Drive Closure Redesign

2. Public Works City Policy 18, 23-28

- # 18 Maintenance of Storm Sewers, Detention Basins, and Open Channels**
- # 23 Stop and Yield Signs**
- # 24 Sprinkler Systems in Right of Way**
- # 25 Stop Bars**
- # 26 Driveway Apron Replacement**
- # 27 Storm Water Standards**
- # 28 Street Grade**

3. Bill No. 3110 – P.Z. 04-2016 US Ice Sports Complex & Valley Gates (Topgolf USA Chesterfield LLC) (Second Reading) (Green Sheet Amendment)

4. Bill No. 3131 – Establishment of Sewer Easement for Watermark Development (First Reading)

5. Bill No. 3132 – Ameren Missouri: Franchise Agreement (First Reading)

6. Bill No. 3133 – Ameren Missouri: Streetlight Agreement (First Reading)

7. Next Meeting – January 19, 2017 (5:30pm)

B. Finance and Administration Committee of The Whole – Chairperson Tom DeCampi, Ward IV

1. Next Meeting – January 23, 2017 (5:30pm)

C. Parks, Recreation and Arts Committee – Chairperson Barbara McGuinness,
Ward I

1. Next Meeting – January 19, 2017 (10am)

D. Public Health and Safety Committee – Chairperson Bridget Nations, Ward II

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

1. Director of Planning and Development Services – Justin Wyse

2. Resolution 430

- A. Big Sports Development Agreement
- B. Big Sports Ground Lease
- C. Land Purchase Successful Investors

XI. UNFINISHED BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

- A. BILL NO. 3110** – AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF TWO EXISTING “PC” PLANNED COMMERCIAL DISTRICTS TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 22.22 ACRE TRACT OF LAND LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE’S CROSSING (P.Z. 04-2016 US ICE SPORTS COMPLEX & VALLEY GATES [TOPGOLF USA CHESTERFIELD LLC.]—17T510041, 17T520062, 17T520095, 17T520084). (SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)

- B. BILL NO. 3131** – AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A STORM SEWER EASEMENT IN CONJUNCTION WITH THE DEVELOPMENT OF A MULTI-FAMILY DEVELOPMENT AT 16300 LYDIA HILL DRIVE (18T321095). (FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)
- C. BILL NO. 3132** – AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS, UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, WITH ALL NECESSARY OR APPROPRIATE APPURTENANCES AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH. (FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)
- D. BILL NO. 3133** – AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT THEREFORE BETWEEN THE CITY AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPRECIATE TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN. (FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

XIV. ADJOURNMENT

NOTE: City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

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AGENDA REVIEW – Wednesday, 1/18/2017 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 pm, on Wednesday January 18th, 2017.**

Please let me know, ASAP, if you will be unable to attend this meeting.



RECORD OF PROCEEDING

MEETING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AT 690 CHESTERFIELD PARKWAY WEST

JANUARY 4, 2017

The meeting was called to order at 7:05 p.m.

Mayor Bob Nation led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

PRESENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Bridget Nations
Councilmember Guy Tilman
Councilmember Dan Hurt
Councilmember Tom DeCampi

ABSENT

Councilmember Randy Logan

APPROVAL OF MINUTES

The minutes of the December 5, 2016 City Council meeting were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Nations, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the December 5, 2016 Executive Session were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Nations, to

approve the Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the December 5, 2016 Public Hearing for FY2017 Budget were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Nations, to approve the Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Mr. Kurt Greenbaum, 14393 Rainy Lake Drive, spoke in opposition to Resolution No. 429 (Opposes Unification of St. Louis County & the City of St. Louis), passed at the December 5, 2016 City Council meeting, and asked Council to reconsider this Resolution.

Mr. Jake Hollander, 1812 Aston Way, spoke in opposition to Resolution No. 429 (Opposes Unification of St. Louis County & the City of St. Louis), passed at the December 5, 2016 City Council meeting, and asked Council to reconsider this Resolution.

INTRODUCTORY REMARKS

Mayor Nation announced that Candidate Filing for the April 4, 2017 Municipal Election closes at 5:00 p.m. on Tuesday, January 17.

Mayor Nation announced that City Hall will be closed on Monday, January 16 in observance of Martin Luther King Day.

Mayor Nation announced that the next meeting of City Council has been scheduled for Wednesday, January 18, at 7 p.m.

Mayor Nation recognized the following City Council candidates in attendance at tonight's meeting: Matthew White, Ward IV; Scott Lichvar, Ward IV and Nathan Roach, Ward IV.

APPOINTMENTS

Mayor Nation nominated Nathan W. Roach, 1200 Turnberry Ridge Court, to fill the vacancy as Councilmember in Ward IV, created by the resignation of Councilmember Bruce DeGroot. Councilmember Nations made a motion, seconded by Councilmember McGuinness, to approve this appointment. A roll call vote was taken with the following results: Ayes – Nations, Tilman, Hurt, McGuinness and Flachsbart. Abstentions – DeCampi. Nays – None. Whereupon Mayor Nation declared the motion passed.

City Clerk Vickie Hass conducted the Swearing-In Ceremony for Councilmember Nathan Roach-Ward IV.

President Pro-Tem Barry Flachsbart announced the following proposed adjustments to City Council Committee assignments: Councilmember DeCampi to serve as Chair of the Finance and Administration Committee and continue to serve on the Public Health and Safety Committee. Councilmember Roach to serve on the Planning and Public Works Committee and the Parks, Recreation and Arts Committee. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to approve the proposed adjusted City Council Committee Assignments. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation nominated Mr. Davis U. Bethel and Ms. Elizabeth J. Harry to serve on the Community Improvement District Board. Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to approve these appointments. A roll call vote was taken with the following results: Ayes – Tilman, Flachsbart, McGuinness, Nations, Hurt, DeCampi and Roach. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mayor Nation nominated Mr. Richard Clawson (ACI Boland Architects), 11477 Olde Cabin Road, St. Louis (Ward II) and Mr. Matt Adams (Adams Architectural Associates), P.O. Box 230, Chesterfield (Ward II), for re-appointment to the Architectural Review Board. Councilmember Hurt made a motion, seconded by Councilmember Tilman, to approve these re-appointments. A roll call vote was taken with the following results: Ayes – Tilman, McGuinness, DeCampi, Hurt, Flachsbart, Nations and Roach. Nays – None. Whereupon Mayor Nation declared the motion passed.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Tilman, to approve the proposed revisions to Public Works Policy Nos. 16, 19 and 20 (Snow Removal Services, Stormwater in Chesterfield Valley – Booker Plan, Inspection Fees). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Tilman, to approve the elimination of Public Works Policy Nos. 17 and 22 (Change Orders, Warning Tickets and Towing on Snow Routes). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3130 (Harmony Seven [Record Plat]) is scheduled for both first and second reading approval under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, January 5, at 5:30 p.m.

Finance and Administration Committee

Councilmember Tom DeCampi, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Tilman, to approve the proposed revisions to City Council Policy Nos. 1-5. Policy Nos. 1, 2 and 4 (City Council Committee Organization, Committee Agendas, Meeting Room Reservations) to be eliminated; Policy No. 3 (Membership-Non-Statutory Committees) revise as noted, thereby eliminating F&A Policy Nos. 11, 16 and 21 (Minutes for Individual Boards/Commissions/Committees/Task Forces, Membership-Statutory/Non-Statutory Committees, Funding for Boards/Commissions); Policy No. 5 (Speakers-City Council Meetings) revised as noted, thereby eliminating F&A Policy No. 32 (Handling of Questions from Audience During City Council Meetings). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember DeCampi announced that the next meeting of this Committee has been scheduled for Monday, January 23, at 5:30 p.m.

Parks, Recreation & Arts Committee

Councilmember Barbara McGuinness, Chairperson of the Parks, Recreation & Arts Committee, announced that efforts are underway to schedule the next meeting to discuss parks rules and regulations, new art placement and various other matters as determined.

Public Health & Safety Committee

Councilmember Bridget Nations, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Flachsbart, to approve the proposed revisions to Public Health & Safety Policies. Policy Nos. 1, 4, 5, 7, 9, 11, 12 and 13 (Citizen Requests for Traffic Controls/Devices/Physical Improvements, Painting of Curbs, City Ordinances to Subdivision Trustees, Street Light Installation, School Speed Zones, False Alarm Charge, Stop Signs, Yield Signs) to be eliminated; Policy Nos. 6, 17 and 20 (Liquor License Approval, Police Department Response to Residential Burglar Alarms, Texting While Operating a Motor Vehicle) to be revised as noted. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no report this evening.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

LEGISLATION – PLANNING COMMISSION

BILL NO. 3130 PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR HARMONY SEVEN, A 2.75 ACRE TRACT OF LAND ZONED “R-2” RESIDENCE DISTRICT LOCATED ON THE SOUTH SIDE OF OLIVE BOULEVARD WEST OF INTERSECTION OF STABLESTONE DRIVE (**FIRST & SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)

Councilmember Hurt made a motion, seconded by Councilmember DeCampi, for the first reading of Bill No. 3130. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3130 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember DeCampi, for the second reading of Bill No. 3130. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3130 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3130 with the following results: Ayes – Tilman, McGuinness, DeCampi, Hurt, Nations, Flachsbart and Roach. Nays – None. Whereupon Mayor Nation declared Bill No. 3130 approved, passed it and it became **ORDINANCE NO. 2931**.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:44 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

COMMUNICATIONS AND PETITIONS

As always, if you have any questions or require additional information, please contact me prior to Wednesday's meeting.

UPCOMING MEETINGS/EVENTS

- A. Thursday, January 19, 2017 – Planning and Public Works of The Whole (5:30pm)**
- B. Monday, January 23, 2017 – Finance & Administration (5:30pm)**
- C. Monday, January 23, 2017 – Planning Commission (7pm)**
- D. Monday, February 6, 2017 – Next City Council meeting (7pm)**

APPOINTMENTS

If you have any questions, please contact me prior to Wednesday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee met on Thursday, January 5th which resulted in several action items for City Council.

1. River Valley Drive Closure

As more fully described in the attached memo from Director of Public Works\City Engineer – Jim Eckrich, the PPW Committee reconsidered issues related to the River Valley Closure Project again at its January 5, 2017 meeting, at which time the Committee recommended to proceed with the project and to authorize a transfer from General Fund - Fund Reserves above the 40% Policy in the amount of the project estimate (shown above as \$203,000). If Council concurs with the PPW recommendation to proceed with this project, design will begin immediately, with the expectation that the project will be re-bid and a construction contract will be submitted to City Council during the summer of 2017. **A Roll call vote is required.**

2. City Council Policies - # 18 and #23 – 29.

As more fully detailed in Mr. Eckrich's memorandum, the PPW Committee continued Council's directive to review, update, consolidate and delete existing Council policies as appropriate, the Planning and Public Works Committee accepted Staff's recommendations as follows:

a. PPW #18 Maintenance of Storm Sewers, Detention Basins and Open Channels. Minor Revisions reflecting MSD's charter.

The revised policy clarifies that storm sewers are maintained by MSD, and that the City of Chesterfield does not maintain detention basins or open channels on private property.

b. PPW # 23 Stop Signs. Minor Revision to existing policy.

The revisions reconcile public works policies with public health and safety policies #12 and #13 regarding level of support for voluntary traffic restrictions.

c. PPW #24 Sprinkler Systems – No Change, affirm as it is.

d. PPW #25 Stop Bars. Minor revisions to existing policy.

Stop bars are only used in conjunction with crosswalks, where it is necessary (as defined by the City Engineer) to define the point of stopping to ensure motorist / pedestrian safety, and where specifically required by the MUTCD.

e. PPW #26 Driveway Apron Replacement. No Change, affirm as it is.

f. PPW #27 Stormwater Standards. DELETE. The policy is now addressed by ordinance.

g. PPW #28 Street Grades. Minor Revision to reflect current engineering publication EC #22

h. PPW #29 Parkland Criteria. To be addressed by the Parks, Recreation and Arts Committee.

The PPW recommends City Council accept the review and changes as recommended by Staff.

3. **Bill NO. 3110 – P.X. 04-2016 US Ice Sports Complex and Valley Gates (Top Golf)**

This Bill was previously before Council and was sent back to PPW due to site plan changes by the petitioner. The PPW has reviewed and will offer green sheet amendments. **(Second Reading)**

4. **Bill No. 3131 – Establishment of Sewer Easement for Watermark Development**

Concurrent with the acceptance of the existing trail around Lake One, the City acquired properties adjacent to the Watermark development at the southwest intersection of Lydia Hill and Chesterfield Parkway West. The development requires that an easement be dedicated across the property owned by the City for sewer works. The PPPW Committee recommended approval to grant this easement. **(First Reading)**

5. **Bill No. 3132 Ameren franchise Agreements**

The existing Franchise Agreement and Streetlight Agreement between Ameren Missouri and the City of Chesterfield both expired in 2012. The PPW Committee recommended approval of this agreement. **(First Reading)**

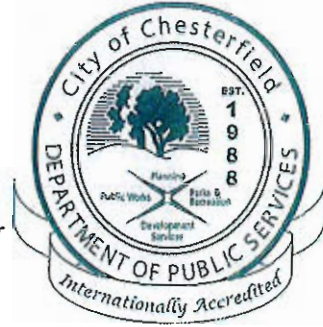
6. **Bill No. 3133 Ameren streetlight Agreement**

The existing Streetlight Agreement between Ameren Missouri and the City of Chesterfield expired in 2012. Ameren requires a current Streetlight Agreement for all municipalities. Additionally, cities with an effective Franchise Agreement receive a ten percent discount on streetlight service. The PPW Committee recommended approval of these agreement. **(First Reading)**

The next scheduled meeting of the Planning and Public Works Committee is scheduled for Thursday, January 19th, 2017 at 5:30 pm. This meeting is scheduled to be a Committee meeting of the Whole for the purpose of discussing the planning and zoning development process.

If you have any questions, please contact me prior to Wednesday's meeting.

MEMORANDUM



TO: Mike Geisel, City Administrator

FROM: Aimee Nassif, Planning and Development Services Director
James Eckrich, Public Works Director/City Engineer

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, January 5, 2017

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, January 5, 2017 in Conference Room 101.

In attendance were: **Chair Dan Hurt** (Ward III), **Councilmember Barbara McGuinness** (Ward I), **Councilmember Bridget Nations** (Ward II) and **Councilmember Nathan Roach** (Ward IV).

Also in attendance were: Mayor Bob Nation; Planning Commission Chair Stanley Proctor; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; Jessica Henry, Senior Planner; Todd Ohmes, Civil Engineer; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:30 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the December 8, 2016 Committee Meeting Summary

Councilmember McGuinness made a motion to approve the Meeting Summary of **December 8, 2016**. The motion was seconded by Chair Hurt and passed by a voice vote of 3-0 with Councilmember Roach abstaining.

II. UNFINISHED BUSINESS

- A. **P.Z. 04-2016 US Ice Sports Complex & Valley Gates (Topgolf USA Chesterfield LLC)**: A request for a zoning map amendment from an existing "PC" Planned Commercial District to a new "PC" Planned Commercial District for 22.22 acres located north of North Outer 40 Road and east of Boone's Crossing (17T510041, 17T520062, 17T520095, 17T520084).

STAFF REPORT

Jessica Henry, Senior Project Planner, explained that the Committee forwarded this project to the September 7, 2016 City Council meeting for first reading. Prior to the second reading scheduled for September 19, the Petitioner requested that the project be held. The Petitioner has since submitted a revised Preliminary Plan and Staff has updated the Attachment A to reflect those changes. The revised plan includes two new lots, three new buildings, and a new curb cut. The maximum height for the three proposed ancillary buildings is 60 feet. Staff has reviewed the revised proposal and has no concerns.

Ms. Henry then outlined the changes in the Attachment A, as follows:

- **Addition:** The total building floor area within this development shall not exceed 150,000 square feet. *It was noted that the proposed square footage is substantially under the maximum F.A.R. of 0.55.*
- **Change:** Maximum height changed from 45 feet to 60 feet. *It was noted that the proposed height meets City Code.*
- **Addition:** A minimum of thirty-five percent (35%) open space is required for **each lot within** this development.
- **Additions pertaining to Access:**
 - Access to Lot A shall be as shown on the Preliminary Plan. *It was explained that access will be off of Taubman's shared drive and a secondary access will utilize cross access from Taubman's parking lot.*
 - No direct access to Lot A from North Outer 40 Road shall be permitted.
 - Access to Lot B shall be as shown on the Preliminary Plan.
 - Lot C shall be permitted one access point from North Outer 40 Road as shown on the Preliminary Plan and as directed by the City of Chesterfield and St. Louis County Department of Transportation. *Ms. Henry stated that the access is spaced to meet the City's Access Management Guidelines. In addition, cross access is being provided to the tract to the east.*
 - Adequate sight distance shall be provided as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
 - Provide public access easements **through Lot B of the development** as needed such that access is provided from North Outer 40 Road to the adjoining property to the north for trail access.
 - Cross access shall be provided to serve the development **as shown on the Preliminary Plan attached hereto as Attachment B and as directed by the City of Chesterfield and the St. Louis County Department of Transportation.**

Ms. Aimee Nassif, Planning & Development Services Director noted that the distance from the Graeler tract to the curb cut is approximately 350 feet; from that point to the center of Lot B, the distance is approximately 550 feet; and from that point forward onto the other lot, the distance is 600 feet. Each of these distances meets the City's Access Management requirements.

PLANNING COMMISSION REPORT

Planning Chair Stanley Proctor stated that if the Planning & Public Works Committee is agreeable to the proposed changes, he does not see the need to return the petition to the Planning Commission for review.

DISCUSSION

Chair Hurt asked the Petitioner to address the need for two curb cuts on the eastern portion of the site and the proposed height of the buildings.

Access

Mr. Mike Doster stated that when the petition was first filed, the entire property was under contract to be acquired by Topgolf. However, after further review of the development cost associated with such an acquisition, the Board of Topgolf determined it did not meet their economic model. Consequently, the contract was re-negotiated and only that portion of the property needed by Topgolf for its facility (*Lot B*) will be acquired by Topgolf, leaving Lots A and C under separate

ownership. A new plan was then submitted in order to accommodate the three parcels on the property.

Mr. Doster stated that he has contacted Mr. Graeler's legal counsel regarding cross access, but to-date no response has been received.

Mr. George Stock explained that the gravel driveway along the east property line of the site serves the Graeler property. Because the Graelers are not interested in granting cross access to Lot C, a new plan was prepared with a proposed access 350 feet away from the existing access. St. Louis County was in agreement to allowing the second access immediately adjacent to the gravel road, but this did not meet the City's access management requirements. Mr. Stock indicated that they would not have a problem with moving the proposed access further east if an exception from the required 350 feet is granted. Mr. Stock also stated that once either Lot C or the Graeler property is developed, it is anticipated that only one access point will be permitted in this area of the site.

Ms. Nassif clarified that the City wanted a single, shared drive but the proposed plan showed a second access with only an approximate 20-foot distance between the two access points. When County asked that the proposed access be moved 50 feet, it resulted in a spite strip, leaving un-useable land and an access which does not meet the City's access management requirements. Once Lot C is developed, the Attachment A is written so as to allow the flexibility to move the access in order to have one single drive to the site.

After further discussion, the Committee agreed with the proposed access points as presented.

Building Height

Mr. George Stock stated that the plan originally submitted to the Planning Commission included a maximum 60-foot building height and felt the 45-foot maximum building height was an error. He added that other buildings on the site are also requesting a 60-foot height maximum.

Ms. Henry clarified that originally Topgolf buildings were the only buildings shown on the plan and they had a maximum height of 60 feet. The Attachment A had included language that said any other structures utilized in conjunction with the Recreation Facility would be limited to a maximum height of 45 feet.

Chair Hurt noted his preference of keeping the 45-foot maximum height for buildings not related to the Topgolf development.

Mr. Scott Rees, of Summit Development Group which is the owner of the ice rink and adjacent ground, stated that they need the flexibility of matching Topgolf's 60-foot maximum height since they do not know what will be developed on the other two parcels.

Councilmember Nations stated she is comfortable with allowing a 60-foot maximum for all buildings on the site and does not see a need to return the petition to the Planning Commission.

Chair Hurt stated he is in agreement of not sending the petition back to the Planning Commission if the maximum building height for Lots A and C is kept at 45 feet. It was noted that once these lots come in for development, the owners could request an amendment to the maximum building height. Chair Hurt indicated he is uncomfortable removing the 45 foot requirement because it was specifically implemented by the Planning Commission.

Mayor Nation and Councilmember McGuinness agreed with allowing a 60-foot maximum building height for all buildings on the site.

Chair Hurt made a motion to accept all the proposed changes to the Attachment A with one exception: to restrict the maximum building height to 45 feet for buildings on Lots A and C. The motion was seconded by Councilmember Roach.

Discussion on the Motion

Councilmember Nations stated her concern that she feels the restriction on the building height is making it needlessly difficult for the petitioner to do business in the City of Chesterfield.

Mr. Doster pointed out that requesting an amendment to an ordinance is a difficult and time-consuming process involving a Public Hearing and numerous meetings. In addition, once an ordinance is opened up, all conditions and uses are subject to review and possible change – something that most petitioners try to avoid.

Since the motion includes two separate items, Mr. Doster suggested that they be voted on separately. It was pointed out that the motion cannot be withdrawn, so Chair Hurt called for a vote.

The vote on the original motion failed by a vote of 2–2 with Councilmembers McGuinness and Nations voting no.

Chair Hurt made a motion to accept all the proposed changes to the Attachment A except for the wording related to the maximum height. The motion was seconded by Councilmember McGuinness and passed by a voice vote of 4–0.

Councilmember Nations made a motion allowing a maximum building height of up to 60 feet for all buildings on the site. The motion was seconded by Councilmember McGuinness and failed by a voice vote of 2–2 with Chair Hurt and Councilmember Roach voting no.

Ms. Nassif advised that Staff will prepare a report and Green Sheet amendment for Council's review.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the January 18, 2017 City Council Meeting. See Bill #

[Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on P.Z. 04-2016 US Ice Sports Complex & Valley Gates (Topgolf USA Chesterfield LLC).]

B. River Valley Drive Closure Redesign

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, advised that recently a meeting was held between Staff and representatives from the River Valley Drive subdivision to discuss the redesigned cul-de-sac as it was presented at the previous Planning and Public Works (PPW) Committee meeting. The property owner at 76 River Valley Drive has agreed to eliminate the requirement for the concrete fence (\$28,000) and the landscaping allotment (\$10,000), thereby

reducing the overall cost of the project by \$38,000. It was also determined that the property at 178 River Valley Drive could not be utilized for grading associated with the project.

Mr. Eckrich stated that Staff can either present a revised presentation to the PPW Committee at the next meeting, or the Committee can vote to move the project forward to City Council with the cost reduction. To further clarify, Mr. Eckrich stated the original redesign cost was estimated to be \$245,000. Based upon the meeting with area residents, the cost of the project has been reduced by an amount in excess of \$38,000. The revised cost estimate has not been calculated, but will not exceed \$217,000.

DISCUSSION

Councilmember McGuinness stated that she believes the redesigned configuration is actually a much better design than the original plan.

Councilmember McGuinness made a motion to authorize a transfer from the General Fund – Fund Reserves, above the 40% Policy, in an amount not to exceed \$217,000 for the River Valley Drive Closure Redesign project. The motion was seconded by Councilmember Nations and **passed** by a voice vote of 4-0.

Chair Hurt requested that the final cost estimate be calculated and be given to City Council when the project is presented to City Council.

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on the River Valley Drive Closure Redesign project.]

III. NEW BUSINESS

A. Establishment of Sewer Easement for Watermark Development

STAFF REPORT

Aimee Nassif, Planning and Development Services Director, stated that as part of the development requirements for Watermark at Chesterfield Village, Watermark is required to provide the necessary infrastructure and public improvements including storm water improvements. For this development, a storm water pipe must be installed with a portion of the pipe located on the adjacent property, which is owned by the City. Therefore, a sewer easement must be established on City property. The City and the developer have agreed that all costs and responsibilities for the storm sewer pipe installation, construction, maintenance and/or repair will be the sole responsibility of the developer and not the City.

Councilmember McGuinness made a motion to approve the establishment of a Sewer Easement for the Watermark development and to forward the Ordinance, Easement Agreement, and Plat to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and **passed** by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the January 18, 2017 City Council Meeting. See Bill #

[Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on establishment of a Storm Sewer Easement for the Watermark development.]

B. Ameren Missouri Franchise Agreement and Streetlight Agreement

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated the existing Franchise Agreement and Streetlight Agreement between Ameren and the City both expired in 2012. Therefore, new Agreements and corresponding ordinances have been prepared and reviewed by the City Attorney.

Councilmember McGuinness made a motion to forward both the Ameren Missouri Franchise Agreement and Streetlight Agreement to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and **passed** by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the January 18, 2017 City Council Meeting. See Bill #

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on Ameren Missouri Franchise Agreement and Streetlight Agreement.]

C. Public Works and Parks Policies 18 and 23-29

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated that in a continuing effort to review all City Council policies to ensure those policies are current and accurate, Policies 18 and 23-29 are being presented for review.

Mr. Eckrich presented the following recommendations:

Policy 18 Maintenance of Storm Sewers, Detention Basins and Open Channels: At the direction of the Committee, the City Attorney reviewed the proposed policy. He does not believe the proposed policy would prevent the Public Works Department from addressing concerns caused by flooding or storm sewer blockages. He did recommend that the existing policy be replaced as soon as possible because it is clearly outdated and inaccurately indicates that the City is responsible for storm water and not MSD.

Councilmember Nations made a motion to approve Public Works and Parks Policy 18, as recommended by Staff, and forward it to City Council with a recommendation to approve. The motion was seconded by Chair Hurt and **passed** by a voice vote of 4-0.

Policy 23 Stop Signs: The existing Policy conflicts with Public Health and Safety Policies #12 and #13. The existing Public Works Policy #23 allows trustees to request a stop sign on a subdivision street with a *majority* of support, while the Public Health and Safety Policies #12 and #13 require *90 percent* support. After consulting with the

Police Department, Staff recommends that the Public Health and Safety Policies #12 and #13 be repealed and that a new policy covering stop signs and yield signs be implemented in the Public Works section. This new policy requires that subdivision trustees obtain 75 percent support for a sign.

Councilmember Nations made a motion to repeal Public Health and Safety Policies #12 and #13 and to approve Public Works and Parks Policy 23, as recommended by Staff, and forward it to City Council with a recommendation to approve. The motion was seconded by Councilmember Roach and **passed by a voice vote of 4-0.**

Policy 24 Sprinkler Systems in Right of Way: The existing policy is appropriate, therefore, no change is recommended.

There was no action taken on Public Works and Parks Policy 24.

Policy 25 Stop Bars: Recommend expanding the existing policy to clarify that stop bars are only used in conjunction with crosswalks where it is necessary to define the point of stopping to ensure motorist/pedestrian safety and where specifically required by the Manual of Uniform Traffic Control Devices.

Councilmember Nations made a motion to approve Public Works and Parks Policy 25, as recommended by Staff, and forward it to City Council with a recommendation to approve. The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 4-0.**

Policy 26 Driveway Apron Replacement: The existing policy is appropriate, therefore, no change is recommended.

There was no action taken on Public Works Policy 26.

Policy 27 Stormwater Standards: The requirements of Policy #27 are now contained within Section 31-04-12 of the City's Municipal Code, and therefore, can be repealed.

Councilmember Nations made a motion to forward Public Works and Parks Policy 27 to City Council with a recommendation to repeal, as recommended by Staff. The motion was seconded by Councilmember Roach and **passed by a voice vote of 4-0.**

Policy 28 Street Grade: The existing Policy is appropriate except that a minor change has been made to more appropriately refer to Hydraulic Engineering Circular #22 instead of #12.

Councilmember Roach made a motion to approve Public Works and Parks Policy 28, as recommended by Staff, and forward it to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and **passed by a voice vote of 4-0.**

Policy 29 Donations for Park Improvements: Recommend no change at this time. Tom McCarthy, Director of Parks, Recreation and Arts, will be submitting this Policy to the Parks, Recreation, and Arts Committee for review.

There was no action taken on Public Works and Parks Policy 29.

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on Public Works and Parks Policies 18 and 23-29.]

Item E of New Business was discussed next.

E. Wildhorse Parkway Drive

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated that Wildhorse Parkway Drive is a collector road that originates at Wild Horse Creek Road and dead ends in the City of Wildwood. Wildhorse Parkway Drive provides access to Wild Horse Creek Road from a number of subdivisions and properties in both Chesterfield and Wildwood. There is approximately 2,510 feet of roadway between Wild Horse Creek Road and the bridge.

Based on City Council's directive, Mr. Eckrich stated that City streets are to be primarily constructed of concrete. However, there are times when asphalt can be effective and even more appropriate than concrete. He then provided a PowerPoint presentation depicting the pros and cons of utilizing concrete versus asphalt overlay and explained the uniqueness of Wildhorse Parkway Drive.

Mr. Eckrich stated that Staff believes a properly constructed asphalt overlay is warranted from Wildhorse Creek Road to the bridge just north of Bridgeway Circle Drive. Wildhorse Parkway is in partly good and fair condition with sections of deteriorated concrete pavement that have been patched with asphalt. These patches require regular maintenance and are unsightly to area residents. One way to address this is to perform selective slab replacement and remove and replace only the deteriorated sections of concrete. If the City were to proceed in this manner, the selective slab repair required would be substantive enough that it would cause damage to the remaining slabs. The result would be new concrete slabs surrounding older concrete slabs disturbed and damaged by construction. Those older slabs would begin to show signs of further distress and failure, and a cycle would be created whereby the City would be regularly addressing small sections of slabs on Wildhorse Parkway Drive. For this reason, selective slab replacement is not recommended.

Staff recommends a two-inch asphalt overlay with a geotextile fabric interlayer. Such an overlay will cost approximately \$450,000 and will increase the pavement life by approximately 15 years. Another advantage of an asphalt overlay is that it will reduce pavement noise and during construction will have a much smaller impact to area motorists. The cost for an asphalt overlay is substantively less than a concrete reconstruction, which is estimated at \$1,100,000.

In summary, Mr. Eckrich recommended incorporating Wildhorse Parkway Drive into the five year plan for 2018 with an asphalt overlay at an estimated cost of \$450,000. There is no financial allocation or commitment required at this time. Staff will advise the City of Wildwood and Chesterfield Trustees of the plan to overlay the road in 2018.

Discussion

Chair Hurt stated there may be some opposition from residents on the use of asphalt instead of concrete. Councilmember Roach concurred, but also stated that the road is in obvious need of improvement. Mr. Eckrich responded that Staff will engage the trustees to let them know that the City is considering an asphalt overlay. Wild Horse Creek Road is an asphalt roadway and Wildhorse Parkway Drive is in many ways more similar to Wild Horse Creek Road than it is to the connecting subdivision streets.

The Committee agreed that it had no objection to Mr. Eckrich incorporating Wildhorse Parkway Drive into the five-year plan as an asphalt overlay, as presented. No further action is necessary at this time, and the matter does not need to be forwarded to City Council.

D. Schoettler Road

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, provided a history of Schoettler Road. It is a 2.4 mile minor arterial roadway from Clayton Road to South Outer 40. Schoettler Road was maintained by St. Louis County until 2010 at which time the City accepted maintenance. There are a number of deficiencies including lack of center/left turn lanes, tight horizontal curves, missing sections of sidewalk, and sections of roadway with inadequate sight distance.

In 2013, HR Green developed a Concept Plan that included three lanes with a sidewalk and bike lane on both sides of the road. The estimated cost of implementation was \$24 million not including right of way acquisition. The City hoped to implement this plan through the Surface Transportation Program (STP) which would have funded up to 80% of the construction costs. However, for the past three years, the City has been unsuccessful in obtaining an STP grant. Staff has concluded that Schoettler Road will not qualify for STP funding until the condition of the road deteriorates. Therefore, Staff has investigated Schoettler Road to determine what can be done to improve the roadway incrementally and recommends the following plan of action:

- Discontinue the annual submittal of the STP grant application. Instead concentrate on a grant submittal for another qualifying road, such as Old Chesterfield Road.
- Funding for sidewalks is available through the Transportation Alternatives Program (TAP). Study the sections of Schoettler Road with missing sections of sidewalk and submit TAP applications.
- Consider designing and constructing center lanes/left turn lanes in areas that are adjacent to side streets. Staff analyzed four sections of Schoettler Road for possible left turn lanes. Of the four intersections, only the Georgetown Road intersection contains the necessary right of way to allow for a center lane/left turn lane. Adding lanes at other intersections would require the acquisition of right of way and easements, both permanent and temporary. Staff estimates the cost of the turn lane at Georgetown to be \$75,000, which does not include any right of way or easement acquisition.

Discussion

There was further discussion regarding right of way acquisition at the intersection of Westerly Place and 2290 Schoettler Road. Chair Hurt indicated that the affected resident was not likely to grant additional right of way, but he would like to at least attempt right of way acquisition again. Mr. Eckrich stated that if funds are going to be budgeted for a left turn lane at Georgetown or Westerley Place, Staff will renew discussions with the property owner at 2290 Schoettler Road. If Staff is successful and if needed, more money can be requested at a later date.

The Committee, as a whole, directed Staff to include \$100,000 in the 2018 budget for construction of a left turn lane at Georgetown Road and to acquire the necessary right of way at 2290 Schoettler Road.

IV. OTHER

Councilmember McGuinness inquired as to the status of the Committee's request that Staff amend UDC Article 04-01 of the Architectural Review Standards to require "siding to grade." Ms. Aimee Nassif, Planning and Development Services Director, stated that Staff is working on the project and when the draft is complete, it will be placed on the agenda under Unfinished Business.

Councilmember McGuinness stated that she recently attended a meeting at St. Louis County and noticed next to each item on their agenda that the corresponding district number was listed. She is requesting that Staff also include the corresponding Ward numbers for agenda items on future PPW meetings. There was a brief discussion regarding this and the Committee agreed to request Staff to include Ward numbers on future agenda items.

V. ADJOURNMENT

The meeting adjourned at 7:08 p.m.

DATE: December 5, 2016 (original)
January 6, 2017 (revised)

TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *JAE*
Public Works Director City Engineer

RE: River Valley Drive Closure - Redesign



The memorandum below was considered by the Planning and Public Works Committee at its 12/8/2016 meeting. At that time the PPW Committee directed Staff and the River Bend residents to meet to determine whether the 178 River Valley Drive property could be used for grading only and/or if the property owner at 76 River Valley Drive would consider eliminating the requirement of a concrete fence in order to reduce project costs. Myriad discussions were conducted and a meeting was held on January 3, 2017 at which time it was determined definitively that the property at 178 River Valley Drive could not be used for grading associated with the project. However, the property owner at 76 River Valley Drive indicated she would support the project, including any easement acquisition necessary, without the construction of additional landscaping or a concrete fence. The revised project estimate is as follows:

Original Construction Bid	\$140,282	
Additional Survey	\$6,000	
Retaining Wall / Geotechnical Eng.	\$15,000	
Easement Exhibits	\$4,000	
Retaining Wall Construction	\$25,000	
Landscaping at 76 River Valley Drive	\$10,000	
Eight Feet Concrete Fence at 176 RVD	\$28,000	
Reduction in Pavement Costs	-\$6,000	
Project Sub-total	\$222,282	\$184,282
Ten Percent Contingency	\$22,228	\$18,428
Total Project Cost (rounded)	\$245,000	\$203,000

Action Recommended for City Council

The PPW Committee considered the matter again at its January 5, 2017 meeting, at which time it recommended 4-0 to proceed with the project and to authorize a transfer from General Fund - Fund Reserves above the 40% Policy in the amount of the project estimate (shown above as \$203,000). The matter should now be forwarded to the full City Council for approval. If Council concurs with the PPW recommendation to proceed with this project, design will begin immediately, with the expectation that the project will be re-bid and a construction contract will be submitted to City Council during the summer of 2017.

Below is the original memorandum submitted to PPW

As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. These plans proposed the use of portions of properties to the northeast of River Valley Drive, specifically 178 River Valley Drive and 180 River Valley Drive. At that time it was Staff's understanding that those properties were controlled by the River Bend Trustees, who were supportive of the project and could convey the necessary easements.

The plans and estimate were reviewed by the PPW Committee and were positively recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016. After reviewing the bids, I sent a memorandum to City Council recommending that the project be awarded to Krupp Construction in the amount of \$155,000, which included the low bid amount of \$140,282 and a ten percent contingency.

Prior to Council consideration, a River Bend resident contacted the City and contested the right of way dedication. The resident asserted that the River Bend Trustees had no authority to convey an easement for the property at 178 River Valley Drive. After a lengthy review involving two City Attorneys, it was determined that the River Bend Trustees did not have the authority to grant an easement over 178 River Valley Drive. At that time the project stalled as residents of the River Bend subdivision met to discuss how to proceed with this project. It is my understanding that it has now been determined that the River Bend Subdivision does not desire to address the title issues related to the property conveyance. Instead, the property owner across the street, 76 River Valley Drive, has offered to convey to the City the property necessary to construct a standard cul-de-sac. Of course, this will necessitate a redesign of the cul-de-sac utilizing a portion of the property at 76 River Valley Drive, and entirely avoiding the property at 178 River Valley Drive.

Attached is a drawing (Exhibit A) showing the original cul-de-sac design, and a second drawing (Exhibit B) showing a schematic of a more conventional cul-de-sac design. You will note the original design incorporated what is commonly referred to as a "golf club" cul-de-sac, whereby the cul-de-sac is offset to one side of the street. The original cul-de-sac was designed in this configuration because the property to

the northeast is not usable, and it was our understanding that it could be conveyed by the River Bend Trustees. In order to entirely avoid construction on the 178 River Valley Drive parcel, the cul-de-sac will be re-designed as a more of a conventional, or "bulb" cul-de-sac. The cul-de-sac will still be slightly offset toward the property at 180 River Valley Drive (in order to minimize the impact to 76 River Valley drive) but will be moved approximately 24 feet to the southwest. The result is a pavement and drainage section which abuts the right of way / property line at 76 River Valley Drive. Please note that this does not mean that the City will not need an easement at 76 River Valley Drive. At a minimum a Temporary Slope and Construction License (TSCL) will be necessary to allow grading and working room for the contractor. However, it appears a permanent easement may not be required unless it is determined during detailed design that the cul-de-sac needs to be moved farther southwest, or if retaining walls are necessary on the southwest side of the road.

Please note that the cul-de-sac location and distances described above are only an estimate at this time, based upon preliminary data. After we obtain survey information and perform a detailed design, we will be able to determine the optimal location of the cul-de-sac in order to minimize costs and impacts to the parcel at 76 River Valley Drive.

The City Staff completed the original cul-de-sac design in such a manner that construction would have minimal impacts to adjacent property, including avoiding the need for retaining walls and substantial drainage structures. It is our opinion that the original design would have resulted in the lowest overall project cost. Moving the cul-de-sac as shown on Exhibit B will necessitate a re-design resulting in additional design costs and construction costs, which are detailed as follows:

DESIGN

- A) The existing survey acquired for the original design did not include data on the property at 76 River Valley Drive. Accordingly, additional survey data on that property will be required, at an estimated cost of \$6,000.
 - B) The previous right of way dedication was recorded prior to the execution of a construction contract. That right of way dedication must be repealed in order to return the properties at 178 and 180 River Valley Drive to their original condition. This will be accomplished by City Staff at minimal cost (recording fees).
 - C) After the survey is completed we can commence preliminary design. This will include laying out the exact location of the cul-de-sac, grading, drainage, and retaining walls. Once a preliminary design is complete we will contact area utilities and address any conflicts or comments. It is possible that the redesign will result in conflicts with Laclede Gas and/or Missouri American Water Company, due to their facilities being located on the west side of River Valley Drive. However, these facilities are located within the public right-of-way, so any costs associated with their relocation will not financially impact the City of Chesterfield. After utility conflicts are addressed a final design will be completed, including plans, specifications, and estimate. There is no out-of-pocket cost for this design work, which will be completed utilizing existing City Staff.
-

- D) As you can see on Exhibit A, at the most northeastern point of the cul-de-sac, the elevation of the road (470) is approximately seven feet higher than the existing ground (463). The existing design allowed for that elevation difference to be made up by grading over the adjacent properties, extending approximately 34 feet outside the edge of pavement. With the City no longer able to utilize the property at 180 River Valley Drive for grading, it is likely that a retaining wall will be necessary. Such a wall will require a St. Louis County permit, which necessitates plans and calculations from a retaining wall / geotechnical engineer. The cost for this service is estimated at \$15,000.
- E) New right-of-way (ROW) and temporary slope construction license (TSCL) exhibits, including legal descriptions, will need to be assembled for 76 River Valley Drive and 180 River Valley Drive (the River Bend Bath and Tennis Club). These will be completed once the survey and design are complete. The estimated cost for these documents is \$4,000.

The cost of re-designing the cul-de-sac, using in-house engineering staff, is estimated at \$25,000. We believe this work, including survey, site layout, utility coordination, geotechnical design, exhibit creation, and right of way acquisition, will take approximately seven months. This is partially due to the City being short one Civil Engineer and one GIS Analyst / CAD Technician at this time. However, even if fully staffed, re-design would likely take nearly six months due the time required in order to complete the survey and obtain agency approvals.

CONSTRUCTION

- F) As referenced above, the reconfigured cul-de-sac may require a retaining wall along the northeast side of the cul-de-sac due to the elevation difference between the edge of pavement and the existing grade at 178 River Valley Drive. It is estimated that a retaining wall could add \$25,000 to the construction costs of this project. The actual size and location of any retaining wall would be determined during design.
 - G) Moving the cul-de-sac southwest will have an impact to the frontage of the property at 76 River Valley Drive. We believe we can design the cul-de-sac in such a manner that we will avoid any negative impact to the circular concrete paver driveway (with an integrated ice melting system) and private gates. However, there will certainly be some impact to the extensive landscaping, which includes a pond and waterfall system. It is estimated that there will be approximately \$10,000 in landscaping restoration costs associated with the relocated cul-de-sac.
 - H) It is my understanding that the property owner at 76 River Valley Drive has consented to the property donation in exchange for an eight feet high concrete fence / wall to be located between his property and the new cul-de-sac. City Staff has obtained an estimate for 100 LF of concrete fence / wall at a cost of \$28,000.
 - I) Moving the cul-de-sac to the southwest will necessitate redesigning and reconstructing the roadside drainage. At this time we anticipate a ditch / channel along the side of the roadway. However, if this cannot be accomplished, a drainage structure and pipes of some kind may be required. At this time no costs
-

have been added for storm sewer facilities in the expectation that a roadside ditch can be utilized.

- J) In the original design, the cul-de-sac was being constructed adjacent to the existing roadway. The new design incorporates the cul-de-sac into the existing roadway. The result is that slightly less pavement will need to be constructed, and there is no longer a need for an island with vertical curb. Preliminary calculations show that the proposed project includes approximately 70 fewer square yards of concrete. This will correlate to a cost avoidance, or savings, of an estimated \$6,000.

In addition to the \$25,000 in design costs detailed above, there is an estimated \$57,000 in additional construction costs, for a total cost increase of \$82,000. Adding this to the original bid of \$140,282 yields a cost of \$222,282. The addition of a ten percent contingency results in a total estimated project cost of \$245,000.

A table summarizing these costs is below:

Original Construction Bid	\$140,282
Additional Survey	\$6,000
Retaining Wall / Geotechnical Eng.	\$15,000
Easement Exhibits	\$4,000
Retaining Wall Construction	\$25,000
Landscaping at 76 River Valley Drive	\$10,000
Eight Feet Concrete Fence at 176 RVD	\$28,000
Reduction in Pavement Costs	-\$6,000
Project Sub-total	\$222,282
Ten Percent Contingency	\$22,228
Total Project Cost (rounded)	\$245,000

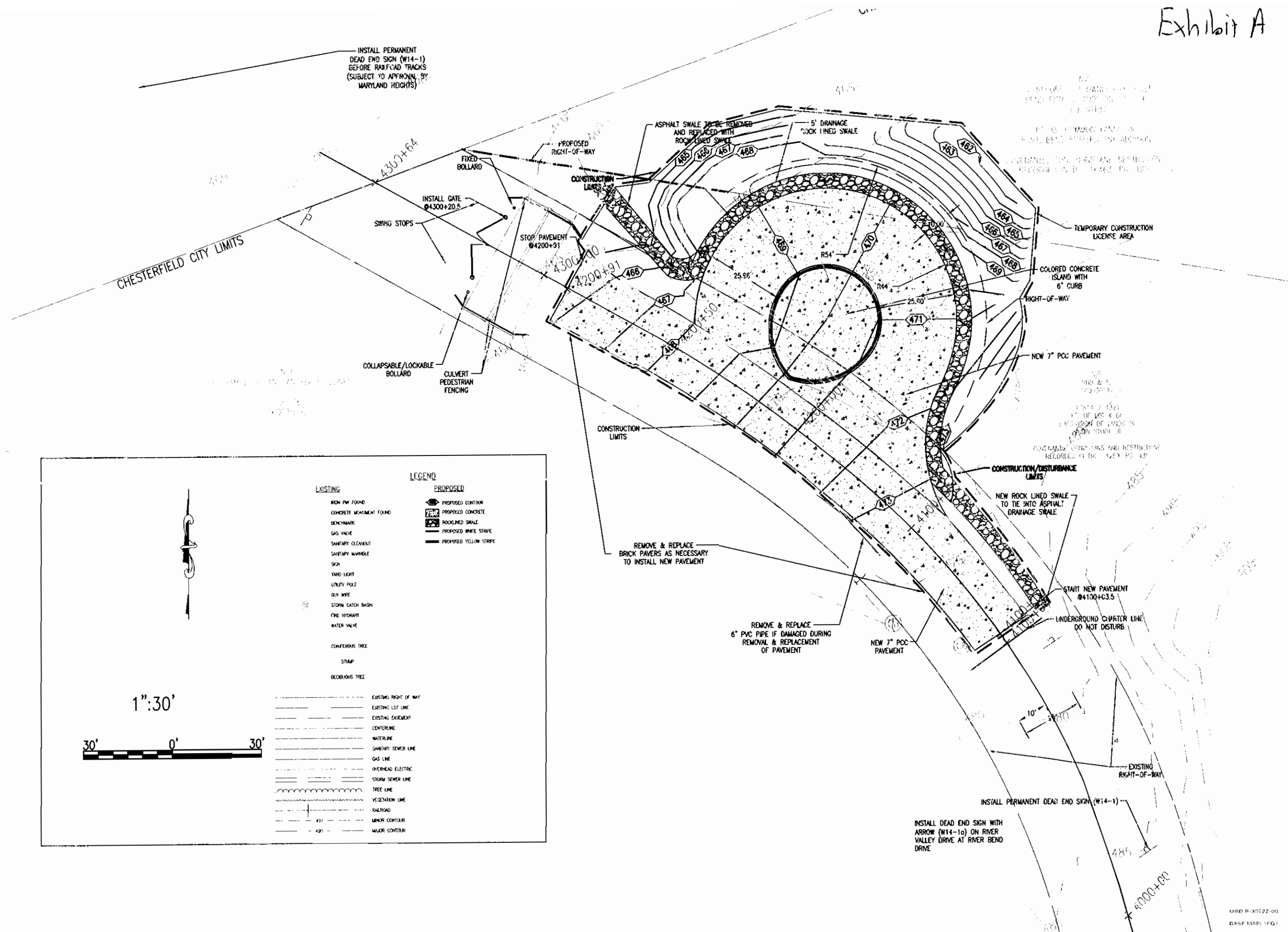
Action Recommended

This matter should be presented to the Planning and Public Works Committee for consideration. Should the Committee desire to proceed with this project, it should make a positive recommendation to City Council. Such a recommendation should include the allocation of \$25,000 from General Fund – Fund Reserves above the 40% Policy for design costs. If Council elects to proceed with this project, design will begin immediately, with the expectation that a construction contract will be submitted to City Council during the summer of 2017.

CHRISTOPHER KRUEGER
PROFESSIONAL ENGINEER
PE-2014016972

NAME	CH-CH-CH
S. SPIEGEL	CHK
DATE	DATE
12.01.2016	2016-PW-14

MSD P-30722-00
BASE MAP: 1CQ1



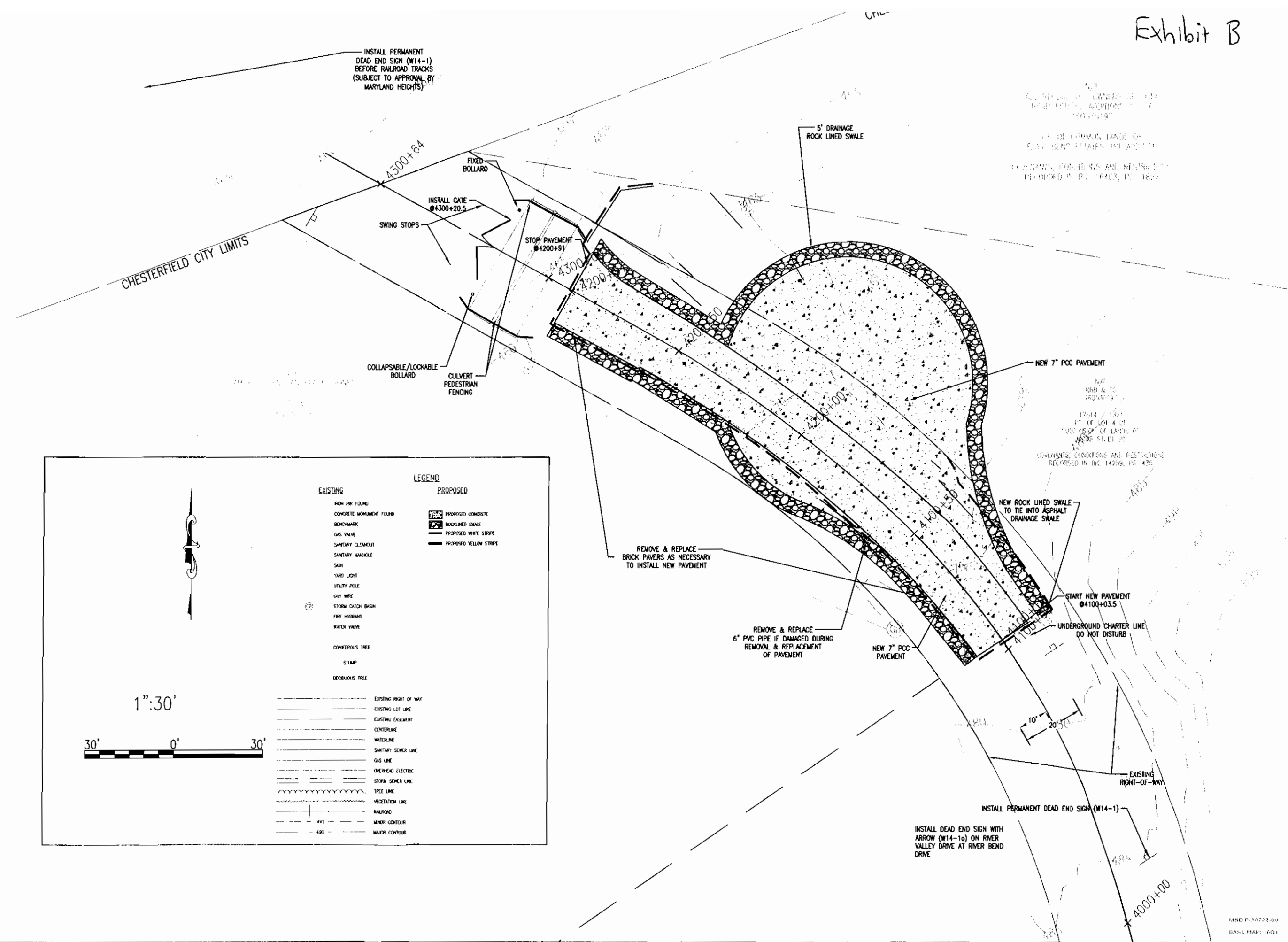
CITY OF CHESTERFIELD
2015-PW-14
RIVER VALLEY DRIVE CLOSURE

CHRISTOPHER KRULGER
PROFESSIONAL ENGINEER
PE-2014016972

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	12/01/2015

DESIGNED BY R. SPIEGEL	CHECKED BY CAK
DATE 12/01/2015	PROJECT NO. 2015-PW-14
SHEET TITLE: PROPOSED SITE PLAN	
SHEET NO. C3	

M&D P-20722-00
BASE MAP: 16-01



III.C



DATE: December 21, 2016

TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *JA*
Public Works Director / City Engineer

RE: Public Works and Parks Policies 18, 23-29

*Forwarded to
Public Works
Action
12/21/16*

As you have directed, the City Staff has begun the process of comprehensively reviewing all City Council policies to ensure those policies are current and followed. There are 53 policies in the Public Works and Parks portion of the City Policy Manual. City Council has reviewed and approved, deleted, or modified Policies 1 – 22 (excluding 18 – see below). I am hereby submitting my recommendations for Policies 18 and 23 – 29. A summary of the recommendations for each policy is as follows:

18) Maintenance of Storm Sewers, Detention Basins, and Open Channels: The existing policy was written prior to MSD having jurisdiction for storm water in the City of Chesterfield. The new policy clarifies that storm sewers are maintained by MSD, and that the City of Chesterfield does not maintain detention basins or open channels on private property. At the direction of the Planning and Public Works Committee the existing and proposed policies were reviewed by the City Attorney. The City Attorney does not believe the proposed policy would prevent the Public Works Department from addressing concerns caused by flooding or storm sewer blockages. He does recommend that the existing policy be replaced as soon as practical because it is clearly outdated and inaccurately indicates that the City, not MSD, is responsible for storm water. *

23) Stop Signs: The existing policy conflicts with Public Health and Safety Policies #12 and #13 (attached). The existing Public Works Policy #23 allows trustees to request a stop sign on a subdivision street with a *majority* of support, while the Public Health and Safety Policies #12 and #13 require *90 percent* support. After consulting with the Police Department, the City Staff recommends that the Public Health and Safety Policies be repealed, and that a new policy covering stop signs and yield signs be implemented in the Public Works section. That new policy will require that subdivision trustees obtain 75% support for the sign from area residents. Accordingly, I recommend the approval of a new policy which details how residents can request a stop or a yield sign. In conjunction with the approval of this policy, Public Health and Safety Policies #12 and #13 will be repealed. *

24) Sprinkler Systems in Right of Way: Existing policy is appropriate, no change is recommended. ✓

25) Stop Bars: Recommend expanding the existing policy to clarify that stop bars are only used in conjunction with crosswalks, where it is necessary (as defined by the City) ✓

Engineer) to define the point of stopping to ensure motorist / pedestrian safety, and where specifically required by the MUTCD.

26) Driveway Apron Replacement: Existing policy is appropriate, no change is recommended. ✓

27) Stormwater Standards: The requirements of Policy #27 are now contained within Section 31-04-12 of the City of Chesterfield Municipal Code. Policy #27 can be repealed. ✓

28) Street Grade: The existing policy is appropriate, except that a minor change has been made to more appropriately refer to Hydraulic Engineering Circular #22 instead of #12. ✓

29) Parkland Criteria: Recommend no change at this time. Mr. McCarthy will be submitting this Policy to the Parks, Recreation, and Arts Committee for review. ✓

Action Recommended

These eight policies should be presented to the Planning and Public Works Committee for consideration. Should PPW concur with Staff's recommendation, it should vote to authorize Staff to submit these policies to City Council for approval. The next set of policies will be submitted to PPW in the near future for a similar review.

**CITY OF CHESTERFIELD
POLICY STATEMENT****PUBLIC WORKS****NO. 18****SUBJECT** Maintenance of Storm Sewers, Detention
Basins, & Open Channels **INDEX PW****DATE**
ISSUED 7/19/1993**DATE**
REVISED

POLICY**Storm Sewers**

The City maintains those underground, improved storm sewers, which convey water from a public way, and maintains those sewers only to the point of discharge. In such cases, the City is not required to restore properties, e.g. driveways, landscaping, sprinklers systems, and/or fences. In no event will the City be responsible for reparation of structures or trees placed within recorded easements.

