



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, March 4, 2019
6:00pm**

- I. Planning and Public Works Committee – Chairperson Michelle Ohley-Ward IV**
- A. Bill No. 3229 - Public Street Acceptance – Chesterfield Ridge Center Drive**
An ordinance pertaining to the acceptance of a portion of Chesterfield Ridge Center Drive as a public street in the City of Chesterfield. **(Second Reading) Planning & Public Works Committee recommends approval.**
 - B. Bill No. 3230 - P.Z. 13-2018 Summit-Topgolf (SkyGroup Investments, LLC)**
An ordinance repealing City of Chesterfield Ordinance 3012 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. 13-2018 Summit-Topgolf [Skygroup Investments, LLC] - 17T510063, 17T520105, 17T520116). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
 - C. Forty West Office Building - Sign Package** A request for a Sign Package for a 3.625 acre tract of land located on the north side of North Outer 40 Road approximately 1,300 feet west of its intersection with Timberlake Manor Parkway. **(Voice Vote) Planning Commission recommends approval. Planning & Public Works Committee recommends approval that the sign package adhere to UDC regulations.**
 - D. 18626 Olive Street Rd - P.Z. 05-2014 Time Extension Request** A request for an eighteen (18) month extension of time to submit a Site Development Concept Plan or Site Development Plan for a 2.391 acre tract of land zoned “PI” Planned Industrial District located southeast of the intersection of Olive Street Road and Spirit Valley East Drive (17W510060). **(Voice Vote) Planning & Public Works Committee recommends approval.**
 - E. Next Meeting – March 7 , 2019 (5:45pm)**
- II. Finance and Administration Committee – Chairperson Barbara McGuinness-Ward I**
- III. Parks, Recreation and Arts Committee – Chairperson Dan Hurt-Ward III**
- IV. Public Health and Safety Committee – Chairperson Ben Keathley-Ward II**

V. Report from the City Administrator & Other Items Requiring Action by City Council – Mike Geisel

A. Bid Recommendation – Public Works Facility – Structural Repairs for Equipment Storage Building and Material Storage Building

Recommendation to authorize the City Administrator to enter into an Agreement with Total Building Solutions in an amount not to exceed \$90,000. **(Roll Call Vote) Department of Public Works recommends approval.**

B. Bid Recommendation – 2019 Selective Slab Replacement Project, Area A

Recommendation that the City Administrator be authorized to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$1,100,000.00. **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation – 2019 Selective Slab Replacement, Area B

Recommendation that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction in an amount not to exceed \$1,050,000.00. **(Roll Call Vote) Department of Public Works recommends approval.**

D. Bid Recommendation – 2019 Selective Slab Replacement, Area C

Recommendation that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction in an amount not to exceed \$300,000.00. **(Roll Call Vote) Department of Public Works recommends approval.**

VI. Other Legislation

A. Proposed Resolution – City County Merger

A Resolution expressing opposition to the initiative petition (2020-042) regarding a proposed constitutional amendment to the constitution of the State of Missouri, Article VI and expressing support for a petition providing for the board of freeholders/electors

B. Bill No. 3234 - Fienup Farms - Record Plat 1

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 1, a 46.34 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

C. Bill No. 3235 - Fienup Farms - Record Plat 2

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 2, a 4.54 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

D. Bill No. 3236 - Fienup Farms - Record Plat 3 An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 3, a 58.50 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

E. Bill No. 3237 - Fienup Farms - Record Plat 4 An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 4, a 13.96 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

F. Bill No. 3238 - Fienup Farms - Record Plat 5 An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 5, a 10.88 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

G. Bill No. 3239 - Fienup Farms - Record Plat 6 An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 6, a 23.03 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

H. Bill No. 3240 - Fienup Farms – Fire Hydrants Approves the installation of thirty-three (33) fire hydrants at Fienup Farms located within the City of Chesterfield. **(First & Second Readings) Department of Public Works recommends approval.**

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.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE HASS AT (636) 537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 4, 2019
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – February 20, 2019
- VI. INTRODUCTORY REMARKS (items not requiring action by City Council)** – Mayor Bob Nation
 - A. Wednesday, March 6, 2019** – Public Health and Safety (5:30 pm)
 - B. Thursday, March 7, 2019** – Planning and Public Works (5:45 pm)
 - C. Monday, March 11, 2019** – Planning Commission (7pm)
 - D. Monday, March 18, 2019** – Next City Council Meeting (7pm)
- VII. COMMUNICATIONS AND PETITIONS**
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. STANDING COMMITTEE OF COUNCIL COMMITTEE REPORTS & ASSOCIATED LEGISLATION

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

- 1. Bill No. 3229 - Public Street Acceptance – Chesterfield Ridge Center Drive** An ordinance pertaining to the acceptance of a portion of Chesterfield Ridge Center Drive as a public street in the City of Chesterfield. **(Second Reading) Planning & Public Works Committee recommends approval.**
- 2. Bill No. 3230 - P.Z. 13-2018 Summit-Topgolf (SkyGroup Investments, LLC)** An ordinance repealing City of Chesterfield Ordinance 3012 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. 13-2018 Summit-Topgolf [Skygroup Investments, LLC] - 17T510063, 17T520105, 17T520116). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 3. Forty West Office Building - Sign Package** A request for a Sign Package for a 3.625 acre tract of land located on the north side of North Outer 40 Road approximately 1,300 feet west of its intersection with Timberlake Manor Parkway. **(Voice Vote) Planning Commission recommends approval. Planning & Public Works Committee recommends approval that the sign package adhere to UDC regulations.**
- 4. 18626 Olive Street Rd - P.Z. 05-2014 Time Extension Request** A request for an eighteen (18) month extension of time to submit a Site Development Concept Plan or Site Development Plan for a 2.391 acre tract of land zoned “PI” Planned Industrial District located southeast of the intersection of Olive Street Road and Spirit Valley East Drive (17W510060). **(Voice Vote) Planning & Public Works Committee recommends approval.**
- 5. Next Meeting – March 7, 2019 (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 & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL – Mike Geisel

A. Bid Recommendation – Public Works Facility – Structural Repairs for Equipment Storage Building and Material Storage Building

Recommendation to authorize the City Administrator to enter into an Agreement with Total Building Solutions in an amount not to exceed \$90,000. **(Roll Call Vote) Department of Public Works recommends approval.**

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Recommendation that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction in an amount not to exceed \$1,050,000.00. **(Roll Call Vote) Department of Public Works recommends approval.**

D. Bid Recommendation – 2019 Selective Slab Replacement, Area C

Recommendation that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction in an amount not to exceed \$300,000.00. **(Roll Call Vote) Department of Public Works recommends approval.**

XI. OTHER LEGISLATION

A. Proposed Resolution – City County Merger A Resolution expressing opposition to the initiative petition (2020-042) regarding a proposed constitutional amendment to the constitution of the State of Missouri, Article VI and expressing support for a petition providing for the board of freeholders/electors

B. Bill No. 3234 - Fienup Farms - Record Plat 1 An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 1, a 46.34 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

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XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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AGENDA REVIEW – Monday 3/4/2019 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 pm, on Monday, March 4, 2019.**

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



RECORD OF PROCEEDING

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

FEBRUARY 20, 2019

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

ABSENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Ben Keathley
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Michelle Ohley

APPROVAL OF MINUTES

The minutes of the February 4, 2019 City Council meeting were submitted for approval. Councilmember Flachsbart made a motion, seconded by Councilmember Keathley, to approve the February 4, 2019 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

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

COMMUNICATIONS AND PETITIONS

There were no public speakers.

APPOINTMENTS

Mayor Nation nominated Mr. Stuart Lindley for appointment to the Board of Adjustment to fill an “Alternate” position. Councilmember Ohley made a motion, seconded by Councilmember DeCampi, to approve the Mayor’s appointment of Mr. Stuart Lindley to the Board of Adjustment for a term of five years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3229 Pertains to the acceptance of a portion of Chesterfield Ridge Center Drive as a public street in the City of Chesterfield **(First Reading)**
Planning & Public Works Committee recommends approval

Councilmember Michelle Ohley, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3229. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3229 was read for the first time.

Bill No. 3230 Repeals City of Chesterfield Ordinance 3012 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. 13-2018 Summit-Topgolf [Skygroup Investments, LLC] - 17T510063, 17T520105, 17T520116) **(First Reading)** **Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember DeCampi, for the first reading of Bill No. 3230. A voice vote was taken with an affirmative result (Councilmember Mastorakos voted “No”) and the motion was declared passed. Bill No. 3230 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember DeCampi, to approve the Site Development Concept Plan, Landscape Concept Plan, Signage Concept Plan, and Lighting Fixture Concept Plan for Downtown Chesterfield (Category C), SDCP. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Ohley made a motion, seconded by Councilmember DeCampi, to approve the Site Development Section Plan, Landscape Plan, Lighting Plan, Architectural Elevations and Architect's Statement of Design for Downtown Chesterfield Category C, Lot A (WildHorse) SDSP. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Ohley announced that the next meeting of this Committee is scheduled for Thursday, February 21, at 5:45 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, announced that the next meeting of this Committee, scheduled for Monday, February 25 at 5:30 p.m., has been canceled.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Vice-Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Flachsbart, to authorize the City Administrator to execute a lease of the sculpture "Dashes" from Jessie Cargas in conjunction with the Creative Art Alliance program, as well as the second sculpture, "Granny's Garden". Councilmember Mastorakos also noted that the Parks, Recreation and Arts Committee had directed staff to contact the artist and attempt to obtain the sculpture in a larger, 12-foot format.

Councilmember McGuinness made a motion, seconded by Councilmember Ohley, to amend the main motion by requesting that the color and texture of "Dashes" be royal blue polyurethane coating (as seen on the "Arches" piece). A voice vote was taken on the motion to amend with a unanimous affirmative result and the motion to amend was declared passed.

A roll call vote was taken on the main motion as amended, with the following results: Ayes – Ohley, Flachsbart, Hurt, Keathley, DeCampi, Mastorakos, McGuinness and Moore. Nays – None. Whereupon Mayor Nation declared the motion, as amended, passed.

Public Health & Safety Committee

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, reminded attendees of the Opioid Summit scheduled for Wednesday, February 27 at 6:30 p.m.

Councilmember Keathley announced that the next meeting of this Committee is scheduled for Wednesday, March 6 at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2019 Construction and Inspection Services related to the 2019 Capital Construction Program. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for Staff to execute a contract with SCI Engineering Incorporated in an amount not to exceed \$100,000. This project is a budgeted item, fully funded by the Capital Improvements Fund. Councilmember Flachsbart made a motion, seconded by Councilmember Ohley, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Keathley, Ohley, Hurt, Flachsbart, McGuinness and DeCampi. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

Bill No. 3231	Provides for the approval of a Boundary Adjustment Plat for seven tracts totaling 10.78 acres, with all tracts zoned “PC&R” Planned Commercial and Residence District within Category C of Downtown Chesterfield (18S430248, 18T640095, 18T640204, 18T640215, 18T640303, 18T640314, 18T640325) (First & Second Readings) Department of Planning & Development Services recommends approval
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Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3231. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3231 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3231. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3231 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3231 with the following results: Ayes – McGuinness, Hurt, Mastorakos, Moore, Ohley, DeCampi, Keathley and Flachsbart. Nays – None. Whereupon Mayor Nation declared Bill No. 3231 approved, passed it and it became **ORDINANCE NO. 3035**.

Bill No. 3232 Vacates right-of-way located within Category C of the Downtown Chesterfield subdivision recorded in Book 354, Page 865 and 866 of the St. Louis County records, located in U.S. Surveys 123 and 2031, Township 45 North, Range 4 East City of Chesterfield, St. Louis County, Missouri **(First & Second Readings) Department of Planning & Development Services recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3232. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3232 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3232. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3232 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3232 with the following results: Ayes – Keathley, Moore, Hurt, Mastorakos, Flachsbart, McGuinness, DeCampi and Ohley. Nays – None. Whereupon Mayor Nation declared Bill No. 3232 approved, passed it and it became **ORDINANCE NO. 3036**.

Bill No. 3233 Provides for the approval of a Boundary Adjustment Plat for Adjusted Lot BB and Lot C of Wild Horse Heights to create a 3.922 acre tract of land and a 5.00 acre tract of land, zoned “NU” Non-Urban District, and located on the north side of Wild Horse Creek Road across from Wardenburg Farms Drive (19W630182, 19W640169) **(First & Second Readings) Department of Planning & Development Services recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3233. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3233 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3233. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3233 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3233 with the following results: Ayes – Ohley, Keathley, Mastorakos, Moore, Flachsbart, McGuinness, Hurt and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3233 approved, passed it and it became **ORDINANCE NO. 3037**.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:34 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

- A. Wednesday, March 6, 2019** – Public Health and Safety (5:30 pm)
- B. Thursday, March 7, 2019** – Planning and Public Works (5:45 pm)
- C. Monday, March 11, 2019** – Planning Commission (7pm)
- D. Monday, March 18, 2019** – Next City Council Meeting (7pm)

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Ohley

Vice Chair: Councilmember Hurt

The Planning and Public Works Committee has the following action items for the March 4, 2019 City Council meeting.

Bill No. 3229 - Public Street Acceptance – Chesterfield Ridge Center Drive

An ordinance pertaining to the acceptance of a portion of Chesterfield Ridge Center Drive as a public street in the City of Chesterfield.

(Second Reading) Planning & Public Works Committee recommends approval.

Bill No. 3230 - P.Z. 13-2018 Summit-Topgolf (SkyGroup Investments, LLC)

An ordinance repealing City of Chesterfield Ordinance 3012 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. 13-2018 Summit-Topgolf [Skygroup Investments, LLC] - 17T510063, 17T520105, 17T520116).

(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

Forty West Office Building - Sign Package

A request for a Sign Package for a 3.625 acre tract of land located on the north side of North Outer 40 Road approximately 1,300 feet west of its intersection with Timberlake Manor Parkway.

(Voice Vote) Planning Commission recommends approval. Planning & Public Works Committee recommends approval that the sign package adhere to UDC regulations.

18626 Olive Street Rd - P.Z. 05-2014 Time Extension Request

A request for an eighteen (18) month extension of time to submit a Site Development Concept Plan or Site Development Plan for a 2.391 acre tract of land zoned “PI” Planned Industrial District located southeast of the intersection of Olive Street Road and Spirit Valley East Drive (17W510060).

(Voice Vote) Planning & Public Works Committee recommends approval.

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, March 7, 2019 at 5:45 pm.

If you have any questions, please contact Director of Public Works/City Engineer Jim Eckrich, Director of Planning and Development Services Justin Wyse, or me prior to Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Jessica Henry, Assistant City Planner *jh*

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, February 21, 2019



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, February 21, 2019 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: Planning Commission Chair Merrell Hansen; Jessica Henry, Assistant City Planner; Andrew Stanislav, Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:47 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the February 7, 2019 Committee Meeting Summary

Councilmember Flachsbart made a motion to approve the Meeting Summary of February 7, 2019. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 4-0.

II. UNFINISHED BUSINESS - None

III. NEW BUSINESS

- A. **POWER OF REVIEW - Forty West Office Building, Sign Package:** A request for a Sign Package for a 3.625 acre tract of land located on the north side of North Outer 40 Road approximately 1,300 feet west of its intersection with Timberlake Manor Parkway. (Ward 2)

STAFF REPORT

Andrew Stanislav, Planner, presented the request for a sign package for the Forty West Office Building. The sign package was considered at the February 11, 2019 Planning Commission meeting. A motion was made to approve this sign package with a condition to limit the sign on the eastern façade to not more than 150 square feet. The motion passed by a vote of 5-3. Power of review was called on February 12.

Mr. Stanislav presented a PowerPoint showing an overview of the sign package and depicting the existing and proposed signage for the building. The applicant is proposing to replace the

existing 208 square foot wall sign on the south elevation with a new smaller 150 square foot wall sign at the same location and another 150 square foot wall sign on the south elevation at the opposite end of the building. The proposed wall sign on the eastern elevation was originally proposed for 208 square feet but the Planning Commission reduced the size to 150 square feet. The monument sign along North Outer 40 Road frontage will remain the same size.

DISCUSSION

Councilmember Hurt stated that the Planning Commission discussion was very in-depth and he wanted the Committee to be aware of their debate as it leads to other topics. Councilmember Hurt stated that he concurs with the Commission's decision, however, Chair Hansen had voted against approval.

Councilmember Flachsbart stated that the purpose of a sign package is to encourage superior design, quality and character. The applicant is requesting to expand the number of allowed signs beyond the City's maximum number. He cited the surrounding buildings and stated they have abided by the City's regulations. He stated that he personally is not in favor of the Planning Commission's decision and will vote no.

Councilmember Hurt pointed out that signage is currently allowed on 5% of the surface on the southern side of the building. Two sides of the building have no road exposure. The northern side faces Conway Road, however, he does not think anyone wants signage on that side due to the close proximity of homes, and the eastern side has a drive-in entrance. The south and east sides are the only two sides that have any significance. The request does not exceed the permitted 5% in either case, but the number of signs is exceeded by one on the south elevation. The Planning Commission agreed to two signs at 2.5% versus one sign at 5%.

Councilmember Mastorakos concurred with Councilmember Flachsbart and stated that the existing sign ordinance is fine. She is concerned that by allowing a sign on the east façade will create competition among the existing office buildings along that area as they may also want signage on their eastern and/or western facades. If the City allows two signs on the front of the building, it will be setting a precedent that is legally and aesthetically not in the City's best interest.

Jessica Henry, Assistant City Planner, clarified that the Code allows two signs on two elevations, but the applicant is seeking to have a sign on the east elevation in lieu of the north elevation which has frontage on Conway Road. Additionally, the applicant would like to have two signs on the south or front elevation. The maximum outline area for a sign on the front elevation is 300 square feet. They are proposing to split it and have two signs that are 150 square feet each. One Chesterfield Place does have more than one sign on the south facade as they requested flexibility through their sign package. No other buildings in the area have three signs.

Chair Ohley stated that the Planning Commission voted to allow signage totaling 450 square feet which goes against the UDC. She is opposed to the sign on the east elevation. If the preference is to split the 450 square feet recommended by the Planning Commission between two signs, she suggested making each sign 225 square feet, which is a little larger than the current Boomerang sign. Chair Ohley stated that she does not wish to go completely against the Planning Commission's recommendation.

Merrell Hansen, Planning Commission Chair, stated that there was a very complicated dialogue between the Planning Commission. Ultimately, the majority did feel that the requested number of square feet was acceptable. She personally was opposed to it as she feels that the City should follow the governing ordinance.

Councilmember Flachsbart pointed out that the surrounding buildings have more frontage than the Forty West Building, therefore, they would have a greater need for more than two signs than the Forty West Building. However, if the applicant is allowed two signs, he suggested having one on the front and one on the east.

Ms. Kelly Eisenloeffel, representing the applicant, stated that there have been recent studies related to on-premise signage and how it affects businesses. Signage can increase their revenue, attract employees, and help customers find their business. Also, if a tenant is leasing a significant amount of space in one building, it is a reason for charging them a higher rate to rent space in the building. Before making a decision, she urged the Committee to consider the overall effect on the business owners, as well as the building owners.

Chair Ohley stated that while she appreciates Ms. Eisenloeffel's point of view, the Committee is governed by the City's UDC. There can be exceptions, but the Committee must take into consideration how those exceptions will be viewed by current and future building owners, as well as how those exceptions will be perceived in the future.

Councilmember Flachsbart made a motion to adhere to the conditions of the Unified Development Code and not set a precedent for change.

Discussion after the Motion

Councilmember Flachsbart stated that if the applicant were to propose two smaller signs on the front and none on the side, as there is already a precedent for that, then the Committee could have another discussion. He felt that two 250 sq. ft. signs makes sense logically.

Councilmember Hurt stated that he will not vote in favor of the motion as he was in favor of the Planning Commission's decision. He is more concerned with the square foot area than the number of signs.

The above motion was seconded by Councilmember Mastorakos and passed by a voice vote of 3-1 with Councilmember Hurt voting nay.

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on the Forty West Office Building Sign Package.]

- B. 18626 Olive Street Rd (P.Z. 05-2014 Time Extension Request):** A request for an eighteen (18) month extension of time to submit a Site Development Concept Plan or Site Development Plan for a 2.391 acre tract of land zoned "PI" Planned Industrial District located southeast of the intersection of Olive Street Road and Spirit Valley East Drive (17W510060). (Ward 4)

STAFF REPORT

Andrew Stanislav, Planner, presented the request for an 18-month time extension for a submittal of a Site Development Concept Plan or Site Development Plan for a site at 18626 Olive Street Road. The site was rezoned from an "NU" to a "PI" district in September of 2014. Since that time, Chesterfield Blue Valley has requested two other extensions, so this is the third 18-month extension. The last extension was approved by City Council on August 21, 2017. The current time period requirement expires on March 15, 2019. The developer has stated that marketing

efforts have failed to secure a buyer for this property and they hope to continue this effort with this time extension.

Councilmember Hurt made a motion to forward 18626 Olive Street Road (P.Z. 05-2014 Time Extension Request) to City Council with a recommendation to approve.

Discussion after the Motion

Since this is the third time extension request, Chair Ohley asked if there was a maximum number of times that an extension could be granted. Jessica Henry, Assistant City Planner, stated that there is no maximum. Chair Ohley expressed her objection to allowing an unlimited number of time extensions. She believes there needs to be a cap on the number of times that an extension can be granted.

Councilmember Flachsbart stated that he feels that a development should be completed within 18 months or perhaps within an additional 18-months, but not a third time extension. He too believes there should be a limit on the number of time extensions allowed, and that this third extension should be the last for this particular property.

There was some discussion regarding the consequences of not approving the time extension. Jessica Henry, Assistant City Planner, stated that if the time extension were denied, Staff would initiate a rezoning. The zoning could not go back to “NU” because that is an inactive district. However, Chesterfield typically does not rezone property that does not belong to the City. This property would remain “PI” as zoning cannot expire or automatically revert; it can only be changed through the proper process. Zoning is a legislative action that cannot be accomplished except through the legislative process. The City would have to initiate the petition or the property owner could initiate the process. If the City initiates the change in zoning, it does not necessarily mean that the property will suddenly develop as it will not change the market conditions or the reasons why the property has not been developed. While it is contentious to force a rezoning that the City does not hold a legal interest in, it can be done. Ms. Henry then explained the original intent of including time extension language in site specific ordinances.

The above motion was seconded by Councilmember Mastorakos and passed by a voice vote of 4-0.

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on 18626 Olive Street Road (P.Z. 05-2014 Time Extension Request).]

IV. OTHER

Planning Commission Chair Merrell Hansen reminded the Committee that the deadline for “On the Table” discussions is March 6 and she encouraged the Council to continue scheduling meetings and stressed the importance of capturing notes from those meetings.

V. ADJOURNMENT

The meeting adjourned at 6:36 p.m.

BILL NO. 3229

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF A PORTION OF CHESTERFIELD RIDGE CENTER DRIVE AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD

WHEREAS, in 2018 the City of Chesterfield approved a First Amendment to the Agreement Regarding the Contribution of Land to the City of Chesterfield, Missouri for its Parks and Trails System (Amendment) with Chesterfield Village Incorporated (CVI); and

WHEREAS, approval of the Amendment included the conversion of a portion of Chesterfield Ridge Center Drive from a private road to a public road, conditioned upon CVI constructing certain improvements to the bridge; and

WHEREAS, the required improvements to the Chesterfield Ridge Center Drive bridge have been constructed; and those improvements have been determined to meet City standards by the City Engineer.

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

Section 1. The following street is hereby accepted by the City of Chesterfield for future care and maintenance:

Chesterfield Ridge Center Drive

Approximately 820 feet; from
Interstate 64 to eastern limit of bridge.
Book 347, Page 629

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

[FIRST READING HELD: 02/20/2019]

EXHIBIT A-15

BRIDGE PROPERTY

Tract 1 - West Part (North Outer 40 Rd. to Bridge)

A tract of land being part of Lots C302A and C302B of "Chesterfield Village Northwest Quadrant Ridge Center Tract", a subdivision according to the plat thereof record in Plat Book 347 page 629 of the St. Louis County Records, in U.S. Survey 415, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as:

Commencing at a point in the West line of Swingley Ridge Road, 31 feet wide, being the Southeast corner of said Lot C302A, said point being also the Easternmost corner of Lot C302B of said "Chesterfield Village Northwest Quadrant Ridge Center Tract"; thence Northwardly along said West line of Swingley Ridge Road, 31 feet wide, North 19 degrees 49 minutes 16 seconds East 31.19 feet to the ACTUAL POINT OF BEGINNING; thence leaving said West line, North 52 degrees 10 minutes 55 seconds West 52.14 feet to a point; thence South 38 degrees 01 minute 59 seconds West 33.43 feet to a point; thence North 53 degrees 39 minutes 13 seconds West 2.45 feet to a point; thence North 52 degrees 08 minutes 50 seconds West 15.03 feet to a point; thence North 37 degrees 07 minutes 37 seconds East 2.86 feet to a point in the Northeast line of said Lot C302B, being also the Southwest line of said Lot C302A; thence Northwestwardly and Westwardly along the line dividing said Lots C302A and C302B the following courses and distances: North 52 degrees 52 minutes 23 seconds West 29.95 feet, along a curve to the left whose radius point bears South 37 degrees 07 minutes 37 seconds West 233.17 feet from the last mentioned point, a distance of 291.62 feet, along a curve to the right whose radius point bears North 34 degrees 31 minutes 53 seconds West 261.58 feet from the last mentioned point, a distance of 67.32 feet and South 70 degrees 12 minutes 47 seconds West 26.79 feet to a point in the East right of way line of Interstate Highway 64, variable width; thence Northwardly along said East right of way line, North 16 degrees 38 minutes 54 seconds West 32.05 feet to a point; thence leaving said East right of way line, North 70 degrees 12 minutes 48 seconds East 25.03 feet to a point; thence along a curve to the left whose radius point bears North 19 degrees 47 minutes 11 seconds West 229.58 feet from the last mentioned point, a distance of 59.08 feet to a point; thence along a curve to the right whose radius point bears South 34 degrees 31 minutes 53 seconds East 265.17 feet from the last mentioned point, a distance of 331.64 feet to a point; thence South 52 degrees 52 minutes 23 seconds East 99.40 feet to a point in the aforementioned West line of Swingley Ridge Road, 31 feet wide; thence Southwardly along said West line, South 19 degrees 49 minutes 16 seconds West 2.33 feet to the point of beginning and containing 0.333 acres according to calculations by Volz Incorporated on July 25, 2018.

Tract 2 - Elevated Bridge Tract

That part of Lots C302A and C302B of "Chesterfield Village Northwest Quadrant Ridge Center Tract", a subdivision according to the plat thereof recorded in Plat Book 347 page 629 of the St. Louis County Records, that part of Swingley Ridge Road, 31 feet wide and that part of Lot 11 of the Subdivision of the West Part of U.S. Survey 415, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri, lying above the following described surface:

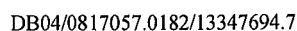
Commencing at the intersection of the Southwest line of "Phase 2 Chesterfield Village Apartments", a subdivision according to the plat thereof recorded in Plat Book 243 pages 99 and 100 of the St. Louis County Records with the East line of Swingley Ridge Road, 31 feet wide; thence Southwardly along said East line of Swingley Ridge Road, 31 feet wide, South 19 degrees 49 minutes 16 seconds West 33.27 feet to a point at elevation 583.65 NAVD88(SLC2011a) datum, and being the ACTUAL POINT OF BEGINNING; thence South 52 degrees 10 minutes 55 seconds East 13.68 feet and descending to a point at elevation 583.48; thence South 52 degrees 10 minutes 55 seconds East 9.88 feet and descending to a point at elevation 583.39; thence South 52 degrees 10 minutes 55 seconds East 36.16 feet and descending to a point at elevation 583.03; thence South 52 degrees 10 minutes 55 seconds East 13.87 feet and descending to a point at elevation 582.88; thence South 52 degrees 10 minutes 55 seconds East 52.45 feet and descending to a point at elevation 581.94; thence South 52 degrees 10 minutes 55 seconds East 9.74 feet and descending to a point at elevation 581.77; thence South 52 degrees 10 minutes 55 seconds East 50.32 feet and descending to a point at elevation 580.05; thence South 52 degrees 10 minutes 55 seconds East 9.93 feet and descending to a point at elevation 579.66; thence South 52 degrees 10 minutes 55 seconds East 37.65 feet and descending to a point at elevation 578.25; thence South 37 degrees 41 minutes 50 seconds West 27.68 feet and descending to a point at elevation 578.18; thence North 52 degrees 12 minutes 14 seconds West 37.73 feet and ascending to a point at elevation 579.67; thence North 52 degrees 12 minutes 14 seconds West 9.86 feet and ascending to a point at elevation 580.04; thence North 52 degrees 12 minutes 14 seconds West 50.21 feet and ascending to a point at elevation 581.77; thence North 52 degrees 12 minutes 14 seconds West 9.94 feet and ascending to a point at elevation 581.99; thence North 52 degrees 12 minutes 14 seconds West 16.88 feet and ascending to a point at elevation 582.33; thence along a curve to the left whose radius point bears South 37 degrees 47 minutes 46 seconds West 14.74 feet from the last mentioned point, a distance of 13.10 feet and ascending to a point at elevation 582.58; thence North 52 degrees 15 minutes 40 seconds West 13.48 feet and ascending to a point at elevation 582.84; thence North 52 degrees 15 minutes 40 seconds West 13.75 feet and ascending to a point at elevation 582.96; thence North 52 degrees 15 minutes 40 seconds West 46.95 feet and ascending to a point at elevation 583.40; thence North 52 degrees 15 minutes 40 seconds West 9.88 feet and ascending to a point at elevation 583.42; thence North 52 degrees 15 minutes 40 seconds West 50.51 feet and ascending to a point at elevation 584.03; thence North 52 degrees 15 minutes 40 seconds West 9.60 feet and ascending to a point at elevation 584.05; thence North 52 degrees 15 minutes 40 seconds West 38.37 feet and ascending to a point at elevation 584.53; thence North 38 degrees 01 minute 59 seconds East 33.43 feet and ascending to a point at elevation 584.54; thence South 52 degrees 10 minutes 55 seconds East 38.17 feet and descending to a point at elevation 584.09; thence South 52 degrees 10 minutes 55 seconds East 10.05 feet to a point at elevation 584.09; thence South 52 degrees 10 minutes 55 seconds East 36.52 feet and descending to a point at elevation 583.65 to the point of beginning and containing 0.226 acres according to calculations by Volz Incorporated on July 24, 2018.

