



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, June 4, 2018
6:15 PM**

I. Appointments – Mayor Bob Nation

A. Re-appointment

- Proposed Resolution– Municipal Judge Rick Brunk – Three Year Term **(Voice Vote)**

B. Appointment

- Planning Commission – Gene Schenberg
- Human Rights Commission – Ferne Wolf

II. Planning and Public Works Committee – Chairperson Michelle Ohley-Ward IV

A. Bill No. 3200 - P.Z. 02-2018 Summit-Topgolf (First Reading)

B. Bill No. 3201 - Arbors at Wilmas Farm, Plat 1 - Replacement Construction and Maintenance Escrows (First & Second Readings)

C. Bill No. 3202 - Arbors at Wilmas Farm, Plat 2 - Replacement Construction and Maintenance Escrows (First & Second Readings)

D. Bill No. 3203 - Spirit Valley Business Park, Lot 16 & Lot 17 (Boundary Adjustment Plat) (First & Second Readings)

E. Bill No. 3204 - Falling Leaves Estates II, Record Plat (First & Second Readings)

F. Next Meeting - June 7, 2018 (5:45pm)

III. Finance and Administration Committee – Chairperson Barbara McGuinness-Ward I

IV. Parks, Recreation and Arts Committee – Chairperson Dan Hurt-Ward III

V. Public Health and Safety Committee – Chairperson Ben Keathley-Ward II

VI. Report from the City Administrator – Mike Geisel

VII. Unfinished Business – Mayor Bob Nation

VIII. New Business – Mayor Bob Nation

IX. Adjourn –

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.*

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3) 1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, June 4, 2018
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** – Deputy City Clerk Amanda Miller
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. Executive Session Minutes** – May 23, 2018
 - B. City Council Meeting Minutes** – May 23, 2018
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, June 7, 2018** – Planning and Public Works (5:45 pm)
 - B. Monday, June 11, 2018** – Planning Commission (7 pm)
 - C. Monday, June 18, 2018** – Next City Council Meeting (7 pm)

VIII. APPOINTMENTS – Mayor Bob Nation

A. Re-appointment

- Proposed Resolution– Municipal Judge Rick Brunk – Three Year Term
(Voice Vote)

B. Appointment

- Planning Commission – Gene Schenberg
- Human Rights Commission – Ferne Wolf

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Michelle Ohley, Ward IV

1. **Bill No. 3200** - P.Z. 02-2018 Summit-Topgolf **(First Reading)**
2. **Bill No. 3201** - Arbors at Wilmas Farm, Plat 1 - Replacement Construction and Maintenance Escrows **(First & Second Readings)**
3. **Bill No. 3202** - Arbors at Wilmas Farm, Plat 2 - Replacement Construction and Maintenance Escrows **(First & Second Readings)**
4. **Bill No. 3203** - Spirit Valley Business Park, Lot 16 & Lot 17 (Boundary Adjustment Plat) **(First & Second Readings)**
5. **Bill No. 3204** - Falling Leaves Estates II, Record Plat **(First & Second Readings)**
6. **Next Meeting – June 7, 2018 (5:45pm)**

B. Finance and Administration Committee – Chairperson Barbara McGuinness, Ward I

C. Parks, Recreation and Arts Committee – Chairperson Dan Hurt, Ward III

D. Public Health and Safety Committee – Chairperson Ben Keathley, Ward II

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

XI. UNFINISHED BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

- A. Bill No. 3201** - An ordinance amending Ordinance 2929 to authorize replacement Construction and Maintenance Escrows for Arbors at Wilmas Farm Subdivision, Plat 1 **(First and Second Readings) Planning & Public Works Committee recommends approval.**
- B. Bill No. 3202** - An ordinance amending Ordinance 2930 to authorize replacement Construction and Maintenance Escrows for Arbors at Wilmas Farm Subdivision, Plat 2 **(First and Second Readings) Planning & Public Works Committee recommends approval.**
- C. Bill No. 3203** - An ordinance providing for the approval of a Boundary Adjustment Plat for Lots 16 and 17 of the Spirit Valley Business Park Plat to create a 6.183 acre tract of land, zoned “PI” Planned Industrial District, and located on the south side of Olive Street Road, west of Spirit Valley East Drive (17W510147, 17W230076). **(First and Second Readings) Department of Planning & Development Services recommends approval.**
- D. Bill No. 3204** - An ordinance providing the approval of a Record Plat and escrow agreements for the Falling Leaves Estates II Subdivision, a 17.4 acre tract of land zoned Large Lot Residential (LLR) located west of Wilson Avenue and northwest of the intersection of Wilson Avenue and Clarkson Road. **(First and Second Readings) Department of Planning & Development Services recommends approval.**

XIV. LEGISLATION – PLANNING COMMISSION

- A. Bill No. 3200** - An ordinance repealing City of Chesterfield Ordinance 2932 to establish 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. 02-2018 Summit-Topgolf [Topgolf USA Chesterfield LLC] 17T510063, 17T520105, 17T520116) **(First Reading) Planning Commission recommends approval**

XV. 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.

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.



RECORD OF PROCEEDING

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

MAY 23, 2018

The meeting was called to order at 7 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 Barbara McGuinness
Councilmember Ben Keathley
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Michelle Ohley

ABSENT

Councilmember Barry Flachsbart

APPROVAL OF MINUTES

The minutes of the May 7, 2018 Executive Session were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Keathley, to approve the May 7, 2018 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the May 7, 2018 City Council meeting were submitted for approval. Councilmember Hurt made a motion, seconded by Councilmember Ohley, to approve the May 7, 2018 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Mr. Tom Appelbaum, 12739 Cypressway Drive, St. Louis, spoke in support a St. Louis County Energy Efficiency Financing Program.

Mr. Robert Kilo, 16734 Benton Taylor Drive, spoke to rebut a speaker's comments during the previous meeting about dark money and the Council campaign.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, June 4, at 7 p.m.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Michelle Ohley, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3195 (P.Z. 07-2017 Chesterfield Valley Motor Sports) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Ohley reported that Bill No. 3196 (P.Z. 12-2017 15320 Conway) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Ohley reported that Bill No. 3197 (P.Z. 13-2017 St. Louis Family Church Campus) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Ohley reported that Bill No. 3198 (Brae Lane Parking Restrictions) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Ohley announced that the next meeting of this Committee has been scheduled for Thursday, May 24, at 5:45 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, indicated that she had no report this evening.

Parks, Recreation & Arts Committee

Councilmember Dan Hurt, Chairperson of the Parks, Recreation & Arts Committee, announced that there were no action items coming forward from the Parks, Recreation & Arts Committee for this meeting.

Public Health & Safety Committee

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, announced that the next meeting of this Committee is tentatively scheduled for Monday, June 4, at 4:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Topgolf USA Chesterfield, LLC dba Topgolf, located at 16851 N. Outer 40, has requested a new liquor license, for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember DeCampi made a motion, seconded by Councilmember Keathley, to approve issuance of a new liquor license to Topgolf. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

LEGISLATION

BILL NO. 3198	Amends Section 300, Schedule IX of the Model Traffic Ordinances of the City of Chesterfield by adding provisions thereto to restrict parking on Brae Lane (Second Reading) Planning & Public Works Committee recommends approval
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Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3198. A voice vote was taken with a unanimous affirmative result

and the motion was declared passed. Bill No. 3198 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3198 with the following results: Ayes – Ohley, McGuinness, DeCampi, Moore, Mastorakos, Hurt and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3198 approved, passed it and it became **ORDINANCE NO. 3003.**

LEGISLATION – PLANNING COMMISSION

BILL NO. 3195 Repeals City of Chesterfield Ordinance Number 2363 to allow for specific display and storage areas for a 3.00 acre tract of land in a “C-8” Planned Commercial District located on the north side of North Outer 40 Road, west of Boone’s Crossing at 17501 North Outer 40 Road (P.Z. 07-2017 Chesterfield Valley Motor Sports [17501 N Outer 40 Rd.]) **(Second Reading) Planning Commission recommends approval; Planning & Public Works Committee recommends approval, as amended**

Councilmember Ohley made a motion, seconded by Councilmember DeCampi, for the second reading of Bill No. 3195. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3195 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3195 with the following results: Ayes – Ohley, Hurt, Moore, DeCampi, Keathley, McGuinness and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3195 approved, passed it and it became **ORDINANCE NO. 3004.**

BILL NO. 3196 Amends the Unified Development Code for the City of Chesterfield by changing the boundaries of an “R-3” Residence District to a “PC” Planned Commercial District for a 0.93 acre tract of land located on the south side of Conway Road, approximately 500’ west of the intersection of Conway Road and Chesterfield Parkway. (P.Z. 12-2017 15320 Conway [SMS Group, LLC.] - 18S310348) **(Second Reading) Planning Commission recommends approval; Planning & Public Works Committee recommends approval, as amended**

Councilmember Ohley made a motion, seconded by Councilmember DeCampi, for the second reading of Bill No. 3196. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3196 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3196 with the following results: Ayes – Ohley, Hurt, Moore, Keathley, DeCampi, Mastorakos and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3196 approved, passed it and it became **ORDINANCE NO. 3005.**

BILL NO. 3197 Amends the Unified Development Code for the City of Chesterfield by changing the boundaries of a “C-8” Planned Commercial District, “PC” Planned Commercial District, and “PI” Planned Industrial

District to a “PC” Planned Commercial District for 35.3 acres of land, located on the south side of Chesterfield Airport Road 675 feet east of its intersection with Long Road, and north of Edison Avenue 575 feet east of its intersection with Long Road (P.Z. 13-2017 St. Louis Family Church Campus [St. Louis Family Church] - 17U140102, 17U140405, 17U140131, 17U230353, 17U230232, 17U120364) **(Second Reading) Planning Commission recommends approval; Planning & Public Works Committee recommends approval, as amended**

Councilmember Ohley made a motion, seconded by Councilmember DeCampi, for the second reading of Bill No. 3197. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3197 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3197 with the following results: Ayes – Keathley, Ohley, McGuinness, DeCampi, Moore, Mastorakos and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3197 approved, passed it and it became **ORDINANCE NO. 3006**.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:20 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

AGENDA REVIEW – Monday, 6/4/2018 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 pm, on Monday June 4, 2018.**

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

UPCOMING MEETINGS/EVENTS

- A. Thursday, June 7, 2018** – Planning and Public Works (5:45 pm)
- B. Monday, June 11, 2018** – Planning Commission (7 pm)
- C. Monday, June 18, 2018** – Next City Council Meeting (7 pm)

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

Re-appointment

The term for Municipal Judge Richard K. Brunk is due to expire effective June 15, 2018. Mayor Nation intends to re-appoint Judge Brunk for an additional three year term. His new term will expire effective June 11, 2021.

A proposed resolution has been included in the packet to reflect this action.

Appointments

Planning Commission

The Mayor has offered the appointment of Gene Schenberg to the Planning Commission. Mr. Schenberg was interviewed by the Planning and Public Committee who recommended approval of the appointment by a vote of 3-1 at the May 24, 2018 Planning and Public Works Committee Meeting.

Human Rights Commission

The Mayor has offered the appointment of Ferne Wolf to the Human Rights Commission. The Planning and Public Works Committee recommended approval of the appointment by a vote of 4-0 at the May 24, 2018 Planning and Public Works Committee Meeting.

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



DATE: May 25, 2018
TO: Michael O. Geisel, City Administrator
FROM: Vickie J. Hass, City Clerk *VJH*
SUBJECT: Reappointment of Municipal Judge

The term for Municipal Judge Richard K. Brunk is due to expire effective June 15, 2018.

Mayor Nation supports the reappointment for Mr. Brunk, for an additional three year term.
His new term will expire effective June 11, 2021.

Please add this re-appointment to the June 4 City Council agenda.

RESOLUTION NO. _____

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby re-appoints Richard K. Brunk as Municipal Judge, to serve for a period of three (3) years, expiring in 2021, in accordance with Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective as of June 11, 2018.

Passed and approved this _____ day of _____, 2018.

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk



DATE: May 29, 2018
TO: Michael O. Geisel, City Administrator
FROM: Vickie J. Hass, City Clerk 
SUBJECT: Statutory Committee Appointments

Motion to approve appointment of Ferne Wiesenthal (Wolf) to the Human Rights Commission was passed by a vote of 4-0 at the May 24, 2018 Planning and Public Works Committee meeting (resume attached):

Human Rights Commission

Ferne Wiesenthal (Wolf)
1546 Woodroyal West Drive
Chesterfield, MO 63017
314-650-1909 - c
fw@sowerswolf.com
Ward II
New term expires 6/4/21

Motion to approve appointment of Gene Schenberg to the Planning Commission was passed by a vote of 3-1 at the May 24, 2018 Planning and Public Works Committee meeting (resume attached):

Planning Commission

Gene Schenberg
402 Country Oak Drive
Chesterfield, MO 63017
Gene@Schenberg.com
Ward I
New term expires 6/6/22

Please add these appointments to the June 4 City Council agenda.

Curriculum Vitae for Ferne P. Wolf

530 Maryville Centre Drive, Suite 460 St. Louis, Missouri 63141
314 744-4010 fw@sowerswolf.com

Education

J.D., 1978, George Washington University Law School, Washington, D.C.
LLM candidate, Federal Procurement Law (1980)

B.A., 1975, University of Illinois, Urbana, Illinois
James Scholar, Cum Laude, Departmental Distinction (History), Phi Beta Kappa

Employment

1999 - present, Sowers & Wolf, LLC, St. Louis, Missouri

1991-1999, Carr, Korein, Tillery, Kunin, Montroy & Glass, East St. Louis, Illinois
Commercial Litigation section, with work on both commercial and employment matters

1987-2000, St. Louis University Law School, St. Louis, Missouri
Adjunct assistant professor at SLU Law School, teaching sections of Civil Practice

1987-1991, St. Louis Community College
Adjunct faculty in Legal Studies program with one semester as Acting Director

1979-1986, Equal Employment Opportunity Commission, Washington, D.C. and St. Louis, Missouri
Trial attorney at EEOC Headquarters and St. Louis District Office.

1978-79, Law Office of Louis Gilden, St. Louis, Missouri
General practice work, with emphasis on employment and civil rights related cases.

Bar Memberships and Related Activities

Missouri Bar (1978), Illinois Bar (1992), and Texas Bar (2001), U.S. Supreme Court, U.S. Court of Appeals for Seventh and Eighth Circuits, and U.S. District Courts for Eastern and Western Districts of Missouri and Southern and Central Districts of Illinois

Illinois State Bar Association - Labor and Employment Law Section Council (Chair, 2010-11; past Secretary, Vice Chair); Federal Civil Practice Section Council (2011); Committee on Sexual Orientation and Gender Identity (Member, Secretary, Vice Chair, Chair, Ex Officio, through May 2007)

Missouri Bar Association - Chair of Labor and Employment Law Committee (2015-present; past Vice Chair).
Member of Legislative Review Subcommittee since 2008.

National Employment Lawyers Association, St. Louis Affiliate, President (2011-13); Member of Chicago Affiliate

ABA Litigation Section's Employment and Labor Relations Newsletter, Associate Editor and Member of Editorial Board (2009)

Presentations and writing

February 2018, Human Resources Management Association, Panelist, Ripped From the Headlines: Case studies and real experiences

December 2017, Southeastern Oklahoma University, conducted Title VII training for all employees pursuant to Settlement Agreement with U.S. Dep't of Justice

September 2017, ISBA Solo & Small Firm Practice Institute Series, Hiring and Managing Employees

September 2017, EEOC (St. Louis) Technical Assistance Program (TAPS), speaker on Implicit Bias and ADEA

February 2017, ISBA Legal Ed Program, Written Discovery—Electronic Discovery, speaker (webinar format)

Fall 2016, Missouri Bar Labor and Employment Law Symposium, Planning Committee and speaker on Legal Ethics

August 2016 EEOC (St. Louis) Technical Assistance Program (TAPS), speaker

2014-15, Missouri Bar Labor and Employment Law Symposium, Planning Committee

November 2013, Missouri Bar Labor and Employment Law Symposium, Planning Committee and speaker, *Dynamic Docket*

November 2012, Missouri Bar Labor and Employment Law Symposium, *Dynamic Docket*

December 2011 ISBA Federal Practice and Procedure Section Newsletter, *Pleading Affirmative Defenses Post-Iqbal and Twombly* (submitted Oct. 2011)

Missouri Bar CLE Deskbook on Damages, edited chapter, *Vexatious Refusal to Pay Insurance Claims* (2011)

May 2011, Panelist, *Common Discovery Disputes in Employment Litigation*, Missouri Bar Spring Committee Meetings

March 2011, Moderator, *Medical Marijuana: Workplace Issues*, Illinois State Bar Association Seminar

February 2011, Panelist, *Jury Instructions in Employment Law Cases*, Bar Ass'n of Metropolitan St. Louis Labor and Employment Update

November 2010, Panelist, *Case Valuation: Mock Mediation*, Missouri Bar CLE, Labor & Employment Law Symposium

June 2010, Speaker, *Forum on Employment Jury Trials in Missouri - Understanding the New Realities*, Missouri Bar CLE "Winning in Employment Litigation, Being the Difference, Meeting the Challenges."