The City will repair underground, improved storm sewers, which do not convey water from a public way only if all of the following criteria are met:

1. They connect to the improved public storm sewer system.
2. They are within existing, or newly dedicated public easements.
3. Sufficient budgetary resources remain for the proposed repair.
4. They are not part of an internal stormwater drainage system within a commercial, industrial, or multi-family development. An internal storm sewer system refers to that portion of a system which collects and transports water solely from within the development. Those sewers which convey water from adjacent properties or continue through a development are not considered to be internal.
5. The sewer benefits more than one property owner. For example, the sewer receives stormwater from two or more properties or the storm sewer crosses a property line.

Repairs are limited to storm sewer structures and underground conduits. No repairs will be considered to improve or restore grading, flow, or erosion adjacent to a storm sewer.

City staff will determine which projects shall be completed by in-house personnel and designate those projects which require the expertise of outside contractors.

Expenditures for an individual project shall be limited to \$20,000 of Chesterfield funding. Any project exceeding \$5,000 in cost, which is to be performed by outside contractors, must be bid in conjunction with City purchasing requirements. Any project, for which outside contractors are to be used, will be submitted to MSD for possible funding support, assuming such funds are available and the timing of said project will not be negatively impacted by such application. Project prioritization and scheduling for all projects shall be determined by City Staff, but shall be reviewable, at any time, by the Public Works/Parks Committee. All projects shall be subject to the availability of current funding.

Project exceeding \$20,000 are to be considered in conjunction with the annual capital improvement budget.

Detention Basins

The City does not maintain detention or retention basins. Maintenance of storm sewers flowing into a detention/retention basin shall cease one structure above the discharge into the basin and shall recommence at the first structure downstream of the basin.

Open Channels

The City does not maintain open channels or overland flow. City crews will remove those obstructions and blockages, which endanger public facilities. In an effort to provide for uniform flow and protection of properties, the City will attempt to clear obstruction/blockages of major drainage channels as funds are available and if adjacent residents provide reasonable access.

RECOMMENDED BY:

MO'Leary
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael S. Fleming
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS		NO.	18
SUBJECT	Maintenance of Storm Sewers, Detention Basins, & Open Channels	INDEX	PW
DATE ISSUED	7/19/1993	DATE REVISED	11/9/2016

POLICYStorm Sewers

Public storm sewers are maintained by the Metropolitan St. Louis Sewer District (MSD), formed by Charter in 1954, which was later amended in 2000 and 2012. When the City of Chesterfield becomes aware of a deficiency with a public sewer it shall report the deficiency to MSD and temporarily place cones, barrels, barricades, or other traffic control / protection devices around the deficiency to protect the public.

To the extent that there are any private storm sewers or facilities located in the public right of way, those storm sewers and facilities are maintained by the agency responsible for the public right of way. Private storm facilities on private property are the responsibility of the property owner.

Road culverts open on both sides are maintained by the agency responsible for the road.

Detention Basins

The City of Chesterfield does not maintain detention or retention basins. Generally the maintenance of public storm sewers flowing into a detention/retention basin ceases one structure above the discharge into the basin and resumes at the first structure downstream of the basin. The exact location of MSD / private ownership can be ascertained by reviewing property records or contacting MSD.

Open Channels

The City of Chesterfield does not maintain open channels or overland flow. The City of Chesterfield will not correct erosion problems on private property. If debris is blocking a creek the City will contact MSD and request that the debris is removed. City crews will only remove those obstructions and blockages which endanger life or public facilities.

Nothing within this Policy shall prevent the City of Chesterfield from addressing any storm water problem or blockage which threatens life or property.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 23

SUBJECT Stop signs

INDEX PW

**DATE 9/5/1995
ISSUED**

**DATE
REVISED**

POLICY

Federal, State and County roadways

City's role is to request that the appropriate level of government conduct an analysis to determine if national warrants have been met.

Non-through streets (residential subdivisions/side streets)

Requires notification of Subdivision Trustees by City Administrator for any request received. Trustees must "survey" residents to determine if the majority supports the request. If so, a letter must be returned to the City Administrator, indicating that the request has the required support and that they, as Trustees, support the request. An ordinance is then prepared and forwarded directly to City Council for consideration for approval.

Through/collector streets

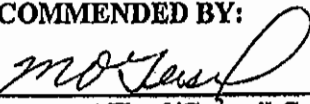
Stop signs will be considered for approval if:

1. National warrants are met; or,
2. When accident history at the intersection in question for the current year and the year just past reflects 3 or more reported accidents of the type susceptible to correction by installation of a stop sign, including right and left turn collisions as well as right angle collisions shall be indicative of accident problem; or,
3. When the volume of traffic on the lesser, or cross street, exceeds 50% of the traffic volume on the through street, traffic volumes shall be considered in the determination for approval; or,
4. Where the less important road intersects with the collector or through street and application of the normal right-of-way yield is unduly hazardous due to a sight distance problem; or,

5. Where other concerns are expressed by the City Engineering Division following an engineering study of the location in question, and where installation of a stop sign is determined to be the appropriate corrective action, or,
6. The members of a regional Traffic Task Force vote at least 67% in favor.

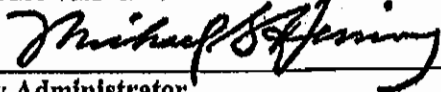
Note: Should a regional Traffic Task Force be established to consider placement of a stop sign or signs on a "through/collector" street, it will include representatives from those areas of the City whose residents regularly use the street in question. Ward Council members will determine subdivisions to be represented and total representation from each. The proposed list of representatives will be forwarded, along with the Task Force's mission statement, to City Council for approval, before any work is initiated. The City Administrator will assign Staff support and administrative (copying, postage, etc.) support to the Task Force.

RECOMMENDED BY:


Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:


City Administrator

3-10-99
Date

City Council (if applicable)

Date

Existing Policy

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC HEALTH & SAFETY

NO. 12

SUBJECT Stop Signs

INDEX PD

**DATE 9/5/95
ISSUED**

**DATE 10/9/01
REVISED**

POLICY

I. PURPOSE

This policy establishes warrants for the installation of stop signs throughout the City of Chesterfield.

II. GENERAL

All requests for stop signs shall be submitted in writing to the City Administrator. The City Engineering Department/Public Works Department will determine the classification of the street and, with the assistance of the Police Department, shall determine whether or not the specific location meets the warrant requirements as specified herein.

All streets within the City of Chesterfield shall be classified into one of the three categories as follows:

- A. Federal, State and County Roadway: Arterials and expressways identified and maintained by the County and State Highway Departments.
- B. Through/Collector City Street: Residential collector, secondary and service streets that move traffic from the major streets which distribute traffic regionally, to residential or residential minor streets which distribute traffic to individual lots, parcels and uses within the subdivision, area, or neighborhood. Collector streets also may serve individual lots, parcels, and uses as a secondary or additional function.
- C. Non-Through City Street (residential subdivision/side street): Residential streets that serve a local neighborhood and may be in the form of a cul-de-sac or loop street.

A list of all roadways within the City of Chesterfield and their classifications will be maintained in the office of the City Engineer.

III PROCEDURE

A. Federal, State and County Roadways:

All requests for stop signs on Federal, State and County Roadways will be forwarded to the appropriate agency for their consideration and final determination.

B. Through/Collector City Streets:

All stop sign requests on Through/Collector City Streets must be submitted in writing to the City Administrator. The City Engineering Department and the Police Department shall review all requests for stop signs: Stop signs shall be approved only under the following conditions:

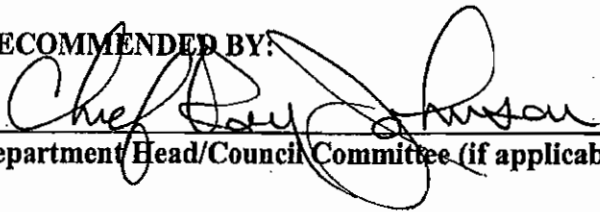
1. When the warrants for stop signs as outlined in the Uniform Manual On Traffic Control Devices have been met; or
2. The past twelve (12) month accident history at the intersection in question reflects three or more reported accidents of the type susceptible to correction by the installation of a stop sign, including right and left turn collisions as well as right angle collisions; or
3. Where the lesser or cross street intersects with a Through/Collector Street and application of the normal right-of-way yield is unduly hazardous due to a sight distance problem; or
4. Where other concerns are expressed by the City Engineering Division following an engineering study of the location in question and where installation of a stop sign is determined to be the appropriate corrective action.

C. Non-Through City Streets

All requests for stop signs on Non-Through City Streets must be submitted to the City Administrator in writing. Requests will then be forwarded to the appropriate subdivision trustees who must survey, obtain signatures, or otherwise verify to the City Administrator that there exists among the residents a *90% support* for the stop sign. An ordinance calling for the installation of the stop sign will then be prepared and submitted to the Public Health & Safety Committee for review and then forwarded to City Council for consideration and approval.

NOTE: Should a "regional traffic task force" be established to consider placement of a stop sign or signs on a Through/Collector City Street, it shall include representatives from those areas of the City whose residents regularly use the street or streets in question. Ward Councilmembers will meet to determine subdivisions to be represented and total representation from each. The proposed list of representatives will then be forwarded along with the task force mission statement to City Council for approval prior to any work being initiated. The City Administrator will assign staff and administrative support to the task force.

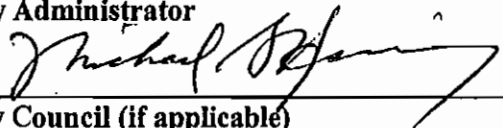
RECOMMENDED BY:


Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator


City Council (if applicable)

Date

10/3/01

Date

Existing Policy

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC HEALTH & SAFETY

NO. 13

SUBJECT Yield Signs

INDEX PD

DATE 4/15/96
ISSUED

DATE 10/9/01
REVISED

POLICY

I. PURPOSE

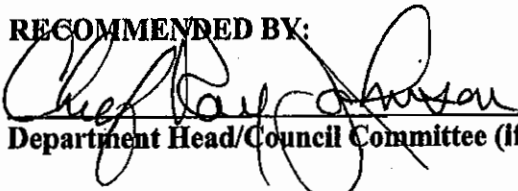
This policy establishes guidelines for the placement of yield signs throughout the City.

II. PROCEDURE

Requests for Yield Signs on non-through streets must be submitted in writing to the City Administrator. Requests will then be forwarded to the appropriate subdivision trustees who must survey, obtain signatures, or otherwise verify to the City Administrator that there exists among the residents, a 90% support for the Yield Sign.

An informal procedure will be used by staff regarding the evaluation of the placement of yield signs when so requested. Ordinances for signs will be forwarded to the Public Health & Safety Committee and then to full City Council for approval.

RECOMMENDED BY:


Department Head/Council Committee (if applicable)

10/9/01
Date

APPROVED BY:

City Administrator

City Council (if applicable)

Date

10/3/01
Date

CITY OF CHESTERFIELD POLICY STATEMENT

PUBLIC WORKS	NO.	23
SUBJECT Stop and Yield Signs	INDEX	PW
DATE 9/5/1995	DATE	12/20/16
ISSUED	REVISED	

POLICY

A resident desirous of the installation of a stop or yield sign should make a request, in writing, to the City Engineer. The City Engineer shall first determine whether the stop or yield sign would be located on a public or private street. If the street is private, the City Engineer shall communicate to the resident that the street is private and that the petitioner should contact the street owner or subdivision trustee. If the street is public, the City Engineer should next verify that the roadway is not a State or County roadway. If it is a State or County roadway, the City should forward the request to the appropriate governmental agency and request that an analysis be conducted to determine whether warrants have been met for the installation of a stop or yield sign, and that those results are communicated to any resident who has requested a stop or yield sign.

If the request is for a stop or yield sign on a public street under the jurisdiction of the City of Chesterfield, the City Engineer shall determine if the street is a Subdivision Street or a Through Street as detailed within the City's Comprehensive Plan and Schedule V of the Model Traffic Ordinance.

Non-through streets (residential subdivisions/side streets)

The City Engineer shall review the request to ensure that the installation of a stop or yield sign would not violate traffic principles and sound engineering judgement. If that is the case and the sign should not be installed, the City Engineer shall notify petitioner in writing with a courtesy copy to the Subdivision Trustees. If the sign would not violate traffic principles, the City Engineer shall notify the Subdivision Trustees of the request and ask that they survey the area residents to determine whether 75% of the area residents support the installation of a stop or yield sign. If 75% of the area residents do support the stop or yield sign, a letter must be returned to the City Administrator, indicating that the subdivision supports the installation of a stop or yield sign. An ordinance will then be prepared and forwarded directly to City Council for consideration for approval.

Through/collector streets

The City Engineer shall review the request, conduct a traffic study (if necessary), request an accident history, and determine whether any of the following criteria have been met:

1. The intersection meets the warrants for a stop or yield sign as detailed within the Manual on Uniform Traffic Control Devices (MUTCD); or,
2. The secondary road intersects with the through street in such a manner that the application of the normal right-of-way yield is unduly hazardous due to a sight distance or other problem; or,
3. The City Engineer believes that there is some characteristic of the intersection which causes a safety concern that would be addressed through the installation of a stop or yield sign on the through street.

If any of the above criteria are met an ordinance will be prepared and forwarded directly to City Council. Otherwise, the petitioner will be notified that the intersection does not meet the warrants for a stop or yield sign.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT****PUBLIC WORKS****NO.** 25**SUBJECT** Stop Bars**INDEX** PW**DATE** 6/3/1996
ISSUED**DATE**
REVISED 12/21/16

POLICY

Stop bars are generally not used within the City of Chesterfield. Stop bars will only be painted in conjunction with crosswalks, where it is necessary (as determined by the City Engineer) to define the point of stopping to ensure motorist/pedestrian safety, or where specifically required by the Manual of Uniform Traffic Control Devices (MUTCD).

RECOMMENDED BY:_____
Department Head/Council Committee (if applicable)_____
Date**APPROVED BY:**_____
City Administrator_____
Date_____
City Council (if applicable)_____
Date

Existing Policy
Recommended no change

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 26

SUBJECT Driveway Apron Replacement

INDEX PW

**DATE
ISSUED** 6/3/1996

**DATE
REVISED**

POLICY

Driveway aprons will only be replaced as a result of damage by City maintenance operations; or if it is necessary to remove and replace the driveway apron in conjunction with an adjacent sidewalk or street project due to grades or damage caused by City construction efforts.

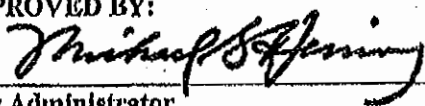
RECOMMENDED BY:



Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:



City Administrator

3-10-99
Date

City Council (if applicable)

Date

Existing Policy
Recommend Delete

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS	NO.	27
SUBJECT	Stormwater Standards	INDEX PW
DATE ISSUED	5/19/1997	DATE REVISED

POLICY

The City of Chesterfield has adopted the Metropolitan St. Louis Sewer District (MSD), Rules and Regulations and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities, dated February, 1997. The City will adopt any changes made by MSD to the standards, unless otherwise acted upon.

In addition, the following items supplement and supersede the MSD standards:

A. General

As-built plans are to be submitted to the City.

Granular backfill is required within trenches located in the right of way and adjacent areas. (This includes sidewalks that are installed on easements adjacent to right-of-way).

Minimum 1% slope is required on any grassed area; 2% minimum slope in grassed swales.

Siltation control measures are to be designed, constructed and maintained until adequate vegetation established.

The adequacy of any existing downstream storm sewer is to be verified and upgraded if necessary. Undersized downstream storm sewers are to be replaced until overflow(s) can be accommodated on right of way.

Storm sewer outlets within 10 feet of a sanitary sewer crossing to be extended past the sanitary sewer crossing.

B. Design Criteria.

40% blockage factor to be used in sizing inlets at low points. Inlet capacities are to be determined by the HEC (hydraulic engineering circulars).

Concentrated flow directed across sidewalks is limited to 1 cfs (as in unincorporated County).

Lowest sill of structure(s) adjacent to 100 year overflow or ponding areas are to be at least 1 foot above the high water elevation.

Pavement under drains are to be installed the full width of pavement at curb inlets.

C. Detention.

For purposes of determination of detention calculation methods, and calculations to which differential calculations apply, undeveloped (instead of existing) vs. post-development conditions to be used.

Allowable release rates may be reduced due to downstream conditions.

Detention storage is to be provided for the current project phase, as applicable. Each successive phase may require basin modification as necessary to accommodate increases in runoff.

When developments are within sites served by local and regional detention facilities, the City will require an analysis of downstream effects and compliance with detention requirements at time of development for areas served by regional type detention basins, which were installed previously.

Minimum slope of 1% for paved swales.

Underground facilities generally to be reinforced rectangular vaults. Circular reinforced concrete pipe, minimum Class IV and 60" minimum diameter, with confined "O" ring joints permitted. Pipe and joints must meet requirements of ASTM C-361.

D. Flood Plain

All requirements of the flood damage prevention ordinance are incorporated herein as may be revised from time to time.

If floodplain is proposed to be altered, LOMR is to be obtained prior to the full release of subdivision escrows. Unless (2) CLOMR is obtained prior to the issuance of building permit for a lot that is to be removed from the Special Flood Hazard Area, the lot will have to conform to SFHA requirements.

B. Easements

Ponding easements are required for the 100-year storm.

F. Ability to waive requirements

The Director of Public Works is empowered to grant exceptions to the requirements on a case by case basis when specific requirements are onerous and inappropriate for a particular development.

RECOMMENDED BY:

McLuskey
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael Sperry
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 28

SUBJECT Street Grade

INDEX PW

**DATE 10/6/1997
ISSUED**

**DATE
REVISED**

POLICY

Minimum Grade

1. Two percent minimum grade centerline. Two percent must be maintained through cul-de-sac warpings.

Maximum Grade

1. Six percent maximum grade centerline, without justification. For street grades greater than 6%, justification is required.

Any justification submitted should include plans, profiles, boring logs, cross-sections, etc. Prepared by an engineer, clearly showing site conditions and alternatives considered.

Twelve (12%) percent maximum grade with justification.

Justifications for street grades in excess of 6% may take the form of one or more of the following, as may be required:

- A. Topography - inordinate amount of earth fill or haul.
 - B. Rock - existence of subsurface rock strata.
 - C. Tree Retention - undue removal of desirable tree masses.
2. Submittal - if grades exceeding 6% are proposed, a separate plan submittal is required. This plan submittal shall include, as a minimum, the following:
 - A. Plan and profile sheets showing the proposed grade, a 6% grade and giving the street names and stationing.
 - B. Existing ground line and rock line based on actual field borings and survey.

- C. Cross sections, including rock elevations, at critical locations to determine the grading of adjacent lots.
- D. Cost estimates of rock excavation required to obtain a 6% grade versus the proposed grade.
- E. Earthwork quantities and cost estimates required to obtain a 6% grade versus the proposed grade.
- F. Cost estimate of hauling operation if earthwork balance cannot be obtained by using 6% grades.
- G. Evaluation of tree masses disturbed to obtain a 6% grade versus proposed grade.

The following will not be considered as justification for steep grade approval:

- 1. Inability to obtain the total number of lots permitted by zoning.
- 2. Adhering to previously approved flood plain study.
- 3. Variance from standard typical sections.

Approval of steep grades exceeding 6% will be given by the Director of Public Works based on the data submitted.

3. Special Requirements

- A. When steep grades are approved, steep grade drainage shall include grated troughs and pavement lugs where required.
- B. Inlet capacities are so low at these steep grades that multiple inlets, skewed inlets, or trench drains are required. Inlet capacities are arrived at through the use of Hydraulic Engineering Circular #12.
- C. If public streets are permitted in excess of 6% slope, a disclaimer is required on the record plat, notifying all prospective lot owners that their street will not be given priority snow removal by the City.
- D. If public streets are permitted in excess of 6% slope, signage is required to be erected, immediately after construction of streets indicating that streets will not be given priority snow removal by the City.
- E. Maximum 4% grade entering and leaving a cul-de-sac.

- F. Standard platforms ranging from 2% to 4% for sixty (60) feet will be required at all side street intersections regardless of steep grade approval.
- G. The design engineer will be required to indicate which lots are susceptible to pavement migration (street creep) on the improvement plan, and/or any required site development plans.

RECOMMENDED BY:

MO. G. ...
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael ...
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT****PUBLIC WORKS****NO.** 28**SUBJECT** Street Grade**INDEX** PW**DATE
ISSUED** 10/6/1997**DATE
REVISED** 12/21/16

POLICYMinimum Grade

1. Two percent minimum grade centerline. Two percent must be maintained through cul-de-sac warpings.

Maximum Grade

1. Six percent maximum grade centerline, without justification. For street grades greater than 6%, justification is required.

Any justification submitted should include plans, profiles, boring logs, cross-sections, etc. Prepared by an engineer, clearly showing site conditions and alternatives considered.

Twelve (12%) percent maximum grade with justification.

Justifications for street grades in excess of 6% may take the form of one or more of the following, as may be required:

A. Topography - inordinate amount of earth fill or haul.

B. Rock - existence of subsurface rock strata.

C. Tree Retention - undue removal of desirable tree masses.

2. Submittal - if grades exceeding 6% are proposed, a separate plan submittal is required. This plan submittal shall include, as a minimum, the following:

A. Plan and profile sheets showing the proposed grade, a 6% grade and giving the street names and stationing.

B. Existing ground line and rock line based on actual field borings and survey.

- C. Cross sections, including rock elevations, at critical locations to determine the grading of adjacent lots.
- D. Cost estimates of rock excavation required to obtain a 6% grade versus the proposed grade.
- E. Earthwork quantities and cost estimates required to obtain a 6% grade versus the proposed grade.
- F. Cost estimate of hauling operation if earthwork balance cannot be obtained by using 6% grades.
- G. Evaluation of tree masses disturbed to obtain a 6% grade versus proposed grade.

The following will not be considered as justification for steep grade approval:

- 1. Inability to obtain the total number of lots permitted by zoning.
- 2. Adhering to previously approved flood plain study.
- 3. Variance from standard typical sections.

Approval of steep grades exceeding 6% will be given by the Director of Public Works based on the data submitted.

3. Special Requirements

- A. When steep grades are approved, steep grade drainage shall include grated troughs and pavement lugs where required.
- B. Inlet capacities are so low at these steep grades that multiple inlets, skewed inlets, or trench drains are required. Inlet capacities are arrived at through the use of Hydraulic Engineering Circular #22.
- C. If public streets are permitted in excess of 6% slope, a disclaimer is required on the record plat, notifying all prospective lot owners that their street will not be given priority snow removal by the City.
- D. If public streets are permitted in excess of 6% slope, signage is required to be erected, immediately after construction of streets indicating that streets will not be given priority snow removal by the City.
- E. Maximum 4% grade entering and leaving a cul-de-sac.

- F. Standard platforms ranging from 2% to 4% for sixty (60) feet will be required at all side street intersections regardless of steep grade approval.
- G. The design engineer will be required to indicate which lots are susceptible to pavement migration (street creep) on the improvement plan, and/or any required site development plans.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

Existing Policy
To be renewed by
Parks, Recreation & Arts Commissee.

NO. 29

INDEX PW

DATE
REVISED

Donations for park improvements can either be accepted through Friends or the Parks or directly by the City.

M. J. [Signature]
Department Head/Council Committee (if applicable)

3/10/99
Date

Michael Fleming
City Administrator

3-10-99
Date

Date _____

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: January 6, 2017
CC Date: January 18, 2017
Re: **P.Z. 04-2016 US Ice Sports Complex & Valley Gates (Topgolf USA Chesterfield LLC)**: A request for a zoning map amendment from an existing "PC" Planned Commercial District to a new "PC" Planned Commercial District for 22.22 acres located north of North Outer 40 Road and east of Boone's Crossing (17T510041, 17T520062, 17T520095, 17T520084). **See Bill#3110**

Summary

This project was initially reviewed by the Planning and Public Works Committee at the August 18, 2016 meeting, where a motion to forward the project to the City Council was passed by a vote of 4-0. Subsequently, the project was granted first reading approval by the City Council on September 7, 2016 and was scheduled for the second reading on September 19, 2016. However, the Petitioner submitted a letter requesting that the project be held until the following City Council meeting and then made this same request to hold for each City Council meeting thereafter until the November 21, 2016 meeting. At that time, the Petitioner submitted a revised Preliminary Plan reflecting additional lots and buildings. The City Council directed that this project go back to the Planning and Public Works Committee for review and discussion.

This project was subsequently reviewed at the January 5, 2017 Planning and Public Works Committee meeting. A redline version of the Attachment "A" reflecting the requested changes was provided. A motion to forward the project to City Council with a recommendation of approval of all of the redline changes with the exception of one was passed by a vote of 4-0. Subsequently, a motion to increase the height for the newly proposed building on Lots A and C from 45 feet to 60 feet resulted in a vote of 2-2.

Attached to this report is the legislation, Attachment "A" as approved by the Planning Commission, revised Preliminary Plan, and Green Sheet Amendments reflecting the Attachment "A" revisions presented at the January 5th Planning and Public Works Committee meeting.



Figure 1. Aerial Photograph

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: January 6, 2017
CC Date: **January 18, 2017**
Re: **Watermark at Chesterfield Village:** A request to establish a storm sewer easement for Watermark residential located at Lydia Hill Drive and Chesterfield Parkway.

Watermark at Chesterfield Village Mo, Residential LLC was recently approved to build a new multi-family development at 16300 Lydia Hill Drive. For this development, a storm water pipe must be installed with a portion of said pipe located on the adjacent property, which is owned by the City. Therefore, a sewer easement must be established. As shown on the attached exhibit, said easement is approximately 10 feet in width and approximately 38 feet in length. The City has also required and the developer agreed, that all costs and responsibilities for the storm sewer pipe installation, construction, maintenance, or repair is solely the responsibility of the developer and not the City's.

On January 5, 2017, the Planning and Public Works Committee recommended approval 4-0. Attached is a copy of the easement agreement, easement plat and ordinance establishing the easement and easement plat.



See Bill # 3131

DATE: December 19, 2016

TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *[Signature]*
Public Works Director / City Engineer

RE: Ameren Missouri: Franchise Agreement See Bill #3132
Streetlight Agreement See Bill #3133



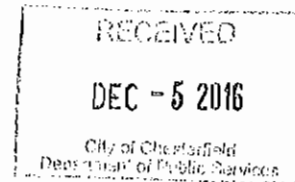
The existing Franchise Agreement and Streetlight Agreement between Ameren Missouri and the City of Chesterfield both expired in 2012. Ameren requires a current Streetlight Agreement for all municipalities. Additionally, cities with an effective Franchise Agreement receive a ten percent discount on streetlight service.

Both the proposed Streetlight Agreement and the Franchise Agreement have been reviewed by the City Attorney. The City Staff recommends approval of this matter. Copies of the existing agreements, the proposed agreements, and documents summarizing the changes and additions are attached.

Action Recommended

This matter should be presented to the Planning and Public Works Committee for consideration. Should the Committee favor adoption of the Streetlight Agreement and Franchise Agreement, it should recommend that the attached ordinances be forwarded to City Council for approval.

Jim:
Please forward
to PPW for action
moe
12/23/2016



December 1, 2016

Jim Eckrich
Public Works Director/City Engineer
City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, MO 60317-0760

Dear Mr. Eckrich:

This letter requests the City of Chesterfield adopt ordinances implementing updated franchise and street lighting agreements between Ameren Missouri and the City. As you will note, the previous agreements expired in 2012. Under its Street & Outdoor Area Lighting tariffs, Ameren Missouri may provide franchised municipalities with a discounted rate, but only when certain conditions are met. Because the City takes service under Service Classification No. 5(M), or company-owned street and outdoor area lighting, those criteria include an effective franchise with a 20-year term as well as a valid street lighting agreement in effect. Passing the attached ordinances and executing the attached agreements will qualify the City for this discounted rate on its 5(M) accounts.

Enclosed for your review and information, please find the following documents:

- Original Agreements:
 - Ordinance and Franchise Agreement adopted in 1992
 - Ordinance and Street Light Agreement adopted in 2002
- Revised Agreements for Execution:
 - New proposed Ordinance and Franchise Agreement
 - New proposed Ordinance and Street Light Agreement
- Previously provided October 25, 2016
 - Letter from Ameren Missouri Counsel to City
 - Chesterfield Street Light Agreement Outline
 - Chesterfield Franchise Agreement Outline

Ameren Missouri appreciates its relationship with the City of Chesterfield, and hopes that it will continue into the future. Please let us know if you have additional questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Paula N. Johnson".

Paula N. Johnson
Senior Corporate Counsel

Enclosures

FINANCE AND ADMINISTRATION COMMITTEE

Next Meeting

The next subsequent meeting of the F&A Committee of the Whole meeting is scheduled for Monday, January 23rd, 2017 at 5:30 pm.

If you have any questions, please contact me prior to Wednesday's meeting.

PARKS RECREATION AND ARTS COMMITTEE

The Parks, Recreation and Arts Committee last met on Tuesday September 6th, 2016. Efforts are underway to schedule the next meeting, to discuss parks rules and regulations.

Next Meeting

The next meeting is scheduled for January 19th at 10 am.

If you have any questions or require additional information, please contact me prior to Wednesday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Next Meeting

The next meeting has not been scheduled.

If you have any questions or require additional information, please contact me prior to Wednesday's meeting.

CITY ADMINISTRATOR'S REPORT

Director of Planning and Development Services

I have proposed promoting Senior Planner Justin Wyse, AICP, to the soon to be vacant position of Director of Planning and Development Services. In accordance with City Code, the hiring of this position requires the consent of City Council. Accordingly, I request a voice vote in support of my action in naming Mr. Wyse to this position.

Big Sports Development

As you are aware, the City entered into a letter of intent describing the terms of a lease and development proposal for a significant sports property east of the Chesterfield Valley Athletic Complex. In conjunction with that development, the City entered into a land purchase contract with Successful Investors LLC. Staff has kept City Council updated on the progress of the Ground Lease & Development agreement, as well as the Land purchase contract. As you are also aware, the Letter of Intent provided a 120 day negotiating term for the Lease and Development agreements, while the land purchase contract provided a 125 day exclusive term for the City to exercise the purchase option.

A summary description of the project and terms is provided for your review and convenience.

Accordingly, we have included in the Council packet a resolution to authorize execution of:

- 1) Development agreement
- 2) Ground Lease
- 3) Purchase of land from Successful Investors.

If you have any questions, please contact me prior to Wednesday's meeting.

RESOLUTION NO. 430

A RESOLUTION TO APPROVE A DEVELOPMENT AND GROUND LEASE AGREEMENT BY AND BETWEEN THE CITY OF CHESTERFIELD AND BIG SPORTS PROPERTIES, LLC AND TO AUTHORIZE THE PURCHASE OF 22 ACRES FROM SUCCESSFUL INVESTORS.

WHEREAS, on August 1, 2016, the City Council approved entering into a Letter of Intent (LOI) to set forth certain understandings and agreements by and among the City of Chesterfield ("City"), and BASE Foundation, a Missouri nonprofit corporation ("Lessee" or "BASE"), Buck Innovation Group, LLC, a Missouri limited liability company, ("Developer" or "BIG"), with respect to the development by the Developer of approximately 30 acres owned by the City adjacent to the Chesterfield Valley Athletic Complex, and;

WHEREAS, on September 29, 2016 Mayor Bob Nation executed the above-referenced Letter of Intent between said parties, and

WHEREAS, Development and Ground Lease Agreements have been developed which are in conformity with the approved Letter of Intent, and;

WHEREAS, August 1, 2016, City Council authorized staff to enter into a ground purchase option for an additional 22 acres owned by Successful Investors to accommodate the proposed development, and;

WHEREAS, on September 30th, 2016, the Mayor executed the above referenced ground purchase option with Successful Investors, and:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

1. City Council approves the Big Sports Development Agreement and authorizes the Mayor to execute said agreement.
2. City Council approves the Big Sports Ground Lease Agreement and authorizes the Mayor to execute said agreement.
3. City Council approves the purchase of approximately 22 acres from Successful Investors per the previously approved Land Purchase Option contract in the amount of \$2,051,000.

Passed and approved this _____ day of January 2017.

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk

Big Sports Development

As you are aware, the City entered into a letter of intent describing the terms of proposal for a significant sports development east of the Chesterfield Valley Athletic Complex. In conjunction with that proposal, the City entered into a land purchase contract with Successful Investors LLC. Staff has kept City Council updated on the progress of the Ground Lease and the Development agreement, as well as the Land Purchase Contract. As you are also aware, the Letter of Intent provided a 120 day negotiating term for the Ground Lease and Development Agreement, while the Land Purchase Contract provided a 125 day exclusive term for the City to exercise the purchase option.

Staff has worked with Legal Counsel, including City Attorney Chris Graville and Armstrong-Teasdale (Mark Murray and Rob Klahr) to develop the various agreements. Each of the three agreements (the Development Agreement, Ground Lease and Purchase of Land Agreement) are inter-dependent and as such, we recommend that they be acted on collectively, via one resolution.

Accordingly, we have included in the Council packet a resolution to authorize execution of a:

- 1) Development agreement
- 2) Ground Lease
- 3) Land Purchase Contract from Successful Investors

The BIG SPORTS proposal has evolved significantly since the initial presentation to City Council. As you are each aware, the developer has entered into a real estate contract to purchase additional acreage to the east of the City's property. That action, in and of itself, is an affirmative attestation to their interests. Staff has provided updated documents and information to City Council, in addition to responding to specific questions. We will not attempt to re-state all of the terms and conditions, but we offer the following bullet points for your convenience:

1. The proposal is primarily a land lease, with specific development conditions including construction of required public infrastructure, including potable water, sanitary sewerage, and master storm water channels. The public infrastructure is obviously not only critical not only to the development of any property along North Outer 40, but also important to the existing Chesterfield Valley Athletic Complex. The term of the base lease is fifty years, providing for a regular substantial revenue stream to the City.
2. There are NO City funds or financial assistance requested or proposed from the City, to be used to assist the developer in the construction of either the proposed development or the infrastructure.

3. As suggested by the City Council, the agreements stipulate that a land swap will be completed such that the "for profit" entities will NOT be located on publicly owned land and that the athletic components will be constructed on the leased parcel(s).
4. The developer is required to petition and complete the entire zoning and development review process at their sole risk and expense.
5. The agreements reflect both the existing city property and the property under contract. Accordingly, the lease payment schedule has been expanded to reflect the cumulative payments.
6. There are two properties involved.

The first property is the 30 acre tract which the City currently owns, which was purchased in 2009 at a cost of \$3.75 million and which we estimate the current value to be approximately \$2.2 million. It should be noted, that this is a sunk cost, not a new cost. This cost was incurred in 2009 and is independent of the BIG Sports deal however it has been included in one of the calculation methods outlined below as a more conservative analysis approach.

The second property, is a parcel under contract at a cost of \$2.051 million. This is a new cost and was proposed to be funded from the Parks Fund Reserve, but could come from any fund reserve that the City Council deems appropriate.

The payment schedule is attached. We have provided the rate of return calculations below for your convenience. As you can see, we have calculated the rate of return in three different fashions. This will allow each member of City Council to calculate the rate of return in the manner he/she determines is the most appropriate. I would like to point out that in my opinion, Calculation #2 is most consistent with industry standards. Nevertheless, all three calculations are provided, including assumptions, for your use in considering this matter:

Calculation method #1

Use \$0 sunk cost for existing parcel and \$2.051 purchase cost for the second parcel.

The rate of return is 10.2% and the City fully recovers its purchase cost between years 14 and 15.

Throughout the duration of the lease, the city is receiving positive operating revenues for its budget.

Calculation method #2 (which I would recommend as being more consistent with Industry practice)

Use \$2.2 million current value for existing parcel and \$2.051 purchase cost for the second parcel.

The rate of return is 6.4% and the City fully recovers its value for both parcels between years 20 and 21.

Throughout the duration of the lease, the city is receiving positive operating revenues for its budget.

Calculation method #3

Use \$3.75 million as the total original cost for existing parcel and \$2.051 purchase cost for the second parcel.

The rate of return is 5.02% and the City fully recovers its value for both parcels between years 23 and 24. Throughout the duration of the lease, the city is receiving positive operating revenues for its budget.

The rate of return on our investment was calculated using ONLY lease revenues. We did not include any utility tax revenues, sales tax revenues, or ancillary related revenues. We also did not include any "cost avoidance" such as levee district taxes not paid by the City or maintenance costs not incurred by the City. While such costs are typically included in a normal business plan, we opted to be extremely conservative. As you know, the utility tax revenue alone is estimated to be \$50,000 annually. Also, the complex anticipates attracting 1.25 million visitors/year. If 65% of those are from outside the area, and a conservative estimate of \$54/per-person-per-day is used, the ½ cent park sales tax and the ½ cent capital improvement sales tax could be impacted by more than \$200,000 each, per year. AGAIN, these projected numbers are NOT included in the rate of return.

It should also be noted that the Development Agreement also contemplates additional revenue for naming rights, such that the entire complex can simply be marketed as one facility. Said rights would not impact the City's ability to continue to offer field sponsorships or other marketing materials. While the Developer offered to include those rights at an additional \$375,000 for the first 15 years, we elected to defer those conversations and address them separately from the development and lease approvals. In our opinion, is simply created another variable at an inopportune time.

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF CHESTERFIELD, MISSOURI,
AND
BIG SPORTS PROPERTIES, LLC
DATED AS OF
_____, 2017

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2017 (the "Effective Date"), by and among ~~between~~ the CITY OF CHESTERFIELD, MISSOURI, a city of the third class and political subdivision of the State of Missouri (the "City"), and BIG SPORTS PROPERTIES, LLC, a Missouri limited liability company ("~~Ground Lessee~~" or "~~Developer~~").

RECITALS

(As used in the Recitals, capitalized terms have the meaning given to them in Article I of this Agreement)

WHEREAS, the City owns certain real property legally described on **Exhibit A** attached hereto and incorporated herein (the "City Owned Property") and depicted on the Project Site Plan;

WHEREAS, under the City Contract, the City has a contract to purchase certain additional property adjacent to the City Owned Property commonly known as 17795 North Outer Forty Road and legally described on **Exhibit B** attached hereto and incorporated herein (the "City's Property Under Contract"), City's Property Under Contract also being depicted on the Project Site Plan;

WHEREAS, Developer intends to undertake the Development Project, which Development Project may involve all or a portion of the City Owned Property or City's Property Under Contract;

WHEREAS, in connection with the Development Project, Developer desires that ~~the City~~ to enter into the Ground Lease with ~~Ground Lessee~~ the City for the Leased Premises; and

WHEREAS, the City, and the Developer, ~~and the Ground Lessee~~ desire to enter into this Agreement to provide for the construction of the Development Project and the lease of the Leased Premises on the terms set forth herein.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Affiliate": Any person or entity that is controlled by, is under common control with, or that controls a party to this Agreement. The term "control" shall mean the ownership of a majority of the equity or other ownership or membership interests or the possession of the power to direct the management or policy of such entity by any means.

"Agreement": This Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Certificate of Substantial Completion": A document substantially in the form of **Exhibit C** attached hereto and incorporated by reference herein, delivered by the Developer to the City

in accordance with this Agreement and which, upon acceptance or deemed acceptance thereof, will evidence the substantial completion of the Work for a Project or the Site Work.

“CID”: Means a community improvement district created pursuant to Sections 67.1401 to 67.1571 RSMo (the **“CID Act”**).

“City”: The City of Chesterfield, Missouri, a city of the third class and political subdivision of the State of Missouri.

“City Attorney”: Armstrong Teasdale LLP or an attorney at law or firm of attorneys acceptable to the City and serving in such capacity at any time on behalf of the City, duly admitted to the practice of law before the highest court of the State of Missouri.

“City Contract”: That certain Real Estate Purchase Contract dated September 29, 2016 (and effective as of September 30, 2016) by and between the City and The Successful Investors, LLC, as amended from time to time.

“City Council”: The City Council of the City of Chesterfield, Missouri.

“Complex”: Means the City’s Chesterfield Valley Athletic Complex.

“Developer”: Big Sports Properties, LLC, a Missouri limited liability company, and its permitted successors or assigns.

“Developer’s Property”: An approximately _____ acre piece of ground which Developer has under contract with The Chesterfield Group, LLC, a Missouri limited liability company.

“Development Area”: An approximately _____ acre area within the City, depicted on the Project Site Plan and legally described on ~~Exhibit D~~, **Exhibit D**, upon which the Development Project is to be constructed.

“Development Project”: The development project for the Development Area depicted on the Project Site Plan and described in this Agreement, which includes the Projects and related improvements, and is commonly referred to as the “Chesterfield Dome Complex”.

“Education Center Project”: Means an education center of approximately up to 40,000 rentable square feet and to include a multi-media theater (the **“Education Center”**).

“Governmental Approvals”: All plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Development Project, as applicable.

“Ground Lease”: Means that certain Ground Lease attached to this Agreement as ~~Exhibit E~~ **Exhibit E** and incorporated herein by reference.

“Ground Lessee”: Means ~~Big Sports Properties, LLC, a Missouri limited liability company.~~

“Hotel”: Means a full service hotel with approximately 130 rooms.

“Leased Premises”: Means the land demised under the Ground Lease to ~~Ground Lessee~~ Developer by the City.

“Municipal Code”: The Municipal Code of the City, as may be amended from time to time, including the City’s Unified Development Code.

“Parcel”: Any portion of the Development Area upon which one or more Project(s) are developed, as legally described in a Certificate of Substantial Completion pursuant hereto.

“Plans”: Plans, drawings, specifications, and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by Developer and, to the extent required pursuant to the zoning code, subdivision code or building code of the City, approved by the City in accordance with this Agreement.

“Project Site Plan”: The project site plan for the Development Project, attached as ~~Exhibit F~~**Exhibit F** hereto.

“Projects”: Include, but are not limited to, the following:

- (a) The Sports Dome;
- (b) Education Center Project;
- (c) The Hotel;
- (d) Retail uses of approximately 30,000 rentable square feet, consisting of a sporting goods store, restaurants, and other eating establishments (the **“Ancillary Commercial Uses”**); and
- (e) Other commercial and retail uses that comply with the Municipal Code and planned district ordinances applicable to the Development Area and this Agreement.

“Recorder”: The Office of the Recorder of Deeds of St. Louis County, Missouri. Unless otherwise indicated to the contrary herein, all recording information or references (such as Book and Page references) are to the records of the Recorder.

“RSMo”: The Revised Statutes of the State of Missouri, as amended from time to time.

“Site Work”: Means all work to prepare the Development Area for the construction of the Development Project as depicted on the Project Site Plan, including site preparation, grading and other earthwork, the installation and construction of all utilities and utility extensions necessary for the Development Project, construction of storm water detention and drainage facilities, and the construction of roads and sidewalks, installation of all necessary public improvements, and other site improvements.

“Sports Dome”: A year round, indoor, weather resistant sports and recreation space, including a sports dome, with artificial turf, and which will offer a system that allows for various sports and activities to occur simultaneously and to accommodate multiple athletic uses. The Sports Dome will also include a fitness and exercise center, which fitness and exercise center is open to membership by all members of the public (provided that Developer or the operator of the fitness and exercise center may reserve a portion of the fitness and exercise center, not to exceed 1,000 square feet, for private use by teams or athletes competing at the Sports Dome or the Complex) (the **“Fitness Center”**).

“Substantial Completion” or **“Substantially Complete”** or **“Substantially Completed”**: The construction of the Work substantially in accordance with this Agreement, the Municipal Code, and

applicable laws, for the Site Work or a particular Project or the Development Project as a whole, as applicable, as evidenced by the City's acceptance of the Certificate of Substantial Completion described in Section 4.7 hereto.

"TDD": Means a transportation development district created pursuant to Sections 238.200 to 238.280 RSMo (the **"TDD Act"**).

"Work": All work necessary to prepare the Development Area and to construct the Development Project including, but not limited to: (1) the Site Work; (2) construction of the Projects and related improvements; and (3) all other work reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

ACCEPTANCE OF PROPOSAL; ACQUISITION OF CITY'S PROPERTY UNDER CONTRACT

Section 2.1. Developer Designation. The City hereby selects the Developer to perform the Work and to construct the Development Project as provided in this Agreement.

Section 2.2. Costs. Except as otherwise provided herein or in the Ground Lease, each party to this Agreement shall bear its own costs and expenses in connection with this Agreement and the Development Project. Notwithstanding anything to the contrary contained herein, the Developer has deposited the non-refundable sum of \$10,000 with the City on or about September 27, 2016 which the City may use, in its sole discretion, to defray costs incurred in connection with this Agreement, the Ground Lease, and the Development Project.

Section 2.3. Acquisition of City's Property Under Contract. Subject to the City Contract, the decision of the City to proceed with the City Contract and close on the City's purchase of City's Property Under Contract is at the sole discretion and determination of the City. In the event that the City determines not to close under the City Contract and to acquire City's Property Under Contract, then ~~any~~either Party to this Agreement may terminate this Agreement by written notice to the other, and thereafter, no Party shall have any further obligation to any other Party except as may expressly be provided in this Agreement. City has made no representations or warranties to the Developer ~~or Ground Lessee~~ that the City will close on the purchase of City's Property Under Contract pursuant to the terms of the City Contract.

ARTICLE III

CREATION OF A COMMUNITY IMPROVEMENT DISTRICT OR A TRANSPORTATION DEVELOPMENT DISTRICT; DEVELOPER'S ECONOMIC INCENTIVES; EXISTING DISTRICT

Section 3.1. Creation of District or Districts. The City shall have the right, in its sole discretion, to create a CID or a TDD or both, the boundaries of which will include the Development Area, provided that, the City shall have the absolute right to include (or to cause to be included) additional property adjacent to the Development Area within the boundaries of any CID or TDD. Developer ~~covenants~~ and Ground Lessee ~~covenant and agree~~agrees to cooperate with the City in the formation or creation of any CID or TDD or both, including, as applicable, voting in favor of the same, signing any petition to create the same, and filing any pleading supporting or agreeing to the creation of the same. Additionally, in the event that Developer or Ground Lessee ~~or any Affiliate of either~~ is the fee owner of any property to be included in such CID or TDD, then Developer and Ground Lessee ~~covenant and~~

~~agree~~covenants and ~~agrees~~ on theirits behalf, and on behalf of any Affiliate, to cooperate in the creation of such CID or TDD and to cause such property to be included within the boundaries of such CID or TDD.

Section 3.2. Implementation of Sales Taxes or Special Assessments by CID or TDD. Any CID or TDD having within its boundaries the Development Area shall have the right to impose, in accordance with applicable law, a sales tax (as used in this Agreement, a “sales tax” includes any corresponding use tax) or special assessment, or both, in connection with payment for any project or improvements that a community improvement district may undertake (or may pay for) under the CID Act or any project or improvements that a transportation development district may undertake (or may pay for) under the TDD Act. Developer ~~covenants and Ground-Lessee covenant and agree~~agrees to support and vote for the implementation of any such sales tax or special assessment. Additionally, Developer ~~and Ground-Lessee covenant and agree~~covenants and agrees to cause any tenants, subtenants, or other occupants of the Development Area to support and vote for the implementation of any such sales tax or special assessment and to collect the same. Specifically, and without limitation of the foregoing, Developer, ~~covenants and Ground-Lessee covenant and agree~~agrees to include in any leases, subleases, or other occupancy agreements for any property located in the Development Area a covenant on the part of any such tenant, subtenant, or other occupant to collect, report, and remit any such sales tax or special assessment imposed by the CID or TDD, or both, in accordance with applicable law.

Section 3.3. Control of Districts. Developer ~~covenants and Ground-Lessee covenant and agree~~agrees that, at all times during the existence of the CID or TDD, subject to applicable law, the City shall have the right to appoint a majority of the directors of any board of directors of the CID or TDD, and Developer ~~covenants and Ground-Lessee covenant and agree~~agrees to vote for any directors so proposed by the City. City agrees, however, to appoint one person designated by Developer to be the authorized representative of the City for the purpose of serving on the board of directors of the CID and one person designated by Developer to be the authorized representative of the City for the purpose of serving on the board of directors of the TDD.

Section 3.4. Economic Incentives. The Developer may seek economic incentives for the Development Project, including incentives for job creation. The City agrees to cooperate with the Developer in pursuing such incentives, provided, however, the City shall not be required to approve or pursue any incentives which would impose sales taxes or assessments against the Development Area over and above those imposed by the CID or TDD, nor shall the City be required to approve or pursue any tax abatement of the Development Area or any Projects.

Section 3.5. Existing District. The Development Area is located within the existing Chesterfield Valley Transportation Development District (the “CVTDD”). Developer covenants and agrees to do all things necessary to comply with the requirements of the CVTDD, including the collection of any sales taxes or special assessments levied by the CVTDD. Specifically, and without limitation of the foregoing, Developer covenants and agrees to include in any leases, subleases, or other occupancy agreements for any property located in the Development Area a covenant on the part of any such tenant, subtenant, or other occupant to collect, report, and remit any such sales tax or special assessment levied by the CVTDD in accordance with applicable law. No part of the Development Project is eligible for any funding by the CVTDD.

ARTICLE IV

CONSTRUCTION, COMPLETION, OPERATION AND MAINTENANCE OF THE DEVELOPMENT PROJECT

Section 4.1. Requirements of the Project; Milestones and Developer's Performance of the Work.

(a) *Description of Project and Commitments.* The City, ~~and~~ the Developer, ~~and the Ground Lessee~~ agree that the Development Project must include at least the following, specific Projects: the Sports Dome; the Education Center Project; the Hotel; and the Ancillary Commercial Uses.

(b) *Development Phase.* Commencing on the Effective Date, Developer ~~and Ground Lessee~~, at their ~~its~~ sole cost and expense, shall diligently pursue satisfaction of the following conditions:

(i) Obtain commitments for financing the Development Project acceptable to the Developer ~~and Ground Lessee~~ (the "**Financing Commitment**");

(ii) Review the City's title to the City Owned Property and City's Property Under Contract, including obtaining title commitments and surveys of the same (and including satisfaction of any concerns with respect to access to the Development Area from public rights of way, including any necessary approvals by St. Louis County);

(iii) Review and approval of the environmental conditions of the Development Area;

(iv) Review and approval of the soil and subsurface conditions of the Development Area;

(v) Obtain all Governmental Approvals for the Development Project; (including any Army Corps of Engineers permits);

(vi) Obtain the City's approval of the public art feature for the Development Project;

(vii) Identification of the property owned by the City which is to be subject to the Ground Lease as the Leased Premises thereunder;

(viii) Submission to, and approvable by, the City of the final Project Site Plan, in conformance with the provisions of Section 4.3 below; and

(ix) Submission to, and approval by, the City of all Governmental Approvals for the final Project Site Plan submitted in conformance with the provisions of Section 4.3 below.

Notwithstanding anything above, the Financing Commitment and proposed Leased Premises shall also be satisfactory to the City in the City's judgment and are subject to the further approval by the City as set forth below. Developer shall provide the Financing Commitment to the City for City's review and approval not later than November 1, 2017. If Developer does not provide the Financing Commitment to the City on or before such date, Developer shall be deemed to have opted to terminate this Agreement. City shall promptly review the Financing Commitment delivered by Developer, and if ~~it~~ the same is satisfactory to the City, the City will notify Developer and Ground Lessee ~~in writing of the same, and thereafter, the City will, subject to the terms and conditions of the City Contract, proceed to close under the City Contract and acquire title to City's Property Under Contract.~~ in writing of the same. If the

Financing Commitment is unsatisfactory to the City, the City will notify Developer and Ground Lessee in writing of the same, and such notification shall be deemed to be a termination of this Agreement. The condition provided for in Section 4.1(b)(i)- (the Financing Commitment) is to be satisfied on or before the dates set forth in this paragraph.

The City will provide copies of any existing surveys, environmental studies, and other reports with respect to the Development Area to the Developer and Ground Lessee within 10 days of the Effective Date of this Agreement to the extent that any of the same are in the actual possession of the City. To the extent that access to any property owned by the City is necessary to satisfy the foregoing conditions, the City shall provide reasonable access to the Developer or Ground Lessee, as applicable, to do so, including access for the purpose of surveying and performing inspections and studies (including environmental inspections and geotechnical inspections); provided, however, ~~neither Ground Lessee nor Developer shall not~~ make any borings, drillings or other invasive tests or investigations without City's prior written approval. Developer and Ground Lessee will coordinate all access to any such City owned property with the City. ~~Developer and Ground Lessee agree~~ agrees to hold City harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, which arise as a result of such access, surveys, inspections, studies and testing on the City-owned property by Developer or Ground Lessee or any of their its contractors, agents or representatives. City may condition any access to City-owned property upon proof that Developer or Ground Lessee, or their its contractors, agents, or representatives, ~~as applicable,~~ are carrying liability and other insurance in amounts reasonably satisfactory to the City in the City's discretion. ~~Developer and Ground Lessee agree~~ agrees to restore any property to the condition it was in prior to such access, surveys, inspections, studies and testing, and further, ~~Developer and Ground Lessee agree~~ agrees to repair any damage caused by such access, surveys, inspections, studies and testing. ~~Developer and Ground Lessee shall~~ pay for all labor, services and materials used by Developer or Ground Lessee or ~~furnished at their~~ its request, and ~~neither Ground Lessee nor Developer shall not~~ permit any mechanic's or other liens to be asserted against any property owned by the City. ~~Developer and Ground Lessee shall~~ hold harmless and defend City against any such lien resulting from ~~their~~ its review of such property. ~~Developer and Ground Lessee covenant and agree~~ covenants and agrees to minimize any interference with the use of such property by the City while Developer or Ground Lessee, or their ~~respective~~ its contractors, agents, or representatives are present on the property.

Except for the condition in Section 4.1(b)(i), which shall be satisfied by the Developer or ~~Developer and Ground Lessee~~ by the time set forth above, the conditions in Section 4.1(b) shall be satisfied by the Developer or ~~Developer and Ground Lessee~~ on or before that date which is 18 months from the Effective Date of this Agreement (the "**Development Phase Deadline**"). On or before the Development Phase Deadline, the Developer and Ground Lessee shall provide City with a written notice notifying the City that the foregoing conditions have been satisfied to Developer's and Ground Lessee's satisfaction, such written notice to be accompanied by, if not already agreed to by the City or approved of by the City, the proposed Leased Premises for the Ground Lease (the "**Waiver Notice**"). City shall have thirty (30) days to review the Waiver Notice, and, unless City has already agreed to or approved of the proposed Leased Premises for the Ground Lease, within such thirty (30) day period, City may notify Developer and Ground Lessee ~~that that City is terminating this Agreement because~~ the proposed Leased Premises for the Ground Lease is unsatisfactory to the City. If Developer fails to give the Waiver Notice by the time required above, this Agreement shall terminate. Additionally, on or before the Development Phase Deadline, the Developer may notify the City in writing that Developer is unable to satisfy the conditions set forth above and is terminating this Agreement.

(c) *Construction of the Site Work and the Projects.* Provided, that this Agreement has not been terminated as provided above in Section 4.1(b), the Developer shall proceed to construct the Development Project within the timeframes set forth below. Developer shall complete all Work necessary

for the Development Project at Developer's sole cost and expense, and without any obligation of the City to contribute to the costs thereof. All Work shall be completed in a good and workmanlike manner in accordance with the Plans therefor, and in compliance with all applicable laws, regulations, codes, and ordinances, including the Municipal Code. ~~The City agrees that the Developer may cause the Ground Lessee to construct the Development Project and that construction of the Development Project by Ground Lessee shall be deemed performance by Developer. In the event that the Ground Lessee is constructing the Development Project, Ground Lessee shall comply with all terms applicable to the Developer relating to the construction of the Development Project.~~

(i) Developer shall commence construction of the Site Work on or before **September 1, 2018** and achieve Substantial Completion of the Site Work on or before ~~September 1, 2018~~, **June 30, 2019**. Within one hundred and twenty (120) days ~~from the City's approval of the Effective Date Financing Commitment~~, City shall have removed from all City owned property ~~Owned Property~~ in the Development Area all trees and debris which would hinder the Site Work and construction of the Development Project. Developer shall have a license to enter property owned by the City within the Development Area (the "**Licensed Area**") to construct the Site Work, such license to be on the following terms and conditions:

A. The Developer shall keep the Licensed Area in a clean and orderly condition, free from accumulation of trash and debris.

B. The Developer shall construct the Site Work in accordance with all applicable laws, including the Municipal Code.

C. Prior to entering into the Licensed Area, Developer shall comply with the insurance requirements of Section 5.5(b) of this Agreement.