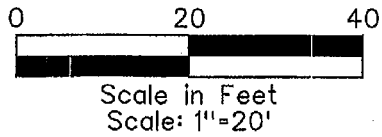
Tract 3 - Non-Elevated Bridge Tract (Southeast End of Bridge)

A tract of land being part of Lot 11 of the Subdivision of the West Part of U.S. Survey 415, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as;

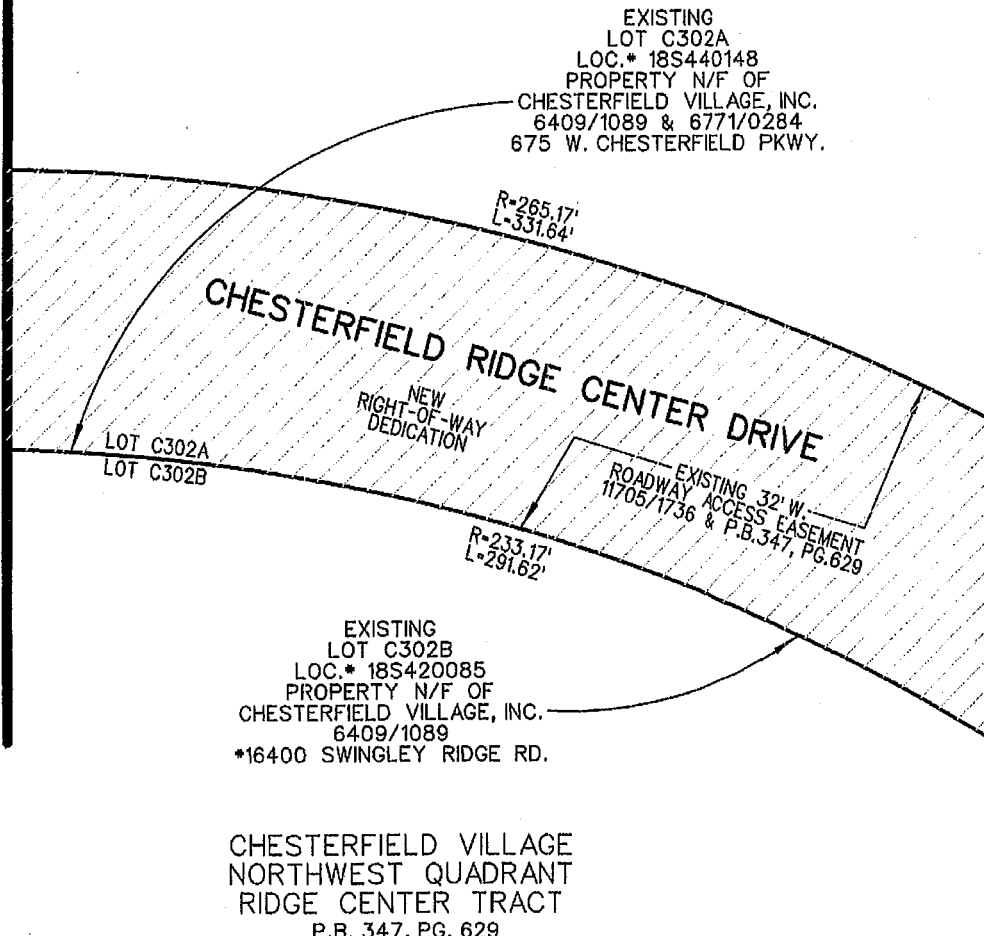
Commencing at the intersection of the Southwest line of "Phase 2 Chesterfield Village Apartments", a subdivision according to the plat thereof recorded in Plat Book 243 pages 99 and 100 of the St. Louis

County Records, with the East line of Swingley Ridge Road, 31 feet wide; thence Southeastwardly along the Southwest line of said "Phase 2 Chesterfield Village Apartments", South 50 degrees 11 minutes 22 seconds East 261.27 feet to a point; thence leaving said Southwest line, South 37 degrees 13 minutes 18 seconds West 23.43 feet to the intersection of the back of the Northeastern concrete curb of Chesterfield Ridge Center Drive with the Southeastern edge of the concrete pavement (hereof, and being the ACTUAL POINT OF BEGINNING; thence Southwestwardly, through said concrete curb and along the Southeast edge of said concrete pavement, being also the Northwest edge of the asphalt pavement, South 37 degrees 13 minutes 18 seconds West 25.98 feet to an angle point in said pavement; thence Westwardly along a South line of said concrete pavement, being also a North line of said asphalt pavement and the Westward prolongation thereof, South 72 degrees 42 minutes 00 seconds West 2.74 feet to a point in the back of a Southwestern concrete curb of said Chesterfield Ridge Center Drive; thence Northwestwardly along the back of said concrete curb, along a curve to the left whose radius point bears South 75 degrees 15 minutes 48 seconds West 9.63 feet from the last mentioned point, a distance of 5.90 feet and North 52 degrees 12 minutes 13 seconds West 0.92 feet to a point; thence leaving said curb, South 37 degrees 47 minutes 46 seconds West 3.20 feet to a point; thence North 52 degrees 12 minutes 14 seconds West 11.13 feet to a point; thence North 38 degrees 24 minutes 20 seconds East 2.65 feet to a point; thence South 52 degrees 12 minutes 14 seconds East 1.42 feet to a point; thence North 37 degrees 41 minutes 50 seconds East 27.68 feet to a point; thence North 52 degrees 10 minutes 55 seconds West 1.67 feet to a point; thence North 37 degrees 31 minutes 26 seconds East 4.13 feet to a point; thence South 52 degrees 10 minutes 55 seconds East 7.90 feet to a point; thence South 37 degrees 49 minutes 05 seconds West 4.13 feet to a point; thence South 52 degrees 10 minutes 55 seconds East 3.26 feet to a point; thence South 39 degrees 11 minutes 05 seconds West 0.87 feet to a point in the back of the aforesaid Northeastern concrete curb of Chesterfield Ridge Center Drive; thence Southeastwardly along the back of said Northeastern concrete curb, South 52 degrees 11 minutes 12 seconds East 7.96 feet to the point of beginning and containing 0.012 acres according to calculations by Volz Incorporated on August 6, 2018.





MATCHLINE - SEE SHEET 3 OF 4

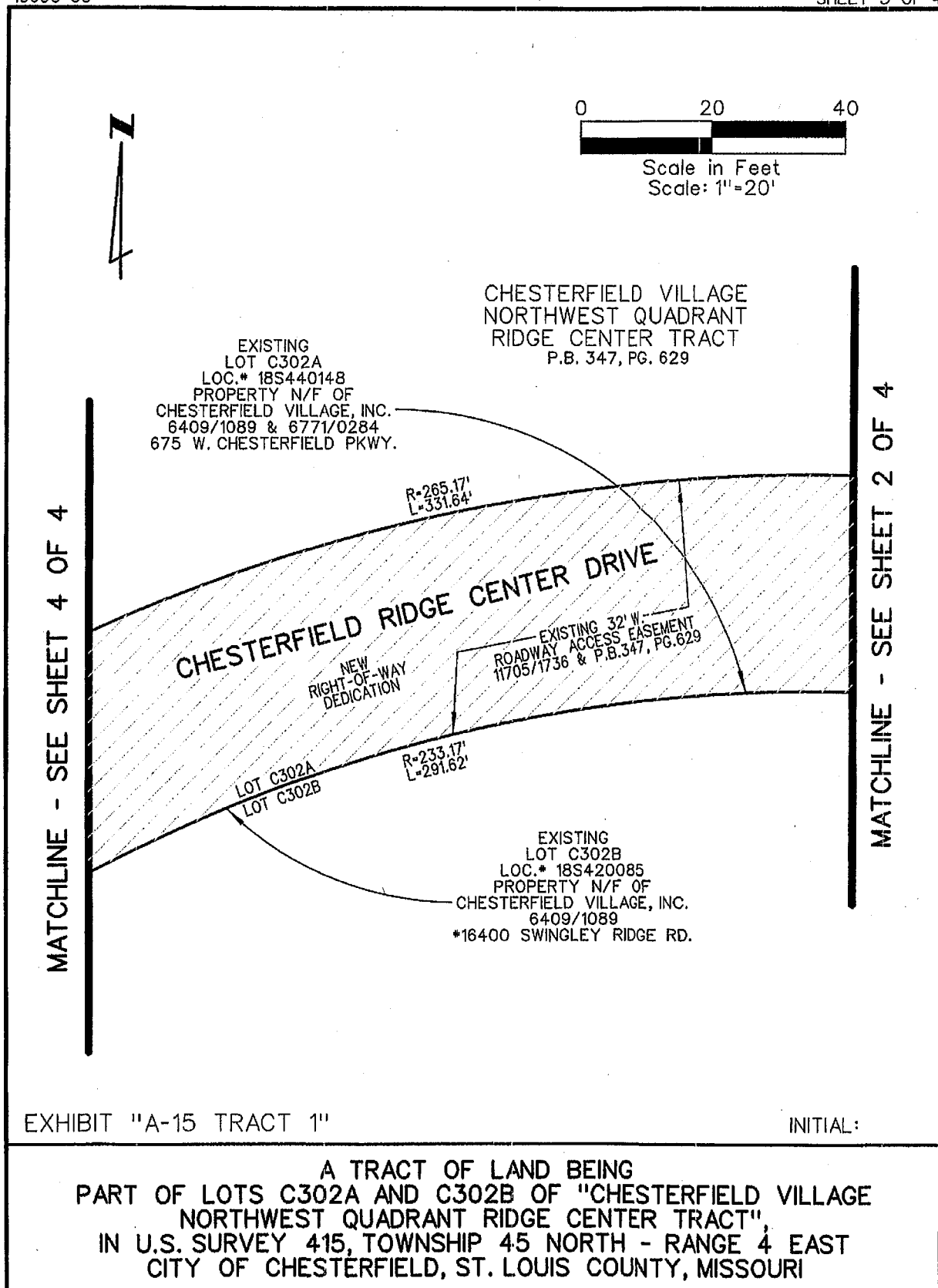


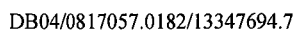
MATCHLINE - SEE SHEET 1 OF 4

EXHIBIT "A-15 TRACT 1"

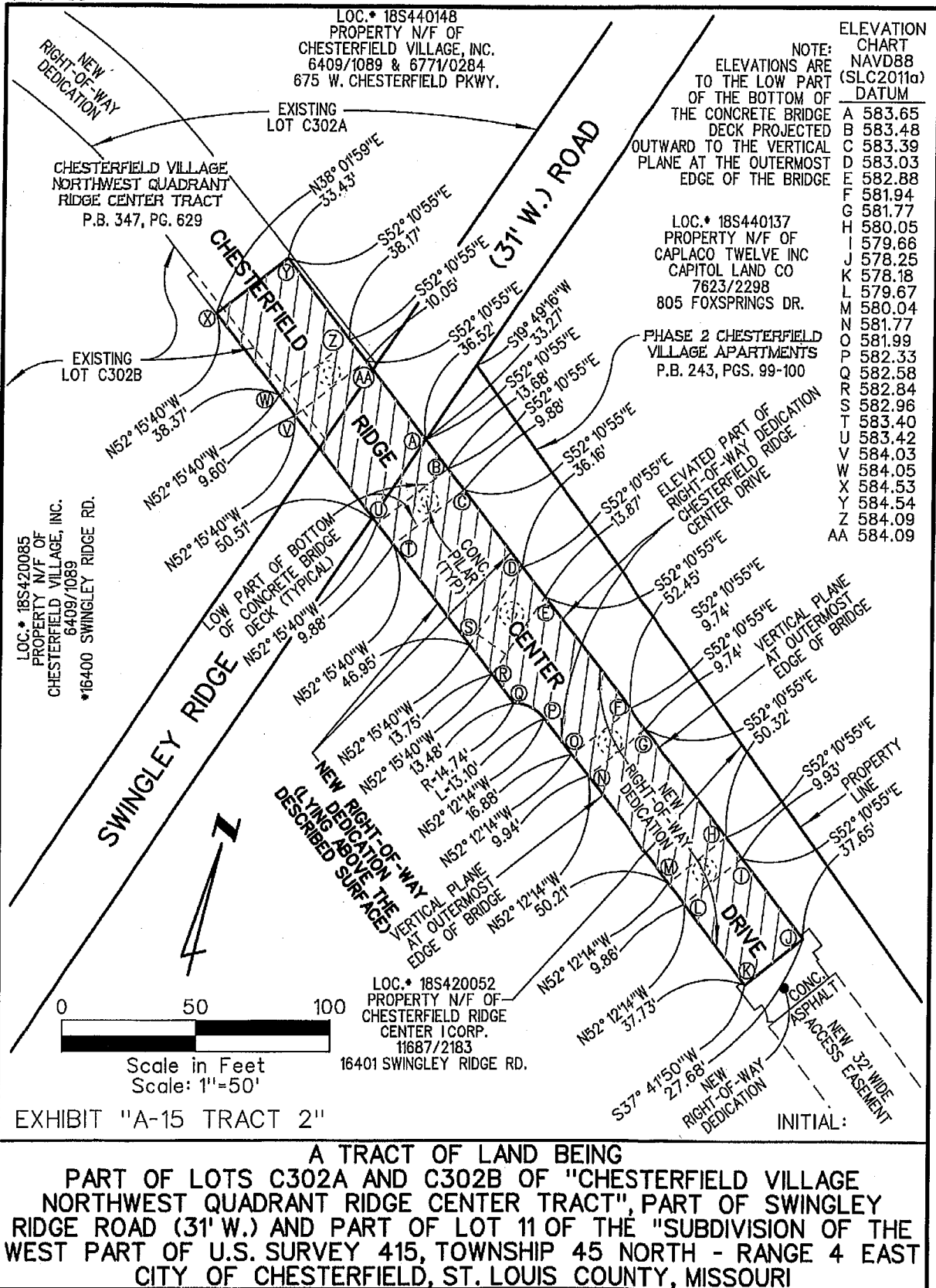
INITIAL:

A TRACT OF LAND BEING
PART OF LOTS C302A AND C302B OF "CHESTERFIELD VILLAGE
NORTHWEST QUADRANT RIDGE CENTER TRACT",
IN U.S. SURVEY 415, TOWNSHIP 45 NORTH - RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI





CHESTERFIELD RIDGE CENTER DRIVE
10600-00



CHESTERFIELD RIDGE CENTER DRIVE
10600-00

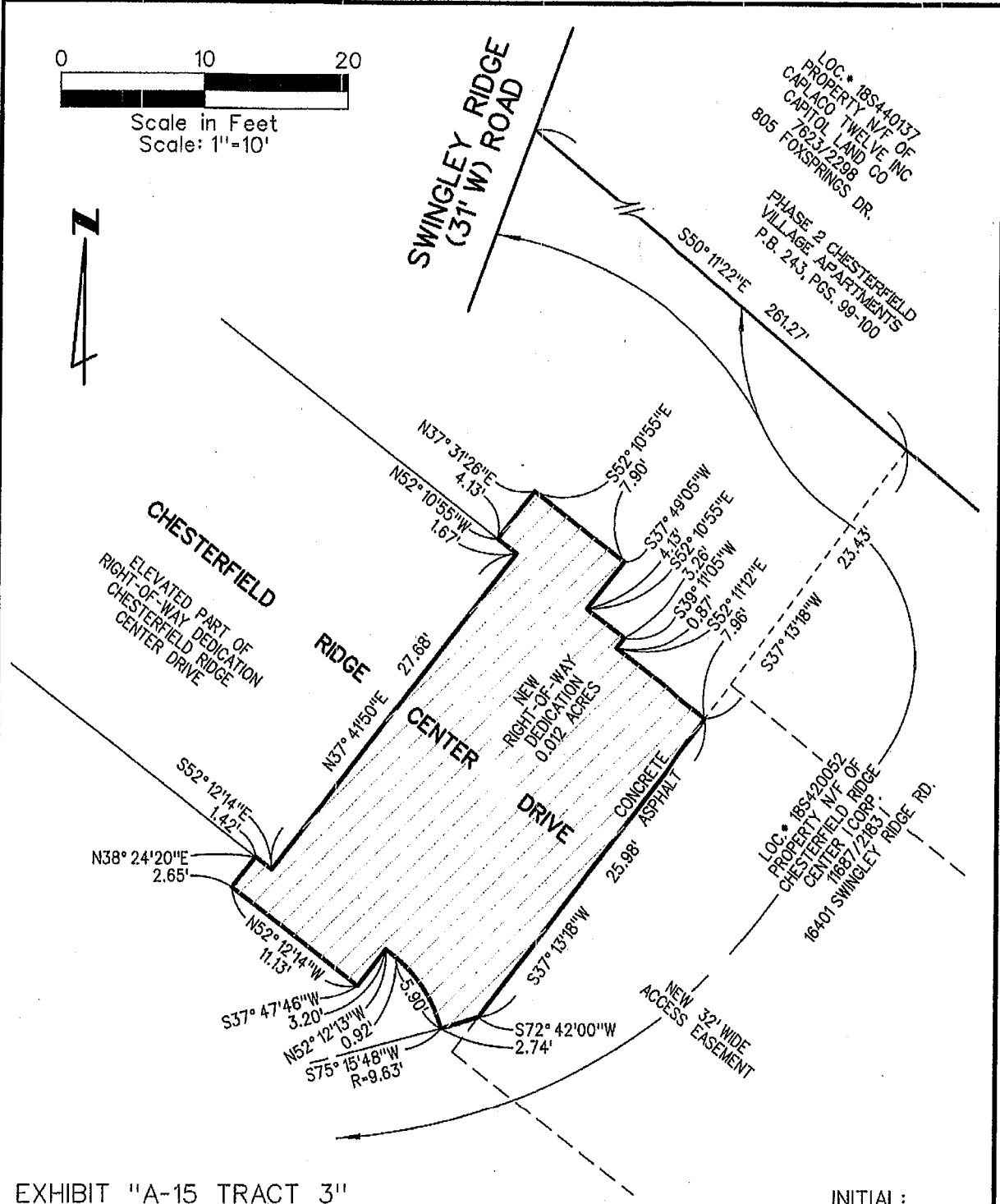
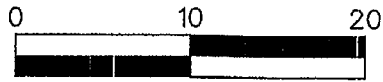


EXHIBIT "A-15 TRACT 3"

INITIAL:

A TRACT OF LAND BEING
PART OF LOT 11 OF THE "SUBDIVISION OF THE
WEST PART OF U.S. SURVEY 415, TOWNSHIP 45 NORTH - RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE 3012 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. 13-2018 SUMMIT-TOPGOLF [SKYGROUP INVESTMENTS, LLC] - 17T510063, 17T520105, 17T520116).

WHEREAS, the petitioner, SkyGroup Investments, LLC, has requested a zoning map amendment to repeal City of Chesterfield Ordinance 3012 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 January 14, 2019; 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 3-1; 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 SkyGroup Investments, LLC in P.Z. 13-2018, 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 14th day of January 2019, 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 02/20/2019

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 on Lots A, B, and C1 shall not exceed sixty (60) feet.
 - b. The maximum height including parapets and other similar features, rooftop equipment, and lighting structures of all buildings on Lot C2 shall not exceed sixty-five (65) feet.

- c. The maximum height of poles and nets for the driving range in conjunction with above use “h” Recreation Facility shall not exceed one hundred and seventy (170) feet.

3. Building Requirements

- a. A minimum of thirty-five percent (35%) open space 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 C1 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. No direct access to Lot C2 from North Outer 40 Road shall be permitted.
6. Adequate sight distance shall be provided as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
7. 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.
8. 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.
9. 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.
7. Provide street/driveway connections to the adjoining properties as directed by the City of Chesterfield and as shown on the Preliminary Plan. Stub street signage, in conformance with Article 04-09 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed.

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, the Mayor, or any two (2) City Council members from any Ward 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 seventy-two (72) 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

1. 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, 2020, 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	\$2,319.85/parking space
General Office	\$773.24/parking space
Loading Space	\$3,796.14/parking space

(Parking Space as required by the site-specific ordinance.)

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 \$915.62 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 \$2,905.08 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

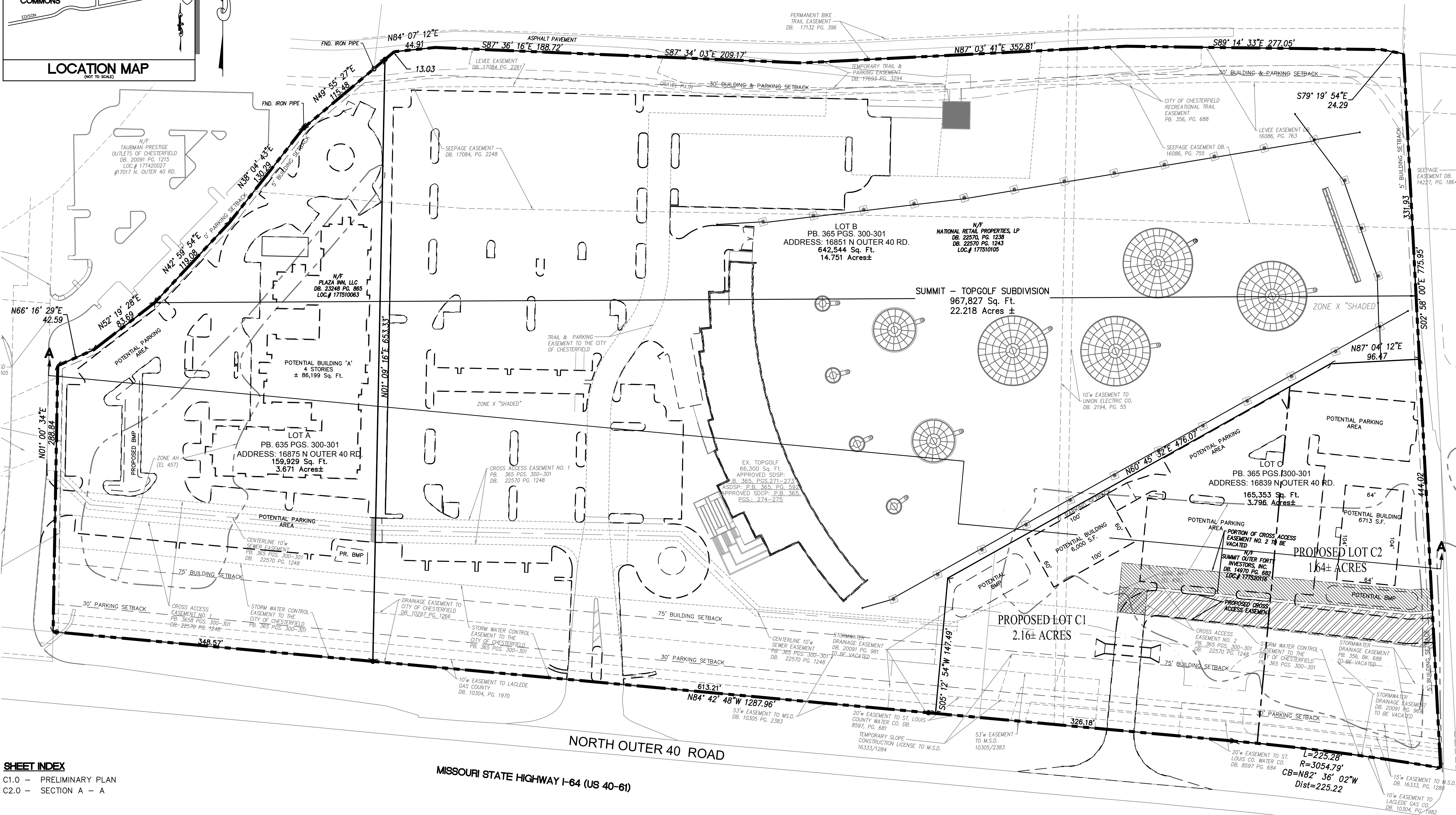
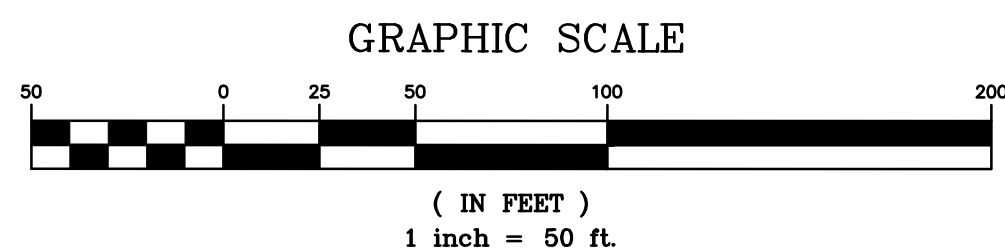
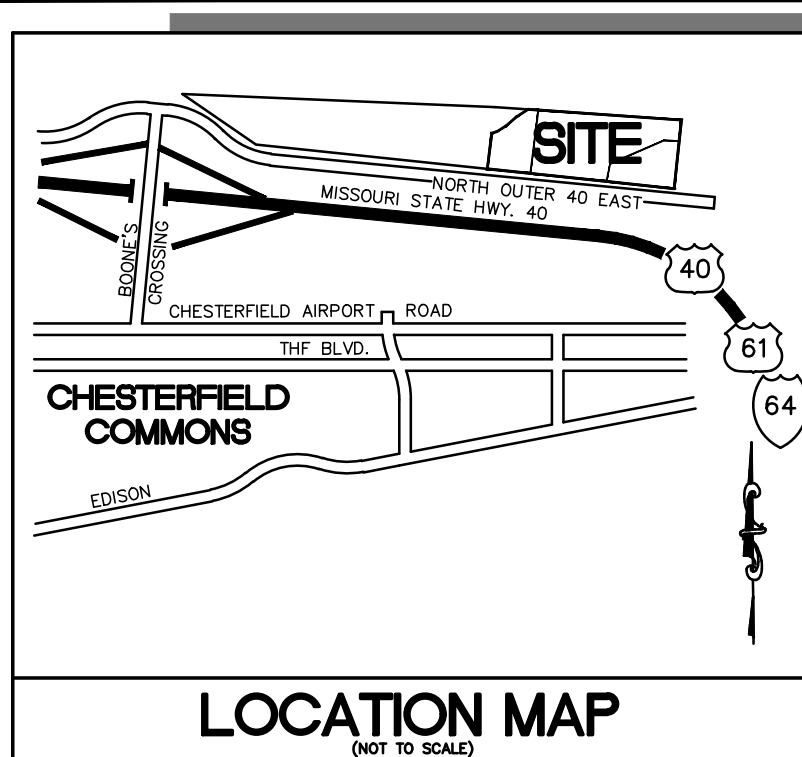
- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation 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.

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

CITY OF CHESTERFIELD

PLANNED DISTRICT ORDINANCE

ATTACHMENT B



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

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

SKYGROUP INVESTMENTS, LLC (a.k.a. iFLY)
ATTN: MARK LEE
6200 BRIDGEPOINT PKWY, BLDG 4, STE. 400
AUSTIN TX, 78730
(512) 674-9200 X 157

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 N82°00'00"W 225.28 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 southwestern sides of said Summit Ice Center Investors, Inc. tract, the following courses and distances: along said southwestern side, North 89 degrees 16 minutes 29 seconds East, 16.29 feet to the southwest corner of said Summit Ice Center Investors, Inc. tract; thence along said southwestern side, North 42 degrees 19 minutes 28 seconds East, 83.69 feet, North 42 degrees 19 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, 165.33 feet to the POINT OF BEGINNING of the herein described tract; continuing along said right-of-way line, North 49 degrees 55 minutes 27 seconds East, 165.33 feet to the POINT OF BEGINNING, containing 159.92 acres plus or minus 3/671 or more or less.

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:

[illegible]

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, Louis County, Missouri, being more particularly described as follows:

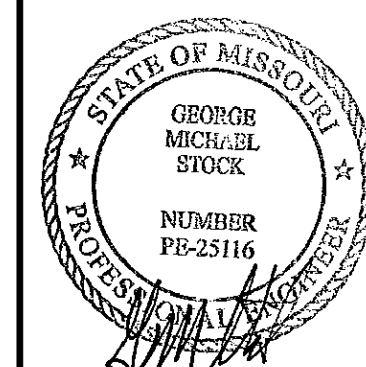
Beginning at the southern corner of above said Valley Gates Subdivision, said point also being located on the north-right-of-way line of North Outer 40 Road, variable width; said point also being located on a curve to the left having a radius of 3054.79 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 225.26 feet and a chord which bears North 82 degrees 36 minutes 18 seconds East, 100.00 feet; thence along 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; 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 03 seconds East, 444.02 feet to the northern corner of above said Valley Gates Subdivision.

PREPARED BY:

PRELIMINARY DEVELOPMENT PI AN FOR.

SUMMIT - TOPGOLF SUBDIVISION

CITY OF CHESTERFIELD, MISSOURI 63005



12/10/
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

1	REV PER CITY MEMO 12/05.
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DRAWN BY: C.A.H.	CHECKED BY: G.M.S.
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DATE: 11/12/2018	JOB NO: 218-6414
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M.S.D. P #:	BASE MAP #:
	17T

S.L.C. H&T #	H&T S.U.P. #
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MDNR #	

W.D.N.R. 1	
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SHEET TITLE:

PRELIMINARY PLAN

1000

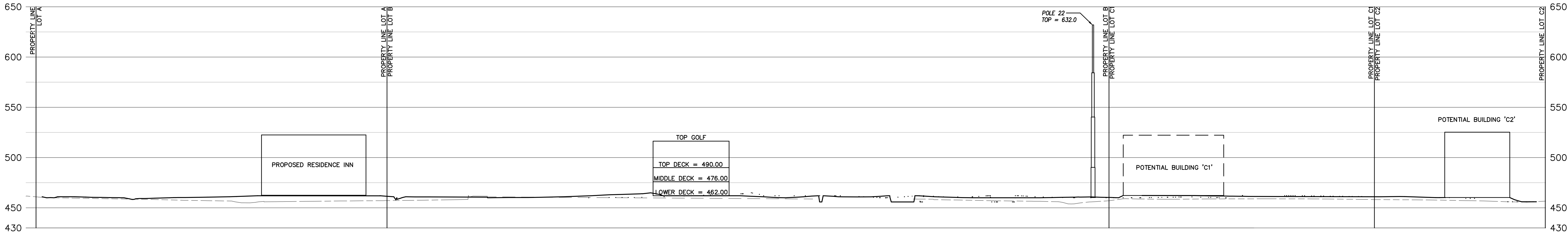
QUESTIONS

SHEET NO.: C10

PRELIMINARY DEVELOPMENT PLAN

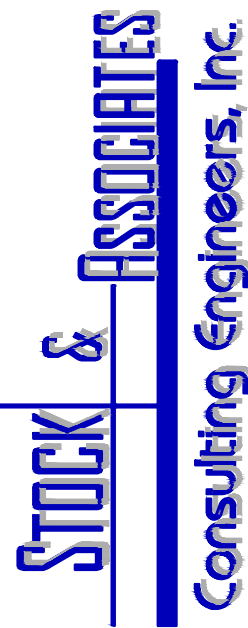
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
ZONED PLANNED COMMERCIAL DISTRICT "PC"

SECTION A - A



SCALE:
HORIZONTAL = 1" = 50'
VERTICAL = 1" = 50'

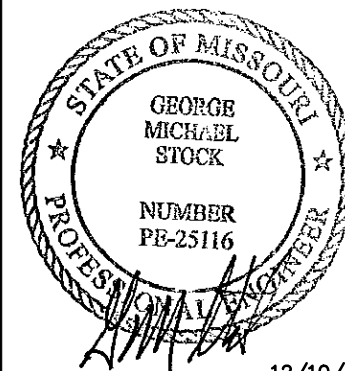
PREPARED BY:



PRELIMINARY DEVELOPMENT PLAN FOR:

SUMMIT - TOPGOLF SUBDIVISION

CITY OF CHESTERFIELD, MISSOURI 63005



12/10/18
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

1 REV PER CITY MEMO 12/05/18

DRAWN BY: C.A.H.	CHECKED BY: G.M.S.
DATE: 11/12/2018	JOB NO: 218-6414
M.S.D. P. # -	BASE MAP # 171
S.L.C. H&T # -	H&T S.U.P. # -
M.D.N.R. # -	

SHEET TITLE:
SECTION A - A

SHEET NO.:
C2.0

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: March 4, 2019

RE: **Forty West Office Building, Sign Package:** A request for a Sign Package for a 3.625 acre tract of land located on the north side of North Outer 40 Road approximately 1,300 feet west of its intersection with Timberlake Manor Parkway.

Summary

This Sign Package request is specific to attached wall signage on the south and east elevations of the Forty West Office Building development as well as modifications to the existing monument sign. All other signage will conform to the requirements established in the Unified Development Code (UDC).

The applicant is seeking to allow and provide regulations for a total of three (3) attached wall signs and one (1) monument sign through this Sign Package along the I-64/US-40 corridor. Currently, there is one permitted attached wall sign on the west side of the south elevation of the building and one permitted monument sign along the North Outer 40 Road frontage.

The subject site is currently zoned "C-8" Planned Commercial District and is governed under the terms and conditions of City of Chesterfield Ordinance Number 1274.

On Monday, February 11th 2019, the Forty West Office Building Sign Package was reviewed by the Planning Commission. A motion was made to approve this Sign Package by a vote of 5-3 with the following condition:

- Limit the sign for the eastern façade to no more than 150 square feet.

Power of Review was called in accordance with Section 31-02-20 of the Unified Development Code (UDC) on February 12, 2019, and the Sign Package was reviewed by the Planning and Public Works Committee at their February 21, 2019 meeting. The Committee made a motion to forward the Sign Package to City Council with a recommendation to adhere to the UDC. The motion was seconded and resulted in a vote of 3-1.

Since the Planning and Public Works Committee's consideration, the applicant has submitted a letter revising the Sign Package request as it relates to wall signs. Currently the UDC permits one wall sign up to 300 square feet on the south elevation

(N Outer 40 Rd) and one wall sign on the north elevation (Conway Rd) up to 300 square feet as these are the only two elevations of the building with roadway frontage. Following discussion from the meeting, the applicant is now requesting to have one (1) wall sign on the south elevation with a maximum size of 250 square feet and one (1) wall sign on the east elevation with a maximum size of 200 square feet in lieu of a wall sign fronting Conway Road, as presented in the revised request letter attached to this memo. There is no longer a request for a third wall sign.

Attached to this report please find a copy of the applicant's Revised Request Letter, the Planning Commission Staff Report, and the original Sign Package submittal.