April 2010, *Litigating Illinois Human Rights Act Cases in Federal Court*, Illinois State Bar Association Labor & Employment Law Newsletter, Vol. 47, No. 4.

June 2009, *Some Practical Considerations When Litigating Under the Illinois Human Rights Act*, Illinois State Bar Association Labor & Employment Law Newsletter, Vol. 46, No. 5

December 2008, Speaker, Illinois State Bar Association LawEd Program at Mid-Year Meetings, *Ethical Issues from Plaintiff's Perspective*

Missouri Bar CLE Deskbook on Employment Law, authored chapter, *Uniformed Service Employment and Reemployment Act* (2008)

May 2008, Speaker, Illinois State Bar Association LawEd Program, Employment Law for the General Practitioner, *Understanding Personnel Documentation*

November 2007, Speaker, *USERRA Rights*, Missouri Bar Fall Committee Meetings

October 2007, Speaker, Sixth Annual Missouri Bar Labor & Employment Law Symposium, *Contact with Represented Parties and the New Rules of Professional Conduct in Missouri*

September 2007, Speaker, *Implications of Daugherty v. The City of Maryland Heights*, National Employment Lawyers Association, St. Louis Chapter

November 2006, Speaker, Fifth Annual Missouri Bar Labor & Employment Law Symposium, *Update on recent Missouri Human Rights Act caselaw, including State ex rel Dean v. Cunningham*

August 2006, presented paper, *Life After Garcetti*, to ISBA Labor & Employment Section Council

Spring 2006, ISBA Cable Television Program panelist - Amendments to Illinois Human Rights Act

September 2005, Speaker, Missouri Bar/Missouri Judicial Conference Annual Meeting, *Life After Diehl*

May 2005, Speaker, Out at Work: Cutting Edge Issues for Employers and Employees, ISBA sponsored Continuing Legal Education Seminar, *Stereotypes in Employment Litigation*

October 2004, Co-authored with working group under auspices of Missouri Bar Labor and Employment Law Committee, *Sample Settlement Agreement and Release for an Employment Law Claim* which appears on Missouri Bar Online File Bank.

October 2004, Speaker, Third Annual Missouri Bar Labor & Employment Law Symposium - *Maintaining Privacy Rights of Litigants; Settlement Agreements in Missouri*

September 2003, Speaker and Moderator, Second Annual Missouri Bar Labor & Employment Law Symposium, *Bankruptcy and Employment Litigation*

July 2002, Speaker, Federal Civil Litigation in Missouri, *Motions in Limine*

March 1998, Speaker, University of Illinois College of Law program, *Taking a Closer Look: Who's Protected Under Title VII*

February 1996, Presentation regarding sexual harassment for Naval & Marine Corps Readiness Center, Fleet Hospital 22 (St. Louis)

Law-related honors

Fellow, College of Labor and Employment Lawyers

Missouri Lawyers Weekly, Lawyer of the Year (2009)

Honoree, 37th Annual Bill of Rights Celebration, American Civil Liberties Union (December 2008)

Volunteer activities

Big Brothers Big Sisters of Southwestern Illinois, volunteer attorney (2000-2015)

Shenandoah Valley Elementary School, Chesterfield, Missouri, Accompanist for Honors Orchestra (1999-2006)

St. Louis County Justice Services Advisory Board (1991-95)

St. Nicholas School and North Side Community School Backpack and School Supply Project, since 2001

Gene Schenberg

402 Country Oak Drive - Chesterfield, Missouri 63017
(314) 827-4363 - Gene@Schenberg.com

Strategic & Critical Thinker - Hunter - Pragmatist

Competitive, results-driven sales and marketing professional with a history of success in driving sales and revenue growth in fintech, automotive, retail and consumer and enterprise channels for technology, LBS navigation, communications, merchant processing, and consumer package goods. Trusted consultant, skilled at collaborating with clients to establish business objectives, define client needs and deliver superior products and services. Advanced communicator with solid interpersonal skills and ability to solve tough problems through critical thinking and effective relationship building and cross functional leadership.

Professional Experience

vPromos – Dallas, TX

3/2017 – present

Vice President of Channel Sales (based in St. Louis)

vPromos is a card-linked loyalty social media and mobile marketing platform. Responsible for hunting, finding, and closing deals with respect to the ISO Tier 1 & 2 and enterprise channels.

Selected Achievements:

- In the first 30 days, filled the pipeline with opportunities and executed first customer agreement.
- In the first year closed more deals with ISOs and hardware manufactures than the previous 7 years combined.
- Reworked all the sales materials including sell sheets, presentation decks, training materials, etc. to streamline the sales process and improve workflow.
- Pivoted the company's hardware platform to allow for more customer opportunities, sales growth and overall profitability.

Movylo – Turin, Italy

9/2015 – 2/2017

Vice President of Strategic Partnerships (based in St. Louis)

Recruited to sell company's cloud based marketing and loyalty platform to increase footprint in North America. Responsible for hunting, finding, and closing deals with a wide variety of types of companies across multiple sectors. The company was started in 2009 and has 10k customers worldwide.

Selected Achievements:

- In less than 9 months, have closed deal with Yahoo!, EarthLink, EVO, BluePay, and others
- In the first year, the North American customer base is expected to double the company's size.
- Streamlined new customer process from NDA to signed agreement
- Reworked and redesigned all sales collateral materials in both print and online

International Bancard – Clawson, MI

5/2014 – 6/2015

Vice President of Strategic Partnerships (based in St. Louis)

As the Vice President of Strategic Partnerships, I sourced, hunted, and closed direct corporate merchant processing accounts and drove additional growth in the areas of referral partner programs and direct enterprise accounts, leveraging the company's own gateway and information capital platform. Responsible for shepherding glacial sales cycles to quicker closure.

Selected Achievements:

- Brought the company its largest volume customer in its history of the company
- My portfolio was projected to grow from zero to over \$2 bil in the first 12 months
- Referral program grew more 1000% in my first 10 months on board
- Closed deals with The Company Corporation, Grasshopper, National Investment Bankers Association, Small Business Association of Michigan and more
- Responsible for sourcing, selecting, and driving the company's mobile payments solution

North American Bancard – Troy, MI

2/2012 – 5/2014

Vice President of Sales, PayAnywhere (based in St. Louis)

Recruited to sell the company's mobile payments platform and create a pipeline and portfolio of business. Developed large scale partnerships with associations, direct selling companies, franchise businesses and more. Once partnered, I transitioned these accounts into more traditional merchant processing accounts to grow the business overall. Well versed in selling mobile payments, traditional merchant accounts, SDK/API integration accounts, and more. Free reign to call on any account in the United States for all large business and enterprise level customers, and manage the corresponding sales pipeline.

Selected Achievements:

- Landed and managed the company's largest (most profitable) processing customer
- Grew my portfolio of customers from zero to \$400mil in traditional merchant processing; on track to break \$1bil in 2014
- Responsible daily for bringing in 10%-20% of new mobile processing customers.
- Grew my portfolio of mobile customers from zero to over 36,000 MIDs
- Account portfolio includes, Origami Owl, Scentsy, Mr. Handyman, Girl Scouts, Boy Scouts, National Pest Management Association, Plumbing Heating and Cooling Contractors Association, Consumer Electronic Dealers International Association and more
- Consistently surpassed quarterly business targets

NetSecure Technologies – Regina, SK Canada

10/2010 – 2/2012

Vice President, Sales & Marketing (based in St. Louis)

Recruited to leverage company's mobile payment products platform for opening new channels of business in the B2B and B2C sectors as well as the banking and financial and wireless industries. Consumer channels included mass merchant and big box retail, banking and lending institutions, wireless carriers, manufacturers, OEMs, ODMs, direct sales consultants, MLM and more. Also, responsible for monetizing products in the consumer online shopping and identity theft and fraud prevention category. I was responsible for the company's marketing activities, agency management, retail packaging and production of all marketing collateral materials, and the online affiliate sales program.

Selected Achievements:

- Made the company's single largest sale in first two weeks of employment dramatically improving the cash flow. Key player in pushing the company over \$1 mil in sales in the first 6 months and \$2 mil in the first year
- Completely overhauled the Sales and Distribution model increasing productivity and cutting associated expenses by 95%
- Repositioned the existing retail products with better messaging and packaging to dramatically improve their sell through performance
- Successfully launched Kudos brand mobile credit card payment platform working directly with MLMs, key retailers, and other strategic partners in North America

deCarta Inc. – San Jose, CA

11/2009 – 8/2010

Regional Sales Manager (based in St. Louis)

(Recruited) Hunted, sourced and opened new channels of location based services (LBS) and software business for mobile, Portable Navigation, SAAS, automotive and online services. Maximized business opportunities within existing customers, retaining key accounts. Expanded consumer business into retail locations such as Best Buy, Canadian Tire and Advance Auto through effective research, networking and cold calling. Promoted Software as a Service (SaaS) packages and programs. Drove professional services business and NRE sales with cutting edge projects.

Selected Achievements:

- Captured new business revenue in automotive and aftermarket sectors in key accounts including Pioneer, Panasonic, Alpine, Denso and Volkswagen
- Collaborated with established handset manufacturers including Samsung, LG, RIM and Motorola in creation of development platforms and partnerships
- Consistently surpassed quarterly business targets

Elektrobit, Inc. – Bothell, WA & Novi, MI

6/2008 - 12/2009

Sales Manager – The Americas (based in St. Louis)

Drove sales of white label navigation software in the consumer portable navigation device (PND) market segment across expansive North and South American Sales Territory. Established traditional partnerships at the ODM, OEM and direct brand levels. Promoted products with accounts in the United States across consumer retail, ship at home and alternative channels. Engaged with all levels of supply chain in hardware, software and data to explore new, and maximize existing business relationships.

Selected Achievements:

- Penetrated new markets in Brazil, Chile, Columbia and Argentina including Fiat and Magnetti Marelli
- Expanded customer base by 1000%.
- Forged new ODM relationships in China and Hong Kong to expand business.

ROUTE 66 Business Solutions B.V. – Amsterdam, The Netherlands

5/2005 – 12/2007

Director Business Development – The Americas (based in St. Louis)

(Recruited) Elevated sales revenues and channel growth, capturing new market share of GPS technology assets across B2C retail, B2B manufacturing, OEM and white label partnerships in the United States, Canada, Mexico and Brazil. Oversaw new business development for categories of products for mobile phones, wireless carriers and PNDs. Built distribution and dealer networks. Managed consumer retail accounts for Best Buy, Circuit City, Wal-Mart and Fry's, among others.

Selected Achievements:

- Cultivated new relationships, initiating sales cycles with wireless carriers (T-Mobile), mobile cell phone (Nokia) and GPS hardware manufacturers (Motorola) and the automotive industry (Chrysler).
- Designed, developed and implemented innovative new sales tools and materials currently in use throughout the company worldwide.
- Improved product bottom line by reducing manufacturing time and actual costs of goods.
- Boosted online store presence by sourcing new products.

321 Studios / Jambalaya Brands – St. Louis, MO

4/2002 – 3/2005

Vice President Sales & Customer Development

(Recruited) Managed development of various retail software titles, spearheading creation of an online and retail business with sales exceeding \$1 million in the first year. Provided vision and management for the development of the Audio Xtract software program. Oversaw all retail operations utilizing an outsourced sales and marketing organization. Negotiated and managed all OEM relationships, Affiliate programs and Search Engine Optimization.

Selected Achievements:

- Sourced, selected and acquired entire product assortment for online store.
- Collaborated with developers from around the world in creation of a variety of consumer software programs.

Additional accomplishments took place in the following roles with 321 Studios / Jambalaya Brands:

Director of Product Acquisitions. Leveraged purchasing and sales experience in identifying product niche and sourcing, negotiating and acquiring hardware to boost sales.

Vice President Sales & Marketing. Guided single product online company to a multi-product, multi-level distribution and publishing company. Elevated company from \$1 million to \$10 million in 2002 and to \$75 million in 2003 through retail partners such as, Wal-Mart, CompUSA, Tiger Direct, Fry's, Micro Center, Best Buy and more.

Bitzmart, Inc. / Primecom Interactive – Chicago, IL

6/1999 – 3/2002

Vice President Sales & Business Development (based in St. Louis)

(Recruited) Provided leadership and experience towards the direction and relationships guiding this technology companies overall current and long-term objectives. Created new market segments and sales opportunities previously undiscovered.

Selected Achievements:

- Negotiated sales contracts, electronic software distribution agreements for both narrow and broadband distribution, retail, OEM bundles, and all related acquisitions and partner contracts.
- Grew gross sales more than 200%.
- Attended face-to-face meetings with the major US retail accounts to negotiate all facets of the business relationship.

Channel Sources Sales & Marketing – D/FW, Texas

1/1995 – 6/1999

Vice President of Sales

(Recruited) Category and Account Manager to provide retail sales and marketing expertise for more than 17 different software publishers (for such companies as Red Hat, Block Financial, IBM, Grolier, Nova Development, Dr. Solomon, Travroute, Discovery Channel, and Jasc Software) while calling on the largest big box retail accounts based in the south-central region of the US.

Selected Achievements:

- Closed multimillion dollar business deals with Wal-Mart, Sam's Club, Radio Shack, CompUSA, AAFES, Hastings, GameStop, and more.
- Implemented and maintained the EDI system to retrieve and track weekly sales numbers. Wrote the translation software used to convert the EDI files into Excel spreadsheets saving hundreds of man-hours a year.
- Spoke on PC Data Industry panel on the use of retail sales data for competitive analysis and product growth.

The Handleman Company - Troy, Michigan

10/1992 – 12/1994

Product Line Manager

(Recruited) Oversaw entertainment and education product lines with a support staff for such accounts as Sears, Wal-Mart, Dillards, Target, Meijers, Shopko, Kmart, and more. Doubled sales and tripled turns while cutting the overall inventory by more than half.

Selected Achievements:

- Implemented a program to reduced excess warehouse inventory from 16 million to 3 million without affecting sales.
- Helped create and implement a plan-o-gram program where field staff could display products uniformly from account to account.
- Designed several programs to automate day to day operations and reduced staffing by 25% while increasing productivity.

Babbage's - Dallas, Texas

1/1992 – 10/1992

Buyer / Merchandise Manager

Directed the entire PC side of the business, both hardware and software with a support staff of three. Responsible for new areas of growth and supervision of high-ticket items. Gross sales grew over 50% in these categories under my watch.

Selected Achievements:

- Reviewed and selected which PC products went on the shelf and subsequent merchandising and marketing programs to get the product sold through.
- Developed rapid response system for product submissions from manufacturers
- Designed programs to extract market share data from industry sell through reports

Tandy Corporation / Radio Shack – Fort Worth, Texas

6/1984 - 1/1992

Buyer / Product Line Manager

Spent five years working on the long-term development of the future home computers, and whole (smart) house control projects.

Selected Achievements:

- Reviewed and selected entertainment software and accessory lines for 5000 store chains and 2200 franchise locations.
- Responsible for over 2000 skus and hundreds of millions of dollars in sales at retail.
- Added over a dozen new categories of products to the store assortment.
- Negotiated multi-million dollar contracts to source existing products from new suppliers at much better margins.

Other Experience / Accomplishments

Issued Patent number 5,676,284 for household device which I invented, manufactured and sold into the retail channel to places like Wal-Mart, Linens n' Things and others.

Education

Bachelor of General Studies, *University of Missouri*, Columbia Missouri
Areas of concentration: **Computer Science and Business Administration with a minor in Architecture**

Past Community Involvement

Webelos Den Leader & Cubmaster ~ Member Monarch Fire District Citizen's Budget Advisory Committee ~ City of Chesterfield: a) Councilman, Ward I - b) Secretary & Commissioner, Planning Commission - c) Member, Economic Development Council

Hobbies / Interests

3D Printing, IoT (Internet of Things), PEZ, Electronics, Craft Beer, Origami, Pop Culture

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee has the following action items for the June 4, 2018 City Council meeting.

LEGISLATION – PLANNING COMMISSION

Bill No. 3200- P.Z. 02-2018 Summit-Topgolf

An ordinance repealing City of Chesterfield Ordinance 2932 to establish 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. 02-2018 Summit-Topgolf [Topgolf USA Chesterfield LLC] 17T510063, 17T520105, 17T520116)

(First Reading) Planning Commission recommends approval

LEGISLATION

Bill No. 3201 - Arbors at Wilmas Farm, Plat 1 - Replacement Construction and Maintenance Escrows

An ordinance amending Ordinance 2929 to authorize replacement Construction and Maintenance Escrows for Arbors at Wilmas Farm Subdivision, Plat 1. **(First and Second Readings) Planning & Public Works Committee recommends approval.**

Bill No. 3202 - Arbors at Wilmas Farm, Plat 2 - Replacement Construction and Maintenance Escrows

An ordinance amending Ordinance 2930 to authorize replacement Construction and Maintenance Escrows for Arbors at Wilmas Farm Subdivision, Plat 2. **(First and Second Readings) Planning & Public Works Committee recommends approval.**

Bill No. 3203 - Spirit Valley Business Park, Lot 16 & Lot 17 (Boundary Adjustment Plat)

An ordinance providing for the approval of a Boundary Adjustment Plat for Lots 16 and 17 of the Spirit Valley Business Park Plat to create a 6.183 acre tract of land, zoned “PI” Planned Industrial District, and located on the south side of Olive Street Road, west of Spirit Valley East Drive (17W510147, 17W230076). **(First and Second Readings) Department of Planning & Development Services recommends approval.**

Bill No. 3204 - Falling Leaves Estate II, Record Plat

An ordinance providing the approval of a Record Plat and escrow agreements for the Falling Leaves Estates II Subdivision, a 17.4 acre tract of land zoned Large Lot Residential (LLR) located west of Wilson Avenue and northwest of the intersection of Wilson Avenue and Clarkson Road. **(First and Second Readings) Department of Planning & Development Services recommends approval.**

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, June 7, 2018 at 5:45 pm.