D. The City retains the right to use the Licensed Area for any use that would not unreasonably interfere with the construction of the Site Work by the Developer.

E. The Developer shall only use the Licensed Area for the construction of the Site Work and Developer shall comply with all reasonable instructions of the City regarding construction of the Site Work.

F. Developer shall comply with all other provisions of this Agreement regarding construction of Work, including complying with any requirement of the Municipal Code to enter into an escrow agreement and provide a bond, letter of credit, or other surety satisfactory to the City to guaranty satisfactory completion of the Site Work.

G. Developer shall not permit any lien for work, design, or materials of any kind to be asserted against the Licensed Area arising out of the Site Work, and Developer shall indemnify and hold the City harmless from and against any such lien claims.

H. Developer shall indemnify, hold harmless and defend the City from and against any and all claims, actions, suits, cross-claims, counterclaims, third party actions, damages, liabilities and expenses in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of the use by the Developer or its agents or contractors, of the Licensed Area or any part thereof (including any construction of the Site Work by Developer or its contractors) or occasioned wholly or in part by any act or omission of the Developer or its agents or contractors. In case the City shall be made a party to any action or proceeding commenced by or against the Developer or its agents or

contractors in connection with the Licensed Area, the Developer agrees to protect and hold City harmless and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by City in connection with such action or proceeding.

I. Any termination of this Agreement will terminate the license provided herein to Developer.

(ii) After Substantial Completion of the Site Work and execution of the Ground Lease, Developer shall commence construction of the Sports Dome, the Hotel, and the Education Center Project, such construction to commence not later than **24 months from the Effective Date**, and Developer shall achieve Substantial Completion of the Sports Dome, the Hotel, and the Education Center Project on or before that date which is **36 months from the Effective Date**.

(iii) After Substantial Completion of the Site Work and execution of the Ground Lease, Developer shall commence construction of any other Project not listed above on or before that date which is **72 months from the Effective Date**, and Developer shall achieve Substantial Completion of such other Projects not listed above on or before that date which is **84 months from the Effective Date**.

In no event shall any condition of Force Majeure extend the time for Developer to commence the Site Work or any Project by more than 12 months; in no event shall any condition of Force Majeure extend the time for Developer to achieve Substantial Completion of the Site Work or any Project by more than 12 months.

NOTWITHSTANDING ANY CONTRARY PROVISIONS IN THIS AGREEMENT, IF THE DEVELOPER HAS NOT COMPLETED THE ACTIVITIES REFERENCED IN THIS SECTION 4.1(c) WITHIN THE APPLICABLE TIME PERIODS DESCRIBED ABOVE, THEN THE CITY MAY TERMINATE THIS AGREEMENT UPON THIRTY (30) DAYS' WRITTEN NOTICE TO THE DEVELOPER AND GROUND LESSEE. TERMINATION OF THIS AGREEMENT SHALL ALSO WORK A TERMINATION OF THE GROUND LEASE.

(d) *Cooperation of City Concerning Easements and Parking.* The City shall, at no cost to the City, cooperate with the Developer in obtaining any necessary utility easements for the construction of the Development Project, including the granting by the City of utility easements to the appropriate utility provider of easements in the property owned by the City in the Development Area (or, if reasonably necessary for the construction of the Development Project, in other property owned by the City), so long as such utility easements are on terms reasonably acceptable to the City, including the repair and restoration obligations of the utility providers. Additionally, the City and the Developer agree to cooperate to provide parking during construction on adjacent property owned by the City.

(e) *Ground Lease; Execution of Ground Lease.* All or a portion of the City Owned Property was acquired by the City using City funds and certain tax exempt certificates of participation issued by the City (the "**Certificates of Participation**"). ~~City has sought~~ Upon execution of this Agreement, City shall seek advice from City's bond counsel regarding the effect of the Ground Lease on the tax exempt status of the Certificates of Participation. If the City's bond counsel advises the City that the Ground Lease could jeopardize the tax exempt status of the Certificates of Participation, the City shall have the right to terminate this Agreement by written notice to the Developer, such notice to be given not later than the later of (i) the Development Phase Deadline, or (ii) thirty (30) days after the City's receipt of the Waiver Notice.

Upon Substantial Completion of the Site Work, City and the ~~Ground-Lessee~~Developer, as the lessee therein, shall proceed to execute the Ground Lease. The commencement date of the Ground Lease shall be deemed to be the date on which Developer first commences Work on its first Project, exclusive of Site Work. The Ground Lease shall expire on December 31 of that year which is 50 years after the commencement date of the Ground Lease, with two renewal terms of 10 years each. Upon establishment of the commencement date and termination dates of the Ground Lease, the parties will execute a statement confirming the same. The Ground Lease is subject to termination prior to expiration of the term of the Ground Lease as more particularly set forth herein and in the Ground Lease. Any termination of this Agreement shall automatically work a termination of the Ground Lease. ~~The City agrees to apply so much of the rent received from the Ground Lease as is necessary to maintain and operate the Complex.~~ Additionally, within ten (10) days of the Effective Date, Developer ~~or Ground-Lessee~~ shall deposit \$10,000 with the City (this amount being in addition to the amount having been deposited with the City under Section 2.2 above) (the “**Deposit**”), such Deposit to be nonrefundable to Developer ~~or Ground-Lessee~~, as applicable, in all events. The Deposit shall apply to the payment of the “Fixed Annual Rental” due City as lessor under the Ground Lease for the “First Partial Lease Year” or the first “Lease Year” of the “Term” (as such terms are defined in the Ground Lease). In the event that this Agreement terminates prior to commencement of the Term of the Ground Lease, the Deposit shall be retained by the City.

Section 4.2. Governmental Approvals. The City agrees to cooperate with the Developer and to expeditiously process and timely consider all complete applications for Governmental Approvals as received, all in accordance with the Municipal Code, the laws of the State of Missouri and this Agreement. Specifically, and without limiting the foregoing, the parties acknowledge that the Developer may request rezoning of the Development Area to accommodate all or a portion of the Development Project. Any such rezoning request shall be made in accordance with the Municipal Code and all generally applicable policies and procedures of the City. The City shall cooperate in good faith to process and consider any rezoning request in accordance with the provisions of the Municipal Code. ~~In the event that Developer and Ground-Lessee do not obtain rezoning request, required permits, or if the Corps of Engineers do not accept the Project as presented, Developer and Ground-Lessee may terminate this Agreement by written notice to City.~~

Section 4.3. Project Site Plan. A preliminary version of the Project Site Plan is attached as ~~Exhibit F~~Exhibit F hereto. The parties agree that the Project Site Plan is preliminary and subject to change, and that it has not yet been approved by the City Council or the City’s planning and zoning commission. Developer shall, after execution of this Agreement, provide a revised version of the Project Site Plan to the City for approval, such revised Project Site Plan to comply with the Municipal Code (including the Unified Development Code and the applicable planned district ordinances). The final version of the Project Site Plan approved by the City’s planning and zoning commission and City Council pursuant to the Municipal Code will be deemed to define the scope of the Development Project for purposes of this Agreement and will govern the final design and construction thereof.

Additionally, after approval of the Project Site Plan in the preceding paragraph, Developer, ~~Ground-Lessee~~, and City agree to pursue an exchange of property owned by the City and property owned by the Developer ~~or Ground-Lessee~~ in the Development Area in order to eliminate or minimize the use of property owned by the City for the Hotel and the Ancillary Commercial Uses “for-profit” as set forth in ~~Exhibit G. Projects.~~ The parties intend that such exchange be done by a boundary adjustment plat with roughly similar amounts of acreage being conveyed to the City and to the Developer (~~or Ground-Lessee~~) respectively. In the event of such an exchange, the City and the ~~Ground-Lessee~~Developer agree to amend the Ground Lease to account for changes to the Leased Premises and to reflect which Projects will be located on the Leased Premises.

Section 4.4. Additional Terms Applicable to Construction of the Development Project.

(a) The Developer may enter into one or more construction contracts to complete the Work, including contracts with subsidiaries of or entities that are an Affiliate of the Developer. All construction contracts shall provide that no contractor shall have any recourse against the City in connection with the terms of the contracts, the performance of the Work or otherwise.

(b) All Plans for the Work shall be sealed by a professional engineer and architect licensed to practice in the State of Missouri. All Plans for the Work and all construction practices and procedures with respect to the Work must be in conformity with all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes), subject to any variances and other Governmental Approvals.

(c) The Developer and Ground Lessee shall comply with all federal, State and local laws relating to the construction of the Development Project, including, but not limited to, Section 107.170 RSMo, and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Development Project or portions thereof.

(d) The Developer and Ground Lessee shall comply with Section 285.530 RSMo regarding enrollment and participation in a federal work authorization program with respect to its respective employees working in connection with the Development Project. ~~Each of the~~ The Developer represents and Ground Lessee represent and warrant warrants that it is in compliance with Section 285.530 RSMo at the time of execution of this Agreement and that it has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

(e) Except as expressly permitted in the Ground Lease, ~~neither Developer nor Ground Lessee~~ shall not have the right to encumber in any way (including by grant of easement) that portion of the Development Area consisting of the City Owned Property or the City's Property Under Contract without the prior consent of the City.

Section 4.5. Construction Management; Review and Inspections.

(a) Except as otherwise expressly provided herein, in the Ground Lease, or in the Municipal Code, the Developer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, and construction of the Development Project, provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, the Ground Lease, and all applicable state and local laws, ordinances and regulations (including, without limitation, the Municipal Code and all applicable zoning, subdivision, building and fire codes), subject to any variances and other Governmental Approvals.

(b) The Developer shall keep the City reasonably informed as to the progress of the construction and development of the Development Project, including submitting quarterly reports (due on the first business day of January, April, July, and October each year) to the City regarding the construction and development of the Development Project and the satisfaction of the conditions in Section 4.1(b). The City may conduct such periodic inspections of the Work through City building inspectors and other inspectors engaged by the City as may be generally provided in the building code and other applicable laws of the City.

Section 4.6. Project Scope; Project Modifications.

(a) With the prior written consent of the City, during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the areas in which the Work is to be performed or on which buildings or other improvements are to be situated, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate, or as may be required to meet any reasonable requests of prospective tenants or purchasers of any portion of the Development Area, or as may be necessary or desirable, in the discretion of the Developer, to enhance the economic viability of the Development Project, but all such changes must be in furtherance of the general objectives of this Agreement and must comply with applicable law, the Municipal Code (subject to any variances) and other Governmental Approvals.

(b) After Substantial Completion a Project may be re-graded, reconfigured, redeveloped, or otherwise modified, improvements within the Development Area may be reconfigured, expanded, contracted, remodeled, reconstructed, replaced, or otherwise modified, and new improvements may be added to the Project, and demolition may be undertaken in connection therewith, from time to time and in such manner as the Developer may determine, provided that any such modifications shall comply with applicable law, the Municipal Code (subject to any variances) and other Governmental Approvals.

(c) Notwithstanding anything herein to the contrary, in no event may Developer, ~~Ground Lessee~~, or any other party demolish, alter, or reduce the size of the Sports Dome, the Hotel, or the Education Center Project without the prior consent of the City.

Section 4.7. Certificate of Substantial Completion.

(a) Upon Substantial Completion of the Site Work or the Work for any Project (and, at the Developer's election, upon Substantial Completion of all Work for all Projects), the Developer shall furnish (or cause to be furnished) to the City a Certificate of Substantial Completion in substantially the form attached hereto as ~~Exhibit C~~ **Exhibit C** and incorporated herein by reference.

(b) The appropriate City official shall diligently process any Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The appropriate City official shall accept or reject any Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within thirty (30) days following delivery to the City. If the City fails to approve or reject any Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its failure to take action on the applicable Certificate of Substantial Completion and the City shall have thirty (30) days from receipt of such notice to accept or reject the applicable Certificate of Substantial Completion in writing. If the City has not accepted or rejected the applicable Certificate of Substantial Completion within such additional 30-day period, the applicable Certificate of Substantial Completion shall be deemed accepted by the City. If the appropriate City official rejects a Certificate of Substantial Completion or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the Work in reasonable accordance with the provisions of this Agreement and what reasonable measures or acts the Developer must take or perform, in the opinion of such City official, to obtain such acceptance.

(c) Upon acceptance (or deemed acceptance) of any Certificate of Substantial Completion in writing by the City, the Developer may record the Certificate of Substantial Completion with the Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and

covenants to perform the Work with respect to the Project identified in the Certificate of Substantial Completion.

Section 4.8. Maintenance of the Development Area. The Developer and the Ground Lessee shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance of the Development Area during the construction of the Development Project or any portion thereof. Upon substantial completion of the Development Project, the Developer or ~~Ground Lessee or their~~ successors in interest, as applicable, of the affected portions of the Development Area, shall maintain or cause to be maintained the buildings and improvements within the Development Area which it owns or leases in compliance with all provisions of the Municipal Code relating to maintenance and appearance.

Section 4.9. Special Development Conditions.

(a) The For the initial twenty (20) year period after substantial completion of the Hotel, the Hotel shall satisfy at least one of the following criteria:

(1) The American Automobile Association (or a similar rating agency) rates the Hotel three (3) diamonds or higher; or

(2) Smith Travel Research, Inc. (or a similar rating agency) rates the Hotel Upper Midscale or higher on its STR U.S. Chain Scales.

(a)(b) For a period of fifteen (15) years, commencing on the "Effective Date" of the Ground Lease, the City agrees to maintain the Complex in good condition and repair and shall not repurpose-repurpose the Complex for a period of twenty (20) years; more specifically, and the City will use reasonable efforts to cause the Chesterfield Athletic Association shall to maintain the current sixteen (16) current baseball/softball fields. The City agrees to consider, in good faith, proposals by Developer or Ground Lessee for short term rentals of all or a portion of the condition and repair (the "Complex so as to draw regional and national athletic tournaments. Commitment Period").

(b) City agrees that in the event Developer provides artificial turf to City's Complex F (i.e. 4 baseball/softball fields), Developer and Ground Lessee, for a period of fifteen (15) years, shall have the exclusive right from October 14 through April 15 to use such fields and shall have the first right to use such fields for eight (8) additional weekends in accordance with the following schedule: one (1) weekend in May; two (2) weekends in June; two (2) weekends in July; one (1) weekend in August; one (1) weekend in September; and one (1) weekend in October. Additionally, Developer or Ground Lessee shall have control and operate the concession stand on the Complex F from October 15 through April 15 each year.

(e) Developer and Ground Lessee shall have the first right of selection of all Complex fields for any national or major regional tournaments that can draw at least one hundred and twenty (120) teams or more to the City of Chesterfield. Developer shall provide the City written notice of such national or major regional tournament weekends by or before January 15 of each year.

(d)(c) Presently, Ground Lessee and Developer intends that BASE Foundation, a Missouri nonprofit corporation, will occupy certain space in the Education Center Project from which it will provide a five-course curriculum for youths covering the topics of teamwork, leadership, respect, emotional control, and an attitude of gratitude.

(e)(d) During the term of the Ground Lease, the City shall have the right to use the Education Center for four hours a month, free of charge, on a first come, first serve basis. The City shall have the right to use the Education Center at other times that it is available at a discounted rate equal to 90% of the lowest rate that Developer or Ground Lessee charges to its most favored users.

(f)(e) The City shall have the right to free promotional opportunities at the Sports Dome to promote the City and events being held by the City so long as such promotions do not interfere or obstruct with activities at the Sports Dome and do not violate any exclusivity agreements applicable to the Sports Dome.

(f) In the event that the Developer, at Developer's cost, pays for installation of artificial turf (satisfactory to the City) at the portion of the Complex known as "Complex F" (consisting of four baseball/softball fields), then, after such installation and during the Complex Commitment Period, Developer shall have the right to use the athletic fields of Complex F from (i) October 14 of a calendar year to April 15 of the following calendar year (the "Winter Period"), and, (ii) one weekend in May, two weekends in June, two weekends in July, one weekend in August, one weekend in September, and one weekend in October. The City shall cooperate with Developer in scheduling use of the Complex F athletic fields to attract sanctioned national or major regional tournaments with more than 150 participating teams ("Tournaments"). Developer shall have the right to operate the concession stands for Complex F during the Winter Period in connection with Developer's use of such fields. Additionally, during the Complex Commitment Period, Developer and the City shall cooperate and assist one other to obtain Tournaments using other fields and complexes within the Complex; as part of such cooperation, Developer will notify City of any such proposed Tournament not later than August 1 of the calendar year preceding the year of the proposed Tournament. Developer's rights under this paragraph are subject to any existing agreements that the City has entered into in connection with Complex F or the Complex generally and any renewal of the same.

(g) Developer and the City agree to negotiate in good faith for the execution of a naming rights agreement for the combined Development Project and Complex on mutually satisfactory terms. Both City and Developer understand that they may not be able to reach mutually satisfactory terms. Developer's rights under this paragraph are subject to any existing agreements that the City has entered into regarding naming rights and any renewal of the same.

Section 4.10. No Eminent Domain. The City shall not be obligated to exercise its power of eminent domain to acquire any property or any interest in property (including an easement) in connection with the Development Project although the City, subject to applicable law, may elect to do so in its sole discretion.

Section 4.11. Naming Rights Donation. Ground Lessee shall make a Twenty Five Thousand Dollar (\$25,000.00) per year donation to the City of Chesterfield, earmarked for Parks and Recreation, in exchange for the naming rights of the entire sports complex, including the City's Complex.

GENERAL PROVISIONS

Section 5.1. Transfer; Subleases; Successors and Assigns.

(a) Developer may not assign this Agreement or any rights of Developer hereunder, nor shall Developer delegate any duties or obligations of Developer hereunder, without the prior written consent of the City hereunder. Ground Lessee may not assign this Agreement or any rights of Ground Lessee hereunder, nor shall Ground Lessee delegate any duties or obligations of Ground Lessee hereunder, without the prior written consent of the City hereunder.

(b) If ~~Developer or Ground Lessee~~ owns fee title to any property within the Development Area, subject to the provisions of this paragraph, the ~~Developer or Ground Lessee~~ may voluntarily sell, transfer, convey or otherwise dispose of (hereinafter collectively referred to as a “**Transfer**”) its interest in such fee owned property or any portion thereof (the “**Transferred Property**”) to any third parties or persons. If the proposed Transfer occurs before the City’s acceptance of a Certificate of Substantial Completion for the Parcel or other portion of the Development Area subject to such Transfer, then such Transfer shall be subject to the City’s prior written consent. For all such Transfers, the transferor shall require the proposed transferee to execute a transferee agreement with the City in substantial compliance with the form attached as ~~Exhibit H~~ **Exhibit G**. No such Transfer shall occur without the prior execution of a transferee agreement with the City. The parties agree that the intention of each transferee agreement is to protect the transferor and the City by ensuring that transferees of property within the Development Area receive actual notice of the rights, duties and obligations contained in this Agreement prior to taking ownership, and nothing contained in a transferee agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement. In the event of any Transfer, all of the transferor’s rights, duties, and obligations hereunder with respect to the Transferred Property, including, without limitation, those concerning construction, maintenance, and use, shall transfer to such transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the Transferred Property. Any transferee of a Transferred Property shall only be responsible for the obligations of the ~~Developer or Ground Lessee~~ under this Agreement with respect to the Transferred Property, and likewise, no transferee of any Transferred Property shall succeed to the rights of the ~~Developer or Ground Lessee~~ under this Agreement with respect to any part of the Development Area except for the Transferred Property. Construction of a Project by a transferee after a Transfer by the Developer shall satisfy any obligation of the originally named Developer hereunder to construct such Project.

(c) If Developer desires to assign or pledge its rights under this Agreement as collateral for a loan, Developer shall have the right to do so, and City agrees to provide a consent to such assignment or pledge on terms reasonably satisfactory to the City. In no event shall any assignment or pledge of this Agreement encumber the City’s fee ownership of the City Owned Property (or any other property owned by the City in fee simple, including, if acquired by the City, the City’s Property Under Contract) or the City’s rights in the City’s Property Under Contract.

(d) Subject to the further provisions of this Agreement, ~~Ground Lessee~~ Developer shall have the right to enter into subleases with subtenants for portions of the Leased Premises, and such subtenants shall have the further right to enter into sub-subleases with sub-subtenants for spaced within the portions of the Leased Premises leased by such subtenants (collectively, “**Underleases**”). All such Underleases shall be subordinate to the Ground Lease and shall provide that, at the option of the City, as lessor under the Ground Lease, such subtenants and sub-subtenants under the Underleases shall attorn to the City as their sublandlord or sub-sublandlord, as applicable, on the same terms and conditions set forth in their Underlease. ~~Ground Lessee~~ Developer shall not assign the Ground Lease without City’s consent.

(e) Notwithstanding anything in this Agreement (or in the Ground Lease) to the contrary, in no event shall ~~Developer or Ground Lessee~~ seek to Transfer any portion of the Development Area or enter into any Underlease which, in the opinion of bond counsel to the City, would jeopardize the tax exempt status of the Certificates of Participation. Not later than twenty (20) days prior to the execution of any Underlease or the execution of any letter of intent or other agreement for a Transfer, the ~~Developer or Ground Lessee, as applicable,~~ shall provide the City with a copy of the proposed document giving rise to such Transfer or Underlease (or a letter of intent or other instrument containing all relevant facts of the transaction), for bond counsel to determine whether or not the proposed transaction could jeopardize the tax exempt status of the Certificates of Participation.

Section 5.2. Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by any party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed promptly to cure or remedy such default or breach, and, shall, in any event, within sixty (60) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not undertaken or not diligently pursued, or if the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

Section 5.3. Force Majeure and Other Extensions of Time for Performance. Subject to other provisions of this Agreement limiting the maximum time that a party's obligations hereunder may be extended due to a condition of Force Majeure (including those in Section 4.1(c) hereof), ~~none of neither~~ the City, the Ground Lessee, or nor the Developer shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by Force Majeure. As used herein, "**Force Majeure**" includes for purposes of this Agreement, orders of any kind of any court or governmental body, strikes, lockouts, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, unusually adverse weather conditions, unusually wet soil conditions, civil war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, wrongful refusal or failure to issue any necessary permits or legal authorization by any governmental entity, delay in obtaining zoning or other Governmental Approvals (provided the Developer applies for such approvals in a time and manner that would be reasonably expected to allow for completion of the Developer's obligations within the applicable times for performance set forth herein), shortage or delay in shipment of material or fuel, any lawsuit, court order, or judgment disputing the validity of this Agreement, any ordinances or resolutions referred to in this Agreement, or any of the ordinances or resolutions approving the same, or other causes beyond the responsible party's reasonable control. To avail itself of this Section, the party seeking to invoke Force Majeure must notify the other parties in writing within thirty (30) days after the later of: (a) the commencement of any claimed event of Force Majeure; or (b) the date upon which the party claiming the extension should have reasonably become aware of the delay-causing effect of the Force Majeure event.

Section 5.4. Actions Contesting the Validity and Enforceability of the Development Agreement and Related Matters. If a third party brings an action against the City or its officials, agents, employees or representatives contesting the validity or legality of the Development Project, this Agreement, the Ground Lease, or any of the ordinances or the resolution approving the same, the City shall promptly, and in any event prior to filing any responsive pleadings, notify ~~the other parties to this Agreement~~ Developer in writing of such claim or action. The Developer may, at its option and expense, assume the defense of such claim or action (including, without limitation, effecting a settlement or compromise of any claim or action for which the Developer has assumed the defense) with counsel of the Developer's choosing and the parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City, ~~and the Developer, and the Ground Lessee~~ in any such proceeding. The Developer and its counsel shall copy the City Attorney on all correspondence relating to any such action, and shall consult with the City Attorney throughout the course of any such action.

Section 5.5. Insurance.

(a) *Buildings and Other Improvements.* Prior to the commencement of construction of any Work that is a part of the Development Project, the Developer ~~or Ground Lessee~~ shall obtain, or shall cause the contractor or contractors performing such construction work to obtain, workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry

for similar type projects. The City shall be an additional named insured on such insurance. The Developer ~~or Ground Lessee~~ shall deliver (or cause to be delivered) to the City evidence of such insurance prior to commencement of such construction. In the event of any material casualty affecting the Work (including buildings or other improvements), any insurance proceeds shall be applied, to the extent necessary, to rebuild or restore the damaged Work to at least equal value and substantially the same character as prior to the damage or destruction.

(b) *Liability Insurance.* Not less than ten (10) days prior to commencement of construction of each and any portion of the Development Project, including the Site Work, the Developer or Developer's general contractor ~~(or the Ground Lessee or the Ground Lessee's general contractor, if Ground Lessee is doing such work)~~ shall provide the City with a certificate of insurance evidencing a commercial general liability insurance policy with coverages of not less than the current absolute statutory waivers of sovereign immunity as set forth in Sections 537.600 and 537.610 RSMo. Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 RSMo. The City shall be listed as an additional insured on such certificate. Such policy may be part of a blanket policy, shall include a severability of interests clause and the insurance shall be primary with respect to any applicable insurance maintained by the City.

(c) *Contractual Liability Insurance.* The Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City) covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better).

(d) *Termination.* The requirements of this Section shall terminate upon the City's acceptance of a Certificate of Substantial Completion with respect to the Project for which construction is being undertaken. Termination of the requirements of this section shall not terminate any applicable insurance requirements under the Ground Lease.

Section 5.6. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if (a) personally delivered, (b) sent via national overnight courier (e.g. Federal Express); or (c) mailed by certified United States first class mail, postage prepaid,

(1) In the case of Developer, to:

Big Sports Properties, LLC
2675 Scott Ave., Suite G
St. Louis, Missouri 63103
Attn: Daniel Buck

With a copy to:

Van Osdol, P.C.
1000 Walnut Street, Suite 1500
Kansas City, Missouri 64106
Attn: Cheryl C. Boushka

(+)(2) In the case of the City, to:

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: Michael Geisel, City Administrator

With copies to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attn: Robert D. Klahr

The Graville Law Firm, LLC
130 South Bemiston Avenue
Suite 700
Clayton, Missouri 63105
Attn: Christoper Graville

(2) ~~In the case of Ground Lessee & Developer, to:~~

~~Big Sports Properties, LLC
2675 Scott Ave., Suite G
St Louis, Missouri 63103
Attn: Daniel Buck~~

~~With a copy to:~~

~~Van Osdol, P.C.
1000 Walnut Street, Suite 1500
Kansas City, Missouri 64106
Attn: Cheryl C. Boushka~~

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. Notices sent by personal delivery shall be deemed received on the date of delivery; notices sent by overnight delivery service shall be deemed received the next business day after the same has been deposited with the overnight carrier for next business day delivery; notice sent by certified mail shall be deemed received three business days after being deposited in the U.S. Mail. All postage or delivery charges shall be the responsibility of the sender of such notice. Refusal to accept delivery shall be deemed acceptance of delivery with the date of refusal being the date of receipt of the notice.

Section 5.7. Conflict of Interest. No member of the City Council, the Planning and Zoning Commission or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Development Area, shall participate in any decisions relating thereto that affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Council the nature of such interest and seek a determination by the City Council with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 5.8. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Agreement shall be the Circuit Court of St. Louis County, Missouri, and each party agrees to waive any defense of an inconvenient forum. BY ENTERING INTO THIS AGREEMENT, EACH OF CITY, ~~AND DEVELOPER, AND GROUND LESSEE~~ HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 5.9. Entire Agreement; Amendment. The parties agree that this Agreement and the Ground Lease constitute the entire agreement between the parties with respect to the matters herein and that no other agreements or representations other than those contained in this Agreement and the Ground Lease with respect to the matters herein have been made by the parties. This Agreement shall be amended only in writing, which shall be effective only when signed by the authorized representatives of both parties.

Section 5.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 5.11. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 5.12. Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer ~~or the Ground Lessee~~, and no member, manager, shareholder, director, officer, agent, employee, consultant or representative of the Developer ~~or Ground Lessee~~ shall be personally liable to the City, in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 5.13. Mutual Assistance. Subject to the terms and conditions of applicable law, the parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent, and further agree that they will take no affirmative action that will limit or impair the rights of the affected party or the ability of such party to perform under this Agreement; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement, and nothing herein shall be construed to obligate the City, acting as a party hereto, to incur any expense over and above its normal administrative expenses.

Section 5.14. Nondiscrimination. The Developer ~~and Ground Lessee~~ shall comply with all applicable federal, state and local laws, ordinances and regulations regarding nondiscrimination and affirmative action.

Section 5.15. Recording. The Developer shall cause this Agreement to be recorded with the Recorder promptly after the City's acquisition of City's Property Under Contract pursuant to the City Contract and shall provide evidence thereof to the City.

Section 5.16. Exhibits. All of the exhibits attached hereto form an integral part of this Agreement and are incorporated herein by this reference.

Section 5.17. Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, corporations, and other entities, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) Whenever an item or items are listed after the words "include" or "including," such listing is not intended to be a listing that excludes items not listed.

(d) Except as expressly provided in this Agreement, (1) whenever the consent or approval of a party is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, (2) where an act is to be performed to the satisfaction of a party, it shall be performed to such party's reasonable satisfaction, and (3) where a party is obligated to use its judgment or discretion, such judgment or discretion shall be reasonable.

ARTICLE VI

RELEASE AND INDEMNIFICATION

Section 6.1. Release and Indemnification.

(a) The City and its governing body, members, officers, agents, servants and employees shall not be liable to the Developer ~~or the Ground Lessee~~ for damages or otherwise in the event that this Agreement or any ordinance of the City adopted in connection with this Agreement or the Development Project, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer ~~or the Ground Lessee~~ is prevented from enjoying the rights and privileges herein or in the Ground Lease; provided that nothing in this paragraph shall limit claims by the Developer seeking specific performance of relevant contracts.

(b) Except with respect to matters arising out of the gross negligence or willful misconduct of the City or any official, agent, employee, consultant or representative of the City, and the Developer ~~and the Ground Lessee~~ release from, and covenant and agree that the City and its governing body, members, officials, officers, agents, representatives, consultants, servants and employees shall not be liable for, and the Developer ~~and the Ground Lessee~~ shall indemnify and hold the City and its governing body, members, officials, officers, agents, representatives, consultants, servants and employees harmless from and against, any and all claims, suits, damages, liabilities or expenses, including attorneys' fees, arising out of (1) the acquisition of any portion of the Development Area owned in fee by the Developer, (2) the improvement or operation of all or any part of the Development Area, or the condition of the Development Area, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or ~~Ground Lessee or their~~ contractors, employees, agents or representatives in connection with or relating to the Development Project or the Development Area, (4) any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the performance of the Work by

the Developer, ~~Ground Lessee, or any of their~~its contractors, employees, agents or representatives, (5) the negligence or willful misconduct of the ~~Ground Lessee or the Developer, their respective or its~~ employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Development Project, and (6) the ~~Ground Lessee's or the~~ Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No elected or appointed official, employee or representative of the City shall be personally liable to the Developer ~~or Ground Lessee~~ in the event of a default or breach by any party under this Agreement.

ARTICLE VII

TERM; DEFAULTS AND REMEDIES

Section 7.1. Term of Agreement. Unless earlier terminated as otherwise provided herein, this Agreement shall remain in full force and effect until the expiration of the term of the Ground Lease or the earlier termination of the Ground Lease.

Section 7.2. Events of Default; Remedies.

(a) If ~~any~~either party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days after ~~at~~the non-defaulting party has given written notice to the defaulting party specifying such default, such event shall constitute an "Event of Default" under this Agreement.

(b) If any Event of Default has occurred and is continuing, then ~~any~~the non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

(c) The rights and remedies reserved by the parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law.

(d) No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, ~~at~~the non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

ARTICLE VIII

REPRESENTATIONS OF THE PARTIES

Section 8.1. Representations of the City. The City hereby represents and warrants that (a) the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver this Agreement and, upon the passage of the ordinance authorizing this Agreement, will have full power and authority to perform all terms and obligations of this Agreement, and (b) this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 8.2. Representations of the Developer. The Developer hereby represents and warrants that (a) the Developer has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary organizational proceedings, and (b) this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

~~**Section 8.3. Representations of the Ground Lessee.** The Ground Lessee hereby represents and warrants that (a) the Ground Lessee has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary organizational proceedings, and (b) this Agreement constitutes the legal, valid and binding obligation of the Ground Lessee, enforceable in accordance with its terms.~~

LIST OF EXHIBITS

Exhibit A-City Owned Property
Exhibit B-~~Exhibit B~~-City's Property Under Contract
~~Exhibit C~~-Exhibit C-Form of Certificate of Substantial Completion
~~Exhibit D~~-Exhibit D-Legal Description of Development Area
~~Exhibit E~~-Exhibit E-Form of Ground Lease
~~Exhibit F~~-Exhibit F-Project Site Plan
~~Exhibit G~~-Property Exchange Site Map
~~Exhibit H~~-Exhibit G-Form of Transfer Agreement

[Remainder of Page Intentionally Left Blank]

By: _____
Daniel Buck, _____

EXHIBIT A
CITY OWNED PROPERTY

EXHIBIT B

CITY'S PROPERTY UNDER CONTRACT

**approximately 21.74 acres (+/-) located generally at 17795 N.
Outer 40 Road, Chesterfield, Missouri 63005 (Locator Number:
17V630059)**

EXHIBIT C ~~EXHIBIT C~~

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Big Sports Properties, LLC, a Missouri limited liability company (the "**Developer**"), pursuant to that certain Development Agreement dated as of _____, 2017, between the City of Chesterfield, Missouri (the "**City**") and the Developer, and ~~Big Sports Properties, LLC (the "**Ground Lessee**")~~, as amended from time to time (the "**Agreement**"; capitalized terms used herein are defined in the Agreement), hereby certifies:

1. That as of _____, 20____, the construction of the Project described below has been substantially completed and funded in accordance with the Agreement:

[description of Project]: _____.

2. The Work has been performed in a workmanlike manner and substantially in accordance with the Plans (as those terms are defined in the Agreement) and applicable law.

3. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's Certificate of Substantial Completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and incorporated herein by reference, certifying that the Work for the Project has been completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants.

5. The acceptance (below) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work with respect to the Project.

Upon such acceptance by the City (or deemed acceptance by the City), the Developer may record this Certificate in the office of the St. Louis County, Missouri Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20[].

BIG SPORTS PROPERTIES, LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Exhibit A Legal Description)

EXHIBIT D~~EXHIBIT D~~

LEGAL DESCRIPTION OF DEVELOPMENT AREA

EXHIBIT E
FORM OF GROUND LEASE

EXHIBIT F

PROJECT SITE PLAN

EXHIBIT G
PROPERTY EXCHANGE SITE MAP

EXHIBIT GEXHIBIT-H

FORM OF TRANSFeree AGREEMENT

(Name of Transferee)

This **TRANSFeree AGREEMENT** ("**Transferee Agreement**") is entered into this ____ day of _____, 20__, by and between the **CITY OF CHESTERFIELD, MISSOURI** (the "**City**") and _____, a _____ ("**Transferee**").

RECITALS

A. The property to be purchased by Transferee as legally described in **Exhibit A** attached hereto (the "**Property**") is located in the Development Area (as defined in

the Development Agreement, defined herein).

B. The Property is subject to that certain Development Agreement between the City, ~~Big Sports Properties, LLC~~ (the "**Developer**"), and Big Sports Properties, LLC (the "**Ground Lessee/Developer**") dated as of _____, 2017, a Memorandum of which Development Agreement was recorded in the St. Louis County Recorder of Deeds Office on _____, 2017, as Document No. _____ [Book _____, Page _____] (the "**Development Agreement**").

C. The Development Agreement requires as a condition precedent to certain transfers of property within the boundaries of the Development Area that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements and obligations of the Development Agreement relating to the Property.

D. The parties desire to enter into this Transferee Agreement in order to satisfy the conditions precedent set forth in the Development Agreement with respect to the Property.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. The Transferee has entered into a purchase contract with the Developer, or an authorized successor and assign, pursuant to which the Transferee will acquire the Property. The Transferee acknowledges that the purchase of the Property by Transferee is a "Transfer" as defined in the Development Agreement.

2. The Transferee acknowledges that it has been provided with and/or has reviewed the Development Agreement.

3. The Transferee acknowledges and agrees that its acquisition of the Property is subject in all respects to the Development Agreement, and that the terms and obligations of the Development Agreement shall continue in full force and effect, and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Transferee with respect to the Property as if they were in every case specifically named herein, and shall be construed as a covenant running with the land. The Transferee assumes the duty to notify any subsequent transferee of its duties and obligations under the Development Agreement.

4. Transferee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City as set forth in the Development Agreement with respect to any Transfer.

5. The parties agree that the intention of this Transferee Agreement is to ensure that Transferee has actual notice of its duties and obligations contained in the Development Agreement prior to taking ownership of the Property, and nothing contained in this Transferee Agreement shall be deemed to impose any duties or obligations that are not imposed pursuant to the Development Agreement, or to grant to Transferee any rights that are not granted under the Development Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF CHESTERFIELD, MISSOURI

ATTEST:

City Clerk

By:

Mayor

[TRANSFEE]

By: _____

Name: _____

Title: _____

[attach legal description]

GROUND LEASE

THIS GROUND LEASE (the "Lease"), made by and between CITY OF CHESTERFIELD, MISSOURI, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the "Lessor" or the "City"), and BIG SPORTS PROPERTIES, LLC, a Missouri limited liability company, with an address of 2675 Scott Avenue, Suite G, St. Louis, Missouri 63103 (the "Lessee").

WITNESSETH:

1. PREMISES

In consideration of the rents, covenants and agreements hereinafter set forth, and the covenants and agreements set forth in that certain Development Agreement dated _____, 2016⁷ by and among ~~between~~ Lessor, and Lessee (the "~~Developer~~") (the "**Development Agreement**"), Lessor does hereby demise and lease to Lessee, and Lessee does hereby take and hire from Lessor, that certain real property situated in the City of Chesterfield, County of St. Louis and State of Missouri, containing approximately _____ acres of land (the "**Leased Premises**"), together with the non-exclusive right to use any easements or appurtenance thereunto belonging or appertaining, said Leased Premises being those more fully described in Exhibit A attached hereto and made a part hereof by reference.

2. TERM

A. Original Term

The "**Original Term**" of this Lease shall be defined as the period commencing on the Commencement Date as defined in Section 3 below and ending on December 31 of the fiftieth (50th) full Lease Year (as hereinafter defined) following such Commencement Date. "**Lease Year**" shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of January of each year during the term hereof and ending on December 31 of each year of the term hereof. If the Commencement Date is other than January 1 of any calendar year, the period between the Commencement Date and December 31 of that year shall be the "**First Partial Lease Year**". Lessee's obligation to pay Rent shall commence on the Commencement Date.

B. Renewal Terms

Upon the expiration of the Original Term of this Lease, this Lease shall automatically renew for two (2) additional periods of ten (10) years each (the "**Renewal Terms**"), unless either Lessor or Lessee gives a cancellation notice as hereinafter provided. Either Lessor or Lessee may elect to cancel any Renewal Term of this Lease by giving written notice to such effect to the other party not later than six (6) months before the expiration of the then current term of this Lease (be it the Original Term or the first Renewal Term), and in such event, this Lease shall terminate upon the expiration of the then ending term (be it the Original Term or the first Renewal Term). Any cancellation of the first Renewal Term shall automatically cancel the second Renewal Term.

The Original Term and any Renewal Terms which are not canceled are hereinafter collectively referred to as the “**Term**” of this Lease.

3. EFFECTIVE DATE AND COMMENCEMENT DATE

The “**Effective Date**” of this Lease shall be considered to be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Lease has been signed by a party hereto.

The “**Commencement Date**” of this Lease shall be the date on which the ~~Developer or~~ Lessee commences Work (as defined in the Development Agreement) on the first Project (as defined in the Development Agreement, and not including Site Work, as defined in the Development Agreement). Upon determination of the Commencement Date, Lessor and Lessee shall memorialize the Commencement Date and the last day of the Original Term in a writing substantially in the form of Exhibit B attached hereto.

4. RENTAL

A. Fixed Annual Rental

Lessee shall pay to Lessor, at Lessor’s address shown above, or at such other address as Lessor may from time to time designate in writing, a fixed annual rental (the “**Fixed Annual Rental**”) in accordance with the Rental Schedule set forth below (the “**Rental Schedule**”), payable twice per calendar year, once on January 1 and once on July 1; provided that in the event the Commencement Date is other than January 1 of a calendar year, the Fixed Annual Rental for the First Partial Lease Year shall be payable in full in one lump sum on the Commencement Date. Every installment of the Fixed Annual Rental for the Term shall be due and payable in advance on the date when due, without demand, deduction, abatement or offset.

Rental Schedule

<u>Lease Years</u>	<u>Fixed Annual Rental</u>
1	\$76,842
2	\$79,032
3	\$81,284
4	\$83,601
5	\$85,983
6	\$153,741
7	\$158,123
8	\$162,629
9	\$167,264
10	\$172,031
11	\$176,934
12	\$181,977
13	\$187,162
14	\$192,497
15	\$197,983

16	\$384,000
17-50	*
51-60	*
61-70	*

*Commencing with the 17th Lease Year of the Original Term and for each Lease Year thereafter during the Original Term and any Renewal Term (if applicable), the Fixed Annual Rental for such Lease Year shall be the amount of the Fixed Annual Rental for the preceding Lease Year increased, if applicable, by the CPI Adjustment. "**CPI Adjustment**" means the increase in the CPI for the month of June of the then current calendar year over the CPI for the month of June in the preceding calendar year. "**CPI**" means the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers (CPI-U) for the Midwest Region, Base Period 1982-1984=100 or any success benchmark. In no event shall the Fixed Annual Rental decrease from the amount paid during the then current Lease Year, even if the CPI in the current calendar year has decreased from the CPI in the prior calendar year.

If the Commencement Date occurs on a date other than January 1 of a calendar year, Fixed Annual Rental for the First Partial Lease Year shall be due on the Commencement Date in one lump sum calculated as follows: \$76,842 multiplied a fraction, the numerator of which is the number of days in the First Partial Lease Year (including the Commencement Date), and the denominator of which is 365 (unless the Commencement Date occurs in a leap year, in which event the denominator of which is 366).

Lessee shall pay, as "**Additional Rent**", all other payments of whatever nature that Lessee has agreed to pay or assume under the terms and provisions of this Lease, including all reasonable expenses (including attorneys' fees) incurred by Lessor in connection with the enforcement of the terms and provisions of this Lease. All amounts due under this Lease shall be paid in lawful money of the United States. The Fixed Annual Rental and the Additional Rent are referred to collectively herein as the "**Rent**". All Rent and other amounts due to Lessor hereunder, shall be paid to Lessor at the address first set forth above for Lessor or as otherwise designated from time to time by written notice from Lessor to Lessee, without any setoff, abatement, counterclaim or deduction whatsoever.

B. Fixed Annual Rental for Renewal Terms.

If the Term of this Lease is extended to include one or more Renewal Terms, Fixed Annual Rental for the applicable Renewal Term shall be calculated as set forth above in Section 4.A. During any Renewal Term, Lessee shall pay all other amounts due from Lessee under this Lease for the Original Term, including Additional Rent, and shall continue to make the required contributions to the ~~Demolition Fund and the Escrow Fund~~. Installments of the Fixed Annual Rental during any Renewal Term shall be due and payable in advance in equal installments due on January 1 and July 1, and shall be payable without demand, deduction, abatement, or offset.

5. TAXES AND ASSESSMENTS; UTILITIES

Commencing with the Commencement Date, Lessee agrees to pay to the appropriate governmental agencies all real property taxes, assessments, impositions, and any and all other claims or charges (herein collectively called the "**Taxes**") which are taxed, levied, charged or assessed against the Leased Premises, including levee taxes, water charges, and sewer charges, before the same shall become delinquent. All such payments for the first and last year of the Term of this Lease shall be prorated between Lessor and Lessee so that Lessee shall be responsible for that portion of the Taxes which is attributable to the Term of this Lease. Lessee's tax obligation to pay Taxes shall commence on the Commencement Date hereof, unless the Leased Premises are currently exempt from the payment of Taxes, in which event, notwithstanding anything herein to the contrary, Lessee's obligation to pay Taxes shall commence on the Effective Date or the date on which the Leased Premises are first placed on the tax rolls, whichever occurs first. In the event there is included in the Taxes any special assessment or assessment which may be paid in installments, unless otherwise directed by written notice from Lessee, Lessor shall advise the appropriate governmental agency of its intention to elect payments in installments thereof, and Lessee shall pay such installments as shall be due and payable during the Term, regardless of when such installment was assessed.

In the event the Leased Premises is a portion of a larger tax parcel, Lessor agrees to use its best efforts to have the Leased Premises designated as a separate parcel for taxing purposes so that the assessed valuation of the land and buildings shall relate only to the land constituting the Leased Premises and to the buildings and improvements constructed on the Leased Premises.

In the event the Leased Premises is a portion of a larger tax parcel and the Lessor is unable to have the Leased Premises designated as a separate parcel for taxing purposes, so that Taxes are assessed upon the larger tax parcel of which the Leased Premises is a portion, then Lessee agrees to pay that portion of the Taxes which is reasonably attributable to the Leased Premises, determined as follows:

- (i) In the event the Taxes are identified or apportioned by the taxing authorities or are identifiable or apportionable based on valuation or other information furnished by the taxing authority so that the portion of the Taxes attributable to the value of the land can be distinguished from the portion of the Taxes attributable to the value of the buildings, then as to that portion of the Taxes attributable to the value of the land, Lessee will pay a percentage of such portion of the Taxes determined by dividing the land area of the Leased Premises by the total land area of the assessed parcel, and as to the portion of the Taxes attributable to the value of the buildings, Lessee will pay a percentage of such portion of the Taxes determined by dividing the gross floor area of the building on the Leased Premises by the gross floor area of all buildings located on the assessed parcel.
- (ii) In the event the Taxes are not identified or apportioned by the taxing authority and are not identifiable or apportionable based on valuation or other information furnished by the taxing authority so that the portion of

the Taxes attributable to the value of the land cannot be distinguished from the portion of the Taxes attributable to the value of the buildings, then as to all Taxes, Lessee will pay a percentage of the Taxes determined by dividing the land area of the Leased Premises by the total land area of the assessed parcel.

Lessor does not represent and warrant to Lessee that the Leased Premises is or will be exempted from payment of Taxes even if the Leased Premises is currently exempt. Lessor has no obligation to seek any exemption of the Leased Premises from payment of Taxes. Notwithstanding anything in this Lease to the contrary, the Lessor shall have the right to subdivide the Leased Premises from any larger parcel of ground owned by Lessor and Lessee covenants and agrees to cooperate with Lessor in any such subdivision. If the Leased Premises (or any larger parcel of ground which it is a part) is exempt from taxation as of the Effective Date, then, notwithstanding anything in this Lease to the contrary (including in this Section 5), Lessee shall be responsible for paying all Taxes that may thereafter be assessed against the Leased Premises or any larger parcel of ground of which it is a part.

Unless separately billed to Lessee directly by the applicable taxing authority, Lessor will notify Lessee in writing of any Taxes which Lessee is required to pay in accordance with the provisions of this ~~Section~~ Lease. Such notification shall be furnished to Lessee not less than ten (10) days before the date such Taxes are due and shall be accompanied by a copy of the tax bill. Any Taxes billed directly to Lessee which Lessee is required to pay shall be paid by it no later than the date when such Taxes are due without any penalty, late fee, or interest for delinquent payment. Any Taxes billed to Lessee by Lessor shall be paid to Lessor not later than five (5) days before the date when such Taxes are due without any penalty, late fee, or interest for delinquent payment.

If Lessee fails to pay any Taxes which it is required to pay within the time period provided above, Lessor may, at its option, pay said Taxes, together with any and all penalties, late fees, and interest, and said amount shall become immediately due and payable as Additional Rent, and, if not paid by the Lessee to Lessor within ten (10) days of receipt of Lessor's demand therefor by Lessee, such amounts shall bear interest at the Default Rate (defined herein). If Lessee pays the Taxes directly to the applicable taxing authority then Lessee shall provide Lessor with a copy of the receipt showing the payment of the Taxes within thirty (30) days of the date when such Taxes were due.

Lessee shall have the right in its own name, or in Lessor's name where appropriate, but at its own cost and expense, to contest the amount of any Taxes which it is obligated to pay hereunder and make application for the reduction thereof, or any assessment upon which the same may be based, and Lessor agrees, at the request of Lessee (but at no cost to Lessor), to execute or join in the execution of any instruments or documents necessary in connection with such contest or application. No appeal or contest of the amount of such Taxes (or the assessment on which they are based) shall relieve Lessee from timely paying such Taxes as required by this Lease or applicable law.

~~Lessor does not represent and warrant to Lessee that the Leased Premises is or will be exempted from payment of Taxes even if the Leased Premises is currently exempt. Lessor has no obligation to seek any exemption of the Leased Premises from payment of Taxes.~~

Lessee shall pay for all utilities (including electric, sewer, water, gas, telephone, and any other utility service) supplied to the Leased Premises, including utilities supplied to and used by the buildings and other improvements to be constructed by Lessee. Lessee, at Lessee's sole cost, shall be solely responsible for bringing all such utilities to the Leased Premises and the costs for the same, including design costs, the cost of installing utilities, building utility facilities, duct work, and paying any tap fee, hook up charge, or similar fee for connection required by a provider of utility service.

6. INSURANCE

Lessee shall maintain at all times during the Term of this Lease, and prior to any entry upon the Leased Premises hereunder, commercial general liability insurance against all claims for personal injury, death, or property damage occurring on the Leased Premises with minimum limits of liability of Two Million Dollars (\$2,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) property damage, and with excess coverage of at least Five Million Dollars (\$5,000,000.00) per occurrence. Lessee shall also maintain at all times during the Term of this Lease worker's compensation insurance required by the laws of the State of Missouri with employers' liability with limits of \$500,000.00 each accident, \$500,000.00 disease policy limit, \$500,000.00 disease-each employee. During the Term of this Lease, Lessee shall also maintain insurance insuring the Leased Premises and the improvements thereon against loss or damage by casualty (including fire) and extended coverage hazards on an "all-risk" basis for the full replacement value of the improvements on the Leased Premises. All such insurance to be carried by Lessee hereunder shall be obtained by the Lessee at Lessee's sole cost and expense, and shall name Lessor as additional insured. Copies of the policies required hereunder, or certificates thereof, shall be furnished to Lessor within thirty (30) days following the Effective Date, and copies of certificates evidencing the renewal of such policies shall be delivered to Lessor within thirty (30) days after the date when such renewal was due. Each of said policies shall provide for not less than thirty (30) days' written notice prior to any cancellation or material adverse amendment of such policy. All such insurance policies shall be issued by an insurer authorized to insure in the State of Missouri and with an A.M. Best rating of A- or better. Lessor shall have the right to have the liability limits of Lessee's insurance carried hereunder increased every five (5) years to reflect an amount which a reasonably prudent landlord would require a tenant under a ground lease to carry at such time if such ground lease were first being entered into at such time.

7. INDEMNITY

Lessee shall indemnify, protect, defend, and hold Lessor, and its officers, employees, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney's fees, arising from (i) any condition of the Leased Premises; (ii) any breach or default on the part of Lessee under this Lease; (iii) any act of negligence, omission, or willful conduct of Lessee or any subtenant of Lessee (or any other party holding under the Lessee); or (iiiiv) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons,

occurring or allegedly occurring in, on or about the Leased Premises during the Term of this Lease; and Lessee shall defend Lessor in any action or proceeding brought in connection with any of the foregoing. The foregoing indemnity and obligation to defend shall not apply to claims resulting from the gross negligence or willful misconduct of Lessor.

8. ALTERATIONS

During the Term of this Lease, Lessee may erect any buildings or other improvements on the Leased Premises consistent with the terms of the Development Agreement, including the "Projects" defined therein. Lessee may make such other or additional improvements as are consistent with the Development Agreement. All alterations, additions, buildings, improvements, and other installations of Lessee of any kind shall comply with applicable laws, regulations, ordinances (including Lessee's ordinances), the Development Agreement, and private restrictions and agreements of record. Lessee shall not remove or demolish any Projects which the Development Agreement prohibits the removal or demolition of.

9. CASUALTY LOSS

If the building or other improvements located on the Leased Premises should be damaged by fire or other casualty so that in the reasonable judgment of Lessee the business conducted on the Leased Premises could not be conducted in a normal manner until the building or improvements are repaired or reconstructed, then Lessee may, at its option, either (A) repair or reconstruct the buildings or improvements, or (B) within ninety (90) days after the date of the fire or other casualty terminate this Lease by written notice to Lessor and return possession of the Leased Premises to Lessor with all buildings removed from the surface of the Leased Premises, all foundations removed, and the Leased Premises returned to a landscaped lot. In the event Lessee elects to repair or reconstruct the buildings or improvements, then this Lease shall continue in force and effect without abatement of rent.

If the building or other improvements located on the Leased Premises should be damaged by fire or other casualty but the damage is sufficiently limited that in the reasonable judgment of Lessee the business conducted on the Leased Premises can continue to be conducted in a normal manner while the buildings and improvements are being repaired, then Lessee shall repair the buildings or improvements and this Lease shall continue in full force and effect.

In the event Lessee elects to terminate this Lease as provided above, all available insurance proceeds shall be allocated in the following order: (a) to pay for cost of demolition and restoration of the Leased Premises to a landscaped lot and to reimburse Lessor for the losses attributable to its personal property, trade fixtures, equipment, and non-building improvements, if any, on the Leased Premises (b) to pay any Mortgage Lender of Lessee for the release of the Leasehold Mortgage lien on the Leased Premises for the original construction costs of Lessee's improvements, (c) to pay Lessor for the remaining non-depreciated value of Lessee's improvements based upon a 39 year amortization period, and (d) any remaining proceeds to Lessor.

Notwithstanding anything in this Lease to the contrary, in the event that the Development Agreement requires the restoration or replacement of any building or improvements, Lessee shall

have no right to terminate this Lease and shall instead, cause such building or improvements to be restored or replaced. In no event shall the occurrence of any casualty give Lessee the right to withhold or abate payment of the Rent due hereunder (or any other amount due from Lessee hereunder), and Lessee hereby waives the benefit of any statute which could give Lessee the right to do the same.

10. LIENS PERMITTED

A. Security Interest in Fixtures Permitted

Lessee shall have the right at any time to grant a security interest in any personal property owned by Lessee, and installed or kept on the Leased Premises. Lessor hereby consents to any such security interest and disclaims any interest of any kind, whether contractual or statutory, in the personal property. Lessor agrees that it will within ten (10) days after any written request by Lessee confirm the foregoing consent and disclaimer in writing. In the event of a default in the payment of any indebtedness owing by Lessee to a secured party in the personal property or in the performance of any of the terms and conditions of any security instrument or any extensions or renewals thereof, or if such secured party deems it necessary to protect its interests, such secured party, its agents or assigns may, within a reasonable time (not exceeding thirty (30) days) after the secured party declares the default and provides written notice of such default to Lessor, enter upon the Leased Premises and take possession of and remove the personal property or any part thereof in accordance with the terms and conditions of the security agreement with Lessee, free and clear of any claim, lien or other encumbrance by Lessor. In connection with, and as a condition to such removal, the secured party shall, at its cost and expense, promptly repair any damage to the Leased Premises caused by such removal.

B. Leasehold Mortgages Permitted

Lessee may at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created hereby by way of a leasehold mortgage or a leasehold deed of trust (a "**Leasehold Mortgage**"). Lessee may, at any time, give to Lessor a notice (hereinafter referred to as a "**Mortgage Notice**") containing the name and address of the mortgagee or beneficiary of such Leasehold Mortgage (hereinafter referred to as a "**Mortgage Lender**"). No Leasehold Mortgage shall encumber, or purport to encumber, the interest of the Lessor in the Leased Premises.