Attachments: Revised Request Letter
Planning Commission Staff Report
Sign Package Submittal

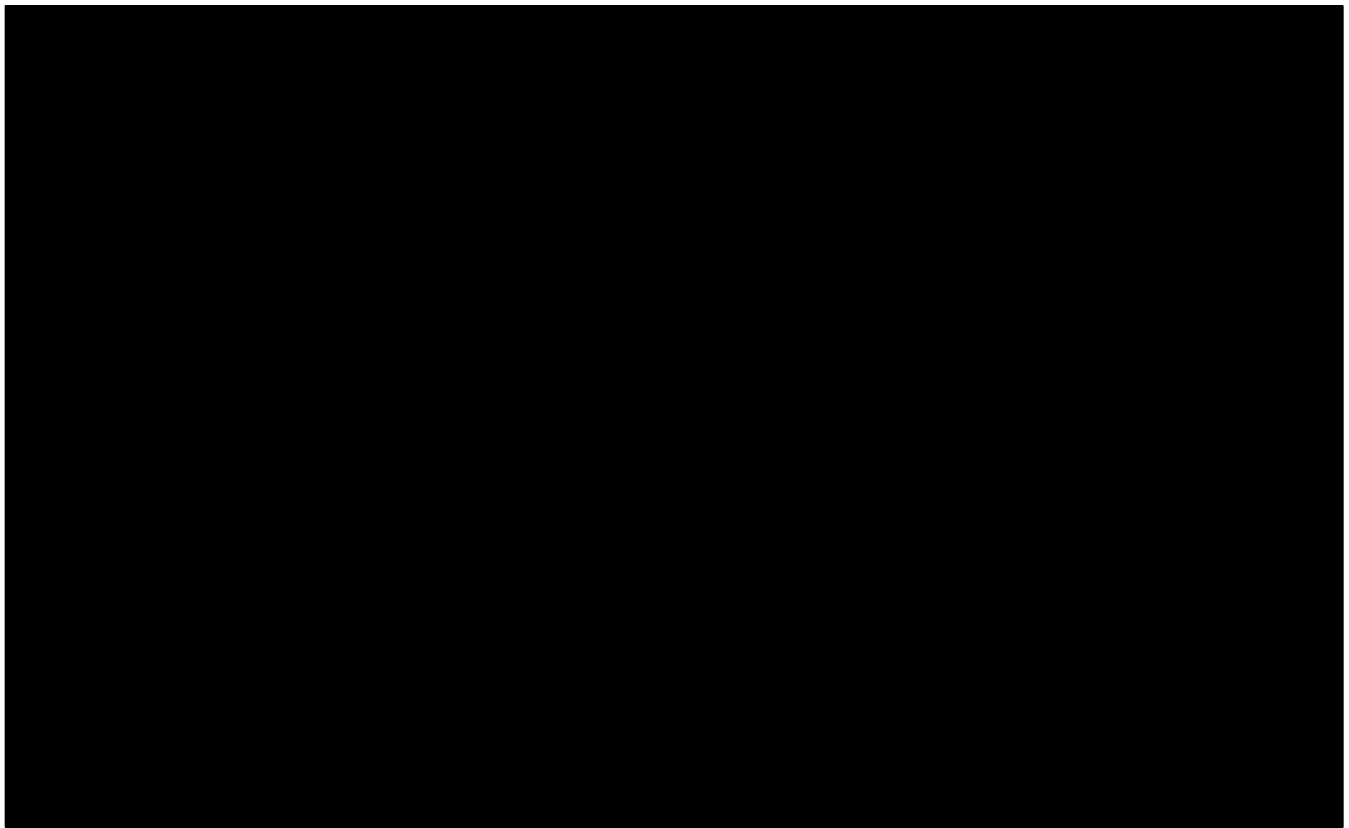


Figure 1: Subject Site Aerial



February 22, 2019

This notice is in regard to the 40 West Master Sign Plan request previously updated January 29, 2019 and to be before the Chesterfield City Council on March 4, 2019. 40 West Investors, LLC would be agreeable to update the exterior building signage plan to allow for one (1) 250 square foot sign on the South elevation of the building facing Highway 64/40 *and* one (1) 200 square foot sign on the East facing elevation of the building. The East facing sign would be in lieu of any future signage request to be placed on the North side of the building facing Conway Road.

Regards,

A handwritten signature in cursive script that reads 'Kelly Eisenloeffel'.

Kelly Eisenloeffel
Director of Asset Management



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

Planning Commission Staff Report

Project Type: Sign Package

Meeting Date: February 11, 2019

From: Andrew Stanislav, Planner

Location: 14567 North Outer 40 Road

Applicant: Balke Brown Transwestern

Description: **Forty West Office Building, Sign Package:** A request for a Sign Package for a 3.625 acre tract of land located on the north side of North Outer 40 Road approximately 1,300 feet west of its intersection with Timberlake Manor Parkway.

PROPOSAL SUMMARY

Larson Commercial Real Estate, on behalf of 40 West Investors, LLC, has submitted a request for a Sign Package for the Forty West Office Building development. In accordance with the Unified Development Code (UDC), if approved the proposed Sign Package would serve as the site specific regulations pertaining to signage for this development.

The purpose of a Sign Package is to provide comprehensive and complementary signage throughout a development. The UDC states that “in order to encourage superior design, quality and character, comprehensive Sign Packages allow for specialized review of signs and flexibility from standard signage requirements.” This Sign Package is being requested to increase the amount of wall signage along the south and east elevations visible when traveling along I-64/US-40 as well as to modify the existing monument sign.



Figure 1: Aerial Image



Figure 2: Existing wall signage for the Forty West Office Building (February 2019)

HISTORY

The subject property was zoned “NU” Non-Urban District by St. Louis County prior to the City’s incorporation. In 1997, the City of Chesterfield approved [Ordinance 1274](#) to rezone the subject property from “NU” Non-Urban District to “C8” Planned Commercial District which also established the governing development regulations for the site. A Site Development Plan and Improvement Plans were subsequently reviewed and approved in accordance with Ordinance 1274 for the development of the existing office building.

Three specific sign requirements were included as part of the approved site specific ordinance. The first requirement limits this development “to one (1) monument sign setback fifteen (15) feet from the new North Outer Forty Road right-of-way and not exceed ten (10) feet in height. The sign shall be limited to seventy-five (75) square feet of outline area. Said sign shall be constructed with materials similar to the office building and heavily landscaped around its base.” The two following regulations require all other signage to be in accordance with the City’s Code and prohibits the display of advertising or temporary/portable signs in this development, respectively.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The predominant land uses and zoning for surrounding properties are described below:

Direction	Zoning	Land Use
North	“R1A” Residence District	Single-family residential
East	“PC” Planned Commercial District	Healthcare facility
East	“R3” Residence District	Vacant/undeveloped land
West	“NU” Non-Urban District	Religious institution
South	“R1A” Residence District (across I-64)	Single-family residential

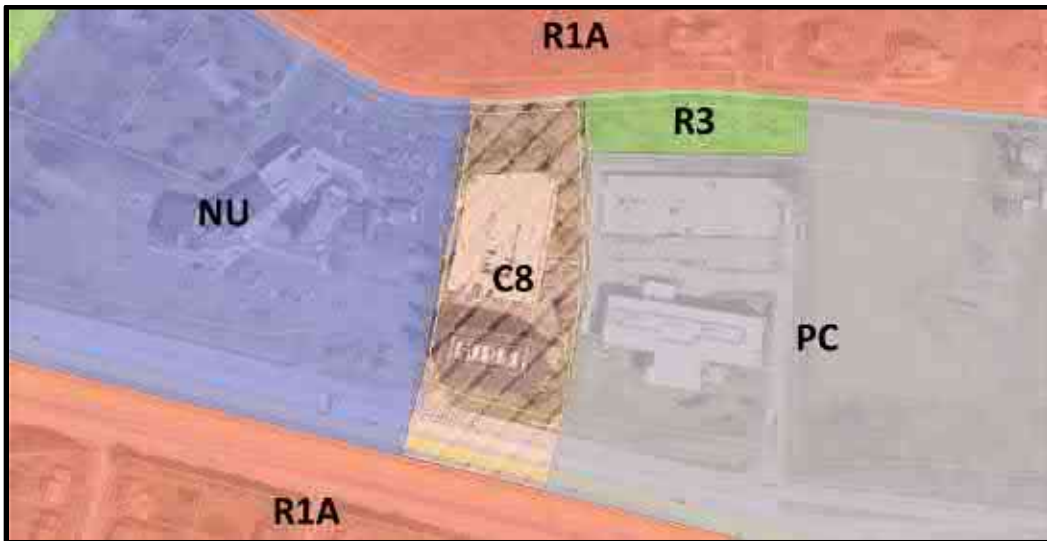


Figure 3: Zoning Map

COMPREHENSIVE PLAN ANALYSIS

There are two specific Plan Policies pertaining to signage that have been adopted as part of the Comprehensive Plan, as follows:

- **Plan Policy 3.4 Signage Considerations** – Signage along the I-64/US 40 corridor and State Highways should be evaluated in terms of height, size and location while recognizing individual uses' need for identity and visibility.
- **Plan Policy 3.4.1 Preserve Aesthetics and Public Safety** – To preserve the high aesthetic quality and public safety interests along the corridor and other major highways/roads, signs of ever-increasing size, brightness and garishness should be prohibited.

The Comprehensive Plan serves as the City's guiding document in implementing the Community's vision for development and has specifically called attention to reviewing signage along the I-64/US-40 corridor to ensure that the aesthetics and placement are of high quality.

SUBMITTAL OVERVIEW

This Sign Package request is specific to attached wall signage on the south and east elevations of the Forty West Office Building development as well as modifications to the existing monument sign. All other signage will conform to the requirements established in the Unified Development Code (UDC).

The applicant is seeking to allow and provide regulations for a total of three (3) attached wall signs and one (1) monument sign through this Sign Package request for the Forty West Office Building development. Currently, there is one permitted attached wall sign on the west side of the south elevation of the building and one permitted monument sign along the North Outer 40 Road frontage. Information for each existing and proposed sign to be included in the Sign Package is as follows:

Sign A - Freestanding Monument Sign – This sign is located along the property’s frontage of North Outer 40 Road and currently serves the office tenants located within this development. These tenants are served by a common entrance, and the UDC only permits individual signage for tenant spaces that have independent entrances. The applicant is proposing to remove the top electronic message portion of the existing sign and replace this portion with an aluminum cabinet consistent with the size and style of the existing panels identifying individual tenants. The applicant is also proposing to replace the existing panels to provide a more cohesive look among the tenant names. The existing size of the monument sign will remain unchanged with an overall height of ten (10) feet and sign face outline area of 60 square feet. The existing sign is not currently illuminated and the applicant is proposing to install internal low voltage LED lighting. The existing and proposed conditions of the monument sign are depicted in Figure 4 below.

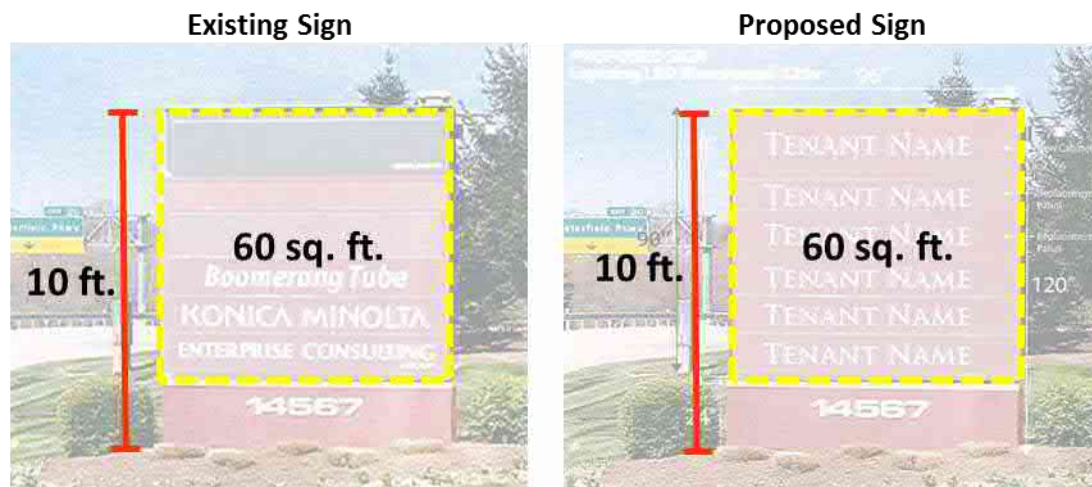


Figure 4: Existing and Proposed Monument Sign Conditions

Sign B - Attached Wall Sign (West Corner of South Elevation) – This attached wall sign location is on the western end of the south elevation facing North Outer 40 Road and I-64/US-40. Currently, this location has the only attached wall sign permitted for this development, which is 208 square feet in outline area. This existing sign is proposed to be relocated to the east elevation (Sign “D”) and replaced with a 150 square foot attached wall sign in its place.

Sign C - Attached Wall Sign (East Corner of South Elevation) – This attached wall sign location is opposite Sign “B” on the eastern end of the south elevation of the building. There are no current signs in this location, and a 150 square foot attached wall sign is proposed for this location to match the size and dimensional regulations proposed for “Sign B” noted above.

Sign D - Attached Wall Sign (South Corner of East Elevation) – This attached wall sign location is on the southern end of the east elevation of the building and is also visible from North Outer 40 Road and I-64/US-40 though there is no roadway frontage. The existing sign on the south elevation is proposed to relocate to this location and has a total of 208 square feet.

An overview of the requests included in this sign package are summarized in Figure 5 on the following page.

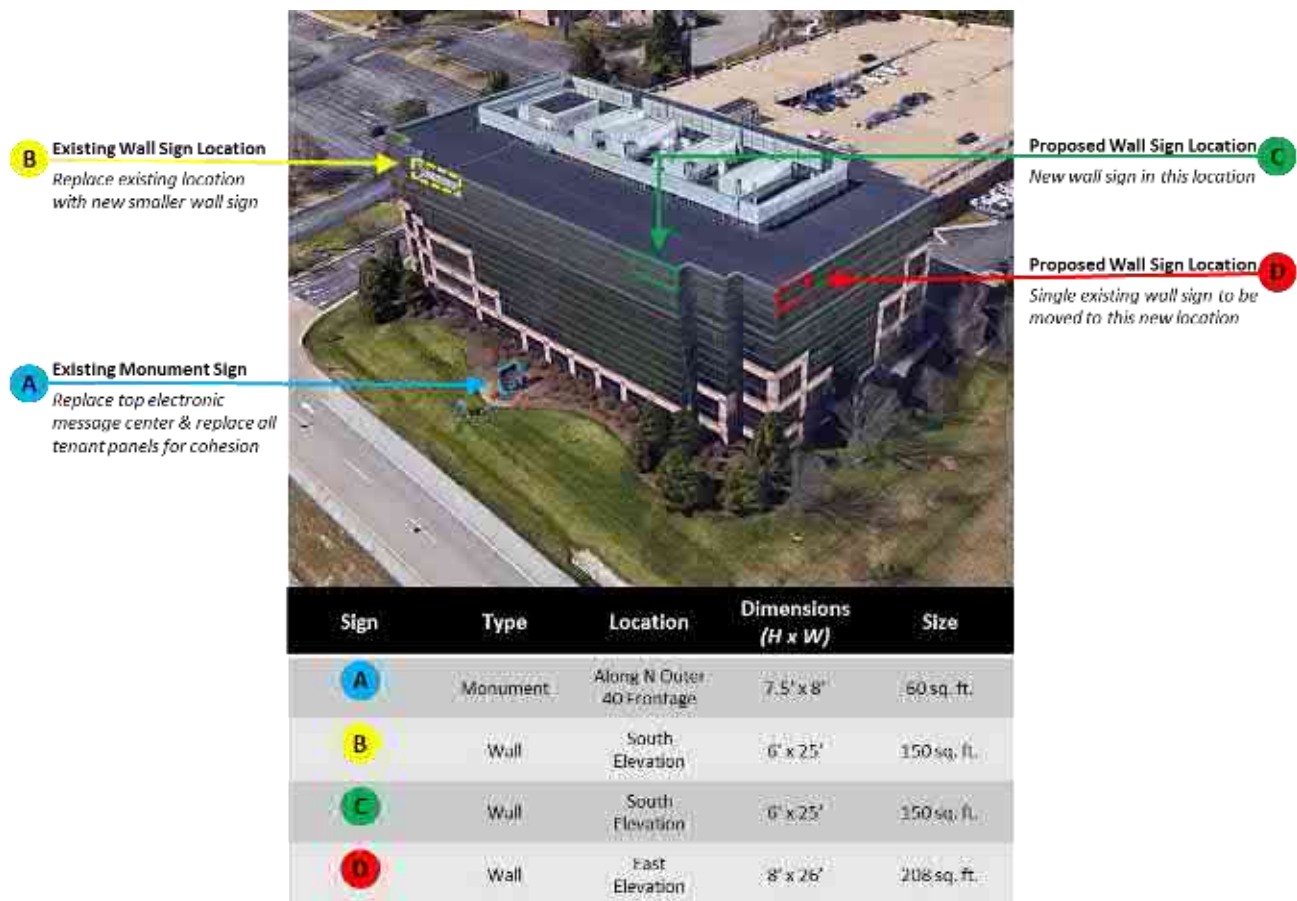


Figure 5: Overview of Sign Package Requests

STAFF ANALYSIS

This Sign Package request for the Forty West Office Building development includes modifications to an existing monument sign as well as three (3) attached wall signs with visibility from North Outer 40 Road and I-64/US-40. All signage not included in this Sign Package shall be in compliance with the UDC, including directional signage.

Freestanding Monument Sign

Modifications to the existing monument sign include removal of the electronic message center on the top portion of the sign and replace with a sign panel to serve as tenant identification to match the remainder of the sign. The applicant has also indicated in the narrative statement submitted that all panels on the sign cabinet will be replaced in order to establish a cohesive style among the tenant identification, and internal LED illumination will be added as none currently exist.

The site specific ordinance for this development permits one (1) monument sign not to exceed ten (10) feet in height and 75 square feet in outline area to be landscaped around its base. The overall size of the sign will remain unchanged and existing landscaping will be maintained in accordance with this regulation. Table 1 to the right details the permitted and proposed elements for a monument sign at this location.

Table 1: Monument Signs

Dimension	Permitted (Ord. #1274)	Proposed
Number	1	1
Sign Area	75 sq. ft.	60 sq. ft.
Height	10 ft.	10 ft.

Attached Wall Signs

Three attached wall signs are also proposed as part of this Sign Package request to be visible from North Outer 40 Road and the I-64/US-40 corridor. Currently, there is one attached wall sign located on the west side of the south elevation with a total of 208 square feet. Permitted wall signage for the Forty West Office Building development is currently governed by the sign regulations of the Unified Development Code (UDC) as described below:

- **Section 31-04-05F.3.(b)(3)** – In buildings containing single or multiple tenants where public access to individual tenant space(s) is gained via interior entrances, said building shall be allowed no more than one (1) attached business sign on any two (2) walls having roadway frontage. Said business signs shall be the same, each identifying either the building or major tenant.

The Forty West Office Building property has frontage along North Outer 40 Road to the south as well as Conway Road to the north, which would permit one attached business sign to face each roadway.

- **Section 31-04-05F.3.(a)(2)** – The outline area of each sign shall not exceed five percent (5%) of the wall area of the business on which said sign is attached. No business sign shall exceed three hundred (300) square feet in outline area.

The size of the attached wall signs permitted on roadway frontage utilizing the five percent (5%) measurement exceed the 300 square foot maximum limit on both the south and north elevation. Each sign shall not be larger than 300 square feet, producing a total of 600 square feet of wall signage permitted on the building. The request is for a total of 508 square feet of wall signage to be dispersed among the south and east elevations; 300 square feet of which is proposed to be equally divided for two wall signs on the south elevation, and the remaining 208 square feet is proposed for the east elevation as a relocation of the existing wall sign. Table 2 above details the permitted and proposed elements for wall signs at this location.

Table 2: Wall Signs

Dimension	Permitted	Proposed
Number	2	3
Sign Area	600 sq. ft. Total	508 sq. ft. Total

Sign Packages

The purpose of a sign package, which serves as the mechanism for allowing modifications to the UDC sign regulations, is to provide comprehensive, complementary, and unified signage throughout a development. The UDC states that “in order to encourage superior design, quality and character, comprehensive sign packages allow for specialized review of signs and flexibility from standard signage requirements.”

The UDC includes the following review factors that are to be considered by the Planning Commission when discussing the appropriateness of the requested flexibility in sign criteria:

1. The physical impact of the proposed comprehensive sign package;
2. The quality of the proposed comprehensive sign package; and
3. Mitigation of unfavorable conditions such as excessive signs, light spillover from signs, height, and other related conditions and potentially negative impacts.

There are currently seven approved sign packages along the I-64/US-40 corridor near the Forty West Office Building development regulating the location and size of attached wall signs. Six of these sign packages permit wall signs on a single elevation not to exceed 300 square feet in total sign area, essentially splitting the maximum 300 square foot size permitted by the UDC. The sign package approved in 2007 for the Stoneridge development includes one (1) wall sign on the north elevation and one (1) on the east elevation with a total size of 483 square feet. Figure 6 on the following page details the sign packages near the Forty West Office Building development along the highway corridor.



Figure 6: Overview of Sign Packages along I-64/US-40

The applicant's narrative in conjunction with the stated purpose of the sign regulations, sign package review criteria and policies of the Comprehensive Plan all work together to create the foundation for the Planning Commission's review and consideration of the submittal.

RECOMMENDATION

Staff has reviewed the proposed Sign Package for the Forty West Office Building development and all required items have been included. The UDC provides the Planning Commission discretion in considering this Sign Package as there is not concrete criteria in which to review. As such, Staff recommends that the Planning Commission take action on this request.

MOTION

The following options are provided to the Planning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the Sign Package for Forty West Office Building."
- 2) "I move to approve the Sign Package for Forty West Office Building with the following conditions....." (Conditions may be added, eliminated, altered or modified)

Attachments: Sign Package Submittal



Master Signage Plan



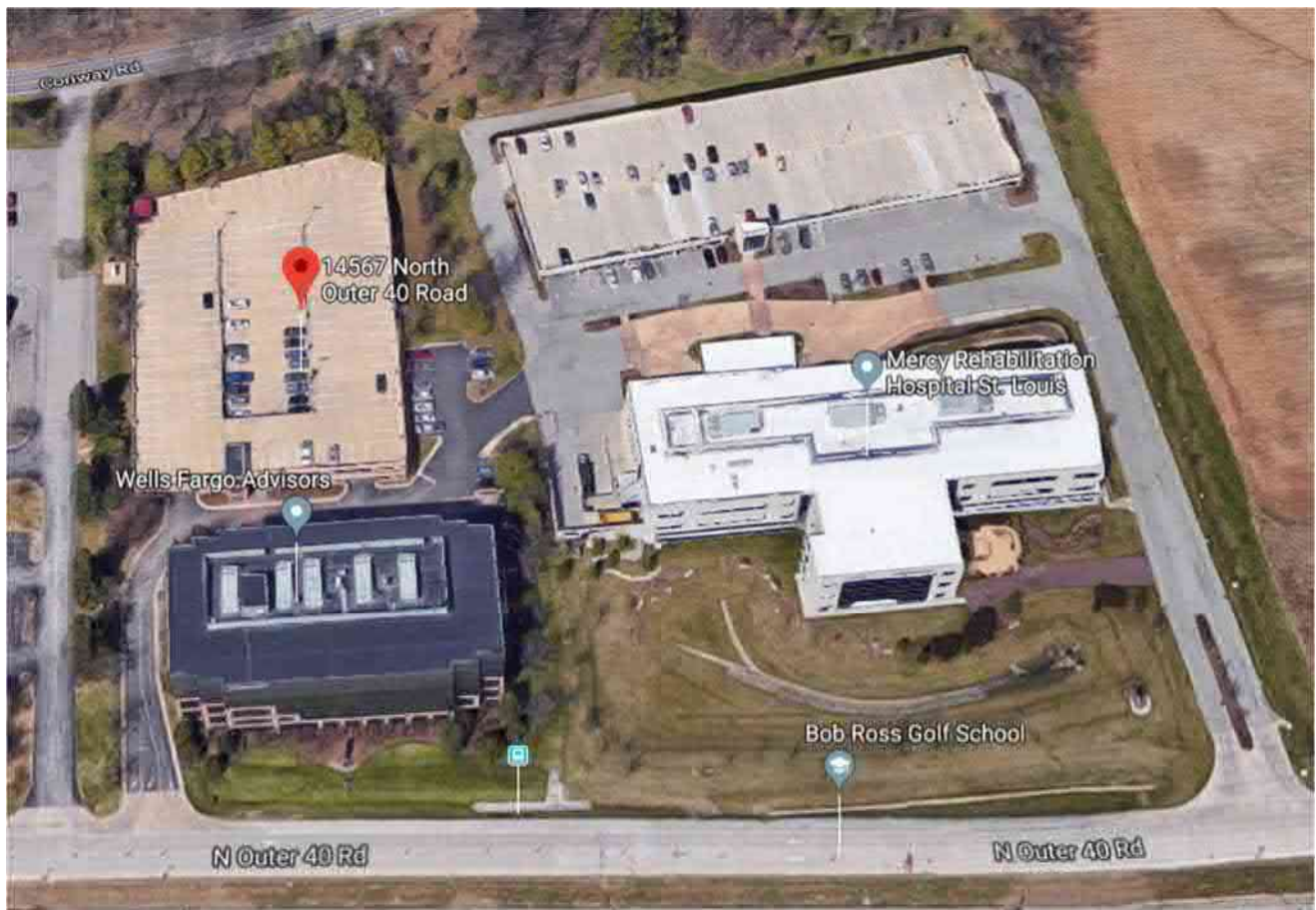
40 West

*14567 North Outer Forty Road
Chesterfield, MO 63017*

Last Updated January 29, 2019

40 West

40 West is a Class A office building with 107,000 square feet of rentable space plus one mid-rise covered parking garage. The building is located in the Chesterfield/Hwy 40 submarket of St. Louis County. The southern facing elevation is towards Highway 64/40 and the northern elevation is towards Conway Road. The building and garage occupy 3.55 acres.





Narrative

The purpose of the master sign plan is to develop a comprehensive sign plan for the development that adds value to both the businesses that occupy the building, the City of Chesterfield, and the ownership. The current sign regulations require that the signage be located in a single corner of the building both devaluing the signage to the tenants and owner and creating a less appealing building frontage for the residents of The City of Chesterfield, the current owner, and future owner.

We believe that the following sign plan creates a more aesthetically appealing look consistent of buildings throughout the Saint Louis area. All businesses within the development will receive a copy of this signage plan from the owner at the time of lease/sale. All signage within the development shall be in conformance with the Comprehensive Signage Package. Lastly any signage not specially identified in the Comprehensive Sign Package shall conform to Section 31-04-05 of the Unified Development Code.



Signage Plan

Building Monument Signage

Currently there is one (1) existing building monument sign. The monument sign overall is 120" high and 96" wide. The base of the sign is 24" with a 6" gap above it followed by 90" of signage panels with accommodation for up to five (5) tenant names and an electronic sign panel at the top. There are existing directional signs throughout the property that are in compliance with the UDC.

Proposed Changes

Proposed changes to the monument signage are as follows. Removal of the top panel, the electronic scrolling sign, and install an additional sign panel to match the existing structure. Replace all sign panels to be a single font with no business logos or trademarks. The total size of the monument would remain unchanged. The monument sign is not currently illuminated and is proposed to be internally illuminated using low voltage LED.

See Attachment #1 for all pictures and lighting specifications of Building Monument Signage.



Exterior Building Signage

Per ordinance, there may be no more than one (1) attached business sign on any two (2) walls having roadway frontage. Walls must have frontage in order to have a sign; the wall facing North Outer 40 Road and the wall facing Conway would be eligible.

- 31-04-05F.3.(b)(3): In buildings containing single or multiple tenants where public access to individual tenant space(s) is gained via interior entrances, said building shall be allowed no more than one (1) attached business sign on any two (2) walls having roadway frontage. Said attached business signs shall be the same, each identifying either the building or major tenant.

The outline area of the sign is limited to 300 square feet (including any negative space)

- 31-04-05F.3.(a)(2): The outline area of each sign shall not exceed five percent (5%) of the wall area of the business on which said sign is attached. No business sign shall exceed three hundred (300) square feet in outline area.

North Outer 40 currently has one (1) exterior sign installed. The current Boomerang sign measures 208 square feet as labeled in the location identified as “Sign 3” on all attachments.

Proposed Changes

Proposed changes to the building signage include allowing the building to install three (3) building signs totaling 508 square feet on the South and East building elevations.

Sign 1 would be permitted to be installed on the South elevation of the building in the Southwest corner of the building, the current location of the Boomerang sign, at a total of 150 square feet.

Sign 2 would be permitted to be installed on the South elevation of the building in the Southeast corner of the building, at a total of 150 square feet.

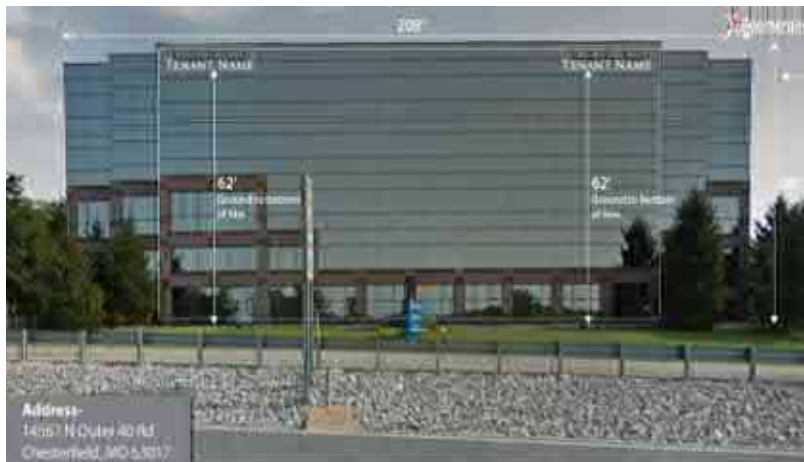
Sign 3 would be permitted to be installed on the East elevation of the building in the Southern most corner at a total of 208 square feet.

4. The *procedural* group (100) will engage in a second, but more complex, simulation that will be conducted using the *Teamwork Skills* chart. This design project will allow the students to demonstrate proficiency in the *Teamwork Skills* chart as indicated by the measurement and the results of the scenario. (continued on next page)

Attachment #2a
Building Layout and Measurements



Attachment #2b Building Layout and Measurements



Channel Letters

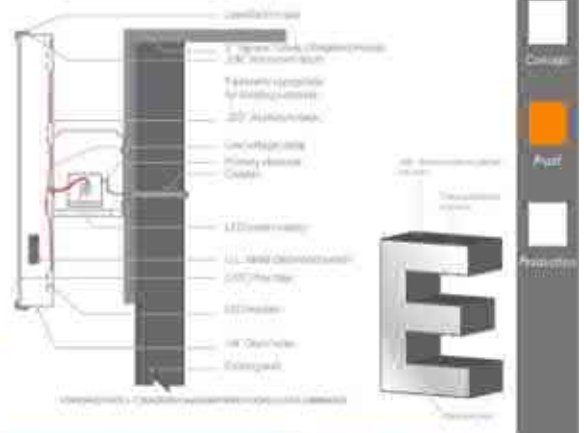
Front 1st Quarter Letter on Shepherd Hooks
Sign 1 "Tenant Name" 7'2" x 200"
White Acrylic Faces, Black Trim and Returns
Sign 2 "Tenant Name" 22' x 200"
White Acrylic Faces, Black Trim and Returns
Sign 3 "Tenant Name" 18' x 172"
White Acrylic Faces, Black Trim and Returns
Each Sign Mounted with Shepherd Hooks
Shepherd Hooks 60" on Center, 2" Square Aluminum Tubing

Footage

South Elevation - 208' x 62' = 14144 sq. ft. = 201.2 sf (14)
East Elevation - 48' x 62' = 4256 sq. ft. = 318.8 sf (58)

Calculations

Sign 1 - "Tenant Name" 7'2" x 200" = 21600/144 = 150 sf Used
Sign 2 - "Tenant Name" 22' x 200" = 21600/144 = 150 sf Used
Sign 3 - "Tenant Name" 18' x 172" = 20952/144 = 208 sf Used



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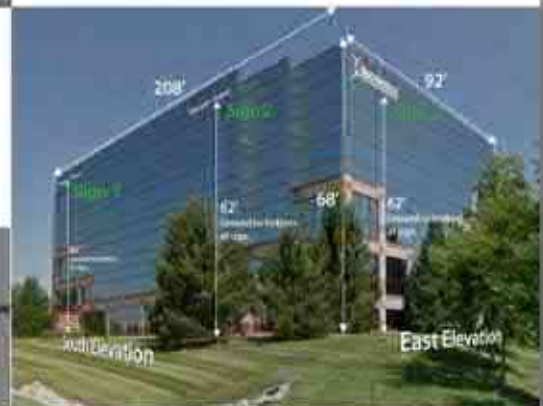


COUNT: Balke Brown
CONTACT: Kelly Shinstock
PHONE: 314.488.9817
EMAIL: kshinstock@balkebrown.com

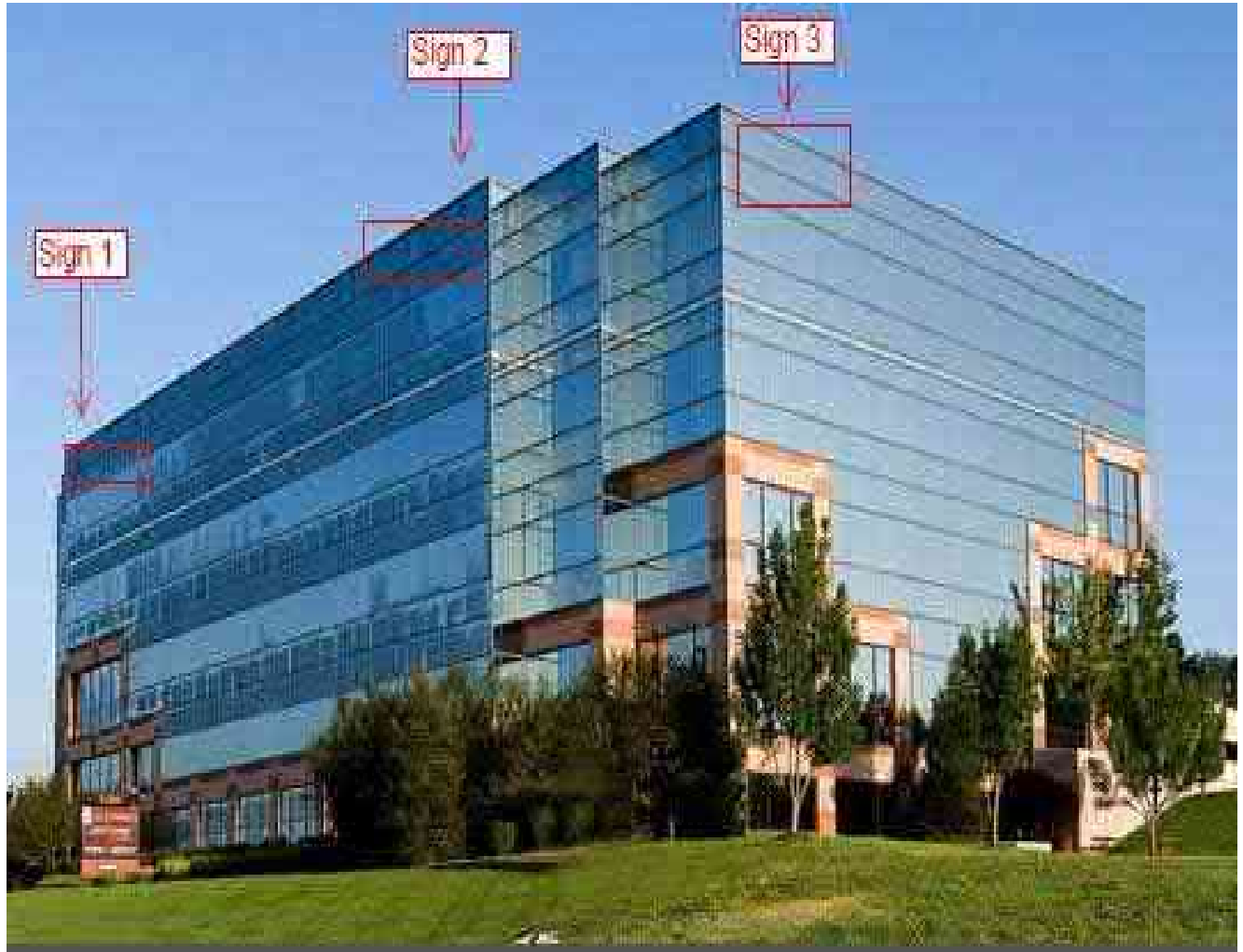
PROJECT: Exterior Signage
SIGN TYPE: Channel Letters
STATUS: SUBMIT

DATE: 1.10.22
PROJECT: STS
DESIGNER: Colleen
DATE: 1.22.19

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Attachment #3
Proposed Signage Locations



Attachment #4
East Elevation
Exterior Signage Locations



Attachment #5
South Elevation
Exterior Signage Locations



Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: March 04, 2019

RE: **18626 Olive Street Rd (P.Z. 05-2014 Time Extension Request):** A request for an eighteen (18) month extension of time to submit a Site Development Concept Plan or Site Development Plan for a 2.391 acre tract of land zoned "PI" Planned Industrial District located southeast of the intersection of Olive Street Road and Spirit Valley East Drive (17W510060).