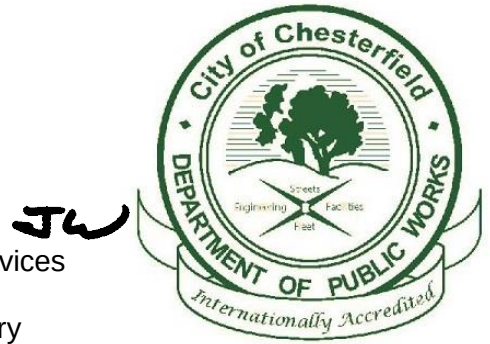
If you have any questions, please contact me prior to Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning & Development Services

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, May 24, 2018



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 24, 2018 in Conference Room 101.

In attendance were: **Chair Michelle Ohley** (Ward IV), **Councilmember Barry Flachsbart** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Dan Hurt** (Ward III).

Also in attendance were: Mayor Bob Nation; Planning Commission Chair Merrell Hansen; Justin Wyse, Director of Planning & Development Services; Jessica Henry, Senior Planner; Mike Knight, Project Planner; Steve Merk, Civil Engineer; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:45 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the April 19, 2018 Committee Meeting Summary

Councilmember Hurt made a motion to approve the Meeting Summary of April 19, 2018. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 4-0.

Councilmember Flachsbart made a motion to move New Business Items E and F to the beginning of the agenda. The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 4-0.

III. NEW BUSINESS

E. Human Rights Commission Nominee Interview

Nominee Ferne Wolf was introduced. Councilmember Flachsbart and Ms. Wolf discussed some of the challenges in dealing with human rights and how to ensure that the rights of the accused and the accuser are taken into account and protected.

Mayor Nation advised that the Human Rights Commission is a statutory Commission that should consist of three members. For quite some time now, the City has only had one member serving on the Commission. He also pointed out that the Commission rarely meets. The purpose of this Commission is to investigate discrimination in housing, mortgages, sales, rental, etc. It is not likely that Chesterfield would be involved in a situation, however, if need be, Ms. Wolf is uniquely qualified.

In response to Councilmember Hurt's question, Ms. Wolf stated that she read in the Chesterfield Newsletter that there were vacancies on various City commissions and since this is what she does for a living, she volunteered to serve on this Commission.

Councilmember Mastorakos made a motion to forward the Human Rights Commission nomination of Ferne Wolf to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 4-0.**

F. Planning Commission Nominee Interview

Nominee Gene Schenberg was introduced. The Committee discussed his previous tenure as a Councilmember and member of the Planning Commission. In response to Chair Ohley's questions, Mr. Schenberg stated that he does travel quite a bit but he works from home and sets his own schedule. He will have time to prepare for upcoming meetings and he has the flexibility to adjust his schedule so he can attend the meetings.

Mayor Nation advised that Wendy Geckeler will be retiring June 4 and he feels that Gene's background and expertise will be a good fit for the Planning Commission.

Councilmember Flachsbart made a motion to forward the Planning Commission nomination of Gene Schenberg to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 3-1 with Chair Ohley voting nay.**

Mayor Nation stated that City Council will vote on these nominations at the June 4, 2018 meeting.

II. UNFINISHED BUSINESS - None.

III. NEW BUSINESS

- A. P.Z. 02-2018 Summit-Topgolf (Topgolf USA Chesterfield LLC):** An ordinance repealing City of Chesterfield Ordinance 2932 to establish 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. (17T510063, 17T520105, 17T520116) (Ward 4)

STAFF REPORT

Mike Knight, Project Planner, presented the request for a zoning map amendment to establish 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. The tract is made up of three lots; Lots A, B, and C. Topgolf is currently under construction on Lot B.

Originally, there were four requests associated with this project. Three of the requests were solely for Lot C, which were directed towards the Carvana element, however, after the Public Hearing on March 26, 2018, the applicant removed these requests. The remaining request is to increase the total building floor area within the development (Lots A, B, and C combined) from 150,000 square feet to not exceed 200,000 square feet.

After clarification of the Floor Area Ratio calculation in relation to the Topgolf field area, the Planning Commission unanimously recommended approval of the request on May 14, 2018.

DISCUSSION

There was further discussion regarding the increase in square footage in relation to the size of the three lots. Permitted uses were also discussed. A hotel is currently under review for Lot A and at this time, nothing has been proposed for the development on Lot C which will most likely be a hotel, restaurant or an entertainment venue. Further discussion took place regarding the F.A.R. and the parking calculation for Lot C.

Councilmember Flachsbart made a motion to forward P.Z. 02-2018 Summit-Topgolf (Topgolf USA Chesterfield LLC) to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning Commission, will be needed for the June 4, 2018 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on P.Z. 02-2018 Summit-Topgolf (Topgolf USA Chesterfield LLC).]

B. Replacement Construction and Maintenance Escrows for the Arbors at Wilmas Farm, Plat 1 (Ward 4)

C. Replacement Construction and Maintenance Escrows for the Arbors at Wilmas Farm, Plat 2 (Ward 4)

STAFF REPORT

Jessica Henry, Senior Planner, stated these are replacement construction and maintenance escrows for the Arbors at Wilmas Farm subdivision located off of Wild Horse Creek Road. The developer initially submitted escrows for the construction and maintenance of the required improvements for the subdivision. The land developer has since completed their work and the lots have been purchased by two home builders. The home builders would now like to take over the remaining escrow obligations and have submitted replacement escrows.

In accordance with the Unified Development Code, the replacement construction and maintenance escrows and agreements are being presented to the Planning and Public Works Committee for review and recommendation prior to proceeding to City Council.

Councilmember Hurt made a motion to forward Replacement Construction and Maintenance Escrows for the Arbors at Wilmas Farm Subdivision, Plat 1, to City Council with a recommendation to approve. The motion was seconded by Councilmember Flachsbart and passed by a voice vote of 4-0.

Councilmember Ohley made a motion to forward Replacement Construction and Maintenance Escrows for the Arbors at Wilmas Farm Subdivision, Plat 2, to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

Note: Two Bills, as recommended by the Planning & Public Works Committee, will be needed for the June 4, 2018 City Council Meeting. See Bills #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on Replacement Construction and Maintenance Escrows for the Arbors at Wilmas Farm Subdivision Plats 1 and 2.]

D. A resolution pertaining to Architectural Specialty Lighting Packages

STAFF REPORT

Jessica Henry, Senior Planner, stated that at the May 7, 2018 City Council meeting, revisions to Articles 4 and 10 of the Unified Development Code (IDC) were approved. The revisions resulted in the creation of a Specialty Architectural Lighting Package that will be required going forward for lighting applications that deviate from traditional architectural lighting. During review of the draft regulations, the Planning and Public Works Committee raised concerns regarding the process for implementing the new regulations and specifically desired that particular caution and sensitivity be exercised by Staff in making the determination of whether or not a Specialty Architectural Lighting Package is required. In order to address these concerns, Staff has prepared a draft resolution for the Committee's consideration.

DISCUSSION

Chair Ohley stated that she did not feel a resolution was necessary. The Department Staff are already experts at what they do. If the Council requires oversight for the Planning Department, then the same will have to be done for Public Works and the Police Department. Council's expectation of Staff is that they do the job they were hired to do.

There was further discussion on how to regulate a concept that is rapidly evolving. Ms. Henry stated that the Article 10 amendments clearly define traditional lighting and specialty lighting applications. City Hall is considered traditional lighting. Specialty lighting utilizes motion, color, patterns and color changes, which all fall under the specialty designation. Staff can readily make a determination when the Specialty Lighting Package is required because the Article establishes specific guidelines for submission.

Councilmember Hurt stated that a resolution may not be the answer. Staff can always alert the Council when they receive this type of submittal and pointed out that Council can call Power of Review.

There was some discussion on rewording the resolution to say that Staff *will continue to be vigilant* as opposed to *they will exercise sound judgement*.

Mayor Nation stated that there is no need for the resolution. The guidance is in the Code and Staff are experts in interpreting the Code.

Councilmember Flachsbart made a motion to remove the Architectural Specialty Lighting Package resolution from the agenda and future unfinished business. The motion was seconded by Councilmember Ohley and **passed by a voice vote of 4-0.**

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:47 p.m.

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: June 04, 2018

RE: **P.Z. 02-2018 Summit-Topgolf (Topgolf USA Chesterfield LLC):** An ordinance repealing City of Chesterfield Ordinance 2932 to establish 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. (17T510063, 17T520105, 17T520116)

Summary

Summit Ice Center Investors is requesting a zoning map amendment to repeal City of Chesterfield Ordinance 2932 and establish 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. The 22 acre tract of land is made up of three lots; Lots A, B, and C.

A public hearing was held on March 26, 2018. During the Public Hearing, a few issues were addressed from the Planning Commission. These issues were primarily directed towards the Carvana element of the request affiliated with Lot C.

On April 19, 2018 a letter was submitted to the City by the applicant in response to the issues that were derived from the Public Hearing. In this letter the applicant formally amended their petition to remove three of the four requests. These three were essentially the Carvana element of the request affiliated with Lot C. Below is the sole request that remains.

The total building floor area within this development be increased from 150,000 square feet to not exceed 200,000 square feet.

Planning Commission recommended approval of the request on May 14, 2018 by a roll call vote of 9 – 0.

On May 24, 2018 the Planning and Public Works Committee met and discussed the project. A motion to recommend approval was passed by a vote of 4-0.

Attached to this report please find a copy of the legislation, Attachment "A", and Preliminary Plan labeled Attachment "B".



Figure 1. Aerial Photograph



City Council Memorandum

Department of Planning & Development Services

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: May 29, 2018

CC Date: **June 4, 2018**

**RE: REPLACEMENT CONSTRUCTION AND MAINTENANCE ESCROWS
FOR ARBORS AT WILMAS FARM SUBDIVISION, PLAT 1**

Summary

On December 5, 2016, the City of Chesterfield City Council approved Ordinance 2929 for the Arbors at Wilmas Farm subdivision Plat 1 with the associated escrow agreements.

Construction has been underway since 2017 and the development team is now requesting to replace the original construction and maintenance escrows and agreements. The original escrows and agreements were provided by the land developer; however, now that the land development (site clearing and grading, infrastructure construction, etc.) has been completed, the land developer is seeking to replace the original escrows with new escrows from the home builders. While this is a typical request for large residential subdivisions where construction takes place over several years, the City's Unified Development Code (UDC) states that "*The land subdivision bond or escrow agreement or other required surety shall be prepared and executed on forms furnished by the Department and shall be submitted to the City Council for approval or disapproval.*"

At the May 24, 2018 Planning and Public Works Committee meeting, a motion to forward the escrow agreements for Plat 1 of the Arbors at Wilmas Farm subdivision to City Council with a recommendation of approval was passed by a vote of 4-0.

Attached, please find a copy of the legislation and Escrow Agreements.



City Council Memorandum

Department of Planning & Development Services

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: May 29, 2018

CC Date: **June 4, 2018**

RE: **REPLACEMENT CONSTRUCTION AND MAINTENANCE ESCROWS
FOR ARBORS AT WILMAS FARM SUBDIVISION, PLAT 2**

Summary

On December 5, 2016, the City of Chesterfield City Council approved Ordinance 2930 for the Arbors at Wilmas Farm subdivision Plat 2 with the associated escrow agreements.

Construction has been underway since 2017 and the development team is now requesting to replace the original construction and maintenance escrows and agreements. The original escrows and agreements were provided by the land developer; however, now that the land development (site clearing and grading, infrastructure construction, etc.) has been completed, the land developer is seeking to replace the original escrows with new escrows from the home builders. While this is a typical request for large residential subdivisions where construction takes place over several years, the City's Unified Development Code (UDC) states that "*The land subdivision bond or escrow agreement or other required surety shall be prepared and executed on forms furnished by the Department and shall be submitted to the City Council for approval or disapproval.*"

At the May 24, 2018 Planning and Public Works Committee meeting, a motion to forward the escrow agreements for Plat 2 of the Arbors at Wilmas Farm subdivision to City Council with a recommendation of approval was passed by a vote of 4-0.

Attached, please find a copy of the legislation and Escrow Agreements.

City Council Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: May 25, 2018

CC Date: June 4, 2018

Re: **Spirit Valley Business Park, Lot 16 & Lot 17 (Boundary Adjustment Plat)**: A Boundary Adjustment Plat for Lots 16 & 17 of Spirit Valley Business Park, zoned "PI" Planned Industrial District and located on the south side of Olive Street Road, west of Spirit Valley East Drive (17W510147, 17W230076).

Stock and Associates Consulting Engineers, Inc., on behalf of Rainbow Point Properties, LLC, has submitted for review and approval a Boundary Adjustment Plat for two parcels totaling 6.183 acres; Lot 16, located at 617 Spirit Valley East Drive and Lot 17, located at 640 Spirit Valley Central Drive; both zoned "PI" Planned Industrial District.

The purpose of said Boundary Adjustment Plat is to remove the middle property line to create one lot to be called Lot 16A.

For your information, Boundary Adjustment Plats are only reviewed by City Council.

Attached to the legislation, please find a copy of the Boundary Adjustment Plat.

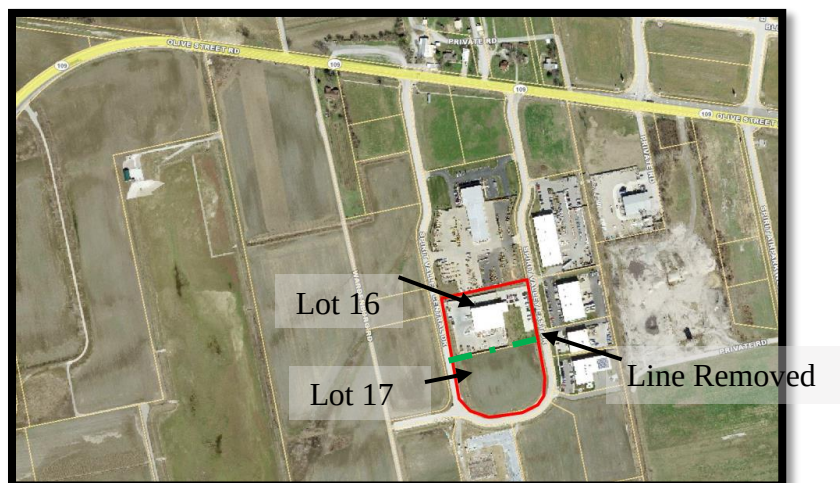


Figure 1: Aerial Photograph

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: June 04, 2018

RE: **Falling Leaves Estates II Record Plat:** A Record Plat for a 17.4 acre tract of land zoned Large Lot Residential (LLR) located west of Wilson Avenue and northwest of the intersection of Wilson Avenue and Clarkson Road.

Fischer Family Investments LP has submitted a request for a Record Plat for a 17.4 acre tract of land which proposes four (4) new lots.

On May 14, 2018, the Planning Commission recommended approval of the Record Plat for the Subdivision of Falling Leaves Estates II with a vote of 9-0.

Attached to the legislation, please find a copy of the Record Plat and Escrow Agreements.



Figure 1. Aerial Photograph

FINANCE AND ADMINISTRATION COMMITTEE

There are no action items coming forward from the Finance and Administration Committee for this meeting.

If you have any questions or require additional information please contact Finance Director Chris DesPlanques or me prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

There are no action items coming forward from the Parks, Recreation and Arts Committee for this meeting.

If you have any questions or require additional information, please contact Director of Parks, Recreation and Arts, Tom McCarthy or me prior to Monday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

There are no action items coming forward from the Public Health and Safety Committee for this meeting.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior today's meeting.

CITY ADMINISTRATOR'S REPORT

I have no action items for Monday's meeting.

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

UNFINISHED BUSINESS

There are no unfinished action items on the agenda for this meeting.

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

NEW BUSINESS

I am unaware of any New Business items for this meeting's agenda.