Provided that Lessee has given Lessor a Mortgage Notice, whenever Lessor shall give any notice to Lessee pursuant to this Lease, Lessor shall also give to any Mortgage Lender at the address of such Mortgage Lender, a duplicate copy of such notice. The address of the Mortgage Lender shall be the address specified in the Mortgage Notice unless changed by subsequent written notice given by the Mortgage Lender to Lessor. Any Mortgage Lender shall have the right, but not the obligation, to cure any Event of Default hereunder by the Lessee within the same cure period, if any, afforded Lessee hereunder; provided, however, that if possession of the leasehold estate of Lessee is required to effect such a cure, a Mortgage Lender shall have such additional and reasonable time necessary to foreclose its Leasehold Mortgage or otherwise obtain

possession or control of the leasehold estate and to effect such cure not to exceed, however, an additional 120 days. A Mortgage Lender may, at any time permitted under its loan documents, foreclose or otherwise realize upon its lien on the leasehold estate created hereby, and Lessor will recognize the person, firm or corporation acquiring the leasehold estate created hereby as the lessee hereunder with all of the rights and estate of Lessee, provided such person, firm or corporation agrees to assume and be bound by all of the terms, covenants and conditions hereof, and shall further be subject to the terms and conditions of the Development Agreement.

11. LIENS NOT PERMITTED

Lessee shall not, at any time, suffer or permit the attachment to the Leased Premises of any lien for work done or materials furnished in connection with the improvement, maintenance, repair, or alteration of the Leased Premises by Lessee or for Lessee. If any such lien attaches to the Leased Premises and is not discharged or released within sixty (60) days from the date of receipt by Lessee of written notice of same by Lessor, Lessor may, at its option, pay to the lien claimant the amount of such lien and notify Lessee of such payment, in which event such amount shall be immediately due and payable by Lessee and shall bear interest at the rate of twelve percent (12%) per annum (the "**Default Rate**"); provided, however, that if Lessee desires to contest said lien, Lessee shall furnish to Lessor a bond written by a surety company licensed to do business in the state in which the Leased Premises is located or other security reasonably satisfactory to Lessor for an amount of at least equal to 150% of the amount of the lien for the Lessor's protection against all loss or expense on account of such asserted lien during the period of contest.

12. USE AND OCCUPANCY

Lessee shall use and occupy the Leased Premises in compliance with all applicable laws and ordinances (including the zoning and building ordinances of the Lessor), and in compliance with the terms of the Development Agreement. Lessee shall not commit, or allow others to commit, any waste to the Leased Premises. Lessee shall not permit any part of the Leased Premises to be operated for any public or private nuisance (including for the generation of light pollution, loud noises, or unpleasant odors). Lessee's use of the Leased Premises shall, without limitation, comply with all accessibility laws such as the Americans with Disabilities Act. If the Leased Premises is encumbered by any private restrictions or agreements, Lessee's use shall also comply with the same.

Lessee covenants and agrees that, at Lessee's sole cost and expense, it shall keep and maintain the Leased Premises and all improvements thereon in good condition and repair and in compliance with applicable laws, rules, and regulations affecting the Leased Premises, including Lessor's property code and building code. Lessee's obligations under this paragraph include the obligations to keep the Leased Premises and improvements thereon in a neat and sanitary condition, free of trash and debris, to mow the grass and maintain the landscaping on the Leased Premises, to keep the exteriors of all buildings and other improvements in good and attractive condition, to maintain, repair, and, if necessary, replace all sidewalks and parking areas on the Leased Premises (including patching and striping), and to remove all ice and snow which may accumulate from time to time on the paved and improved areas of the Leased Premises.

13. SURRENDER OF THE LEASED PREMISES; TITLE TO BUILDINGS AND IMPROVEMENTS; DEMOLITION FUND

Lessee will deliver up and surrender possession of the Leased Premises to Lessor upon the expiration of the Term of this Lease or its earlier termination in any way, in good condition, reasonable wear and tear, casualty and condemnation excepted, provided, however, that Lessee shall have the right to remove all of Lessee's personal property therefrom. Lessee shall repair any damage to the Leased Premises or any improvements thereon caused by the removal of such personal property.

Title to the buildings and all other improvements on the Leased Premises, and any repairs, alterations, additions or improvements to said building or improvements, shall be vested in and remain in Lessee's name at all times during the Term of this Lease. Upon the expiration of this Lease, any extension or renewal hereof, or its termination in any way, title to the buildings and any improvements shall automatically pass to and become vested in Lessor, and Lessee shall, upon request of Lessor, execute such quit-claim deed, bill of sale or assignment as may be necessary to evidence the transfer of such title to Lessor.

14. INTENTIONALLY DELETED

14.15. MAINTENANCE ESCROW FUND

In addition to all other payments made by Lessee under this Lease, including Rent and ~~payments to the Demolition Fund~~, Lessee shall, commencing with July 1 of the first full Lease Year and on July 1 of each Lease Year thereafter, make payments to an escrow fund to be held by Lessor (the "**Escrow Fund**"), the purpose of which is to provide funds for capital improvements, replacements, maintenance, and (i) capital improvements, replacements, and maintenance, (ii) a fund for the demolition of improvements erected by Lessee on the Leased Premises at the expiration of the Term or earlier termination of this Lease (in the event that Lessor, in its sole discretion, determines to demolish such improvements), including removals, clean-up and site restoration, and (iii) to protect Lessor against costs incurred by Lessor due to a breach of this Lease by Lessee (including costs to clean up and restore the Leased Premises). The Escrow Fund shall not be a limitation of damages payable as a result of an Event of Default hereunder or other breach of this Lease by the Lessee, nor shall the Escrow Fund be deemed to be a security deposit or similar deposit. On or before March 1 of each Lease Year, Lessor and Lessee shall meet and shall work in good faith to determine a mutually acceptable estimate for Lessee's annual contribution to be made to the Escrow Fund for such Lease Year; if the parties are unable to agree to a mutually acceptable estimate on or before May 1 of such Lease Year, then Lessor shall have the right to notify Lessee of its reasonable estimate for the annual contribution in writing on or before June 1 of such Lease Year, and Lessor's estimate shall be binding on the parties. Lessee shall pay such contribution on or before July 1 of such Lease Year without any setoff, abatement, counterclaim or deduction whatsoever. Lessor shall hold the Escrow Fund in an account controlled by Lessor; any interest on the Escrow Fund shall be retained by Lessor as Lessor's sole property.

During the Term of the Lease, Lessee may request in writing disbursements from the Escrow Fund for capital improvements, replacement, and maintenance of the buildings and other

improvements erected by Lessee on the Leased Premises. Any requested disbursement shall specify the amount and purpose of such disbursement. Lessor shall use its reasonable judgment in determining whether to release funds from the Escrow Fund in connection with the requested disbursement; in making such determination, Lessee agrees that Lessor may consider the need to retain funds in the Escrow Fund for future capital improvements, replacement, and maintenance and, the costs to demolish and remove any improvements on the Leased Premises at the expiration of the Term or earlier termination of this Lease, and the need to protect Lessor against costs incurred by Lessor due to a breach of this Lease by Lessee. Lessor shall review and respond in writing to the requested disbursement within thirty (30) days of receipt of the request, Lessor's response to include the amount approved for release from the Escrow Fund and for what purpose or purposes it is being released. Lessor's decision not to release funds from the Escrow Fund (or not to release the entire requested amount) shall not excuse any obligation of Lessee to maintain the Leased Premises in the condition required by this Lease or the Development Agreement, nor shall the existence of the Escrow Fund relieve Lessee of any of its obligations under this Lease.

15.16. DEFAULT BY LESSEE

The following events shall constitute an event of default of Lessee ("**Event of Default**") hereunder:

(a) Lessee's failure to pay any installment of Rent or any other sum due Lessor hereunder within twenty (20) days of the date payment is due; or

(b) Lessee's failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on Lessee's part to be observed or performed, if such failure shall continue for thirty (30) days after Lessor has given Lessee written notice specifying the nature of such failure (provided, however, if the cure of such failure shall reasonably require more than thirty (30) days to complete, Lessee shall have such additional and reasonable time necessary to complete the cure of the same, not to exceed one hundred twenty (120) days in total, so long as Lessee commences such cure within the original thirty (30) day period and diligently pursues the same); or

(c) Lessee shall fail to pay its debts as they become due or become insolvent, or Lessee shall make an assignment in fraud of its creditors, or Lessee shall make an assignment for the benefit of its creditors of Lessee's assets or Lessee's interest in this Lease, or if a petition in bankruptcy is filed by Lessee; or

(d) Lessee's creditors shall file a petition in bankruptcy against the Lessee, or Lessee shall have a receiver appointed for Lessee and its assets, and such bankruptcy petition or receiver is not dismissed within sixty (60) days of filing or appointment; or

(e) Except for the refurbishing and remodeling of Lessee's improvements on the Leased Premises (which shall not exceed ninety (90) days), the buildings or improvements constructed by Lessee shall cease to be open to the public for a period of ten (10) consecutive business days.

Upon the occurrence of any such Event of Default, Lessor shall have the option to pursue any one or more of the following remedies (as well as any other remedies at law, in equity or by statute) without any notice or demand whatsoever:

1. Lessor may terminate this Lease, in which event Lessor may immediately repossess the Leased Premises, including all buildings and improvements thereon, and be entitled to recover sums or damages for which Lessee may be adjudged legally liable to Lessor. Lessee shall thereupon surrender possession and vacate the Leased Premises, including all buildings and improvements thereon, immediately, and deliver possession thereof to Lessor, and hereby grants to Lessor the full right to enter into and upon the Leased Premises in such event, with or without process of law, and repossess the Leased Premises and to expel or remove Lessee and any others who may be occupying the Leased Premises and to remove any and all property therefrom, without such entry constituting a trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's right to collect any Rent or any other amount that may be or become due hereunder, or any other right to which Lessor may be entitled under this Lease or by operation of law.

2. Lessor may terminate Lessee's right of possession and may repossess the Leased Premises, including all buildings and improvements thereon, without terminating this Lease, in which event Lessor may, at Lessor's option, enter into the Leased Premises, including all buildings and improvements thereon, remove property, and take and hold possession, all as provided above, without terminating this Lease or releasing Lessee, in whole or in part, from Lessee's obligation to pay Rent and other amounts due hereunder for the full Term. Upon and after entry into possession without termination of this Lease, Lessor shall use reasonable efforts to re-let the Leased Premises, including all buildings and improvements thereon, or any part thereof for the account of Lessee to any person for such rent, for such period (including periods extending beyond the Term of this Lease) and upon such terms as Lessor shall determine to be commercially reasonable. In any such case, Lessor may make such reasonable repairs, improvements, and alterations to the Leased Premises, including all buildings and improvements thereon, as deemed by Lessor to be appropriate in order to facilitate re-letting of the Leased Premises. All reasonable costs of Lessor's repairs, improvements, and alterations, and Lessor's expenses of retaking possession, removing property, and of re-letting, including legal fees and any lease commissions, shall be charged against the rents collected on any re-letting of the Leased Premises. If the rents collected by Lessor upon any such re-letting for Lessee's account, after payment of the foregoing expenses, are not sufficient to pay the full amount of the Rent and other amounts reserved in this Lease as they become due, Lessee shall pay to Lessor the amount of the deficiency each month upon demand. In the event the rents collected by Lessor upon any such re-letting for Lessee's account, after payment of the foregoing expenses, exceed the full amount of the Rent and other amounts reserved in this Lease as they become due, all of such excess shall be retained by Lessor, and Lessee shall have no interest in such excess.

3. If Lessor elects to terminate this Lease as above provided (and Lessor may elect to terminate this Lease at any time after an Event of Default, even after and notwithstanding Lessor's prior election to terminate Lessee's right to possession only as provided above), Lessor shall, upon such termination, be entitled to recover as damages, and not as a penalty, in addition to all damages sustained for the period prior to termination of this Lease, an amount equal to the then present value of the Rent and all other amounts payable hereunder for the remainder of the

Term of this Lease, less the then present reasonable rental value of the Leased Premises for the remainder of the Term. The present reasonable rental value of the Leased Premises shall be determined according to the actual rental rate at which the Leased Premises shall have been re-let (less all expenses described above), if the Leased Premises shall have been re-let at the time the determination is made, or which shall be determined according to expert opinion of the rental rate at which the Leased Premises can be re-let within a reasonable time and reasonable re-letting expenses, if the Leased Premises shall not then have been re-let.

4. Lessor may make such repairs, obtain insurance and otherwise pay or perform any obligation of Lessee hereunder, in which case, Lessee shall promptly reimburse Lessor for all amounts so expended by Lessor together with interest thereon at the Default Rate, or at the highest lawful rate, whichever is less, all of which shall constitute Additional Rent hereunder. Nothing herein shall impose any duty on the part of Lessor to do any such work or pay any such expense which Lessee may be required to perform or pay, nor shall it constitute a waiver of Lessee's default in failing to do or pay the same.

5. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

6. Lessor shall at all times have the right to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and (ii) sue for and collect any unpaid Rent which has accrued.

16.17. QUIET ENJOYMENT

Lessor hereby covenants and agrees that if Lessee shall not then be in default beyond any period for the cure thereof, Lessee shall, at all times during the Term, have peaceable and quiet enjoyment and possession of the Leased Premises without any manner of molestation or hindrance from Lessor or any other person claiming by, through, or under Lessor.

17.18. RIGHT OF FIRST REFUSAL

During the Term of this Lease, Lessee shall have a right of first refusal to purchase the Leased Premises as set forth below. In the event that Lessor receives an Offer to purchase the Leased Premises which Lessor intends to accept, prior to accepting the Offer, Lessor shall notify Lessee in writing of the receipt of such Offer, such notice to include a copy of the Offer, and Lessee shall have the right of first refusal to purchase the Leased Premises on the terms and conditions set forth in such Offer. Lessee shall have ten (10) business days from receipt of the copy of the Offer from Lessor to notify Lessor in writing whether Lessee desires to purchase the Leased Premises pursuant to such Offer. If Lessee notifies Lessor that Lessee desires to purchase the Leased Premises pursuant to such Offer, Lessor and Lessee shall enter into a sale contract for the Leased Premises, the terms of such contract to be materially the same as set forth in the Offer. If Lessor notifies Lessor that Lessee does not desire to purchase the Leased Premises pursuant to such Offer, or if Lessee fails to respond to the Offer within ten (10)

business days of receipt of the Offer from Lessor, then Lessor may proceed to sell the Leased Premises pursuant to such Offer. As used in this paragraph, an “Offer” means a good faith offer to purchase the Leased Premises by a third party, such offer to be evidenced by a sale contract or letter of intent containing all material terms for such purchase, including price, earnest money, financing terms, contingencies to closing, representations and warranties of the seller (if any), and the like.

18.19. APPROPRIATION

A. Eminent Domain of Substantially All of the Land

If during the Term of this Lease all or substantially all of the Leased Premises is condemned by any authority having the power of eminent domain, either Lessor or Lessee may terminate this Lease by notice to the other given no later than the date possession of all or substantially all of the Leased Premises is required to be surrendered to the condemning authority. For purposes of this Lease, the term “substantially all” shall be deemed to mean more than fifty percent (50%) of the Leased Premises or the square footage of the building on the Leased Premises. If this Lease is not terminated as provided herein then, upon such taking, Rent shall be reduced in the same proportion that the amount taken bears to the whole of the Leased Premises taken.

B. Eminent Domain of Less Than Substantially All

In the event less than substantially all of the Leased Premises is taken or condemned by any authority having the power of eminent domain, Lessee shall have the option to terminate this Lease in the event such taking either prohibits or substantially reduces or restricts access or parking for the Leased Premises. In the event Lessee terminates this Lease, it shall provide Lessor with thirty (30) days’ written notice and neither party shall have further obligations hereunder except to the extent of their respective rights to collect condemnation proceeds and participate in such proceedings. In the event Lessee elects not to terminate this Lease, the Rent shall be reduced in the same proportion that the amount taken bears to the whole of the Leased Premises. Notwithstanding anything in this paragraph to the contrary, Lessor and Lessee agree that a taking or condemnation of a portion of the Leased Premises to provide for roads, rights of way, or utility infrastructure and service related to the construction of the Development Project shall not give rise to a right for Lessee to terminate this Lease pursuant to the terms of this paragraph.

C. Application of Condemnation Proceeds

If any condemnation of the Leased Premises occurs, any condemnation awards (or any surplus after reconstruction) shall be apportioned between Lessor and Lessee, with Lessee to receive all proceeds for the unamortized value of Lessee’s buildings and improvements on the Leased Premises and Lessor to receive proceeds for the taking of the Leased Premises, together with such other proceeds to which they are entitled by applicable law. In any event, Lessee shall have no claim against Lessor or the condemning authority for the value of the unexpired Term (including renewals), and Lessor shall receive the full amount thereof, Lessee hereby waiving any right to any part thereof and assigning to Lessor its interest therein.

19.20. SUBORDINATION AND NON-DISTURBANCE

This Lease shall be subject and subordinate to the lien of any mortgage or deed of trust which presently exists or which Lessor may hereafter place upon the Leased Premises provided that (A) if there are no defaults hereunder on the part of Lessee beyond any applicable cure period (i) the right of possession of Lessee to the Leased Premises and Lessee's rights arising out of this Lease shall not be affected or disturbed by the mortgagee or trustee or beneficiary under the mortgage or deed of trust in the exercise of any of its rights under the mortgage, deed of trust or the notes secured thereby, and (ii) Lessee shall not in any foreclosure or other proceeding under the mortgage or deed of trust nor in any other way be deprived of its rights under this Lease, nor shall this Lease be terminated or affected by any foreclosure or sale or any proceeding under any mortgage or deed of trust; and (B) the mortgagee, trustee or beneficiary shall execute and deliver to Lessee a fully executed subordination, non-disturbance, and attornment agreement. Lessee shall attorn to any purchaser of the Leased Premises at any foreclosure sale.

20.21. ESTOPPEL INSTRUMENTS

At any time and from time to time upon the written request of either of the parties hereto or any Mortgage Lender, any lender or prospective lender of Lessor, or any prospective purchaser of Lessor's interest in the Leased Premises, Lessor or Lessee, as the case may be, shall, within fifteen (15) days following receipt of a request by the other, deliver to the party requesting the same a certificate stating (A) whether or not this Lease is in full force and effect, (B) whether or not any rights to renew the Term of this Lease have been exercised and the date on which this Lease will terminate, (C) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (D) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (E) the status of Rent payments and (F) any other facts regarding the operation of this Lease which the requesting party may reasonably request.

21.22. ACCESS TO PREMISES BY LESSOR; RETAINED RIGHTS OF LESSOR

Lessor shall have access to the Leased Premises at all reasonable hours during the Term for the purpose of examining the same; provided, however, that Lessor shall not unreasonably interfere in any way with the business of Lessee.

Lessor shall have the right to grant easements over and upon the Leased Premises so long as the same do not materially impair Lessee's rights hereunder, and Lessee shall join in the same if requested to do so by the Lessor.

22.23. ASSIGNMENT AND SUBLETTING BY LESSEE

Lessee shall not assign this Lease without the prior consent of Lessor. Lessee shall have the right to let, sublet, or underlet the whole or any part of the Leased Premises (an "Underlease") without Lessor's consent, provided Lessee remains liable on the Lease, and provided Lessor does not notify Lessor that such Underlease is not permissible because it would jeopardize the tax exempt status of the Certificates of Participation (as defined below). If Lessor notifies Lessee that such Underlease is not permissible because it would jeopardize the tax

exempt status of the Certificates of Participation, Lessee shall not enter into such Underlease. No such assignment or Underlease shall release Lessee from its obligations hereunder. In no event shall any assignment or Underlease be made by Lessee to any party in violation of the Development Agreement or applicable law (including Lessor's ordinances) or which would violate any of the private restrictions of record which now or hereafter restrict the use of the Leased Premises, including those identified on Exhibit C attached hereto and incorporated herein. All Underleases entered into by Lessor shall be subordinate to this Lease and shall provide that, at the option of Lessor, that such subtenants and sub-subtenants of Lessee shall attorn to Lessor as their sublandlord or sub-sublandlord, as applicable, on the same terms and conditions set forth in their Underlease.

Lessee acknowledges that all or a portion of the Leased Premises was acquired by Lessor using municipal funds and certain tax exempt certificates of participation issued by Lessor (the "**Certificates of Participation**"). Not later than twenty (20) days prior to the execution of any Underlease, Lessee shall provide the Lessor with a copy of the proposed Underlease, for Lessor's bond counsel to review to determine whether or not the proposed Underlease could jeopardize the tax exempt status of the Certificates of Participation. Lessor shall advise Lessee within ten (10) days of its receipt of the proposed Underlease whether or not the proposed Underlease would jeopardize the tax exempt status of the Certificates of Participation. Additionally, Lessee agrees that it is reasonable for Lessor to withhold its consent to any assignment of this Lease (or any interest therein) if Lessor's bond counsel advises that such assignment would jeopardize the tax exempt status of the Certificates of Participation.

23.24. NO OTHER WARRANTIES

Except as expressly provided otherwise herein, the Leased Premises are demised to Lessee, and Lessee accepts the Leased Premises, in their "AS IS, WHERE IS" condition and with all faults, including: (a) the physical condition of the Leased Premises; (b) all matters of record or otherwise disclosed herein affecting title to the Leased Premises; (c) all matters affecting the Leased Premises that would be disclosed by an accurate survey of the Leased Premises; and (d) zoning laws, ordinances, rules and regulations and other statutes, ordinances, laws, rules, regulations, and orders of any and all boards, bureaus, commissions, and bodies of any municipal, state, or federal government or agency thereof now having or hereafter acquiring jurisdiction of the Leased Premises or the use or improvement thereof. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS LEASE, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, IMPLIED OR EXPRESS, AS TO THE LEASED PREMISES, THE CONDITION OF THE LEASED PREMISES, LESSOR'S TITLE TO THE LEASED PREMISES, THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES (OR ANY PORTION OR COMPONENT THEREOF), THE SIZE OF THE LEASED PREMISES, THE SUITABILITY FOR ANY PROPOSED USE OF THE LEASED PREMISES, OR THE QUALITY OR ANY OTHER CHARACTERISTIC OF THE LEASED PREMISES WHATSOEVER. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES TO LESSEE REGARDING WHETHER ANY HAZARDOUS MATERIALS (AS DEFINED HEREIN) ARE PRESENT IN, ON, UNDER, OR ABOUT THE LEASED PREMISES OR WHETHER THE LEASED PREMISES HAVE EVER BEEN USED FOR THE MANUFACTURE, STORAGE, GENERATION, OR DISPOSAL OF HAZARDOUS MATERIALS. LESSEE REPRESENTS

AND WARRANTS TO LESSOR THAT LESSEE IS KNOWLEDGEABLE REGARDING THE DEVELOPMENT AND MANAGEMENT OF REAL ESTATE, AND THAT LESSEE HAS HAD AN OPPORTUNITY TO INVESTIGATE, AMONG OTHER THINGS, LESSOR'S TITLE TO THE LEASED PREMISES AND THE CONDITION OF THE LEASED PREMISES, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PREMISES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LEASE, LESSEE AGREES TO ACCEPT THE LEASED PREMISES IN THEIR "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. EXCEPT FOR THOSE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS LEASE, LESSEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY OF LESSOR WHATSOEVER. LESSEE REPRESENTS AND WARRANTS THAT LESSEE IS SATISFIED WITH CONDITION OF THE LEASED PREMISES AND THE STATE OF LESSOR'S TITLE THERETO.

24.25. HAZARDOUS MATERIALS

As used in this Lease, "**Hazardous Materials**" includes any and all of the following: flammable materials, explosives, lead, gasoline and petroleum products, material containing PCBs (polychlorinated biphenyls), radioactive materials, hazardous waste, medical waste, toxic substances, asbestos and asbestos containing materials, and all substances defined as hazardous materials, substances or waste under Environmental Laws. "**Environmental Laws**" means all federal, state or local laws, statutes, acts, ordinances, and all rules and regulations, schedules or appendices of hazardous materials and substances, judicial decisions and administrative decisions relating to the environment, hazardous substances, hazardous materials, air and water quality, and similar laws, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et. seq.), and the regulations adopted and publications promulgated pursuant thereto.

Except as otherwise expressly provided herein, Lessee shall not use or allow the Leased Premises to be used for, the release, storage, use, treatment, disposal or other handling of any Hazardous Materials or other hazardous substances. Lessee shall comply with all Environmental Laws governing the use, release, discharge, emission, or disposal of any Hazardous Materials or hazardous substances on the Leased Premises. Lessee covenants and agrees to indemnify, defend and hold Lessor harmless from and against any and all liens, claims, demands, judgments, damages, penalties, fines, costs, loss or expenses (including reasonable attorney, consultant and expert fees) that arise as a result of the use, presence, suspected presence or discharge of Hazardous Materials or toxic or hazardous substances from, on or in the Leased Premises first occurring during Lessee's possession of the Leased Premises, or which is otherwise caused by the act, neglect or willful misconduct of Lessee or Lessee's agents, employees, subtenants, sub-subtenants, licensees, invitees and contractors. Without limiting the generality of the foregoing, this indemnification by Lessee shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work resulting from the events indemnified against. Notwithstanding the foregoing, Lessor agrees that Lessee and its subtenants, sub-subtenants, licensees may use substances subject to regulation under Environmental Laws so long as: (i) the use of such substances is ordinary and customary in connection with the business

being operated on the Leased Premises (or such portion thereof); (ii) the use, storage, and disposal of such substances complies with Environmental Laws and the manufacturer's instructions for the same; and (iii) such substances are only stored on the Leased Premises in reasonable and customary quantities in connection with the business being operated on the Leased Premises. ~~Additionally, Lessor agrees that any doctor's offices or urgent care center located on the Leased Premises may generate medical waste so long as such medical waste is promptly disposed of in accordance with applicable laws, including Environmental Laws.~~

25.26. NON-WAIVER

The failure of Lessor or Lessee to enforce any of the rights given to it under this Lease by reason of the violation of any of the covenants in this Lease to be performed by Lessee or Lessor shall not be construed as a waiver of the rights of Lessor or Lessee to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to Lessor or Lessee by reason of the violation of any of the other covenants of this Lease.

26.27. HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease, then Lessee shall be deemed to be occupying the Leased Premises as a tenant from month to month at a rental equal to 150% of the Fixed Annual Rental for the last year of the Term (prorated on a monthly basis), plus all Additional Rent hereunder, and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable.

27.28. CONSTRUCTION OF LEASE

Wherever used herein, the words "**Lessor**" and "**Lessee**" shall be deemed to include the heirs, personal representatives, legal representatives, successors, subtenants, and assigns of said parties, unless the context excludes such construction.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, corporations, and other entities, including public bodies, as well as natural persons.

All references in this Lease to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

Whenever an item or items are listed after the words "include" or "including," such listing is not intended to be a listing that excludes items not listed.

Except as expressly provided in this Lease, (1) whenever the consent or approval of a party is required under this Lease, such consent or approval shall not be unreasonably withheld,

conditioned, or delayed, (2) where an act is to be performed to the satisfaction of a party, it shall be performed to such party's reasonable satisfaction, and (3) where a party is obligated to use its judgment or discretion, such judgment or discretion shall be reasonable.

28.29. INVALIDITY OF PROVISIONS

If any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

29.30. INJUNCTION

In addition to all other remedies, Lessor and Lessee are entitled to the restraint by injunction of all violations, actual, attempted or threatened of any covenant, condition or provision of this Lease.

30.31. BROKER

Lessor and Lessee represent that they have not dealt with any brokers who claim a commission hereunder. Lessor and Lessee both represent and warrant to one another that no real estate brokers or agents have been used or consulted in connection with the leasing of the Leased Premises.

31.32. SERVICE OF NOTICE

Any notice, demand, or other communication required by this Lease to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if (a) personally delivered, (b) sent via national overnight courier (e.g. Federal Express); or (c) mailed by certified United States first class mail, postage prepaid,

In the case of Lessor, to:

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator

With a copy/copies to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attn: Robert D. Klahr

The Graville Law Firm, LLC
130 South Bemiston Avenue
Suite 700

Clayton, Missouri 63105
Attn: Christopher Graville

In the case of Lessee, to:

Big Sports Properties, LLC
2675 Scott Ave, Suite G
St. Louis, Missouri 63103
Attn: Daniel Buck

With a copy to:

Van Osdol, P.C.
1000 Walnut Street, Suite 1500
Kansas City, Missouri 64106
Attn: Cheryl Boushka

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. Notices sent by personal delivery shall be deemed received on the date of delivery; notices sent by overnight delivery service shall be deemed received the next business day after the same has been deposited with the overnight carrier for next business day delivery; notice sent by certified mail shall be deemed received three business days after being deposited in the U.S. Mail. All postage or delivery charges shall be the responsibility of the sender of such notice. Refusal to accept delivery shall be deemed acceptance of delivery with the date of refusal being the date of receipt of the notice.

32.33. SURVIVAL OF LEASE COVENANTS

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors or assigns, and shall run with the land.

33.34. EXAMINATION OF LEASE

Lessor and Lessee hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Lease. Should any provision of this Lease require judicial interpretation, it is agreed that any court interpreting this Lease shall not apply a presumption that the terms hereof should be construed more strictly against one party than the other by reason of the rule that a document is to be more strictly construed against the party who prepared the document or the initial draft of the document. Both parties acknowledge that this Lease is the product of extensive negotiations between the parties and that both parties have contributed substantially to the final preparation of the terms and provisions of this Lease. Typewritten or handwritten provisions inserted in this Lease and initialed by both parties, and any amendment or addenda initialed or signed by both parties, shall control in the event of any conflict or inconsistency with any other provisions of this Lease, and handwritten provisions initialed by both parties shall control over typewritten provisions. In the

event of any conflict between the terms of this Lease and the Development Agreement, the Development Agreement shall govern and control.

34.35. HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

35.36. COSTS AND ATTORNEYS' FEES

If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law).

36.37. APPLICABLE LAW; VENUE; JURY TRIAL

This Lease shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Lease shall be the Circuit Court of St. Louis County, Missouri, and each party agrees to waive any defense of an inconvenient forum. BY ENTERING INTO THIS LEASE, LESSOR AND LESSEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS LEASE.

37.38. NO PARTNERSHIP OR JOINT VENTURE

Lessor shall not, by virtue of this Lease, in any way or for any purpose, be deemed to be a partner of Lessee in the conduct of Lessee's business upon, within or from the Leased Premises or otherwise, or a joint venturer or a member of a joint enterprise with Lessee.

38.39. FORCE MAJEURE

Unless otherwise expressly provided in this Lease, a party shall not be liable to the other party for delays or failures in performance of any of its obligations under this Lease because of any delay caused by Force Majeure. "**Force Majeure**" includes for purposes of this Lease, orders of any kind of any court or governmental body, strikes, lockouts, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, unusually adverse weather conditions, unusually wet soil conditions, civil war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, wrongful refusal or failure to issue any necessary permits or legal authorization by any governmental entity, shortage or delay in shipment of material or fuel, or other causes beyond the responsible party's reasonable control. If a delay or failure of performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure event. Nothing in this paragraph shall excuse the obligation of either party to make monetary payments, including,

without limitation, the payment of Rent by Lessee or payments to be made by Lessee to the Demolition Fund or Escrow Fund, in a timely manner.

39.40. NO THIRD PARTY BENEFICIARIES

The provisions of this Lease are for the benefit of Lessee or Lessor, and no other parties shall have any right or claim against Lessee or Lessor by reason of this Lease or be entitled to benefit therefrom or to enforce any of the provisions thereof.

40.41. TIME FRAMES

If any date hereunder falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended until the next following business day. For purpose of this Lease, Saturday is not a "business day".

41.42. ENTIRE AGREEMENT

The Development Agreement and this Lease contains the entire agreement of Lessor and Lessee with respect to the lease of the Leased Premises, and all prior negotiations, representations and understandings (except for those in the Development Agreement) are merged into this Lease. Any agreement hereafter made shall be ineffective to change, modify or discharge this Lease in whole or in part unless such agreement is in writing and signed by a duly authorized officer or person on behalf of the party against whom enforcement of the change, modification or discharge is sought. This Lease may be executed in more than one counterpart, and each counterpart shall constitute an original.

42.43. RECORDING

Lessee shall not record this Lease. Lessor and Lessee agree to provide notice of this Lease by executing and recording the Memorandum of Ground Lease attached hereto as **Exhibit D**. Lessee shall pay for the costs of recording the Memorandum of Ground Lease. Upon termination of this Lease for any reason, Lessor and Lessee agree to execute a recordable instrument confirming and memorializing the termination of this Lease. Lessee hereby grants Lessor a power of attorney (which power is hereby coupled with an interest and is irrevocable) and appoints Lessor its attorney-in-fact to execute and record such document or documents as may be reasonably necessary to confirm and memorialize the termination of this Lease and release and terminate the Memorandum of Ground Lease of record if Lessee fails to execute and deliver to Lessor such instruments required of Lessee in this paragraph within ten (10) days after Lessor's request therefor.

43.44. AUTHORITY

By execution of this Lease, the undersigned, signing on behalf of Lessee, hereby represents and warrants that (i) this Lease has been duly authorized and executed on behalf of Lessee and constitutes a valid and binding agreement of Lessee; (ii) Lessee has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement or encumbrance to which Lessee is a party or by which Lessee is bound; (iii) Lessee now has, and on the Commencement

Date will have, full right and authority to execute and deliver this Lease, and all documents and instruments required of it for the performance of this Lease; and (iv) Lessee is now, and on the Commencement Date will be, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

**44.45. LOCATION OF LEASED PREMISES WITHIN A COMMUNITY
IMPROVEMENT DISTRICT OR A TRANSPORTATION DEVELOPMENT
DISTRICT**

Lessee acknowledges that the Leased Premises is located in the Development Area (as defined in the Development Agreement). Under The Development Area and Leased Premises are located within the existing Chesterfield Valley Transportation Development District (the "CVTDD"). Lessee covenants and agrees to do all things necessary to comply with the requirements of the CVTDD, including the collection of any sales taxes or special assessments levied by the CVTDD. Additionally, under the Development Agreement, the Lessor has the right to form a transportation development district ("TDD") or a community improvement district ("CID") or both, and to cause the Leased Premises to be subject to, and located within, the boundaries of such TDD or CID. Lessee covenants and agrees to cooperate with the Lessor in the formation or creation of any CID or TDD or both, including, as applicable, voting in favor of the same, signing any petition to create the same, and filing any pleading supporting or agreeing to the creation of the same. Any CID or TDD having within its boundaries the Leased Premises shall have the right to impose, in accordance with applicable law, a sales tax (as used in this Lease, a "sales tax" includes any corresponding use tax) or special assessment, or both, in connection with payment for any project or improvements that a community improvement district may undertake (or may pay for) under Sections 67.1401 to 67.1571 RSMo (as amended from time to time, the "CID Act"), or any project or improvements that a transportation development district may undertake (or may pay for) under Sections 238.200 to 238.280 RSMo (as amended from time to time, the "TDD Act"). Lessee covenants and agrees to support and vote for the implementation of any such sales tax or special assessment. Additionally, assessments, and Lessee covenants and agrees to cause any tenants, subtenants, or other occupants of the Leased Premises to support and vote for the implementation of any such sales tax or special assessment and to collect the same. Specifically, and without limitation

Without limiting the obligations of the foregoing Lessee in this Section 45, Lessee covenants and agrees to include in any leases, ~~subleases, or other occupancy agreements~~ Underlease for any part of the Leased Premises a covenant on the part of any such tenant, subtenant, or other occupant to collect, report, and remit any such sales tax or special assessment imposed by the CVTDD, CID or TDD, or both ~~all of them~~, in accordance with applicable law, including the obligation to: execute a business registration form and return a copy to the City, which shall serve as notification to the City of the opening of a business that is subject to the sales tax to be levied by the CVTDD, CID or TDD (any such tax, as applicable, a "District Tax"); to assist the City or CVTDD, as applicable, in the collection and administration of the District Tax; separately identify and declare all District Tax originating with the CVTDD, CID or TDD; collect and remit the District Tax in accordance with applicable law and file all sales tax returns required by the State of Missouri in connection with the collection of sales and use taxes; upon written request of the City or CVTDD, supply or cause to be promptly supplied to the City or CVTDD, copies of sales tax returns filed with Missouri Department of Revenue

promptly after filing by Lessee; upon written request of the City or CVTDD, supply or cause to be promptly supplied to the City or CVTDD, copies of monthly invoices received for utility services provided to the Leased Premises including electric, natural gas, and telephone services; and, to designate sales subject to sales taxes pursuant to Chapter 144 RSMo, as amended, to be reported as originating from the Leased Premises to the fullest extent permitted by law.

45.46. LESSOR'S LIABILITY

The term "Lessor" as used in this Lease, as far as the covenants and agreements of Lessor in this Lease are concerned, shall be construed to mean only the holder or holders of Lessor's interest in the Leased Premises at the time in question. In the event of any transfer or transfers of Lessor's interest, other than a transfer for security prior to foreclosure thereof, so long as the assignee of the Lessor assumes and agrees to perform all of the liabilities and covenants of the Lessor hereunder thereafter arising, the Lessor herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, as to occurrences after the date of such transfer, from all duties and obligations relating to the performance of any covenants or agreements on the part of Lessor to be performed or observed after such transfer. It is the intent of this section that the provisions of this Lease shall be binding upon Lessor, its successors and assigns only during and in respect of their respective successive periods of ownership. In any event, and notwithstanding any other provision of this Lease, neither Lessor (including any successor lessor) nor any officer, official, director, manager, member, agent, partner, trustee, beneficiary, or employee thereof shall be liable in an individual or personal capacity for the performance or nonperformance of any agreement, covenant, or obligation of Lessor contained in this Lease, and Lessor's liability shall be limited to the value of Leased Premises in its then current condition.

46.47. EXHIBITS

Exhibits A through D (all of which are hereby incorporated herein by this reference), as follows:

Exhibit A	Leased Premises
Exhibit B	Confirmation of Ground Lease Term
Exhibit C	Restrictions on Use
Exhibit D	Memorandum of Ground Lease

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Ground Lease to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as of the Effective Date.

LESSOR:

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

Bob Nation, Mayor

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared **BOB NATION**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

LESSEE:

BIG SPORTS PROPERTIES, LLC

By: _____
Daniel Buck, _____,

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Daniel Buck, to me personally known, who, being by me duly sworn, did say that he is the _____ of BIG SPORTS PROPERTIES, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commission in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A

EXHIBIT B

CONFIRMATION OF GROUND LEASE TERM

THIS CONFIRMATION OF GROUND LEASE TERM is made this ____ day of _____, 20____, between **CITY OF CHESTERFIELD, MISSOURI** ("**Lessor**") and **BIG SPORTS PROPERTIES, LLC** ("**Lessee**").

Lessor and Lessee have entered into that certain Ground Lease dated _____, 2017 (the "**Ground Lease**") concerning certain real property described therein as the Leased Premises. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

Pursuant to the provisions of Section 3 of the Ground Lease, Lessor and Lessee, intending to be legally bound hereby, acknowledge and agree that the Commencement Date of the Ground Lease shall be the ____ day of _____, 20____, and that the last day of the Original Term of the Ground Lease is _____, 20____. As supplemented hereby, the Ground Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confirmation of Ground Lease Term, this ____ day of _____, 20____.

LESSOR:

CITY OF CHESTERFIELD, MISSOURI

LESSEE:

BIG SPORTS PROPERTIES, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT C

[To Come]

EXHIBIT D

Space Above for Recorder's Use Only

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is entered into as of the _____ day of _____, 20____ by and between by and between the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the "**Lessor**" or "**Grantor**") and **BIG SPORTS PROPERTIES, LLC**, a Missouri limited liability company, with an address of 2675 Scott Avenue, Suite G, St. Louis, Missouri 63103 (the "**Lessee**" or "**Grantee**").

RECITALS

Whereas, Lessor, and Lessee, and Big Sports Properties, LLC ("**Developer**") are parties to that certain Development Agreement dated _____, 2016 (the "**Development Agreement**"), notice of which has been given by recordation of the Development Agreement [that Memorandum of Development Agreement] recorded at Book _____, Page _____ of the Records of the St. Louis County, Missouri Recorder of Deeds' Office; and

WHEREAS, upon the satisfaction of certain conditions in the Development Agreement, Lessor and Lessee agreed to enter in that certain Ground Lease attached as an exhibit to the Development Agreement (the "**Ground Lease**"); and

WHEREAS, the conditions precedent to the execution of the Ground Lease have been satisfied, and Lessor and Lessee have entered into the Ground Lease, which Ground Lease pertains to the Leased Premises (as defined in the Ground Lease) and legally described on **Exhibit A** attached hereto and incorporated herein;

WHEREAS, Lessor and Lessee desire to provide notice of the Ground Lease as set forth in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in the Ground Lease, Lessor and Lessee agree and provide notice as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and accurate and are incorporated herein by reference to such recitals. Capitalized terms not defined in this Memorandum have the meaning ascribed to them in the Ground Lease.

2. Grant. Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises for the Term.

3. Term. Subject to earlier termination as provided in the Ground Lease, the Lease is for a term of fifty (50) years (the "**Term**"). The Lease commenced on _____, 20____ and expires at midnight on _____, 20____. The Lease will automatically renew for two renewal terms of ten (10) years unless either Lessor or Lessee opts to terminate the Lease at the end of the current term (be it the initial Term of 50 years or first renewal term of 10 years, as applicable) by written notice to the other not later than six months prior to the end of the then current term.

4. Right of First Refusal. Section 18 of the Lease contains a right of first refusal in favor of Lessee in the event that Lessor decides to sell the Leased Premises and receive an offer to purchase the Leased Premises that Lessor intends to accept.

5. Development Agreement; Termination. The Development Agreement contains additional terms that apply to the lease of the Leased Premises by Lessee. The termination of the Development Agreement shall automatically terminate the Ground Lease. Full copies of the Ground Lease and the Development Agreement may be inspected by interested parties at the offices of the Lessor.

6. Conflict. In the event of any conflict between the terms of this Memorandum and the terms of the Ground Lease, the terms of the Ground Lease shall govern and control.

[The remainder of this page is intentionally blank—signature pages follow.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum to be executed in their respective names and the Lessor has caused its seal to be affixed thereto, and attested as to the date first above written.

LESSOR/GRANTOR:

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

Bob Nation, Mayor

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared BOB NATION, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

LESSEE/GRANTEE:

BIG SPORTS PROPERTIES, LLC

By: _____
Daniel Buck, _____,

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Daniel Buck, to me personally known, who, being by me duly sworn, did say that he is the _____ of BIG SPORTS PROPERTIES, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commission in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A
Leased Premises

DEVELOPMENT AGREEMENT
BY AND BETWEEN THE
CITY OF CHESTERFIELD, MISSOURI,
AND
BIG SPORTS PROPERTIES, LLC
DATED AS OF
_____, 2017

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2017 (the “**Effective Date**”), by and between the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri (the “**City**”), and **BIG SPORTS PROPERTIES, LLC**, a Missouri limited liability company (“**Developer**”).

RECITALS

(As used in the Recitals, capitalized terms have the meaning given to them in Article I of this Agreement)

WHEREAS, the City owns certain real property legally described on **Exhibit A** attached hereto and incorporated herein (the “**City Owned Property**”) and depicted on the Project Site Plan;

WHEREAS, under the City Contract, the City has a contract to purchase certain additional property adjacent to the City Owned Property commonly known as 17795 North Outer Forty Road and legally described on **Exhibit B** attached hereto and incorporated herein (the “**City’s Property Under Contract**”), City’s Property Under Contract also being depicted on the Project Site Plan;

WHEREAS, Developer intends to undertake the Development Project, which Development Project may involve all or a portion of the City Owned Property or City’s Property Under Contract;

WHEREAS, in connection with the Development Project, Developer desires to enter into the Ground Lease with the City for the Leased Premises; and

WHEREAS, the City and the Developer desire to enter into this Agreement to provide for the construction of the Development Project and the lease of the Leased Premises on the terms set forth herein.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“**Affiliate**”: Any person or entity that is controlled by, is under common control with, or that controls a party to this Agreement. The term “control” shall mean the ownership of a majority of the equity or other ownership or membership interests or the possession of the power to direct the management or policy of such entity by any means.

“**Agreement**”: This Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“**Certificate of Substantial Completion**”: A document substantially in the form of **Exhibit C** attached hereto and incorporated by reference herein, delivered by the Developer to the City in

accordance with this Agreement and which, upon acceptance or deemed acceptance thereof, will evidence the substantial completion of the Work for a Project or the Site Work.

“CID”: Means a community improvement district created pursuant to Sections 67.1401 to 67.1571 RSMo (the **“CID Act”**).

“City”: The City of Chesterfield, Missouri, a city of the third class and political subdivision of the State of Missouri.

“City Attorney”: Armstrong Teasdale LLP or an attorney at law or firm of attorneys acceptable to the City and serving in such capacity at any time on behalf of the City, duly admitted to the practice of law before the highest court of the State of Missouri.

“City Contract”: That certain Real Estate Purchase Contract dated September 29, 2016 (and effective as of September 30, 2016) by and between the City and The Successful Investors, LLC, as amended from time to time.

“City Council”: The City Council of the City of Chesterfield, Missouri.

“Complex”: Means the City’s Chesterfield Valley Athletic Complex.

“Developer”: Big Sports Properties, LLC, a Missouri limited liability company, and its permitted successors or assigns.

“Developer’s Property”: An approximately _____ acre piece of ground which Developer has under contract with The Chesterfield Group, LLC, a Missouri limited liability company.

“Development Area”: An approximately _____ acre area within the City, depicted on the Project Site Plan and legally described on **Exhibit D**, upon which the Development Project is to be constructed.

“Development Project”: The development project for the Development Area depicted on the Project Site Plan and described in this Agreement, which includes the Projects and related improvements, and is commonly referred to as the “Chesterfield Dome Complex”.

“Education Center Project”: Means an education center of approximately up to 40,000 rentable square feet and to include a multi-media theater (the **“Education Center”**).

“Governmental Approvals”: All plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Development Project, as applicable.

“Ground Lease”: Means that certain Ground Lease attached to this Agreement as **Exhibit E** and incorporated herein by reference.

“Hotel”: Means a full service hotel with approximately 130 rooms.

“Leased Premises”: Means the land demised under the Ground Lease to Developer by the City.

“Municipal Code”: The Municipal Code of the City, as may be amended from time to time, including the City’s Unified Development Code.

“Parcel”: Any portion of the Development Area upon which one or more Project(s) are developed, as legally described in a Certificate of Substantial Completion pursuant hereto.

“Plans”: Plans, drawings, specifications, and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by Developer and, to the extent required pursuant to the zoning code, subdivision code or building code of the City, approved by the City in accordance with this Agreement.

“Project Site Plan”: The project site plan for the Development Project, attached as **Exhibit F** hereto.

“Projects”: Include, but are not limited to, the following:

- (a) The Sports Dome;
- (b) Education Center Project;
- (c) The Hotel;
- (d) Retail uses of approximately 30,000 rentable square feet, consisting of a sporting goods store, restaurants, and other eating establishments (the **“Ancillary Commercial Uses”**); and
- (e) Other commercial and retail uses that comply with the Municipal Code and planned district ordinances applicable to the Development Area and this Agreement.

“Recorder”: The Office of the Recorder of Deeds of St. Louis County, Missouri. Unless otherwise indicated to the contrary herein, all recording information or references (such as Book and Page references) are to the records of the Recorder.

“RSMo”: The Revised Statutes of the State of Missouri, as amended from time to time.

“Site Work”: Means all work to prepare the Development Area for the construction of the Development Project as depicted on the Project Site Plan, including site preparation, grading and other earthwork, the installation and construction of all utilities and utility extensions necessary for the Development Project, construction of storm water detention and drainage facilities, and the construction of roads and sidewalks, installation of all necessary public improvements, and other site improvements.

“Sports Dome”: A year round, indoor, weather resistant sports and recreation space, including a sports dome, with artificial turf, and which will offer a system that allows for various sports and activities to occur simultaneously and to accommodate multiple athletic uses. The Sports Dome will also include a fitness and exercise center, which fitness and exercise center is open to membership by all members of the public (provided that Developer or the operator of the fitness and exercise center may reserve a portion of the fitness and exercise center, not to exceed 1,000 square feet, for private use by teams or athletes competing at the Sports Dome or the Complex) (the **“Fitness Center”**).

“Substantial Completion” or **“Substantially Complete”** or **“Substantially Completed”**: The construction of the Work substantially in accordance with this Agreement, the Municipal Code, and applicable laws, for the Site Work or a particular Project or the Development Project as a whole, as applicable, as evidenced by the City’s acceptance of the Certificate of Substantial Completion described in Section 4.7 hereto.

“TDD”: Means a transportation development district created pursuant to Sections 238.200 to 238.280 RSMo (the **“TDD Act”**).

“Work”: All work necessary to prepare the Development Area and to construct the Development Project including, but not limited to: (1) the Site Work; (2) construction of the Projects and related improvements; and (3) all other work reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

ACCEPTANCE OF PROPOSAL; ACQUISITION OF CITY’S PROPERTY UNDER CONTRACT

Section 2.1. Developer Designation. The City hereby selects the Developer to perform the Work and to construct the Development Project as provided in this Agreement.

Section 2.2. Costs. Except as otherwise provided herein or in the Ground Lease, each party to this Agreement shall bear its own costs and expenses in connection with this Agreement and the Development Project. Notwithstanding anything to the contrary contained herein, the Developer has deposited the non-refundable sum of \$10,000 with the City on or about September 27, 2016 which the City may use, in its sole discretion, to defray costs incurred in connection with this Agreement, the Ground Lease, and the Development Project.

Section 2.3. Acquisition of City’s Property Under Contract. Subject to the City Contract, the decision of the City to proceed with the City Contract and close on the City’s purchase of City’s Property Under Contract is at the sole discretion and determination of the City. In the event that the City determines not to close under the City Contract and to acquire City’s Property Under Contract, then either Party to this Agreement may terminate this Agreement by written notice to the other, and thereafter, no Party shall have any further obligation to any other Party except as may expressly be provided in this Agreement. City has made no representations or warranties to the Developer that the City will close on the purchase of City’s Property Under Contract pursuant to the terms of the City Contract.

ARTICLE III

CREATION OF A COMMUNITY IMPROVEMENT DISTRICT OR A TRANSPORTATION DEVELOPMENT DISTRICT; DEVELOPER’S ECONOMIC INCENTIVES; EXISTING DISTRICT

Section 3.1. Creation of District or Districts. The City shall have the right, in its sole discretion, to create a CID or a TDD or both, the boundaries of which will include the Development Area, provided that, the City shall have the absolute right to include (or to cause to be included) additional property adjacent to the Development Area within the boundaries of any CID or TDD. Developer covenants and agrees to cooperate with the City in the formation or creation of any CID or TDD or both, including, as applicable, voting in favor of the same, signing any petition to create the same, and filing any pleading supporting or agreeing to the creation of the same. Additionally, in the event that Developer or any Affiliate is the fee owner of any property to be included in such CID or TDD, then Developer covenants and agrees on its behalf, and on behalf of any Affiliate, to cooperate in the creation of such CID or TDD and to cause such property to be included within the boundaries of such CID or TDD.

Section 3.2. Implementation of Sales Taxes or Special Assessments by CID or TDD. Any CID or TDD having within its boundaries the Development Area shall have the right to impose, in accordance with applicable law, a sales tax (as used in this Agreement, a “sales tax” includes any corresponding use tax) or special assessment, or both, in connection with payment for any project or

improvements that a community improvement district may undertake (or may pay for) under the CID Act or any project or improvements that a transportation development district may undertake (or may pay for) under the TDD Act. Developer covenants and agrees to support and vote for the implementation of any such sales tax or special assessment. Additionally, Developer covenants and agrees to cause any tenants, subtenants, or other occupants of the Development Area to support and vote for the implementation of any such sales tax or special assessment and to collect the same. Specifically, and without limitation of the foregoing, Developer, covenants and agrees to include in any leases, subleases, or other occupancy agreements for any property located in the Development Area a covenant on the part of any such tenant, subtenant, or other occupant to collect, report, and remit any such sales tax or special assessment imposed by the CID or TDD, or both, in accordance with applicable law.

Section 3.3. Control of Districts. Developer covenants and agrees that, at all times during the existence of the CID or TDD, subject to applicable law, the City shall have the right to appoint a majority of the directors of any board of directors of the CID or TDD, and Developer covenants and agrees to vote for any directors so proposed by the City. City agrees, however, to appoint one person designated by Developer to be the authorized representative of the City for the purpose of serving on the board of directors of the CID and one person designated by Developer to be the authorized representative of the City for the purpose of serving on the board of directors of the TDD.

Section 3.4. Economic Incentives. The Developer may seek economic incentives for the Development Project, including incentives for job creation. The City agrees to cooperate with the Developer in pursuing such incentives, provided, however, the City shall not be required to approve or pursue any incentives which would impose sales taxes or assessments against the Development Area over and above those imposed by the CID or TDD, nor shall the City be required to approve or pursue any tax abatement of the Development Area or any Projects.

Section 3.5. Existing District. The Development Area is located within the existing Chesterfield Valley Transportation Development District (the "CVTDD"). Developer covenants and agrees to do all things necessary to comply with the requirements of the CVTDD, including the collection of any sales taxes or special assessments levied by the CVTDD. Specifically, and without limitation of the foregoing, Developer covenants and agrees to include in any leases, subleases, or other occupancy agreements for any property located in the Development Area a covenant on the part of any such tenant, subtenant, or other occupant to collect, report, and remit any such sales tax or special assessment levied by the CVTDD in accordance with applicable law. No part of the Development Project is eligible for any funding by the CVTDD.

ARTICLE IV

CONSTRUCTION, COMPLETION, OPERATION AND MAINTENANCE OF THE DEVELOPMENT PROJECT

Section 4.1. Requirements of the Project; Milestones and Developer's Performance of the Work.

(a) *Description of Project and Commitments.* The City and the Developer agree that the Development Project must include at least the following, specific Projects: the Sports Dome; Education Center Project; the Hotel; and the Ancillary Commercial Uses.

(b) *Development Phase.* Commencing on the Effective Date, Developer, at its sole cost and expense, shall diligently pursue satisfaction of the following conditions:

- (i) Obtain commitments for financing the Development Project acceptable to the Developer (the “**Financing Commitment**”);
- (ii) Review the City’s title to the City Owned Property and City’s Property Under Contract, including obtaining title commitments and surveys of the same (and including satisfaction of any concerns with respect to access to the Development Area from public rights of way, including any necessary approvals by St. Louis County);
- (iii) Review and approval of the environmental conditions of the Development Area;
- (iv) Review and approval of the soil and subsurface conditions of the Development Area;
- (v) Obtain all Governmental Approvals for the Development Project (including any Army Corps of Engineers permits);
- (vi) Obtain the City’s approval of the public art feature for the Development Project;
- (vii) Identification of the property owned by the City which is to be subject to the Ground Lease as the Leased Premises thereunder;
- (viii) Submission to, and approvable by, the City of the final Project Site Plan, in conformance with the provisions of Section 4.3 below; and
- (ix) Submission to, and approval by, the City of all Governmental Approvals for the final Project Site Plan submitted in conformance with the provisions of Section 4.3 below.

Notwithstanding anything above, the Financing Commitment and proposed Leased Premises shall also be satisfactory to the City in the City’s judgment and are subject to the further approval by the City as set forth below. Developer shall provide the Financing Commitment to the City for City’s review and approval not later than November 1, 2017. If Developer does not provide the Financing Commitment to the City on or before such date, Developer shall be deemed to have opted to terminate this Agreement. City shall promptly review the Financing Commitment delivered by Developer, and if the same is satisfactory to the City, the City will notify Developer in writing of the same. If the Financing Commitment is unsatisfactory to the City, the City will notify Developer in writing of the same, and such notification shall be deemed to be a termination of this Agreement. The condition provided for in Section 4.1(b)(i) (the Financing Commitment) is to be satisfied on or before the dates set forth in this paragraph.

The City will provide copies of any existing surveys, environmental studies, and other reports with respect to the Development Area to the Developer within 10 days of the Effective Date of this Agreement to the extent that any of the same are in the actual possession of the City. To the extent that access to any property owned by the City is necessary to satisfy the foregoing conditions, the City shall provide reasonable access to the Developer to do so, including access for the purpose of surveying and performing inspections and studies (including environmental inspections and geotechnical inspections); provided, however, Developer shall not make any borings, drillings or other invasive tests or investigations without City’s prior written approval. Developer will coordinate all access to any such City owned property with the City. Developer agrees to hold City harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including reasonable attorneys’ fees, which arise as a result of such access, surveys, inspections, studies and testing on the City-owned property by Developer or any of its contractors, agents or representatives. City may condition any access to City-owned property upon proof that Developer or its contractors, agents, or representatives are carrying

liability and other insurance in amounts reasonably satisfactory to the City in the City's discretion. Developer agrees to restore any property to the condition it was in prior to such access, surveys, inspections, studies and testing, and further, Developer agrees to repair any damage caused by such access, surveys, inspections, studies and testing. Developer shall pay for all labor, services and materials used by Developer or furnished at its request, and Developer shall not permit any mechanic's or other liens to be asserted against any property owned by the City. Developer shall hold harmless and defend City against any such lien resulting from its review of such property. Developer covenants and agrees to minimize any interference with the use of such property by the City while Developer or its contractors, agents, or representatives are present on the property.