Summary

Chesterfield Blue Valley has submitted a request for an eighteen (18) month extension to the time period for submittal of a Site Development Concept Plan or Site Development Plan listed in the governing ordinance for the site at 18626 Olive Street Road.

This is the third eighteen (18) month extension. The last extension was approved by City Council on August 21, 2017. The current time period requirement expires on March 15, 2019.

In a letter addressed to the city, Chesterfield Blue Valley stated marketing efforts have failed to secure a buyer for this property. The applicant is requesting an extension to continue marketing efforts.

Staff has reviewed the request for an extension of time to file a Site Development Concept Plan or Site Development Plan and the conditions for development contained within the Attachment A of City of Chesterfield Ordinance 2813. Based on this review, Staff recommends approval of an eighteen (18) month extension for the submittal of a Site Development Concept Plan or Site Development Plan as requested by the applicant and recommends approval of the request. **If approved, the time extension would be valid until September 15, 2021.**

The Planning and Public Works Committee discussed this at their February 21, 2019 meeting. A motion was made to forward this item to City Council by a vote of 4-0.

Attachments: Request Letter



Figure 1: Subject Site Aerial



February 11, 2019

Justin Wyse
Director of Planning & Development Services
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017-0760

Re: PZ 05-2014 18626 Olive Street Road
Plan Submission – Request for Time Extension

Dear Justin:

Chesterfield Blue Valley (CBV) respectfully requests an eighteen (18) month extension of the time period for submittal of a Site Development Concept Plan or Site Development Plan regarding the rezoning of the subject property. The current extension is due to expire March 15, 2019. To date, CBV's marketing efforts have failed to secure a buyer for this property. An extension is necessary to continue our marketing efforts.

Thank you for your consideration of this request. Please do not hesitate to contact me at 314-651-8452 or my assistant, Debbie Mueller, at 314-862-8120 if you have any questions or need additional information.

Very truly yours,

A handwritten signature in blue ink that reads "R. Dean Wolfe".

R. Dean Wolfe

A handwritten signature in blue ink that reads "RDW".

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

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

The next meeting of the Finance & Administration Committee has not yet been scheduled.

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

Chair: Councilmember Hurt

Vice Chair: Councilmember Mastorakos

The next of the Parks, Recreation and Arts Committee has not yet been scheduled.

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

Chair: Councilmember Keathley

Vice Chair: Councilmember DeCampi

There are no action items being forwarded from the Public Health & Safety Committee for this meeting.

The next meeting of the Public Health and Safety Committee is scheduled for Wednesday, March 6, 2019 at 5:30 pm.

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

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

A. Bid Recommendation – Public Works Facility – Structural Repairs for Equipment Storage Building and Material Storage Building

The Department of Public Works sought bids for structural repairs which are necessary prior to replacement of the original roofs on the referenced building. Due to the necessary structural repairs, the roof replacement is to be delayed until 2020. Staff recommends acceptance of the low bid submitted by Total Building Solutions and requests authorization for the City Administrator to enter into an Agreement with Total Building Solutions in an amount not to exceed \$90,000. The 2019 budget provides \$123,000 in the Capital Projects fund for the roof replacement project. **(Roll Call Vote) Department of Public Works recommends approval.**

B. Bid Recommendation – 2019 Selective Slab Replacement Project, Area A

The Department of Public Works sought bids for our annual capital street replacement, Project Area A and recommends acceptance of the low bid as submitted by Amcon Construction and recommends that the City Administrator be authorized to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$1,100,000. The aggregate amount allocated for capital street reconstruction in the 2019 Capital Projects Fund is \$2.15 million, which is equivalent to the cumulative contract recommendations presented to council. **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation – 2019 Selective Slab Replacement, Area B

The Department of Public Works sought bids for our annual capital street replacement, Project Area B and recommends acceptance of the low bid as submitted by J. M. Marscheutz Construction and recommends that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction in an amount not to exceed \$1,050,000. The aggregate amount allocated for capital street reconstruction in the 2019 Capital Projects Fund is \$2.15 million, which is equivalent to the cumulative contract recommendations presented to council. **(Roll Call Vote) Department of Public Works recommends approval.**

D. Bid Recommendation – 2019 Selective Slab Replacement, Area C

The Department of Public Works sought bids for the 2019 Selective Slab Replacement project, Project Area C and recommends acceptance of the low bid as submitted by J. M. Marscheutz Construction and recommends that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction in an amount not to exceed \$300,000, which is also the budgeted amount for this work. This specific contract is budgeted separately in the 2019 capital budget and is identified as Selective Slab Replacement. This work differs from the previous two contracts in that the work involves isolated, smaller numbers of slabs in numerous locations throughout the City. **(Roll Call Vote) Department of Public Works recommends approval.**

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

Memorandum

Department of Public Works



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

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

DATE: February 20, 2019

RE: Public Works Facility – Structural Repairs
Equipment Storage Bldg and Material Storage Bldg

As you know, the Public Works Department had planned to replace the roofs this year on the Equipment Storage Building and the Material Storage Building located at the Public Works Facility. During the design of that project, it became apparent that both buildings are experiencing deterioration of the structural members which support the buildings. City Engineering Staff determined it was prudent to investigate this deterioration further, and secured the services of a structural engineer (SSC Engineering) to analyze the structures. SSC recommended that the structural deficiencies be addressed prior to the construction of new roofs, and assisted the City in the creation of plans and specifications in order that we could bid the required repairs. This project essentially consists of two parts: 1) the installation of new structural steel joists to supplement the existing deteriorating joists in the Material Storage Building; and 2) the repair of two structural support beams in the Equipment Storage Building.

The Department of Public Works publicly opened bids for this project on February 5, 2019. The results of the bid opening are detailed in the attached memorandum from Civil Engineer Steve Merk. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Total Building Solutions, in an amount not to exceed \$90,000. This includes the low bid amount, the installation of five additional joists in the Material Storage Building, galvanized coating (not originally included in the bid package), and a fifteen percent contingency. While Total Building Solutions has not performed work for the City of Chesterfield previously, they have completed similar successful structural projects in the St. Louis area, which was verified via reference checks.

The recommended allocation is well within the amount originally budgeted for the roof replacement (\$123,000), which will be postponed until 2020. Should you have questions or require additional information on this project, please let me know.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Total Building Solutions in an amount not to exceed \$90,000.

FORWARD TO CITY COUNCIL FOR BID APPROVAL AT
THE NEXT CITY COUNCIL MEETING

A handwritten signature in black ink, appearing to read "Mark Teisul", is written below the text.

Memorandum

Department of Public Works



TO: James A. Eckrich, P.E.
Director of Public Works / City Engineer

FROM: Steven J. Merk, P.E.
Civil Engineer

DATE: February 20, 2019

RE: Public Works Facility Structural Roof Repairs
2019-PW-05
Bid Recommendation

As you know, the Public Works Facility roof was replaced with a new white, EPDM (rubber) roof in 2017. The Public Works Department planned to replace the roofs on the Material Storage Building and the Equipment Storage Building with the same roofs in 2019. During the planning process for this project, structural deficiencies were found in both the Material Storage Building and Equipment Storage Building. An exhibit is attached showing the location of the buildings in question.

Staff determined that the structural deficiencies were a potential safety risk, and that the deficiencies needed to be addressed prior to allowing work crews on the roofs to perform the roof replacements. Therefore, the structural repairs in both buildings are proposed in 2019 and the roof replacement project is now planned for 2020.

SSC Engineering Inc. assisted the City in the review of the structural deficiencies and provided their repair recommendations in a report dated August 17, 2018. The City utilized this report as well as engineered drawings from SSC dated October 23, 2018 to assemble necessary bid documents for the structural roof repairs. As you are aware, bids were publicly opened for this project on February 5, 2019. Three (3) bid submittals were received as documented below.

<u>Contractor</u>	<u>Total Bid</u>
Total Building Solutions	\$62,000.00
Bex Construction Services	\$75,000.00
TR&L Contractors	\$21,500.00*

* The submittal from TR&L Contractors was not a complete bid and was rejected. It did not include the required Bid Form, signature, nor any of the required exhibits as specified in the contract documents. In addition, the pricing above from TR&L did not

include work necessary in the Equipment Storage Building. I spoke to Matt Hemann with TR&L on February 5, 2019 to inform him that his bid was rejected and the associated reasons.

The lowest, responsive, and responsible bidder is Total Building Solutions (TBS). TBS has successfully completed structural projects in the metro St. Louis Area, and I have verified their work with references. Since the bids came in lower than expected, we can add additional value to the project by replacing five (5) additional joists in the Material Storage Building that were not included as part of the original project. These joists were not included because they are in reasonable condition and do not pose a safety risk at this time. However, if they are not added to the project now, they will ultimately need to be replaced at a later date independent of the other twenty (20) joists in the building that will be replaced as part of this project. It would be ideal to have all joists in the building on the same life cycle schedule and I recommend we add replacement of the five (5) additional joists to this project.

I also recommend that the new steel joists and corresponding fixtures in the Material Storage Building be installed with a galvanized coating. The galvanization specification was not included in the original bid documents, but it should be added. Galvanization will protect the steel joists from corrosion and increase the life expectancy of the Material Storage Building roof structure. Note that the Material Storage Building is a highly corrosive environment due to the amount of salt stored in the building during the winter season.

Some of the structural deficiencies in the Equipment Storage Building are located underground and are embedded in concrete. As such, the full extent of the required repair work is unknown and there is an increased risk for additional work to be required once the concrete is removed and the structural steel observed. Therefore, I am requesting a contingency of 15% to allow for unforeseen conditions and/or additional work as may be necessary to complete the project.

I recommend acceptance of the low bid of \$62,000 submitted by Total Building Solutions and a total authorization of \$90,000.00. This amount includes the base bid, additional joists, galvanized materials, and a 15% contingency described above. The 2019 budget allocation for construction of this project is \$122,000.

A copy of the lowest and responsive bid from Total Building Solutions is attached. Should you require additional information, please advise.

Attach: Total Building Solutions Bid Form
2019-PW-05 Bid Tabulation
Public Works Facility Aerial Exhibit

EXHIBIT A**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 5, 2019

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda N/A through N/A, for the

Public Works Facility Structural Roof Repairs Project
2019-PW-05

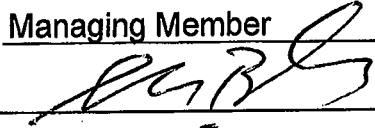
being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the installation of new structural steel joists in the Storage Building and repair of the vertical brace in the Equipment Building as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:Company Name: Total Building Solutions, LLCAddress: 10623 North Service RoadCity, State Bourbon, MO 65441Phone number: (573) 860-4187 Fax: (573) 860-8187E-mail address: build@totalbuildings.com

Type of Firm: Sole Partnership _____ Partnership _____
Corporation x Other _____

Officer Sean A. BlumTitle Managing MemberSignature Date February 5th, 2019

The bid items shall include all materials, labor, delivery and installation necessary to provide a complete and useable product.

MATERIAL STORAGE BUILDING

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	Lump Sum	1	\$ 3,000.00	\$ 3,000.00
2	Installation of New Structural Steel Joist	EACH	20	\$ 1,900.00	\$ 38,000.00

EQUIPMENT STORAGE BUILDING

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	Lump Sum	1	\$ 3,000.00	\$ 3,000.00
2	Concrete Removal and Replacement	EACH	2	\$ 3,000.00	\$ 6,000.00
3	Structural Repair	EACH	2	\$ 6,000.00	\$ 12,000.00

Total Project Bid \$ 62,000.00



BID TABULATION
Public Works Facility Structural Roof Repairs
2019-PW-05
February 5, 2019

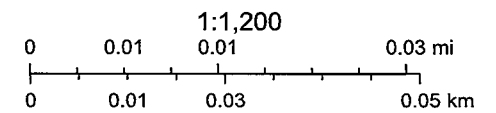
ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		TR&L CONTRACTORS		TOTAL BUILDING SOLUTIONS		BEX CONSTRUCTION SERVICES	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
	<u>Material Storage Building</u>										
1	Mobilization	L.S.	1	\$2,500.00	\$2,500.00		\$0.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
2	Installation of New Structural Steel Joist	EA	20	\$4,000.00	\$80,000.00		\$0.00	\$1,900.00	\$38,000.00	\$2,750.00	\$55,000.00
	<u>Equipment Storage Building</u>										
1	Mobilization	L.S.	1	\$2,500.00	\$2,500.00		\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
2	Concrete Removal & Replacement	EA	2	\$5,000.00	\$10,000.00		\$0.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
3	Structural Repair	EA	2	\$5,000.00	\$10,000.00		\$0.00	\$6,000.00	\$12,000.00	\$3,000.00	\$6,000.00
	TOTAL BID				\$105,000.00		\$21,500.00		\$62,000.00		\$75,000.00
							Bid Rejected				

CHESTERFIELD PUBLIC WORKS FACILITY



February 20, 2019

 Parcels



Esri, Inc., City of Chesterfield, Missouri

Memorandum

Department of Public Works



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

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

DATE: February 22, 2019

RE: 2019 Selective Slab Replacement Project A

The Department of Public Works publicly opened bids for the 2019 Selective Slab Replacement Project A on February 19, 2019. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in an amount not to exceed \$1,100,000. This includes the low bid amount (\$1,062,183) and a modest contingency to account for change orders which may become necessary during construction of the project. Amcon Municipal Concrete has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

The streets included as part of this project are attached. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the amount budgeted for Project A and Project B in aggregate is \$2,150,000, which matches the Staff recommendation for these two projects.

If you have questions or require additional information on this project, please let me know.

Concurrence:

CDP
Chris DesPlanques, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$1,100,000.

Memorandum

Department of Public Works



TO: Jim Eckrich, Public Works Director

FROM: Mark Wilson, Project Manager

DATE: February 22, 2019

RE: 2019 Selective Slab Replacement Project, Area A – 2019-PW-03A

As you are aware, we opened bids for the above referenced project Tuesday, February 19, 2019. Three bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Amcon Municipal Concrete	\$1,062,183.08
J.M. Marschuetz Construction Co.	\$1,070,392.20
Lamke Trenching and Excavating	\$1,371,765.20

The low bidder, Amcon Municipal Concrete has successfully performed street replacement work in the past in the City of Chesterfield.

Accordingly, I recommend acceptance of the bid of \$1,062,183.08 submitted by Amcon Municipal Concrete and request authorization of work up to the amount of \$1,100,000.00. Adequate funding is available in the Capital Projects Street Improvements account 120-079-5490, to fund this project.

A copy of the low bid from Amcon is attached and a list of streets scheduled for work under this project are attached. Should you require additional information, please advise.



BID TABULATION
2019 SELECTIVE SLAB REPLACEMENT PROJECT
2019-PW-03A
February 19, 2019

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		Amcon Municipal Concrete		J.M. Marschuetz Construction		Lamke Trenching and Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	17,746	\$46.75	\$829,625.50	\$46.50	\$825,189.00	\$47.25	\$838,498.50	\$58.70	\$1,041,690.20
2	JOINT SEALANT	Sq. Yd.	17,746	\$1.90	\$33,717.40	\$1.65	\$29,280.90	\$1.70	\$30,168.20	\$2.00	\$35,492.00
3	4" ROLLED STONE BASE	Sq. Yd.	17,746	\$4.35	\$77,195.10	\$5.25	\$93,166.50	\$4.30	\$76,307.80	\$5.00	\$88,730.00
4	UNDERGRADING	Cu. Ft.	850	\$0.65	\$552.50	\$0.50	\$425.00	\$0.50	\$425.00	\$4.00	\$3,400.00
5	GEOTEXTILE FABRIC	Sq. Yd.	17,746	\$1.00	\$17,746.00	\$0.85	\$15,084.10	\$0.95	\$16,858.70	\$3.00	\$53,238.00
6	STRUCTURAL GEOGRID	Sq. Yd.	350	\$0.50	\$175.00	\$1.00	\$350.00	\$1.00	\$350.00	\$5.00	\$1,750.00
7	SEEDING & MULCHING	Sq. Yd.	558	\$1.00	\$558.00	\$0.01	\$5.58	\$1.00	\$558.00	\$15.00	\$8,370.00
8	TRAFFIC CONTROL	L.S.	1	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$25,000.00	\$25,000.00
9	PAVED APPROACHES	Sq. Yd.	588	\$55.00	\$32,340.00	\$55.00	\$32,340.00	\$57.00	\$33,516.00	\$62.00	\$36,456.00
10	SAWCUTTING	Lin. Ft.	1,298	\$2.75	\$3,569.50	\$2.50	\$3,245.00	\$2.50	\$3,245.00	\$4.50	\$5,841.00
12	UNDERDRAINS	Lin. Ft.	651	\$15.00	\$9,765.00	\$15.00	\$9,765.00	\$14.00	\$9,114.00	\$30.00	\$19,530.00
13.0	SIDEWALKS	Sq. Ft.	2,240	\$7.00	\$15,680.00	\$7.00	\$15,680.00	\$6.50	\$14,560.00	\$9.00	\$20,160.00
13.1	DETECTABLE WARNING SURFACE	Each	14	\$350.00	\$4,900.00	\$335.00	\$4,690.00	\$350.00	\$4,900.00	\$200.00	\$2,800.00
14	REPLACE INLET SILL	Each	11	\$400.00	\$4,400.00	\$400.00	\$4,400.00	\$400.00	\$4,400.00	\$400.00	\$4,400.00
15	ADJUSTMENT OF INLET SILL	Each	10	\$350.00	\$3,500.00	\$300.00	\$3,000.00	\$375.00	\$3,750.00	\$350.00	\$3,500.00
16	DRILLING AND DOWELING	Each	1,068	\$12.00	\$12,816.00	\$9.00	\$9,612.00	\$12.00	\$12,816.00	\$6.00	\$6,408.00
17	A2 JOINTS	Lin. Ft.	440	\$15.00	\$6,600.00	\$12.00	\$5,280.00	\$13.00	\$5,720.00	\$30.00	\$13,200.00
18	SILT FENCE	Lin. Ft.	320	\$1.00	\$320.00	\$1.00	\$320.00	\$1.00	\$320.00	\$3.00	\$960.00
19	INLET PROTECTION	Each	7	\$60.00	\$420.00	\$50.00	\$350.00	\$55.00	\$385.00	\$120.00	\$840.00
20	GRADED TROUGH REPLACEMENT	Each	0	\$22,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00
	BID FORM TOTAL				\$1,069,880.00		\$1,062,183.08		\$1,070,392.20		\$1,371,765.20

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 19, 2019

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda _____ through _____, for the

2019 Selective Slab Replacement-Area A
2019-PW-03 A

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 17,750 square yards of concrete pavement, property restoration and other necessary appurtenances.

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:Company Name: Amcon Municipal Concrete, LLCAddress: 850 Lonestar Dr.City, State: O'Fallon, MO 63366Phone number: 636-379-9396 Fax: 636-240-3699E-mail address: amcon concrete@yahoo.comType of Firm: Sole Partnership _____ Partnership ☒
Corporation _____ Other _____Officer: Paul J. AmelongTitle: MemberSignature: Paul J. AmelongDate: 2/19/19

ITEMIZED BID
CITY OF CHESTERFIELD
2018 SELECTIVE SLAB REPLACEMENT PROJECT
2018-PW-03 A

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	17,746	46 ⁵⁰	825,189 ⁰⁰
2	JOINT SEALANT	Sq. Yd.	17,746	1 ⁶⁵	29,280 ⁹⁰
3	4" ROLLED STONE BASE	Sq. Yd.	17,746	5 ²⁵	93,166 ⁵⁰
4	UNDERGRADING	Cu. Ft.	850	.50	425 ⁰⁰
5	GEOTEXTILE FABRIC	Sq. Yd.	17,746	.85	15,084 ¹⁰
6	STRUCTURAL GEOGRID	Sq. Yd.	350	1 ⁰⁰	350 ⁰⁰
7	SEEDING & MULCHING	Sq. Yd.	558	.01	5 ⁵⁸
8	TRAFFIC CONTROL	L.S.	1	10,000 ⁰⁰	10,000 ⁰⁰
9	PAVED APPROACHES	Sq. Yd.	588	55 ⁰⁰	32,340 ⁰⁰
10	SAWCUTTING	Lin. Ft.	1,298	2 ⁵⁰	3,245 ⁰⁰
12	UNDERDRAINS	Lin. Ft.	651	15 ⁰⁰	9,765 ⁰⁰
13.0	SIDEWALKS	Sq. Ft.	2,240	7 ⁰⁰	15,680 ⁰⁰
13.1	DETECTABLE WARNING SURFACE	Each	14	335 ⁰⁰	4,690 ⁰⁰
14	REPLACE INLET SILL	Each	11	400 ⁰⁰	4,400 ⁰⁰
15	ADJUSTMENT OF INLET SILL	Each	10	300 ⁰⁰	3,000 ⁰⁰
16	DRILLING AND DOWELING	Each	1,068	9 ⁰⁰	9,612 ⁰⁰
17	A2 JOINTS	Lin. Ft.	440	12 ⁰⁰	5,280 ⁰⁰
18	SILT FENCE	Lin. Ft.	320	1 ⁰⁰	320 ⁰⁰
19	INLET PROTECTION	Each	7	50 ⁰⁰	350 ⁰⁰
20	GRATED TROUGH REPLACEMENT	Each	0	—	—
TOTAL BID					1,062,183⁰⁸

2019 SELECTIVE SLAB REPLACEMENT PROJECT**2019-PW-03 A**

Street	From	To	Subdivision	Comments
Century Lake Drive	Old Baxter Road	Cul-de-sac	Baxter Oaks	
Valley Branch Drive	15589	15559	Baxter Oaks	
Cedarmill Drive	Orchard Hill Drive	Golden Lake Drive	Baxter Lakes	
Silverlake Court	Orchard Hill Drive	Cul-de-sac	Baxter Lakes	
Heather Crest Drive	232	224	Westbury Manor	
High Valley Drive	Springbriar Drive	Glen Cove Drive	Westbury Manor	
Spring Valley Court	Glen Cove Drive	Spring Valley Drive	Westbury Manor	
Glen Cove Drive	Spring Brook Court	193	Westbury Manor	
Glen Hollow Drive	275	271	Westbury Manor	

Memorandum

Department of Public Works



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

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

DATE: February 22, 2019

RE: 2019 Selective Slab Replacement Project B

The Department of Public Works publicly opened bids for the 2019 Selective Slab Replacement Project B on February 21, 2019. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, J.M. Marschuetz Construction Company, in an amount not to exceed \$1,050,000. This includes the low bid amount (\$976,233) and a modest contingency to account for change orders which may become necessary during construction of the project. J.M. Marschuetz Construction Company has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

The streets included as part of this project are attached. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the amount budgeted for Project A and Project B in aggregate is \$2,150,000, which matches the Staff recommendation for these two projects.

If you have questions or require additional information on this project, please let me know.

Concurrence:

CLDR
Chris DesPlanques, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with J.M. Marschuetz Construction Company in an amount not to exceed \$1,050,000.

Memorandum

Department of Public Works



TO: Jim Eckrich, Public Works Director

FROM: Mark Wilson, Project Manager

DATE: February 22, 2019

RE:2019 Selective Slab Replacement Project, Area B – 2019-PW-03B

As you are aware, we opened bids for the above referenced project Thursday, February 21, 2019. Two bids were received:

<u>Contractor</u>	<u>Total Bid</u>
J.M. Marschuetz Construction Co.	\$976,232.77
Lamke Trenching and Excavating	\$1,049,732.95

The low bidder, J.M. Marschuetz Construction Co. has successfully performed street replacement work in the past in the City of Chesterfield.

Accordingly, I recommend acceptance of the bid of \$976,232.77 submitted by J.M. Marschuetz Construction and request authorization of work up to the amount of \$1,050,000.00. Adequate funding is available in the Capital Projects Street Improvements account 120-079-5490, to fund this project.

A copy of the low bid from Marschuetz is attached and a list of streets scheduled for work under this project are attached. Should you require additional information, please advise.



BID TABULATION
2019 SELECTIVE SLAB REPLACEMENT PROJECT
2019-PW-03B
February 21, 2019

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		J.M. Marschuetz Construction		Lamke Trenching and Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	15,658	\$46.75	\$732,011.50	\$47.95	\$750,801.10	\$52.50	\$822,045.00
2	JOINT SEALANT	Sq. Yd.	15,658	\$1.90	\$29,750.20	\$1.80	\$28,184.40	\$1.75	\$27,401.50
3	4" ROLLED STONE BASE	Sq. Yd.	15,658	\$4.35	\$68,112.30	\$4.75	\$74,375.50	\$5.00	\$78,290.00
4	UNDERGRADING	Cu. Ft.	550	\$0.65	\$357.50	\$0.95	\$522.50	\$1.50	\$825.00
5	GEOTEXTILE FABRIC	Sq. Yd.	15,658	\$1.00	\$15,658.00	\$1.00	\$15,658.00	\$0.90	\$14,092.20
6	STRUCTURAL GEOGRID	Sq. Yd.	550	\$0.50	\$275.00	\$1.00	\$550.00	\$1.00	\$550.00
7	SEEDING & MULCHING	Sq. Yd.	577	\$1.00	\$577.33	\$0.01	\$5.77	\$5.00	\$2,885.00
8	TRAFFIC CONTROL	L.S.	1	\$16,000.00	\$16,000.00	\$13,500.00	\$13,500.00	\$25,000.00	\$25,000.00
9	PAVED APPROACHES	Sq. Yd.	686	\$55.00	\$37,730.00	\$57.75	\$39,616.50	\$58.00	\$39,788.00
10	SAWCUTTING	Lin. Ft.	475	\$2.75	\$1,306.25	\$3.50	\$1,662.50	\$2.75	\$1,306.25
12	UNDERDRAINS	Lin. Ft.	330	\$15.00	\$4,950.00	\$13.75	\$4,537.50	\$20.00	\$6,600.00
13.0	SIDEWALKS	Sq. Ft.	1,280	\$7.00	\$8,960.00	\$7.00	\$8,960.00	\$7.50	\$9,600.00
13.1	DETECTABLE WARNING SURFACE	Each	8	\$350.00	\$2,800.00	\$350.00	\$2,800.00	\$350.00	\$2,800.00
14	REPLACE INLET SILL	Each	8	\$400.00	\$3,200.00	\$450.00	\$3,600.00	\$400.00	\$3,200.00
15	ADJUSTMENT OF INLET SILL	Each	5	\$350.00	\$1,750.00	\$300.00	\$1,500.00	\$350.00	\$1,750.00
16	DRILLING AND DOWELING	Each	460	\$12.00	\$5,520.00	\$12.50	\$5,750.00	\$10.00	\$4,600.00
17	A2 JOINTS	Lin. Ft.	338	\$15.00	\$5,070.00	\$13.50	\$4,563.00	\$25.00	\$8,450.00
18	SILT FENCE	Lin. Ft.	240	\$1.00	\$240.00	\$1.00	\$240.00	\$2.00	\$480.00
19	INLET PROTECTION	Each	7	\$60.00	\$420.00	\$58.00	\$406.00	\$10.00	\$70.00
20	GRADED TROUGH REPLACEMENT	Each	1	\$22,000.00	\$22,000.00	\$19,000.00	\$19,000.00	\$0.00	\$0.00
	BID FORM TOTAL				\$956,688.08		\$976,232.77		\$1,049,732.95

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Thursday, February 21,

2019

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda through , for the

2019 Selective Slab Replacement-Area B
2019-PW-03 B

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 15,650 square yards of concrete pavement, property restoration and other necessary appurtenances.

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:Company Name: J.M. Marschuetz ConstructionAddress: 15 Truitt DR.City, State Eureka, MO 63025Phone number: 636-938-3600 Fax: 636-938-7411E-mail address: todd@marschuetz.comType of Firm: Sole Partnership Partnership
Corporation ☒ Other Officer Todd WallTitle Vice PresidentSignature Todd WallDate 2/20/19

**ITEMIZED BID
CITY OF CHESTERFIELD
2019 SELECTIVE SLAB REPLACEMENT PROJECT
2019-PW-03 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	15,658	<u>47.95</u>	<u>750,801.10</u>
2	JOINT SEALANT	Sq. Yd.	15,658	<u>1.80</u>	<u>28,184.40</u>
3	4" ROLLED STONE BASE	Sq. Yd.	15,658	<u>4.75</u>	<u>74,375.50</u>
4	UNDERGRADING	Cu. Ft.	550	<u>.95</u>	<u>522.50</u>
5	GEOTEXTILE FABRIC	Sq. Yd.	15,658	<u>1.00</u>	<u>15,658.00</u>
6	STRUCTURAL GEOGRID	Sq. Yd.	550	<u>1.00</u>	<u>550.00</u>
7	SEEDING & MULCHING	Sq. Yd.	577	<u>.01</u>	<u>5.77</u>
8	TRAFFIC CONTROL	L.S.	1	<u>13,500.00</u>	<u>13,500.00</u>
9	PAVED APPROACHES	Sq. Yd.	686	<u>57.75</u>	<u>39,616.50</u>
10	SAWCUTTING	Lin. Ft.	475	<u>3.50</u>	<u>1,662.50</u>
12	UNDERDRAINS	Lin. Ft.	330	<u>13.75</u>	<u>4,537.50</u>
13.0	SIDEWALKS	Sq. Ft.	1,280	<u>7.00</u>	<u>8,960.00</u>
13.1	DETECTABLE WARNING SURFACE	Each	8	<u>350.00</u>	<u>2,800.00</u>
14	REPLACE INLET SILL	Each	8	<u>450.00</u>	<u>3,600.00</u>
15	ADJUSTMENT OF INLET SILL	Each	5	<u>300.00</u>	<u>1,500.00</u>
16	DRILLING AND DOWELING	Each	460	<u>12.50</u>	<u>5,750.00</u>
17	A2 JOINTS	Lin. Ft.	338	<u>13.50</u>	<u>4,563.00</u>
18	SILT FENCE	Lin. Ft.	240	<u>1.00</u>	<u>240.00</u>
19	INLET PROTECTION	Each	7	<u>58.00</u>	<u>406.00</u>
20	GRATED TROUGH REPLACEMENT	Each	1	<u>19,000.00</u>	<u>19,000.00</u>
TOTAL BID					<u>976,232.77</u>

2019 SELECTIVE SLAB REPLACEMENT PROJECT

2019-PW-03 B

Street	From	To	Subdivision	Comments
Amherst Terrace Way	1344	1338	Amherst	
Amherst Green Court		Cul-de-sac	Amherst	
Conway Oaks Drive	Entire Street		Conway Glen	
Conway Glen Court	Entire Street		Conway Glen	
Eldon Ridge Court	Entire Street		Villages at Baxter Ridge	
Terrimill Terrace	Sycamore Drive	Wendimill Drive	Kehrs Mill Bend	
Wheatley Court	Entire Street		Wilson Farm Estates	
Morganfield Court	14	10	Wilson Farm Estates	
Whethersfield Terrace Court	14019	14019	Green Trails Country Club Grounds	Trench Grate Only

Memorandum

Department of Public Works



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

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

DATE: February 22, 2019

RE: 2019 Selective Slab Replacement Project C

The Department of Public Works publicly opened bids for the 2019 Selective Slab Replacement Project C on February 22, 2019. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, J.M. Marschuetz Construction Company, in an amount not to exceed \$300,000. This includes the low bid amount (\$248,186) and a modest contingency to account for change orders which may become necessary during construction of the project. J.M. Marschuetz Construction Company has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff. Additionally, due to the smaller scale of this project, City Staff believes J.M. Marschuetz is capable of successfully constructing both Project B and Project C.