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

LEGISLATION

- A. **Bill No. 3201** - An ordinance amending Ordinance 2929 to authorize replacement Construction and Maintenance Escrows for Arbors at Wilmas Farm Subdivision, Plat 1 **(First and Second Readings) Planning & Public Works Committee recommends approval.**
- B. **Bill No. 3202** - An ordinance amending Ordinance 2930 to authorize replacement Construction and Maintenance Escrows for Arbors at Wilmas Farm Subdivision, Plat 2 **(First and Second Readings) Planning & Public Works Committee recommends approval.**
- C. **Bill No. 3203** - An ordinance providing for the approval of a Boundary Adjustment Plat for Lots 16 and 17 of the Spirit Valley Business Park Plat to create a 6.183 acre tract of land, zoned "PI" Planned Industrial District, and located on the south side of Olive Street Road, west of Spirit Valley East Drive (17W510147, 17W230076). **(First and Second Readings) Department of Planning & Development Services recommends approval.**
- D. **Bill No. 3204** - An ordinance providing the approval of a Record Plat and escrow agreements for the Falling Leaves Estates II Subdivision, a 17.4 acre tract of land zoned Large Lot Residential (LLR) located west of Wilson Avenue and northwest of the intersection of Wilson Avenue and Clarkson Road. **(First and Second Readings) Department of Planning & Development Services recommends approval.**

BILL NO. 3201

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 2929 TO AUTHORIZE REPLACEMENT CONSTRUCTION AND MAINTENANCE ESCROWS FOR ARBORS AT WILMAS FARM SUBDIVISION, PLAT 1

WHEREAS, the developer of Arbors at Wilmas Farm Subdivision, Arbors at Wilmas Farm, LLC has sold a number of lots to McBride Wilmas, LLC; and

WHEREAS, McBride Wilmas, LLC has agreed to assume the remaining responsibilities with the construction and maintenance for Plat 1 of the Arbors at Wilmas Farm Subdivision thus relieving the original developer Arbors at Wilmas Farm, LLC, from its responsibility as established by its prior escrows.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Department of Planning and Development Services and the Department of Public Works, having reviewed the request by McBride Wilmas, LLC for the replacement of construction and maintenance escrows for Plat 1 of Arbors at Wilmas Farm Subdivision in accordance with the established procedures as set out by the Subdivision Ordinance of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Two Hundred Seventeen Thousand, Six Hundred Twenty-Two Dollars and Seventy-Seven Cents (\$217,622.77) as shown as Exhibit 1 and maintenance escrow be One Hundred Two Thousand, Three Hundred Sixty-Seven Dollars and Sixty-One Cents (\$102,367.61) as shown as Exhibit 2.

Section 2. That the remaining construction and maintenance escrow established for the Arbors at Wilmas Farm Subdivisions by Arbors at Wilmas Farm, LLC be released.

Section 3. Said Replacement Escrows are hereby approved by the City of Chesterfield subject to be disbursed on the direction and the order of the Director of Planning and Development Services for the City of Chesterfield.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD 06/04/2018

MAR 26 2018

City of Chesterfield
Department of Public Services**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
 McBride Wilmas, LLC
 _____, herein called DEVELOPER,
 Midwest Bank Centre
 _____, herein called ESCROW
 HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
 Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
 for the creation and development of a subdivision to be known as
 The Arbors at Wilmas Farm (Plat 1)
 _____ in accordance with
 Ordinance No. _____, the governing ordinance for the subdivision, and the Subdivision
 Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
 estimated and determined that the cost of construction, installation and completion of said
 improvements, all in accordance with the provisions of said governing ordinance and
 Subdivision Regulations, as amended, will be in the sum of
 Two hundred seventeen thousand six hundred twenty-two dollars and seventy-seven cents
 _____ DOLLARS

(\$^{217,622.77} _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
 the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
 Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
 said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
 construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Two hundred seventeen thousand six hundred twenty-two dollars and seventy-seven cents, DOLLARS (\$ 217,622.77) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in The Arbors at Wilmas Farm (Plat 1) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

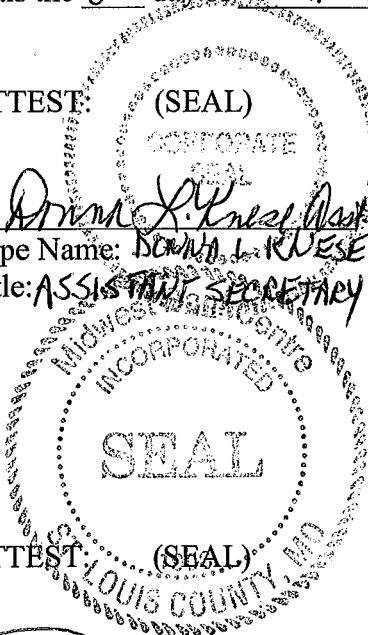
subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 6th day of MARCH, 2018.

ATTEST: (SEAL)

BY: [Signature]
Type Name: DAVID L. RUESE
Title: ASSISTANT SECRETARY



ATTEST: (SEAL)

BY: [Signature]
Type Name: JESSICA GRAVES
Title: Credit Analyst

DEVELOPER: McBride Wilmas, LLC

By: McBRIDE & SON ACQUISITIONS, LLC
Managing Member

BY: [Signature]
Type Name: MICHAEL D. BERRI
Title: MANAGER

Firm Address:

16091 Swingley Ridge Road, Suite 300

Chesterfield, MO 63017

ESCROW HOLDER: Midwest Bank Centre

BY: [Signature]
Type Name: Chris Rife
Title: Vice President

Firm Address:

2191 Lemay Ferry Road

St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

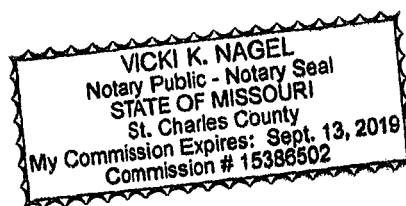
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 7th day of March, ²⁰¹⁸~~2017~~, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest BankCentre (name of bank), a Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Vicki K Nagel
Notary Public Vicki K. Nagel

My Commission Expires: 09/13/2019



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 6TH day of MARCH, 2018, before me appeared MICHAEL D. ARRI (name) to me personally known, who, being by me duly sworn, did say that he/she is the MANAGER (title or Executing Official) of McBRIDE & SON ACQUISITIONS, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its MANAGER, (President or title of chief officer), MICHAEL D. ARRI (name) as MANAGER (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 6TH day of MARCH, 2018.


Notary Public

My Commission Expires: 02-21-2021

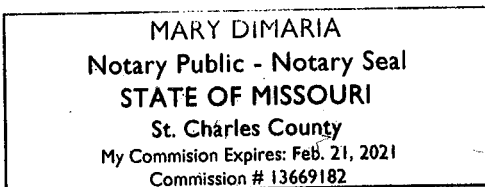


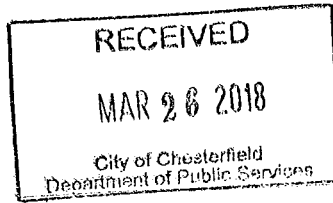
EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Arbors at Wilmas Farm DEVELOPER: Wilmas Farm, LLC
 PLAT: 1
 SUBDIVISION CODE: 5004
 NO. LOTS: 28
 DATE OF PLAT APPROVAL: 12/5/2016

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	12/21/16 01/18/17	50 45	\$392,333.65	\$196,166.83 \$176,550.14 \$0.00	95	\$19,616.68	5
SIDEWALKS			\$65,082.05	\$0.00 \$0.00 \$0.00	0	\$65,082.05	100
STORM SEWER Original escrow established at 90% of cost	04/21/17	95	\$115,117.20	\$109,361.34 \$0.00 \$0.00	95	\$5,755.86	5
SAN. SEWER Original escrow established at 90% of cost	04/21/17	95	\$62,573.40	\$59,444.73 \$0.00	95	\$3,128.67	5
DETENTION	06/28/17	50	\$70,232.00	\$35,116.00 \$0.00 \$0.00	50	\$35,116.00	50
GRADING	06/28/17	100	\$175,952.00	\$175,952.00 \$0.00 \$0.00	100	\$0.00	0
EROSION CONTROL	06/28/17	50	\$90,208.30	\$45,104.15 \$0.00 \$0.00	50	\$45,104.15	50
SILTAT'N CONTROL	06/28/17	50	\$25,138.85	\$12,569.43 \$0.00 \$0.00	50	\$12,569.43	50
SURVEY MONUMENT (FORMERLY MONUMENTS)	06/28/17	50	\$20,000.00	\$10,000.00 \$0.00	50	\$10,000.00	50
STREET LIGHTS	06/28/17	95	\$10,780.00	\$10,241.00 \$0.00	95	\$539.00	5
STREET SIGNS	06/28/17	95	\$675.00	\$641.25 \$0.00	95	\$33.75	5
WATER MAINS	01/31/17	100	\$256,735.00	\$256,735.00 \$0.00	100	\$0.00	0
COMMON GR. SEED	06/28/17	95	\$6,363.68	\$6,045.50 \$0.00	95	\$318.18	5
ISLAND LANDSCAPI	06/28/17	50	\$35,798.00	\$17,899.00 \$0.00	50	\$17,899.00	50
LOMR	12/12/17	100	\$25,000.00	\$25,000.00 \$0.00	100	\$0.00	0
SITE AMENITIES	06/28/17	95	\$50,000.00	\$47,500.00 \$0.00	95	\$2,500.00	5
TOTALS			\$1,401,989.13	\$1,184,326.36	84	\$217,662.77	16



March 14, 2018

IRREVOCABLE LETTER OF CREDIT NO. 2168

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the City of Chesterfield, upon the application of and for the account of McBride Wilmas, LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$217,662.77 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|--|--|
| ☐ Grading Surety | ☐ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☒ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for The Arbors at Wilmas Farm Plat 1, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 2191 Lemay Ferry Road, St. Louis, MO. 63125 Attention: Loan Operations (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on October 28, 2018, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be,

presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than October 28, 2021.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 2191 Lemay Ferry Road, St. Louis Mo. 63125. Attention: Loan Operations, specifically referring thereon to Irrevocable Letter of Credit No. 2168.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

By: 
Christopher N. Rife
Vice President

We hereby authorize and direct MIDWEST BANKCENTRE to issue and deliver the foregoing letter of credit #2168 on behalf of the City of Chesterfield for the dollar amount of \$217,662.77, and I approve all of the terms thereof.

McBride Wilmas, LLC

By: McBride & Son Acquisitions, LLC, Managing Member

By: Michael D. Arri Date: 3-14-18
Michael D. Arri
Manager of McBride & Son Acquisitions, LLC

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING



Attention: _____

Re: Your Letter of Credit No. _____
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING



Attention:

Re: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION



City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

Re: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE



City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

cc _____

EXHIBIT E
TO LETTER OF CREDIT



FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____ . The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____*.

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

cc

EXHIBIT F

TO LETTER OF CREDIT



FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ('Letter of Credit') No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc _____

EXHIBIT G
TO LETTER OF CREDIT



SIGHT DRAFT

Attention:

Re: Your Letter of Credit ('Letter of Credit') No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

MAR 26 2018

City of Chesterfield
Department of Public Services**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT**

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
McBride Wilmas, LLC
_____, herein called DEVELOPER,
Midwest Bank Centre
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
The Arbors at Wilmas Farm (Plat 1)
_____ in accordance with
Ordinance No. _____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of One hundred two thousand three hundred sixty-seven dollars and sixty-one cents
of _____ DOLLARS
(\$ ^{102,367.61} _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One hundred two thousand three hundred sixty-seven dollars and sixty-one cents

DOLLARS (\$ 102,367.61), lawful money of the United States of America by:

(check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.

☐ Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in The Arbors at Wilmas Farm (Plat 1) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Planning and Development Services Director. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Planning and Development Services Director may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total

maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Planning and Development Services Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Planning and Development Services Director. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 6TH day of MARCH, 20 18 A.D.

ATTEST:

(SEAL)

DEVELOPER: Mcbride Wilmas, LLC

BY: MCBRIDE & SON ACQUISITIONS, LLC,
Managing Member

BY:

Michael D. Arri
Type Name: MICHAEL D. ARRI

Title: MANAGER

Firm Address:

16091 Swingley Ridge Rd, Suite 300

Chesterfield, MO 63017

ATTEST:

(SEAL)

CREDIT HOLDER: Midwest Bank Centre

BY:

Name:

Title:

Firm Address:

2191 Lemay Ferry Road

St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY

Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

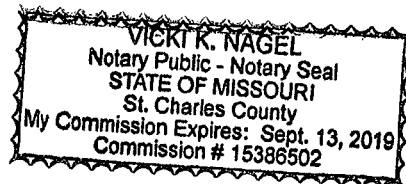
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 7th day of March, 2018, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest Bank Centre (name of bank), a Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2019



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

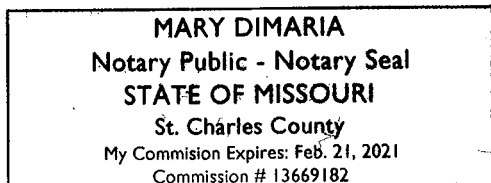
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 6TH day of MARCH, 2018, before me appeared MICHAEL D. ARRI (name) to me personally known, who, being by me duly sworn, did say that he/she is the MANAGER (title or Executing Official) of MCBRIDE & SON ACQUISITIONS, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its MANAGER, (President or title of chief officer), MICHAEL D. ARRI (name) as MANAGER (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 6TH day of MARCH, 2018.

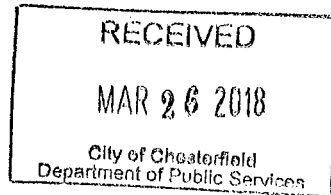
Mary Li Maria
Notary Public

My Commission Expires: 02-21-2021



MAINTENANCE DEPOSIT**SUBDIVISION: Arbors at Wilmas Farm****PLAT: 1****SUB CODE: 5004****DEVELOPER: Wilmas Farm, LLC****NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)**

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$39,233.37			\$39,233.37
SIDEWALKS	\$6,508.21			\$6,508.21
STORM SEWER	\$11,511.72			\$11,511.72
SAN. SEWER	\$6,257.34			\$6,257.34
DETENTION	\$7,023.20			\$7,023.20
GRADING	\$17,595.20			\$17,595.20
EROSION CONTROL	\$9,020.83			\$9,020.83
SILTAT'N CONTROL	\$2,513.89			\$2,513.89
MONUMENTS	\$2,000.00			\$2,000.00
STREET LIGHTS	\$1,078.00	6/28/2017	\$1,078.00	\$0.00
STREET SIGNS	\$67.50			\$67.50
WATER MAINS	\$25,673.50	1/31/2017 6/28/2017	\$24,389.83 \$1,283.67	(\$0.00)
COMMON GR. SEED	\$636.37			\$636.37
ISLAND LANDSCAPING	\$3,579.80	6/28/2017	\$3,579.80	\$0.00
TOTALS	\$132,698.91		\$30,331.30	\$102,367.61



March 14, 2018

IRREVOCABLE LETTER OF CREDIT NO. 2166

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the City of Chesterfield, upon the application of and for the account of McBride Wilmas, LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$102,367.61 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|---|---|
| ☐ Grading Surety | ☒ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☐ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for The Arbors at Wilmas Farm Plat 1, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 2191 Lemay Ferry Road, St. Louis, MO. 63125 Attention: Loan Operations (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on October 28, 2018, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be,

presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than October 28, 2022.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

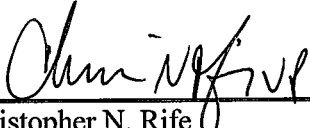
Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 2191 Lemay Ferry Road, St. Louis Mo. 63125. Attention: Loan Operations, specifically referring thereon to Irrevocable Letter of Credit No. 2166.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

By:



Christopher N. Rife
Vice President

We hereby authorize and direct MIDWEST BANKCENTRE to issue and deliver the foregoing letter of credit #2166 on behalf of the City of Chesterfield for the dollar amount of \$102,367.61, and I approve all of the terms thereof.

McBride Wilmas, LLC

By: McBride & Son Acquisitions, LLC, Managing Member

By: Michael D. Arri, Manager Date: 3-14-18
Michael D. Arri
Manager of McBride & Son Acquisitions, LLC

EXHIBIT A
TO LETTER OF CREDIT



FORM OF CERTIFICATE FOR "A" DRAWING

Attention: _____

Re: Your Letter of Credit No. _____
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20 ____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING



Attention:

Re: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
____ day of _____, 20 ____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION



City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

Re: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____



EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

cc _____

EXHIBIT E
TO LETTER OF CREDIT



FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____, The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____*.