Except for the condition in Section 4.1(b)(i), which shall be satisfied by the Developer by the time set forth above, the conditions in Section 4.1(b) shall be satisfied by the Developer on or before that date which is 18 months from the Effective Date of this Agreement (the "**Development Phase Deadline**"). On or before the Development Phase Deadline, the Developer shall provide City with a written notice notifying the City that the foregoing conditions have been satisfied to Developer's satisfaction, such written notice to be accompanied by, if not already agreed to by the City or approved of by the City, the proposed Leased Premises for the Ground Lease (the "**Waiver Notice**"). City shall have thirty (30) days to review the Waiver Notice, and, unless City has already agreed to or approved of the proposed Leased Premises for the Ground Lease, within such thirty (30) day period, City may notify Developer that City is terminating this Agreement because the proposed Leased Premises for the Ground Lease is unsatisfactory to the City. If Developer fails to give the Waiver Notice by the time required above, this Agreement shall terminate. Additionally, on or before the Development Phase Deadline, the Developer may notify the City in writing that Developer is unable to satisfy the conditions set forth above and is terminating this Agreement.

(c) *Construction of the Site Work and the Projects.* Provided, that this Agreement has not been terminated as provided above in Section 4.1(b), the Developer shall proceed to construct the Development Project within the timeframes set forth below. Developer shall complete all Work necessary for the Development Project at Developer's sole cost and expense, and without any obligation of the City to contribute to the costs thereof. All Work shall be completed in a good and workmanlike manner in accordance with the Plans therefor, and in compliance with all applicable laws, regulations, codes, and ordinances, including the Municipal Code.

(i) Developer shall commence construction of the Site Work on or before **September 1, 2018** and achieve Substantial Completion of the Site Work on before **June 30, 2019**. Within one hundred twenty (120) days from the City's approval of the Financing Commitment, City shall have removed from all City Owned Property in the Development Area all trees and debris which would hinder the Site Work and construction of the Development Project. Developer shall have a license to enter property owned by the City within the Development Area (the "**Licensed Area**") to construct the Site Work, such license to be on the following terms and conditions:

A. The Developer shall keep the Licensed Area in a clean and orderly condition, free from accumulation of trash and debris.

B. The Developer shall construct the Site Work in accordance with all applicable laws, including the Municipal Code.

C. Prior to entering into the Licensed Area, Developer shall comply with the insurance requirements of Section 5.5(b) of this Agreement.

D. The City retains the right to use the Licensed Area for any use that would not unreasonably interfere with the construction of the Site Work by the Developer.

E. The Developer shall only use the Licensed Area for the construction of the Site Work and Developer shall comply with all reasonable instructions of the City regarding construction of the Site Work.

F. Developer shall comply with all other provisions of this Agreement regarding construction of Work, including complying with any requirement of the Municipal Code to enter into an escrow agreement and provide a bond, letter of credit, or other surety satisfactory to the City to guaranty satisfactory completion of the Site Work.

G. Developer shall not permit any lien for work, design, or materials of any kind to be asserted against the Licensed Area arising out of the Site Work, and Developer shall indemnify and hold the City harmless from and against any such lien claims.

H. Developer shall indemnify, hold harmless and defend the City from and against any and all claims, actions, suits, cross-claims, counterclaims, third party actions, damages, liabilities and expenses in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of the use by the Developer or its agents or contractors, of the Licensed Area or any part thereof (including any construction of the Site Work by Developer or its contractors) or occasioned wholly or in part by any act or omission of the Developer or its agents or contractors. In case the City shall be made a party to any action or proceeding commenced by or against the Developer or its agents or contractors in connection with the Licensed Area, the Developer agrees to protect and hold City harmless and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by City in connection with such action or proceeding.

I. Any termination of this Agreement will terminate the license provided herein to Developer.

(ii) After Substantial Completion of the Site Work and execution of the Ground Lease, Developer shall commence construction of the Sports Dome, the Hotel, and the Education Center Project, such construction to commence not later than **24 months from the Effective Date**, and Developer shall achieve Substantial Completion of the Sports Dome, the Hotel, and the Education Center Project on before that date which is **36 months from the Effective Date**.

(iii) After Substantial Completion of the Site Work and execution of the Ground Lease, Developer shall commence construction of any other Project not listed above on or before that date which is **72 months from the Effective Date**, and Developer shall achieve Substantial Completion of such other Projects not listed above on before that date which is **84 months from the Effective Date**.

In no event shall any condition of Force Majeure extend the time for Developer to commence the Site Work or any Project by more than 12 months; in no event shall any condition of Force Majeure extend the time for Developer to achieve Substantial Completion of the Site Work or any Project by more than 12 months.

NOTWITHSTANDING ANY CONTRARY PROVISIONS IN THIS AGREEMENT, IF THE DEVELOPER HAS NOT COMPLETED THE ACTIVITIES REFERENCED IN THIS SECTION 4.1(c) WITHIN THE APPLICABLE TIME PERIODS DESCRIBED ABOVE, THEN THE CITY MAY

TERMINATE THIS AGREEMENT UPON THIRTY (30) DAYS' WRITTEN NOTICE TO THE DEVELOPER. TERMINATION OF THIS AGREEMENT SHALL ALSO WORK A TERMINATION OF THE GROUND LEASE.

(d) *Cooperation of City Concerning Easements and Parking.* The City shall, at no cost to the City, cooperate with the Developer in obtaining any necessary utility easements for the construction of the Development Project, including the granting by the City of utility easements to the appropriate utility provider of easements in the property owned by the City in the Development Area (or, if reasonably necessary for the construction of the Development Project, in other property owned by the City), so long as such utility easements are on terms reasonably acceptable to the City, including the repair and restoration obligations of the utility providers. Additionally, the City and the Developer agree to cooperate to provide parking during construction on adjacent property owned by the City.

(e) *Ground Lease; Execution of Ground Lease.* All or a portion of the City Owned Property was acquired by the City using City funds and certain tax exempt certificates of participation issued by the City (the "**Certificates of Participation**"). Upon execution of this Agreement, City shall seek advice from City's bond counsel regarding the effect of the Ground Lease on the tax exempt status of the Certificates of Participation. If the City's bond counsel advises the City that the Ground Lease could jeopardize the tax exempt status of the Certificates of Participation, the City shall have the right to terminate this Agreement by written notice to the Developer, such notice to be given not later than the later of (i) the Development Phase Deadline, or (ii) thirty (30) days after the City's receipt of the Waiver Notice.

Upon Substantial Completion of the Site Work, City and the Developer, as the lessee therein, shall proceed to execute the Ground Lease. The commencement date of the Ground Lease shall be deemed to be the date on which Developer first commences Work on its first Project, exclusive of Site Work. The Ground Lease shall expire on December 31 of that year which is 50 years after the commencement date of the Ground Lease, with two renewal terms of 10 years each. Upon establishment of the commencement date and termination dates of the Ground Lease, the parties will execute a statement confirming the same. The Ground Lease is subject to termination prior to expiration of the term of the Ground Lease as more particularly set forth herein and in the Ground Lease. Any termination of this Agreement shall automatically work a termination of the Ground Lease. Additionally, within ten (10) days of the Effective Date, Developer shall deposit \$10,000 with the City (this amount being in addition to the amount having been deposited with the City under Section 2.2 above) (the "**Deposit**"), such Deposit to be nonrefundable to Developer, as applicable, in all events. The Deposit shall apply to the payment of the "Fixed Annual Rental" due City as lessor under the Ground Lease for the "First Partial Lease Year" or the first "Lease Year" of the "Term" (as such terms are defined in the Ground Lease). In the event that this Agreement terminates prior to commencement of the Term of the Ground Lease, the Deposit shall be retained by the City.

Section 4.2. Governmental Approvals. The City agrees to cooperate with the Developer and to expeditiously process and timely consider all complete applications for Governmental Approvals as received, all in accordance with the Municipal Code, the laws of the State of Missouri and this Agreement. Specifically, and without limiting the foregoing, the parties acknowledge that the Developer may request rezoning of the Development Area to accommodate all or a portion of the Development Project. Any such rezoning request shall be made in accordance with the Municipal Code and all generally applicable policies and procedures of the City. The City shall cooperate in good faith to process and consider any rezoning request in accordance with the provisions of the Municipal Code.

Section 4.3. Project Site Plan. A preliminary version of the Project Site Plan is attached as **Exhibit F** hereto. The parties agree that the Project Site Plan is preliminary and subject to change, and

that it has not yet been approved by the City Council or the City's planning and zoning commission. Developer shall, after execution of this Agreement, provide a revised version of the Project Site Plan to the City for approval, such revised Project Site Plan to comply with the Municipal Code (including the Unified Development Code and the applicable planned district ordinances). The final version of the Project Site Plan approved by the City's planning and zoning commission and City Council pursuant to the Municipal Code will be deemed to define the scope of the Development Project for purposes of this Agreement and will govern the final design and construction thereof.

Additionally, after approval of the Project Site Plan in the preceding paragraph, Developer and City agree to pursue an exchange of property owned by the City and property owned by the Developer in the Development Area in order to eliminate or minimize the use of property owned by the City for the Hotel and Ancillary Commercial Uses Projects. The parties intend that such exchange be done by a boundary adjustment plat with roughly similar amounts of acreage being conveyed to the City and to the Developer respectively. In the event of such an exchange, the City and the Developer agree to amend the Ground Lease to account for changes to the Leased Premises and to reflect which Projects will be located on the Leased Premises.

Section 4.4. Additional Terms Applicable to Construction of the Development Project.

(a) The Developer may enter into one or more construction contracts to complete the Work, including contracts with subsidiaries of or entities that are an Affiliate of the Developer. All construction contracts shall provide that no contractor shall have any recourse against the City in connection with the terms of the contracts, the performance of the Work or otherwise.

(b) All Plans for the Work shall be sealed by a professional engineer and architect licensed to practice in the State of Missouri. All Plans for the Work and all construction practices and procedures with respect to the Work must be in conformity with all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning, subdivision, building and fire codes), subject to any variances and other Governmental Approvals.

(c) The Developer shall comply with all federal, State and local laws relating to the construction of the Development Project, including, but not limited to, Section 107.170 RSMo, and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Development Project or portions thereof.

(d) The Developer shall comply with Section 285.530 RSMo regarding enrollment and participation in a federal work authorization program with respect to its respective employees working in connection with the Development Project. The Developer represents and warrants that it is in compliance with Section 285.530 RSMo at the time of execution of this Agreement and that it has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

(e) Except as expressly permitted in the Ground Lease, Developer shall not have the right to encumber in any way (including by grant of easement) that portion of the Development Area consisting of the City Owned Property or the City's Property Under Contract without the prior consent of the City.

Section 4.5. Construction Management; Review and Inspections.

(a) Except as otherwise expressly provided herein, in the Ground Lease, or in the Municipal Code, the Developer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, and construction of the

Development Project, provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, the Ground Lease, and all applicable state and local laws, ordinances and regulations (including, without limitation, the Municipal Code and all applicable zoning, subdivision, building and fire codes), subject to any variances and other Governmental Approvals.

(b) The Developer shall keep the City reasonably informed as to the progress of the construction and development of the Development Project, including submitting quarterly reports (due on the first business day of January, April, July, and October each year) to the City regarding the construction and development of the Development Project and the satisfaction of the conditions in Section 4.1(b). The City may conduct such periodic inspections of the Work through City building inspectors and other inspectors engaged by the City as may be generally provided in the building code and other applicable laws of the City.

Section 4.6. Project Scope; Project Modifications.

(a) With the prior written consent of the City, during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the areas in which the Work is to be performed or on which buildings or other improvements are to be situated, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate, or as may be required to meet any reasonable requests of prospective tenants or purchasers of any portion of the Development Area, or as may be necessary or desirable, in the discretion of the Developer, to enhance the economic viability of the Development Project, but all such changes must be in furtherance of the general objectives of this Agreement and must comply with applicable law, the Municipal Code (subject to any variances) and other Governmental Approvals.

(b) After Substantial Completion a Project may be re-graded, reconfigured, redeveloped, or otherwise modified, improvements within the Development Area may be reconfigured, expanded, contracted, remodeled, reconstructed, replaced, or otherwise modified, and new improvements may be added to the Project, and demolition may be undertaken in connection therewith, from time to time and in such manner as the Developer may determine, provided that any such modifications shall comply with applicable law, the Municipal Code (subject to any variances) and other Governmental Approvals.

(c) Notwithstanding anything herein to the contrary, in no event may Developer or any other party demolish, alter, or reduce the size of the Sports Dome, the Hotel, or the Education Center Project without the prior consent of the City.

Section 4.7. Certificate of Substantial Completion.

(a) Upon Substantial Completion of the Site Work or the Work for any Project (and, at the Developer's election, upon Substantial Completion of all Work for all Projects), the Developer shall furnish (or cause to be furnished) to the City a Certificate of Substantial Completion in substantially the form attached hereto as **Exhibit C** and incorporated herein by reference.

(b) The appropriate City official shall diligently process any Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The appropriate City official shall accept or reject any Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within thirty (30) days following delivery to the City. If the City fails to approve or reject any Certificate of Substantial Completion in writing within such 30-day period, then the Developer shall notify the City in writing of its

failure to take action on the applicable Certificate of Substantial Completion and the City shall have thirty (30) days from receipt of such notice to accept or reject the applicable Certificate of Substantial Completion in writing. If the City has not accepted or rejected the applicable Certificate of Substantial Completion within such additional 30-day period, the applicable Certificate of Substantial Completion shall be deemed accepted by the City. If the appropriate City official rejects a Certificate of Substantial Completion or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the Work in reasonable accordance with the provisions of this Agreement and what reasonable measures or acts the Developer must take or perform, in the opinion of such City official, to obtain such acceptance.

(c) Upon acceptance (or deemed acceptance) of any Certificate of Substantial Completion in writing by the City, the Developer may record the Certificate of Substantial Completion with the Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work with respect to the Project identified in the Certificate of Substantial Completion.

Section 4.8. Maintenance of the Development Area. The Developer shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance of the Development Area during the construction of the Development Project or any portion thereof. Upon substantial completion of the Development Project, the Developer or its successors in interest, as applicable, of the affected portions of the Development Area, shall maintain or cause to be maintained the buildings and improvements within the Development Area which it owns or leases in compliance with all provisions of the Municipal Code relating to maintenance and appearance.

Section 4.9. Special Development Conditions.

(a) For the initial twenty (20) year period after substantial completion of the Hotel, the Hotel shall satisfy at least one of the following criteria:

(1) The American Automobile Association (or a similar rating agency) rates the Hotel three (3) diamonds or higher; or

(2) Smith Travel Research, Inc. (or a similar rating agency) rates the Hotel Upper Midscale or higher on its STR U.S. Chain Scales.

(b) For a period of fifteen (15) years, commencing on the "Effective Date" of the Ground Lease, the City agrees to maintain the Complex in good condition and repair and shall not re-purpose the Complex, and the City will use reasonable efforts to cause the Chesterfield Athletic Association to maintain the sixteen (16) current baseball/softball fields in good condition and repair (the "**Complex Commitment Period**").

(c) Presently, Developer intends that BASE Foundation, a Missouri nonprofit corporation, will occupy certain space in the Education Center Project from which it will provide a five-course curriculum for youths covering the topics of teamwork, leadership, respect, emotional control, and an attitude of gratitude.

(d) During the term of the Ground Lease, the City shall have the right to use the Education Center for four hours a month, free of charge, on a first come, first serve basis. The City shall have the right to use the Education Center at other times that it is available at a discounted rate equal to 90% of the lowest rate that Developer charges to its most favored users.

(e) The City shall have the right to free promotional opportunities at the Sports Dome to promote the City and events being held by the City so long as such promotions do not interfere or obstruct with activities at the Sports Dome and do not violate any exclusivity agreements applicable to the Sports Dome.

(f) In the event that the Developer, at Developer's cost, pays for installation of artificial turf (satisfactory to the City) at the portion of the Complex known as "Complex F" (consisting of four baseball/softball fields), then, after such installation and during the Complex Commitment Period, Developer shall have the right to use the athletic fields of Complex F from (i) October 14 of a calendar year to April 15 of the following calendar year (the "**Winter Period**"), and, (ii) one weekend in May, two weekends in June, two weekends in July, one weekend in August, one weekend in September, and one weekend in October. The City shall cooperate with Developer in scheduling use of the Complex F athletic fields to attract sanctioned national or major regional tournaments with more than 150 participating teams ("**Tournaments**"). Developer shall have the right to operate the concession stands for Complex F during the Winter Period in connection with Developer's use of such fields. Additionally, during the Complex Commitment Period, Developer and the City shall cooperate and assist one other to obtain Tournaments using other fields and complexes within the Complex; as part of such cooperation, Developer will notify City of any such proposed Tournament not later than August 1 of the calendar year preceding the year of the proposed Tournament. Developer's rights under this paragraph are subject to any existing agreements that the City has entered into in connection with Complex F or the Complex generally and any renewal of the same.

(g) Developer and the City agree to negotiate in good faith for the execution of a naming rights agreement for the combined Development Project and Complex on mutually satisfactory terms. Both City and Developer understand that they may not be able to reach mutually satisfactory terms. Developer's rights under this paragraph are subject to any existing agreements that the City has entered into regarding naming rights and any renewal of the same.

Section 4.10. No Eminent Domain. The City shall not be obligated to exercise its power of eminent domain to acquire any property or any interest in property (including an easement) in connection with the Development Project although the City, subject to applicable law, may elect to do so in its sole discretion.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Transfer; Subleases; Successors and Assigns.

(a) Developer may not assign this Agreement or any rights of Developer hereunder, nor shall Developer delegate any duties or obligations of Developer hereunder, without the prior written consent of the City hereunder.

(b) If Developer owns fee title to any property within the Development Area, subject to the provisions of this paragraph, the Developer may voluntarily sell, transfer, convey or otherwise dispose of (hereinafter collectively referred to as a "**Transfer**") its interest in such fee owned property or any portion thereof (the "**Transferred Property**") to any third parties or persons. If the proposed Transfer occurs before the City's acceptance of a Certificate of Substantial Completion for the Parcel or other portion of the Development Area subject to such Transfer, then such Transfer shall be subject to the City's prior written consent. For all such Transfers, the transferor shall require the proposed transferee to execute a transferee agreement with the City in substantial compliance with the form attached as **Exhibit G**. No

such Transfer shall occur without the prior execution of a transferee agreement with the City. The parties agree that the intention of each transferee agreement is to protect the transferor and the City by ensuring that transferees of property within the Development Area receive actual notice of the rights, duties and obligations contained in this Agreement prior to taking ownership, and nothing contained in a transferee agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement. In the event of any Transfer, all of the transferor's rights, duties, and obligations hereunder with respect to the Transferred Property, including, without limitation, those concerning construction, maintenance, and use, shall transfer to such transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the Transferred Property. Any transferee of a Transferred Property shall only be responsible for the obligations of the Developer under this Agreement with respect to the Transferred Property, and likewise, no transferee of any Transferred Property shall succeed to the rights of the Developer under this Agreement with respect to any part of the Development Area except for the Transferred Property. Construction of a Project by a transferee after a Transfer by the Developer shall satisfy any obligation of the originally named Developer hereunder to construct such Project.

(c) If Developer desires to assign or pledge its rights under this Agreement as collateral for a loan, Developer shall have the right to do so, and City agrees to provide a consent to such assignment or pledge on terms reasonably satisfactory to the City. In no event shall any assignment or pledge of this Agreement encumber the City's fee ownership of the City Owned Property (or any other property owned by the City in fee simple, including, if acquired by the City, the City's Property Under Contract) or the City's rights in the City's Property Under Contract.

(d) Subject to the further provisions of this Agreement, Developer shall have the right to enter into subleases with subtenants for portions of the Leased Premises, and such subtenants shall have the further right to enter into sub-subleases with sub-subtenants for spaced within the portions of the Leased Premises leased by such subtenants (collectively, "**Underleases**"). All such Underleases shall be subordinate to the Ground Lease and shall provide that, at the option of the City, as lessor under the Ground Lease, such subtenants and sub-subtenants under the Underleases shall attorn to the City as their sublandlord or sub-sublandlord, as applicable, on the same terms and conditions set forth in their Underlease. Developer shall not assign the Ground Lease without City's consent.

(e) Notwithstanding anything in this Agreement (or in the Ground Lease) to the contrary, in no event shall Developer seek to Transfer any portion of the Development Area or enter into any Underlease which, in the opinion of bond counsel to the City, would jeopardize the tax exempt status of the Certificates of Participation. Not later than twenty (20) days prior to the execution of any Underlease or the execution of any letter of intent or other agreement for a Transfer, the Developer shall provide the City with a copy of the proposed document giving rise to such Transfer or Underlease (or a letter of intent or other instrument containing all relevant facts of the transaction), for bond counsel to determine whether or not the proposed transaction could jeopardize the tax exempt status of the Certificates of Participation.

Section 5.2. Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by any party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed promptly to cure or remedy such default or breach, and, shall, in any event, within sixty (60) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not undertaken or not diligently pursued, or if the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

Section 5.3. Force Majeure and Other Extensions of Time for Performance. Subject to other provisions of this Agreement limiting the maximum time that a party's obligations hereunder may be extended due to a condition of Force Majeure (including those in Section 4.1(c) hereof), neither the City nor the Developer shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by Force Majeure. As used herein, "**Force Majeure**" includes for purposes of this Agreement, orders of any kind of any court or governmental body, strikes, lockouts, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, unusually adverse weather conditions, unusually wet soil conditions, civil war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, wrongful refusal or failure to issue any necessary permits or legal authorization by any governmental entity, delay in obtaining zoning or other Governmental Approvals (provided the Developer applies for such approvals in a time and manner that would be reasonably expected to allow for completion of the Developer's obligations within the applicable times for performance set forth herein), shortage or delay in shipment of material or fuel, any lawsuit, court order, or judgment disputing the validity of this Agreement, any ordinances or resolutions referred to in this Agreement, or any of the ordinances or resolutions approving the same, or other causes beyond the responsible party's reasonable control. To avail itself of this Section, the party seeking to invoke Force Majeure must notify the other parties in writing within thirty (30) days after the later of: (a) the commencement of any claimed event of Force Majeure; or (b) the date upon which the party claiming the extension should have reasonably become aware of the delay-causing effect of the Force Majeure event.

Section 5.4. Actions Contesting the Validity and Enforceability of the Development Agreement and Related Matters. If a third party brings an action against the City or its officials, agents, employees or representatives contesting the validity or legality of the Development Project, this Agreement, the Ground Lease, or any of the ordinances or the resolution approving the same, the City shall promptly, and in any event prior to filing any responsive pleadings, notify Developer in writing of such claim or action. The Developer may, at its option and expense, assume the defense of such claim or action (including, without limitation, effecting a settlement or compromise of any claim or action for which the Developer has assumed the defense) with counsel of the Developer's choosing and the parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer and its counsel shall copy the City Attorney on all correspondence relating to any such action, and shall consult with the City Attorney throughout the course of any such action.

Section 5.5. Insurance.

(a) *Buildings and Other Improvements.* Prior to the commencement of construction of any Work that is a part of the Development Project, the Developer shall obtain, or shall cause the contractor or contractors performing such construction work to obtain, workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The City shall be an additional named insured on such insurance. The Developer shall deliver (or cause to be delivered) to the City evidence of such insurance prior to commencement of such construction. In the event of any material casualty affecting the Work (including buildings or other improvements), any insurance proceeds shall be applied, to the extent necessary, to rebuild or restore the damaged Work to at least equal value and substantially the same character as prior to the damage or destruction.

(b) *Liability Insurance.* Not less than ten (10) days prior to commencement of construction of each and any portion of the Development Project, including the Site Work, the Developer or Developer's general contractor shall provide the City with a certificate of insurance evidencing a commercial general

liability insurance policy with coverages of not less than the current absolute statutory waivers of sovereign immunity as set forth in Sections 537.600 and 537.610 RSMo. Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 RSMo. The City shall be listed as an additional insured on such certificate. Such policy may be part of a blanket policy, shall include a severability of interests clause and the insurance shall be primary with respect to any applicable insurance maintained by the City.

(c) *Contractual Liability Insurance.* The Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City) covering the Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better).

(d) *Termination.* The requirements of this Section shall terminate upon the City's acceptance of a Certificate of Substantial Completion with respect to the Project for which construction is being undertaken. Termination of the requirements of this section shall not terminate any applicable insurance requirements under the Ground Lease.

Section 5.6. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if (a) personally delivered, (b) sent via national overnight courier (e.g. Federal Express); or (c) mailed by certified United States first class mail, postage prepaid,

(1) In the case of Developer, to:

Big Sports Properties, LLC
2675 Scott Ave., Suite G
St. Louis, Missouri 63103
Attn: Daniel Buck

With a copy to:

Van Osdol, P.C.
1000 Walnut Street, Suite 1500
Kansas City, Missouri 64106
Attn: Cheryl C. Boushka

(2) In the case of the City, to:

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: Michael Geisel, City Administrator

With copies to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attn: Robert D. Klahr

The Graville Law Firm, LLC
130 South Bemiston Avenue
Suite 700
Clayton, Missouri 63105
Attn: Christopher Graville

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. Notices sent by personal delivery shall be deemed received on the date of delivery; notices sent by overnight delivery service shall be deemed received the next business day after the same has been deposited with the overnight carrier for next business day delivery; notice sent by certified mail shall be deemed received three business days after being deposited in the U.S. Mail. All postage or delivery charges shall be the responsibility of the sender of such notice. Refusal to accept delivery shall be deemed acceptance of delivery with the date of refusal being the date of receipt of the notice.

Section 5.7. Conflict of Interest. No member of the City Council, the Planning and Zoning Commission or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Development Area, shall participate in any decisions relating thereto that affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Council the nature of such interest and seek a determination by the City Council with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 5.8. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Agreement shall be the Circuit Court of St. Louis County, Missouri, and each party agrees to waive any defense of an inconvenient forum. BY ENTERING INTO THIS AGREEMENT, CITY AND DEVELOPER HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 5.9. Entire Agreement; Amendment. The parties agree that this Agreement and the Ground Lease constitute the entire agreement between the parties with respect to the matters herein and that no other agreements or representations other than those contained in this Agreement and the Ground Lease with respect to the matters herein have been made by the parties. This Agreement shall be amended only in writing, which shall be effective only when signed by the authorized representatives of both parties.

Section 5.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 5.11. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 5.12. Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer, and no member, manager, shareholder, director, officer, agent, employee, consultant or representative of the Developer shall be personally liable to the City, in the event of any default or breach by any party under this Agreement, or

for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 5.13. Mutual Assistance. Subject to the terms and conditions of applicable law, the parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent, and further agree that they will take no affirmative action that will limit or impair the rights of the affected party or the ability of such party to perform under this Agreement; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement, and nothing herein shall be construed to obligate the City, acting as a party hereto, to incur any expense over and above its normal administrative expenses.

Section 5.14. Nondiscrimination. The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations regarding nondiscrimination and affirmative action.

Section 5.15. Recording. The Developer shall cause this Agreement to be recorded with the Recorder promptly after the City's acquisition of City's Property Under Contract pursuant to the City Contract and shall provide evidence thereof to the City.

Section 5.16. Exhibits. All of the exhibits attached hereto form an integral part of this Agreement and are incorporated herein by this reference.

Section 5.17. Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, corporations, and other entities, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) Whenever an item or items are listed after the words "include" or "including," such listing is not intended to be a listing that excludes items not listed.

(d) Except as expressly provided in this Agreement, (1) whenever the consent or approval of a party is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, (2) where an act is to be performed to the satisfaction of a party, it shall be performed to such party's reasonable satisfaction, and (3) where a party is obligated to use its judgment or discretion, such judgment or discretion shall be reasonable.

ARTICLE VI

RELEASE AND INDEMNIFICATION

Section 6.1. Release and Indemnification.

(a) The City and its governing body, members, officers, agents, servants and employees shall not be liable to the Developer for damages or otherwise in the event that this Agreement or any ordinance of the City adopted in connection with this Agreement or the Development Project, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges herein or in the Ground Lease; provided that nothing in this paragraph shall limit claims by the Developer seeking specific performance of relevant contracts.

(b) Except with respect to matters arising out of the gross negligence or willful misconduct of the City or any official, agent, employee, consultant or representative of the City and the Developer release from, and covenant and agree that the City and its governing body, members, officials, officers, agents, representatives, consultants, servants and employees shall not be liable for, and the Developer shall indemnify and hold the City and its governing body, members, officials, officers, agents, representatives, consultants, servants and employees harmless from and against, any and all claims, suits, damages, liabilities or expenses, including attorneys' fees, arising out of (1) the acquisition of any portion of the Development Area owned in fee by the Developer, (2) the improvement or operation of all or any part of the Development Area, or the condition of the Development Area, including, without limitation, any environmental cost or liability, (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its contractors, employees, agents or representatives in connection with or relating to the Development Project or the Development Area, (4) any loss or damage to property or any injury to or death of any person occurring at or about or resulting from the performance of the Work by the Developer or its contractors, employees, agents or representatives, (5) the negligence or willful misconduct of the Developer or its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Development Project, and (6) the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No elected or appointed official, employee or representative of the City shall be personally liable to the Developer in the event of a default or breach by any party under this Agreement.

ARTICLE VII

TERM; DEFAULTS AND REMEDIES

Section 7.1. Term of Agreement. Unless earlier terminated as otherwise provided herein, this Agreement shall remain in full force and effect until the expiration of the term of the Ground Lease or the earlier termination of the Ground Lease.

Section 7.2. Events of Default; Remedies.

(a) If either party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days after the non-defaulting party has given written notice to the defaulting party specifying such default, such event shall constitute an "Event of Default" under this Agreement.

(b) If any Event of Default has occurred and is continuing, then the non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

(c) The rights and remedies reserved by the parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law.

(d) No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, the non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

ARTICLE VIII

REPRESENTATIONS OF THE PARTIES

Section 8.1. Representations of the City. The City hereby represents and warrants that (a) the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver this Agreement and, upon the passage of the ordinance authorizing this Agreement, will have full power and authority to perform all terms and obligations of this Agreement, and (b) this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 8.2. Representations of the Developer. The Developer hereby represents and warrants that (a) the Developer has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary organizational proceedings, and (b) this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

LIST OF EXHIBITS

Exhibit A-City Owned Property

Exhibit B-Exhibit B-City's Property Under Contract

Exhibit C-Form of Certificate of Substantial Completion

Exhibit D-Legal Description of Development Area

Exhibit E-Form of Ground Lease

Exhibit F-Project Site Plan

Exhibit G-Form of Transfer Agreement

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

ATTEST:

Vickie Hass, City Clerk

Bob Nation, Mayor

Approved as to Form:

_____, City Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2017, before me appeared **BOB NATION**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

By: _____
Daniel Buck, _____

Printed Name: _____
 Notary Public in and for said State
 Commissioned in _____ County

My commission expires: _____

EXHIBIT A
CITY OWNED PROPERTY

EXHIBIT B

CITY'S PROPERTY UNDER CONTRACT

**approximately 21.74 acres (+/-) located generally at 17795 N.
Outer 40 Road, Chesterfield, Missouri 63005 (Locator Number:
17V630059)**

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Big Sports Properties, LLC, a Missouri limited liability company (the “Developer”), pursuant to that certain Development Agreement dated as of _____, 2017, between the City of Chesterfield, Missouri (the “City”) and the Developer, as amended from time to time (the “Agreement”; capitalized terms used herein are defined in the Agreement), hereby certifies:

1. That as of _____, 20____, the construction of the Project described below has been substantially completed and funded in accordance with the Agreement:

[description of Project]: _____.

2. The Work has been performed in a workmanlike manner and substantially in accordance with the Plans (as those terms are defined in the Agreement) and applicable law.

3. This Certificate of Substantial Completion is accompanied by the project architect’s or owner representative’s Certificate of Substantial Completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and incorporated herein by reference, certifying that the Work for the Project has been completed in accordance with the Agreement.

4. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all material obligations and covenants.

5. The acceptance (below) shall evidence the satisfaction of the Developer’s agreements and covenants to perform the Work with respect to the Project.

Upon such acceptance by the City (or deemed acceptance by the City), the Developer may record this Certificate in the office of the St. Louis County, Missouri Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20[].

BIG SPORTS PROPERTIES, LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Exhibit A Legal Description)

EXHIBIT D

LEGAL DESCRIPTION OF DEVELOPMENT AREA

EXHIBIT E
FORM OF GROUND LEASE

EXHIBIT F
PROJECT SITE PLAN

EXHIBIT G

FORM OF TRANSFeree AGREEMENT

(Name of Transferee)

This **TRANSFeree AGREEMENT** ("**Transferee Agreement**") is entered into this ____ day of _____, 20__, by and between the **CITY OF CHESTERFIELD, MISSOURI** (the "**City**") and _____, a _____ ("**Transferee**").

RECITALS

A. The property to be purchased by Transferee as legally described in **Exhibit A** attached hereto (the "**Property**") is located in the Development Area (as defined in the Development Agreement, defined herein).

B. The Property is subject to that certain Development Agreement between the City and Big Sports Properties, LLC (the "**Developer**") dated as of _____, 2017, which Development Agreement was recorded in the St. Louis County Recorder of Deeds Office on _____, 2017, as Document No. ____ [Book _____, Page _____] (the "**Development Agreement**").

C. The Development Agreement requires as a condition precedent to certain transfers of property within the boundaries of the Development Area that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements and obligations of the Development Agreement relating to the Property.

D. The parties desire to enter into this Transferee Agreement in order to satisfy the conditions precedent set forth in the Development Agreement with respect to the Property.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. The Transferee has entered into a purchase contract with the Developer, or an authorized successor and assign, pursuant to which the Transferee will acquire the Property. The Transferee acknowledges that the purchase of the Property by Transferee is a "Transfer" as defined in the Development Agreement.

2. The Transferee acknowledges that it has been provided with and/or has reviewed the Development Agreement.

3. The Transferee acknowledges and agrees that its acquisition of the Property is subject in all respects to the Development Agreement, and that the terms and obligations of the Development Agreement shall continue in full force and effect, and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Transferee with respect to the Property as if they were in every case specifically named herein, and shall be construed as a covenant running with the land. The Transferee assumes the duty to notify any subsequent transferee of its duties and obligations under the Development Agreement.

4. Transferee acknowledges that its purchase and any subsequent sale of the Property will be subject to any and all rights of the City as set forth in the Development Agreement with respect to any Transfer.

5. The parties agree that the intention of this Transferee Agreement is to ensure that Transferee has actual notice of its duties and obligations contained in the Development Agreement prior to taking ownership of the Property, and nothing contained in this Transferee Agreement shall be deemed to impose any duties or obligations that are not imposed pursuant to the Development Agreement, or to grant to Transferee any rights that are not granted under the Development Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF CHESTERFIELD, MISSOURI

ATTEST:

City Clerk

By:

Mayor

[TRANSFEE]

By: _____

Name: _____

Title: _____

[attach legal description]

GROUND LEASE

THIS GROUND LEASE (the “**Lease**”), made by and between **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “**Lessor**” or the “**City**”), and **BIG SPORTS PROPERTIES, LLC**, a Missouri limited liability company, with an address of 2675 Scott Avenue, Suite G, St. Louis, Missouri 63103 (the “**Lessee**”).

WITNESSETH:

1. PREMISES

In consideration of the rents, covenants and agreements hereinafter set forth, and the covenants and agreements set forth in that certain Development Agreement dated _____, 2017 by and between Lessor and Lessee (the “**Development Agreement**”), Lessor does hereby demise and lease to Lessee, and Lessee does hereby take and hire from Lessor, that certain real property situated in the City of Chesterfield, County of St. Louis and State of Missouri, containing approximately _____ acres of land (the “**Leased Premises**”), together with the non-exclusive right to use any easements or appurtenance thereunto belonging or appertaining, said Leased Premises being those more fully described in Exhibit A attached hereto and made a part hereof by reference.

2. TERM

A. Original Term

The “**Original Term**” of this Lease shall be defined as the period commencing on the Commencement Date as defined in Section 3 below and ending on December 31 of the fiftieth (50th) full Lease Year (as hereinafter defined) following such Commencement Date. “**Lease Year**” shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of January of each year during the term hereof and ending on December 31 of each year of the term hereof. If the Commencement Date is other than January 1 of any calendar year, the period between the Commencement Date and December 31 of that year shall be the “**First Partial Lease Year**”. Lessee’s obligation to pay Rent shall commence on the Commencement Date.

B. Renewal Terms

Upon the expiration of the Original Term of this Lease, this Lease shall automatically renew for two (2) additional periods of ten (10) years each (the “**Renewal Terms**”), unless either Lessor or Lessee gives a cancellation notice as hereinafter provided. Either Lessor or Lessee may elect to cancel any Renewal Term of this Lease by giving written notice to such effect to the other party not later than six (6) months before the expiration of the then current term of this Lease (be it the Original Term or the first Renewal Term), and in such event, this Lease shall terminate upon the expiration of the then ending term (be it the Original Term or the first Renewal Term). Any cancellation of the first Renewal Term shall automatically cancel the second Renewal Term.

The Original Term and any Renewal Terms which are not canceled are hereinafter collectively referred to as the "**Term**" of this Lease.

3. **EFFECTIVE DATE AND COMMENCEMENT DATE**

The "**Effective Date**" of this Lease shall be considered to be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Lease has been signed by a party hereto.

The "**Commencement Date**" of this Lease shall be the date on which the Lessee commences Work (as defined in the Development Agreement) on the first Project (as defined in the Development Agreement, and not including Site Work, as defined in the Development Agreement). Upon determination of the Commencement Date, Lessor and Lessee shall memorialize the Commencement Date and the last day of the Original Term in a writing substantially in the form of Exhibit B attached hereto.

4. **RENTAL**

A. **Fixed Annual Rental**

Lessee shall pay to Lessor, at Lessor's address shown above, or at such other address as Lessor may from time to time designate in writing, a fixed annual rental (the "**Fixed Annual Rental**") in accordance with the Rental Schedule set forth below (the "**Rental Schedule**"), payable twice per calendar year, once on January 1 and once on July 1; provided that in the event the Commencement Date is other than January 1 of a calendar year, the Fixed Annual Rental for the First Partial Lease Year shall be payable in full in one lump sum on the Commencement Date. Every installment of the Fixed Annual Rental for the Term shall be due and payable in advance on the date when due, without demand, deduction, abatement or offset.

Rental Schedule

<u>Lease Years</u>	<u>Fixed Annual Rental</u>
1	\$76,842
2	\$79,032
3	\$81,284
4	\$83,601
5	\$85,983
6	\$153,741
7	\$158,123
8	\$162,629
9	\$167,264
10	\$172,031
11	\$176,934
12	\$181,977
13	\$187,162
14	\$192,497
15	\$197,983

16	\$384,000
17-50	*
51-60	*
61-70	*

*Commencing with the 17th Lease Year of the Original Term and for each Lease Year thereafter during the Original Term and any Renewal Term (if applicable), the Fixed Annual Rental for such Lease Year shall be the amount of the Fixed Annual Rental for the preceding Lease Year increased, if applicable, by the CPI Adjustment. “**CPI Adjustment**” means the increase in the CPI for the month of June of the then current calendar year over the CPI for the month of June in the preceding calendar year. “**CPI**” means the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers (CPI-U) for the Midwest Region, Base Period 1982-1984=100 or any success benchmark. In no event shall the Fixed Annual Rental decrease from the amount paid during the then current Lease Year, even if the CPI in the current calendar year has decreased from the CPI in the prior calendar year.

If the Commencement Date occurs on a date other than January 1 of a calendar year, Fixed Annual Rental for the First Partial Lease Year shall be due on the Commencement Date in one lump sum calculated as follows: \$76,842 multiplied a fraction, the numerator of which is the number of days in the First Partial Lease Year (including the Commencement Date), and the denominator of which is 365 (unless the Commencement Date occurs in a leap year, in which event the denominator of which is 366).

Lessee shall pay, as “**Additional Rent**”, all other payments of whatever nature that Lessee has agreed to pay or assume under the terms and provisions of this Lease, including all reasonable expenses (including attorneys’ fees) incurred by Lessor in connection with the enforcement of the terms and provisions of this Lease. All amounts due under this Lease shall be paid in lawful money of the United States. The Fixed Annual Rental and the Additional Rent are referred to collectively herein as the “**Rent**”. All Rent and other amounts due to Lessor hereunder, shall be paid to Lessor at the address first set forth above for Lessor or as otherwise designated from time to time by written notice from Lessor to Lessee, without any setoff, abatement, counterclaim or deduction whatsoever.

B. Fixed Annual Rental for Renewal Terms.

If the Term of this Lease is extended to include one or more Renewal Terms, Fixed Annual Rental for the applicable Renewal Term shall be calculated as set forth above in Section 4.A. During any Renewal Term, Lessee shall pay all other amounts due from Lessee under this Lease for the Original Term, including Additional Rent, and shall continue to make the required contributions to the Escrow Fund. Installments of the Fixed Annual Rental during any Renewal Term shall be due and payable in advance in equal installments due on January 1 and July 1, and shall be payable without demand, deduction, abatement, or offset.

5. TAXES AND ASSESSMENTS; UTILITIES

Commencing with the Commencement Date, Lessee agrees to pay to the appropriate governmental agencies all real property taxes, assessments, impositions, and any and all other claims or charges (herein collectively called the "**Taxes**") which are taxed, levied, charged or assessed against the Leased Premises, including levee taxes, water charges, and sewer charges, before the same shall become delinquent. All such payments for the first and last year of the Term of this Lease shall be prorated between Lessor and Lessee so that Lessee shall be responsible for that portion of the Taxes which is attributable to the Term of this Lease. Lessee's obligation to pay Taxes shall commence on the Commencement Date hereof, unless the Leased Premises are currently exempt from the payment of Taxes, in which event, notwithstanding anything herein to the contrary, Lessee's obligation to pay Taxes shall commence on the Effective Date or the date on which the Leased Premises are first placed on the tax rolls, whichever occurs first. In the event there is included in the Taxes any special assessment or assessment which may be paid in installments, unless otherwise directed by written notice from Lessee, Lessor shall advise the appropriate governmental agency of its intention to elect payments in installments thereof, and Lessee shall pay such installments as shall be due and payable during the Term, regardless of when such installment was assessed.

In the event the Leased Premises is a portion of a larger tax parcel, Lessor agrees to use its best efforts to have the Leased Premises designated as a separate parcel for taxing purposes so that the assessed valuation of the land and buildings shall relate only to the land constituting the Leased Premises and to the buildings and improvements constructed on the Leased Premises.

In the event the Leased Premises is a portion of a larger tax parcel and the Lessor is unable to have the Leased Premises designated as a separate parcel for taxing purposes, so that Taxes are assessed upon the larger tax parcel of which the Leased Premises is a portion, then Lessee agrees to pay that portion of the Taxes which is reasonably attributable to the Leased Premises, determined as follows:

- (i) In the event the Taxes are identified or apportioned by the taxing authorities or are identifiable or apportionable based on valuation or other information furnished by the taxing authority so that the portion of the Taxes attributable to the value of the land can be distinguished from the portion of the Taxes attributable to the value of the buildings, then as to that portion of the Taxes attributable to the value of the land, Lessee will pay a percentage of such portion of the Taxes determined by dividing the land area of the Leased Premises by the total land area of the assessed parcel, and as to the portion of the Taxes attributable to the value of the buildings, Lessee will pay a percentage of such portion of the Taxes determined by dividing the gross floor area of the building on the Leased Premises by the gross floor area of all buildings located on the assessed parcel.
- (ii) In the event the Taxes are not identified or apportioned by the taxing authority and are not identifiable or apportionable based on valuation or other information furnished by the taxing authority so that the portion of

the Taxes attributable to the value of the land cannot be distinguished from the portion of the Taxes attributable to the value of the buildings, then as to all Taxes, Lessee will pay a percentage of the Taxes determined by dividing the land area of the Leased Premises by the total land area of the assessed parcel.

Lessor does not represent and warrant to Lessee that the Leased Premises is or will be exempted from payment of Taxes even if the Leased Premises is currently exempt. Lessor has no obligation to seek any exemption of the Leased Premises from payment of Taxes. Notwithstanding anything in this Lease to the contrary, the Lessor shall have the right to subdivide the Leased Premises from any larger parcel of ground owned by Lessor and Lessee covenants and agrees to cooperate with Lessor in any such subdivision. If the Leased Premises (or any larger parcel of ground which it is a part) is exempt from taxation as of the Effective Date, then, notwithstanding anything in this Lease to the contrary (including in this Section 5), Lessee shall be responsible for paying all Taxes that may thereafter be assessed against the Leased Premises or any larger parcel of ground of which it is a part.

Unless separately billed to Lessee directly by the applicable taxing authority, Lessor will notify Lessee in writing of any Taxes which Lessee is required to pay in accordance with the provisions of this Lease. Such notification shall be furnished to Lessee not less than ten (10) days before the date such Taxes are due and shall be accompanied by a copy of the tax bill. Any Taxes billed directly to Lessee which Lessee is required to pay shall be paid by it no later than the date when such Taxes are due without any penalty, late fee, or interest for delinquent payment. Any Taxes billed to Lessee by Lessor shall be paid to Lessor not later than five (5) days before the date when such Taxes are due without any penalty, late fee, or interest for delinquent payment.

If Lessee fails to pay any Taxes which it is required to pay within the time period provided above, Lessor may, at its option, pay said Taxes, together with any and all penalties, late fees, and interest, and said amount shall become immediately due and payable as Additional Rent, and, if not paid by the Lessee to Lessor within ten (10) days of receipt of Lessor's demand therefor by Lessee, such amounts shall bear interest at the Default Rate (defined herein). If Lessee pays the Taxes directly to the applicable taxing authority then Lessee shall provide Lessor with a copy of the receipt showing the payment of the Taxes within thirty (30) days of the date when such Taxes were due.

Lessee shall have the right in its own name, or in Lessor's name where appropriate, but at its own cost and expense, to contest the amount of any Taxes which it is obligated to pay hereunder and make application for the reduction thereof, or any assessment upon which the same may be based, and Lessor agrees, at the request of Lessee (but at no cost to Lessor), to execute or join in the execution of any instruments or documents necessary in connection with such contest or application. No appeal or contest of the amount of such Taxes (or the assessment on which they are based) shall relieve Lessee from timely paying such Taxes as required by this Lease or applicable law.

Lessee shall pay for all utilities (including electric, sewer, water, gas, telephone, and any other utility service) supplied to the Leased Premises, including utilities supplied to and used by

the buildings and other improvements to be constructed by Lessee. Lessee, at Lessee's sole cost, shall be solely responsible for bringing all such utilities to the Leased Premises and the costs for the same, including design costs, the cost of installing utilities, building utility facilities, duct work, and paying any tap fee, hook up charge, or similar fee for connection required by a provider of utility service.

6. INSURANCE

Lessee shall maintain at all times during the Term of this Lease, and prior to any entry upon the Leased Premises hereunder, commercial general liability insurance against all claims for personal injury, death, or property damage occurring on the Leased Premises with minimum limits of liability of Two Million Dollars (\$2,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) property damage, and with excess coverage of at least Five Million Dollars (\$5,000,000.00) per occurrence. Lessee shall also maintain at all times during the Term of this Lease worker's compensation insurance required by the laws of the State of Missouri with employers' liability with limits of \$500,000.00 each accident, \$500,000.00 disease policy limit, \$500,000.00 disease-each employee. During the Term of this Lease, Lessee shall also maintain insurance insuring the Leased Premises and the improvements thereon against loss or damage by casualty (including fire) and extended coverage hazards on an "all-risk" basis for the full replacement value of the improvements on the Leased Premises. All such insurance to be carried by Lessee hereunder shall be obtained by the Lessee at Lessee's sole cost and expense, and shall name Lessor as additional insured. Copies of the policies required hereunder, or certificates thereof, shall be furnished to Lessor within thirty (30) days following the Effective Date, and copies of certificates evidencing the renewal of such policies shall be delivered to Lessor within thirty (30) days after the date when such renewal was due. Each of said policies shall provide for not less than thirty (30) days' written notice prior to any cancellation or material adverse amendment of such policy. All such insurance policies shall be issued by an insurer authorized to insure in the State of Missouri and with an A.M. Best rating of A- or better. Lessor shall have the right to have the liability limits of Lessee's insurance carried hereunder increased every five (5) years to reflect an amount which a reasonably prudent landlord would require a tenant under a ground lease to carry at such time if such ground lease were first being entered into at such time.

7. INDEMNITY

Lessee shall indemnify, protect, defend, and hold Lessor, and its officers, employees, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney's fees, arising from (i) any condition of the Leased Premises; (ii) any breach or default on the part of Lessee under this Lease; (iii) any act of negligence, omission, or willful conduct of Lessee or any subtenant of Lessee (or any other party holding under the Lessee); or (iv) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Leased Premises during the Term of this Lease; and Lessee shall defend Lessor in any action or proceeding brought in connection with any of the foregoing. The foregoing indemnity and obligation to defend shall not apply to claims resulting from the gross negligence or willful misconduct of Lessor.

8. ALTERATIONS

During the Term of this Lease, Lessee may erect any buildings or other improvements on the Leased Premises consistent with the terms of the Development Agreement, including the "Projects" defined therein. Lessee may make such other or additional improvements as are consistent with the Development Agreement. All alterations, additions, buildings, improvements, and other installations of Lessee of any kind shall comply with applicable laws, regulations, ordinances (including Lessee's ordinances), the Development Agreement, and private restrictions and agreements of record. Lessee shall not remove or demolish any Projects which the Development Agreement prohibits the removal or demolition of.

9. CASUALTY LOSS

If the building or other improvements located on the Leased Premises should be damaged by fire or other casualty so that in the reasonable judgment of Lessee the business conducted on the Leased Premises could not be conducted in a normal manner until the building or improvements are repaired or reconstructed, then Lessee may, at its option, either (A) repair or reconstruct the buildings or improvements, or (B) within ninety (90) days after the date of the fire or other casualty terminate this Lease by written notice to Lessor and return possession of the Leased Premises to Lessor with all buildings removed from the surface of the Leased Premises, all foundations removed, and the Leased Premises returned to a landscaped lot. In the event Lessee elects to repair or reconstruct the buildings or improvements, then this Lease shall continue in force and effect without abatement of rent.

If the building or other improvements located on the Leased Premises should be damaged by fire or other casualty but the damage is sufficiently limited that in the reasonable judgment of Lessee the business conducted on the Leased Premises can continue to be conducted in a normal manner while the buildings and improvements are being repaired, then Lessee shall repair the buildings or improvements and this Lease shall continue in full force and effect.

In the event Lessee elects to terminate this Lease as provided above, all available insurance proceeds shall be allocated in the following order: (a) to pay for cost of demolition and restoration of the Leased Premises to a landscaped lot and to reimburse Lessor for the losses attributable to its personal property, trade fixtures, equipment, and non-building improvements, if any, on the Leased Premises (b) to pay any Mortgage Lender of Lessee for the release of the Leasehold Mortgage lien on the Leased Premises for the original construction costs of Lessee's improvements, (c) to pay Lessor for the remaining non-depreciated value of Lessee's improvements based upon a 39 year amortization period, and (d) any remaining proceeds to Lessor.

Notwithstanding anything in this Lease to the contrary, in the event that the Development Agreement requires the restoration or replacement of any building or improvements, Lessee shall have no right to terminate this Lease and shall instead, cause such building or improvements to be restored or replaced. In no event shall the occurrence of any casualty give Lessee the right to withhold or abate payment of the Rent due hereunder (or any other amount due from Lessee hereunder), and Lessee hereby waives the benefit of any statute which could give Lessee the right to do the same.

10. LIENS PERMITTED

A. Security Interest in Fixtures Permitted

Lessee shall have the right at any time to grant a security interest in any personal property owned by Lessee, and installed or kept on the Leased Premises. Lessor hereby consents to any such security interest and disclaims any interest of any kind, whether contractual or statutory, in the personal property. Lessor agrees that it will within ten (10) days after any written request by Lessee confirm the foregoing consent and disclaimer in writing. In the event of a default in the payment of any indebtedness owing by Lessee to a secured party in the personal property or in the performance of any of the terms and conditions of any security instrument or any extensions or renewals thereof, or if such secured party deems it necessary to protect its interests, such secured party, its agents or assigns may, within a reasonable time (not exceeding thirty (30) days) after the secured party declares the default and provides written notice of such default to Lessor, enter upon the Leased Premises and take possession of and remove the personal property or any part thereof in accordance with the terms and conditions of the security agreement with Lessee, free and clear of any claim, lien or other encumbrance by Lessor. In connection with, and as a condition to such removal, the secured party shall, at its cost and expense, promptly repair any damage to the Leased Premises caused by such removal.

B. Leasehold Mortgages Permitted

Lessee may at any time mortgage, encumber, pledge or assign as security its right, title and interest in and to the leasehold estate created hereby by way of a leasehold mortgage or a leasehold deed of trust (a "**Leasehold Mortgage**"). Lessee may, at any time, give to Lessor a notice (hereinafter referred to as a "**Mortgage Notice**") containing the name and address of the mortgagee or beneficiary of such Leasehold Mortgage (hereinafter referred to as a "**Mortgage Lender**"). No Leasehold Mortgage shall encumber, or purport to encumber, the interest of the Lessor in the Leased Premises.

Provided that Lessee has given Lessor a Mortgage Notice, whenever Lessor shall give any notice to Lessee pursuant to this Lease, Lessor shall also give to any Mortgage Lender at the address of such Mortgage Lender, a duplicate copy of such notice. The address of the Mortgage Lender shall be the address specified in the Mortgage Notice unless changed by subsequent written notice given by the Mortgage Lender to Lessor. Any Mortgage Lender shall have the right, but not the obligation, to cure any Event of Default hereunder by the Lessee within the same cure period, if any, afforded Lessee hereunder; provided, however, that if possession of the leasehold estate of Lessee is required to effect such a cure, a Mortgage Lender shall have such additional and reasonable time necessary to foreclose its Leasehold Mortgage or otherwise obtain possession or control of the leasehold estate and to effect such cure not to exceed, however, an additional 120 days. A Mortgage Lender may, at any time permitted under its loan documents, foreclose or otherwise realize upon its lien on the leasehold estate created hereby, and Lessor will recognize the person, firm or corporation acquiring the leasehold estate created hereby as the lessee hereunder with all of the rights and estate of Lessee, provided such person, firm or

corporation agrees to assume and be bound by all of the terms, covenants and conditions hereof, and shall further be subject to the terms and conditions of the Development Agreement.

11. LIENS NOT PERMITTED

Lessee shall not, at any time, suffer or permit the attachment to the Leased Premises of any lien for work done or materials furnished in connection with the improvement, maintenance, repair, or alteration of the Leased Premises by Lessee or for Lessee. If any such lien attaches to the Leased Premises and is not discharged or released within sixty (60) days from the date of receipt by Lessee of written notice of same by Lessor, Lessor may, at its option, pay to the lien claimant the amount of such lien and notify Lessee of such payment, in which event such amount shall be immediately due and payable by Lessee and shall bear interest at the rate of twelve percent (12%) per annum (the "**Default Rate**"); provided, however, that if Lessee desires to contest said lien, Lessee shall furnish to Lessor a bond written by a surety company licensed to do business in the state in which the Leased Premises is located or other security reasonably satisfactory to Lessor for an amount of at least equal to 150% of the amount of the lien for the Lessor's protection against all loss or expense on account of such asserted lien during the period of contest.