Project C was included in the 2019 Budget in order to address clustered slab deficiencies of a smaller scale than those which are typically included in our larger projects. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund at \$300,000, which matches the Staff recommendation.

If you have questions or require additional information on this project, please let me know.

Concurrence:

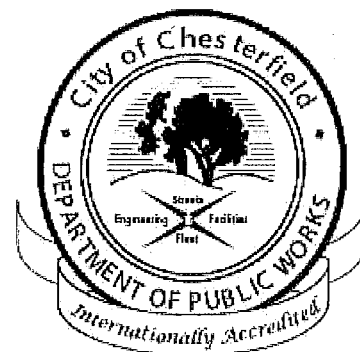
CHDR
Chris DesPlanques, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with J.M. Marschuetz Construction Company in an amount not to exceed \$300,000.

Memorandum

Department of Public Works



TO: Jim Eckrich, Public Works Director

FROM: Mark Wilson, Project Manager

DATE: February 22, 2019

RE: 2019 Selective Slab Replacement Project, Area C – 2019-PW-03C

As you are aware, we opened bids for the above referenced project today, Friday, February 22, 2019. Four bids were received:

<u>Contractor</u>	<u>Total Bid</u>
J.M. Marschuetz Construction Co.	\$248,185.99
Sweetens Concrete Services	\$251,251.51
R.V. Wagner, Inc.	\$266,533.65
Lamke Trenching and Excavating	\$281,446.50

The low bidder, J.M. Marschuetz Construction Co. has successfully performed street replacement work on the past in the City of Chesterfield.

Accordingly, I recommend acceptance of the bid of \$248,185.99 submitted by J.M. Marschuetz Construction and request authorization of work up to the amount of \$300,000.00. Adequate funding is available in the Capital Projects Street Improvements account 120-079-5490, to fund this project.

A copy of the low bid from Marschuetz is attached. Should you require additional information, please advise.



BID TABULATION
2019 SELECTIVE SLAB REPLACEMENT PROJECT
2019-PW-03C
February 22, 2019

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		J.M. Marschuetz Construction		Sweetens Concrete Services		R.V. Wagner		Lamke Trenching and Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	3,760	\$46.75	\$175,780.00	\$49.00	\$184,240.00	\$47.55	\$178,788.00	\$51.10	\$192,136.00	\$54.70	\$205,672.00
2	JOINT SEALANT	Sq. Yd.	3,760	\$1.90	\$7,144.00	\$1.80	\$6,768.00	\$1.80	\$6,768.00	\$1.25	\$4,700.00	\$1.75	\$6,580.00
3	4" ROLLED STONE BASE	Sq. Yd.	3,760	\$4.35	\$16,356.00	\$4.75	\$17,860.00	\$5.00	\$18,800.00	\$5.20	\$19,552.00	\$5.00	\$18,800.00
4	UNDERGRADING	Cu. Ft.	175	\$0.65	\$113.75	\$0.95	\$166.25	\$1.75	\$306.25	\$3.65	\$638.75	\$1.50	\$262.50
5	GEOTEXTILE FABRIC	Sq. Yd.	3,760	\$1.00	\$3,760.00	\$1.00	\$3,760.00	\$1.00	\$3,760.00	\$1.15	\$4,324.00	\$1.00	\$3,760.00
6	STRUCTURAL GEOGRID	Sq. Yd.	175	\$0.50	\$87.50	\$1.00	\$175.00	\$1.75	\$306.25	\$2.80	\$490.00	\$1.00	\$175.00
7	SEEDING & MULCHING	Sq. Yd.	74	\$1.00	\$74.00	\$0.01	\$0.74	\$27.00	\$1,998.00	\$53.85	\$3,984.90	\$5.00	\$370.00
8	TRAFFIC CONTROL	L.S.	1	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$8,191.41	\$8,191.41	\$3,826.00	\$3,826.00	\$15,000.00	\$15,000.00
9	PAVED APPROACHES	Sq. Yd.	182	\$55.00	\$10,010.00	\$57.75	\$10,510.50	\$67.50	\$12,285.00	\$73.45	\$13,367.90	\$58.00	\$10,556.00
10	SAWCUTTING	Lin. Ft.	364	\$2.75	\$1,001.00	\$3.50	\$1,274.00	\$2.00	\$728.00	\$6.80	\$2,475.20	\$2.75	\$1,001.00
12	UNDERDRAINS	Lin. Ft.	130	\$15.00	\$1,950.00	\$13.75	\$1,787.50	\$30.00	\$3,900.00	\$28.60	\$3,718.00	\$20.00	\$2,600.00
13.0	SIDEWALKS	Sq. Ft.	960	\$7.00	\$6,720.00	\$7.00	\$6,720.00	\$9.00	\$8,640.00	\$9.10	\$8,736.00	\$7.50	\$7,200.00
13.1	DETECTABLE WARNING SURFACE	Each	6	\$350.00	\$2,100.00	\$350.00	\$2,100.00	\$200.00	\$1,200.00	\$207.00	\$1,242.00	\$350.00	\$2,100.00
14	REPLACE INLET SILL	Each	4	\$400.00	\$1,600.00	\$450.00	\$1,800.00	\$250.00	\$1,000.00	\$469.35	\$1,877.40	\$400.00	\$1,600.00
15	ADJUSTMENT OF INLET SILL	Each	1	\$350.00	\$350.00	\$300.00	\$300.00	\$150.00	\$150.00	\$288.00	\$288.00	\$300.00	\$300.00
16	DRILLING AND DOWELING	Each	356	\$12.00	\$4,272.00	\$12.50	\$4,450.00	\$7.60	\$2,705.60	\$10.15	\$3,613.40	\$10.00	\$3,560.00
17	A2 JOINTS	Lin. Ft.	72	\$15.00	\$1,080.00	\$13.50	\$972.00	\$15.00	\$1,080.00	\$8.90	\$640.80	\$25.00	\$1,800.00
18	SILT FENCE	Lin. Ft.	70	\$1.00	\$70.00	\$1.00	\$70.00	\$3.50	\$245.00	\$6.25	\$437.50	\$1.00	\$70.00
19	INLET PROTECTION	Each	4	\$60.00	\$240.00	\$58.00	\$232.00	\$100.00	\$400.00	\$121.45	\$485.80	\$10.00	\$40.00
20	GRATED TROUGH REPLACEMENT	Each	0	\$22,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,000.00	\$0.00
	BID FORM TOTAL				\$248,708.25		\$248,185.99		\$251,251.51		\$266,533.65		\$281,446.50

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Friday, February 22, 2019

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda through , for the

2019 Selective Slab Replacement-Area C
2019-PW-03 C

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 3,760 square yards of concrete pavement, property restoration and other necessary appurtenances.

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:Company Name: J.M. Marschuetz ConstructionAddress: 15 Truitt DR.City, State Eureka, MO 63025Phone number: 636-938-3600 Fax: 636-938-7411E-mail address: Todd@marschuetz.com

Type of Firm: Sole Partnership Partnership
Corporation ✓ Other

Officer Todd WallTitle Vice PresidentSignature Todd WallDate 2/21/19

**ITEMIZED BID
CITY OF CHESTERFIELD
2019 SELECTIVE SLAB REPLACEMENT PROJECT
2019-PW-03 C**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	3,760	<u>49.00</u>	<u>184,240.00</u>
2	JOINT SEALANT	Sq. Yd.	3,760	<u>1.80</u>	<u>6,768.00</u>
3	4" ROLLED STONE BASE	Sq. Yd.	3,760	<u>4.75</u>	<u>17,860.00</u>
4	UNDERGRADING	Cu. Ft.	175	<u>0.95</u>	<u>166.25</u>
5	GEOTEXTILE FABRIC	Sq. Yd.	3,760	<u>1.00</u>	<u>3,760.00</u>
6	STRUCTURAL GEOGRID	Sq. Yd.	175	<u>1.00</u>	<u>175.00</u>
7	SEEDING & MULCHING	Sq. Yd.	74	<u>0.01</u>	<u>0.74</u>
8	TRAFFIC CONTROL	L.S.	1	<u>5,000.00</u>	<u>5,000.00</u>
9	PAVED APPROACHES	Sq. Yd.	182	<u>57.75</u>	<u>10,510.50</u>
10	SAWCUTTING	Lin. Ft.	364	<u>3.50</u>	<u>1,274.00</u>
12	UNDERDRAINS	Lin. Ft.	130	<u>13.75</u>	<u>1,787.50</u>
13.0	SIDEWALKS	Sq. Ft.	960	<u>7.00</u>	<u>6,720.00</u>
13.1	DETECTABLE WARNING SURFACE	Each	6	<u>350.00</u>	<u>2,100.00</u>
14	REPLACE INLET SILL	Each	4	<u>450.00</u>	<u>1,800.00</u>
15	ADJUSTMENT OF INLET SILL	Each	1	<u>300.00</u>	<u>300.00</u>
16	DRILLING AND DOWELING	Each	356	<u>12.50</u>	<u>4,450.00</u>
17	A2 JOINTS	Lin. Ft.	72	<u>13.50</u>	<u>972.00</u>
18	SILT FENCE	Lin. Ft.	70	<u>1.00</u>	<u>70.00</u>
19	INLET PROTECTION	Each	4	<u>58.00</u>	<u>232.00</u>
20	GRATED TROUGH REPLACEMENT	Each	0	<u>20,000.00</u>	<u>0.00</u>

TOTAL BID

\$ 248,185.99

OTHER LEGISLATION

- A. Proposed Resolution – City County Merger** A proposed resolution expressing opposition to the initiative petition (2020-042) regarding the proposed constitutional amendment to the constitution of the State of Missouri, Article VI and expressing support for a petition providing for the board of freeholders/electors. Unlike the prior Resolution #440 which expressed opposition to any generic proposal that circumvents a local vote, this resolution specifically identifies the petition filed with the Secretary of State. **(Voice Vote)**
- B. Bill No. 3234 - Fienup Farms - Record Plat 1** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 1, a 46.34 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**
- C. Bill No. 3235 - Fienup Farms - Record Plat 2** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 2, a 4.54 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**
- D. Bill No. 3236 - Fienup Farms - Record Plat 3** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 3, a 58.50 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**
- E. Bill No. 3237 - Fienup Farms - Record Plat 4** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 4, a 13.96 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**
- F. Bill No. 3238 - Fienup Farms - Record Plat 5** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 5, a 10.88 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

- G. Bill No. 3239 - Fienup Farms - Record Plat 6** An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 6, a 23.03 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**
- H. Bill No. 3240 - Fienup Farms – Fire Hydrants** Approves the installation of thirty-three (33) fire hydrants at Fienup Farms located within the City of Chesterfield. **(First & Second Readings) Department of Public Works recommends approval.**

RESOLUTION NO. _____

A RESOLUTION EXPRESSING OPPOSITION TO THE INITIATIVE PETITION (2020-042) REGARDING A PROPOSED CONSTITUTIONAL AMENDMENT TO THE CONSTITUTION OF THE STATE OF MISSOURI, ARTICLE VI AND EXPRESSING SUPPORT FOR A PETITION PROVIDING FOR THE BOARD OF FREEHOLDERS/ELECTORS

WHEREAS, the City of Chesterfield previously passed Resolution #440 opposing any and all legislation authorizing a statewide vote regarding or mandating a change in the government structure of St. Louis City and St. Louis County and the municipalities therein; and

WHEREAS, an initiative petition has been submitted to the Missouri Secretary of State regarding a proposed constitutional amendment to Article VI (2020-042); and

WHEREAS, the aforesaid initiative petition has been filed to amend Article VI of the Constitution by repealing Section 30(a), 30(b), 31, 32(a), 32(b), 32(c), 33 and adopting one new Section to be known as Article VI, Section 30 which would provide for the formation of the Metropolitan City of St. Louis by consolidating St. Louis County and the City of St. Louis, including the municipalities currently located therein; and

WHEREAS, the aforesaid initiative petition provides for a constitutional change which mandates a change in the government structure of the City of St. Louis, St. Louis County, and all of the municipal corporations within St. Louis County; and

WHEREAS, the aforesaid initiative petition would result in a statewide vote as opposed to the currently mandated constitutional vote requirement which is limited to the registered voters within the City of St. Louis and St. Louis County; and

WHEREAS, the aforesaid initiative petition contains multiple provisions which are offensive to the City of Chesterfield, its residents, and the businesses which operate within the City.

WHEREAS, the Missouri Constitution currently provides for the formation of a Board of Freeholders/Electors as authorized by Article VI; Section 30(a) and 30(b) who shall have the power to consolidate the territories and governments of St. Louis County and the City of St. Louis into one political subdivision, to consolidate and reorganize the County governments of St. Louis County and the City of St. Louis or to otherwise formulate and adopt any other plan for the partial or complete government of all or any part of St. Louis County and the City of St. Louis; and

WHEREAS, the City of Chesterfield desires to state its support for a Petition for the formation of a Board of Freeholders/Electors, as currently authorized by the Missouri Constitution; and

WHEREAS, the Mayor and City Council of the City of Chesterfield believe that all discussions and votes on any plans to change their local government structure within St. Louis City and St. Louis County should be limited to the residents of the City and County; and

WHEREAS, the Mayor and City Council of the City of Chesterfield believe that the governing bodies of all municipalities in St. Louis County should also have significant involvement in any such discussions to advance the best interests of their residents;

NOW, THEREFORE, BE IT RESOLVED that the City of Chesterfield hereby re-affirms its opposition to the petition initiative filed by Christopher Pieper on February 11, 2019 (2020-042) regarding a proposed constitutional amendment to Article VI which proposes to unify St. Louis County and the City of St. Louis and which would eliminate local government resulting in the reduction of services provided to the residents of Chesterfield and affirms its support for a Petition for the formation of a Board of Freeholders/Electors as authorized by Article VI: Section 30(a) and 30(b) of the Missouri Constitution.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of Chesterfield hereby re-affirms its opposition to any statewide vote or legislative mandate on governmental reorganization regarding the City of St. Louis and St. Louis County and the municipalities therein; and

BE IT FURTHER RESOLVED that the City of Chesterfield urges the St. Louis County Council, and the St. Louis Board of Aldermen, on behalf of their respective residents, to pass a similar resolution opposing a statewide vote or legislative mandate; and

WHEREAS, the Mayor and City Council of the City of Chesterfield believe that the governing bodies of all municipalities in St. Louis County should also have significant involvement in any such discussions to advance the best interests of their residents;

WHEREAS, the aforesaid initiative petition contains multiple provisions which are offensive to the City of Chesterfield, its residents, and the businesses which operate within the City.

NOW, THEREFORE, BE IT RESOLVED that the City of Chesterfield hereby re-affirms its opposition to the petition initiative filed by Christopher Pieper on February 11, 2019 (2020-042) regarding a proposed constitutional amendment to Article VI which proposes to unify St. Louis County and the City of St. Louis and which would eliminate local government resulting in the reduction of services provided to the residents of Chesterfield and affirms its support for a Petition for the formation of a Board of Freeholders/Electors as authorized by Article VI: Section 30(a) and 30(b) of the Missouri Constitution.

BE IT FURTHER RESOLVED that the Mayor and City Council of the City of Chesterfield hereby re-affirms its opposition to any statewide vote or legislative mandate on governmental reorganization regarding the City of St. Louis and St. Louis County and the municipalities therein; and

BE IT FURTHER RESOLVED that the City of Chesterfield urges the St. Louis County Council, and the St. Louis Board of Aldermen, on behalf of their respective residents, to pass a similar resolution opposing a statewide vote or legislative mandate; and

BE IT FURTHER RESOLVED that the City of Chesterfield recommends local discussions and local votes on any reorganization or consolidation plan that may be developed through such discussions.

PASSED THIS DAY, MARCH 4, 2019, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHESTERFIELD

Presiding Officer

Bob Nation, Mayor

Attest:

Vickie Hass, City Clerk

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: March 04, 2019

RE: **Fienup Farms (Record Plat 1)**: Record Plat 1 of the 6 Record Plats that create Phase 1 of the 223 acre development known as Fienup Farms located north of Wild Horse Creek Road and east of Long Road.

Summary

Wild Horse Residential, LLC has submitted a request for six Record Plats over the 223 acres zoned "PUD" Planned Unit Development located on the north side of Wild Horse Creek Road approximately 3,250 feet east of its intersection with Kehrs Mill Road and 4,400 feet west of its intersection with Baxter Road. The six Record Plats would establish 111 of the 223 total lots within the Fienup Farms development. This request is for the first (Record Plat 1) of the 6 Record Plats that create Phase 1 of the 223 acre development.

Figure 1 on the following page is an image that outlines all 6 plats included in Phase 1 along with the associated improvements for each plat. Table 1 below Figure 1 identifies each plat, provides the number of lots contained in each plat, followed by a brief description of that plat.

On January 14, 2019, the Planning Commission recommended approval of Record Plat 1 within the Subdivision of Fienup Farms with a vote of 8-0.

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

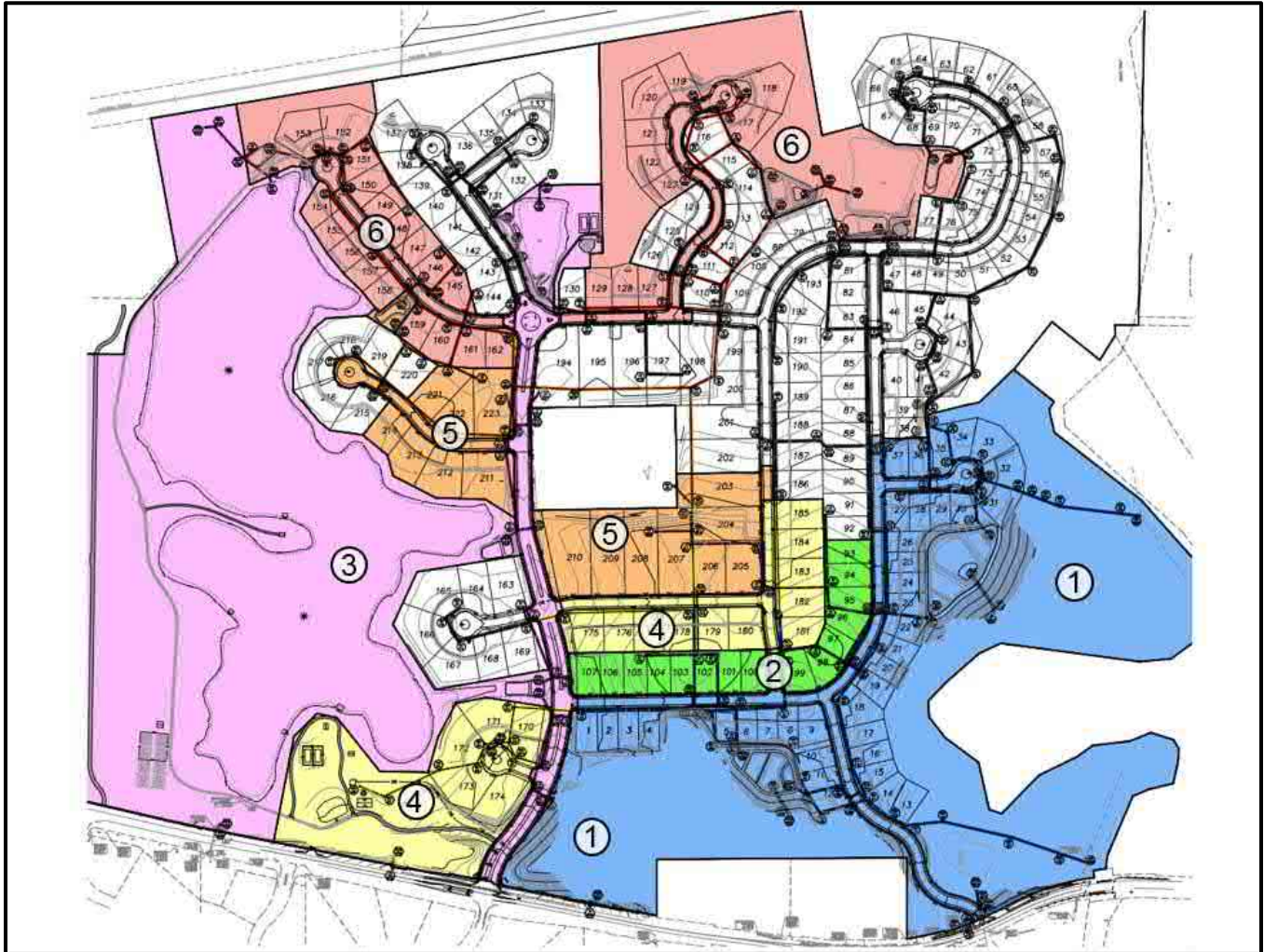


Figure 1: Plats and Associated Improvements

Record Plat	Lots	Description
Plat 1	37	Southeastern lots including east entrance
Plat 2	15	Directly north of Plat 1 with lots ranging from 15,300 - 18,634 SF
Plat 3	0	Includes Fienup Farms BLVD/west entrance, the entire lake, and western and northern amenities
Plat 4	16	Southwestern and southcentral lots including some amenities close to the west entrance
Plat 5	15	Primarily in the center of the site with the largest lots of phase 1 from 16,186 - 41,744 SF
Plat 6	28	Northern edge of phase 1 including amenities in the northeast

Table 1: Plat Description

BILL NO. ³²³⁴_____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 1, A 46.34 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 46.34 acre tract of land into thirty-seven (37) 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 Fienup Farms 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

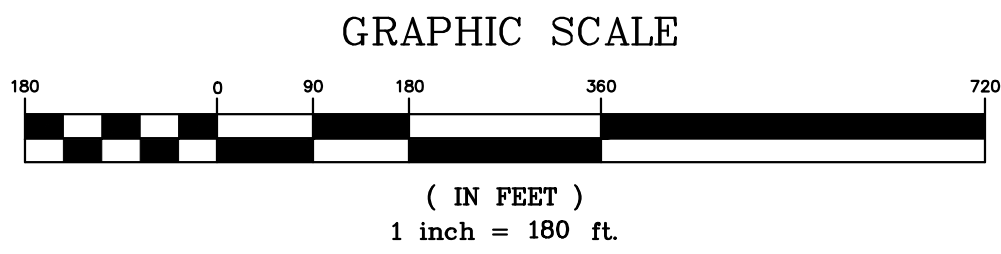
Vickie Hass, CITY CLERK

FIRST READING HELD: 03/04/2019

FIENUP FARMS PLAT ONE

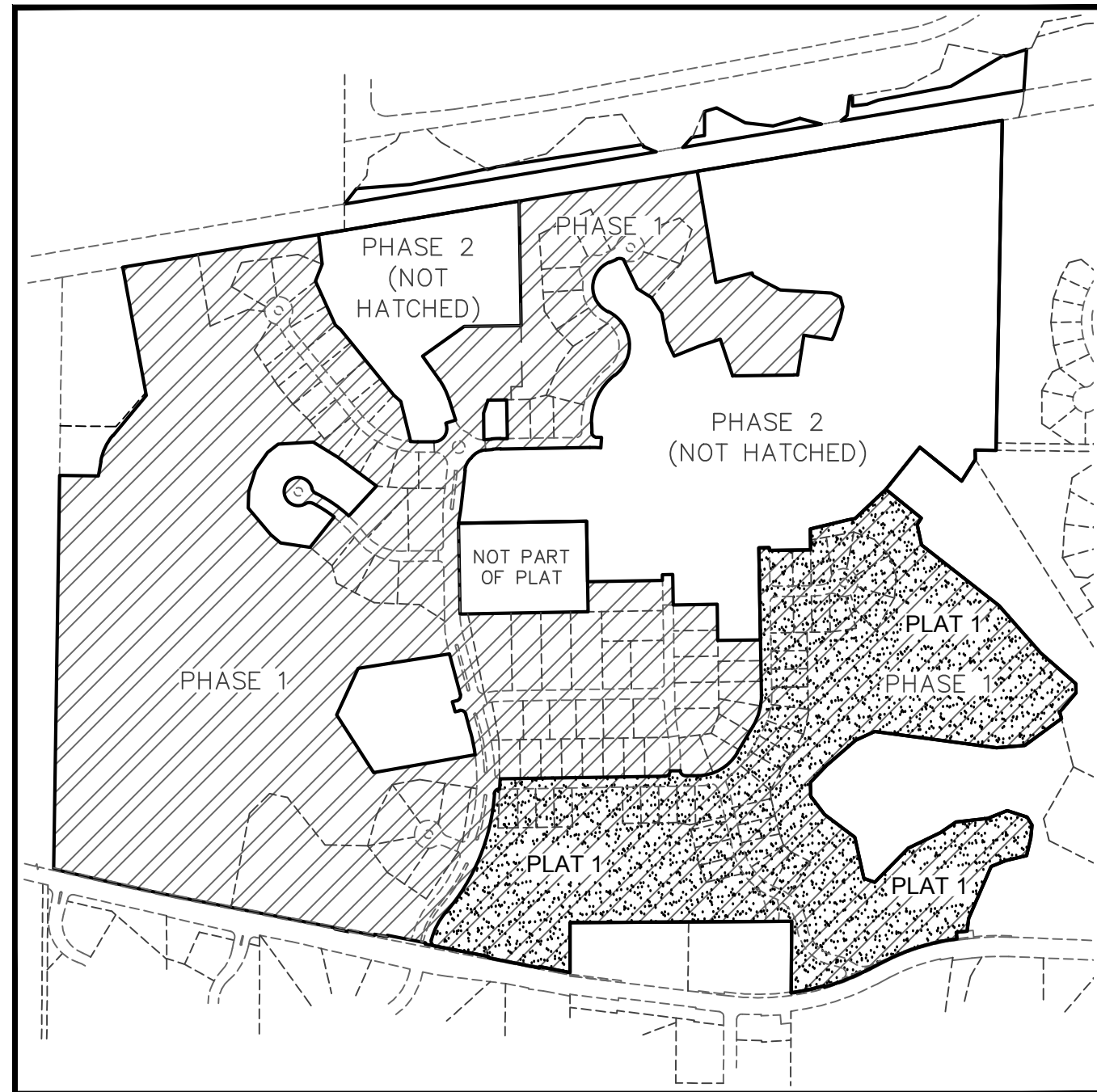
A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 366, PAGES 195-198, TOGETHER WITH PART OF A TRACT OF LAND LOCATED IN U.S. SURVEYS 125 AND 886, ALL LOCATED IN U.S. SURVEYS 125 AND 886, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°53'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N50°35'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



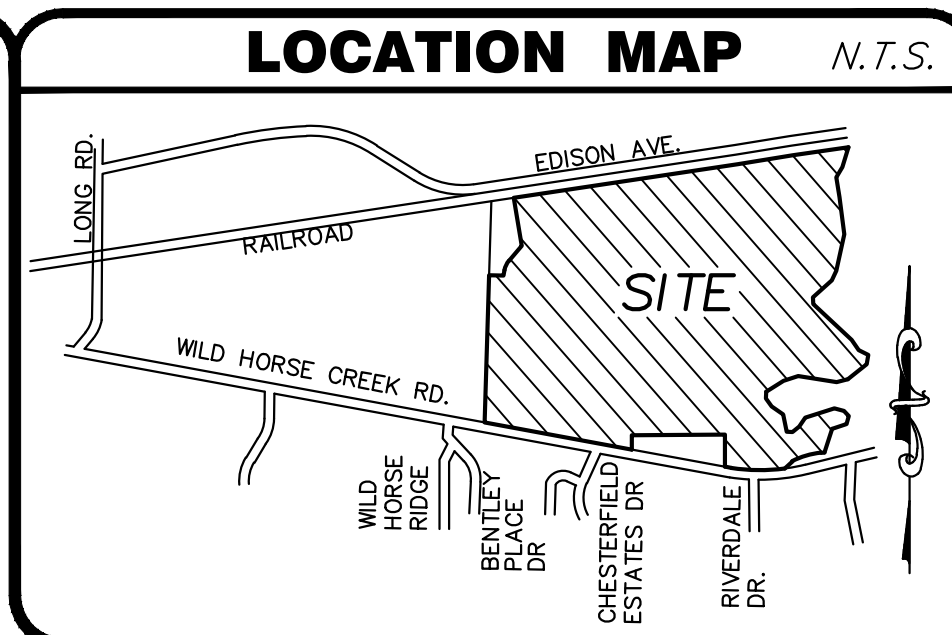
DEVELOPMENT PHASE DETAIL

SCALE: 1 in = 600 ft



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DRAWN BY:	GFS	MSD P# - 18MSD-00093
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT ONE



- LEGEND:**
- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" I.R.O.D. W/ ALUMINUM CAP)
 - = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP) OR CUT CROSS
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - FND. = FOUND
 - P.W.M.T. = PAVEMENT
 - T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS' ASSOCIATION
 - 323 = ADDRESS
 - + = FOUND CROSS
 - ⊕ = FOUND ANCHOR
 - ⊙ = BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET
- HATCHING LEGEND:**
- PUBLIC RIGHT-OF-WAY =
 - RIGHT-OF-WAY DEDICATION TO ST. LOUIS COUNTY =
 - RIGHT-OF-WAY DEDICATION TO THE CITY OF CHESTERFIELD =
 - PLAT 1 LIMITS =
 - PHASE 1 LIMITS =

LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	5.60'	878.02'	S82°58'14"W	5.60'	00°02'15.4"
C2	307.57'	854.02'	S72°28'14"W	305.92'	02°03'38.06"
C3	188.15'	920.37'	S68°00'33"W	187.82'	01°14'42.45"
C4	131.75'	915.37'	S77°53'43"W	131.63'	00°04'44.8"

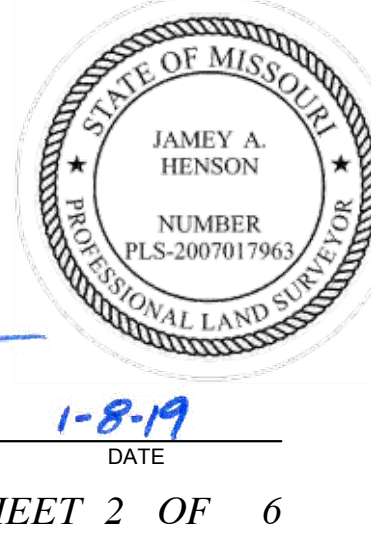
LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°26'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°22'31"E
L8	81.23'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S62°09'11"W
L15	5.22'	N00°30'40"E

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 6 FOR CERTIFICATION.