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

cc _____

EXHIBIT F



TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc _____

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT



Attention:

Re: Your Letter of Credit ('Letter of Credit') No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

BILL NO. 3202

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 2930 TO AUTHORIZE REPLACEMENT CONSTRUCTION AND MAINTENANCE ESCROWS FOR ARBORS AT WILMAS FARM SUBDIVISION, PLAT 2

WHEREAS, the developer of Arbors at Wilmas Farm Subdivision, Arbors at Wilmas Farm, LLC has sold a number of lots to Claymont Development, LLC; and

WHEREAS, Claymont Development, LLC has agreed to assume the remaining responsibilities with the construction and maintenance for Plat 2 of the Arbors at Wilmas Farm Subdivision thus relieving the original developer Arbors at Wilmas Farm, LLC, from its responsibility as established by its prior escrows.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Department of Planning and Development Services and the Department of Public Works, having reviewed the request by Claymont Development, LLC, for the replacement of construction and maintenance escrows for Plat 2 of Arbors at Wilmas Farm Subdivision in accordance with the established procedures as set out by the Subdivision Ordinance of the City of Chesterfield, which dictate that the developer must establish escrow agreements, which are hereby amended to require that the construction escrow be Seventy-Three Thousand, Five Hundred Seventy-Five Dollars and Thirty-Six Cents (\$73,575.36) as shown as Exhibit 1 and maintenance escrow be Forty One Thousand, Two Hundred Ninety-Two Dollars and Fifty-Nine Cents (\$41,292.59) as shown as Exhibit 2.

Section 2. That the remaining construction and maintenance escrow established for the Arbors at Wilmas Farm Subdivision by Arbors at Wilmas Farm, LLC be released.

Section 3. Said Replacement Escrows are hereby approved by the City of Chesterfield subject to be disbursed on the direction and the order of the Director of Planning and Development Services for the City of Chesterfield.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD 06/04/2018

RECEIVED

MAR 26 2018

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
 Claymont Development, LLC
 _____, herein called DEVELOPER,
 Midwest Bank Centre
 _____, herein called ESCROW
 HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
 Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
 for the creation and development of a subdivision to be known as
 The Arbors at Wilmas Farm (Plat 2)
 _____ in accordance with
 Ordinance No. _____, the governing ordinance for the subdivision, and the Subdivision
 Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
 estimated and determined that the cost of construction, installation and completion of said
 improvements, all in accordance with the provisions of said governing ordinance and
 Subdivision Regulations, as amended, will be in the sum of
 Seventy-three thousand five hundred seventy-five dollars and thirty-six cents
 _____ DOLLARS

(\$ ^{73,575.36} _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
 the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
 Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
 said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
 construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Seventy-three thousand five hundred seventy-five dollars and thirty-six cents, DOLLARS (\$ 73,575.36) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in The Arbors at Wilmas Farm (Plat 2) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

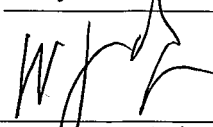
seals the 15th day of February, 2018.

ATTEST: (SEAL)


Type Name: Brian Jokerst
Title: Project Manager

DEVELOPER: Claymont Development, LLC

BY:


Type Name: Wesley Byrne
Title: GM Managing Member

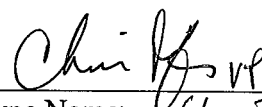
Firm Address:
26 Pacland Estates Drive
Chesterfield, MO 63005

ATTEST: (SEAL)


Type Name: Betty M. Dunnehan
Title: Credit Admin Asst.

ESCROW HOLDER: Midwest Bank Centre

BY:


Type Name: Chris Rife
Title: Vice President

Firm Address:
2191 Lemay Ferry Road
St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

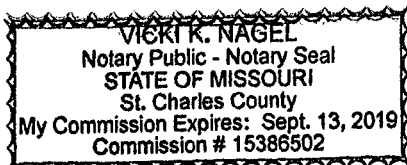
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 22nd day of March, 2017¹⁸, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest BankCentre (name of bank), a Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2019

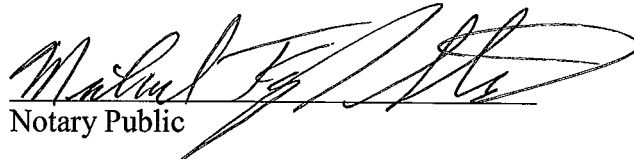


LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 15th day of February, 20 ~~17~~18 before me appeared Wesley Byrne (name) to me personally known, who, being by me duly sworn, did say that he/she is the Managing Member (title or Executing Official) of Claymont Development, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Members, (President or title of chief officer), Wesley Byrne (name) as Managing Member (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 15th day of February, 20 18.


Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

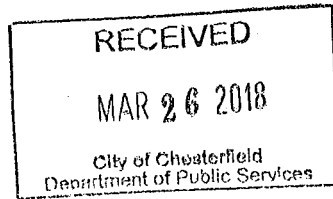
EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION:	Arbors at Wilmas Farm	DEVELOPER:	Wilmas Farm, LLC
PLAT:	2		
SUBDIVISION CODE:	5004		
NO. LOTS:	19		
DATE OF PLAT APPROVAL:	12/5/2016		

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	12/21/16 01/18/17	50 45	\$107,089.20	\$53,544.60 \$48,190.14 \$0.00	95	\$5,354.46	5
SIDEWALKS			\$14,498.00	\$0.00 \$0.00 \$0.00	0	\$14,498.00	100
STORM SEWER Original escrow established at 90% of cost	04/25/17	95	\$86,124.60	\$81,818.37 \$0.00 \$0.00	95	\$4,306.23	5
SAN. SEWER Original escrow established at 90% of cost	04/25/17	95	\$21,598.20	\$20,518.29 \$0.00	95	\$1,079.91	5
DETENTION	06/28/17	50	\$35,116.00	\$17,558.00 \$0.00 \$0.00	50	\$17,558.00	50
GRADING	06/28/17	100	\$77,648.00	\$77,648.00 \$0.00 \$0.00	100	\$0.00	0
EROSION CONTROL	06/28/17	50	\$38,660.72	\$19,330.36 \$0.00 \$0.00	50	\$19,330.36	50
SILTAT'N CONTROL	06/28/17	50	\$8,274.09	\$4,137.05 \$0.00 \$0.00	50	\$4,137.05	50
SURVEY MONUMENTS (FORMERLY MONUMENTS)	06/28/17	65	\$20,000.00	\$13,000.00 \$0.00	65	\$7,000.00	35
STREET LIGHTS	06/28/17	95	\$2,310.00	\$2,194.50 \$0.00	95	\$115.50	5
STREET SIGNS	06/28/17	95	\$225.00	\$213.75 \$0.00	95	\$11.25	5
WATER MAINS	01/31/17	100	\$74,810.00	\$74,810.00 \$0.00	100	\$0.00	0
COMMON GR. SEED	06/28/17	95	\$3,692.10	\$3,507.50 \$0.00	95	\$184.61	5
TOTALS			\$490,045.91	\$416,470.55	85	\$73,575.36	15



March 15, 2018

IRREVOCABLE LETTER OF CREDIT NO. 2171

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the City of Chesterfield, upon the application of and for the account of Claymont Development, LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$73,575.36 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|--|--|
| ☐ Grading Surety | ☐ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☒ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for The Arbors at Wilmas Farm, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 2191 Lemay Ferry Road, St. Louis, MO. 63125 Attention: Loan Operations (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on October 28, 2018, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be,

presented to us for payment prior to the expiration of this Letter of Credit; and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than October 28, 2021.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 2191 Lemay Ferry Road, St. Louis Mo. 63125. Attention: Loan Operations, specifically referring thereon to Irrevocable Letter of Credit No. 2171.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

By: William L. Kral, Pres
William L. Kral
President

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING

Attention: _____

Re: Your Letter of Credit No. _____
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING

Attention:

Re: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
____ day of _____, 20 ____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

Re: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

cc

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____ . The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *.

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

cc _____

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: _____

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

MAR 26 2018

City of Chesterfield
Department of Public Services**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT**

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
 Claymont Development, LLC
 _____, herein called DEVELOPER,
 Midwest Bank Centre
 _____, herein called CREDIT
 HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
 Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
 for the creation and development of a subdivision to be known as
 The Arbors at Wilmas Farm (Plat 2)
 _____ in accordance with
 Ordinance No. _____, the governing ordinance for the subdivision, and the Subdivision
 Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
 estimated and determined that the cost of maintenance of the required improvements, based on
 the cost of construction of said improvements, all in accordance with the provisions of said
 subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
 of Forty-one thousand two hundred ninety-two dollars & fifty-nine cents
 _____ DOLLARS
 (\$^{41,292.59} _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
 the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
 Regulations; and

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in The Arbors at Wilmas Farm (Plat 2) _____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Planning and Development Services Director. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Planning and Development Services Director may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total

maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Planning and Development Services Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Planning and Development Services Director. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 15th day of February, 2018 A.D.

ATTEST: (SEAL)

DEVELOPER: Claymont Development, LLC

Brian Jokerst
Type Name: Brian Jokerst
Title: Project Manager

BY:

Wesley Byrne
Type Name: Wesley Byrne
Title: Owner

Firm Address:

26 Pacland Estates Drive

Chesterfield, MO 63005

ATTEST: (SEAL)

CREDIT HOLDER: Midwest Bank Centre

Betty M. Dunneagan
Name: Credit Admin Asst. Betty M. Dunneagan
Title: Credit Admin Asst

BY:

Chris Rife
Name: Chris Rife
Title: Vice President

Firm Address:

2191 Lemay Ferry Road

St. Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY

Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

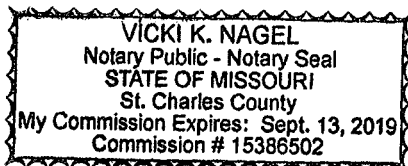
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 22nd day of March, 2018, before me appeared
Chris Rife, to me personally known, who, being by me duly
sworn, did say that he/she is the Vice President (title) of
Midwest Bank Centre (name of bank), a
Corporation (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said Vice President (title)
acknowledged said instrument to be the free act and deed of said bank.

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

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2019

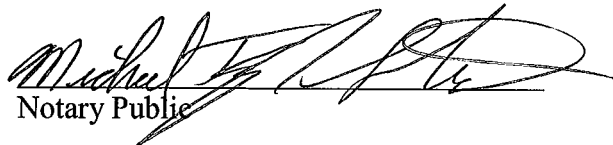


LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 15th day of February, 2018, before me appeared
Wesley Byrne (name) to me personally known, who, being by
me duly sworn, did say that he/she is the Owner (title or Executing
Official) of Claymont Development, LLC, a Missouri Limited Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of
its Members, (President or title of chief officer),
Wesley Byrne (name) as owner (title of
Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and
deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 15th day of February, 2018.

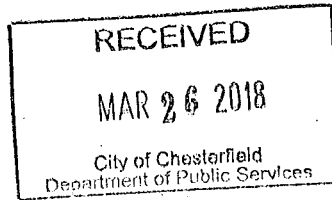

Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

MAINTENANCE DEPOSIT**SUBDIVISION: Arbors at Wilmas Farm****PLAT: 2****SUB CODE: 5004****DEVELOPER: Wilmas Farm, LLC****NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)**

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$10,708.92			\$10,708.92
SIDEWALKS	\$1,449.80			\$1,449.80
STORM SEWER	\$8,612.46			\$8,612.46
SAN. SEWER	\$2,159.82			\$2,159.82
DETENTION	\$3,511.60			\$3,511.60
GRADING	\$7,764.80			\$7,764.80
EROSION CONTROL	\$3,866.07			\$3,866.07
SILTAT'N CONTROL	\$827.41			\$827.41
MONUMENTS	\$2,000.00			\$2,000.00
STREET LIGHTS	\$231.00	6/28/2017	\$231.00	\$0.00
STREET SIGNS	\$22.50			\$22.50
WATER MAINS	\$7,481.00	1/31/2017	\$7,106.95	\$0.00
		6/28/2017	\$374.05	
COMMON GR. SEED	\$369.21			\$369.21
TOTALS	\$49,004.59		\$7,712.00	\$41,292.59



March 15, 2018

IRREVOCABLE LETTER OF CREDIT NO. 2173

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the City of Chesterfield, upon the application of and for the account of Claymont Development, LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$41,292.59 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|---|---|
| ☐ Grading Surety | ☒ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☐ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for The Arbors at Wilmas Farm, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 2191 Lemay Ferry Road, St. Louis, MO. 63125 Attention: Loan Operations (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on October 28, 2018, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be,

presented to us for payment prior to the expiration of this Letter of Credit; and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than October 28, 2022.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 2191 Lemay Ferry Road, St. Louis Mo. 63125. Attention: Loan Operations, specifically referring thereon to Irrevocable Letter of Credit No. 2173.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

By: William L. Kral, Pres
William L. Kral
President

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING

Attention: _____

Re: Your Letter of Credit No. _____
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING

Attention:

Re: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

Re: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

07/18/2012

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

cc

07/18/2012

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____ . The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *.

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit

cc

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned
(and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit
to [_____] ("Transferee"). Transferor confirms that it no longer has any
rights under or interest in the Letter of Credit and that you shall have no further responsibility to
make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests
that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or
endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: _____

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

BILL NO. 3203

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 16 AND 17 OF THE SPIRIT VALLEY BUSINESS PARK PLAT TO CREATE A 6.183 ACRE TRACT OF LAND, ZONED "PI" PLANNED INDUSTRIAL DISTRICT, AND LOCATED ON THE SOUTH SIDE OF OLIVE STREET ROAD, WEST OF SPIRIT VALLEY EAST DRIVE (17W510147, 17W230076).

WHEREAS, Stock and Associates Consulting Engineers, Inc., on behalf of Rainbow Point Properties, LLC, has submitted for review and approval a Boundary Adjustment Plat for two parcels totaling 6.183 acres; Lot 16, located at 617 Spirit Valley East Drive and Lot 17, located at 640 Spirit Valley Central Drive; both zoned "PI" Planned Industrial District,

WHEREAS, the purpose of said Boundary Adjustment Plat is to remove the middle property line between Lots 16 & 17 of Spirit Valley Business Park to create Lot 16A; and,

WHEREAS, the Department of Planning and Development Services has reviewed the Boundary Adjustment Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Boundary Adjustment Plat to the City Council.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Boundary Adjustment Plat for Lots 16 and 17 of the Spirit Valley Business Park Plat, which is made part hereof and attached hereto as Exhibit 1, is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 06/04/2018

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FALLING LEAVES ESTATES II SUBDIVISION, A 17.4 ACRE TRACT OF LAND ZONED “LLR” LARGE LOT RESIDENTIAL DISTRICT LOCATED WEST OF WILSON AVENUE AND NORTHWEST OF THE INTERSECTION OF WILSON AVENUE AND CLARKSON ROAD.

WHEREAS, Fischer Family Investments LP has submitted for review and approval a Record Plat for the Falling Leaves Estates II subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 17.4 acre tract of land into four (4) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Planning and Development Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Record Plat for the Falling Leaves Estates II subdivision, which is made part hereof and attached hereto as “Exhibit 1”, and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 06/04/2018

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "FALLING LEAVES ESTATES II RECORD PLAT".

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI. AMERICAN WATER COMPANY, SPIRE MISSOURI, INC., UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., D/B/A AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE EASEMENT LABELED "DRIVEWAY EASEMENT 1", AS SHOWN HATCHED (//////) ON THIS PLAT, IS HEREBY GRANTED TO THE PRESENT AND FUTURE OWNERS OF LOTS 1 THROUGH 4 INCLUSIVE OF THIS PLAT AND LOT 2 OF FALLING LEAVES ESTATES, A SUBDIVISION, RECORDED IN PLAT BOOK 214, PAGE 25 OF THE ST. LOUIS COUNTY RECORDS, THEIR SUCCESSORS AND/OR ASSIGNS, THEIR GUESTS AND INVITEES FOR PRIVATE USE AS A DRIVEWAY FOR THE PURPOSES OF INGRESS AND EGRESS. THE PRESENT AND FUTURE OWNERS OF LOTS 1 THROUGH 4 INCLUSIVE OF THIS PLAT AND LOT 2 OF FALLING LEAVES ESTATES SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF SAID DRIVEWAY.

THE EASEMENT LABELED "DRIVEWAY EASEMENT 2", AS SHOWN CROSS-HATCHED (XXXX) ON THIS PLAT, IS HEREBY GRANTED TO THE PRESENT AND FUTURE OWNERS OF THIS PLAT, THEIR SUCCESSORS AND/OR ASSIGNS, THEIR GUESTS AND INVITEES FOR PRIVATE USE AS A DRIVEWAY FOR INGRESS AND EGRESS PURPOSES. THE PRESENT AND FUTURE OWNERS OF THIS PLAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF SAID DRIVEWAY.

THE EASEMENT LABELED "DRIVEWAY EASEMENT 3", AS SHOWN DOT-HATCHED ON THIS PLAT, IS HEREBY GRANTED TO THE PRESENT AND FUTURE OWNERS OF LOT 2 OF FALLING LEAVES ESTATES, RECORDED IN PLAT BOOK 214, PAGE 25 OF THE ST. LOUIS COUNTY RECORDS, AND THEIR SUCCESSORS AND/OR ASSIGNS, THEIR GUESTS AND INVITEES FOR PRIVATE USE AS A DRIVEWAY FOR INGRESS AND EGRESS PURPOSES TO ACCESS SAID LOT 2. THE PRESENT AND FUTURE OWNERS OF SAID LOT 2 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF SAID DRIVEWAY.