12. USE AND OCCUPANCY

Lessee shall use and occupy the Leased Premises in compliance with all applicable laws and ordinances (including the zoning and building ordinances of the Lessor), and in compliance with the terms of the Development Agreement. Lessee shall not commit, or allow others to commit, any waste to the Leased Premises. Lessee shall not permit any part of the Leased Premises to be operated for any public or private nuisance (including for the generation of light pollution, loud noises, or unpleasant odors). Lessee's use of the Leased Premises shall, without limitation, comply with all accessibility laws such as the Americans with Disabilities Act. If the Leased Premises is encumbered by any private restrictions or agreements, Lessee's use shall also comply with the same.

Lessee covenants and agrees that, at Lessee's sole cost and expense, it shall keep and maintain the Leased Premises and all improvements thereon in good condition and repair and in compliance with applicable laws, rules, and regulations affecting the Leased Premises, including Lessor's property code and building code. Lessee's obligations under this paragraph include the obligations to keep the Leased Premises and improvements thereon in a neat and sanitary condition, free of trash and debris, to mow the grass and maintain the landscaping on the Leased Premises, to keep the exteriors of all buildings and other improvements in good and attractive condition, to maintain, repair, and, if necessary, replace all sidewalks and parking areas on the Leased Premises (including patching and striping), and to remove all ice and snow which may accumulate from time to time on the paved and improved areas of the Leased Premises.

13. SURRENDER OF THE LEASED PREMISES; TITLE TO BUILDINGS AND IMPROVEMENTS

Lessee will deliver up and surrender possession of the Leased Premises to Lessor upon the expiration of the Term of this Lease or its earlier termination in any way, in good condition,

reasonable wear and tear, casualty and condemnation excepted, provided, however, that Lessee shall have the right to remove all of Lessee's personal property therefrom. Lessee shall repair any damage to the Leased Premises or any improvements thereon caused by the removal of such personal property.

Title to the buildings and all other improvements on the Leased Premises, and any repairs, alterations, additions or improvements to said building or improvements, shall be vested in and remain in Lessee's name at all times during the Term of this Lease. Upon the expiration of this Lease, any extension or renewal hereof, or its termination in any way, title to the buildings and any improvements shall automatically pass to and become vested in Lessor, and Lessee shall, upon request of Lessor, execute such quit-claim deed, bill of sale or assignment as may be necessary to evidence the transfer of such title to Lessor.

14. INTENTIONALLY DELETED

15. MAINTENANCE ESCROW FUND

In addition to all other payments made by Lessee under this Lease, including Rent, Lessee shall, commencing with July 1 of the first full Lease Year and on July 1 of each Lease Year thereafter, make payments to an escrow fund to be held by Lessor (the "**Escrow Fund**"), the purpose of which is to provide funds for (i) capital improvements, replacements, and maintenance, (ii) a fund for the demolition of improvements erected by Lessee on the Leased Premises at the expiration of the Term or earlier termination of this Lease (in the event that Lessor, in its sole discretion, determines to demolish such improvements), including removals, clean-up and site restoration, and (iii) to protect Lessor against costs incurred by Lessor due to a breach of this Lease by Lessee (including costs to clean up and restore the Leased Premises). The Escrow Fund shall not be a limitation of damages payable as a result of an Event of Default hereunder or other breach of this Lease by the Lessee, nor shall the Escrow Fund be deemed to be a security deposit or similar deposit. On or before March 1 of each Lease Year, Lessor and Lessee shall meet and shall work in good faith to determine a mutually acceptable estimate for Lessee's annual contribution to be made to the Escrow Fund for such Lease Year; if the parties are unable to agree to a mutually acceptable estimate on or before May 1 of such Lease Year, then Lessor shall have the right to notify Lessee of its reasonable estimate for the annual contribution in writing on or before June 1 of such Lease Year, and Lessor's estimate shall be binding on the parties. Lessee shall pay such contribution on or before July 1 of such Lease Year without any setoff, abatement, counterclaim or deduction whatsoever. Lessor shall hold the Escrow Fund in an account controlled by Lessor; any interest on the Escrow Fund shall be retained by Lessor as Lessor's sole property.

During the Term of the Lease, Lessee may request in writing disbursements from the Escrow Fund for capital improvements, replacement, and maintenance of the buildings and other improvements erected by Lessee on the Leased Premises. Any requested disbursement shall specify the amount and purpose of such disbursement. Lessor shall use its reasonable judgment in determining whether to release funds from the Escrow Fund in connection with the requested disbursement; in making such determination, Lessee agrees that Lessor may consider the need to retain funds in the Escrow Fund for future capital improvements, replacement, and maintenance, the costs to demolish and remove any improvements on the Leased Premises at the expiration of

the Term or earlier termination of this Lease, and the need to protect Lessor against costs incurred by Lessor due to a breach of this Lease by Lessee. Lessor shall review and respond in writing to the requested disbursement within thirty (30) days of receipt of the request, Lessor's response to include the amount approved for release from the Escrow Fund and for what purpose or purposes it is being released. Lessor's decision not to release funds from the Escrow Fund (or not to release the entire requested amount) shall not excuse any obligation of Lessee to maintain the Leased Premises in the condition required by this Lease or the Development Agreement, nor shall the existence of the Escrow Fund relieve Lessee of any of its obligations under this Lease.

16. DEFAULT BY LESSEE

The following events shall constitute an event of default of Lessee ("**Event of Default**") hereunder:

(a) Lessee's failure to pay any installment of Rent or any other sum due Lessor hereunder within twenty (20) days of the date payment is due; or

(b) Lessee's failure to observe or perform any other covenant, agreement, obligation or provision of this Lease on Lessee's part to be observed or performed, if such failure shall continue for thirty (30) days after Lessor has given Lessee written notice specifying the nature of such failure (provided, however, if the cure of such failure shall reasonably require more than thirty (30) days to complete, Lessee shall have such additional and reasonable time necessary to complete the cure of the same, not to exceed one hundred twenty (120) days in total, so long as Lessee commences such cure within the original thirty (30) day period and diligently pursues the same); or

(c) Lessee shall fail to pay its debts as they become due or become insolvent, or Lessee shall make an assignment in fraud of its creditors, or Lessee shall make an assignment for the benefit of its creditors of Lessee's assets or Lessee's interest in this Lease, or if a petition in bankruptcy is filed by Lessee; or

(d) Lessee's creditors shall file a petition in bankruptcy against the Lessee, or Lessee shall have a receiver appointed for Lessee and its assets, and such bankruptcy petition or receiver is not dismissed within sixty (60) days of filing or appointment; or

(e) Except for the refurbishing and remodeling of Lessee's improvements on the Leased Premises (which shall not exceed ninety (90) days), the buildings or improvements constructed by Lessee shall cease to be open to the public for a period of ten (10) consecutive business days.

Upon the occurrence of any such Event of Default, Lessor shall have the option to pursue any one or more of the following remedies (as well as any other remedies at law, in equity or by statute) without any notice or demand whatsoever:

1. Lessor may terminate this Lease, in which event Lessor may immediately repossess the Leased Premises, including all buildings and improvements thereon, and be entitled to recover sums or damages for which Lessee may be adjudged legally liable to Lessor. Lessee shall thereupon surrender possession and vacate the Leased Premises, including all buildings and

improvements thereon, immediately, and deliver possession thereof to Lessor, and hereby grants to Lessor the full right to enter into and upon the Leased Premises in such event, with or without process of law, and repossess the Leased Premises and to expel or remove Lessee and any others who may be occupying the Leased Premises and to remove any and all property therefrom, without such entry constituting a trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's right to collect any Rent or any other amount that may be or become due hereunder, or any other right to which Lessor may be entitled under this Lease or by operation of law.

2. Lessor may terminate Lessee's right of possession and may repossess the Leased Premises, including all buildings and improvements thereon, without terminating this Lease, in which event Lessor may, at Lessor's option, enter into the Leased Premises, including all buildings and improvements thereon, remove property, and take and hold possession, all as provided above, without terminating this Lease or releasing Lessee, in whole or in part, from Lessee's obligation to pay Rent and other amounts due hereunder for the full Term. Upon and after entry into possession without termination of this Lease, Lessor shall use reasonable efforts to re-let the Leased Premises, including all buildings and improvements thereon, or any part thereof for the account of Lessee to any person for such rent, for such period (including periods extending beyond the Term of this Lease) and upon such terms as Lessor shall determine to be commercially reasonable. In any such case, Lessor may make such reasonable repairs, improvements, and alterations to the Leased Premises, including all buildings and improvements thereon, as deemed by Lessor to be appropriate in order to facilitate re-letting of the Leased Premises. All reasonable costs of Lessor's repairs, improvements, and alterations, and Lessor's expenses of retaking possession, removing property, and of re-letting, including legal fees and any lease commissions, shall be charged against the rents collected on any re-letting of the Leased Premises. If the rents collected by Lessor upon any such re-letting for Lessee's account, after payment of the foregoing expenses, are not sufficient to pay the full amount of the Rent and other amounts reserved in this Lease as they become due, Lessee shall pay to Lessor the amount of the deficiency each month upon demand. In the event the rents collected by Lessor upon any such re-letting for Lessee's account, after payment of the foregoing expenses, exceed the full amount of the Rent and other amounts reserved in this Lease as they become due, all of such excess shall be retained by Lessor, and Lessee shall have no interest in such excess.

3. If Lessor elects to terminate this Lease as above provided (and Lessor may elect to terminate this Lease at any time after an Event of Default, even after and notwithstanding Lessor's prior election to terminate Lessee's right to possession only as provided above), Lessor shall, upon such termination, be entitled to recover as damages, and not as a penalty, in addition to all damages sustained for the period prior to termination of this Lease, an amount equal to the then present value of the Rent and all other amounts payable hereunder for the remainder of the Term of this Lease, less the then present reasonable rental value of the Leased Premises for the remainder of the Term. The present reasonable rental value of the Leased Premises shall be determined according to the actual rental rate at which the Leased Premises shall have been re-let (less all expenses described above), if the Leased Premises shall have been re-let at the time the determination is made, or which shall be determined according to expert opinion of the rental rate at which the Leased Premises can be re-let within a reasonable time and reasonable re-letting expenses, if the Leased Premises shall not then have been re-let.

4. Lessor may make such repairs, obtain insurance and otherwise pay or perform any obligation of Lessee hereunder, in which case, Lessee shall promptly reimburse Lessor for all amounts so expended by Lessor together with interest thereon at the Default Rate, or at the highest lawful rate, whichever is less, all of which shall constitute Additional Rent hereunder. Nothing herein shall impose any duty on the part of Lessor to do any such work or pay any such expense which Lessee may be required to perform or pay, nor shall it constitute a waiver of Lessee's default in failing to do or pay the same.

5. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

6. Lessor shall at all times have the right to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and (ii) sue for and collect any unpaid Rent which has accrued.

17. QUIET ENJOYMENT

Lessor hereby covenants and agrees that if Lessee shall not then be in default beyond any period for the cure thereof, Lessee shall, at all times during the Term, have peaceable and quiet enjoyment and possession of the Leased Premises without any manner of molestation or hindrance from Lessor or any other person claiming by, through, or under Lessor.

18. RIGHT OF FIRST REFUSAL

During the Term of this Lease, Lessee shall have a right of first refusal to purchase the Leased Premises as set forth below. In the event that Lessor receives an Offer to purchase the Leased Premises which Lessor intends to accept, prior to accepting the Offer, Lessor shall notify Lessee in writing of the receipt of such Offer, such notice to include a copy of the Offer, and Lessee shall have the right of first refusal to purchase the Leased Premises on the terms and conditions set forth in such Offer. Lessee shall have ten (10) business days from receipt of the copy of the Offer from Lessor to notify Lessor in writing whether Lessee desires to purchase the Leased Premises pursuant to such Offer. If Lessee notifies Lessor that Lessee desires to purchase the Leased Premises pursuant to such Offer, Lessor and Lessee shall enter into a sale contract for the Leased Premises, the terms of such contract to be materially the same as set forth in the Offer. If Lessor notifies Lessor that Lessee does not desire to purchase the Leased Premises pursuant to such Offer, or if Lessee fails to respond to the Offer within ten (10) business days of receipt of the Offer from Lessor, then Lessor may proceed to sell the Leased Premises pursuant to such Offer. As used in this paragraph, an "Offer" means a good faith offer to purchase the Leased Premises by a third party, such offer to be evidenced by a sale contract or letter of intent containing all material terms for such purchase, including price, earnest money, financing terms, contingencies to closing, representations and warranties of the seller (if any), and the like.

19. APPROPRIATION

A. Eminent Domain of Substantially All of the Land

If during the Term of this Lease all or substantially all of the Leased Premises is condemned by any authority having the power of eminent domain, either Lessor or Lessee may terminate this Lease by notice to the other given no later than the date possession of all or substantially all of the Leased Premises is required to be surrendered to the condemning authority. For purposes of this Lease, the term "substantially all" shall be deemed to mean more than fifty percent (50%) of the Leased Premises or the square footage of the building on the Leased Premises. If this Lease is not terminated as provided herein then, upon such taking, Rent shall be reduced in the same proportion that the amount taken bears to the whole of the Leased Premises taken.

B. Eminent Domain of Less Than Substantially All

In the event less than substantially all of the Leased Premises is taken or condemned by any authority having the power of eminent domain, Lessee shall have the option to terminate this Lease in the event such taking either prohibits or substantially reduces or restricts access or parking for the Leased Premises. In the event Lessee terminates this Lease, it shall provide Lessor with thirty (30) days' written notice and neither party shall have further obligations hereunder except to the extent of their respective rights to collect condemnation proceeds and participate in such proceedings. In the event Lessee elects not to terminate this Lease, the Rent shall be reduced in the same proportion that the amount taken bears to the whole of the Leased Premises. Notwithstanding anything in this paragraph to the contrary, Lessor and Lessee agree that a taking or condemnation of a portion of the Leased Premises to provide for roads, rights of way, or utility infrastructure and service related to the construction of the Development Project shall not give rise to a right for Lessee to terminate this Lease pursuant to the terms of this paragraph.

C. Application of Condemnation Proceeds

If any condemnation of the Leased Premises occurs, any condemnation awards (or any surplus after reconstruction) shall be apportioned between Lessor and Lessee, with Lessee to receive all proceeds for the unamortized value of Lessee's buildings and improvements on the Leased Premises and Lessor to receive proceeds for the taking of the Leased Premises, together with such other proceeds to which they are entitled by applicable law. In any event, Lessee shall have no claim against Lessor or the condemning authority for the value of the unexpired Term (including renewals), and Lessor shall receive the full amount thereof, Lessee hereby waiving any right to any part thereof and assigning to Lessor its interest therein.

20. SUBORDINATION AND NON-DISTURBANCE

This Lease shall be subject and subordinate to the lien of any mortgage or deed of trust which presently exists or which Lessor may hereafter place upon the Leased Premises provided that (A) if there are no defaults hereunder on the part of Lessee beyond any applicable cure period (i) the right of possession of Lessee to the Leased Premises and Lessee's rights arising out of this Lease shall not be affected or disturbed by the mortgagee or trustee or beneficiary under

the mortgage or deed of trust in the exercise of any of its rights under the mortgage, deed of trust or the notes secured thereby, and (ii) Lessee shall not in any foreclosure or other proceeding under the mortgage or deed of trust nor in any other way be deprived of its rights under this Lease, nor shall this Lease be terminated or affected by any foreclosure or sale or any proceeding under any mortgage or deed of trust; and (B) the mortgagee, trustee or beneficiary shall execute and deliver to Lessee a fully executed subordination, non-disturbance, and attornment agreement. Lessee shall attorn to any purchaser of the Leased Premises at any foreclosure sale.

21. ESTOPPEL INSTRUMENTS

At any time and from time to time upon the written request of either of the parties hereto or any Mortgage Lender, any lender or prospective lender of Lessor, or any prospective purchaser of Lessor's interest in the Leased Premises, Lessor or Lessee, as the case may be, shall, within fifteen (15) days following receipt of a request by the other, deliver to the party requesting the same a certificate stating (A) whether or not this Lease is in full force and effect, (B) whether or not any rights to renew the Term of this Lease have been exercised and the date on which this Lease will terminate, (C) whether or not this Lease has been modified or amended in any way and attaching a copy of such modification or amendment, (D) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any, (E) the status of Rent payments and (F) any other facts regarding the operation of this Lease which the requesting party may reasonably request.

22. ACCESS TO PREMISES BY LESSOR; RETAINED RIGHTS OF LESSOR

Lessor shall have access to the Leased Premises at all reasonable hours during the Term for the purpose of examining the same; provided, however, that Lessor shall not unreasonably interfere in any way with the business of Lessee.

Lessor shall have the right to grant easements over and upon the Leased Premises so long as the same do not materially impair Lessee's rights hereunder, and Lessee shall join in the same if requested to do so by the Lessor.

23. ASSIGNMENT AND SUBLETTING BY LESSEE

Lessee shall not assign this Lease without the prior consent of Lessor. Lessee shall have the right to let, sublet, or underlet the whole or any part of the Leased Premises (an "Underlease") without Lessor's consent, provided Lessee remains liable on the Lease, and provided Lessor does not notify Lessor that such Underlease is not permissible because it would jeopardize the tax exempt status of the Certificates of Participation (as defined below). If Lessor notifies Lessee that such Underlease is not permissible because it would jeopardize the tax exempt status of the Certificates of Participation, Lessee shall not enter into such Underlease. No such assignment or Underlease shall release Lessee from its obligations hereunder. In no event shall any assignment or Underlease be made by Lessee to any party in violation of the Development Agreement or applicable law (including Lessor's ordinances) or which would violate any of the private restrictions of record which now or hereafter restrict the use of the Leased Premises, including those identified on Exhibit C attached hereto and incorporated

herein. All Underleases entered into by Lessor shall be subordinate to this Lease and shall provide that, at the option of Lessor, that such subtenants and sub-subtenants of Lessee shall attorn to Lessor as their sublandlord or sub-sublandlord, as applicable, on the same terms and conditions set forth in their Underlease.

Lessee acknowledges that all or a portion of the Leased Premises was acquired by Lessor using municipal funds and certain tax exempt certificates of participation issued by Lessor (the "**Certificates of Participation**"). Not later than twenty (20) days prior to the execution of any Underlease, Lessee shall provide the Lessor with a copy of the proposed Underlease, for Lessor's bond counsel to review to determine whether or not the proposed Underlease could jeopardize the tax exempt status of the Certificates of Participation. Lessor shall advise Lessee within ten (10) days of its receipt of the proposed Underlease whether or not the proposed Underlease would jeopardize the tax exempt status of the Certificates of Participation. Additionally, Lessee agrees that it is reasonable for Lessor to withhold its consent to any assignment of this Lease (or any interest therein) if Lessor's bond counsel advises that such assignment would jeopardize the tax exempt status of the Certificates of Participation.

24. NO OTHER WARRANTIES

Except as expressly provided otherwise herein, the Leased Premises are demised to Lessee, and Lessee accepts the Leased Premises, in their "AS IS, WHERE IS" condition and with all faults, including: (a) the physical condition of the Leased Premises; (b) all matters of record or otherwise disclosed herein affecting title to the Leased Premises; (c) all matters affecting the Leased Premises that would be disclosed by an accurate survey of the Leased Premises; and (d) zoning laws, ordinances, rules and regulations and other statutes, ordinances, laws, rules, regulations, and orders of any and all boards, bureaus, commissions, and bodies of any municipal, state, or federal government or agency thereof now having or hereafter acquiring jurisdiction of the Leased Premises or the use or improvement thereof. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS LEASE, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, IMPLIED OR EXPRESS, AS TO THE LEASED PREMISES, THE CONDITION OF THE LEASED PREMISES, LESSOR'S TITLE TO THE LEASED PREMISES, THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES (OR ANY PORTION OR COMPONENT THEREOF), THE SIZE OF THE LEASED PREMISES, THE SUITABILITY FOR ANY PROPOSED USE OF THE LEASED PREMISES, OR THE QUALITY OR ANY OTHER CHARACTERISTIC OF THE LEASED PREMISES WHATSOEVER. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES TO LESSEE REGARDING WHETHER ANY HAZARDOUS MATERIALS (AS DEFINED HEREIN) ARE PRESENT IN, ON, UNDER, OR ABOUT THE LEASED PREMISES OR WHETHER THE LEASED PREMISES HAVE EVER BEEN USED FOR THE MANUFACTURE, STORAGE, GENERATION, OR DISPOSAL OF HAZARDOUS MATERIALS. LESSEE REPRESENTS AND WARRANTS TO LESSOR THAT LESSEE IS KNOWLEDGEABLE REGARDING THE DEVELOPMENT AND MANAGEMENT OF REAL ESTATE, AND THAT LESSEE HAS HAD AN OPPORTUNITY TO INVESTIGATE, AMONG OTHER THINGS, LESSOR'S TITLE TO THE LEASED PREMISES AND THE CONDITION OF THE LEASED PREMISES, INCLUDING THE ENVIRONMENTAL CONDITION OF THE PREMISES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS LEASE, LESSEE AGREES

TO ACCEPT THE LEASED PREMISES IN THEIR "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. EXCEPT FOR THOSE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS LEASE, LESSEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY OF LESSOR WHATSOEVER. LESSEE REPRESENTS AND WARRANTS THAT LESSEE IS SATISFIED WITH CONDITION OF THE LEASED PREMISES AND THE STATE OF LESSOR'S TITLE THERETO.

25. HAZARDOUS MATERIALS

As used in this Lease, "**Hazardous Materials**" includes any and all of the following: flammable materials, explosives, lead, gasoline and petroleum products, material containing PCBs (polychlorinated biphenyls), radioactive materials, hazardous waste, medical waste, toxic substances, asbestos and asbestos containing materials, and all substances defined as hazardous materials, substances or waste under Environmental Laws. "**Environmental Laws**" means all federal, state or local laws, statutes, acts, ordinances, and all rules and regulations, schedules or appendices of hazardous materials and substances, judicial decisions and administrative decisions relating to the environment, hazardous substances, hazardous materials, air and water quality, and similar laws, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et. seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et. seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et. seq.*), and the regulations adopted and publications promulgated pursuant thereto.

Except as otherwise expressly provided herein, Lessee shall not use or allow the Leased Premises to be used for, the release, storage, use, treatment, disposal or other handling of any Hazardous Materials or other hazardous substances. Lessee shall comply with all Environmental Laws governing the use, release, discharge, emission, or disposal of any Hazardous Materials or hazardous substances on the Leased Premises. Lessee covenants and agrees to indemnify, defend and hold Lessor harmless from and against any and all liens, claims, demands, judgments, damages, penalties, fines, costs, loss or expenses (including reasonable attorney, consultant and expert fees) that arise as a result of the use, presence, suspected presence or discharge of Hazardous Materials or toxic or hazardous substances from, on or in the Leased Premises first occurring during Lessee's possession of the Leased Premises, or which is otherwise caused by the act, neglect or willful misconduct of Lessee or Lessee's agents, employees, subtenants, sub-subtenants, licensees, invitees and contractors. Without limiting the generality of the foregoing, this indemnification by Lessee shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work resulting from the events indemnified against. Notwithstanding the foregoing, Lessor agrees that Lessee and its subtenants, sub-subtenants, licensees may use substances subject to regulation under Environmental Laws so long as: (i) the use of such substances is ordinary and customary in connection with the business being operated on the Leased Premises (or such portion thereof); (ii) the use, storage, and disposal of such substances complies with Environmental Laws and the manufacturer's instructions for the same; and (iii) such substances are only stored on the Leased Premises in reasonable and customary quantities in connection with the business being operated on the Leased Premises.

26. NON-WAIVER

The failure of Lessor or Lessee to enforce any of the rights given to it under this Lease by reason of the violation of any of the covenants in this Lease to be performed by Lessee or Lessor shall not be construed as a waiver of the rights of Lessor or Lessee to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to Lessor or Lessee by reason of the violation of any of the other covenants of this Lease.

27. HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease, then Lessee shall be deemed to be occupying the Leased Premises as a tenant from month to month at a rental equal to 150% of the Fixed Annual Rental for the last year of the Term (prorated on a monthly basis), plus all Additional Rent hereunder, and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as they are applicable.

28. CONSTRUCTION OF LEASE

Wherever used herein, the words "**Lessor**" and "**Lessee**" shall be deemed to include the heirs, personal representatives, legal representatives, successors, subtenants, and assigns of said parties, unless the context excludes such construction.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, corporations, and other entities, including public bodies, as well as natural persons.

All references in this Lease to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

Whenever an item or items are listed after the words "include" or "including," such listing is not intended to be a listing that excludes items not listed.

Except as expressly provided in this Lease, (1) whenever the consent or approval of a party is required under this Lease, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, (2) where an act is to be performed to the satisfaction of a party, it shall be performed to such party's reasonable satisfaction, and (3) where a party is obligated to use its judgment or discretion, such judgment or discretion shall be reasonable.

29. INVALIDITY OF PROVISIONS

If any term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

30. INJUNCTION

In addition to all other remedies, Lessor and Lessee are entitled to the restraint by injunction of all violations, actual, attempted or threatened of any covenant, condition or provision of this Lease.

31. BROKER

Lessor and Lessee represent that they have not dealt with any brokers who claim a commission hereunder. Lessor and Lessee both represent and warrant to one another that no real estate brokers or agents have been used or consulted in connection with the leasing of the Leased Premises.

32. SERVICE OF NOTICE

Any notice, demand, or other communication required by this Lease to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if (a) personally delivered, (b) sent via national overnight courier (e.g. Federal Express); or (c) mailed by certified United States first class mail, postage prepaid,

In the case of Lessor, to:

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator

With copies to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attn: Robert D. Klahr

The Graville Law Firm, LLC
130 South Bemiston Avenue
Suite 700
Clayton, Missouri 63105
Attn: Christopher Graville

In the case of Lessee, to:

Big Sports Properties, LLC
2675 Scott Ave, Suite G
St. Louis, Missouri 63103
Attn: Daniel Buck

With a copy to:

Van Osdol, P.C.
1000 Walnut Street, Suite 1500
Kansas City, Missouri 64106
Attn: Cheryl Boushka

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. Notices sent by personal delivery shall be deemed received on the date of delivery; notices sent by overnight delivery service shall be deemed received the next business day after the same has been deposited with the overnight carrier for next business day delivery; notice sent by certified mail shall be deemed received three business days after being deposited in the U.S. Mail. All postage or delivery charges shall be the responsibility of the sender of such notice. Refusal to accept delivery shall be deemed acceptance of delivery with the date of refusal being the date of receipt of the notice.

33. SURVIVAL OF LEASE COVENANTS

The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors or assigns, and shall run with the land.

34. EXAMINATION OF LEASE

Lessor and Lessee hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Lease. Should any provision of this Lease require judicial interpretation, it is agreed that any court interpreting this Lease shall not apply a presumption that the terms hereof should be construed more strictly against one party than the other by reason of the rule that a document is to be more strictly construed against the party who prepared the document or the initial draft of the document. Both parties acknowledge that this Lease is the product of extensive negotiations between the parties and that both parties have contributed substantially to the final preparation of the terms and provisions of this Lease. Typewritten or handwritten provisions inserted in this Lease and initialed by both parties, and any amendment or addenda initialed or signed by both parties, shall control in the event of any conflict or inconsistency with any other provisions of this Lease, and handwritten provisions initialed by both parties shall control over typewritten provisions. In the event of any conflict between the terms of this Lease and the Development Agreement, the Development Agreement shall govern and control.

35. HEADINGS

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

36. COSTS AND ATTORNEYS' FEES

If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law).

37. APPLICABLE LAW; VENUE; JURY TRIAL

This Lease shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Lease shall be the Circuit Court of St. Louis County, Missouri, and each party agrees to waive any defense of an inconvenient forum. BY ENTERING INTO THIS LEASE, LESSOR AND LESSEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS LEASE.

38. NO PARTNERSHIP OR JOINT VENTURE

Lessor shall not, by virtue of this Lease, in any way or for any purpose, be deemed to be a partner of Lessee in the conduct of Lessee's business upon, within or from the Leased Premises or otherwise, or a joint venturer or a member of a joint enterprise with Lessee.

39. FORCE MAJEURE

Unless otherwise expressly provided in this Lease, a party shall not be liable to the other party for delays or failures in performance of any of its obligations under this Lease because of any delay caused by Force Majeure. "Force Majeure" includes for purposes of this Lease, orders of any kind of any court or governmental body, strikes, lockouts, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, unusually adverse weather conditions, unusually wet soil conditions, civil war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, wrongful refusal or failure to issue any necessary permits or legal authorization by any governmental entity, shortage or delay in shipment of material or fuel, or other causes beyond the responsible party's reasonable control. If a delay or failure of performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure event. Nothing in this paragraph shall excuse the obligation of either party to make monetary payments, including, without limitation, the payment of Rent by Lessee or payments to be made by Lessee to the Escrow Fund, in a timely manner.

40. NO THIRD PARTY BENEFICIARIES

The provisions of this Lease are for the benefit of Lessee or Lessor, and no other parties shall have any right or claim against Lessee or Lessor by reason of this Lease or be entitled to benefit therefrom or to enforce any of the provisions thereof.

41. TIME FRAMES

If any date hereunder falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended until the next following business day. For purpose of this Lease, Saturday is not a "business day".

42. ENTIRE AGREEMENT

The Development Agreement and this Lease contains the entire agreement of Lessor and Lessee with respect to the lease of the Leased Premises, and all prior negotiations, representations and understandings (except for those in the Development Agreement) are merged into this Lease. Any agreement hereafter made shall be ineffective to change, modify or discharge this Lease in whole or in part unless such agreement is in writing and signed by a duly authorized officer or person on behalf of the party against whom enforcement of the change, modification or discharge is sought. This Lease may be executed in more than one counterpart, and each counterpart shall constitute an original.

43. RECORDING

Lessee shall not record this Lease. Lessor and Lessee agree to provide notice of this Lease by executing and recording the Memorandum of Ground Lease attached hereto as **Exhibit D**. Lessee shall pay for the costs of recording the Memorandum of Ground Lease. Upon termination of this Lease for any reason, Lessor and Lessee agree to execute a recordable instrument confirming and memorializing the termination of this Lease. Lessee hereby grants Lessor a power of attorney (which power is hereby coupled with an interest and is irrevocable) and appoints Lessor its attorney-in-fact to execute and record such document or documents as may be reasonably necessary to confirm and memorialize the termination of this Lease and release and terminate the Memorandum of Ground Lease of record if Lessee fails to execute and deliver to Lessor such instruments required of Lessee in this paragraph within ten (10) days after Lessor's request therefor.

44. AUTHORITY

By execution of this Lease, the undersigned, signing on behalf of Lessee, hereby represents and warrants that (i) this Lease has been duly authorized and executed on behalf of Lessee and constitutes a valid and binding agreement of Lessee; (ii) Lessee has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement or encumbrance to which Lessee is a party or by which Lessee is bound; (iii) Lessee now has, and on the Commencement Date will have, full right and authority to execute and deliver this Lease, and all documents and instruments required of it for the performance of this Lease; and (iv) Lessee is now, and on the

Commencement Date will be, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri.

45. LOCATION OF LEASED PREMISES WITHIN A COMMUNITY IMPROVEMENT DISTRICT OR A TRANSPORTATION DEVELOPMENT DISTRICT

Lessee acknowledges that the Leased Premises is located in the Development Area (as defined in the Development Agreement). The Development Area and Leased Premises are located within the existing Chesterfield Valley Transportation Development District (the "CVTDD"). Lessee covenants and agrees to do all things necessary to comply with the requirements of the CVTDD, including the collection of any sales taxes or special assessments levied by the CVTDD. Additionally, under the Development Agreement, the Lessor has the right to form a transportation development district ("TDD") or a community improvement district ("CID") or both, and to cause the Leased Premises to be subject to, and located within, the boundaries of such TDD or CID. Lessee covenants and agrees to cooperate with the Lessor in the formation or creation of any CID or TDD or both, including, as applicable, voting in favor of the same, signing any petition to create the same, and filing any pleading supporting or agreeing to the creation of the same. Any CID or TDD having within its boundaries the Leased Premises shall have the right to impose, in accordance with applicable law, a sales tax (as used in this Lease, a "sales tax" includes any corresponding use tax) or special assessment, or both, in connection with payment for any project or improvements that a community improvement district may undertake (or may pay for) under Sections 67.1401 to 67.1571 RSMo (as amended from time to time, the "CID Act"), or any project or improvements that a transportation development district may undertake (or may pay for) under Sections 238.200 to 238.280 RSMo (as amended from time to time, the "TDD Act"). Lessee covenants and agrees to support and vote for the implementation of any such sales tax or special assessments, and Lessee covenants and agrees to cause any tenants, subtenants, or other occupants of the Leased Premises to support and vote for the implementation of any such sales tax or special assessment and to collect the same.

Without limiting the obligations of the Lessee in this Section 45, Lessee covenants and agrees to include in any Underlease for any part of the Leased Premises a covenant on the part of any such tenant, subtenant, or other occupant to collect, report, and remit any such sales tax or special assessment imposed by the CVTDD, CID or TDD, or all of them, in accordance with applicable law, including the obligation to: execute a business registration form and return a copy to the City, which shall serve as notification to the City of the opening of a business that is subject to the sales tax to be levied by the CVTDD, CID or TDD (any such tax, as applicable, a "District Tax"); to assist the City or CVTDD, as applicable, in the collection and administration of the District Tax; separately identify and declare all District Tax originating with the CVTDD, CID or TDD; collect and remit the District Tax in accordance with applicable law and file all sales tax returns required by the State of Missouri in connection with the collection of sales and use taxes; upon written request of the City or CVTDD, supply or cause to be promptly supplied to the City or CVTDD, copies of sales tax returns filed with Missouri Department of Revenue promptly after filing by Lessee; upon written request of the City or CVTDD, supply or cause to be promptly supplied to the City or CVTDD, copies of monthly invoices received for utility services provided to the Leased Premises including electric, natural gas, and telephone services;

and, to designate sales subject to sales taxes pursuant to Chapter 144 RSMo, as amended, to be reported as originating from the Leased Premises to the fullest extent permitted by law.

46. LESSOR'S LIABILITY

The term "Lessor" as used in this Lease, as far as the covenants and agreements of Lessor in this Lease are concerned, shall be construed to mean only the holder or holders of Lessor's interest in the Leased Premises at the time in question. In the event of any transfer or transfers of Lessor's interest, other than a transfer for security prior to foreclosure thereof, so long as the assignee of the Lessor assumes and agrees to perform all of the liabilities and covenants of the Lessor hereunder thereafter arising, the Lessor herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved, as to occurrences after the date of such transfer, from all duties and obligations relating to the performance of any covenants or agreements on the part of Lessor to be performed or observed after such transfer. It is the intent of this section that the provisions of this Lease shall be binding upon Lessor, its successors and assigns only during and in respect of their respective successive periods of ownership. In any event, and notwithstanding any other provision of this Lease, neither Lessor (including any successor lessor) nor any officer, official, director, manager, member, agent, partner, trustee, beneficiary, or employee thereof shall be liable in an individual or personal capacity for the performance or nonperformance of any agreement, covenant, or obligation of Lessor contained in this Lease, and Lessor's liability shall be limited to the value of Leased Premises in its then current condition.

47. EXHIBITS

Exhibits A through D (all of which are hereby incorporated herein by this reference), as follows:

Exhibit A	Leased Premises
Exhibit B	Confirmation of Ground Lease Term
Exhibit C	Restrictions on Use
Exhibit D	Memorandum of Ground Lease

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Ground Lease to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as of the Effective Date.

LESSOR:

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

Bob Nation, Mayor

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared **BOB NATION**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

LESSEE:

BIG SPORTS PROPERTIES, LLC

By: _____
Daniel Buck, _____,

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Daniel Buck, to me personally known, who, being by me duly sworn, did say that he is the _____ of BIG SPORTS PROPERTIES, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commission in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A

EXHIBIT B

CONFIRMATION OF GROUND LEASE TERM

THIS CONFIRMATION OF GROUND LEASE TERM is made this ____ day of _____, 20____, between **CITY OF CHESTERFIELD, MISSOURI** ("Lessor") and **BIG SPORTS PROPERTIES, LLC** ("Lessee").

Lessor and Lessee have entered into that certain Ground Lease dated _____, 2017 (the "**Ground Lease**") concerning certain real property described therein as the Leased Premises. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

Pursuant to the provisions of Section 3 of the Ground Lease, Lessor and Lessee, intending to be legally bound hereby, acknowledge and agree that the Commencement Date of the Ground Lease shall be the ____ day of _____, 20____, and that the last day of the Original Term of the Ground Lease is _____, 20____. As supplemented hereby, the Ground Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Confirmation of Ground Lease Term, this ____ day of _____, 20____.

LESSOR:

CITY OF CHESTERFIELD, MISSOURI

LESSEE:

BIG SPORTS PROPERTIES, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT C

[To Come]

EXHIBIT D

Space Above for Recorder's Use Only

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**") is entered into as of the ____ day of _____, 20__ by and between by and between the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the "**Lessor**" or "**Grantor**") and **BIG SPORTS PROPERTIES, LLC**, a Missouri limited liability company, with an address of 2675 Scott Avenue, Suite G, St. Louis, Missouri 63103 (the "**Lessee**" or "**Grantee**").

RECITALS

Whereas, Lessor and Lessee are parties to that certain Development Agreement dated _____, 2017 (the "**Development Agreement**"), notice of which has been given by recordation of the Development Agreement [that Memorandum of Development Agreement] recorded at Book ____, Page ____ of the Records of the St. Louis County, Missouri Recorder of Deeds' Office; and

WHEREAS, upon the satisfaction of certain conditions in the Development Agreement, Lessor and Lessee agreed to enter in that certain Ground Lease attached as an exhibit to the Development Agreement (the "**Ground Lease**"); and

WHEREAS, the conditions precedent to the execution of the Ground Lease have been satisfied, and Lessor and Lessee have entered into the Ground Lease, which Ground Lease pertains to the Leased Premises (as defined in the Ground Lease) and legally described on **Exhibit A** attached hereto and incorporated herein;

WHEREAS, Lessor and Lessee desire to provide notice of the Ground Lease as set forth in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in the Ground Lease, Lessor and Lessee agree and provide notice as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and accurate and are incorporated herein by reference to such recitals. Capitalized terms not defined in this Memorandum have the meaning ascribed to them in the Ground Lease.

2. Grant. Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises for the Term.

3. Term. Subject to earlier termination as provided in the Ground Lease, the Lease is for a term of fifty (50) years (the "**Term**"). The Lease commenced on _____, 20____ and expires at midnight on _____, 20____. The Lease will automatically renew for two renewal terms of ten (10) years unless either Lessor or Lessee opts to terminate the Lease at the end of the current term (be it the initial Term of 50 years or first renewal term of 10 years, as applicable) by written notice to the other not later than six months prior to the end of the then current term.

4. Right of First Refusal. Section 18 of the Lease contains a right of first refusal in favor of Lessee in the event that Lessor decides to sell the Leased Premises and receive an offer to purchase the Leased Premises that Lessor intends to accept.

5. Development Agreement; Termination. The Development Agreement contains additional terms that apply to the lease of the Leased Premises by Lessee. The termination of the Development Agreement shall automatically terminate the Ground Lease. Full copies of the Ground Lease and the Development Agreement may be inspected by interested parties at the offices of the Lessor.

6. Conflict. In the event of any conflict between the terms of this Memorandum and the terms of the Ground Lease, the terms of the Ground Lease shall govern and control.

[The remainder of this page is intentionally blank—signature pages follow.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum to be executed in their respective names and the Lessor has caused its seal to be affixed thereto, and attested as to the date first above written.

LESSOR/GRANTOR:

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

Bob Nation, Mayor

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared BOB NATION, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

LESSEE/GRANTEE:

BIG SPORTS PROPERTIES, LLC

By: _____
Daniel Buck, _____,

STATE OF MISSOURI)
)SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Daniel Buck, to me personally known, who, being by me duly sworn, did say that he is the _____ of BIG SPORTS PROPERTIES, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Printed Name: _____
Notary Public in and for said State
Commission in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A

Leased Premises

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UNFINISHED BUSINESS

There are no unfinished agenda items for Monday's meeting.

If you have any questions or require additional information, please contact me prior to Monday's meeting.

LEGISLATION

- A. **BILL NO. 3110** – AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF TWO EXISTING “PC” PLANNED COMMERCIAL DISTRICTS TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 22.22 ACRE TRACT OF LAND LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE’S CROSSING (P.Z. 04-2016 US ICE SPORTS COMPLEX & VALLEY GATES [TOPGOLF USA CHESTERFIELD LLC.]—17T510041, 17T520062, 17T520095, 17T520084). (SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)
- B. **BILL NO. 3131** – AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A STORM SEWER EASEMENT IN CONJUNCTION WITH THE DEVELOPMENT OF A MULTI-FAMILY DEVELOPMENT AT 16300 LYDIA HILL DRIVE (18T321095). (FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)
- C. **BILL NO. 3132** – AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS, UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, WITH ALL NECESSARY OR APPROPRIATE APPURTENANCES AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH. (FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

D. BILL NO. 3133 – AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT THEREFORE BETWEEN THE CITY AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPRECIATE TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN. (FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3110

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF TWO EXISTING “PC” PLANNED COMMERCIAL DISTRICTS TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 22.22 ACRE TRACT OF LAND LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE’S CROSSING (P.Z. 04-2016 US ICE SPORTS COMPLEX & VALLEY GATES [TOPGOLF USA CHESTERFIELD LLC.]—17T510041, 17T520062, 17T520095, 17T520084).

WHEREAS, the petitioner, Topgolf USA Chesterfield, LLC., has requested a change in zoning for two existing “PC” Planned Commercial Districts to a new “PC” Planned Commercial District for a 22.22 acre tract of land located north of North Outer 40 Road and east of Boone’s Crossing; and,

WHEREAS, a Public Hearing was held before the Planning Commission on June 27, 2016; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the City Council, having considered said request, voted to approve the change of zoning request.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for 22.22 acres located north of North Outer 40 Road and east of Boone’s Crossing and as described as follows:

A tract of land being a tract of land as conveyed to Summit Ice Center Investors, LLC by instrument recorded in Book 14970, Page 648 and Lots A and B of Valley Gates, a subdivision according to the plat thereof as recorded in Plat Book 356, page 688 both of the St. Louis

County Records, located in U.S. Survey 2031, Township 45, North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the intersection of the west line of Lot 5 of James Long Estate, according to the plat thereof as recorded in Book 445, Page 354 of the City of St. Louis records, also being the east line of a tract of land as conveyed to Taubman Prestige Outlets of Chesterfield, LLC by instrument recorded in Book 20091, page 1215 of above said county records and the north right-of-way line of Missouri State Highway Route 40 TR Relocated, variable width, as recorded in Book 6343, page 868 of also of above said county records, said point being located 190 feet north of the centerline of said highway; thence along the east line of said Taubman tract the following courses and distances, North 01 degree 36 minutes 28 seconds East, 288.84 feet; North 66 degrees 52 minutes 23 seconds East, 42.59 feet; North 52 degrees 55 minutes 22 seconds East, 83.69 feet; North 43 degrees 35 minutes 48 seconds East, 119.08 feet; North 38 degrees 40 minutes 37 seconds East, 130.29 feet and North 50 degrees 31 minutes 21 seconds East, 99.71 feet to the southern line of a tract of land as conveyed to Wayne D & Ruthann E Hayes, by instrument recorded in Book 9054, Page 2041 of said county records; thence along said southern line the following courses and distances: North 50 degrees 31 minutes 21 seconds East, 28.80 feet; North 84 degrees 43 minutes 06 seconds East, 44.91 feet; South 87 degrees 00 minutes 22 seconds East, 188.72 feet; South 86 degrees 58 minutes 09 seconds East, 209.17 feet and North 87 degrees 39 minutes 35 seconds East, 260.46 feet to the northwest corner of above said Valley Gates Subdivision; thence along the north line of said subdivision the following courses and distances, North 87 degrees 39 minutes 35 seconds East, 92.35 feet; South 88 degrees 38 minutes 39 seconds East, 277.05 feet and South 78 degrees 44 minutes 00 seconds East, 24.29 feet to the northeast corner of said subdivision; thence along the east line of said Valley Gates Subdivision, South 02 degrees 22 minutes 06 seconds East, 775.95 feet to the north line of above said Missouri State Highway 40 TR, said point also being located on a curve to the left having a radius of 3054.79 feet; thence along said right-of-way line the following; along said curve with an arc length of 225.28 feet and a chord which bears North 82 degrees, 00 minutes 08 seconds West, 225.22 feet to

a point of tangency and North 84 degrees 06 minutes 54 seconds West, 1287.96 feet to the Point of Beginning, containing 967,827 square feet or 22.218 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc, on February 29, 2016.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the "Attachment A" and the preliminary plan indicated as "Attachment B" which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by Topgolf USA Chesterfield, LLC. in P.Z. 04-2016, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 27th day of June 2016, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2017

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST

Vickie Hass, CITY CLERK

FIRST READING HELD: __09/07/2016__

AMENDMENT 1:

The Planning and Public Works Committee recommended that the following changes be made to the Attachment A by a vote of 4-0 :

Section I. Floor Area, Height Building and Parking Structure Requirements, B. pages 2 and 3. Insert the following underlined language:

1. Floor Area

- a. The total building floor area within this development shall not exceed 150,000 square feet.

3. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for each lot within this development.

Section I. Access/Access Management, I. page 5. Insert the underlined language and delete the language with the strike-through:

1. Access to Lot A shall be as shown on the Preliminary Plan attached hereto as Attachment B.

2. No direct access to Lot A from North Outer 40 Road shall be permitted.

3. Access to Lot B shall be as shown on the Preliminary Plan attached hereto as Attachment B.

4. Lot C shall be permitted one access point from North Outer 40 Road as shown on the Preliminary Plan attached hereto as Attachment B and as directed by the City of Chesterfield and St. Louis County Department of Transportation.

5. Adequate sight distance shall be provided as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.

- ~~1. Access to the development shall be from one entrance/exit on North Outer 40 Road as shown on the Preliminary Development Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.~~

2.1. Provide public access easements through Lot B of the development as needed such that access is provided from North Outer 40 Road to the adjoining property to the north for trail access. The easement shall be dedicated to the City of Chesterfield for public use. The conveyance or dedication of these easements will be a condition of Site Improvement Plan approval. The location, dimensions, and form of the conveyance or dedication shall be mutually agreed upon by the developer and the City of Chesterfield, and any such conveyance or dedication shall be subject to existing easements, if any.

3.2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the St. Louis County Department of Transportation.

4.3. Cross access shall be provided to serve ~~the properties to the east and west of the subject site,~~ development as shown on the Preliminary Plan attached hereto as Attachment B and as directed by the City of Chesterfield and St. Louis County Department of Transportation.

AMENDMENT 2:

The Planning and Public Works Committee made a motion to increase the height of the buildings on Lots A and C that resulted in a vote of 2-2 :

Section I. Floor Area, Height Building and Parking Structure Requirements, B. page 2. Insert the underlined language and delete the language with the strike-through:

1. Height

~~a. The maximum height of all buildings, with the exception of buildings and structures utilized in conjunction with above use "h" Recreation Facility, shall not exceed forty-five (45) feet. Said restriction shall be exclusive of rooftop mechanical equipment and screening.~~

b.a. The maximum height including parapets and other similar features, rooftop equipment, and lighting structures of all buildings ~~utilized in conjunction with above use "h" Recreation Facility~~ shall not exceed sixty (60) feet.

ATTACHMENT A

All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this “PC” Planned Commercial District shall be:
 - a. Administrative Offices for Educational or Religious Institutions
 - b. Church and other Places of Worship
 - c. Community Center
 - d. Art Gallery
 - e. Art Studio
 - f. Banquet Facility
 - g. Gymnasium
 - h. Recreation Facility
 - i. Office, Dental
 - j. Office, General
 - k. Office, Medical
 - l. Bakery
 - m. Bar
 - n. Bowling Center
 - o. Brewpub
 - p. Coffee Shop
 - q. Grocery, Community
 - r. Grocery, Neighborhood
 - s. Grocery, Supercenter
 - t. Restaurant, Sit Down
 - u. Restaurant, Fast Food
 - v. Restaurant, Take Out
 - w. Retail Sales Establishment, Community

- x. Retail Sales Establishment, Regional
- y. Tackle and Bait Shop
- z. Barber or Beauty Shop
- aa. Commercial Service Facility
- bb. Drug Store and Pharmacy
- cc. Dry Cleaning Establishment
- dd. Financial Institution, no drive-thru
- ee. Hotel and Motel
- ff. Hotel and Motel, Extended Stay
- gg. Professional and Technical Service Facility
- hh. Research Laboratory and Facility
- ii. Theatre, Indoor

2. Hours of Operation.

- a. Uses “q”, “r”, “s”, “w”, “x”, “y”, and “bb”, above shall be restricted to hours of operation open to the public from 6:00 AM to 12:00 AM. Hours of operation for said use may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.
- b. All deliveries and trash pick-ups shall be limited to the hours from 7:00 AM to 11:00 PM.

B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. Height

- a. The maximum height of all buildings, with the exception of buildings and structures utilized in conjunction with above use “h” Recreation Facility, shall not exceed forty-five (45) feet. Said restriction shall be exclusive of rooftop mechanical equipment and screening.
- b. The maximum height including parapets and other similar features, rooftop equipment, and lighting structures of all buildings utilized in conjunction with above use “h” Recreation Facility shall not exceed sixty (60) feet.

- c. The maximum height of poles and nets for the driving range in conjunction with above use “h” Recreation Facility shall not exceed one hundred and seventy (170) feet.

2. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for this development.
- b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

- a. Seventy-five (75) feet from the southern boundary of the “PC” District.
- b. Five (5) feet from the eastern and western boundaries of the “PC” District.
- c. Thirty (30) feet from the northern boundary of the “PC” District.

2. Parking Setbacks

No parking stall, loading space, internal driveway, or roadway, except points of ingress or egress, will be located within the following setbacks:

- a. Thirty (30) feet from the southern boundary of the “PC” District.
- b. Zero (0) feet from the eastern and western boundaries of the “PC” District.
- c. Thirty (30) feet from the northern boundary of the “PC” District.

D. PARKING AND LOADING REQUIREMENTS

- 1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
- 2. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.

3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
4. Parking lots shall not be used as streets.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Installation of a Landscaping and Ornamental Entrance Monument or Identification Signage construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be from one entrance/exit on North Outer 40 Road as shown on the Preliminary Development Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
2. Provide public access easements as needed such that access is provided from North Outer 40 Road to the adjoining property to the north for trail access. The easement shall be dedicated to the City of Chesterfield for public use. The conveyance or dedication of these easements will be a condition of Site Improvement Plan approval. The location, dimensions, and form of the conveyance or dedication shall be mutually agreed upon by the developer and the City of Chesterfield, and any such conveyance or dedication shall be subject to existing easements, if any.
3. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the St. Louis County Department of Transportation.
4. Cross access shall be provided to serve the properties to the east and west of the subject site, as directed by the City of Chesterfield.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Construct improvements as required by St. Louis County Department of Transportation and the City of Chesterfield, as directed by the City.
2. Additional right-of-way and road improvements shall be provided, as required by the St. Louis County Department of Transportation and the City of Chesterfield.
3. Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special cash escrow supported by an Irrevocable Letter of Credit, must be established with the St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.

4. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
5. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Highways and Traffic. No gate installation will be permitted on public right-of-way.
6. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or the St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto North Outer 40 Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the St. Louis County Department of Transportation.

L. POWER OF REVIEW

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. Formal MSD review and approval and permits are required prior to construction.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.
6. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall

provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.

7. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
8. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.
9. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
10. Post Construction Best Management Practices (BMPs) will be required to treat the extents of the project's disturbed area. Additional BMPs may need to be integrated throughout the site in order to demonstrate this as detailed plans are developed. BMPs with a runoff volume

reduction component shall be the emphasis of the site's water quality strategy.

11. Approval from the Monarch Chesterfield Levee District and the City of Chesterfield with regards to the project's compliance with the Chesterfield Valley master drainage plan will be required prior to MSD approval of final plans.
12. The Chesterfield Outlets Pump Station was planned to serve the subject property and the adjacent property to the east.
 - a. The proposed sanitary sewer shall be public and located within a minimum 10' wide easement granted to MSD. The easement corridor shall extend to the eastern property line.
 - b. The easement and the horizontal and vertical design location of the new sanitary sewer shall maximize accessibility to the Chesterfield Outlets Pump Station via gravity sewers.
 - c. The anticipated flows generated by the Top Golf development will need to be determined and compared to the current capacity of the Chesterfield Outlets Pump Station. Improvements to the pump station and its effluent main may be necessary if the Top Golf development would generate flows in excess of the pump station's current storage and pumping capacities.
13. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).

N. SANITARY SEWER

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

O. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the Department of Public Services. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
3. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
4. If any development in, or alteration of, the floodplain or supplemental protection area is proposed, the developer may be required to submit a Floodplain Study and/or a Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for

improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. Consult Article 5 of the Unified Development Code for specific requirements.

5. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
6. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.
- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

III. COMMENCEMENT OF CONSTRUCTION

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

- 1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
- 2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Unified Development Code to indicate proposed landscaping along arterial and collector roadways.
- 3. Include a Lighting Plan in accordance with the City of Chesterfield Unified Development Code to indicate proposed lighting along arterial collector roadways.
- 4. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
- 5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

B. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

The Site Development Section Plan shall adhere to the above criteria and to the following:

- 1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
- 2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.

3. Provide open space percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.
12. Depict existing and proposed improvements within one hundred fifty (150) feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within one hundred fifty (150) feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending one hundred fifty (150) feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Unified Development Code.

17. Comply with all preliminary plat requirements of the City of Chesterfield Unified Development Code.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Highways and Traffic, and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

C. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

The Site Development Plan shall include, but not be limited to, the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.

10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.

22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

V. TRUST FUND CONTRIBUTION

Traffic Generation Assessment Rates

The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2017, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

A. ROADS

1. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,223.29/parking space
Recreational Uses	\$512.12/parking space
Office Space	\$741.06/parking space

If types of development proposed differ from those listed, rates shall be provided by the St. Louis County Department of Transportation.

If a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

Allowable credits for required roadway improvements will be awarded as directed by the St. Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

2. As this development is located within a trust fund area established by St. Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

3. Road Improvement Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$894.19 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contribution shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made before Saint Louis County approval of the Site Development Plan unless otherwise directed by the Saint Louis County Department of Transportation. Funds shall be payable to Treasurer, Saint Louis County.

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,837.06 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

D. SANITARY SEWER

The sanitary sewer contribution is collected as the Caulks Creek impact fee.