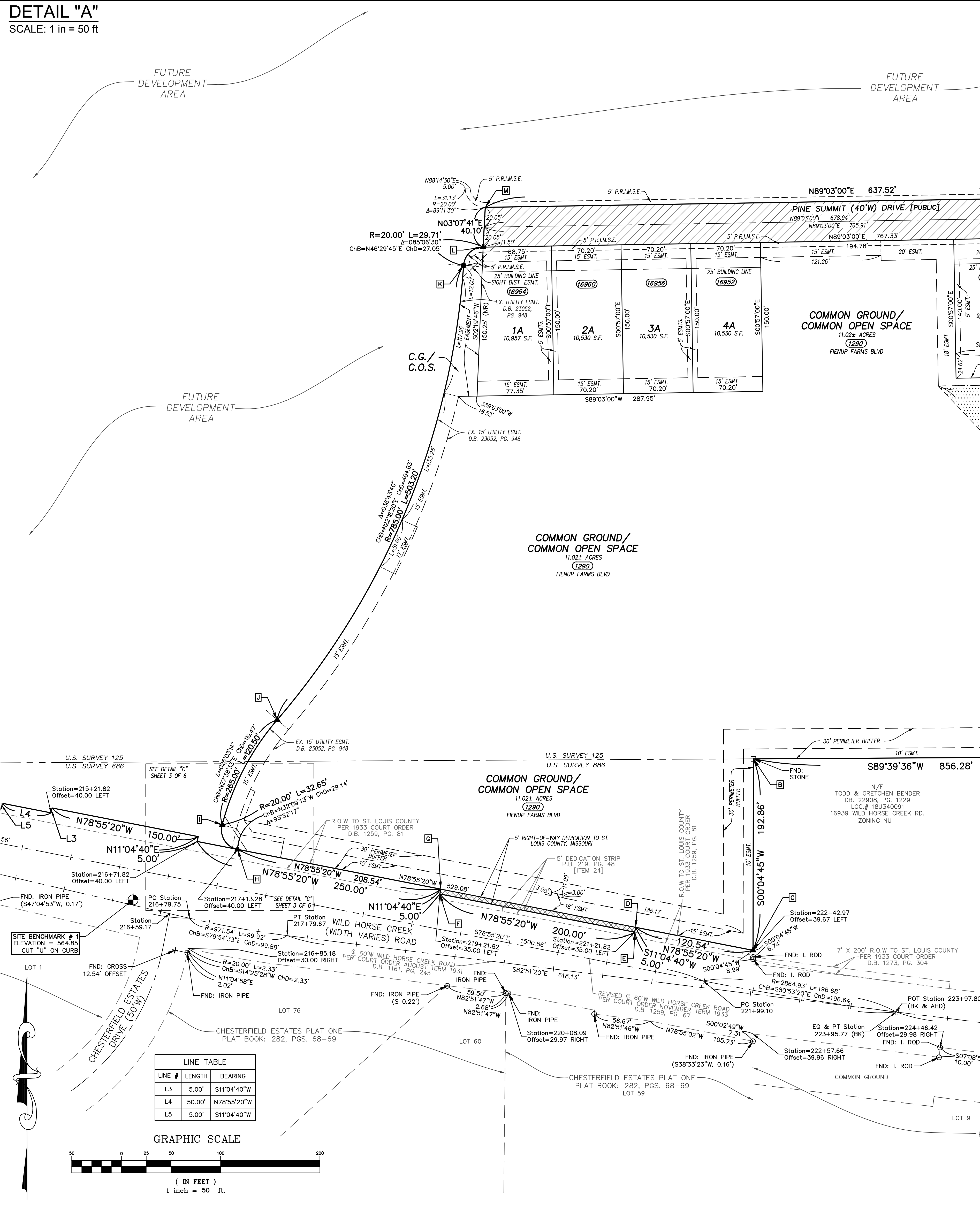
THE STERLING COMPANY
MO. REG. 307-D

JAMES A. HENSON, P.L.S., VICE PRESIDENT
MO. REG. L.S. #2007017963



FIENUP FARMS PLAT ONE

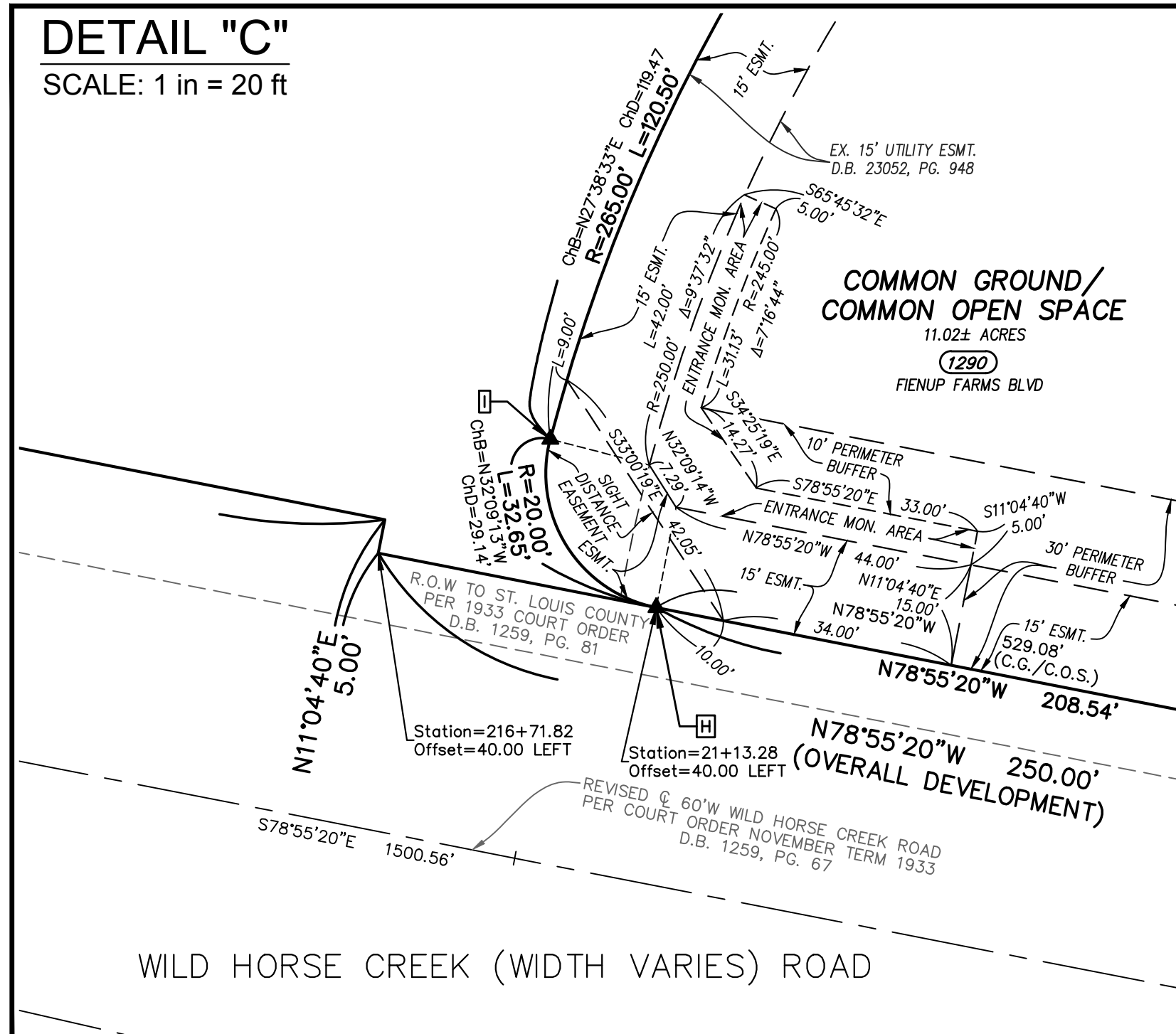
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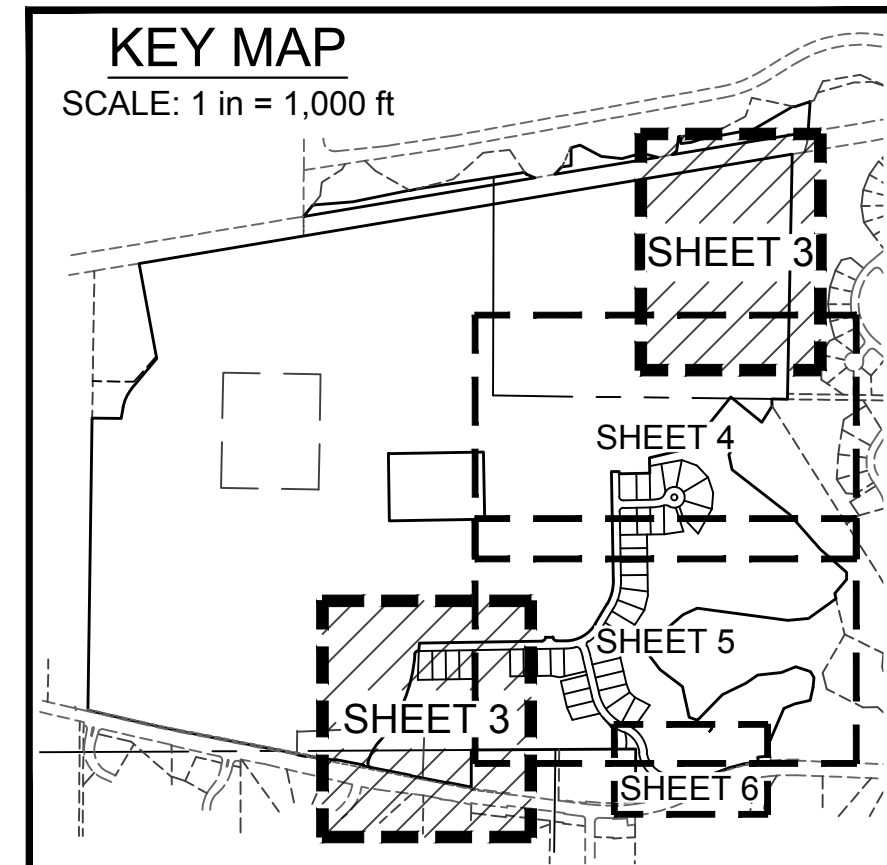
DETAIL "B"
SCALE: 1 in = 50 ft



DETAIL "C"
SCALE: 1 in = 20 ft



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 - = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
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 - P.W.T. = PAVEMENT
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 - H.O.A. = HOMEOWNERS' ASSOCIATION
 - PUBLIC RIGHT-OF-WAY =
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 - BUFFER/PRESERVATION AREA =
 - DEFEASIBLE ACCESS EASEMENT =
 - DEFEASIBLE EASEMENT TO M.S.D. =
 - STORMWATER MANAGEMENT RESERVE AREA =
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 - S.F. = SQUARE FEET



SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 6 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, P.L.S., VICE PRESIDENT
MO. REG. L.S. #200717963

DATE: 1-8-19

SHEET 3 OF 6

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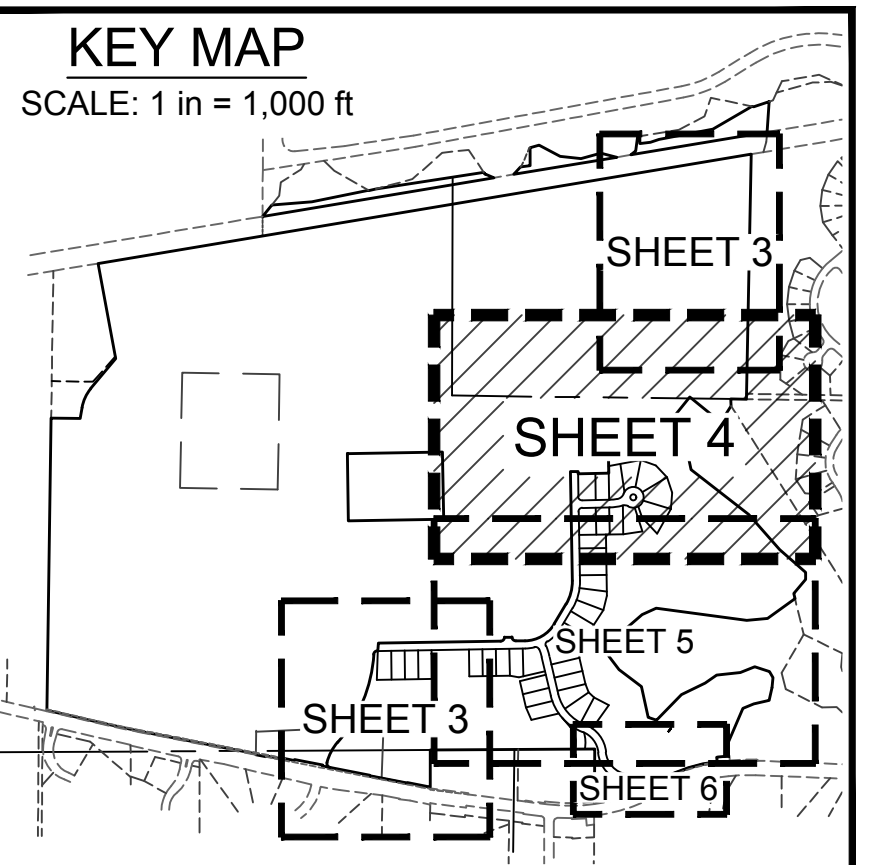
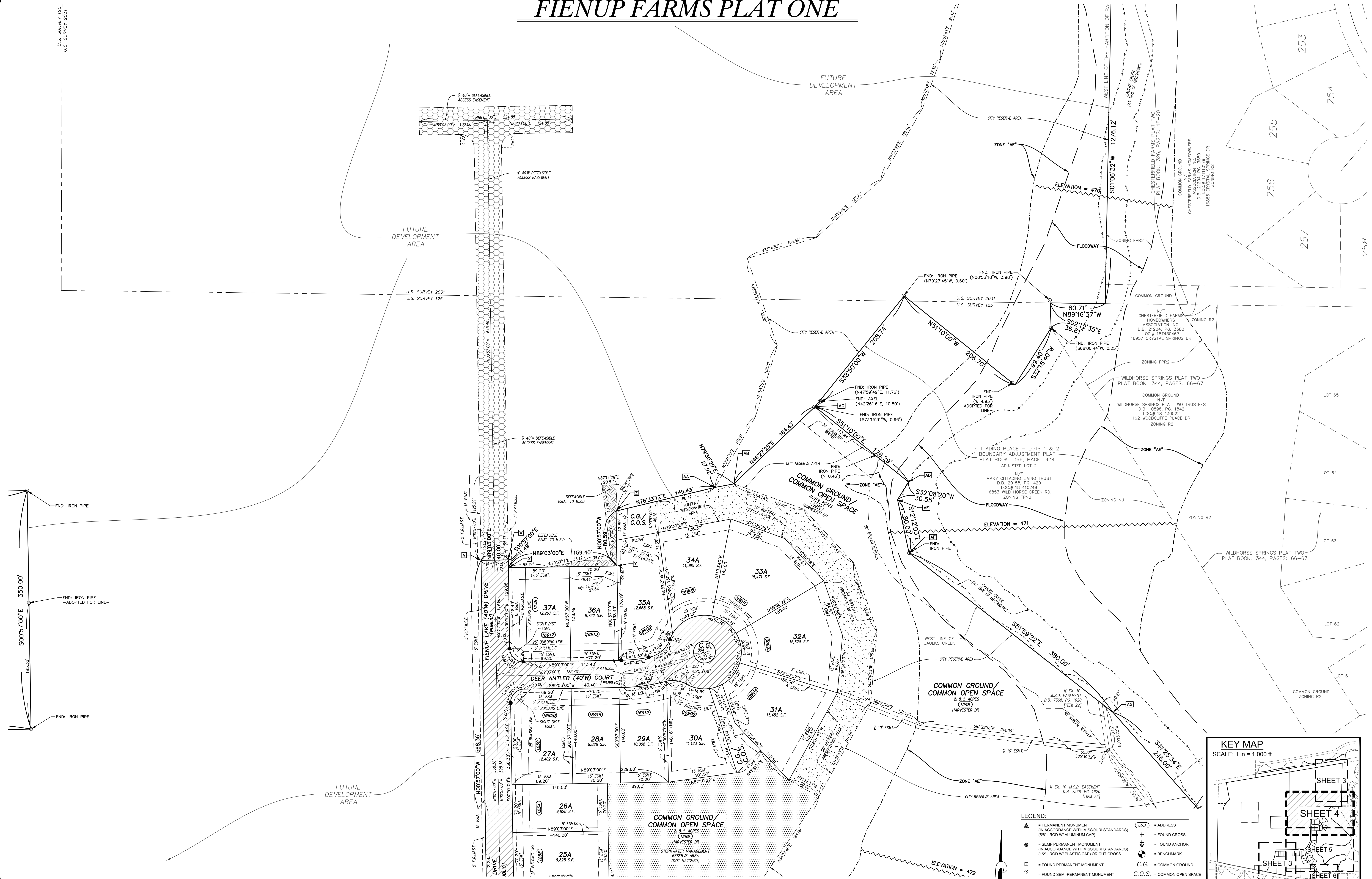
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CHECKED BY: JAH **DATE:** JAN. 8, 2019

JOB NO.: 14-06-196 **FIENUP FARMS PLAT ONE**

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C 313062.654	241264.108
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E 313068.341	241227.783
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G 313081.751	241168.302
H 313094.176	241105.970
I 313101.712	241101.268
J 313133.909	241118.271
K 313273.184	241175.964
L 313278.839	241181.963
M 313291.040	241182.672

FIENUP FARMS PLAT ONE



LEGEND:

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 ● = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 ○ = FOUND SEMI-PERMANENT MONUMENT
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HATCHING LEGEND:

RIGHT-OF-WAY DEDICATION TO THE CITY OF CHESTERFIELD =

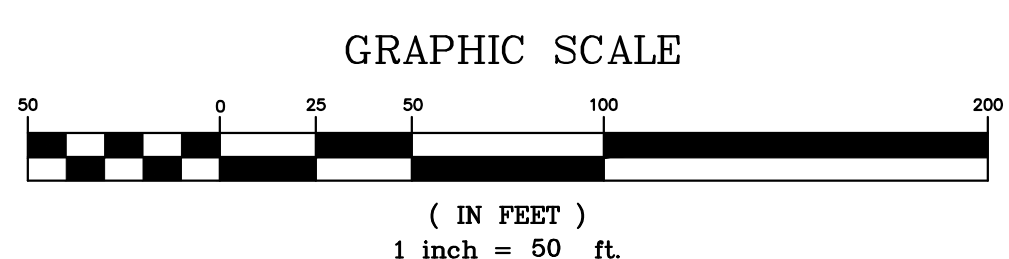
RIGHT-OF-WAY DEDICATION TO THE CITY OF CHESTERFIELD =

DEFEASIBLE ACCESS EASEMENT =

DEFEASIBLE EASEMENT TO M.S.D. =

STORMWATER MANAGEMENT RESERVE AREA =

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DRAWN BY: GFS **MSD P# -** 18MSD-00093

CHECKED BY: JAH **DATE:** JAN. 8, 2019

JOB NO.: 14-06-196 **FIENUP FARMS PLAT ONE**

STATE PLANE COORDINATES		
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X	313558.936	241500.663
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AA	313594.575	241593.247
AB	313596.096	241601.620
AC	313630.495	241638.062
AD	313596.661	241679.801
AE	313588.794	241674.821
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SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 6 FOR CERTIFICATION.

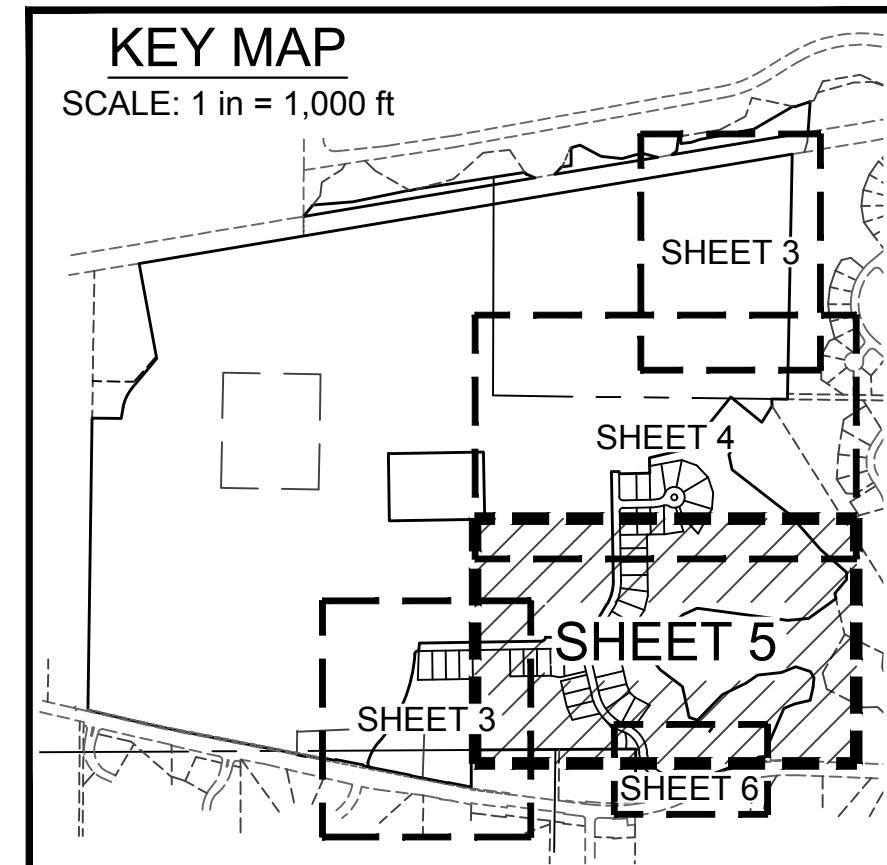
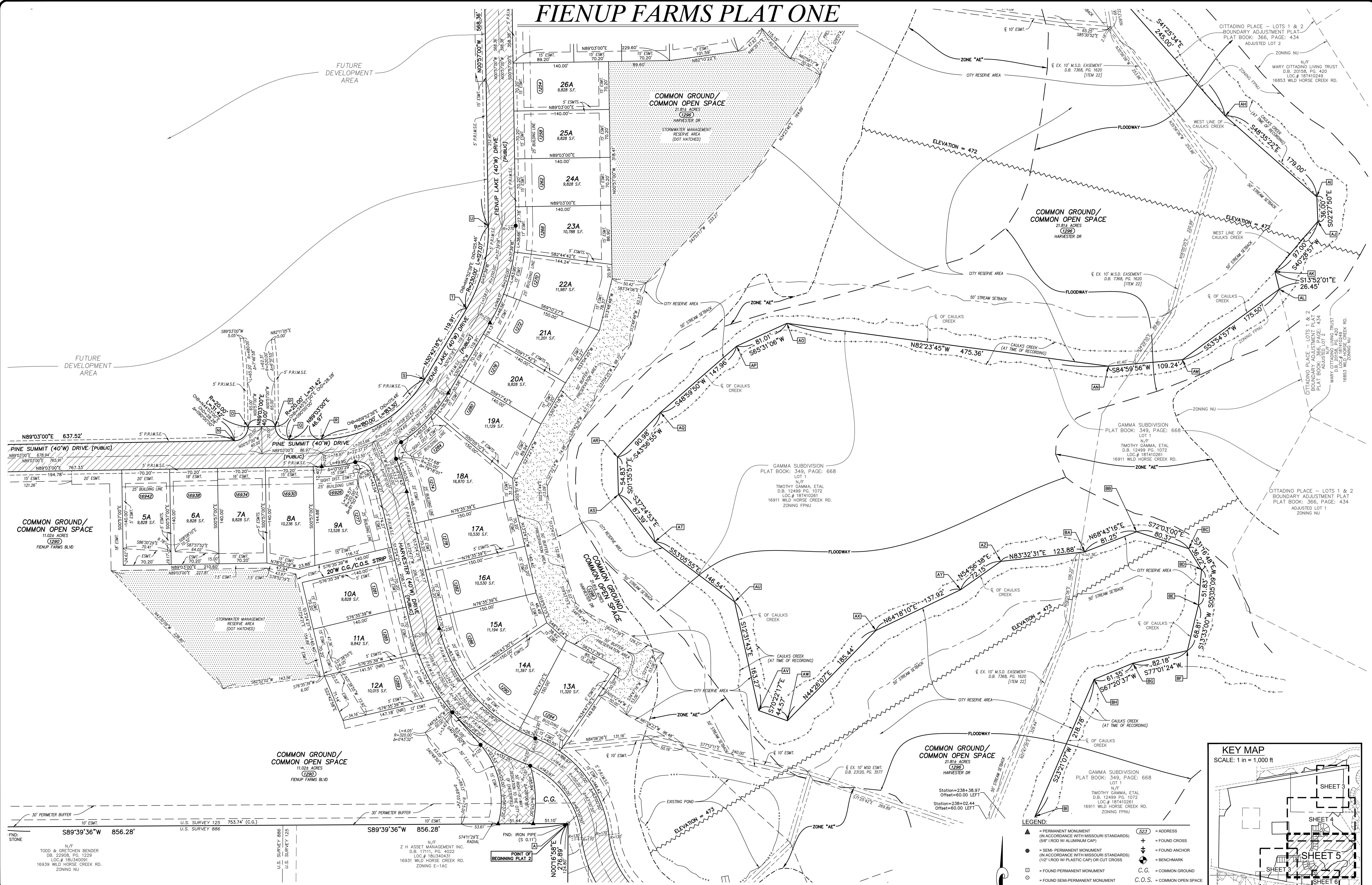
THE STERLING COMPANY
 MO. REG. 307-D

J. A. Henson
 JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
 MO. REG. L.S. #200717963

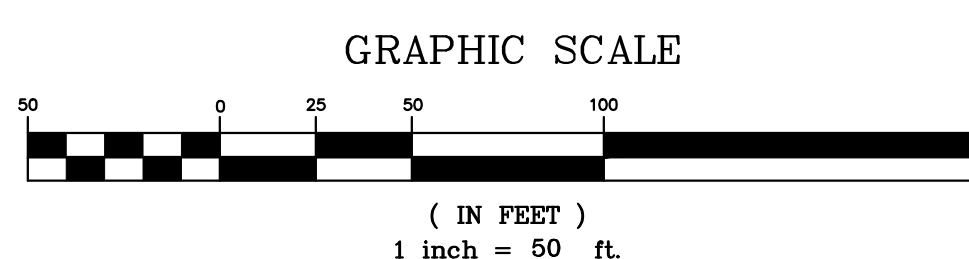
DATE: 1-8-19

SHEET 4 OF 6

FIENUP FARMS PLAT ONE



- LEGEND:**
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STATE PLANE COORDINATES		STATE PLANE COORDINATES		STATE PLANE COORDINATES		STATE PLANE COORDINATES	
NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING
A 313122.090	241525.363	AJ 313389.971	241861.338	AU 313220.860	241600.119	BF 313198.372	241802.387
N 313293.598	241376.954	AK 313367.550	241842.069	AV 313172.248	241610.747	BG 313192.832	241777.962
O 313299.773	241382.968	AL 313359.717	241843.974	AW 313167.641	241623.527	BH 313185.698	241760.682
P 313299.934	241395.158	AM 313328.363	241800.642	AX 313207.862	241663.233	BI 313124.563	241734.044
Q 313293.919	241401.334	AN 313325.574	241767.465	AY 313225.959	241701.172		
R 313294.108	241415.646	AO 313345.235	241623.927	AZ 313238.527	241719.214		
S 313320.789	241461.996	AP 313335.081	241601.422	BA 313242.646	241756.744		
T 313352.146	241480.764	AQ 313305.611	241567.290	BB 313251.553	241779.848		
U 313389.068	241490.708	AR 313285.713	241547.977	BC 313243.924	241803.125		
AH 313437.159	241820.112	AS 313269.007	241548.387	BD 313234.471	241808.824		
AI 313400.934	241860.904	AT 313247.798	241564.496	BE 313218.743	241807.370		

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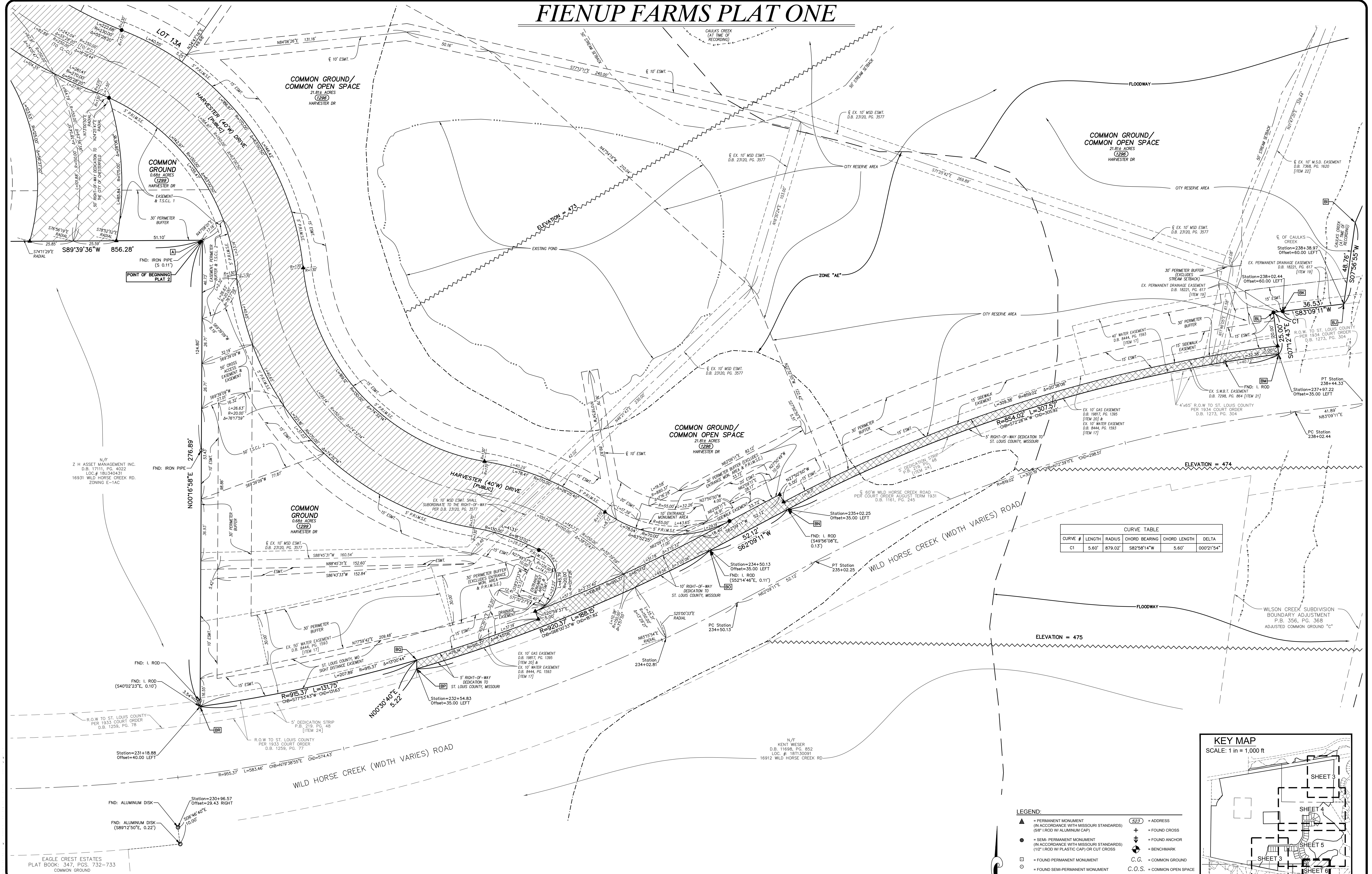
DRAWN BY:	GFS	MSD P# - 18MSD-00093
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT ONE

SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 6 FOR CERTIFICATION.
THE STERLING COMPANY
MO REG. 307-D

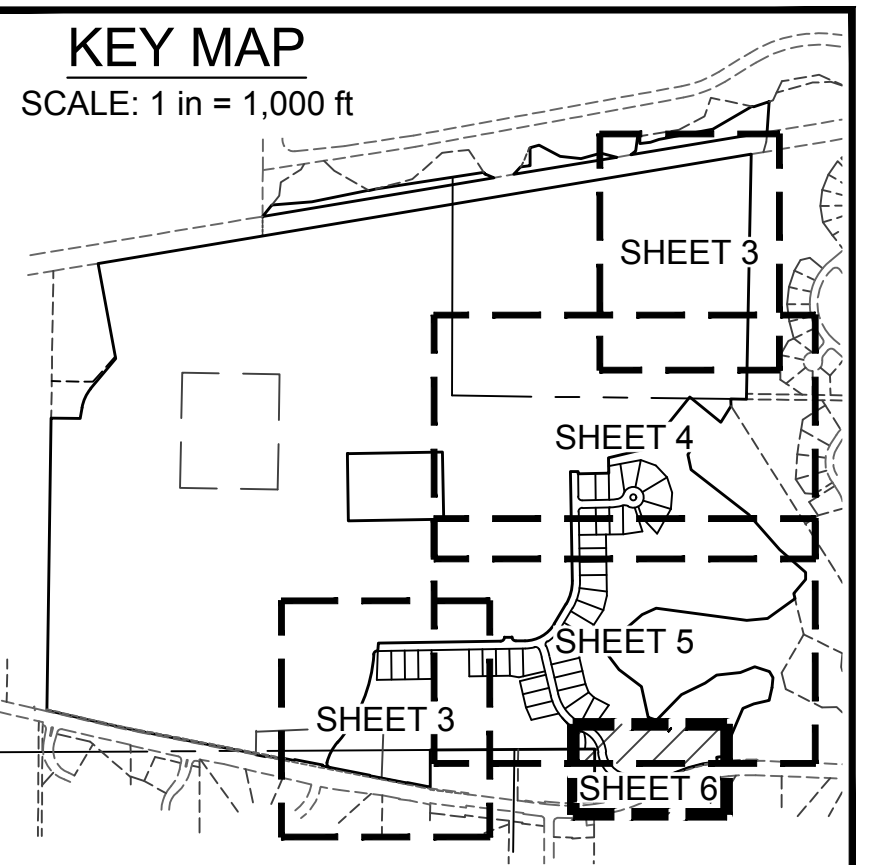
JAMEY A. HENSON
NUMBER PLS-307017963
DATE 1-8-19
JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200717963

STATE OF MISSOURI
JAMEY A. HENSON
PLS-307017963
1-8-19
SHEET 5 OF 6

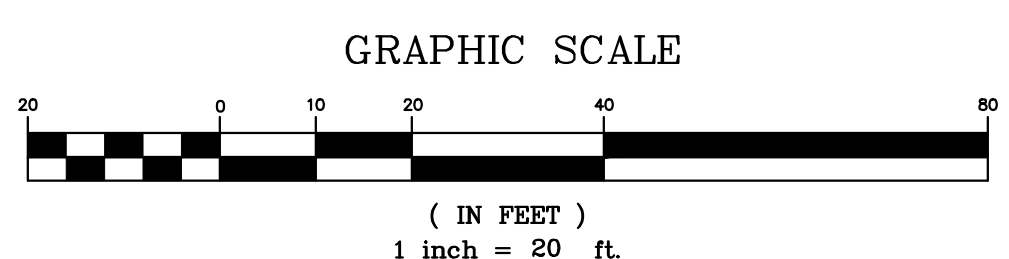
FIENUP FARMS PLAT ONE



CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	5.60'	879.02'	S82°58'14"W	5.60'
				000°21'54"



- LEGEND:**
- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 - = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - FND. = FOUND
 - P.W.M. = PAVEMENT
 - T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS' ASSOCIATION
 - HATCHING LEGEND:
 - RIGHT-OF-WAY DEDICATION TO THE CITY OF CHESTERFIELD =
 - RIGHT-OF-WAY DEDICATION TO THE CITY OF CHESTERFIELD =
 - BUFFER/PRESERVATION AREA =
 - DEFEASIBLE ACCESS EASEMENT =
 - DEFEASIBLE EASEMENT TO M.S.D. =
 - STORMWATER MANAGEMENT RESERVE AREA =
 - 523 = ADDRESS
 - + = FOUND CROSS
 - ⬇ = FOUND ANCHOR
 - ⊙ = BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET



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

DRAWN BY: GFS **MSD P# -** 18MSD-00093
CHECKED BY: JAH **DATE:** JAN. 8, 2019
JOB NO.: 14-06-196 **FIENUP FARMS PLAT ONE**

STATE PLANE COORDINATES		
	NORTHING	EASTING
A	313122.090	241525.363
BI	313124.563	241734.044
BU	313108.851	241731.938
BK	313108.561	241720.880
BL	313108.358	241719.185
BN	313100.796	241720.116
BO	313073.017	241631.115
BP	313065.645	241617.044
BQ	313044.392	241563.894
BR	313045.983	241563.914
BR	313037.704	241524.658

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 6 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, P.L.S., VICE PRESIDENT
MO. REG. L.S. #200717963

DATE: 1-8-19

SHEET 6 OF 6



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Joseph Knight

DATE: 2/6/19

Standby L/C No.: SLC00005427

Currency/Amount:	USD 1,591,689.62
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005427

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$1,591,689.62 (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 Fienup Farms Plat 1 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005427

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2024.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005427.