THE TURNAROUND EASEMENT AS SHOWN HEREON, IS HEREBY GRANTED TO THE PRESENT AND FUTURE OWNERS OF LOT 2 OF FALLING LEAVES ESTATES, RECORDED IN PLAT BOOK 214, PAGE 25, THEIR SUCCESSORS, AND/OR ASSIGNS, THEIR GUESTS AND INVITEES FOR THE PURPOSE OF USING AND MAINTAINING A DRIVEWAY TURNAROUND. THE PRESENT AND FUTURE OWNERS OF SAID LOT 2 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF THE DRIVEWAY TURNAROUND.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN FALLING LEAVES ESTATES II RECORD PLAT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE _____ DAY OF _____, 2018 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2018.

FISCHER FAMILY INVESTMENTS, L.P.
A MISSOURI LIMITED PARTNERSHIP

BY: _____
JOHN W. FISCHER, MANAGER

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

ON THIS _____ DAY OF _____, 2018, BEFORE ME PERSONALLY APPEARED JOHN W. FISCHER, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF FISCHER FAMILY INVESTMENTS, L.P., A MISSOURI LIMITED PARTNERSHIP, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED PARTNERSHIP, AND SAID JOHN W. FISCHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

JEAN E. FISCHER & JOHN W. FISCHER
JEAN E. FISCHER REVOCABLE TRUST AGREEMENT, DATED SEPTEMBER 2, 1988

BY: _____
JEAN E. FISCHER, CO-TRUSTEE

BY: _____
JOHN W. FISCHER, CO-TRUSTEE

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

ON THIS _____ DAY OF _____, 2018, BEFORE ME PERSONALLY APPEARED JOHN W. FISCHER, CO-TRUSTEE OF THE JEAN E. FISCHER REVOCABLE TRUST AGREEMENT, DATED SEPTEMBER 2, 1988, TO BE KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

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

ON THIS _____ DAY OF _____, 2018, BEFORE ME PERSONALLY APPEARED JEAN E. FISCHER, CO-TRUSTEE OF THE JEAN E. FISCHER REVOCABLE TRUST AGREEMENT, DATED SEPTEMBER 2, 1988, TO BE KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

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.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CITY OF CHESTERFIELD

THIS IS TO CERTIFY THAT THE RECORD PLAT OF FALLING LEAVES ESTATES II RECORD PLAT WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2018 AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

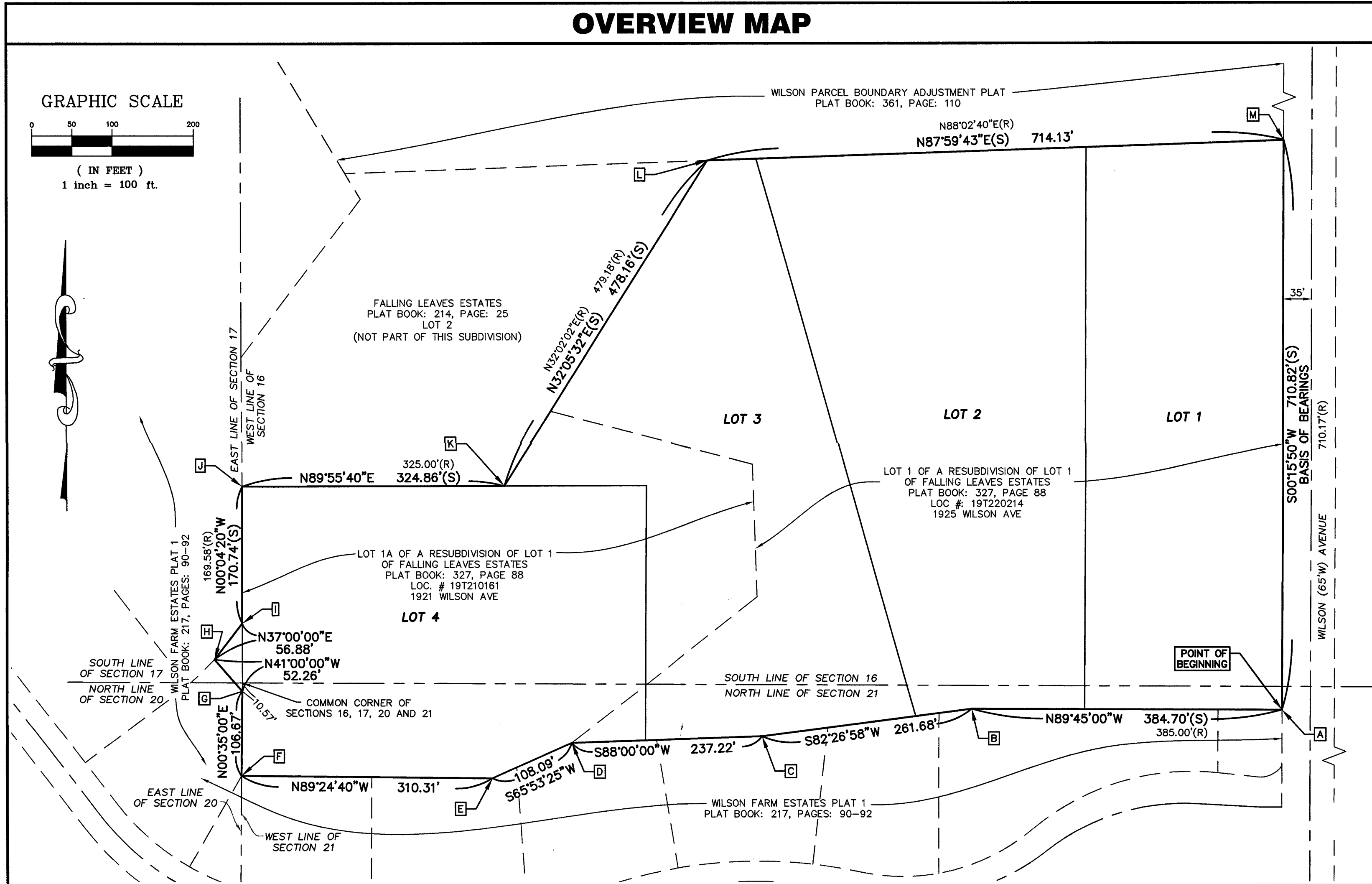
BOB NATION, MAYOR

VICKIE HASS, CITY CLERK

FALLING LEAVES ESTATES II RECORD PLAT

A RESUBDIVISION OF LOTS 1 AND 1A OF A RESUBDIVISION OF LOT 1 OF FALLING LEAVES ESTATES,
RECORDED IN PLAT BOOK 327, PAGE 88, LOCATED IN SECTIONS 16, 17, 20 AND 21,
TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

OVERVIEW MAP



SURVEYOR'S NOTES

- THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS (PURSUANT TO SECTION 327.4 (RSMO)) ANY RESPONSIBILITY FOR THE SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PLAT APPEARS.
- THIS PLAT CONTAINS 757,086 SQUARE FEET (17.3803 ACRES MORE OR LESS), AND A TOTAL OF 4 LOTS.
- ALL DISTANCES AND BEARINGS ARE RECORD (R) AND SURVEYED (S) UNLESS NOTED OTHERWISE.
- BASIS OF BEARINGS THE EASTERN LINE OF LOT 1 OF A RESUBDIVISION OF LOT 1 OF FALLING LEAVES ESTATES, RECORDED IN PLAT BOOK 327, PAGE 88 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS..
- SOURCE OF RECORD DESCRIPTION: GENERAL WARRANTY DEED TO THE JEAN E. FISCHER REVOCABLE TRUST AGREEMENT DATED SEPTEMBER 2, 1988, RECORDED IN BOOK 13813, PAGE 362 OF THE ST. LOUIS COUNTY RECORDS, AND DEED TO FISCHER FAMILY INVESTMENTS, L.P. RECORDED IN BOOK 15020, PAGE 2487 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
- THE ST. LOUIS COUNTY LOCATOR NUMBER OF LOT 1 IS 19T220214 AND OF LOT 1A IS 19T210161.
- THE SUBJECT TRACT IS CURRENTLY ZONED "LLR" LARGE LOT RESIDENTIAL DISTRICT PER CITY OF CHESTERFIELD ORDINANCE NO. 2981, DATED FEBRUARY 5, 2018. SEE TYPICAL LOT DIAGRAM FOR INDIVIDUAL LOT ZONING RESTRICTIONS.
- THE SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (UNSHADED) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAPS FOR ST. LOUIS COUNTY MISSOURI AND INCORPORATED AREAS: PANEL NUMBER 164 OF 845, MAP NUMBER 29189C0164K, EFFECTIVE DATE FEBRUARY 4, 2015.
ZONE "X" IS DEFINED AS AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD.
- PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.
- FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY AGENTS NATIONAL TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NUMBER 1200966 WITH AN EFFECTIVE DATE OF DECEMBER 11, 2012 AT 8:00 AM. THE NOTES PERTAINING TO SCHEDULE B - SECTION II OF THE TITLE COMMITMENT ARE LISTED BELOW:

ITEMS A-G: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.

ITEM H: BUILDING LINES, EASEMENTS, COVENANTS AND RESTRICTIONS ESTABLISHED BY THE PLAT RECORDED IN PLAT BOOK 214 PAGE 25 AND PLAT BOOK 328 PAGE 88. BOTH DOCUMENTS CREATE BUILDING LINES AND EASEMENTS THAT AFFECT THE SUBJECT TRACT AS PLOTTED HEREON. PLAT BOOK 214, PAGE 25 AND PLAT BOOK 328 PAGE 88 BOTH CREATE INGRESS/EGRESS EASEMENTS FOR PRIVATE ROADWAYS ACROSS THE SUBJECT TRACT. SAID EASEMENTS ARE RELEASED BY THE RECORDING OF THIS PLAT. THE SUBJECT TRACT HAS BEEN REZONED FROM "PUD" PLANNED UNIT DEVELOPMENT DISTRICT TO "LLR" LARGE LOT RESIDENTIAL DISTRICT BY CHESTERFIELD ORDINANCE NO. 2981, AND ALL BUILDING SETBACK LINES RECORDED IN PLAT BOOK 327, PAGE 88 ARE NO LONGER IN EFFECT.

ITEM I: MAINTENANCE AGREEMENT FOR FALLING LEAVES DRIVE AS RECITED IN CERTIFICATE ACCOMPANYING PLAT RECORDED IN PLAT BOOK 215 PAGE 25. CERTIFICATE ON SAID PLAT STATES "THE COST OF MAINTENANCE OF SAID PRIVATE ROAD WILL BE SHARED EQUALLY BY ALL OWNERS, THEIR SUCCESSORS AND ASSIGNS" SAID PRIVATE ROADS ARE RELEASED BY THE RECORDING OF THIS PLAT; THEREFORE, SAID AGREEMENT NO LONGER AFFECTS THE SUBJECT TRACT.

ITEM J: SEWER DEDICATION AS SHOWN BY INSTRUMENT RECORDED IN BOOK 0050 PAGE 1776. DEDICATION OF EXISTING FACILITIES TO METROPOLITAN ST. LOUIS SEWER DISTRICT. INSTRUMENT DOES NOT CREATE ANY NEW EASEMENTS.

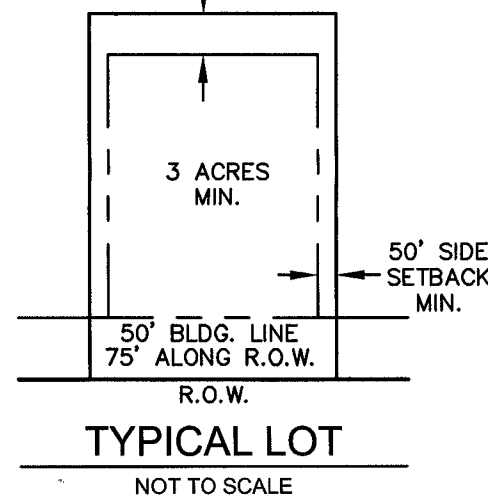
ITEM K: POND MAINTENANCE AGREEMENT AS SHOWN BY INSTRUMENT RECORDED IN BOOK 20116 PAGE 367. AFFECTS THE SUBJECT TRACT. SAID AGREEMENT IS A MAINTENANCE AND USE AGREEMENT BETWEEN THE CURRENT AND FUTURE OWNERS OF 1901 WILSON AVENUE, 1919 WILSON AVENUE, 1921 WILSON AVENUE, AND 1925 WILSON AVENUE FOR THE USE AND MAINTENANCE OF A POND LOCATED PARTIALLY ON THE SUBJECT TRACT.

ITEM L: EASEMENT GRANTED TO MSD BY INSTRUMENT RECORDED IN BOOK 7594 PAGE 287. AFFECTS THE SUBJECT TRACT AS PLOTTED HEREON.

ITEM M: ROAD EASEMENT GRANTED TO KEITH J. STROPE AND DONNA J. STROPE BY THE INSTRUMENT RECORDED IN BOOK 20112 PAGE 453. INSTRUMENT GRANTS A TEMPORARY EASEMENT ACROSS THE SUBJECT TRACT, AND APPEARS TO HAVE MET THE TERMINATION CONDITIONS AND NO LONGER AFFECTS THE SUBJECT TRACT. PAVEMENT STILL EXISTS; HOWEVER, RIGHTS TO SAID ROADWAY HAVE BEEN TERMINATED.

ITEM N: EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY BY THE INSTRUMENT RECORDED IN BOOK 6647 PAGE 1115. SAID EASEMENT IS DESCRIBED AS BEING CENTERED ON CABLE AFTER INSTALLATION, AND AFFECTS THE SUBJECT TRACT. ACCORDING TO THE TERMS OF SAID DOCUMENT, THE EASEMENT IS ONLY GRANTED FOR LINE SERVICING THE STRUCTURES AT THE TIME OF RECORDING, AND DOES NOT ALLOW ANY FUTURE EXTENSION PAST THESE STRUCTURES.

ITEMS O-R: GENERAL EXCEPTIONS WITH NO COMMENT BY THE SURVEYOR.



STATEMENT OF STATE PLANE COORDINATE TIE:

STATE PLANE COORDINATES WERE DETERMINED ON MARCH 13, 2018 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MOSI AND A PID OF DL3650 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) COORDINATE VALUES OF NORTH (Y) = 302843.668 METERS AND EAST (X) = 253367.391 METERS. WE REPRESENT HEREON THAT THESE STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 30-16, EFFECTIVE AT THE DATE OF THIS SURVEY) AS AN "URBAN PROPERTY" RELATIVE TO STATION MOOF. IN ORDER TO PUT THIS PLAT ON THE MISSOURI STATE PLANE COORDINATE EAST ZONE (NAD-83) GRID NORTH, IT WOULD BE NECESSARY TO ROTATE THE PUBLISHED PLAT BEARINGS CLOCKWISE 00°31'23". THE PUBLISHED PLAT BEARING OF SOUTH 00°15'50" WEST, WOULD BE SOUTH 00°47'11" WEST IF ROTATED TO GRID NORTH.

AVERAGE COMBINED GRID FACTOR = 0.999900533 (1 METER = 3.28083333 FEET)

BENCHMARKS:

PROJECT BENCHMARK 1:
ST. LOUIS COUNTY BM 12269 ELEVATION = 656.41 (NAVD 88)

"STANDARD ALUMINUM DISK" STAMPED SL-35, 1980. DISK IS SET 2' SOUTH OF THE SIDEWALK AT #14957 CHATEAU DRIVE. APPROXIMATELY 0.1 MILE NORTHEAST OF BAXTER ROAD AND CHATEAU DRIVE. [29' EAST OF CENTERLINE DRIVE OF 14963 CHATEAU DRIVE AND 19' SOUTHWEST OF WATER METER IN LAWN OF 14957 CHATEAU DRIVE]

SITE BENCHMARK #1:
ELEVATION = 564.55 (NAVD 88)

FOUND CONCRETE MONUMENT LOCATED ON THE NORTHEAST CORNER OF LOT 1 OF A RESUBDIVISION OF LOT 1 OF FALLING LEAVES ESTATES, PLAT BOOK 327, PAGE 88. LOCATED 64.4 FEET NORTHWEST OF A UTILITY POLE TO THE SOUTHEAST OF SAID CORNER AND 120.8 FEET SOUTH OF A UTILITY POLE LOCATED TO THE NORTH OF SAID CORNER.

SITE BENCHMARK #2:
ELEVATION = 564.55 (NAVD 88)

FOUND CONCRETE MONUMENT LOCATED ON THE NORTHWEST CORNER OF LOT 1A OF A RESUBDIVISION OF LOT 1 OF FALLING LEAVES ESTATES, PLAT BOOK 327, PAGE 88. LOCATED WEST 175.1 FEET OF MSD SANITARY MANHOLE 19T4-0125.