The sanitary sewer contribution within the Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

VI. RECORDING

Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

VII. ENFORCEMENT

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

SITE INFORMATION:

PROPOSED SITE AREA: 22.218 ACRES
 EXISTING ZONING: "PC" PLANNED COMMERCIAL (ORD. #1564 AND #2570)
 PROPOSED ZONING: "PC" PLANNED COMMERCIAL
 CITY: CHESTERFIELD, MISSOURI
 SITE ZIP CODE: 63005
 SITE ADDRESS INFO: 16851, 16845 and 16836 NORTH OUTER 40 ROAD
 OWNER: TOPGOLF USA CHESTERFIELD, LLC (OWNER UNDER CONTRACT)
 WUNDERBERG'S: PGS. 20 AND 21
 SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DISTRICT
 WATER SHED: CAULKS CREEK, MISSOURI RIVER
 FLOOD MAP PANEL: FEMA 2180305K, EFFECTIVE FEB. 4, 2015
 FIRE DISTRICT: MONARCH FIRE PROTECTION DIST.
 13725 OLIVE BLVD.
 CHESTERFIELD, MO 63017
 WATER DISTRICT: MISSOURI AMERICAN WATER COMPANY

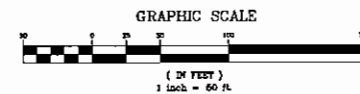
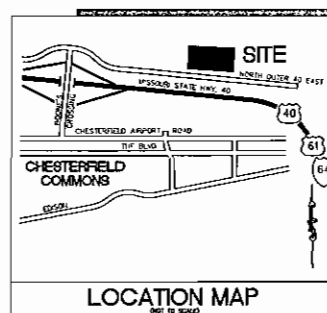
INDEX

- C1 - PRELIMINARY DEVELOPMENT PLAN
- C2 - SITE SECTIONS
- TSD - TREE STAND DELINEATION

TOPGOLF PRELIMINARY DEVELOPMENT PLAN

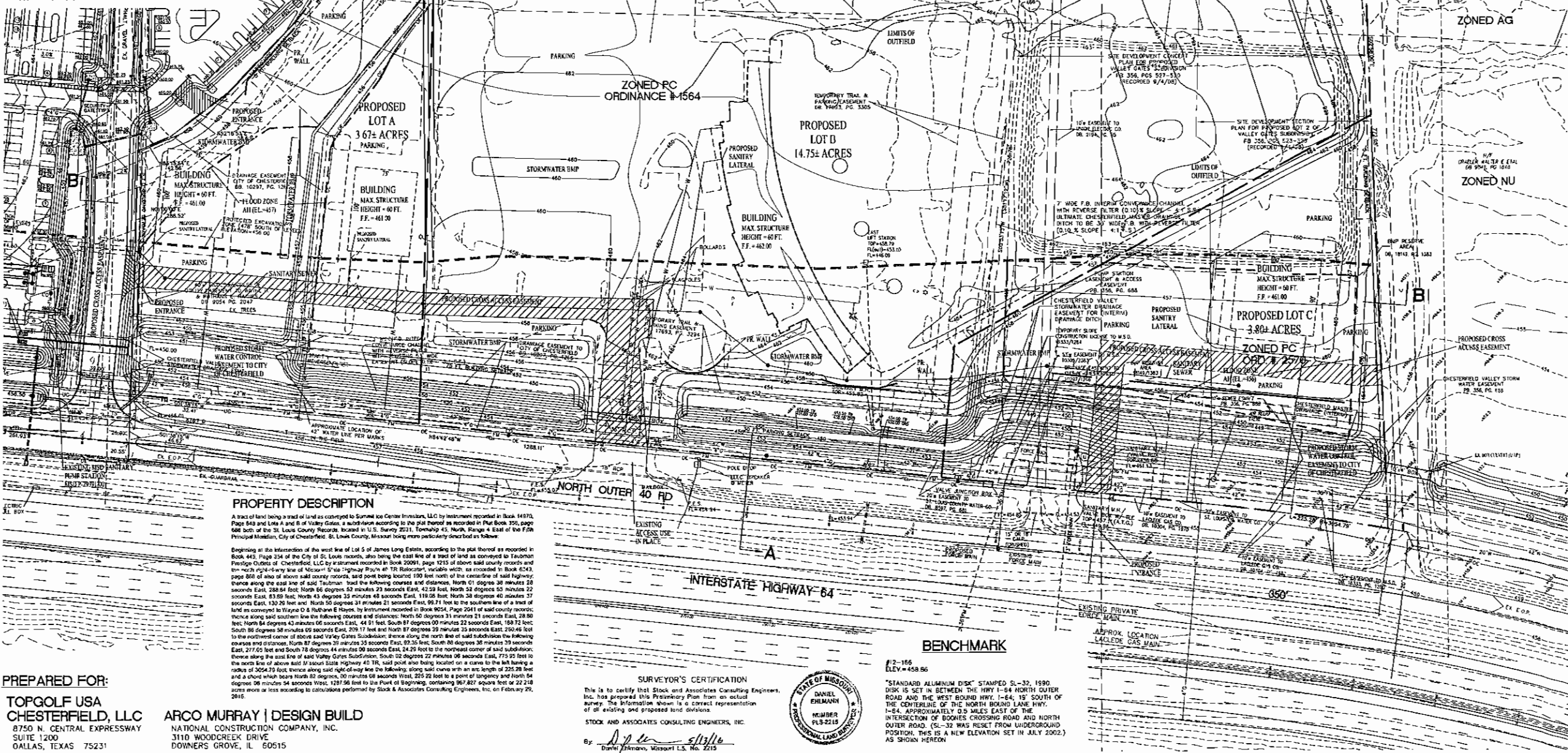
A TRACT OF LAND AS CONVEYED TO SUMMIT ICE CENTER INVESTORS, L.L.C., BY INSTRUMENT RECORDED IN BOOK 14780, PAGE 648 AND LOTS A AND B OF VALLEY GATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 356, PAGE 688 BOTH OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

TOTAL TRACT = 22.218 AC



GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D. MOORE, ST. LOUIS COUNTY, INC. CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOLOGICAL EXPLORATION PREPARED BY MCKINNEY TESTING (JOB NO. 13664) DATED MAY 5, 2015.
- THERE IS A MINIMUM OPEN SPACE OF 30% AS REQUIRED BY THE PC DISTRICT REGULATIONS.
- THERE IS A MAXIMUM F.A.R. OF 0.55 AS REQUIRED BY THE PC DISTRICT REGULATIONS.
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL PROPOSED ACCESS TO ST. LOUIS COUNTY RIGHT-OF-WAY SHALL MEET MINIMUM ST. LOUIS COUNTY SHORT DISTANCE REQUIREMENTS.
- ALL SIDEWALKS AND ASSOCIATED ACCESSIBILITY IMPROVEMENTS WITHIN RIGHT-OF-WAY SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY ADA STANDARDS.
- A SIGNED/SEALED NOTE SHALL BE ADDED TO THE CONSTRUCTION PLANS INDICATING THAT THE UNIMPROVED EXISTING SIDEWALK ALONG THE PROJECT FRONTAGE MEETS CURRENT ST. LOUIS COUNTY ADA STANDARDS.
- ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
- ALL HYDRAULIC POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
- ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE EVIDENCING GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PER PERSON AND PER OCCURRENCE LIMITS.
- PRIOR TO "SPECIAL USE PERMIT" ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW ON A SPECIAL ESCROW SUPPORTED BY A NOTICE BY LETTER OF CREDIT MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.
- CROSS ACCESS TO THE EAST AND WEST PROPERTIES SHALL BE AS DIRECTED BY THE CITY OF CHESTERFIELD.
- THE TOTAL BUILDING FLOOR AREA REQUESTED FOR THIS DEVELOPMENT IS 150,000 SF.



PROPERTY DESCRIPTION

A tract of land being a tract of land as conveyed to Summit Ice Center Investors, LLC by instrument recorded in Book 14780, Page 648 and Lots A and B of Valley Gates, a subdivision according to the plat thereof as recorded in Plat Book 356, page 688 both of the St. Louis County Records, located in U.S. Survey 2031, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the intersection of the west line of Lot 5 of James Long Estate, according to the plat thereof as recorded in Book 443, Page 314 of the City of St. Louis records, also being the east line of a tract of land as conveyed to Taubman Prestige Outlets of Chesterfield, LLC by instrument recorded in Book 20091, page 1215 of above said county records and north-south right-of-way line of Missouri State Highway 40, 170 feet wide, as recorded in Book 4363, page 866 of above said county records, said point being located 190 feet north of the centerline of said highway, thence along the east line of said Taubman tract the following courses and distances: North 01 degree 36 minutes 28 seconds East, 288.84 feet; North 66 degrees 52 minutes 23 seconds East, 42.59 feet; North 24 degrees 52 minutes 22 seconds East, 83.89 feet; North 43 degrees 35 minutes 48 seconds East, 119.05 feet; North 38 degrees 40 minutes 37 seconds East, 130.29 feet; and North 50 degrees 31 minutes 21 seconds East, 99.71 feet to the southern line of a tract of land as conveyed to Village D & B, Suite E, by instrument recorded in Book 1804, Page 2041 of said county records, thence along said southern line the following courses and distances: North 50 degrees 31 minutes 21 seconds East, 28.80 feet; North 54 degrees 42 minutes 06 seconds East, 44.91 feet; South 87 degrees 00 minutes 22 seconds East, 180.72 feet; South 86 degrees 38 minutes 09 seconds East, 208.17 feet; and North 87 degrees 00 minutes 22 seconds East, 150.46 feet to the northwest corner of above said Valley Gates Subdivision; thence along the north line of said subdivision the following courses and distances: North 87 degrees 00 minutes 22 seconds East, 22.35 feet; South 88 degrees 38 minutes 39 seconds East, 27.62 feet; and South 78 degrees 44 minutes 09 seconds East, 24.25 feet to the northeast corner of said subdivision; thence along the east line of said Valley Gates Subdivision, South 02 degrees 22 minutes 08 seconds East, 775.95 feet to the north line of above said Missouri State Highway 40, 170 feet wide, said point also being located on a curve to the left having a radius of 3054.70 feet, thence along said right-of-way line the following: along said curve with an arc length of 225.28 feet and a chord which bears North 82 degrees, 00 minutes 08 seconds West, 225.22 feet to a point of tangency and North 84 degrees 08 minutes 54 seconds West, 1281.56 feet to the Point of Beginning, containing 967,407 square feet or 22.218 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on February 29, 2015.

SURVEYOR'S CERTIFICATION

This is to certify that Stock & Associates Consulting Engineers, Inc. has prepared this Preliminary Plan from an actual survey. The information shown is a correct representation of all existing and proposed land divisions.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
 By: *[Signature]* 5/11/16
 Daniel J. Stock, Missouri L.S. No. 2215



#12-155
 ELEV. = 458.86

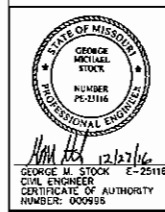
"STANDARD ALLUMINUM DISK" STAMPED SL-32, 1990.
 DISK IS SET IN BETWEEN THE HWY 1-64 NORTH OUTER ROAD AND THE WEST BOUND HWY 1-64, 15' SOUTH OF THE CENTERLINE OF THE NORTH BOUND LANE HWY 1-64, APPROXIMATELY 0.5 MILES EAST OF THE INTERSECTION OF BOONES CROSSING ROAD AND NORTH OUTER ROAD. (SL-32 WAS RESET FROM UNDERGROUND POSITION. THIS IS A NEW ELEVATION SET IN JULY 2002.) AS SHOWN HEREON

PREPARED BY:

Stock & Associates
 Consulting Engineers, Inc.
 821 Chesapeake Business Parkway
 St. Louis, MO 63105
 PH: (314) 531-8300
 FAX: (314) 531-8301
 E-mail: general@stockinc.com
 Web: www.stockinc.com

PRELIMINARY DEVELOPMENT PLAN FOR:

SUMMIT DEVELOPMENT
 CITY OF CHESTERFIELD
 ST. LOUIS COUNTY, MISSOURI

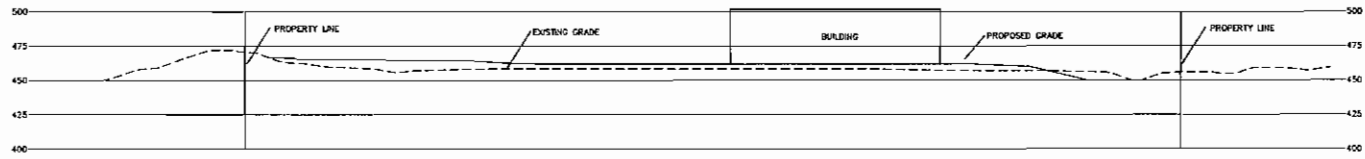


REVISIONS:

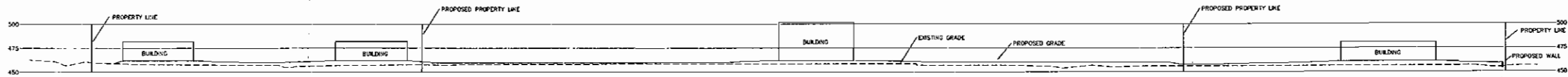
1	PER CITY COMMENTS 05/23/16
2	PER CITY COMMENTS 05/25/16
3	PER CITY COMMENTS 06/06/16
4	PRESENTATION 06/20/16
5	PER CITY COMMENTS 06/07/16
6	PER OWNER 10/31/16
7	PER CITY COMMENTS 12/15/16

RECEIVED
 DEC 2 2016
 City of Chesterfield

SHEET TITLE:
PRELIMINARY DEVELOPMENT PLAN
 SHEET NO:
C1



SITE SECTION A-A
SCALE: 1"=50'



SITE SECTION B-B
SCALE: 1"=50'

PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
252 Chesterfield Business Parkway
St. Louis, MO 63105
PH: (314) 522-8000
FAX: (314) 522-1130
E-mail: general@stockeng.com
Web: www.stockeng.com

PRELIMINARY DEVELOPMENT PLAN FOR:

TOPGOLF
CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI



GEORGE M. STOCK C-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

- REVISIONS:
- 1 PER CITY COMMENTS 06/13/16
 - 2 PER CITY COMMENTS 06/20/16
 - 3 PER CITY COMMENTS 06/26/16
 - 4 PRESENTATION 06/29/16
 - 5 PER CITY COMMENTS 06/30/16
 - 6 PER OWNER 10/31/16
 - 7 PER CITY COMMENTS 12/29/16

DATE	02/26/16	BY	E.J.F.	DATE	02/26/16	BY	G.M.S.
412.12		412.12		412.12		412.12	
412.12		412.12		412.12		412.12	
412.12		412.12		412.12		412.12	

SHEET TITLE:
SITE SECTIONS

SHEET NO.:
C2

BILL NO. 3131

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A STORM SEWER EASEMENT IN CONJUNCTION WITH THE DEVELOPMENT OF A MULTI-FAMILY DEVELOPMENT AT 16300 LYDIA HILL DRIVE. (18T321095).

WHEREAS, Watermark at Chesterfield Village Mo, Residential LLC is constructing a new multi-family development at 16300 Lydia Hill Drive; and

WHEREAS, As part of the development requirements for said project, Watermark at Chesterfield Village Mo, Residential LLC is requesting a sewer easement on City of Chesterfield Property at 16302 Lydia Hill Drive (19T641338); and

WHEREAS, Currently, storm water flows across this property into Lake One of Chesterfield Village, and after the development is constructed a storm water pipe will be installed within the proposed easement to serve the development at 16300 Lydia Hill Drive (18T321095) and will be discharged directly into Lake One of Chesterfield Village; and

WHEREAS, Watermark at Chesterfield Village Mo, Residential LLC will install and maintain the sewer improvements that are installed as part of this development; and

WHEREAS, the Department of Public Services has reviewed the request and has determined that said request meets all applicable regulations and the easement will have no adverse effect on the City of Chesterfield.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby authorizes the Mayor to execute the attached easement as depicted and described in Exhibit "A" are attached hereto and made part of hereof.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 20__.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD 1/18/17

EXHIBIT "A"

E A S E M E N T

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS. That The City of Chesterfield, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by Watermark at Chesterfield Village Mo, Residential LLC, the receipt of which is hereby acknowledged, do(es) hereby give, grant, extend, and confer on Watermark at Chesterfield Village Mo, Residential LLC the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. Watermark at Chesterfield Village Mo, Residential LLC may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said City of Chesterfield has caused these presents to be signed by its Mayor this ____ day of _____, 20 ____.

By _____ City of Chesterfield

Name _____ Bob Nation

Attest: Title _____ Mayor

Vickie Hass, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this ____ day of _____, 20____, before me appeared Bob Nation to me personally known, who being by me duly sworn, did say he is Mayor of the City of Chesterfield Mo, and that said instrument was signed in behalf of said corporation by authority of its City Council, and said Bob Nation acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

My commission expires _____.

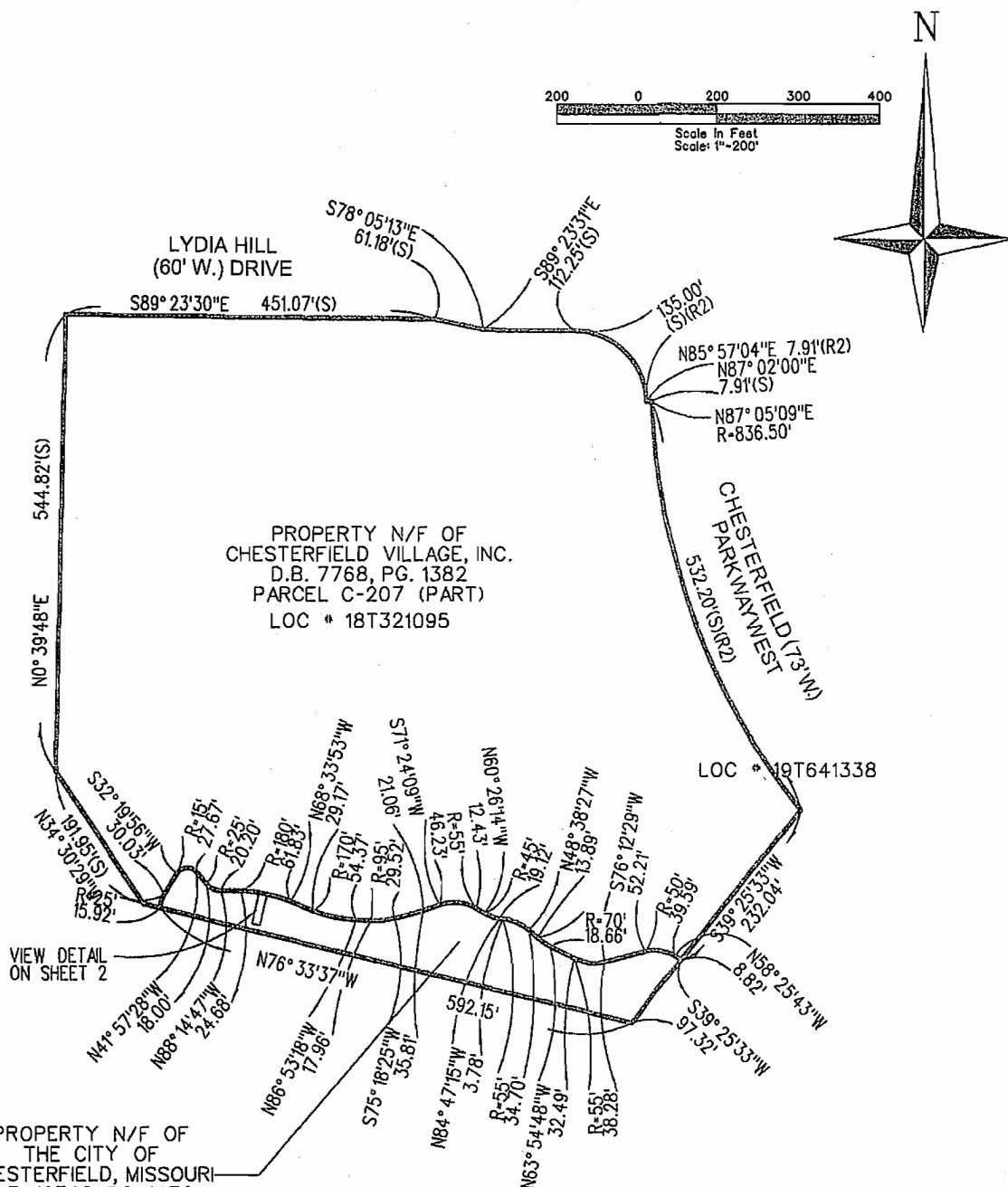


EXHIBIT "A" 1 OF 2

INITIAL:

EASEMENT PLAT
A TRACT OF LAND BEING PART OF LOT 2 OF
"BOUNDARY ADJUSTMENT PLAT CHESTERFIELD
VILLAGE AREA A" (P.B. 158, PGS. 88 & 89)
IN U.S. SURVEY 2002, T. 45 N. - R. 4 E.
CITY OF CHESTERFIELD ST. LOUIS COUNTY, MISSOURI

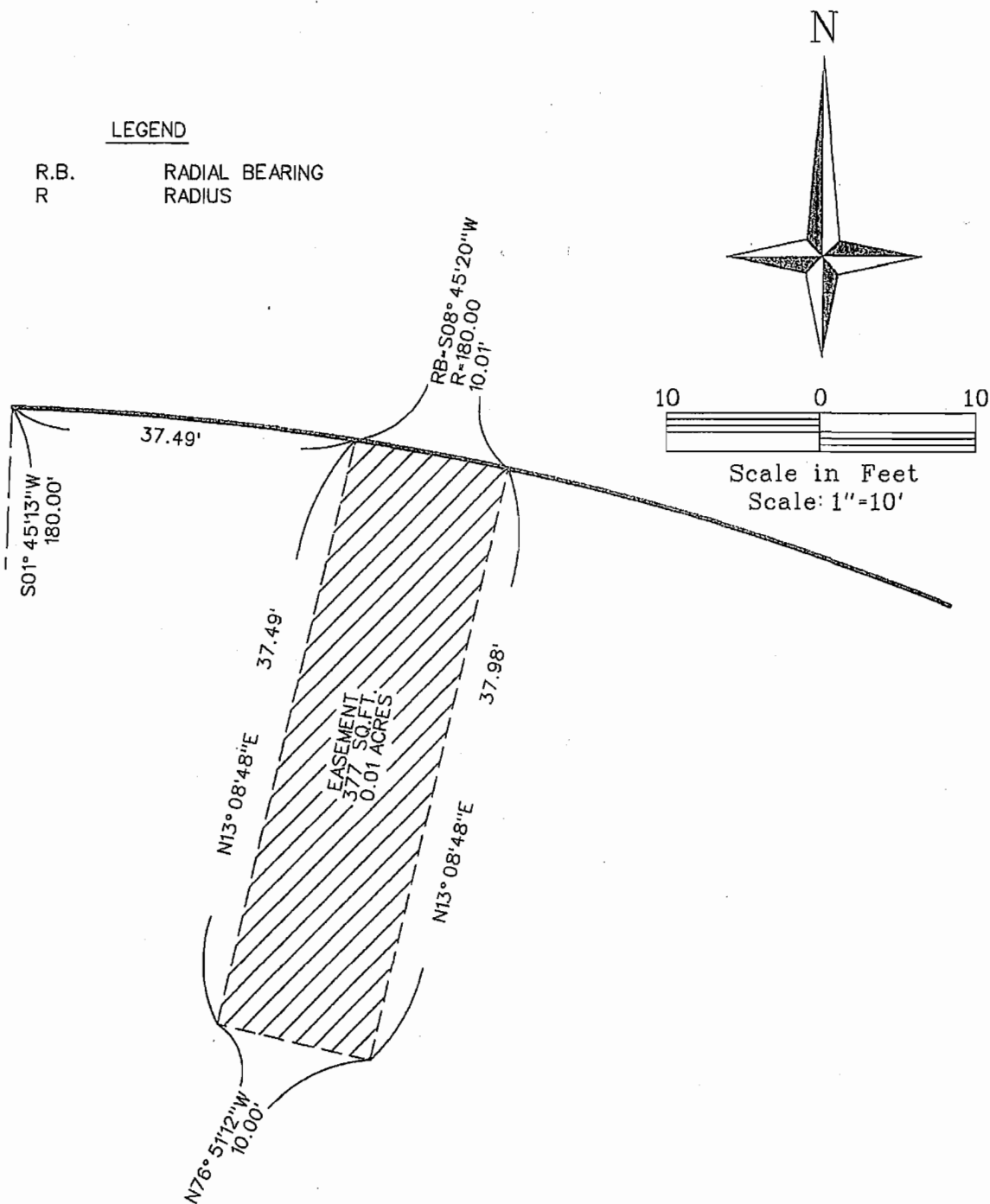


EXHIBIT "A" 2 OF 2

INITIAL:

EASEMENT PLAT
A TRACT OF LAND BEING PART OF LOT 2 OF
"BOUNDARY ADJUSTMENT PLAT CHESTERFIELD
VILLAGE AREA A" (P.B. 158, PGS. 88 & 89)
IN U.S. SURVEY 2002, T. 45 N. - R. 4 E.
CITY OF CHESTERFIELD ST. LOUIS COUNTY, MISSOURI

BILL NO. 3132

ORDINANCE NO. _____

AN ORDINANCE RENEWING AN EXISTING FRANCHISE AND GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ALL EQUIPMENT, FACILITIES, DEVICES, MATERIALS, APPARATUS OR MEDIA INCLUDING BUT NOT LIMITED TO DUCTS, LINES, PIPES, HOSES, CABLES, CULVERTS, TUBES, POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, TRANSFORMERS UNDERGROUND VAULTS, SWITCHGEAR, CAPACITORS, RECEIVERS, AND TRANSMITTERS, WITH ALL NECESSARY OR APPROPRIATE APPURTENANCES AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING, FURNISHING AND DISTRIBUTING ELECTRICITY WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATIONS UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

SECTION 1. A non-exclusive franchise, right, permission and authority is hereby granted to, and renewed and vested in Union Electric Company d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, poles, towers, wires, conduits, conductors, manholes, transformers underground vaults, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City of Chesterfield, Missouri, hereinafter called "City", as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity

and other services within said City and in territory adjacent to said City, and for the purpose of transmitting electricity through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.

SECTION 3. In order for Company to render efficient and continuous electrical service it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. This Ordinance shall confer no right, privilege or authority on Company, its successors or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 6. This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the filing of the Company's acceptance.

SECTION 7. The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance. Neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company of public property or places as authorized by this Ordinance nor service rendered by Company in said City shall be treated as use solely of the rights, permission and authority provided for by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve unto Company the rights, privileges and authority herein given and granted to the Company in

upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.

SECTION 8. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 9. Subject to the requirements of Mo. Rev. Stat. § 67.1830 thru § 67.1846, this Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities, which do not require excavation.

SECTION 10. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 11. If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.

SECTION 12. Except as provided in Mo. Rev. Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.

SECTION 13. This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

CITY CLERK

First Reading held: _____

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, _____, City Clerk within and for the City of Chesterfield, in
the State and County aforesaid, do hereby certify that:

(1) the foregoing constitutes a full, true and correct copy of Ordinance No. _____
of said City as:

(a) introduced before the Board of Aldermen on the _____ day of
_____, 2017; and

(b) completed in the form as finally passed and which remained on file with
the undersigned City Clerk for public inspection at least thirty (30) days
before the final passage thereof; and

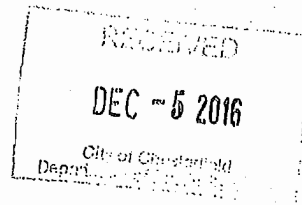
(c) passed by the City Council and approved by the Mayor on the _____ day
of _____, 2017, as fully as the same appears of record
in my office;

(2) I did not receive, within thirty (30) days after the final passage and approval of the
Ordinance, a petition sufficient in form and signed by the requisite number of
voters as set forth in § 88.251 RSMo.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Chesterfield, Missouri, at my office in said City, this _____ day of
_____, 2017.

City Clerk

CHESTERFIELD
FRANCHISE AGREEMENT



ADDED Language

- Opening Paragraph - An Ordinance Renewing an existing franchise and granting
- DBA Ameren Missouri
- A Non-exclusive franchise....
 - All equipment, facilities, devices, materials, apparatus or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, transformers underground, switchgear, capacitors, receivers, and transmitters, with all necessary or appropriate....
- Section 1 - A non-exclusive franchise..... renewed and vested....d/b/a Ameren a Missouri Corporation; and use all equipment, facilities, devices, materials, apparatuses or media including but not limited to ducts, lines, pipes, hoses, cables, culverts, tubes, transformers, switchgear, capacitors, receivers, transmitters, etc....
- City of Chesterfield, Missouri.
- Section 2 - All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission. The rates to be charged by the Company for electric service rendered under this Ordinance shall be such as are approved from time to time by the Missouri Public Service Commission and/or such other duly constituted governmental authority as shall have jurisdiction thereof. All Rules and Regulations of the Missouri Public Service Commission applicable to the rights, privileges and authority granted by this Ordinance, in the event of conflict herewith, shall govern.
- Section 3. & 4 - No Change
- Section 5 - This Ordinance shall confer no rights, privilege or authority on Company, it's successors or assigns, unless Company shall within ninety (90) days after due notice to Company of the enactment of this Ordinance, file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed within said period of ninety (90) days, all rights, privileges, granted shall become null and void.

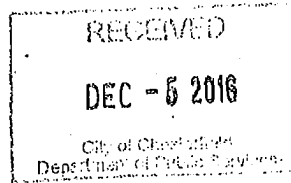
- Section 6 - This Ordinance and Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain full force and effect for a period of twenty (20) years from the.....
- Section 7 – The City acknowledges that Company is vested in rights, permissions and authority independent of this Ordinance, neither acceptance of this Ordinance nor compliance with its provisions shall impair in any way or waive any right, permission or authority which Company may have independent of this Ordinance. In addition, neither use by Company, of public property or places as authorized by this Ordinance nor service rendered by Company, in said City, shall be treated as use solely of the rights, permission and authority provided by this Ordinance and in no way shall indicate non-use of any right, permission or authority vested in the Company independent of this Ordinance. In the event the City vacates any streets, avenues, alleys, easements, rights of way, bridges or other public places during the term of this Ordinance, City agrees to use reasonable efforts to reserve until Company the rights, privileges and authority herein given and granted to the Company in upon, along, over and across each and all of such vacated premises which are at the time in use by the Company.
- Section 8 – All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.
- Section 9 - Subject to the requirements of Mo.Rev. Stat. §67.1830 thru § 67.1846, this.....which do not require excavation.
- Section 10 – If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.
- Section 11 – If, at any time, during the term of this Ordinance, City grants or renews a franchise to another entity or person for the purposes of transmitting, furnishing and distributing electricity for light, heat, power or similar services, and Company reasonably believes the other entity or person is granted more favorable treatment, terms, or conditions, then Company shall notify City of such treatment, terms, or conditions. Upon receipt of such notice, City and Company shall negotiate in good faith to amend this Ordinance to provide Company such more favorable treatment, terms or conditions on an equivalent basis. Such amendment shall take into consideration all circumstances that distinguish between Company and entity or person receiving the more favorable treatment, terms, or conditions.

- Section 12 – Except as provided in Mo.Rev.Stat. § 67.1830 thru § 67.1846, the Company shall be exempt from any special tax, assessment, license, rental or other charge during the term of this Ordinance, on all poles, conductors, wires, cables, conduits, equipment and other apparatus placed in the streets, alleys, avenues, bridges, easements, rights of way or other public places within the City.
- Section 13 – This bill shall take effect and the rights, privileges and authority hereby granted and renewed shall vest in Company upon its filing of an acceptance with the City Clerk according to the terms prescribed herein. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in MO. Rev.Stat. § 88.251. If the City Clerk does not receive within thirty days after the passing of this Ordinance a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein and shall remain in full force and effect and cannot be repealed or amended.
- Passed and approved this day of , 2016.
 - _____
 - Mayor
 - City of Chesterfield, Missouri
 - ATTEST:
 - _____
 - City Clerk

DELETED Language

- First Paragraph – last sentence – and providing that this ordinance shall not be effective unless and until such grant be approved by a majority of the voters of the City at an election.
- BE IT ORDAINED BY THE City
- A Missouri Corporation
- Section 1 – The a non-exclusive franchise, right, permission and authority is hereby granted to, and Corporation, a Missouri corporation, its successors and assigns, hereinafter called "Company", tonecessary equipment; appropriate media.....other equipmentFor light, heat, power, and other purposes
- Section 5 – This ordinance shall not be effectiveand until, grants of rights, permission

- Section 6 – date of such election; provided, however, that said Company, its successors or assigns, shall within sixty (60) days after the.....date of such approval at such election, file with the City Clerk an acceptance of the provisions
- The provisions.....of this Ordinance shall impair in any way impair or effect, or constitute or be construed as a relinquishment or waiver of, waive any right, permission or authority which company, its successor or assign, which Company.....nor shall; said Company, its successors, oror as service referable solely to this Ordinance or to any obligation of service consequent upon acceptance thereof or as and in any way indicatingor non-compliance with any obligation incident to, any right, permission or authority vested in said Company, its successors or assigns, independently of this Ordinance; and the acceptance provided forin Section 5 of this Ordinance, upon, along, over and across each and every compliance with the provisions of this Ordinance or with any obligation arising from acceptance thereof, shall be subject to, and conditioned by, the provisions of this Section 6 with the same force and effect as though each of the provisions of this section were expressly incorporated in such acceptance and expressly declared by the acceptor, its successors or assigns, at and prior tothe time of such compliance by its, as conditions of such compliance in use by the Company.
- Section 7 – Delete Section 7.
- Section 9 – Delete Section 9.
- Section 10 – Delete: Amendment to Union Electric Franchise the granting of this franchise shall not restrict regulation of Union Electric facilities within the City of applicable provisions of the Zoning Ordinance Subdivision Ordinance and other applicable ordinances of the City of Chesterfield.
- Section 11 – Delete Section 11
- Notary Page – Martha L. DeMay
- IN WITNESS WHEREOF, delete February 1992



I, Martha L. DeMay, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance #645 adopted by the City Council on February 3, 1992, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield. Finally, I certify that the attached document has neither been amended nor recorded.

In witness whereof, I have hereunto set my hand as City Clerk this 20th day of April, 19 92.

Martha L. DeMay
City Clerk

BILL NO.

655

ORDINANCE NO.

645

AN ORDINANCE GRANTING FOR A PERIOD OF TWENTY (20) YEARS TO UNION ELECTRIC COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE IT POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, UNDERGROUND VAULTS, AND OTHER EQUIPMENT, AND APPLIANCES IN CONNECTION THEREWITH, IN ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF TRANSMITTING FURNISHING AND DISTRIBUTING ELECTRICITY FOR LIGHT, HEAT, POWER AND OTHER PURPOSES WITHIN AND THROUGH SAID CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH GRANT, IMPOSING CERTAIN OBLIGATION UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION THEREWITH, AND PROVIDING THAT THIS ORDINANCE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL SUCH GRANT BE APPROVED BY A MAJORITY OF THE VOTERS OF THE CITY AT AN ELECTION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

Section 1. The franchise, right, permission and authority is hereby granted to, and vested in Union Electric Company, a Missouri Corporation, its successors and assigns, hereinafter called "Company", to construct, reconstruct, excavate for, place, maintain, operate, and use all necessary or appropriate poles, towers, wires, conduits, conductors, manholes, underground vaults, and other equipment, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges and other public places within the corporate limits of the City of Chesterfield, hereinafter called "City" as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of furnishing and distributing electricity for light, heat, power, and other

purposes within said City and in territory adjacent to said City, and for the purpose of transmitting electricity through said City; all such equipment, appliances and apparatus to be installed and maintained with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and Company's exercise of the rights, permission and authority hereby granted shall at all times be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. All facilities of Company in said City shall be installed and maintained in accordance with the applicable rules and regulations of the Missouri Public Service Commission.

SECTION 3. In order for Company to render efficient and continuous electrical service, it will be necessary for Company to trim the trunks and branches of trees along or over the streets, sidewalks, alleys, avenues, squares, bridges and other public places in said City, and areas dedicated to the City for public utility use, wherever the same are likely to come in contact with its equipment; therefore, Company is hereby granted the right to trim such trees, including the trunk branches, and all parts thereof, so as to enable it to erect and maintain its equipment in a regular and consistent form and manner and to enable it to provide the most efficient and continuous service that the circumstances will permit; provided, however, that

Company shall exercise proper care and discretion in cutting and trimming said trees and all parts thereof.

SECTION 4. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all of the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 5. The Ordinance shall not be effective unless and until the grants of rights, permission and authority herein contained be approved by a majority of the voters of the City at an election, pursuant to another ordinance providing for such an election. If such grant be so approved at such election, this Ordinance, and the grant herein contained, shall be and continue in force and effect for a period of twenty (20) years from the date of such election; provided, however, that said Company, its successors or assigns, shall within sixty (60) days after the date of such approval at such election, file with the City Clerk an acceptance of the provisions of this Ordinance, and provided further that if such acceptance be not so filed within said period of sixty (60) days, all rights, privileges and authority herein granted shall become null and void.

SECTION 6. Neither acceptance of, nor compliance with, the provisions of this Ordinance shall in any way impair or affect, or constitute or be construed as a relinquishment or waiver of,

any right, permission or authority which Company, its successor or assigns, may have independently of this Ordinance; nor shall use by said Company, its successors or assigns, of public property or places in the City as authorized by this Ordinance, or service rendered by said Company, its successors or assigns, in said City, be treated as use solely of the rights, permission and authority provided for by this Ordinance or as service referable solely to this Ordinance or to any obligation of service consequent upon acceptance thereof or as in any way indicating non-use of, or non-compliance with any obligation incident to, any right, permission or authority vested in said Company, its successors or assigns, independently of this Ordinance; and the acceptance provided for in Section 5 of this Ordinance, and each and every compliance with the provisions of this Ordinance or with any obligation arising from acceptance thereof, shall be subject to, and conditioned by, the provisions of this Section 6 with the same force and effect as though each of the provisions of this section were expressly incorporated in such acceptance and expressly declared by the acceptor, its successors or assigns, at and prior to the time of such compliance by it, as conditions of such compliance.

SECTION 7. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 8. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City

or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities.

Section 9. If any provision of this Ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 10. Amendment to Union Electric Franchise

The granting of this franchise shall not restrict regulation of Union Electric facilities within the City by applicable provisions of the Zoning Ordinance Subdivision Ordinance and other applicable ordinances of the City of Chesterfield.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 3rd day of FEBRUARY, 1992.

MAYOR

ATTEST:

CITY CLERK

STATE OF MISSOURI
COUNTY OF ST. LOUIS

SS

I, Martha L. DeMay, City Clerk within and for the city of Chesterfield in the State and County aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of the Ordinance No. 645 of said City as passed by the Board of Aldermen and approved by the Mayor on the 3rd day of February, 1992, as fully as the same appears of record in my office.

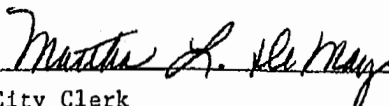
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chesterfield, Missouri, at my office in said City, this 4th day of February, 1992.

Martha L. DeMay
City Clerk



I, Martha L. DeMay, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance #646 adopted by the City Council on February 3, 1992, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield. Finally, I certify that the attached document has neither been amended nor recorded.

In witness whereof, I have hereunto set my hand as City Clerk this 20th day of April, 19 92.


City Clerk

BILL NO. 656

ORDINANCE NO. 646

AN ORDINANCE PROVIDING FOR THE HOLDING OF AN ELECTION IN THE CITY OF CHESTERFIELD, MISSOURI, ON TUESDAY, THE 7TH DAY OF APRIL, 1992, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS OF SAID CITY THE PROPOSITION OF THE RATIFICATION OR REJECTION OF A FRANCHISE GRANTED TO UNION ELECTRIC COMPANY BY THE CITY BY ORDINANCE NO. 645, APPROVED ON THE 3RD DAY OF FEBRUARY, 1992, FOR THE USE BY SAID COMPANY OF THE STREETS, ROADS, ALLEYS, SIDEWALKS, AND OTHER PUBLIC PLACES OF THE CITY FOR A PERIOD OF TWENTY (20) YEARS FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRIC ENERGY; PROVIDING FOR THE FORM OF BALLOT TO BE USED AT SAID ELECTION.

WHEREAS, Ordinance No. 645 of the City of Chesterfield, Missouri, entitled:

"AN ORDINANCE granting for a period of twenty (20) years to Union Electric Company, a corporation, its successors and assigns, the franchise, right, permission and authority to construct, reconstruct, excavate for, place, maintain, operate and use its poles, towers, wires, conduits, conductors, manholes, underground vaults, and other equipment, and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalks, squares, bridges, and other public places in the City of Chesterfield and areas dedicated to the City for public utility use, for the purpose of transmitting, furnishing and distributing electricity for light, heat, power and other purposes within and through said City, prescribing the terms and conditions of such grant, imposing certain obligations upon the Grantee, its successors and assigns, successively, in connection therewith, and providing that this Ordinance shall not be effective unless and until such grant be approved by a majority of the voters of the City at an election."

was passed and approved on the 3rd day of February, 1992; and,

WHEREAS, the laws of the State of Missouri provide that no franchise or right to occupy or use the streets, highways, bridges or public places in any city shall be granted, renewed or extended except by ordinance, and that every original franchise grant shall be authorized or approved by a majority of the voters of the City at an election.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AS FOLLOWS:

SECTION 1. That at an election to be held in the City of Chesterfield, St. Louis County, Missouri, on Tuesday, the 7th day of April, 1992, there shall be submitted to the voters of said City the proposition of the ratification or rejection of a franchise heretofore granted to Union Electric Company by the City by Ordinance No. 645 approved the 3rd day of February, 1992, for the use by said Company of the streets, roads, alleys, sidewalks, and other public places of said City for a period of twenty (20) years, in the manner and to the extent set out in said Ordinance No. 645, for the transmission and distribution of electric energy in and through said City.

SECTION 2. That the polling places at which the aforesaid proposition shall be submitted to the qualified voters of said City shall be those designated by the Clerk of St. Louis County, Missouri, hereinafter called the "Election Authority".

SECTION 3. That the polls of said election shall be kept open from the hour of 6:00 a.m. until the hour of 7:00 p.m. on the date of said election.

SECTION 4. That, as required by the election laws of the State of Missouri, the Election Authority shall conduct the election herein provided for, and the judges and clerks who shall serve at each polling place for the holding of said election shall be those appointed by the Election Authority.

SECTION 5. That the ballots to be used by the qualified voters at said election for the purpose of voting on said proposition shall be in substantially the following form:

OFFICIAL BALLOT
ELECTION
CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI
TUESDAY, THE 7TH DAY
OF APRIL, 1992

PROPOSITION

Shall there be granted to Union Electric Company, its successors and assigns, the right, permission, authority and franchise to use the streets, roads, alleys, sidewalks and other public places in the City of Chesterfield, Missouri, for the transmission and distribution of electric energy, in and through said City for a period of twenty (20) years, all as more particularly provided in Ordinance No. 645 of said City and approved February 3, 1992.

Yes _____

No _____

If you are in favor of the question, place an X in the box opposite "YES". If you are opposed to the question, place an X in the box opposite "NO".

Should the Election Authority direct the use of voting machines at any or all of the polling places designated for the holding of the election provided for in this Ordinance, the form of OFFICIAL BALLOT provided in this SECTION 5 shall be adapted for use on such voting machines, and the form herein provided shall be maintained insofar as practicable.

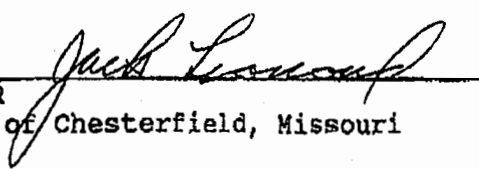
SECTION 6. That the Election Authority shall cause legal notice of said election to be given in accordance with the election laws of the State of Missouri.

SECTION 7. That the Election Authority shall certify the returns of the election herein provided for to the City Clerk, who shall record the same and report the results to the City Council.

SECTION 8. That the City Clerk be and is hereby authorized and directed forewith to file with the Election Authority a written notice including the name of the City and a certified copy of the legal notice to be used for newspaper publication for its information and guidance in order that the Election Authority may take such action as may be required of it under the laws of the State of Missouri with respect to the election herein provided for.

SECTION 9. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 3rd day of FEBRUARY, 1992.


MAYOR
City of Chesterfield, Missouri

ATTEST:


City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Martha L. DeMay, City Clerk within and for the City of Chesterfield, in the State and County aforesaid, do hereby certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 646 of said City as passed by the City Council of the City of Chesterfield and approved by the Mayor on the 3rd day of February, 1992, as fully as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chesterfield, Missouri, at my office in said City, this 4th day of February, 1992.

Martha L. DeMay
City Clerk

OFFICIAL RESULTS
GENERAL ELECTION
CITY OF CHESTERFIELD, MISSOURI
TUESDAY, APRIL 7, 1992

***** CITY OF CHESTERFIELD (18 POLLING PLACES) *****

1-Registered Voters - CHESTERFIELD

2 Ballots Cast - CHESTERFIELD

3 Percent of Registered Voters

PROP - UNION ELECTRIC FRANCHISE - SIMPLE

4 YES

5 NO

**** CITY OF CHESTERFIELD-WARD 1 (7 POLLING PLACES) ****

6 Registered Voters - CHESTERFIELD-WARD 1

7 Ballots Cast - CHESTERFIELD-WARD 1

8 Percent of Registered Voters

COUNCILMEMBER-WARD 1

1 TO BE ELECTED

9 NANCY GREENWOOD

10 RICHARD "RICK" BENDER

**** CITY OF CHESTERFIELD-WARD 2 (5 POLLING PLACES) ****

11 Registered Voters - CHESTERFIELD-WARD 2

12 Ballots Cast - CHESTERFIELD-WARD 2

13 Percent of Registered Voters

COUNCILMEMBER-WARD 2

1 TO BE ELECTED

14 JADE CARDNER BUTE

15 ED LEVINSON

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0404 MER 48	1,197	356	29.74	264	76	.	.	.	.	.	.	.	.	.	.
0427 MER 24	840	282	33.57	214	56	.	.	.	.	.	.	.	.	.	.
0479 MR 4	1,494	482	32.26	386	73	.	.	.	.	.	.	.	.	.	.
0487 MR 12	933	331	35.48	255	59	.	.	.	.	.	.	.	.	.	.
0488 MR 13	806	372	46.15	269	83	.	.	.	.	.	806	372	46.15	184	174
0489 MER 22.52	1,103	319	28.92	232	72	.	.	.	.	.	.	.	.	.	.
0490 MR 14	1,501	672	44.77	516	129	.	.	.	.	.	1,501	672	44.77	294	367
0510 MR 80	445	155	34.83	115	33	.	.	.	.	.	445	155	34.83	77	72
0511 MR 88	412	204	49.51	120	51	412	204	49.51	55	105	.	.	.	.	.
0512 MR 27	332	66	19.88	49	11	.	.	.	.	.	.	.	.	.	.
0518 MR 32.83	1,864	725	38.89	534	161	.	.	.	.	.	1,864	725	38.89	243	456
0519 MR 34	725	282	38.90	215	56	725	282	38.90	120	158	.	.	.	.	.
0521 MR 37	949	421	44.36	318	84	949	421	44.36	306	106	.	.	.	.	.
0523 MR 40	1,340	507	37.84	383	98	1,340	507	37.84	299	192	.	.	.	.	.
0526 MR 42	727	278	38.24	213	56	727	278	38.24	115	152	.	.	.	.	.
0528 MR 49	916	252	27.51	209	33	.	.	.	.	.	.	.	.	.	.
0529 MR 84	837	295	35.24	209	72	.	.	.	.	.	837	295	35.24	144	145
0530 MR 50	1,956	556	28.43	424	106	.	.	.	.	.	.	.	.	.	.
0532 MR 79	474	182	38.40	125	47	474	182	38.40	57	117	.	.	.	.	.
0533 MR 53	1,410	550	39.01	428	101	1,410	550	39.01	264	271	.	.	.	.	.
0535 MR 61	713	307	43.06	240	56	.	.	.	.	.	.	.	.	.	.
0689 QUE 85, MR 71.85	1,135	295	25.99	241	40	.	.	.	.	.	.	.	.	.	.
TOTAL	22,109	7,889	35.68	5,959	1,553	6,037	2,424	40.15	1,216	1,101	5,453	2,219	40.69	942	1,217

OFFICIAL RESULTS
GENERAL ELECTION
CITY OF CHESTERFIELD, MISSOURI
TUESDAY, APRIL 7, 1992

**** CITY OF CHESTERFIELD-WARD 3 (4 POLLING PLACES) ****

1-Registered Voters - CHESTERFIELD-WARD-3
2 Ballots Cast - CHESTERFIELD-WARD 3
3 Percent of Registered Voters

COUNCILMEMBER-WARD-3

1 TO BE ELECTED

4 ALAN J. POLITTE

**** CITY OF CHESTERFIELD-WARD 4 (6 POLLING PLACES) ****

5-Registered Voters - CHESTERFIELD-WARD-4
6 Ballots Cast - CHESTERFIELD-WARD 4
7 Percent of Registered Voters

COUNCILMEMBER-WARD-4

1 TO BE ELECTED

8 LINDA TILLEY

9 JEFF EISSMAN

	1	2.....3	4	5	6.....7	8.....9
0404 MER 48				1,197	356 29.74	265 69
0427 MER 24				840	282 33.57	202 50
0479 MR 4	1,494	482 32.26	362	933	331 35.48	235 73
0487 MR 12						
0488 MR 13						
0489 MER 22.68				1,103	319 28.92	239 48
0490 MR 14						
0510 MR 80						
0512 MR 27				332	66 19.88	46 10
0518 MR 32.83						
0528 MR 49	916	252 27.51	204			
0529 MR 84						
0530 MR 50	1,956	556 28.43	407			
0535 MR 61				713	307 43.06	232 63
0689 QUE 85, MR 71.85	1,135	295 25.99	229			
TOTAL	5,501	1,385 28.81	1,202	5,118	1,661 32.45	1,219 313

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO
115.507, R.S.Mo., 1987, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST FOR THE CANDIDATES
AND OR PROPOSITIONS, AT THE CONSOLIDATED ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON APRIL 7, 1992.

IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN CLAYTON, ST. LOUIS COUNTY, MISSOURI,
THIS 17TH DAY OF APRIL, 1992.

Morton I. Golder

MORTON I. GOLDER, CHAIRMAN

Vincent E. Shaw

VINCENT E. SHAW, SECRETARY

Mary C. P. Pincus

MARY C. P. PINCUS, MEMBER

Rainey J. Crawford

RAINEY J. CRAWFORD, MEMBER

ACCEPTANCE BY UNION ELECTRIC COMPANY
OF ORDINANCE NO. 645 OF THE
CITY OF CHESTERFIELD, MISSOURI

TO THE MAYOR, CITY COUNCIL AND CITY CLERK OF THE CITY OF
CHESTERFIELD, MISSOURI:

UNION ELECTRIC COMPANY, for itself, its successors and
assigns, hereby accepts all of the terms and provisions of
Ordinance No. 645 of the City of Chesterfield, Missouri,
entitled:

AN ORDINANCE GRANTING FOR A PERIOD OF TWENTY (20)
YEARS TO UNION ELECTRIC COMPANY, A CORPORATION, ITS
SUCCESSORS AND ASSIGNS, THE FRANCHISE, RIGHT,
PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT,
EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS
POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES,
UNDERGROUND VAULTS, AND OTHER EQUIPMENT, AND APPLIANCES
IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND
UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES,
BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF
CHESTERFIELD AND AREAS DEDICATED TO THE CITY FOR PUBLIC
UTILITY USE, FOR THE PURPOSE OF TRANSMITTING,
FURNISHING AND DISTRIBUTING ELECTRICITY FOR LIGHT,
HEAT, POWER AND OTHER PURPOSES WITHIN AND THROUGH SAID
CITY, PRESCRIBING THE TERMS AND CONDITIONS OF SUCH
GRANT, IMPOSING CERTAIN OBLIGATION UPON THE GRANTEE,
ITS SUCCESSORS AND ASSIGNS, SUCCESSIVELY, IN CONNECTION
THEREWITH, AND PROVIDING THAT THIS ORDINANCE SHALL NOT
BE EFFECTIVE UNLESS AND UNTIL SUCH GRANT BE APPROVED BY
A MAJORITY OF THE VOTERS OF THE CITY AT AN ELECTION.

which ordinance was duly passed by the City Council and signed by
the Mayor on the 3rd day of February, 1992, and was duly approved
by a majority of the voters of the city of Chesterfield at an
election held on April 7, 1992.

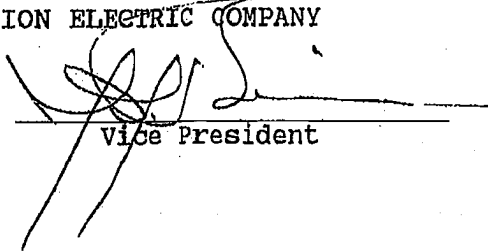
This acceptance is conditioned upon the fact that no
provision contained in the aforementioned ordinance, including
Section 10 entitled Amendment to Union Electric Franchise, serves
to extend or increase any police power or other powers of the

municipality beyond those powers existing prior to the effective date of this franchise.

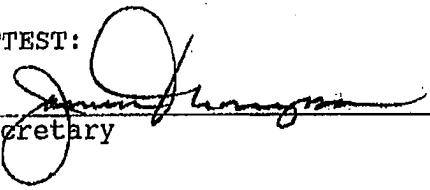
Dated at St. Louis, Missouri, as of the 11th day of May, 1992.

UNION ELECTRIC COMPANY

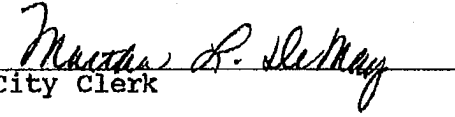
By


Vice President

ATTEST:


Secretary

Filed in the office of the City Clerk of the City of Chesterfield, Missouri, this 18th day of MAY, 1992.


City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Martha L. DeMay, City Clerk within and for
the City of Chesterfield, in the County and State aforesaid, do
hereby certify that the foregoing constitutes a full, true and
correct copy of the acceptance by Union Electric Company of the
terms and provisions of Ordinance No. 645 of the City of
Chesterfield, as filed with me on the 3rd day of
February, 1992, and as the same appears of the
record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand at my office
in the City of Chesterfield, this 18th day of
May, 1992.

Martha L. DeMay
City Clerk
Chesterfield, Missouri

BILL NO. 3133

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT THEREFORE BETWEEN THE CITY AND UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPRECIATE TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, STATE OF MISSOURI, AS FOLLOWS:

SECTION 1. That the proposed contract, in the form as hereinafter set out, by and between the City of Chesterfield, State of Missouri, hereinafter called "City", and Union Electric Company d/b/a Ameren Missouri, a corporation, its successors and assigns, hereinafter called "Company", providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; and that the Mayor and the City Clerk of said City be and they hereby are authorized and directed to execute on behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

SECTION 2. The City hereby grants to Company, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said City.

SECTION 3. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force from and after its passage and approval.

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

MAYOR

ATTEST:

CITY CLERK

First Reading held: _____

EXHIBIT A
CONTRACT FOR STREET AND OUTDOOR LIGHTING SERVICE

THIS CONTRACT, by and between UNION ELECTRIC COMPANY, d/b/a Ameren Missouri, a Missouri corporation, its successors and assigns, hereinafter called "Company", and the City of Chesterfield, hereinafter called "Customer";

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other outdoor public areas is necessary for the convenience or safety of the public and should be provided by contract with Company; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri (hereafter "PSC") in accordance with law;

NOW THEREFORE, Customer does hereby award to Company this contract for lighting within the territorial limits of Customer as they now exist or may hereafter be extended, and within the area thereof which Company now is authorized to serve or may hereafter be authorized to serve; and Customer agrees to pay for and Company agrees to sell and deliver said services in the manner and subject to the terms and conditions hereinafter set forth.

1. Street and Outdoor Area Lighting Service. Initial Street and Outdoor Area Lighting Service supplied by Company on Company-owned facilities or Customer-owned facilities shall be of the type and character set forth in Appendix 1 attached hereto. Additional Street and Outdoor Lighting Service may be requested by Customer from time to time and shall be provided pursuant to a written addendum to this contract.

2. Tariffs. All service hereunder shall be supplied by Company and paid for by the Customer as provided by the terms and conditions of Company's Rate Schedules 5(M) or 6(M) in effect at the time service is provided, a current copy of which

is attached hereto as Appendix 2. These tariffs may be amended as allowed by state law governing electrical corporations.

3. Right to Install Company Facilities. Customer hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over, and across the streets, avenues, alleys, and other public places within the territorial limits of Customer.

4. Notice, etc. All notices, applications and requests by the Customer hereunder shall be in writing signed by an authorized representative and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to the Customer.

Ameren Missouri
Attn: Business & Community Relations Coord
1901 Chouteau Avenue
P.O. Box 66149
St. Louis, MO 63166-6149

5. Term. The term of the contract is twenty (20) years. This contract expires on _____.

6. Termination of Prior Agreements. This contract supersedes and cancels any prior agreements between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be
executed in duplicate and effective _____.