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 1)
_____ in accordance with
Ordinance No. 2971, 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 million five hundred ninety-one thousand six hundred eighty-nine
_____ DOLLARS
(\$ 1,591,689.62), 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 One million five hundred ninety-one thousand six hundred eighty-nine, DOLLARS (\$ 1,591,689.62) 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 Fienup Farms (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

RECEIVED

FEB - 7 2019

City of Chesterfield
Department of Public Services

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

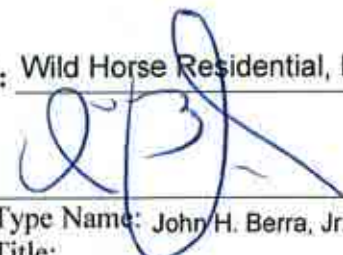
seals the ____ day of _____, 20____.

ATTEST: (SEAL)

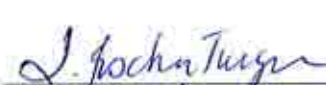

Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

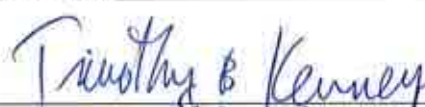

Type Name: John H. Berra, Jr.
Title:
Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer Turgor
Title: AUP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B. KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: FIENUP FARMS
 PLAT: 1
 SUBDIVISION CODE: 330
 NO. LOTS: 37
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$421,537.82	\$0.00 \$0.00	0	\$421,537.82	100
SIDEWALKS			\$53,490.91	\$0.00 \$0.00	0	\$53,490.91	100
STREET SIGNS			\$990.00	\$0.00 \$0.00	0	\$990.00	100
STREET TREES			\$9,982.50	\$0.00 \$0.00	0	\$9,982.50	100
SANITARY SEWER AND PUMP STATIONS			\$101,558.16	\$0.00 \$0.00	0	\$101,558.16	100
STORM SEWER			\$189,413.73	\$0.00 \$0.00	0	\$189,413.73	100
GRADING			\$158,691.50	\$0.00 \$0.00	0	\$158,691.50	100
DETENTION AND WATER QUALITY			\$86,359.68	\$0.00 \$0.00	0	\$86,359.68	100
EROSION CONTROL			\$30,050.35	\$0.00 \$0.00	0	\$30,050.35	100
SILTATION CONTROL			\$30,050.35	\$0.00 \$0.00	0	\$30,050.35	100
COMMON GROUND SEED AND ISLAND SODDING			\$18,648.92	\$0.00 \$0.00	0	\$18,648.92	100
MONUMENTATION			\$8,497.50	\$0.00 \$0.00	0	\$8,497.50	100
RETAINING WALLS			\$58,945.70	\$0.00 \$0.00	0	\$58,945.70	100
STREET LIGHTS			\$10,164.00	\$0.00 \$0.00	0	\$10,164.00	100
WATER MAINS			\$408,089.00	\$0.00 \$0.00	0	\$408,089.00	100
FENCE			\$5,219.50	\$0.00 \$0.00	0	\$5,219.50	100
TOTALS			\$1,591,689.62	\$0.00	0	\$1,591,689.62	100

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005430

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$159,168.96 (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 Fienup Farms Plat 1 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005430

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2025.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005430

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 1)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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 fifty-nine thousand one hundred sixty-eight DOLLARS
(\$ ^{159,168.96}_____), 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:

I. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One hundred fifty-nine thousand one hundred sixty-eight

DOLLARS (\$ 159,168.96), 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 Fienup Farms (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 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.

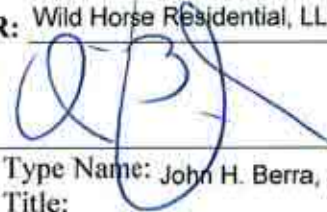
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20____ A.D.

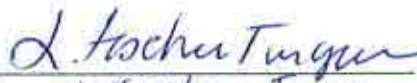
ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

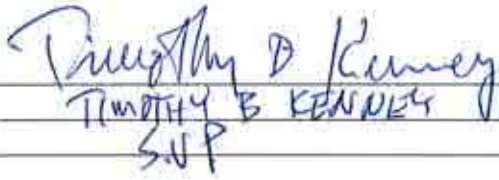
DEVELOPER: Wild Horse Residential, LLC

BY: 
Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Turgerson
Title: AVP

CREDIT HOLDER: Commerce Bank

BY: 
Name: TIMOTHY B KENNEDY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 H/E (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: FIENUP FARMS

PLAT: 1

SUB CODE: 330

DEVELOPER: Wild Horse Residential 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	\$42,153.78			\$42,153.78
SIDEWALKS	\$5,349.09			\$5,349.09
STREET SIGNS	\$99.00			\$99.00
STREET TREES	\$998.25			\$998.25
SAN. SEWER	\$10,155.82			\$10,155.82
STORM SEWER	\$18,941.37			\$18,941.37
GRADING	\$15,869.15			\$15,869.15
DETENTION AND WQ	\$8,635.97			\$8,635.97
EROSION CONTROL	\$3,005.04			\$3,005.04
SILTATION CONTROL	\$3,005.04			\$3,005.04
COMMON GR. SEED	\$1,864.89			\$1,864.89
MONUMENTATION	\$849.75			\$849.75
RETAINING WALL	\$5,894.57			\$5,894.57
STREET LIGHTS	\$1,016.40			\$1,016.40
WATER MAINS	\$40,808.90			\$40,808.90
FENCE	\$521.95			\$521.95
TOTALS	\$159,168.96		\$0.00	\$159,168.96

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: March 04, 2019

RE: **Fienup Farms (Record Plat 2)**: Record Plat 2 of the 6 Record Plats that create Phase 1 of the 223 acre development known as Fienup Farms located north of Wild Horse Creek Road and east of Long Road.

Summary

Wild Horse Residential, LLC has submitted a request for six Record Plats over the 223 acres zoned "PUD" Planned Unit Development located on the north side of Wild Horse Creek Road approximately 3,250 feet east of its intersection with Kehrs Mill Road and 4,400 feet west of its intersection with Baxter Road. The six Record Plats would establish 111 of the 223 total lots within the Fienup Farms development. This request is for the second (Record Plat 2) of the 6 Record Plats that create Phase 1 of the 223 acre development.

Figure 1 on the following page is an image that outlines all 6 plats included in Phase 1 along with the associated improvements for each plat. Table 1 below Figure 1 identifies each plat, provides the number of lots contained in each plat, followed by a brief description of that plat.

On January 14, 2019, the Planning Commission recommended approval of Record Plat 2 within the Subdivision of Fienup Farms with a vote of 8-0.

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

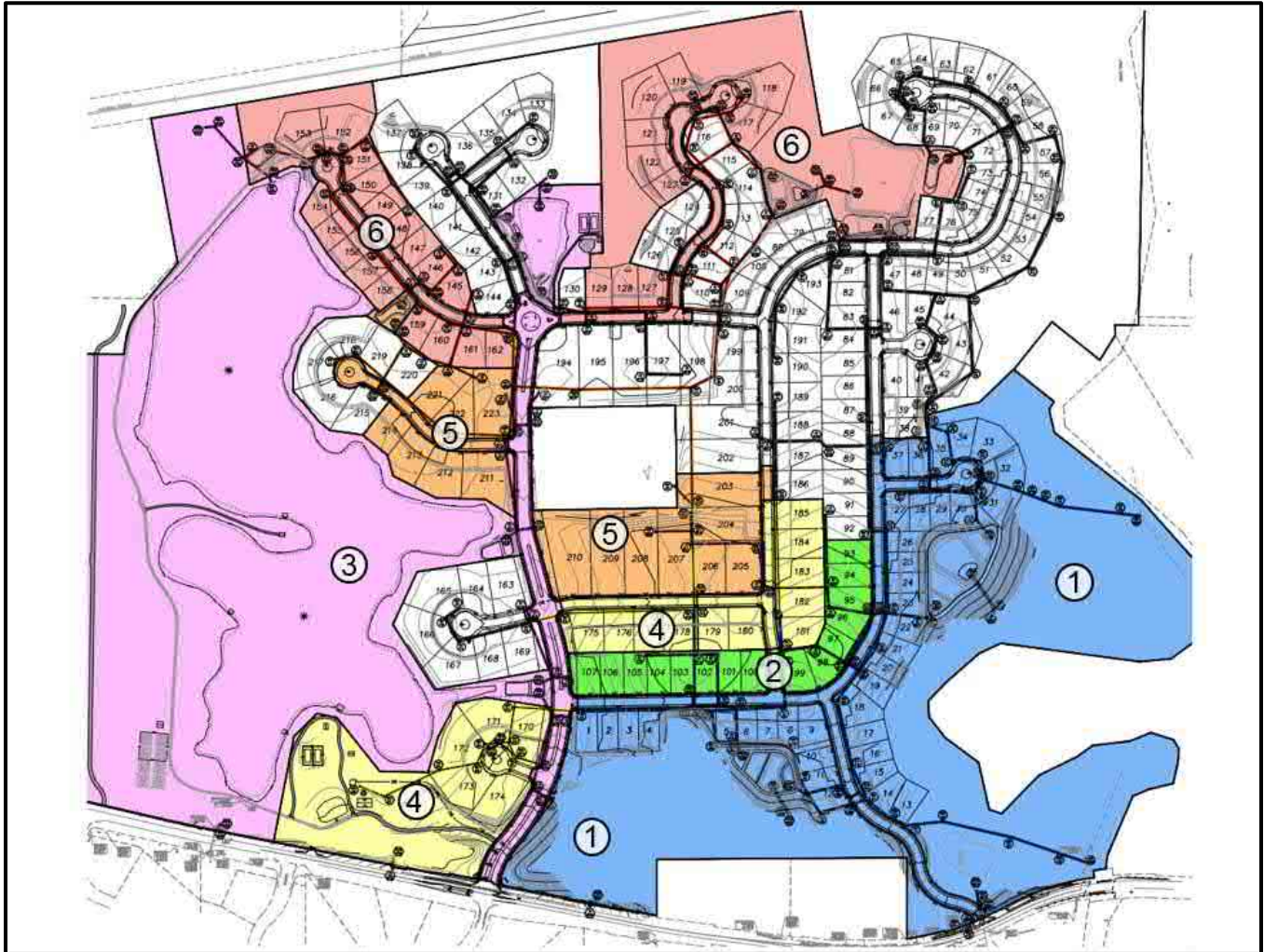


Figure 1: Plats and Associated Improvements

Record Plat	Lots	Description
Plat 1	37	Southeastern lots including east entrance
Plat 2	15	Directly north of Plat 1 with lots ranging from 15,300 - 18,634 SF
Plat 3	0	Includes Fienup Farms BLVD/west entrance, the entire lake, and western and northern amenities
Plat 4	16	Southwestern and southcentral lots including some amenities close to the west entrance
Plat 5	15	Primarily in the center of the site with the largest lots of phase 1 from 16,186 - 41,744 SF
Plat 6	28	Northern edge of phase 1 including amenities in the northeast

Table 1: Plat Description

BILL NO. 3235

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 2, A 4.54 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 4.54 acre tract of land into fifteen (15) 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 Fienup Farms 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 03/04/2019

FIENUP FARMS PLAT TWO

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, LOCATED IN U.S. SURVEY 125,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUOD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL, HEREINAFTER BE KNOWN AS "FIENUP FARMS PLAT TWO". PATCHWORK FIELDS (40 FEET WIDE), TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED WITH "X" ON THIS PLAT, ARE HEREBY CONVEYED TO CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER.

PERMANENT ROADWAY, IMPROVEMENT, MAINTENANCE, AND SIDEWALK EASEMENTS (P.R.I.M.S.E.) ARE HEREBY DEVOTED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER. PUBLIC SIDEWALKS LOCATED WITHIN THE PERMANENT ROADWAY, IMPROVEMENT, MAINTENANCE, AND SIDEWALK EASEMENTS SHALL BE MAINTAINED BY THE CITY OF CHESTERFIELD, MISSOURI.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, SPIRE MISSOURI, INC., UNION ELECTRIC COMPANY DBA AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P. DBA 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, ROADWAYS, 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.

DEFEASIBLE EASEMENTS, WHICH FOR BETTER IDENTIFICATION ARE SHOWN "EARTH" HATCHED (XXXXXX) ON THIS PLAT, ARE HEREBY ESTABLISHED FOR THE BENEFIT OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING 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, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES. SAID EASEMENTS ARE CONSIDERED DEFEASIBLE IN NATURE IN AS MUCH AS, AT WHICH TIME DULY DEDICATED EASEMENTS ARE EXECUTED AND RECORDED IN FUTURE PLATS COVERING THESE DEFEASIBLE EASEMENTS, THESE DEFEASIBLE EASEMENTS WILL AUTOMATICALLY TERMINATE AND BECOME NULL AND VOID WITH NO FURTHER ACTION REQUIRED.

THE SIGHT DISTANCE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY. NO PART OF SAID EASEMENTS SHALL BE BUILT ON IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENTS BE CHANGED, NOR SHALL GRANITOR ERECT, PLANT, ALLOW OR PERMIT ANY STRUCTURE, INCLUDING SIGNS, LIGHTS OR POLES OR PLANTING INCLUDING ANY TREES, SHRUBS, GRASS OR WEEDS) WITHIN SAID EASEMENTS UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD, ANY STRUCTURES, PLANTS OR GRADINGS WHICH ARE NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH ARE NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED. ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE. DRIVEWAYS AND SIDEWALKS SHALL BE ALLOWED IN THE SIGHT DISTANCE EASEMENT.

THIS PLAT IS AFFECTED BY A "MAINTENANCE AGREEMENT" EXECUTED THE 12TH DAY OF JUNE, 2018, AS RECORDED IN THE ST. LOUIS COUNTY RECORDER OF DEEDS IN BOOK 2304, PAGE 2737 OR AS AMENDED THEREAFTER, FOR MAINTENANCE AND OPERATION OF THE STORMWATER MANAGEMENT RESERVE AREAS SERVICING DRAINAGE FROM LOTS CONTAINED WITHIN THIS PLAT.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO FIENUP FARMS HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _____ DAY OF _____, 2019 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

THE SUBJECT TRACT IS AFFECTED BY A RESIDENTIAL USE RESTRICTION LIMITING ANY DEVELOPMENT ON THE SUBJECT TRACT TO SINGLE-FAMILY RESIDENTIAL USE, INCLUDING SINGLE-FAMILY HOMES, VILLAS AND DUPLEXES AND RELATED AMENITIES TO SERVE SUCH RESIDENTIAL USE AND PARKS AND FOR NO OTHER PURPOSE WHATSOEVER. ADDITIONALLY, THE SUBJECT TRACT IS AFFECTED BY AN AMENITY RESTRICTION THAT STATES THE GRANTEE SHALL NOT CONSTRUCT A CLUBHOUSE, COMMUNITY OR RECREATION CENTER, OR SIMILAR ENCLOSED BUILDING OR AMPHITHEATER ON THE WEST SIDE OF FIENUP LAKE THE FOREGOING SHALL NOT RESTRICT THE CONSTRUCTION OF GAZEBOS, TRAILS, PARK BENCHES OR OTHER SIMILAR PASSIVE RECREATIONAL FEATURES IN THE AFOREMENTIONED AREA. FURTHERMORE, IF GRANTEE DRILLS A WATER WELL TO ADD WATER TO FIENUP LAKE, THE LOCATION OF THE WELL WILL BE IN COMMON GROUND ADJACENT TO THE LAKE, THE ABOVE MENTIONED RESIDENTIAL USE AND AMENITY RESTRICTIONS ARE ACCORDING TO INSTRUMENT RECORDED IN BOOK 2302, PAGE 895. THESE RESTRICTIONS SHALL REMAIN IN EFFECT UNTIL MAY 31, 2038. SAID INSTRUMENT ALSO ESTABLISHES SEVERAL LARGE LOT RESTRICTION AREAS, WHICH DO NOT AFFECT THE SUBJECT TRACT.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN FIENUP FARMS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE _____ DAY OF _____, 2019 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS OR AS AMENDED THEREAFTER.

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 AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2019.

WILD HORSE RESIDENTIAL, LLC
JHB PROPERTIES, INC. MANAGING MEMBER

BY: _____
JOHN H. BERRA, JR., PRESIDENT

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

ON THIS _____ DAY OF _____, 2019, BEFORE ME PERSONALLY APPEARED JOHN H. BERRA, JR., TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF JHB PROPERTIES, INC., A MISSOURI CORPORATION AND MANAGING MEMBER OF WILD HORSE RESIDENTIAL, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID JOHN H. BERRA, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

LIEHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, COMMERCIAL BANK, BY A DEED OF TRUST DATED MAY 31, 2018 AND RECORDED IN DEED BOOK 2302, PAGE 970 OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH, AND WHEREAS SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED,

NOW, THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE IN EVERY DETAIL, THIS PLAT AND DOES HEREBY REVERSE, RELEASE AND QUITCLAIM UPON THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON OPEN SPACE SHOWN ON THIS PLAT AND ALL STREETS, PUBLIC OR PRIVATE, RIGHT-OF-WAY OR DEDICATION AREAS, OR ROADWAY EASEMENTS ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERE TO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS THEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 2019.

BY: _____

PRINT NAME AND TITLE

STATE OF MISSOURI)

COUNTY OF ST. LOUIS) ss.

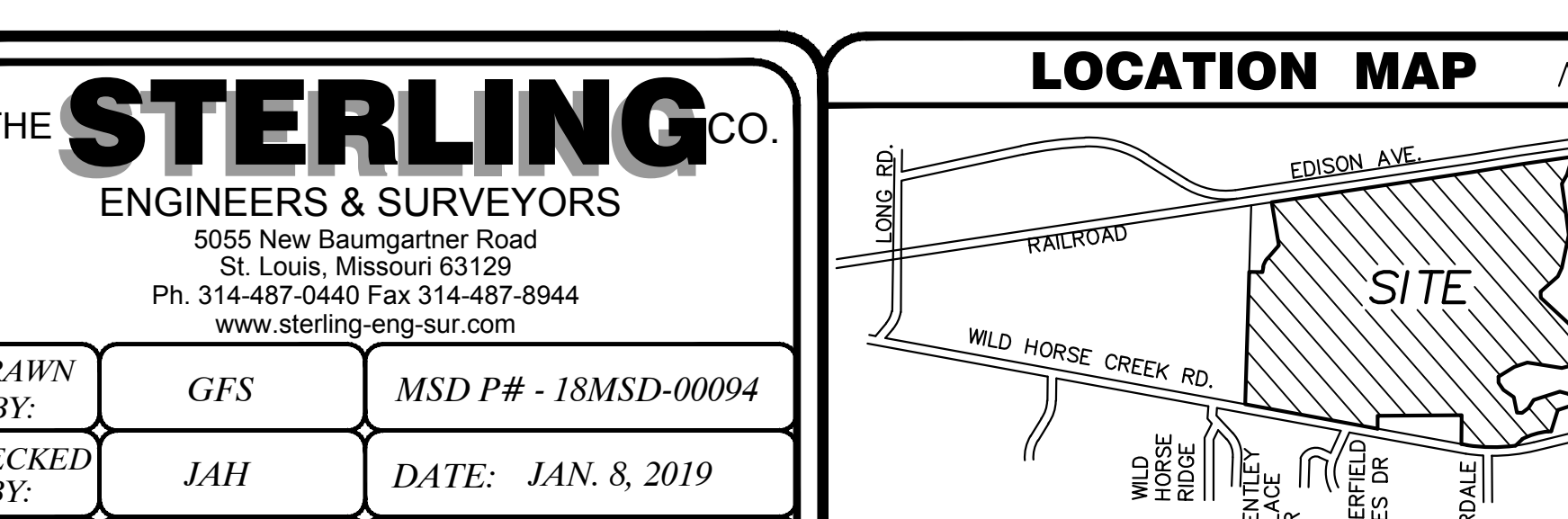
ON THIS _____ DAY OF _____, 2019, BEFORE ME APPEARED _____ TO ME PERSONALLY

KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE _____ AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWIT SET MY HAND AND AFFIXED MY NOTARIAL SEAL, IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



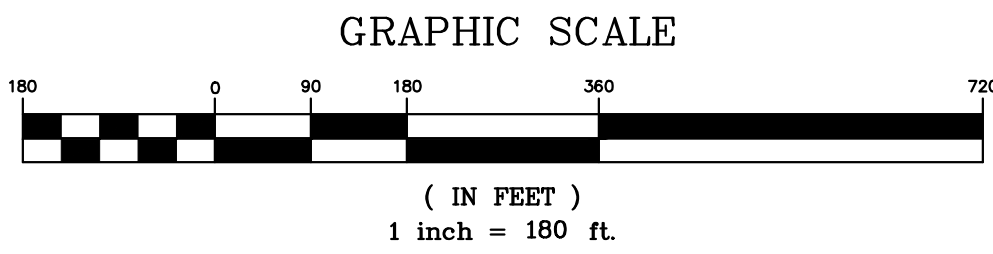
FIENUP FARMS PLAT TWO

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, LOCATED IN U.S. SURVEY 125,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

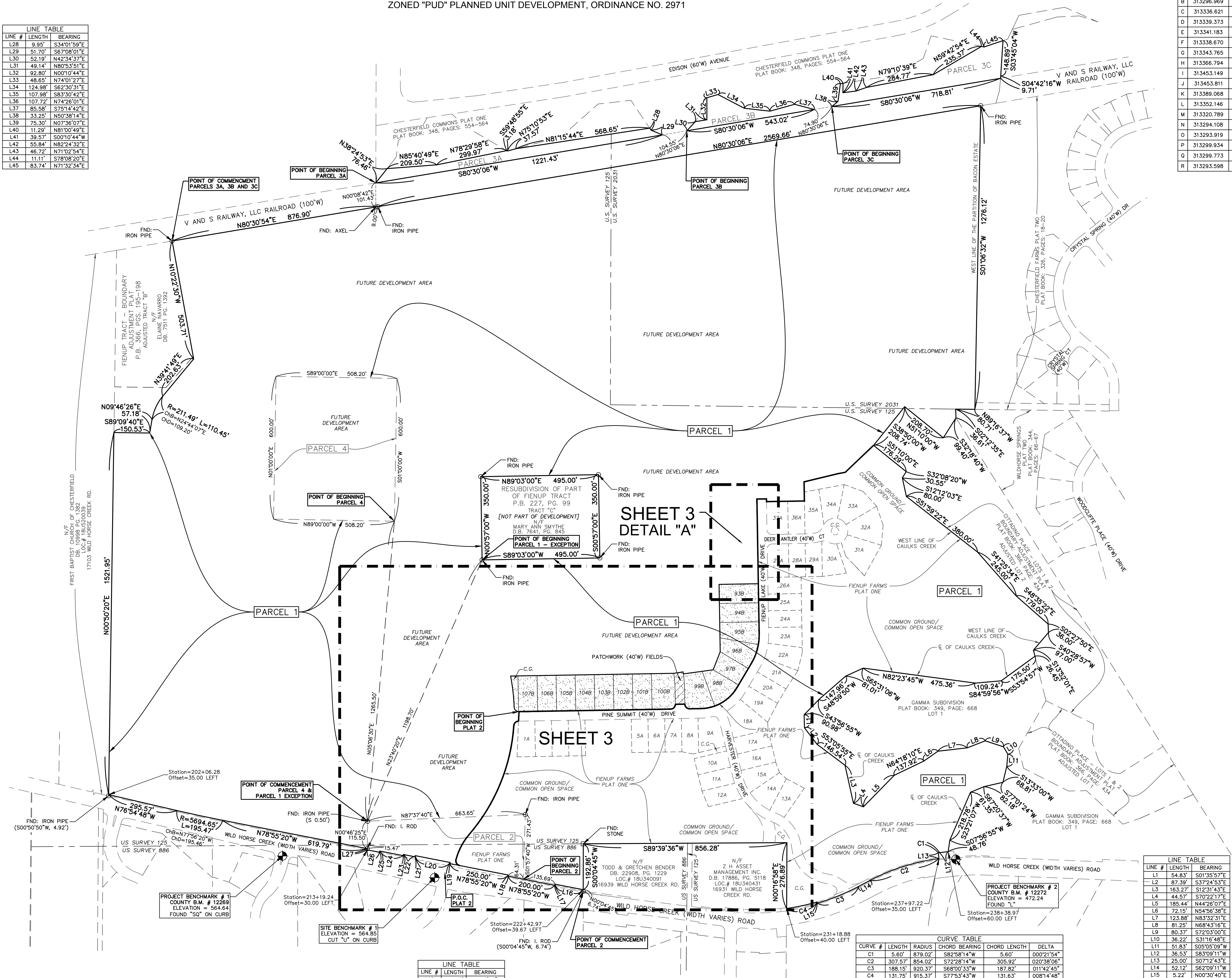
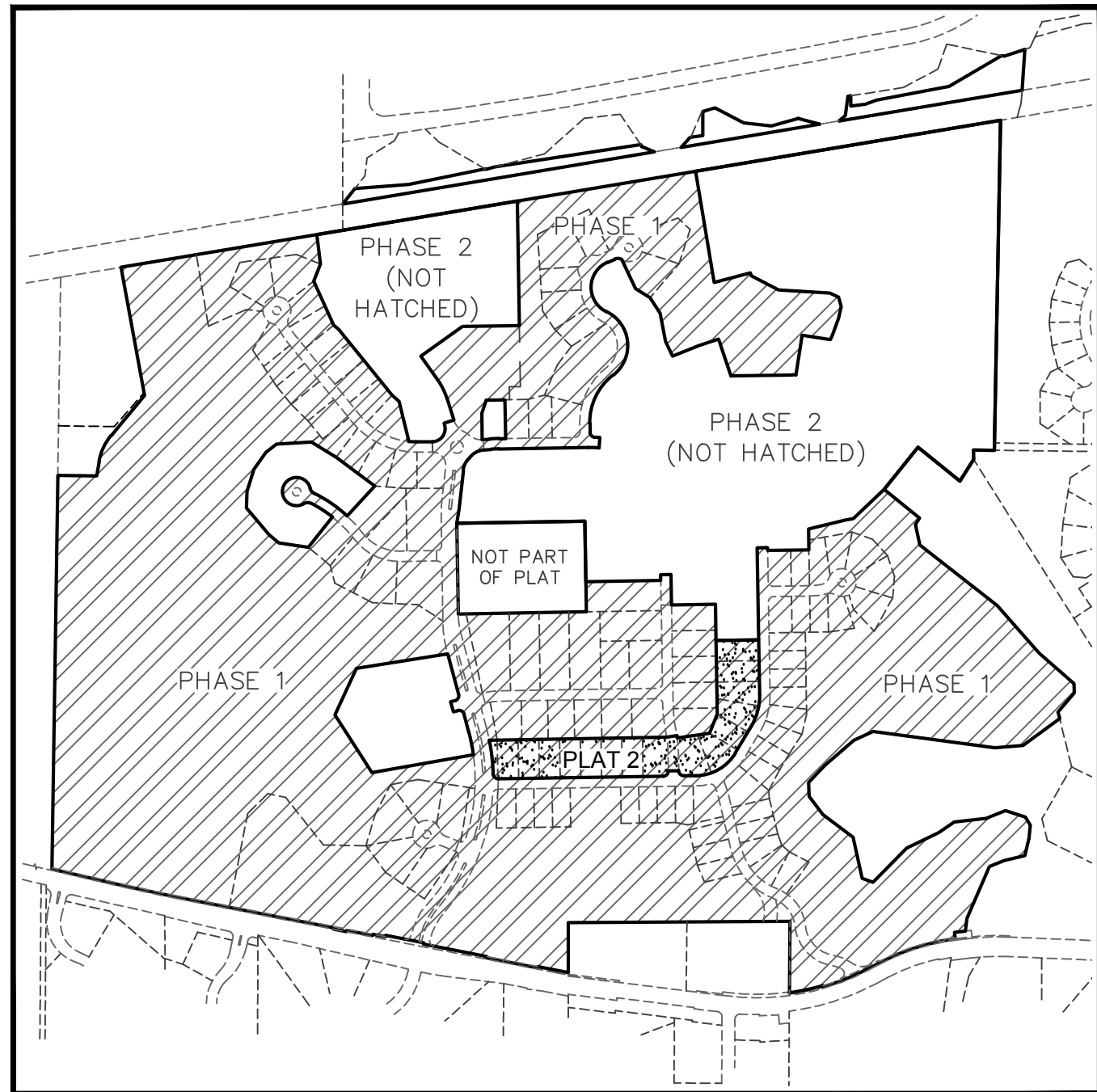
NOTE: SEE SHEET 3 FOR
CORRESPONDING STATE PLANE
CORNER AND ASSOCIATED
REFERENCED LABELS.

STATE PLANE COORDINATES		
	NORTHING	EASTING
A	313291.040	241182.672
B	313296.969	241175.498
C	313336.621	241172.089
D	313339.373	241381.099
E	313341.183	241393.155
F	313338.670	241393.512
G	313343.765	241431.591
H	313366.784	241440.709
I	313453.149	241439.572
J	313453.811	241489.855
K	313389.068	241490.708
L	313352.146	241480.764
M	313320.789	241461.996
N	313294.108	241415.646
O	313293.919	241401.334
P	313299.934	241395.158
Q	313299.773	241382.968
R	313293.598	241376.954

LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	N42°24'37"E
L31	49.14'	N80°53'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N59°38'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



DEVELOPMENT PHASE DETAIL
SCALE: 1 in = 600 ft



LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S110°44'00"W
L18	5.00'	N110°44'00"E
L19	5.00'	N110°44'00"E
L20	150.00'	N78°55'20"W
L21	5.00'	S110°44'00"W
L22	50.00'	N78°55'20"W
L23	5.00'	S110°44'00"W
L24	100.00'	N78°55'20"W
L25	5.00'	S110°44'00"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	9.60'	879.02'	S82°58'14"W	5.60'	00°21'54"
C2	307.57'	854.02'	S72°28'14"W	305.92'	02°38'06"
C3	188.15'	920.37'	S68°00'33"W	187.82'	01°14'45"
C4	131.75'	915.37'	S77°53'43"W	131.63'	00°14'48"

LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°28'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'31"E
L8	81.25'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S62°09'11"W
L15	5.22'	N00°30'40"E

LEGEND:

- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (58" IROD W/ ALUMINUM CAP)
- = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IROD W/ PLASTIC CAP) OR CUT CROSS
- = FOUND PERMANENT MONUMENT
- = FOUND SEMI-PERMANENT MONUMENT
- FND. = FOUND
- PVMT. = PAVEMENT
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- H.O.A. = HOMEOWNERS' ASSOCIATION
- 523 = ADDRESS
- + = FOUND CROSS
- ⊕ = FOUND ANCHOR
- ⊙ = BENCHMARK
- C.G. = COMMON GROUND
- C.O. = COMMON OPEN SPACE
- ESMT. = EASEMENT
- BLDG. = BUILDING
- TEMP. = TEMPORARY
- S.F. = SQUARE FEET

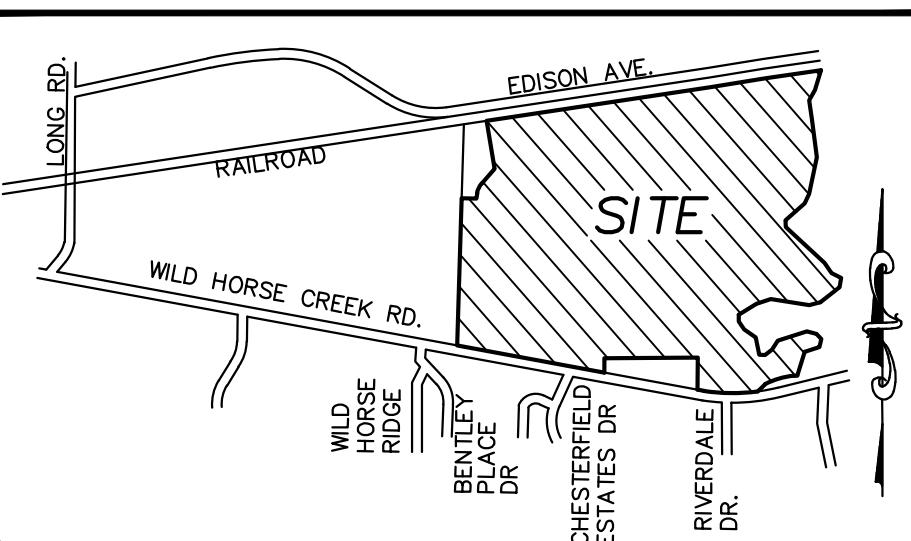
HATCHING LEGEND:

- PUBLIC RIGHT-OF-WAY =
- PLAT 2 LIMITS =
- PHASE 1 LIMITS =

THE **STERLING** CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-467-0440 Fax 314-467-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - 18MSD-00094
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT TWO

LOCATION MAP N.T.S.