PREPARED FOR:

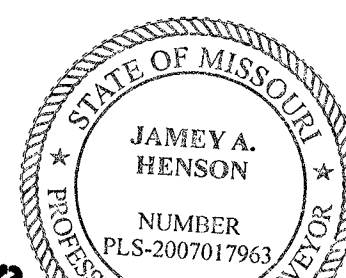
FISCHER FAMILY INVESTMENTS, L.P.
686 TRADE CENTER BLVD, SUITE 200
CHESTERFIELD, MO 63005
PHONE: (314) 576-6500
FAX: (314) 576-6502

SURVEYOR'S CERTIFICATION

ORDER NUMBER: 14-06-196
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
PHONE: (314) 467-0440

THIS IS TO CERTIFY TO FISCHER FAMILY INVESTMENTS, L.P., AND THE JEAN E. FISCHER REVOCABLE TRUST AGREEMENT, DATED SEPTEMBER 2, 1988 THAT WE HAVE, DURING THE MONTH OF FEBRUARY 2018, PERFORMED A BOUNDARY SURVEY OF LOTS 1 AND 1A OF A RESUBDIVISION OF LOT 1 OF FALLING LEAVES ESTATES, RECORDED IN PLAT BOOK 327, PAGE 88, LOCATED IN SECTIONS 16, 17, 20 AND 21, TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BASED UPON SAID SURVEY HAVE SUBDIVIDED IN THE MANNER SHOWN HEREON. THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS OR EXCEEDS THE "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEY" AS AN "URBAN CLASS PROPERTY IN EFFECT AT THE DATE OF THIS PLAT.

THE STERLING COMPANY
MO. REG. 307-D



JAMEY A. HENSON, P.L.S.
MO. REG. L.S. #2007017963

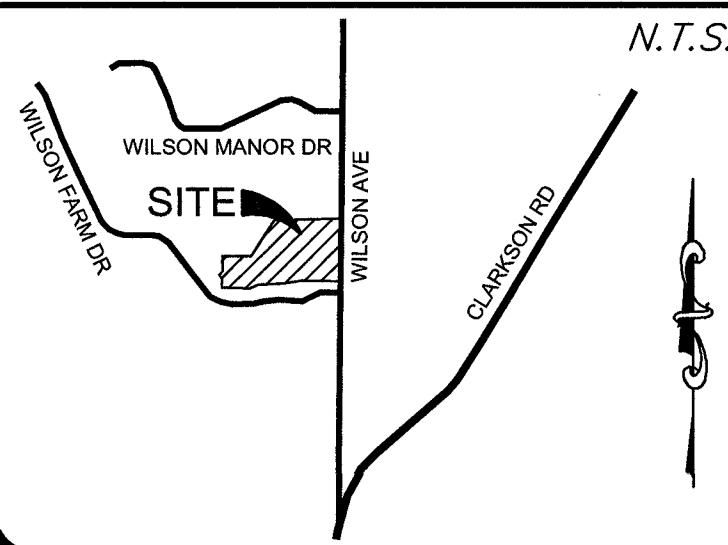
DATE

SHEET 1 OF 2

THE **STERLING** CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 12-06-162
MSD P# - N/A
DATE: MAY 21, 2018
FALLING LEAVES ESTATES II RECORD PLAT

LOCATION MAP



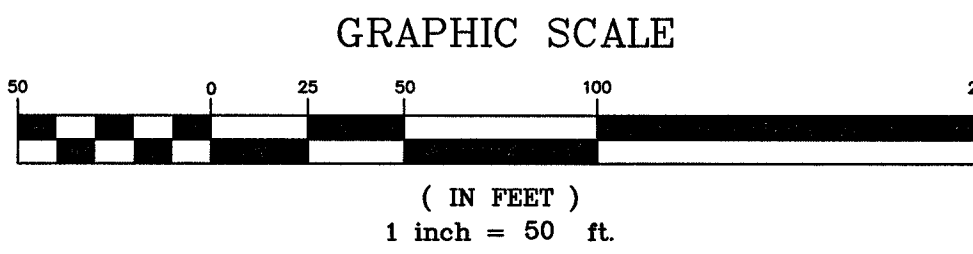
LEGEND:

- ▲ = PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(5/8" I. ROD W/ ALUMINUM CAP)
- = SEMI-PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(1/2" I. ROD W/ ALUMINUM CAP)
- = FOUND PERMANENT MONUMENT
- ◊ = FOUND SEMI-PERMANENT MONUMENT
- ESMT. = EASEMENT
- BLDG. = BUILDING

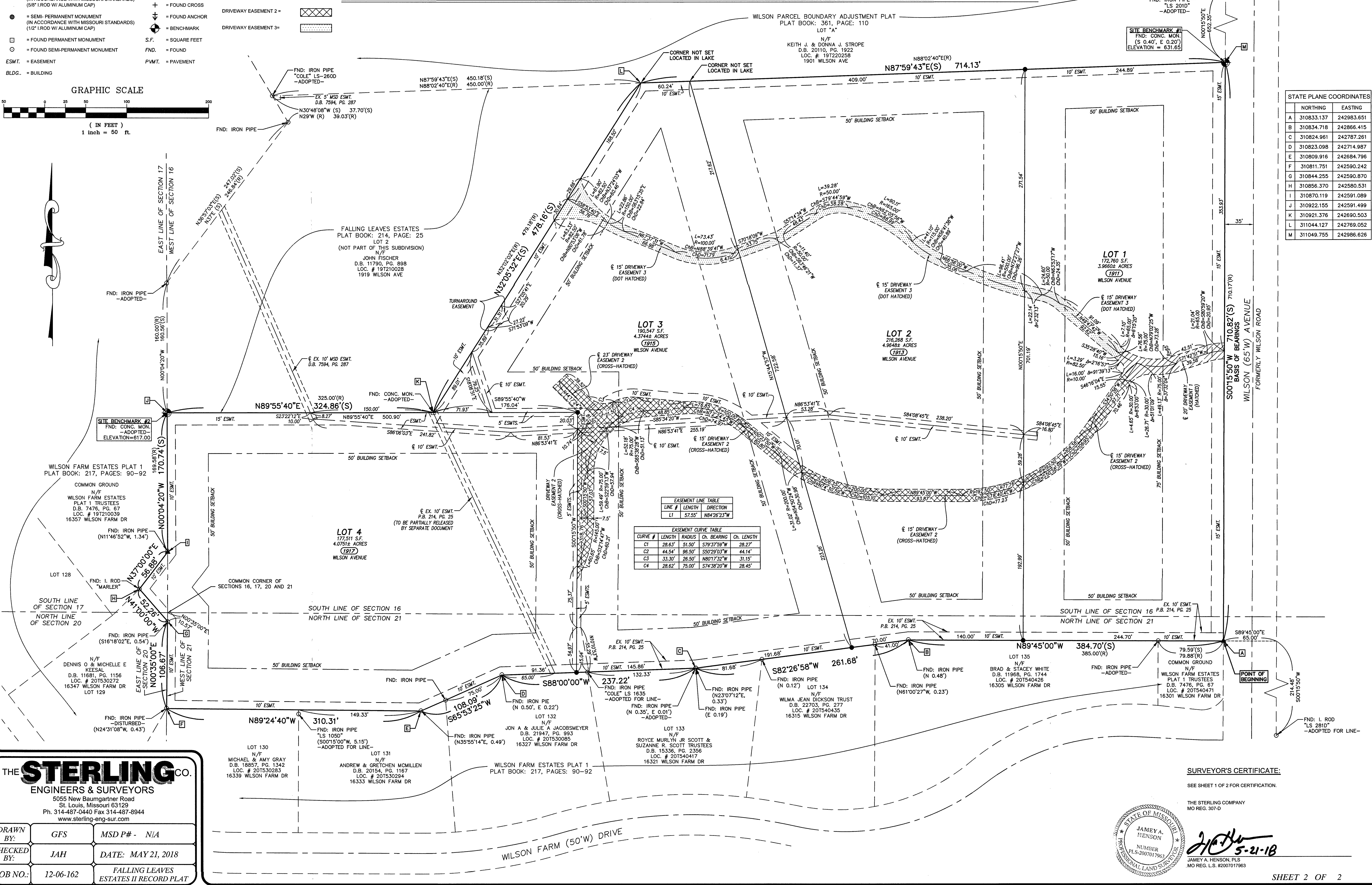
- 523 = ADDRESS
- + = FOUND CROSS
- ⊕ = FOUND ANCHOR
- ⊙ = BENCHMARK
- S.F. = SQUARE FEET
- FND. = FOUND
- P.W.T. = PAVEMENT

HATCHING LEGEND:

- DRIVEWAY EASEMENT 1 =
- DRIVEWAY EASEMENT 2 =
- DRIVEWAY EASEMENT 3 =



FALLING LEAVES ESTATES II RECORD PLAT



STATE PLANE COORDINATES

	NORTHING	EASTING
A	310833.137	242983.651
B	310834.718	242866.415
C	310824.961	242787.261
D	310823.098	242714.987
E	310809.916	242684.796
F	310811.751	242590.242
G	310844.255	242590.870
H	310856.370	242580.531
I	310870.119	242591.089
J	310922.155	242591.499
K	310921.376	242690.503
L	311044.127	242769.052
M	311049.755	242986.626

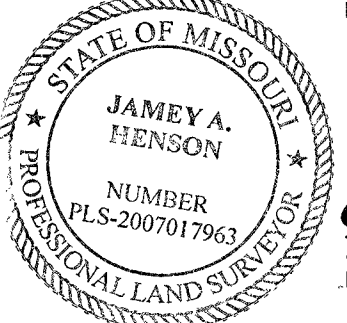
THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - N/A
CHECKED BY:	JAH	DATE: MAY 21, 2018
JOB NO.:	12-06-162	FALLING LEAVES ESTATES II RECORD PLAT

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 2 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D



JAMEY A. HENSON
5-21-18
JAMEY A. HENSON, P.L.S.
MO REG. L.S. #2007017963

RECEIVED

MAY 24 2018

City of Chesterfield
Department of Public Services

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Fischer Family Investments, LP
_____, herein called DEVELOPER,
_____, herein called ESCROW
HOLDER ~~(strike through this party if cash deposited with City)~~, and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Falling Leaves Estates II
_____ in accordance with
Ordinance No. 2981, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
One Hundred Twenty Five Thousand One Hundred Forty and 07/100 _____ DOLLARS
(\$^{125,140.07} _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the ____ day of _____, 20____.

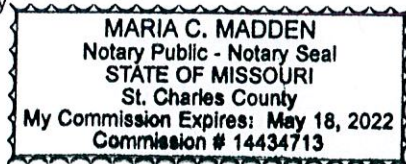
ATTEST: (SEAL)

DEVELOPER: Fischer Family Investments LP

Maria Madden

Type Name: Maria Madden

Title: Notary



BY: [Signature]

Type Name: John w. Fischer

Title: Manager

Firm Address:

695 Trade Center Blvd

Chesterfield Mo. 63005

~~ATTEST: (SEAL)~~

~~ESCROW HOLDER: CASH~~

~~BY: _____~~

~~Type Name: _____~~

~~Title: _____~~

~~Type Name: _____~~

~~Title: _____~~

~~Firm Address: _____~~

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Falling Leaves Estates
PLAT: Falling Leaves Estates II
SUBDIVISION CODE: 169
NO. LOTS: 4
DATE OF PLAT APPROVAL: T.B.D.

DEVELOPER: John Fischer

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
SIDEWALKS			\$20,010.10	\$0.00 \$0.00	0	\$20,010.10	100
SAN. SEWER			\$38,374.97	\$0.00 \$0.00	0	\$38,374.97	100
WATER MAINS			\$66,755.00	\$0.00 \$0.00	0	\$66,755.00	100
TOTALS			\$125,140.07	\$0.00	0	\$125,140.07	100
			Retainage required PRIOR to release of Sewer Escrow			\$6,257.00	
			Retainage required AFTER release of Sewer Escrow			\$4,338.26	



SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Fischer Family Investments, LP
_____, herein called DEVELOPER,
_____, herein called ~~CREDIT~~
~~HOLDER (strike through this party if cash deposited with City)~~, and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Falling Leaves Estates II
_____ in accordance with
Ordinance No. 2981, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Twelve Thousand Five Hundred and Fourteen and 01/100 _____ DOLLARS
(\$12,514.01), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Twelve Thousand Five Hundred and Fourteen and 01/100

DOLLARS (\$\$12,514.01), lawful money of the United States of America by:

(check one)

- ☒ Depositing cash with the City.
- ☐ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- ☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Falling Leaves Estates II Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning and Development Services. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning and Development Services to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning and Development Services shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning and Development Services shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning and Development Services may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that

the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning and Development Services shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning and Development Services. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the ____ day of _____, 20____ A.D.

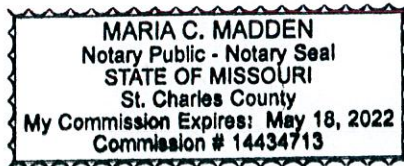
ATTEST: (SEAL)

DEVELOPER: Fischer Family Investments LP

Maria Madden

Type Name: Maria Madden

Title: Notary



BY:

Type Name: John Fischer

Title: Manager

Firm Address:

695 Trade Center Blvd

Chesterfield Mo. 63005

ATTEST: (SEAL)

CREDIT HOLDER: CASH

Name: _____

Title: _____

BY:

Name: _____

Title: _____

Firm Address:

CITY OF CHESTERFIELD, MISSOURI

BY _____

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

MAINTENANCE DEPOSIT

SUBDIVISION: Falling Leaves Estates
PLAT: Falling Leaves Estates II
SUB CODE: 169
DEVELOPER: John Fischer

NOTE: Deposit is adjusted to account for 10% of entire sewer costs

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
SIDEWALKS	\$2,001.01			\$2,001.01
SAN. SEWER	\$3,837.50			\$3,837.50
WATER MAINS	\$6,675.50			\$6,675.50
TOTALS	\$12,514.01		\$0.00	\$12,514.01

LEGISLATION – PLANNING COMMISSION

- A. **Bill No. 3200** - An ordinance repealing City of Chesterfield Ordinance 2932 to establish 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. 02-2018 Summit-Topgolf [Topgolf USA Chesterfield LLC] 17T510063, 17T520105, 17T520116) **(First Reading) Planning Commission recommends approval**

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE 2932 TO ESTABLISH 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. 02-2018 SUMMIT-TOPGOLF [TOPGOLF USA CHESTERFIELD LLC] - 17T510063, 17T520105, 17T520116).

WHEREAS, the petitioner, Summit Ice Center Investors, has requested a zoning map amendment to repeal City of Chesterfield Ordinance 2932 and establish 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 March 26, 2018; and,

WHEREAS, the Planning Commission having considered said request, recommended approval of the amendment by a vote of 9-0; and

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the amendment by a vote of 4-0; 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 SITUATED IN FRACTIONAL SECTION 26, TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT-A

A TRACT OF LAND BEING PART OF A LARGER TRACT AS CONVEYED TO SUMMIT ICE CENTER INVESTORS, INC BY INSTRUMENT RECORDED IN BOOK 14970, PAGE 648 OF THE ST LOUIS COUNTY RECORDS, LOCATED IN US 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:

COMMENCING AT THE SOUTHEAST CORNER OF VALLEY GATES SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 356, PAGE 688 SAID POINT ALSO BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF NORTH OUTER 40 ROAD, VARIABLE WIDTH; 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 COURSES AND DISTANCES: ALONG SAID CURVE WITH AN ARC LENGTH OF 225.28 FEET AND A CHORD WHICH BEARS NORTH 82 DEGREES 36 MINUTES 02 SECONDS WEST, 225.22 FEET TO A POINT OF TANGENCY AND NORTH 84 DEGREES 42 MINUTES 48 SECONDS WEST, 939.39 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 84 DEGREES 42 MINUTES 48 SECONDS WEST, 348.57 FEET TO THE SOUTHWEST CORNER OF ABOVE SAID SUMMIT ICE CENTER INVESTORS, INC TRACT; THENCE ALONG THE WEST AND NORTHWESTERN LINES OF SAID SUMMIT ICE CENTER INVESTORS, INC TRACT, THE FOLLOWING COURSES AND DISTANCES: NORTH 01 DEGREES 00 MINUTES 34 SECONDS EAST, 288.84 FEET; NORTH 66 DEGREES 16 MINUTES 29 SECONDS EAST, 42.59 FEET; NORTH 52 DEGREES 19 MINUTES 28 SECONDS EAST, 83.69 FEET; NORTH 42 DEGREES 59 MINUTES 54 SECONDS EAST, 119.08 FEET; NORTH 38 DEGREES 04 MINUTES 43 SECONDS EAST, 130.29 FEET AND NORTH 49 DEGREES 55 MINUTES 27 SECONDS EAST, 115.48 FEET; THENCE DEPARTING SAID NORTHWESTERN LINE; SOUTH 01 DEGREES 09 MINUTES 16 SECONDS WEST, 653.33 FEET TO THE POINT OF BEGINNING, CONTAINING 159,929 SQUARE FEET OR 3.671 ACRES MORE OR LESS.