UNION ELECTRIC COMPANY d/b/a Ameren Missouri

By: _____
Sr. Vice President, Operations and
Technical Services

ATTEST:

Assistant Secretary

CITY OF CHESTERFIELD, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

Appendix 1 - *Chesterfield*

Component Type	Light Number	Pole Number	Light Location	Light Status
25500 HPS Enrg&Maint	XCF100		CTR CHEST PKWY W W/O JUSTICE POST	On
25500 HPS Enrg&Maint	XCF101		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF102		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF103		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF104		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF105		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF106		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF107		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF108		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF109		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF11		1001 CHEST PKWY EAST	On
25500 HPS Enrg&Maint	XCF110		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF111		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF112		CTR CHEST PKWY W W/O JUSTICE POST RD	On
25500 HPS Enrg&Maint	XCF113		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF114		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF115		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF116		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF117		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF118		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF119		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF12		1001 CHEST PKWY EAST	On
25500 HPS Enrg&Maint	XCF120		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF121		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF122		CTR CHEST PKWY W W/O LYDIA HILL	On
25500 HPS Enrg&Maint	XCF123		CTR CHEST PKWY W 5S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF124		CTR CHEST PKWY W 5S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF125		CTR CHEST PKWY W 4S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF126		CTR CHEST PKWY W 4S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF127		CTR CHEST PKWY W 3S BURKHARDT PL	On
25500 HPS Enrg&Maint	XCF128		CTR CHEST PKWY W 3S BURKHARDT PL	On

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25500 HPS Enrg&Maint	XCF129
25500 HPS Enrg&Maint	XCF13
25500 HPS Enrg&Maint	XCF130
25500 HPS Enrg&Maint	XCF131
25500 HPS Enrg&Maint	XCF132
25500 HPS Enrg&Maint	XCF133
25500 HPS Enrg&Maint	XCF134
25500 HPS Enrg&Maint	XCF135
25500 HPS Enrg&Maint	XCF136
25500 HPS Enrg&Maint	XCF137
25500 HPS Enrg&Maint	XCF138
25500 HPS Enrg&Maint	XCF139
25500 HPS Enrg&Maint	XCF14
25500 HPS Enrg&Maint	XCF140
25500 HPS Enrg&Maint	XCF141
25500 HPS Enrg&Maint	XCF142
25500 HPS Enrg&Maint	XCF143
25500 HPS Enrg&Maint	XCF144
25500 HPS Enrg&Maint	XCF145
25500 HPS Enrg&Maint	XCF146
25500 HPS Enrg&Maint	XCF147
25500 HPS Enrg&Maint	XCF148
25500 HPS Enrg&Maint	XCF149
25500 HPS Enrg&Maint	XCF150
25500 HPS Enrg&Maint	XCF151
25500 HPS Enrg&Maint	XCF152
25500 HPS Enrg&Maint	XCF153
25500 HPS Enrg&Maint	XCF154
25500 HPS Enrg&Maint	XCF155
25500 HPS Enrg&Maint	XCF156
25500 HPS Enrg&Maint	XCF157
25500 HPS Enrg&Maint	XCF158

CTR CHEST PKWY W 2S BURKHARDT PL	On
1001 CHEST PKWY EAST	On
CTR CHEST PKWY W 2S BURKHARDT PL	On
CTR CHEST PKWY W 1S BURKHARDT PL	On
CTR CHEST PKWY W 1S BURKHARDT PL	On
CTR CHEST PKWY W 1N BURKHARDT PL	On
CTR CHEST PKWY W 1N BURKHARDT PL	On
CTR CHEST PKWY W 2N BURKHARDT PL	On
CTR CHEST PKWY W 2N BURKHARDT PL	On
CTR CHEST PKWY W 3N BURKHARDT PL	On
CTR CHEST PKWY W 3N BURKHARDT PL	On
CTR CHEST PKWY W 4N BURKHARDT PL	On
1001 CHEST PKWY EAST	On
CTR CHEST PKWY W 4N BURKHARDT PL	On
CTR CHEST PKWY W N/O BURKHARDT PL	On
CTR CHEST PKWY W N/O BURKHARDT PL	On
CTR CHEST PKWY W 6N BURKHARDT PL	On
CTR CHEST PKWY W 6N BURKHARDT PL	On
CTR CHEST PKWY W 7N BURKHARDT PL	On
CTR CHEST PKWY W 7N BURKHARDT PL	On
CTR CHEST PKWY W 8N BURKHARDT PL	On
CTR CHEST PKWY W 8N BURKHARDT PL	On
CTR CHEST PKWY W 9N BURKHARDT PL	On
CTR CHEST PKWY W 9N BURKHARDT PL	On
CTR CHEST PKWY W 10N BURKHARDT PL	On
CTR CHEST PKWY W 10N BURKHARDT PL	On
W CHEST PKWY W S/O CHEST ARPT RD	On
E CHEST PKWY W 4S CHEST ARPT RD	On
E CHEST PKWY W 3S CHEST ARPT RD	On
W CHEST PKWY W S/O CHEST ARPT RD	On
W CHEST PKWY W S/O CHEST ARPT RD	On
E CHEST PKWY W 2S CHEST ARPT RD	On

25500 HPS Enrg&Maint	XCF159
25500 HPS Enrg&Maint	XCF160
25500 HPS Enrg&Maint	XCF161
25500 HPS Enrg&Maint	XCF162
25500 HPS Enrg&Maint	XCF163
25500 HPS Enrg&Maint	XCF164
25500 HPS Enrg&Maint	XCF165
25500 HPS Enrg&Maint	XCF166
25500 HPS Enrg&Maint	XCF167
25500 HPS Enrg&Maint	XCF168
25500 HPS Enrg&Maint	XCF169
25500 HPS Enrg&Maint	XCF170
25500 HPS Enrg&Maint	XCF171
25500 HPS Enrg&Maint	XCF172
25500 HPS Enrg&Maint	XCF173
25500 HPS Enrg&Maint	XCF174
25500 HPS Enrg&Maint	XCF175
25500 HPS Enrg&Maint	XCF176
25500 HPS Enrg&Maint	XCF177
25500 HPS Enrg&Maint	XCF178
25500 HPS Enrg&Maint	XCF179
25500 HPS Enrg&Maint	XCF180
25500 HPS Enrg&Maint	XCF181
25500 HPS Enrg&Maint	XCF182
25500 HPS Enrg&Maint	XCF183
25500 HPS Enrg&Maint	XCF184
25500 HPS Enrg&Maint	XCF185
25500 HPS Enrg&Maint	XCF186
25500 HPS Enrg&Maint	XCF187
25500 HPS Enrg&Maint	XCF188
25500 HPS Enrg&Maint	XCF189
25500 HPS Enrg&Maint	XCF190

E CHEST PKWY W 1S CHEST ARPT RD	On
W CHEST PKWY W S/O CHEST ARPT RD	On
E CHEST PKWY W 1N CHEST ARPT RD	On
W CHEST PKWY W 1N CHEST ARPT RD	On
E CHEST PKWY W 2N CHEST ARPT RD	On
E CHEST PKWY W 2N CHEST ARPT RD	On
E CHEST PKWY W 3N CHEST ARPT RD	On
E CHEST PKWY W 4N CHEST ARPT RD	On
CTR CHEST PKWY W 6S SWINGLEY RDG	On
CTR CHEST PKWY W 6S SWINGLEY RDG	On
CTR CHEST PKWY W 5S SWINGLEY RDG	On
CTR CHEST PKWY W 5S SWINGLEY RDG	On
CTR CHEST PKWY W 4S SWINGLEY RDG	On
CTR CHEST PKWY W 4S SWINGLEY RDG	On
CTR CHEST PKWY W 3S SWINGLEY RDG	On
CTR CHEST PKWY W 3S SWINGLEY RDG	On
CTR CHEST PKWY W 2S SWINGLEY RDG	On
CTR CHEST PKWY W 2S SWINGLEY RDG	On
CTR CHEST PKWY W 1S SWINGLEY RDG	On
CTR CHEST PKWY W 1S SWINGLEY RDG	On
CTR CHEST PKWY W 1N SWINGLEY RDG	On
CTR CHEST PKWY W 1N SWINGLEY RDG	On
CTR CHEST PKWY W 2N SWINGLEY RDG	On
CTR CHEST PKWY W 2N SWINGLEY RDG	On
CTR CHEST PKWY W 3N SWINGLEY RDG	On
CTR CHEST PKWY W 3N SWINGLEY RDG	On
CTR CHEST PKWY W 4N SWINGLEY RDG	On
CTR CHEST PKWY W 4N SWINGLEY RDG	On
E CHEST PKWY W CITY CTR DR	On
CTR CHEST PKWY W 1E CITY CTR DR	On
CTR CHEST PKWY W 1E CITY CTR DR	On
CTR CHEST PKWY W 2E CITY CTR DR	On

25500 HPS Enrg&Maint	XCF191	CTR CHEST PKWY W 2E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF192	CTR CHEST PKWY W 3E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF193	CTR CHEST PKWY W 3E CITY CTR DR	On
25500 HPS Enrg&Maint	XCF194	CTR CHEST PKWY W E/O CITY CENTER DR	On
25500 HPS Enrg&Maint	XCF195	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF196	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF197	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF198	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF199	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF200	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF201	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF202	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF203	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF204	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF205	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF206	CTR CHEST PKWY W E/OR CITY CTR DR	On
25500 HPS Enrg&Maint	XCF207	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF208	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF209	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF210	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF211	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF212	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF213	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF214	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF215	CTR CHEST PKWY W E/O CITY CTR DR	On
25500 HPS Enrg&Maint	XCF216	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF217	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF218	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF219	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF220	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF221	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF222	CTR CHEST PKWY W E/O FOREST TRACE	On

25500 HPS Enrg&Maint	XCF223	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF224	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF225	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF226	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF227	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF228	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF229	CTR CHEST PKWY W E/O FOREST TRACE	On
25500 HPS Enrg&Maint	XCF230	CTR CHEST PKWY W E/O HILLTOWN VILL	On
25500 HPS Enrg&Maint	XCF231	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF232	CTR CHEST PKWY W E/O HILLTOWN VILL	On
25500 HPS Enrg&Maint	XCF233	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF234	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF235	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF236	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF237	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF238	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF239	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF240	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF241	CTR CHEST PKWY W E/O HILLTOWN VILL	On
25500 HPS Enrg&Maint	XCF242	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF243	CTR CHEST PKWY W E/O HILLTOWN VLG	On
25500 HPS Enrg&Maint	XCF68	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF69	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF70	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF71	917 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF72	1023 CHESTERFIELD PKWY EAST	On
25500 HPS Enrg&Maint	XCF73	1023 CHESTERFIELD PKWY E	On
25500 HPS Enrg&Maint	XCF74	1023 CHESTERFIELD PKWY EAST	On
25500 HPS Enrg&Maint	XCF75	NS CHEST PKWY W 1W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF76	SS CHEST PKWY W W/O CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF77	SS CHEST PKWY W 2W CLARKSON RAMP	On
25500 HPS Enrg&Maint	XCF78	NS CHEST PKWY W 2W CLARKSON RAMP	On

25500 HPS Enrg&Maint	XCF79
25500 HPS Enrg&Maint	XCF80
25500 HPS Enrg&Maint	XCF81
25500 HPS Enrg&Maint	XCF82
25500 HPS Enrg&Maint	XCF83
25500 HPS Enrg&Maint	XCF84
25500 HPS Enrg&Maint	XCF85
25500 HPS Enrg&Maint	XCF86
25500 HPS Enrg&Maint	XCF87
25500 HPS Enrg&Maint	XCF88
25500 HPS Enrg&Maint	XCF89
25500 HPS Enrg&Maint	XCF90
25500 HPS Enrg&Maint	XCF91
25500 HPS Enrg&Maint	XCF92
25500 HPS Enrg&Maint	XCF93
25500 HPS Enrg&Maint	XCF94
25500 HPS Enrg&Maint	XCF95
25500 HPS Enrg&Maint	XCF96
25500 HPS Enrg&Maint	XCF97
25500 HPS Enrg&Maint	XCF98
25500 HPS Enrg&Maint	XCF99

NS CHEST PKWY W 3W CLARKSON RAMP	On
SS CHEST PKWY W 3W CLARKSON RAMP	On
SS CHEST PKWY W 3W CLARKSON RAMP	On
SS CHEST PKWY W 4W CLARKSON RAMP	On
SS CHEST PKWY W 4W CLARKSON RAMP	On
NS CHEST PKWY W 4W CLARKSON RAMP	On
NS CHEST PKWY W 5W CLARKSON RD RAMP	On
SS CHEST PKWY W 5W CLARKSON RAMP	On
CTR CHEST PKWY W W/O FONTAINE RD	On
CTR CHEST PKWY W W/O FONTAINE RD	On
CTR CHEST PKWY W W/O FONTAINE RD	On
CTR CHEST PKWY W W/O FONTAINE RD	On
CTR CHEST PKWY W W/O FONTAINE RD	On
CTR CHEST PKWY W W/O FONTAINE RD	On
CTR CHEST PKWY W W/O FONTAINE RD	On
CTR CHEST PKWY W W/O JUSTICE POST	On
CTR CHEST PKWY W W/O JUSTICE POST	On
CTR CHEST PKWY W W/O JUSTICE POST RD	On
CTR CHEST PKWY W W/O JUSTICE POST RD	On
CTR CHEST PKWY W W/O JUSTICE POST RD	On

Component Type	Light Number	Pole Number	Light Location	Light Status
50000 HPS Direct	CF30		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF31		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF32		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF33		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF34		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF35		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF36		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF37		165 PUBLIC WORKS DR	On
50000 HPS Enclosed	CF38		165 PUBLIC WORKS DR	On

Component Type	Light Number	Pole Number	Light Location	Light Status
9500 HPS Enclosed	CF0006		NS OLD CHESTERFIELD RD 5PE WILDHORSE SUB	On
25500 HPS Enclosed	CF0023		ES WILSON S OF WILD HORSE CREEK	On
9500 HPS Post Top	CF10		15481 HIGHCROFT DR	On
9500 HPS Enclosed	CF22		NEC CLARKSON RD & PARK FOREST DR	On
50000 HPS Direct	CF30		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF31		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF32		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF33		165 PUBLIC WORKS DR	On
50000 HPS Direct	CF34		165 PUBLIC WORKS	On
50000 HPS Direct	CF35		165 PUBLIC WORKS	On
50000 HPS Direct	CF36		165 PUBLIC WORKS	On
50000 HPS Direct	CF37		165 PUBLIC WORKS	On
50000 HPS Direct	CF38		165 PUBLIC WORKS	On
9500 HPS Enclosed	CF4		NWC PACLAND PL & KEHRS MILL RD	On
9500 HPS Enclosed	CF5		SWC OLIVE ST & WHITE RD	On
25500 HPS Enclosed	CF7		CHSTRFIELD AIRPORT RD&CHSTRFLD IND BLVD	On
9500 HPS Enclosed	CF8		OLIVE & FAUST PARK ENT	On
9500 HPS Enclosed	CF9		OLIVE & FAUST PARK ENT	On

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6

2nd Revised

SHEET NO. 58CANCELLING MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 58

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED

DEC 15 2016

RATE PER UNIT PER MONTH LAMP AND FIXTURE

* The Light Emitting Diode (LED) offerings under sections A. and B. below will be made available to customers beginning on or about April 1, 2016.

A. LED Standard horizontal enclosed luminaire on existing wood pole:

<u>Watts</u>	<u>Rate</u>
40-50	\$11.35
90-110	\$16.07
180-220	\$29.73

B. LED Standard side mounted, open bottom luminaire on existing wood pole:

<u>Watts</u>	<u>Rate</u>
40-50	\$9.92

* The High Pressure Sodium and Mercury Vapor offerings under sections C. and D. below will only be available for new installations through on or about March 31, 2016. After such time, Company will replace these existing fixtures, upon failure, with an LED fixture under sections A. and B.

C. Standard horizontal burning, enclosed luminaire on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$12.41	6,800	\$12.41
25,500	\$17.93	20,000	\$17.93
50,000	\$31.97	54,000	\$31.97

D. Standard side mounted, hood with open bottom glassware on existing wood pole:

<u>High Pressure Sodium</u>		<u>Mercury Vapor</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
5,800	\$10.05	3,300	\$10.05
9,500	\$10.98	6,800	\$10.98

E. Standard post-top luminaire including standard 17-foot post:

<u>High Pressure Sodium</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
9,500	\$22.99	3,300	\$21.73
		6,800	\$22.99

*Indicates Addition

DATE OF ISSUE December 17, 2015DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn
NAME OF OFFICERPresident
TITLESt. Louis, Missouri
ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

M.O.P.S.C. SCHEDULE NO. 6

2nd Revised

SHEET NO. 58.1CANCELLING M.O.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 58.1

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

- F. * Pole-mounted, direction flood luminaire; limited to installations accessible to Company basket truck:

<u>High Pressure Sodium</u>		<u>Metal Halide</u>		<u>Mercury Vapor (1)</u>	
<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>	<u>Lumens</u>	<u>Rate</u>
25,500	\$22.76	34,000	\$22.76	20,000	\$22.76
50,000	\$36.00	100,000	\$71.96	54,000	\$36.00

- (1) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to September 27, 1988. Company will continue to maintain these lamps and fixtures so long as parts are economically available.

- G. All poles and cable, where required to provide lighting service:

The installation of all standard poles and cables shall be paid for in advance by customer, with all subsequent replacements of said facilities provided by Company.

- H. * Former Subsidiary Company lighting units provided under contracts initiated prior to April 9, 1986, which facilities will only be maintained by Company so long as parts are available in Company's present stock:

<u>Lamp and Fixture</u>	<u>*Per Unit Monthly Rate</u>
11,000 Lumens, Mercury Vapor, Open Bottom	\$10.98
140,000 Lumens, H.P. Sodium, Directional	\$71.96

- * Term of Contract Minimum term of three (3) years where only standard facilities are installed; ten (10) years where post-top luminaires are installed.

- * Discount for Franchised Municipal Customers A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise. Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

*Indicates Reissue

DATE OF ISSUE	<u>December 17, 2015</u>	DATE EFFECTIVE	<u>January 16, 2016</u>
ISSUED BY	<u>Michael Moehn</u>	<u>President</u>	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6

2nd Revised

SHEET NO. 58.2CANCELLING MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 58.2

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

Tax Adjustment Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

- * Fuel and Purchased Power Adjustment (Rider FAC) The kilowatt-hours for lighting service provided under the terms of this Service Classification shall be subject to the provisions of Company's Fuel and Purchased Power Adjustment Clause (Rider FAC). The kilowatt-hour consumption of each lamp, whose operating hours are determined by a photoelectric control, shall be determined from the manufacturer's rated wattage multiplied by the number of hours of operation for the month, in accordance with the following schedules:

<u>** LED (Watts)</u>	<u>** LED (Billed Watts)</u>	<u>* Billing Month</u>	<u>* Burning Hours</u>
40-50	45	January	408
90-110	105	February	347
180-220	210	March	346
		April	301
		May	279
		June	255
		July	272
		August	298
		September	322
		October	368
		November	387
		December	417
<u>* Lamp Size (Lumens)</u>	<u>* Rating (Watts)</u>		
<u>H. P. Sodium</u>			
5,800	70		
9,500	120		
16,000	202		
25,500	307		
50,000	482		
140,000	1000		
<u>Mercury Vapor</u>			
3,300	127		
6,800	207		
11,000	294		
20,000	455		
42,000	700		
54,000	1080		
<u>Metal Halide</u>			
34,000	450		
100,000	1100		

*Indicates Reissue

**Indicated Addition

DATE OF ISSUE December 17, 2015DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn
NAME OF OFFICERPresident
TITLESt. Louis, Missouri
ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 58.3CANCELLING MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 58.3

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)*** 1. RATE APPLICATION**

Available for lighting streets, alleys, walkways and other thoroughfares, or for outdoor lighting of public or private areas for security or similar purposes when such lighting facilities are operated and maintained as an extension of Company's distribution system.

*** 2. CHARACTER OF SERVICE SUPPLIED**

Company shall inventory, furnish, install, maintain and deliver electric service to automatically-controlled lighting fixtures currently offered as standard facilities by Company. Customer shall select the type and size of lamps and fixtures from the standard equipment inventoried and offered by the Company and shall specify the location of said fixtures. Other than service to Company's post-top fixtures, the service provided hereunder shall be supplied by lines or cables through fixtures supported by standard upsweep brackets attached to existing poles; however, certain non-standard facilities may be installed hereunder in accordance with the terms and conditions stated in the following paragraph 3.

*** 3. NON-STANDARD FACILITIES**

Whenever customer requires Company to install non-standard facilities hereunder (such as longer upsweep brackets, switches, protective barriers, etc.) and there is no engineering, construction, safety, legal or practical reason which would, in Company's judgment, make such non-standard installation inadvisable, Company will make such installation provided customer pays in advance to Company all costs in connection therewith. Subsequent replacements of said facilities will be provided by the Company.

4. CONVERSION OR MODIFICATION OF LAMPS

** Where customer requests a conversion or modification of the size or type of lamp currently installed, and Company would not otherwise be converting such lights at that time, Company will make the requested changes, within the parameters described below, provided that customer pays in advance to the Company \$100.00 per lamp for both the removal cost and loss of the remaining life of such lamps and, additionally, signs a new contract at the time when 20 percent or more of the customer's total lamps then installed are so converted or modified. Billing for the revised lamps will be prorated based on the removal and installation dates.

*Indicates Reissue

**Indicates Change

DATE OF ISSUE December 17, 2015DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn
NAME OF OFFICERPresident
TITLESt. Louis, Missouri
ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 61st Revised SHEET NO. 58.4CANCELLING MO.P.S.C. SCHEDULE NO. 6Original SHEET NO. 58.4APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)**4. CONVERSION OR MODIFICATION OF LAMPS (Cont'd.)**

* Company will convert to LED up to 1,000 lights per year requested by customers. Customer requests for LED lights will not be accepted prior to April 1, 2016 and will be limited to twenty-five (25) lights per customer account per calendar year. Customer requests must be in writing and, at a minimum, identify the specific physical location and billing account number and service date requested of each light. In the event Company determines it cannot accommodate all requests for conversions in the timeframes requested, prioritization of the requests will be at Company's discretion.

5. CHANGE OR RELOCATION

Upon receipt of written request and authorization from customer, Company will, insofar as it may be practical and permissible, make any other change in or relocation of its facilities used in rendering service hereunder, provided customer pays in advance Company's estimated costs in connection therewith.

**** 6. ADDITIONAL INSTALLATIONS**

Customer may obtain the installation of additional lamps and the supply of service thereto under the existing contract for the remainder of the term thereof upon written application to the Company, provided, however, that if at any time during the term of the contract customer requires such additional lamps so as to cause the total number of lamps in service to exceed by 20% the lamps originally contracted for and then installed, the parties shall execute a new contract.

**** 7. TERMINATION**

If customer requests in writing the termination of all or a portion of any lighting service, not paid for in advance, within three years of the installation of the lamps being terminated, or within ten years of the installation of post top luminaires, wood poles or cable being terminated, customer shall pay in advance to Company \$100.00 per lamp for both the removal costs associated therewith and the loss of the remaining life value of such facilities. If said request for termination of lighting service is made after the above three and ten year in-service periods, as applicable, and customer requests a new lighting installation within twelve months after the removal of the prior terminated lighting facilities, customer shall pay the amount specified earlier in this paragraph for all facilities previously removed prior to Company making any new lighting installation.

*Indicates Addition

**Indicates Reissue

DATE OF ISSUE December 17, 2015DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn
NAME OF OFFICERPresident
TITLESt. Louis, Missouri
ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

M.O.P.S.C. SCHEDULE NO. 61st Revised SHEET NO. 58.5CANCELLING M.O.P.S.C. SCHEDULE NO. 6Original SHEET NO. 58.5APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)**8. GENERAL PROVISIONS**

Customer shall furnish to Company without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder. In addition, customer shall pay all costs incurred by Company in extending its distribution system, including transformers, to provide energy to said lighting facilities supplied hereunder, in accordance with the provisions of Section III.Q - Special Facilities.

9. GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

DATE OF ISSUE December 17, 2015 DATE EFFECTIVE January 16, 2016ISSUED BY Michael Moehn President St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6

2nd Revised

SHEET NO. 59CANCELLING MO.P.S.C. SCHEDULE NO. 6

1st Revised

SHEET NO. 59

APPLYING TO

MISSOURI SERVICE AREA~~SERVICE CLASSIFICATION NO. 6(M)~~STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED

DEC 15 2016

* MONTHLY RATE FOR METERED SERVICE

Customer Charge Per Meter

\$6.71 per month

Energy Charge

4.54¢ per kWh

* RATE PER UNIT PER MONTH FOR UNMETERED SERVICE

Customer Charge per account

\$6.71 per month

H.P. Sodium

9,500 Lumens, Standard

Energy &Maintenance(1)Energy Only(2)

\$ 3.61

\$ 1.75

16,000 Lumens, Standard

N/A

\$ 2.98

25,500 Lumens, Standard

\$ 6.28

\$ 4.47

50,000 Lumens, Standard

\$ 9.07

\$ 7.03

Metal Halide

5,500 Lumens, Standard

\$ 5.22

N/A

12,900 Lumens, Standard

\$ 6.25

N/A

Mercury Vapor(3)

3,300 Lumens, Standard

\$ 3.61

\$ 1.85

6,800 Lumens, Standard

\$ 4.70

\$ 3.01

11,000 Lumens, Standard

\$ 6.36

\$ 4.29

20,000 Lumens, Standard

\$ 8.43

\$ 6.62

42,000 Lumens, Standard

N/A

\$11.03

54,000 Lumens, Standard

\$18.00

\$15.75

Light Emitting Diodes (LED)Energy Only

2,500 Lumens, 40 W

\$0.60

5,000 Lumens, 70 W

\$1.06

4,250 Lumens, 85 W Post Top

\$1.28

12,500 Lumens, 180 W

\$2.73

19,000 Lumens, 260 W

\$3.94

(1) Company will furnish electric energy, furnish and replace lamps, and adjust and replace control mechanisms, as required.

(2) Limited to lamps served under contracts initiated prior to September 27, 1988.

(3) Maintenance of lamps and fixtures limited to customers served under contracts prior to November 15, 1991.

N/A Not Available.

Term of Contract One (1) year, terminable thereafter on three (3) days' notice.

Discount For Franchised Municipal Customers A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise.

* Indicates Change.

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-2014-0258.

DATE OF ISSUE May 6, 2015

DATE EFFECTIVE

May 30, 2015ISSUED BY Michael Moehn

President

St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 61st Revised SHEET NO. 59.1CANCELLING MO.P.S.C. SCHEDULE NO. 6Original SHEET NO. 59.1

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 6(M)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)

**** Discount For Franchised Municipal Customers (Cont'd.)** Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

Fuel and Purchased Power Adjustment (Rider FAC) The kilowatt-hours for lighting service provided under the terms of this Service Classification shall be subject to the provisions of Company's Fuel and Purchased Power Adjustment Clause (Rider FAC). The kilowatt-hour consumption of each lamp, whose operating hours are determined by a photoelectric control, shall be determined from the manufacturer's rated wattage multiplied by the number of hours of operation for the month, in accordance with the following schedules:

<u>Lamp Size</u> <u>(Lumens)</u>	<u>Rating</u> <u>(Watts)</u>	<u>Billing</u> <u>Month</u>	<u>Burning</u> <u>Hours</u>
<u>H. P. Sodium</u>			
9,500	120	January	408
16,000	202	February	347
25,500	307	March	346
50,000	482	April	301
		May	279
		June	255
<u>Mercury Vapor</u>			
3,300	127	July	272
6,800	207	August	298
11,000	294	September	322
20,000	455	October	368
42,000	700	November	387
54,000	1080	December	417
<u>Metal Halide</u>			
5,500	122		
12,900	206		
* Light Emitting Diodes (LED)			
2,500	40		
5,000	70		
4,250	85		
12,500	180		
19,000	260		

Tax Adjustment Any license, franchise, gross receipts, occupation or similar charge or tax levied by any taxing authority on the amounts billed hereunder will be so designated and added as a separate item to bills rendered to customers under the jurisdiction of the taxing authority.

* Indicates Addition.

** Indicates Reissue.

DATE OF ISSUE September 30, 2013DATE EFFECTIVE October 30, 2013ISSUED BY Warner L. Baxter
NAME OF OFFICERPresident & CEO
TITLESt. Louis, Missouri
ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6Original SHEET NO. 59.2

CANCELLING MO.P.S.C. SCHEDULE NO. _____

SHEET NO. _____

APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 6 (M)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)**1. RATE APPLICATION**

Available for automatically controlled dusk-to-dawn lighting where customer furnishes, installs and owns all street and outdoor area lighting facilities. Lighting service provided under this Service Classification shall consist of metered service with all maintenance of such facilities provided by the customer, or unmetered service as provided for or limited by the rate section of this Classification. The metered service portion of this Classification is not available on an individual premises where all other electric service thereon is provided to an individual customer or entity. Any account billed under the provisions of the metered portion of this Classification on September 1, 1992 may continue to be billed under such provisions until alternative or replacement rates or tariff options are approved by the Commission.

2. CHARACTER OF SERVICE SUPPLIED

Company will specify and provide a standard single- and/or three-phase alternating current secondary service voltage. Where customer requires and Company supplies service at a primary service voltage, customer shall furnish all transformers necessary to transform such service to a secondary service voltage.

3. GENERAL PROVISIONS

- a. Customer shall pay all costs incurred by Company in constructing any line extensions required in providing said lighting service to the point or points of delivery designated by Company, in accordance with the provisions of Section III.Q-Special Facilities.
- b. Where required, customer shall install suitable switching, protective equipment, meter loop, space and mounting facilities as determined by the Company.
- c. All equipment owned and installed by customer shall be of a type acceptable to Company and shall be maintained by customer in a condition satisfactory to and approved by the appropriate electrical inspection authority.
- d. Where required for connection to customer's lighting system, customer shall provide, without cost to Company, wire of sufficient length to reach a point specified by Company on Company's secondary distribution system and Company will make the required connection. Such wire may be removed by Company at any time after termination of service hereunder.

DATE OF ISSUE May 31, 2013DATE EFFECTIVE June 30, 2013ISSUED BY Warner L. Baxter
NAME OF OFFICERPresident & CEO
TITLESt. Louis, Missouri
ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

MO.P.S.C. SCHEDULE NO. 6

Original

SHEET NO. 59.3

CANCELLING MO.P.S.C. SCHEDULE NO. _____

SHEET NO. _____

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 6 (M)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)3. GENERAL PROVISIONS (Cont'd.)

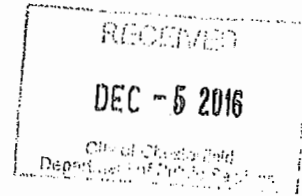
- e. Customer shall furnish to Company, without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder.
- f. Customer shall notify Company immediately if any changes are made in customer's installation.
- g. Company may refuse to make the initial connection or may discontinue service to any installation if there is any engineering, construction, safety, legal or practical reason for doing so.
- h. In case of destruction or damage of customer's property hereunder due to highway accidents, storm damage or other similar causes or where replacement of equipment other than as provided above is required, Company, upon receipt of either written or verbal instructions from customer, may at its option, effect the necessary repairs or replacement of the damaged equipment to place it in normal operating condition. Such repairs will be made with parts supplied by customer or, where applicable, with suitable standard items carried in Company stores. Customer shall reimburse Company for such work at the Company's current Productive man-hour rate including applicable overhead for all labor expended and 1.2 times all direct costs or charges incurred by Company for all materials and any related items. All charges and payments hereunder shall be in addition to the monthly charge for normal maintenance.

4. GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

DATE OF ISSUE	<u>May 31, 2013</u>	DATE EFFECTIVE	<u>June 30, 2013</u>
ISSUED BY	<u>Warner L. Baxter</u>	<u>President & CEO</u>	<u>St. Louis, Missouri</u>
AD. NAME OF OFFICER		TITLE	ADDRESS

**CHESTERFIELD
STREET LIGHT**

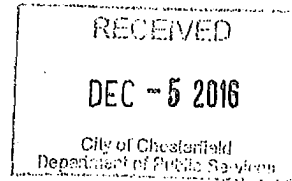


Changed and/or Added Language

- Ameren UE changed to **Ameren Missouri**
- The word "Appropriate" changed to **Appreciate**
- Section 1 – City of Chesterfield, State of Missouri Hereinafter called "**City**"
- Ameren Missouri – hereinafter called "**Company**"
- City Administrator changed to "**Mayor**"
- Section 5 – Ordinance changed to "**ordinance**"
- The word "signed" changed to "**approved**"
- MAYOR changed to "**Mayor, City of Chesterfield**"
- Contract for Street and Outdoor Lighting changed to "**Exhibit A - Contract for Street and Outdoor Lighting Service**"
- Union Electric Company, d/b/a Ameren UE changed to "**Union Electric Company d/b/a Ameren Missouri**"
- City of Chesterfield changed to "**Customer**"
- other "public" changed to other "**outdoor**"
- Paragraph 1 - Street and Outdoor "**Area**" Lighting Service.
- Paragraph 2 Tariffs – Add: Company's Rate Schedules in effect at the time service is provided. These tariffs may be amended as allowed by state law governing electrical corporations.
- Paragraph 4 – Add "**the**" Customer
- Customer Service "**Advisor**", 6450 Highway MM, House Springs, MO 63051
- Paragraph 5 – Term – "**The contract is ten (10) years. This contract expires on _____.**"
- IN WITNESS WHEREOF...add "**and effective**"

Deleted Language

- Paragraph 2 Tariffs -- Delete "Company's tariffs" and add "Company's Rate Schedules."
- Paragraph 3 Right to Install Company Facilities. -- Delete "for service to the now existing or hereafter extended service being delivered to the Customer" and Delete "roads" and add "avenues"
- Paragraph 4 – Notice - Delete – "the term shall be ten (10) years from date of installation as designated in Appendix 1 and additional addendum"



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

I, Martha L. DeMay, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance No. 1873 adopted by City Council on September 18, 2002, at an official meeting of said City Council.

In addition, I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield.

In witness thereof, I have hereunto set my hand as City Clerk this 19th day of September 2002.

Martha L. DeMay, City Clerk

BILL NO.

2097

ORDINANCE NO.

1873

AN ORDINANCE PROVIDING FOR THE LIGHTING BY ELECTRICITY OF THE STREETS, AVENUES, ALLEYS, AND OTHER PUBLIC PLACES IN THE CITY OF CHESTERFIELD, IN THE STATE OF MISSOURI, AND OTHER ELECTRIC SERVICE REQUIREMENTS OF THE CITY, BY CONTRACT, SETTING FORTH THE TERMS OF THE PROPOSED CONTRACT THEREFORE BETWEEN THE CITY AND UNION ELECTRIC COMPANY, D/B/A AMEREN UE, ITS SUCCESSORS AND ASSIGNS, AND PERMITTING SAID COMPANY TO ERECT, OPERATE, AND MAINTAIN POLES, LINES, WIRES, CABLES, TRANSFORMERS, AND OTHER APPLIANCES IN THE STREETS AND ALL OTHER PUBLIC PLACES, NECESSARY FOR AND APPROPRIATE TO THE PERFORMANCE OF SAID CONTRACT AS DESCRIBED HEREIN.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, STATE OF MISSOURI, AS FOLLOWS:

Section 1. That the proposed contract, in the form as hereinafter set out, by and between the City of Chesterfield, State of Missouri, and Union Electric Company, d/b/a Ameren UE, a corporation, its successors and assigns, providing for the lighting of the streets, avenues, alleys, and other public places of the City by electricity, and providing for the supply of other electric utility service required by the City for its City Hall and other premises, according to the terms, provisions, stipulations, and agreements therein specified, be and the same is hereby approved and confirmed; that the City Administrator and the City Clerk of said City by and they hereby are authorized and directed to execute in behalf of the City said contract in the form set out at Exhibit A hereto attached and incorporated by reference.

Section 2. The City hereby grants to Union Electric Company, d/b/a Ameren UE, its successors and assigns, while engaged in the performance of said contract, the right and privilege to erect, maintain, and operate lighting and other electrical fixtures, poles, lines, wires, cables, transformers, and related apparatus and appliances necessary or convenient for the efficient performance of said duties, upon, under, over, and across the streets, avenues, alleys, and other public places in said City.

Section 3. If any provision of this ordinance, or the application of such provision to particular circumstances, shall be held invalid, the remainder of this ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

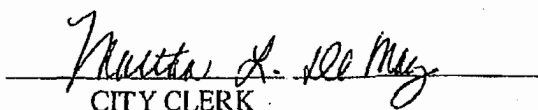
Section 4. All ordinances or parts of ordinances in conflict with this ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

Section 5. This Ordinance shall be in full force from and after its passage and approval.

Passed and signed this 18th day of September, 2022


MAYOR

ATTEST:


CITY CLERK

CONTRACT FOR STREET AND OUTDOOR LIGHTING

THIS CONTRACT, by and between Union Electric Company, d/b/a Ameren UE, a Missouri corporation, its successors and assigns, hereafter called "Company", and the City of Chesterfield hereafter called "Customer",

WITNESSETH:

WHEREAS, Customer has determined that the continued lighting of the streets, alleys and other public areas is necessary for the convenience or safety of the public and should be provided by contract with Company; and

WHEREAS, Company is a public utility regulated by the Public Service Commission of the State of Missouri (hereafter "PSC") in accordance with law;

NOW, THEREFORE, Customer does hereby award to Company this contract for outdoor lighting, within the territorial limits of Customer as they now exist or may hereafter be extended, and within the area thereof which Company now is authorized to serve or may hereafter be authorized to serve; and Customer agrees to pay for and Company agrees to sell and deliver said services in the manner and subject to terms and conditions hereinafter set forth.

1. Street and Outdoor Lighting Service. Initial street and outdoor lighting service supplied by Company on Company-owned facilities or Customer-owned facilities shall be of the type and character set forth in Appendix I attached hereto. Additional street and outdoor lighting service may be requested by Customer from time to time and shall be provided pursuant to a written addendum to this contract.

2. Tariffs. All service hereunder shall be supplied by Company and paid for by Customer as provided by the terms and conditions of Company's tariffs 5(M) or 6(M), a copy of which is attached hereto as Appendix 2.

3. Right to Install Company Facilities. Customer hereby grants to Company, its successors and assigns, while engaged in the performance of Company's duties hereunder, the right and privilege to erect, maintain and operate lighting fixtures, poles, wires, cables, transformers and related apparatus and appliances necessary or convenient for Company's efficient performance of its duties under this contract, upon, under, over, and across the streets, roads, alleys, and other public places within the territorial limits of Customer **for service to the now existing or hereafter extended service being delivered to the Customer.**

4. Notice, etc. All notices, applications and requests by the Customer hereunder shall be in writing signed by an authorized representative and delivered or mailed to Company addressed as follows or to such other address as Company may hereafter designate in writing to Customer.

Ameren UE
Attn: Customer Service -- Metropolitan
Mail Code 810
P.O. Box 66149
St. Louis, MO 63166-6149

5. Term. The term of this contract is ten (10) years from the effective date designated below, except that for any post-top luminaries with 17 foot post installed within the preceding ten years of the effective date, the term shall be ten (10) years from date of installation as designated in Appendix 1 and additional addendum.

6. Termination of Prior Agreements. This contract supersedes and cancels any prior agreements between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in triplicate and effective _____.

UNION ELECTRIC COMPANY

By: RC Zeller
Vice President

ATTEST:

JK Waters
ASS'T. Secretary

CITY OF CHESTERFIELD

By: Michael J. Fleming
City Administrator

ATTEST:

Mustafa H. El-Maghrabi
City Clerk

CITY OF CHESTERFIELD

00

DISTRIBUTION POLE

25500 LUMEN LAMPS @ \$11.27 PER MONTH
1, 7, 23, 24
4 LAMPS FOR THIS RATE

9500 LUMEN LAMPS @ \$7.79 PER MONTH
3, 4, 5, 6
4 LAMPS FOR THIS RATE

ORNAMENTAL STANDARD

9500 LUMEN LAMPS @ \$7.79 PER MONTH
8, 9, 22
3 LAMPS FOR THIS RATE

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

23rd Revised

SHEET NO. 39

CANCELLING SCHEDULE NO. 5

22nd Revised

SHEET NO. 39

APPLYING TO

MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(M)

STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED

*Rate per Unit per Month
Lamp and Fixture

- A. Standard horizontal burning, enclosed luminaire on existing wood pole:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
9,500	\$ 7.79
25,500	\$11.27
50,000	\$20.08

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
6,800	\$ 7.79
20,000	\$11.27
54,000	\$20.08
108,000	\$40.18

- B. Standard side mounted, hood with open bottom glassware on existing wood pole:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
9,500	\$ 6.90

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
3,300	\$ 6.31
6,800	\$ 6.90

- C. Standard post-top luminaire including standard 17-foot post:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
9,500	\$14.44

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
3,300	\$13.65
6,800	\$14.44

- D. Pole-mounted, direction flood luminaire; limited to installations accessible to Company basket truck:

High Pressure Sodium

<u>Lumens</u>	<u>Rate</u>
25,500	\$14.30
50,000	\$22.61

Metal Halide

<u>Lumens</u>	<u>Rate</u>
34,000	\$14.30
100,000	\$45.21

Mercury Vapor (1)

<u>Lumens</u>	<u>Rate</u>
20,000	\$14.30
54,000	\$22.61

- (1) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to September 27, 1988. Company will continue to maintain these lamps and fixtures so long as parts are economically available.

* Indicates Change

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-95-411.

P.S.C. Mo. DATE OF ISSUE July 26, 1995

DATE EFFECTIVE August 1, 1995

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY C. W. Mueller
NAME OF OFFICER

President & CEO
TITLE

St. Louis, Missouri
ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

22nd Revised

SHEET NO. 40CANCELLING SCHEDULE NO. 5

21st Revised

SHEET NO. 40

APPLYING TO

MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(H)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

*E. All poles and cable, where required to provide lighting service:

1. After September 27, 1988 the installation of all standard poles and cables shall be paid for in advance by customer, with all subsequent replacements of said facilities provided by Company.

2. Installations prior to September 27, 1988:

	<u>Monthly Rate</u>
Wood Pole	\$ 6.97 per pole
Ornamental Concrete Pole	\$15.63 per pole
Steel Breakaway Pole	\$47.00 per pole
Standard Two-Conductor Overhead Cable	\$ 2.16 per span
Underground Cable Installed In and Under Dirt	6.41¢ per foot
All Other Underground Cable Installations	12.21¢ per foot

F. Incandescent lamps provided under contracts initiated prior to September 30, 1963, which facilities will not be maintained by Company after June 30, 1981:

<u>Lamp and Fixture</u>	<u>Per Unit Monthly Rate</u>
1,000 Lumens	\$ 7.47
2,500 "	10.09
4,000 "	11.64
6,000 "	12.92
10,000 "	17.54

*Indicates Change

P.S.C. Mo. DATE OF ISSUE February 9, 1996DATE EFFECTIVE April 1, 1996

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY C. W. MuellerPresident & CEOSt. Louis, Missouri

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

27th Revised

SHEET NO. 41CANCELLING SCHEDULE NO. 5

26th Revised

SHEET NO. 41

APPLYING TO

MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 5(H)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

- G. Former Subsidiary Company lighting units provided under contracts initiated prior to April 9, 1986, which facilities will only be maintained by Company so long as parts are available in Company's present stock:

<u>Lamp and Fixture</u>	<u>*Per Unit Monthly Rate</u>
11,000 Lumens, Mercury Vapor, Post-Top	\$14.44
11,000 Lumens, Mercury Vapor, Open Bottom	6.90
11,000 Lumens, Mercury Vapor, Horizontal Enclosed	7.79
42,000 Lumens, Mercury Vapor, Horizontal Enclosed	20.08
5,800 Lumens, H.P. Sodium, Open Bottom	6.31
16,000 Lumens, H.P. Sodium, Horizontal Enclosed	7.79
34,200 Lumens, H.P. Sodium, Directional(2)	14.30
140,000 Lumens, H.P. Sodium, Directional	45.21
20,000 Lumens, Metal Halide, Directional	14.30

- (2) This lamp represents a mercury vapor fixture with H.P. Sodium lamp.

Term of Contract. Minimum term of three (3) years where only standard facilities are installed; ten (10) years where post-top luminaires are installed.

Discount for Franchised Municipal Customers. A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise. Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

*Indicates Change

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-95-411.

P.S.C. Mo. DATE OF ISSUE July 26, 1995DATE EFFECTIVE August 1, 1995

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY C. W. Mueller

President & CEO

St. Louis, Missouri

APPLYING TO

MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(M)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

1. Rate Application. Available for lighting streets, alleys, walkways and other thoroughfares, or for outdoor lighting of public or private areas for security or similar purposes when such lighting facilities are operated and maintained as an extension of Company's distribution system.
- *2. Character of Service Supplied. Company shall inventory, furnish, install, maintain and deliver electric service to automatically-controlled lighting fixtures currently offered as standard facilities by Company. Customer shall select the type and size of lamps and fixtures from the standard equipment inventoried and offered by the Company and shall specify the location of said fixtures. Other than service to Company's post-top fixtures, the service provided hereunder shall be supplied by lines or cables through fixtures supported by standard upsweep brackets attached to existing poles; however, certain non-standard facilities may be installed hereunder in accordance with the terms and conditions stated in the following paragraph 3.
- *3. Non-Standard Facilities. Whenever customer requires Company to install non-standard facilities hereunder (such as longer upsweep brackets, switches, protective barriers, etc.) and there is no engineering, construction, safety, legal or practical reason which would, in Company's judgment, make such non-standard installation inadvisable, Company will make such installation provided customer pays in advance to Company all costs in connection therewith. Subsequent replacements of said facilities will be provided by the Company.
- *4. Conversion or Modification of Lamps. Where customer requests a conversion or modification of the size or type of lamp currently installed, and Company would not otherwise be converting such lights, Company will make the requested changes provided, however, that customer pays in advance to the Company \$100.00 per lamp for both the removal cost and loss of the remaining life of such lamps and, additionally, signs a new contract at the time when 20 percent or more of the customer's total lamps then installed are so converted or modified. Billing for the revised lamps will begin as of the next regular billing date after such modifications have been completed.

*Indicates Change

P.S.C. NO. DATE OF ISSUE August 1, 1988DATE EFFECTIVE September 27, 1988

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY William E. Cornelius

Chairman

St. Louis, Missouri

NAME OF OFFICER

TITLE

ADDRESS

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 11th Revised SHEET NO. 43CANCELLING SCHEDULE NO. 7 10th Revised SHEET NO. 43APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 5(H)STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

5. Change or Relocation. Upon receipt of written request and authorization from customer, Company will, insofar as it may be practical and permissible, make any other change in or relocation of its facilities used in rendering service hereunder, provided customer pays in advance Company's estimated costs in connection therewith.
6. Additional Installations. Customer may obtain the installation of additional lamps and the supply of service thereto under the existing contract for the remainder of the term thereof upon written application to the Company, provided, however, that if at any time during the term of the contract customer requires such additional lamps so as to cause the total number of lamps in service to exceed by 20% the lamps originally contracted for and then installed, the parties shall execute a new contract.
7. Termination. If customer requests in writing the termination of all or a portion of any lighting service, not paid for in advance, within three years of the installation of the lamps being terminated, or within ten years of the installation of post top luminaires, wood poles or cable being terminated, customer shall pay in advance to Company \$100.00 per lamp for both the removal costs associated therewith and the loss of the remaining life value of such facilities. If said request for termination of lighting service is made after the above three and ten year in-service periods, as applicable, and customer requests a new lighting installation within twelve months after the removal of the prior terminated lighting facilities, customer shall pay the amount specified earlier in this paragraph for all facilities previously removed prior to Company making any new lighting installation.
- *8. General Provisions. Customer shall furnish to Company without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder. In addition, customer shall pay all costs incurred by Company in extending its distribution system, including transformers, to provide energy to said lighting facilities supplied hereunder, in accordance with the provisions of Section III.Q - Special Facilities.

*Indicates Change

P.S.C. MO. DATE OF ISSUE March 30, 1990DATE EFFECTIVE May 5, 1990

ILL. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY William E. Cornelius

Chairman

St. Louis, Missouri

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 11th Revised SHEET NO. 44
 CANCELLING SCHEDULE NO. 5 10th Revised SHEET NO. 44

MISSOURI SERVICE AREA

APPLYING TO

SERVICE CLASSIFICATION NO. 5(M)

STREET AND OUTDOOR AREA LIGHTING - COMPANY-OWNED (Cont'd.)

- *9. General Rules and Regulations. In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

*Indicates Reissue

P.S.C. MO. DATE OF ISSUE	<u>August 1, 1988</u>	DATE EFFECTIVE	<u>September 27, 1988</u>
ILL. C.C. DATE OF ISSUE	_____	DATE EFFECTIVE	_____
IA. ST. C.C. DATE OF ISSUE	_____	DATE EFFECTIVE	_____
ISSUED BY	<u>William E. Cornelius</u>	Chairman	<u>St. Louis, Missouri</u>
	NAME OF OFFICER	TITLE	ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 12th Revised SHEET NO. 45CANCELLING SCHEDULE NO. 5 11th Revised SHEET NO. 45APPLYING TO MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 6(M)
STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED

*Monthly Rate For Metered Service

Customer Charge Per Meter \$4.69 per month
 Energy Charge 3.17¢ per kWh

*Rate Per Unit Per Month For Unmetered Service

Customer Charge per account \$4.69 per month

<u>H.P. Sodium</u>	<u>Energy & Maintenance (1)</u>	<u>Energy Only (2)</u>
9,500 Lumens, Standard	\$ 2.53	\$ 1.22
16,000 Lumens, Standard	N/A	2.08
25,500 Lumens, Standard	4.40	3.13
50,000 Lumens, Standard	6.34	4.92
<u>Mercury Vapor</u>	<u>(3)</u>	
3,300 Lumens, Standard	\$ 2.53	\$ 1.30
6,800 Lumens, Standard	3.29	2.11
11,000 Lumens, Standard	4.44	3.00
20,000 Lumens, Standard	5.89	4.63
42,000 Lumens, Standard	N/A	7.71
54,000 Lumens, Standard	12.58	11.02

- (1) Company will furnish electric energy, furnish and replace lamps, wash lamps and luminaires, and adjust and replace control mechanisms, as required.
- (2) Limited to lamps served under contracts initiated prior to September 27, 1988.
- (3) Maintenance of lamps and fixtures limited to customers served under contracts prior to November 15, 1991.
 N/A--Not Available.

Term of Contract. One (1) year, terminable thereafter on three (3) days' notice.

Discount For Franchised Municipal Customers. A 10% discount will be applied to bills rendered for lighting facilities served under the above rates and currently contracted for by municipalities with whom the Company has an ordinance granted electric franchise as of September 27, 1988. The above discount shall only apply for the duration of said franchise. Thereafter, the above discount shall apply only when the following two conditions are met: 1) any initial or subsequent ordinance granted electric franchise must be for a minimum term of twenty (20) years and 2) Company must have a contract for all lighting facilities for municipal lighting service provided by Company in effect.

*Indicates Change

Issued pursuant to the Order of the Mo.P.S.C. in Case No. ER-95-411.

P.S.C. Mo. DATE OF ISSUE July 26, 1995 DATE EFFECTIVE August 1, 1995

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY C. W. Mueller President & CEO St. Louis, Missouri
 NAME OF OFFICER TITLE ADDRESS

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5

19th Revised

SHEET NO. 46

CANCELLING SCHEDULE NO. 5

18th Revised

SHEET NO. 46

APPLYING TO

MISSOURI SERVICE AREA

SERVICE CLASSIFICATION NO. 6(H)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd.)

1. Rate Application. Available for automatically controlled dusk-to-dawn lighting where customer furnishes, installs and owns all street and outdoor area lighting facilities. Lighting service provided under this Service Classification shall consist of metered service with all maintenance of such facilities provided by the Customer, or unmetered service as provided for or limited by the rate section of this Classification. The metered service portion of this Classification is not available on an individual premises where all other electric service thereon is provided to an individual customer or entity. Any account billed under the provisions of the metered portion of this Classification on September 1, 1992 may continue to be billed under such provisions until alternative or replacement rates or tariff options are approved by the Commission.
2. Character of Service Supplied. Company will specify and provide a standard single- and/or three-phase alternating current secondary service voltage. Where customer requires and Company supplies service at a primary service voltage, customer shall furnish all transformers necessary to transform such service to a secondary service voltage.
- *3. General Provisions
 - a. Customer shall pay all costs incurred by Company in constructing any line extensions required in providing said lighting service to the point or points of delivery designated by Company, in accordance with the provisions of Section III.Q-Special Facilities.
 - b. Where required, customer shall install suitable switching, protective equipment, meter loop, space and mounting facilities as determined by the Company.
 - c. All equipment owned and installed by customer shall be of a type acceptable to Company and shall be maintained by customer in a condition satisfactory to and approved by the appropriate electrical inspection authority.
 - d. Where required for connection to customer's lighting system, customer shall provide, without cost to Company, wire of

*Indicates Change

P.S.C. Mo. DATE OF ISSUE February 9, 1996

DATE EFFECTIVE April 1, 1996

ILL. C.C. DATE OF ISSUE

DATE EFFECTIVE

IA. ST. C.C. DATE OF ISSUE

DATE EFFECTIVE

ISSUED BY C. W. Mueller
NAME OF OFFICERPresident & CEO
TITLESt. Louis, Missouri
ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

P. S. C. MO., ILL. C. C., IA. ST. C. C. SCHEDULE NO. 5 17th Revised SHEET NO. 47CANCELLING SCHEDULE NO. 5 16th Revised SHEET NO. 47APPLYING TO MISSOURI SERVICE AREASERVICE CLASSIFICATION NO. 6(M)STREET AND OUTDOOR AREA LIGHTING - CUSTOMER-OWNED (Cont'd..)3. General Provisions (Cont'd.)

*sufficient length to reach a point specified by Company on Company's secondary distribution system and Company will make the required connection. Such wire may be removed by Company at any time after termination of service hereunder.

- e. Customer shall furnish to Company, without cost to Company and on forms suitable to it, or customer shall reimburse Company for all costs incurred in obtaining all rights, permits and easements necessary to permit the installation and maintenance of Company's facilities on, over, under and across both public and private property where and as needed by Company in providing service hereunder.

- f. Customer shall notify Company immediately if any changes are made in customer's installation.

- g. Company may refuse to make the initial connection or may discontinue service to any installation if there is any engineering, construction, safety, legal or practical reason for doing so.

- h. In case of destruction or damage of customer's property hereunder due to highway accidents, storm damage or other similar causes or where replacement of equipment other than as provided above is required, Company, upon receipt of either written or verbal instructions from customer, may at its option, effect the necessary repairs or replacement of the damaged equipment to place it in normal operating condition. Such repairs will be made with parts supplied by customer or, where applicable, with suitable standard items carried in Company stores. Customer shall reimburse Company for such work at the Company's current Productive manhour rate including applicable overhead for all labor expended and 1.2 times all direct costs or charges incurred by Company for all materials and any related items. All charges and payments hereunder shall be in addition to the monthly charge for normal maintenance.

4. General Rules and Regulations. In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to service supplied under this Service Classification.

*Indicates Reissue. Issued pursuant to Order of Mo.P.S.C. in Case No. ER-92-132.
P.S.C. Mo. DATE OF ISSUE August 13, 1992 DATE EFFECTIVE September 1, 1992

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius Chairman St. Louis, Missouri
NAME OF OFFICER TITLE ADDRESS

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

APPENDIX

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 12th Revised SHEET NO. 48

CANCELLING SCHEDULE NO. 5 11th Revised SHEET NO. 48

APPLYING TO MISSOURI SERVICE AREA

BLANK SHEET*

*Indicates Change.

Issued pursuant to Order of Mo.P.S.C. in Case Nos. EO-85-17 and ER-85-160.

P.S.C. MO. DATE OF ISSUE April 12, 1985 DATE EFFECTIVE April 16, 1985

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius President St. Louis, Missouri

UNION ELECTRIC COMPANY

ELECTRIC SERVICE

APPENDIX 2

P.S.C. MO., ILL. C.C., IA. ST. C.C. SCHEDULE NO. 5 22nd Revised SHEET NO. 49

CANCELLING SCHEDULE NO. 5 21st Revised SHEET NO. 49

APPLYING TO MISSOURI SERVICE AREA

BLANK SHEET*

*Indicates Change.

Issued pursuant to Order of Mo. P.S.C. in Case Nos. EO-85-17 and ER-85-160.

P.S.C. MO. DATE OF ISSUE April 12, 1985 DATE EFFECTIVE April 16, 1985

ILL. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

IA. ST. C.C. DATE OF ISSUE _____ DATE EFFECTIVE _____

ISSUED BY William E. Cornelius President St. Louis, Missouri