LOT-B

A TRACT OF LAND BEING PART OF LOTS A AND B VALLEY GATES SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 356, PAGE 688 AND PART OF A TRACT OF LAND AS CONVEYED TO SUMMIT ICE CENTER INVESTORS, INC BY INSTRUMENT RECORDED IN BOOK 14970, PAGE 648 BOTH THE ST. LOUIS COUNTY RECORDS, LOCATED IN US 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:

COMMENCING AT THE SOUTHEAST CORNER OF VALLEY GATES SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 356, PAGE 688 SAID POINT ALSO BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF NORTH OUTER 40 ROAD, VARIABLE WIDTH; 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 COURSES AND DISTANCES: ALONG SAID CURVE WITH AN ARC LENGTH OF 225.28 FEET AND A CHORD WHICH BEARS NORTH 82 DEGREES 36 MINUTES 02 SECONDS WEST, 225.22 FEET TO A POINT OF TANGENCY AND NORTH 84 DEGREES 42 MINUTES 48 SECONDS WEST, 326.18 FEET TO THE POINT OF BEGINNING

OF THE HEREIN DESCRIBED TRACT THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 84 DEGREES 42 MINUTES 48 SECONDS WEST, 613.21 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 09 MINUTES 16 SECONDS EAST, 653.33 FEET TO THE NORTH LINE OF SAID SUMMIT ICE CENTER INVESTORS, INC TRACT; THENCE ALONG THE NORTH LINE OF SAID TRACT AND THE NORTH LINE OF ABOVE SAID VALLEY GATES SUBDIVISION THE FOLLOWING COURSES AND DISTANCES. NORTH 49 DEGREES 55 MINUTES 27 SECONDS EAST, 13.03 FEET; NORTH 84 DEGREES 07 MINUTES 12 SECONDS EAST, 44.91 FEET; SOUTH 87 DEGREES 36 MINUTES 16 SECONDS EAST, 188.72 FEET, SOUTH 87 DEGREES 34 MINUTES 03 SECONDS EAST, 209.17 FEET; NORTH 87 DEGREES 03 MINUTES 41 SECONDS EAST, 352.81 FEET; SOUTH 89 DEGREES 14 MINUTES 33 SECONDS EAST, 277.05 FEET AND SOUTH 79 DEGREES 19 MINUTES 54 SECONDS EAST, 24.29 FEET TO THE NORTHEAST CORNER OF SAID VALLEY GATES SUBDIVISION; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION, SOUTH 02 DEGREES 58 MINUTES 00 SECONDS EAST, 331.93 FEET; THENCE DEPARTING LAST SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 87 DEGREES 04 MINUTES 12 SECONDS WEST, 96.47 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 32 SECONDS WEST, 476.07 FEET AND SOUTH 05 DEGREES 12 MINUTES 54 SECONDS WEST, 147.49 FEET TO THE POINT OF BEGINNING, CONTAINING 642,544 SQUARE FEET OR 14.750 ACRES MORE OR LESS.

LOT-C

A TRACT OF LAND BEING PART OF LOTS A AND B VALLEY GATES SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 356, PAGE 688 AND PART OF A TRACT OF LAND AS CONVEYED TO SUMMIT ICE INVESTORS, INC BY INSTRUMENT RECORDED IN BOOK 14970, PAGE 648 BOTH THE ST. LOUIS COUNTY RECORDS, LOCATED IN US 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 SOUTHEAST CORNER OF ABOVE SAID VALLEY GATES SUBDIVISION, SAID POINT ALSO BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF NORTH OUTER 40 ROAD, VARIABLE WIDTH: 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 COURSES AND DISTANCES: ALONG SAID CURVE WITH AN ARC LENGTH OF 225.28 FEET AND A CHORD WHICH BEARS NORTH 82 DEGREES 36 MINUTES 02 SECONDS WEST, 225.22 FEET TO A POINT OF TANGENCY AND NORTH 84 DEGREES 42 MINUTES 48 SECONDS WEST, 326.18 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05 DEGREES 12 MINUTES 54 SECONDS EAST, 147.49 FEET; NORTH 60 DEGREES 45 MINUTES 32 SECONDS EAST, 476.07 FEET AND NORTH 87 DEGREES 04 MINUTES 12 SECONDS EAST, 96.47 FEET TO THE EAST LINE OF ABOVE SAID VALLEY GATES SUBDIVISION; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 58 MINUTES 00 SECONDS EAST, 444.02 FEET TO

THE POINT OF BEGINNING, CONTAINING 165,353 SQUARE FEET OR 3.795 ACRES MORE OR LESS.

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 Summit Ice Center Investors in P.Z. 02-2018, 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 26th day of March 2018, 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 _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 6/4/2018

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. Floor Area
- a. The total building floor area within this development shall not exceed 200,000 square feet.
2. Height
- a. The maximum height including parapets and other similar features, rooftop equipment, and lighting structures of all buildings shall not exceed sixty (60) feet.
 - b. 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.

3. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for each lot within 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 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.
6. 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.
7. 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.
8. 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 St. Louis County Department of Transportation.

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.

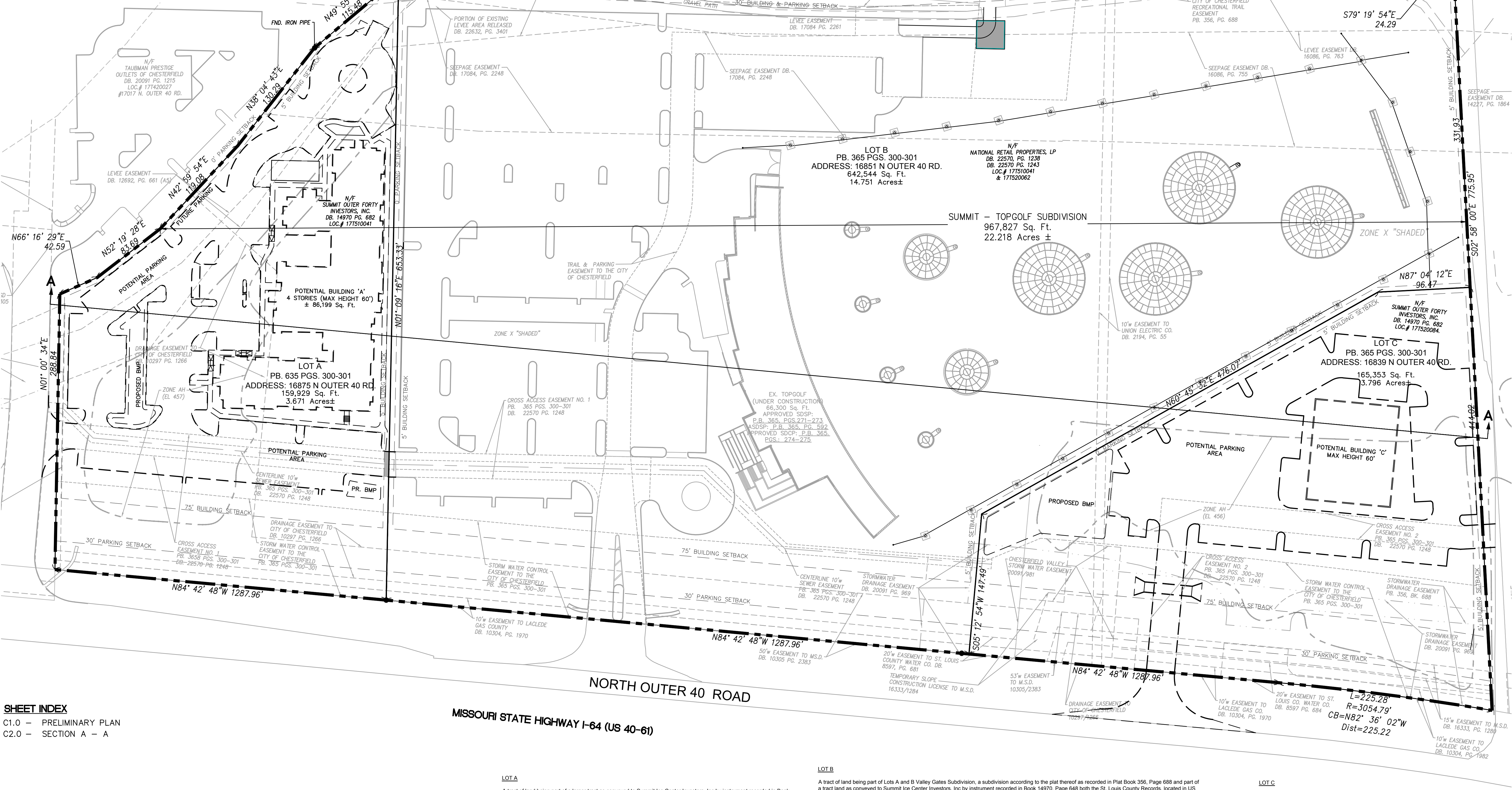
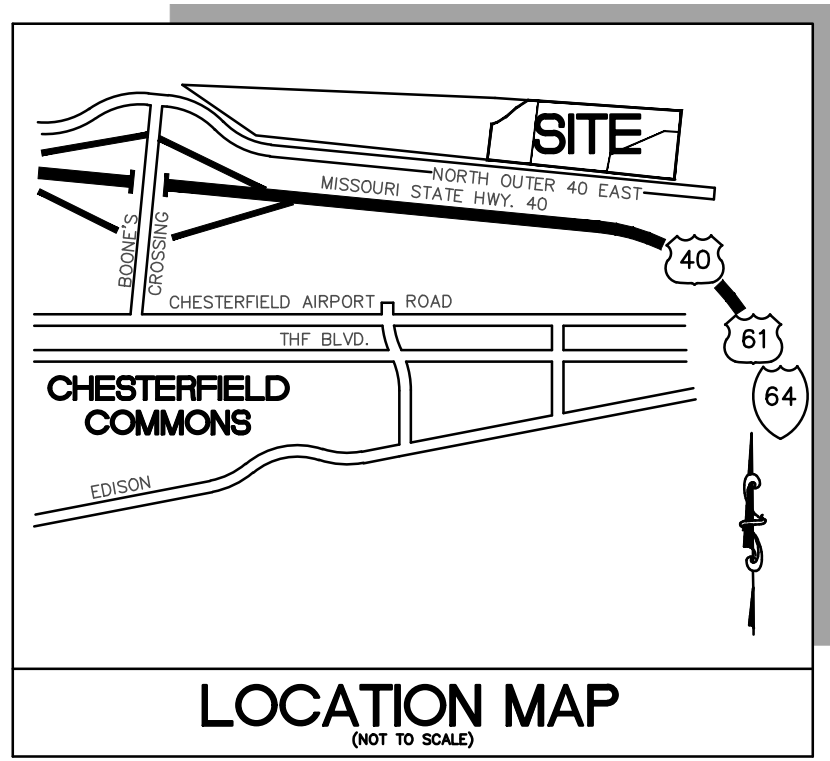
The sanitary sewer contribution within the Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

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.



SHEET INDEX
C1.0 - PRELIMINARY PLAN
C2.0 - SECTION A - A

PREPARED FOR:
SUMMIT DEVELOPMENT GROUP
ATTN: SCOTT "MURPH" REESE
101 S HANLEY RD, SUITE 1400
CLAYTON, MO 63105
(314) 584-6222

LOT A
A tract of land being part of a larger tract as conveyed to Summit Ice Center Investors, Inc by instrument recorded in Book 14970, Page 648 of the St. Louis County Records, located in US 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:
Commencing at the southeast corner of Valley Gates Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 356, Page 688 said point also being located on the north right-of-way line of North Outer 40 Road, variable width; 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 courses and distances: along said curve with an arc length of 225.28 feet and a chord which bears North 82 degrees 36 minutes 02 seconds West, 225.22 feet to a point of tangency and North 84 degrees 42 minutes 48 seconds West, 115.48 feet to the POINT OF BEGINNING of the herein described tract, continuing along said right-of-way line, North 84 degrees 42 minutes 48 seconds West, 348.57 feet, to the southwest corner of above said Summit Ice Center Investors, Inc tract, thence along the west and northwestern lines of said Summit Ice Center Investors, Inc tract, the following courses and distances: North 01 degrees 00 minutes 34 seconds East, 288.84 feet; North 66 degrees 16 minutes 29 seconds East, 42.59 feet; North 02 degrees 19 minutes 28 seconds East, 83.69 feet; North 42 degrees 59 minutes 54 seconds East, 119.08 feet; North 38 degrees 04 minutes 43 seconds East, 130.29 feet and North 49 degrees 55 minutes 27 seconds East, 115.48 feet; thence departing said northwestern line; South 01 degrees 09 minutes 16 seconds West, 653.33 feet to the Point of Beginning, containing 159,929 square feet or 3.671 acres more or less.

LOT B
A tract of land being part of Lots A and B Valley Gates Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 356, Page 688 said point also being located on the north right-of-way line of North Outer 40 Road, variable width; 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 courses and distances: along said curve with an arc length of 225.28 feet and a chord which bears North 82 degrees 36 minutes 02 seconds West, 225.22 feet to a point of tangency and North 84 degrees 42 minutes 48 seconds West, 326.18 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line, North 84 degrees 42 minutes 48 seconds West, 613.21 feet; thence departing said right-of-way line, North 01 degrees 09 minutes 16 seconds East, 653.33 feet to the north line of said Summit Ice Center Investors, Inc tract, thence along the north line of said tract and the north line of above said Valley Gates Subdivision the following courses and distances: North 49 degrees 55 minutes 27 seconds East, 13.03 feet; North 84 degrees 07 minutes 12 seconds East, 44.91 feet; South 87 degrees 36 minutes 16 seconds East, 188.72 feet; South 87 degrees 34 minutes 03 seconds East, 209.17 feet; North 87 degrees 03 minutes 41 seconds East, 352.81 feet; South 89 degrees 14 minutes 33 seconds East, 277.05 feet and South 79 degrees 19 minutes 54 seconds East, 24.29 feet to the northeast corner of said Valley Gates Subdivision; thence along the east line of said subdivision, South 02 degrees 58 minutes 00 seconds East, 331.93 feet; thence departing said east line the following courses and distances: South 87 degrees 04 minutes 12 seconds West, 96.47 feet; thence South 80 degrees 45 minutes 32 seconds West, 476.07 feet and South 05 degrees 12 minutes 54 seconds West, 147.49 feet to the Point of Beginning, containing 642,544 square feet or 14.750 acres more or less.

LOT C
A tract of land being part of Lots A and B Valley Gates Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 356, Page 688 and part of a tract land as conveyed to Summit Ice Center Investors, Inc by instrument recorded in Book 14970, Page 648 both the St. Louis County Records, located in US 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 southeast corner of above said Valley Gates Subdivision, said point also being located on the north right-of-way line of North Outer 40 Road, variable width; 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 courses and distances: along said curve with an arc length of 225.28 feet and a chord which bears North 82 degrees 36 minutes 02 seconds West, 225.22 feet to a point of tangency and North 84 degrees 42 minutes 48 seconds West, 326.18 feet; thence departing said right-of-way line the following courses and distances: North 05 degrees 12 minutes 54 seconds East, 147.49 feet; North 60 degrees 45 minutes 32 seconds East, 476.07 feet and North 87 degrees 04 minutes 12 seconds East, 96.47 feet to the east line of above said Valley Gates Subdivision; thence along said east line, South 02 degrees 58 minutes 00 seconds East, 444.02 feet to the Point of Beginning, containing 165,353 square feet or 3.795 acres more or less.

PRELIMINARY PLAN

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
ZONED PLANNED COMMERCIAL DISTRICT "PC"

CITY OF CHESTERFIELD
PLANNED DISTRICT ORDINANCE
ATTACHMENT B

PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.

PRELIMINARY PLAN FOR:

SUMMIT - TOPGOLF SUBDIVISION

CITY OF CHESTERFIELD, MISSOURI 63005

STATE OF MISSOURI
GEORGE MICHAEL STOCK
NUMBER PB-25116
5/25/18
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:
1. 2018-5-3 CITY COMMENTS
2. 2018-5-25 CITY COMMENTS

DRAWN BY: K.S.G.	CHECKED BY: G.M.S.
DATE: 1/23/2018	JOB NO: 217-6089.3
M.S.D. P. #	BASE MAP #
S.L.C. H&T #	H&T SUP. #
M.D.N.R. #	

SHEET TITLE:
PRELIMINARY PLAN
SHEET NO.:
C1.0

**CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
ZONED PLANNED COMMERCIAL DISTRICT 'PC'**

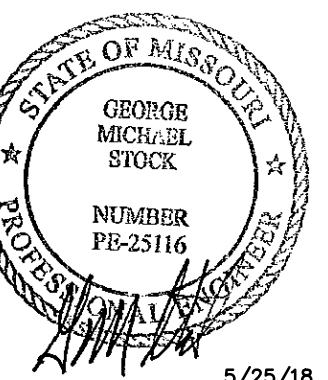
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH. (636)
530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

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SUMMIT - TOPGOLF SUBDIVISION

CITY OF CHESTERFIELD, MISSOURI 63003



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

VISIONS:

- 2018-5-3 CITY COMMENTS

OWN BY: K.S.G.	CHECKED BY: G.M.S.
E: /23/2018	JOB NO: 217-6089.3
D. P. # —	BASE MAP # 17T
C. H&T # —	H&T S.U.P. # —
N.R. # —	

SECTION A - A

ET NO.: C2.0