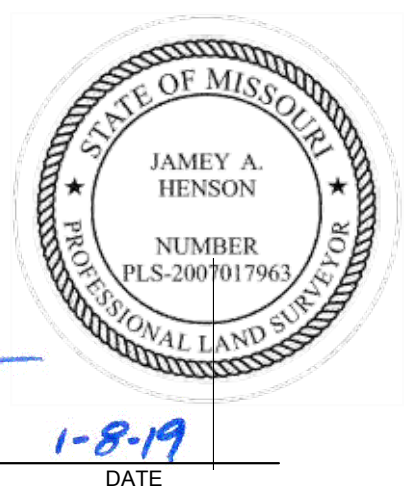


SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE SURVEYING COMPANY
MO REG. 307-D

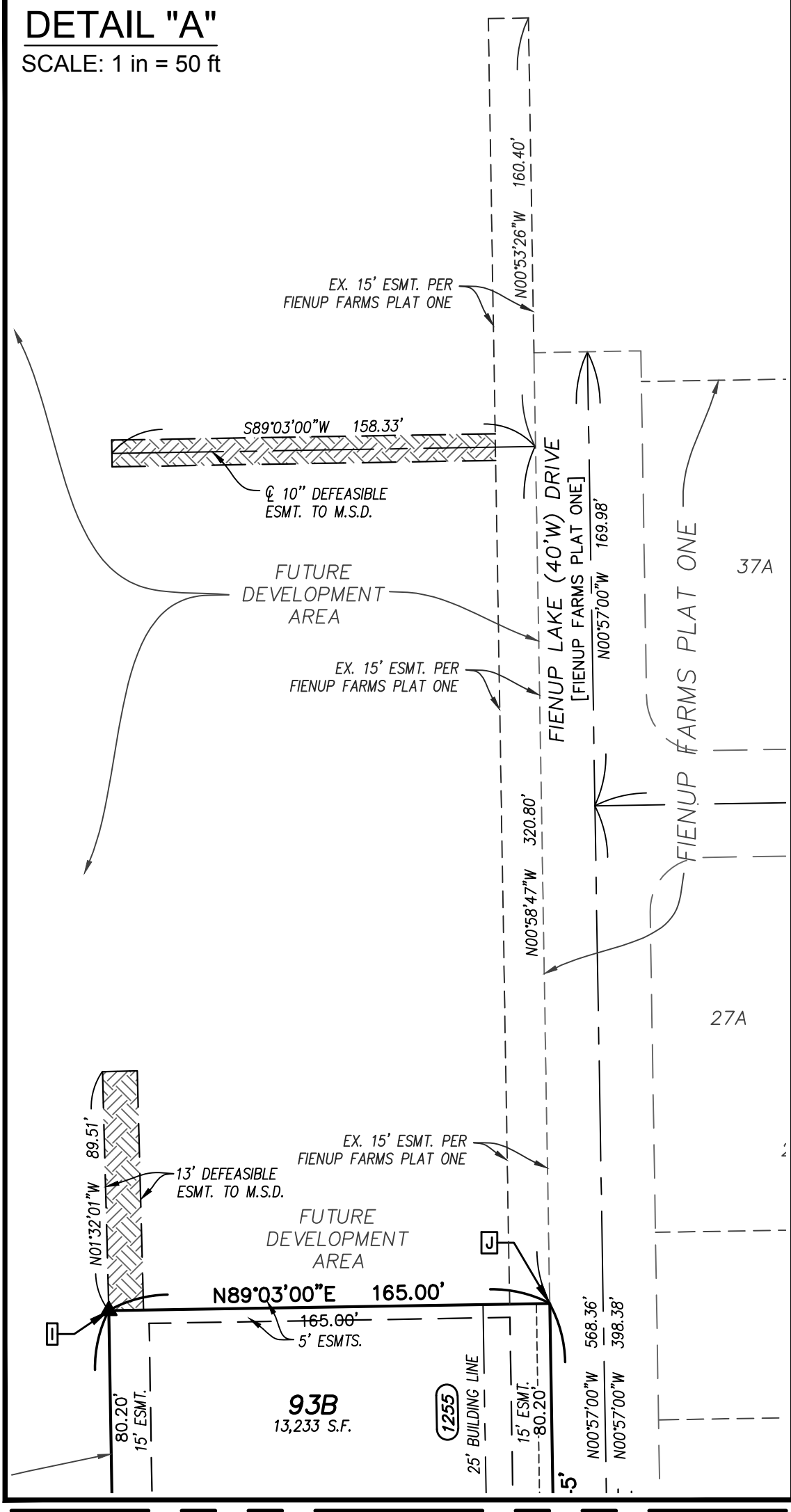
J. Henson
JAMEA A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #2007017963



FIENUP FARMS PLAT TWO

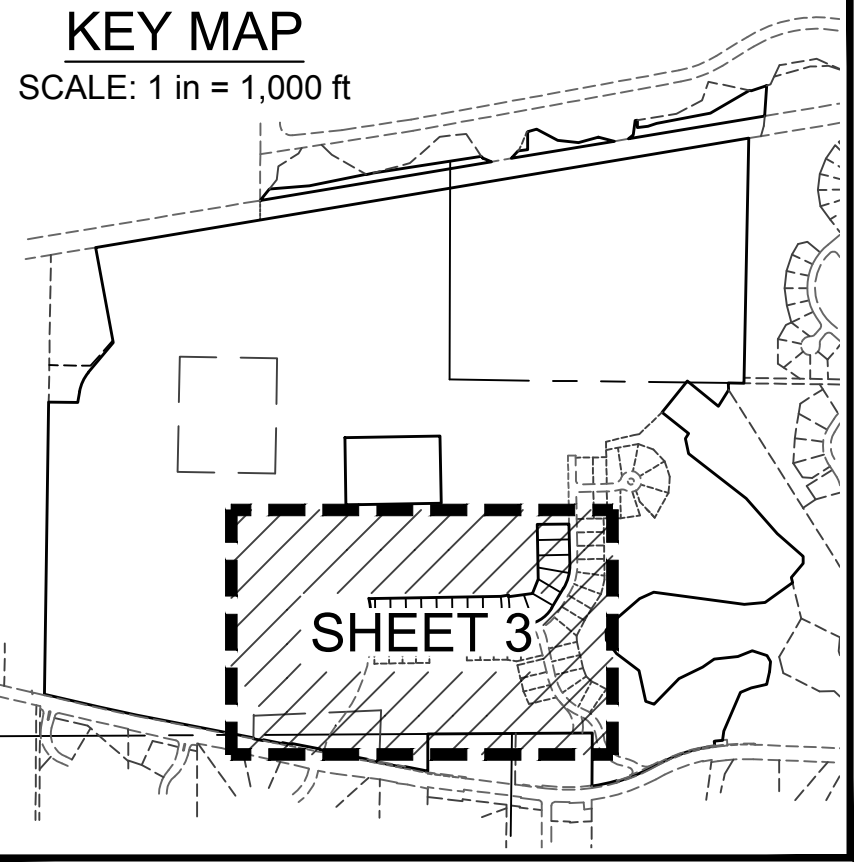
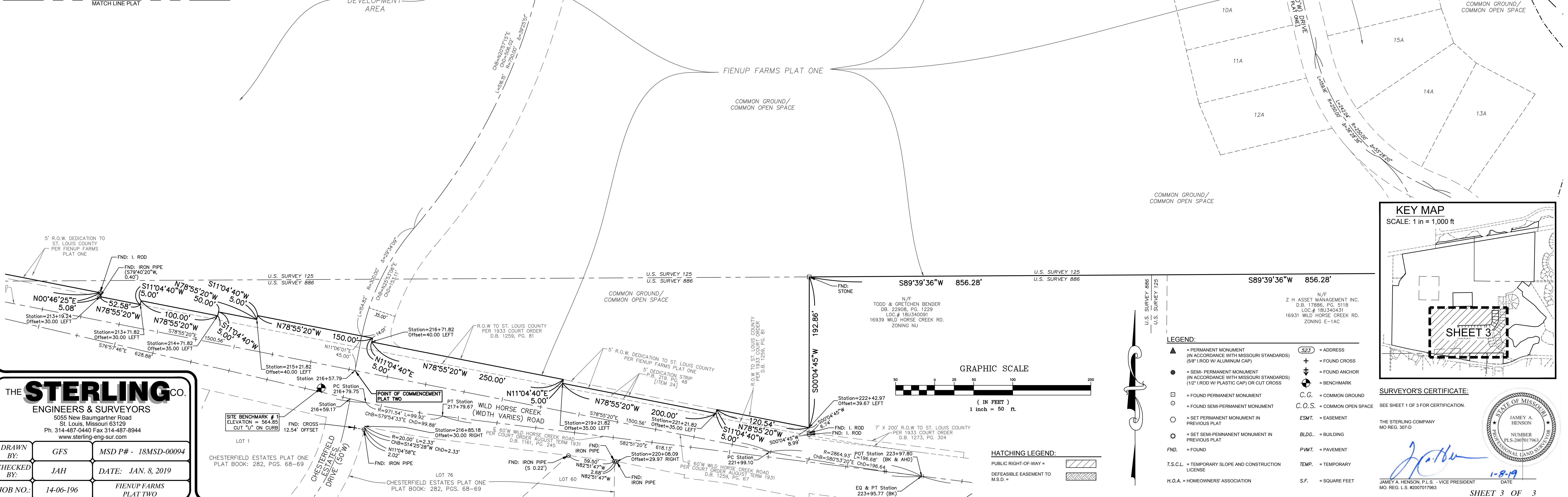
STATE PLANE COORDINATES		
	NORTHING	EASTING
A	313291.040	241182.672
B	313296.969	241176.498
C	313336.621	241172.089
D	313339.373	241381.099
E	313341.183	241393.155
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M	313320.789	241461.996
N	313294.108	241415.646
O	313293.919	241401.334
P	313299.934	241395.158
Q	313299.773	241382.968
R	313293.598	241376.954

DETAIL "A"
SCALE: 1 in = 50 ft



LINE TABLE		
LINE #	LENGTH	BEARING
L1	46.97	S89°03'00"W
L2	40.00	S89°03'00"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	31.13'	20.00'	N46°21'15"W	28.08'
C2	31.42'	20.00'	N45°57'00"W	28.28'
C3	31.42'	20.00'	S44°03'00"W	28.28'



SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 3 FOR CERTIFICATION.
THE STERLING COMPANY
MO REG. 307-D
JAMEY A. HENSON, P.L.S., VICE PRESIDENT
DATE: 1-8-19
MO. REG. L.S. #2007017963
SHEET 3 OF 3



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 2/6/19

Standby L/C No.: SLC00005431

Currency/Amount:	USD 185,059.82
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005431

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$185,059.82 (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 Fienup Farms Plat 2 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005431

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2024.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005431.

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 2)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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 eighty-five thousand fifty-nine
_____ DOLLARS
(\$^{185,059.82}_____), 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 alia 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 One hundred eighty-five thousand fifty-nine, DOLLARS (\$ 185,059.82) 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 Fienup Farms (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

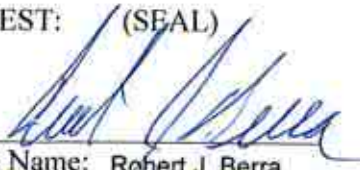


subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

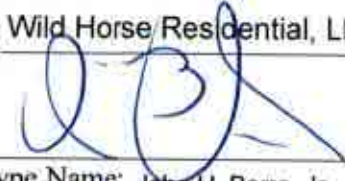
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20 ____.

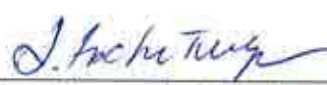
ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

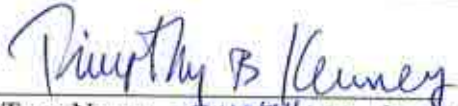
DEVELOPER: Wild Horse Residential, LLC

BY: 
Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer-Turgen
Title: AUP

ESCROW HOLDER: Commerce Bank

BY: 
Type Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (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 1st day of February, 20 19.


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: Fienup Farms
 PLAT: 2
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

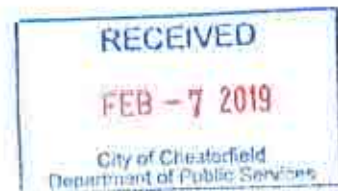
CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$17,192.56	\$0.00 \$0.00	0	\$17,192.56	100
STORM SEWER			\$56,464.65	\$0.00 \$0.00	0	\$56,464.65	100
GRADING			\$66,368.50	\$0.00 \$0.00	0	\$66,368.50	100
EROSION CONTROL			\$7,502.00	\$0.00 \$0.00	0	\$7,502.00	100
SILTATION CONTROL			\$5,335.00	\$0.00 \$0.00	0	\$5,335.00	100
COMMON GROUND SEED AND ISLAND SODDING			\$242.11	\$0.00 \$0.00	0	\$242.11	100
MONUMENTATION			\$4,950.00	\$0.00 \$0.00	0	\$4,950.00	100
WATER MAINS			\$27,005.00	\$0.00 \$0.00	0	\$27,005.00	100
TOTALS			\$185,059.82	\$0.00	0	\$185,059.82	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Joseph Knight

DATE: 2/6/19

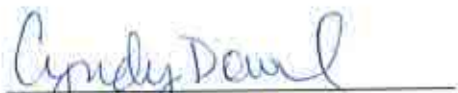
Standby L/C No.: SLC00005432

Currency/Amount:	USD 18,505.98
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005432

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$18,505.98 (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 Fienup Farms Plat 2 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC
SLC00005432

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2025.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005432.

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Wild Horse Residential, LLC _____, herein called DEVELOPER, Commerce Bank _____, 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 Fienup Farms (Plat 2) _____ in accordance with Ordinance No. 2971, 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 Eighteen thousand five hundred five DOLLARS (\$ 18,505.98), 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 Eighteen thousand five hundred five

DOLLARS (\$ 18,505.98), 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 Fienup Farms (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 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

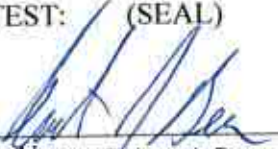


for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

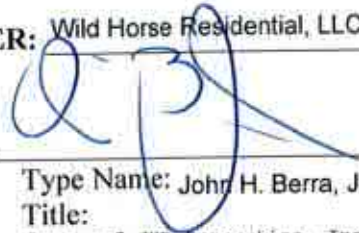
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20 ____ A.D.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

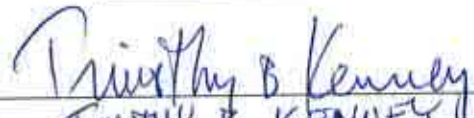
DEVELOPER: Wild Horse Residential, LLC

BY: 
Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Turgan
Title: AVP

CREDIT HOLDER: Commerce Bank

BY: 
Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 20 19, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc. authorized person, 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 authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (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 1st day of February, 20 19.


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: Fienup Farms
PLAT: 2
SUB CODE: 330
DEVELOPER: Wild Horse Residential 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	\$1,719.26			\$1,719.26
STORM SEWER	\$5,646.47			\$5,646.47
GRADING	\$6,636.85			\$6,636.85
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$24.21			\$24.21
MONUMENTATION	\$495.00			\$495.00
WATER MAINS	\$2,700.50			\$2,700.50
TOTALS	\$18,505.98		\$0.00	\$18,505.98

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: March 04, 2019

RE: **Fienup Farms (Record Plat 3):** Record Plat 3 of the 6 Record Plats that create Phase 1 of the 223 acre development known as Fienup Farms located north of Wild Horse Creek Road and east of Long Road.

Summary

Wild Horse Residential, LLC has submitted a request for six Record Plats over the 223 acres zoned "PUD" Planned Unit Development located on the north side of Wild Horse Creek Road approximately 3,250 feet east of its intersection with Kehrs Mill Road and 4,400 feet west of its intersection with Baxter Road. The six Record Plats would establish 111 of the 223 total lots within the Fienup Farms development. This request is for the third (Record Plat 3) of the 6 Record Plats that create Phase 1 of the 223 acre development.

Figure 1 on the following page is an image that outlines all 6 plats included in Phase 1 along with the associated improvements for each plat. Table 1 below Figure 1 identifies each plat, provides the number of lots contained in each plat, followed by a brief description of that plat.

On January 14, 2019, the Planning Commission recommended approval of Record Plat 3 within the Subdivision of Fienup Farms with a vote of 8-0.

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

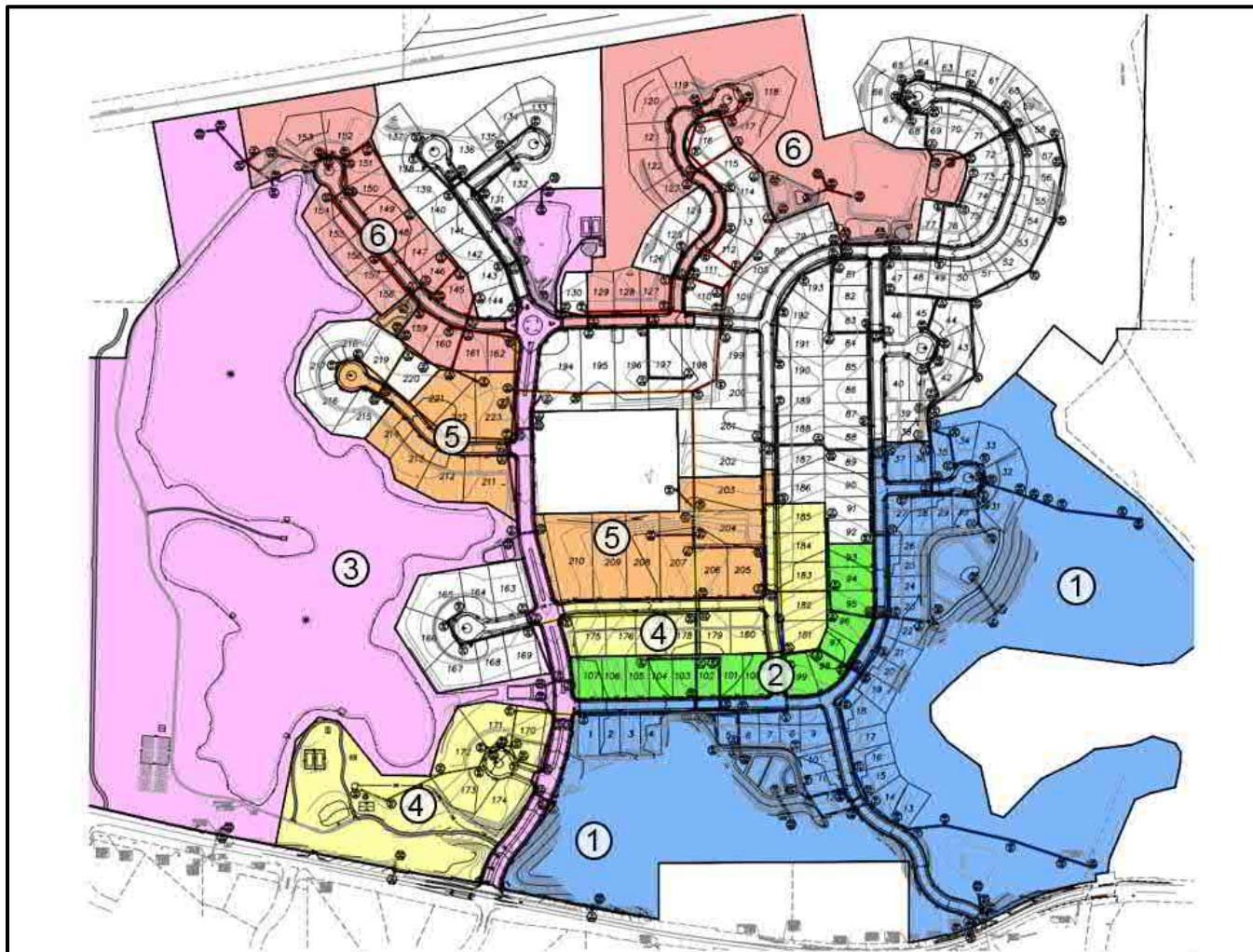


Figure 1: Plats and Associated Improvements

Record Plat	Lots	Description
Plat 1	37	Southeastern lots including east entrance
Plat 2	15	Directly north of Plat 1 with lots ranging from 15,300 - 18,634 SF
Plat 3	0	Includes Fienup Farms BLVD/west entrance, the entire lake, and western and northern amenities
Plat 4	16	Southwestern and southcentral lots including some amenities close to the west entrance
Plat 5	15	Primarily in the center of the site with the largest lots of phase 1 from 16,186 - 41,744 SF
Plat 6	28	Northern edge of phase 1 including amenities in the northeast

Table 1: Plat Description

BILL NO. 3236

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 3, A 58.50 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 58.50 acre tract of land into common ground; 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 Fienup Farms 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 03/04/2019

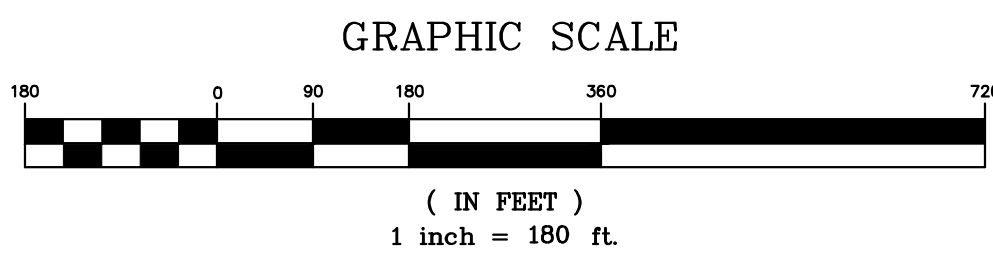
FIENUP FARMS PLAT THREE

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 366, PAGES 195-198, TOGETHER WITH SEVERAL TRACTS OF LAND BEING PART OF U.S. SURVEYS 125, 886 AND 2031, ALL LOCATED U.S. SURVEYS 125, 886 AND 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

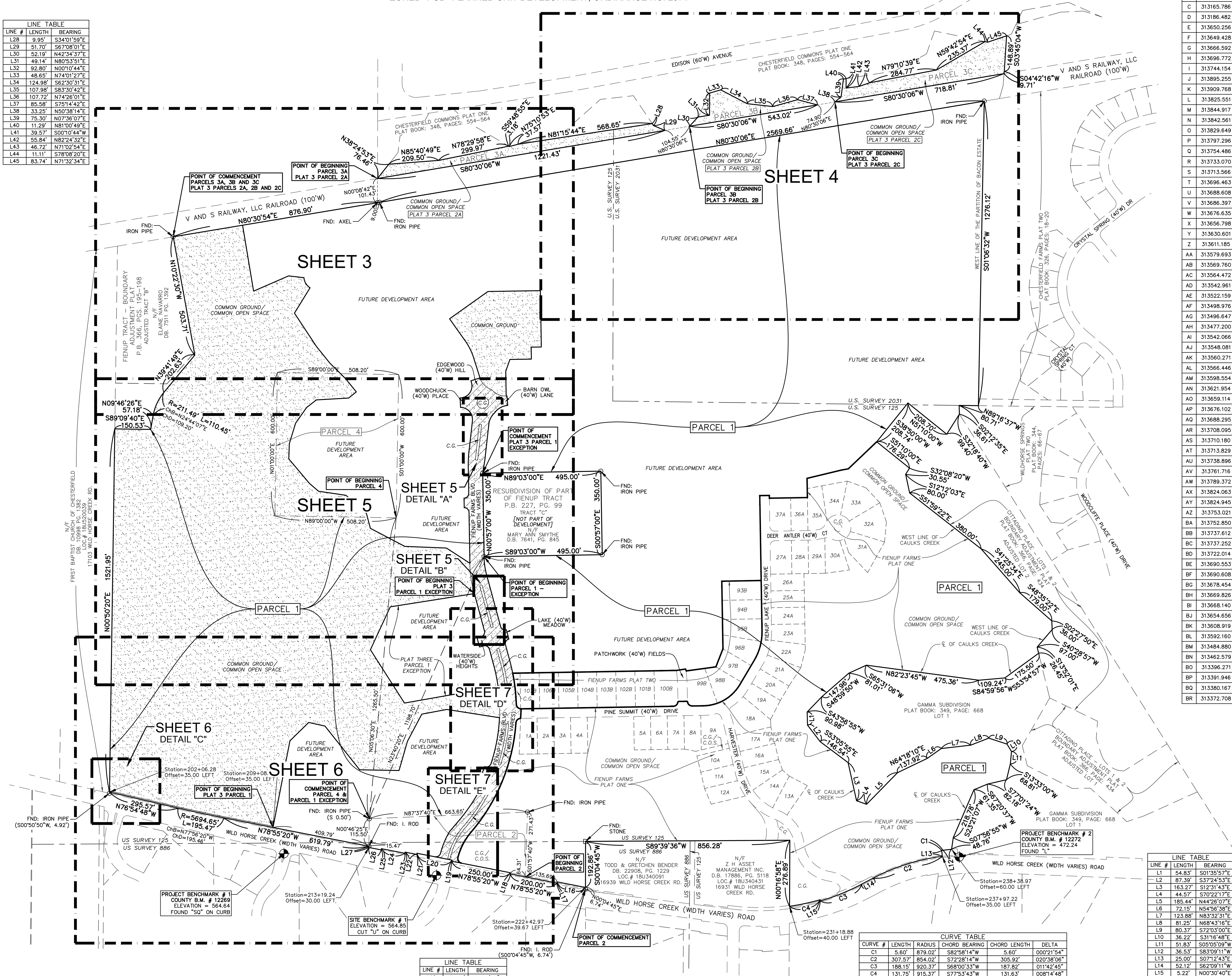
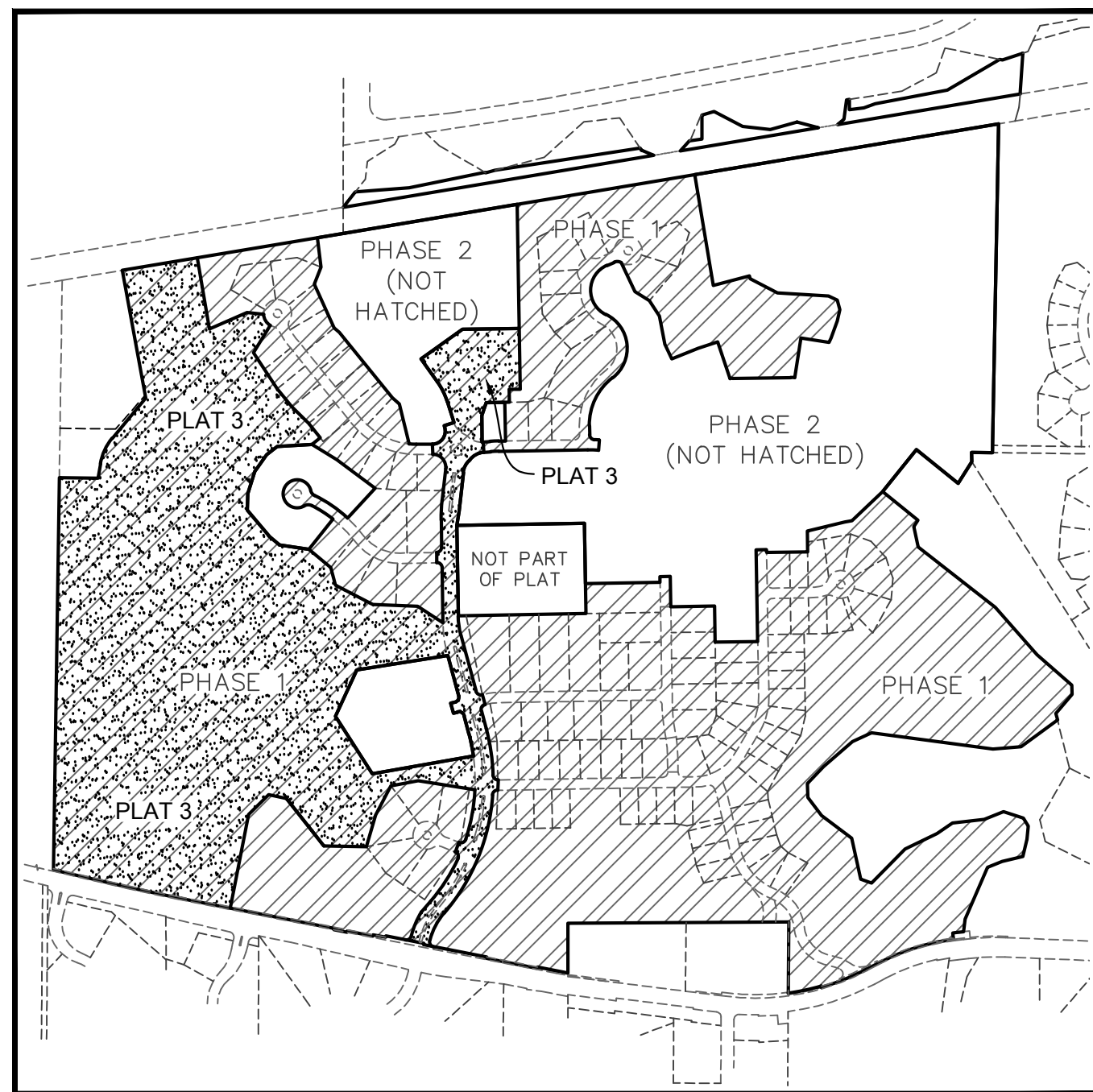
NOTE: SEE SHEETS 3 THROUGH 7 FOR CORRESPONDING STATE PLANE CORNERS AND ASSOCIATED REFERENCE LABELS.

STATE PLANE COORDINATES		STATE PLANE COORDINATES	
NORTHING	EASTING	NORTHING	EASTING
A 313140.628	240865.140	BS 313351.951	241168.546
B 313153.140	240802.372	BT 313296.969	241176.498
C 313165.786	240744.160	BU 313291.040	241182.672
D 313186.482	240656.488	BV 313278.639	241181.963
E 313650.256	240664.862	BW 313273.184	241175.964
F 313649.428	240710.733	BX 313133.909	241118.271
G 313666.592	240713.750	BY 313101.712	241101.268
H 313696.772	240727.779	BZ 313084.176	241105.970
I 313744.154	240767.386	CA 313096.646	241093.578
J 313895.255	240740.255	CB 313098.141	241093.876
K 313909.768	240828.985	CC 313102.487	241072.073
L 313825.551	240842.760	CD 313106.940	241079.166
M 313844.917	240887.513	CE 313135.169	241091.151
N 313842.561	240907.183	CF 313147.867	241102.137
O 313829.649	240914.917	CG 313197.827	241134.591
P 313797.296	240894.802	CH 313206.075	241131.343
Q 313754.486	240922.846	CI 313217.390	241135.880
R 313733.070	240940.083	CJ 313221.108	241143.928
S 313713.566	240959.695	CK 313279.746	241154.990
T 313696.463	240973.462	CL 313290.612	241167.772
U 313688.608	240963.702	CM 313284.625	241155.710
V 313686.397	240922.427	CN 313250.197	241037.364
W 313676.635	240909.892	CO 313212.762	241026.386
X 313656.798	240895.826	CQ 313213.934	240976.160
Y 313630.601	240887.695	CR 313269.865	240932.035
Z 313611.185	240886.959	CS 313274.581	240911.229
AA 313579.693	240913.302	CT 313251.219	240887.185
AB 313569.760	240924.858	CU 313438.437	241123.462
AC 313564.472	240959.715	CV 313390.786	241136.139
AD 313542.961	240985.443	CW 313383.329	241131.815
AE 313522.159	240990.886	CX 313381.957	241126.661
AF 313498.976	241034.828	CY 313370.176	241129.795
AG 313496.647	241087.965	CZ 313371.547	241134.949
AH 313477.200	241117.864	DA 313367.224	241142.407
AI 313542.066	241117.010	DB 313346.466	241147.929
AJ 313548.081	241110.835	DC 313319.583	241153.296
AK 313560.271	241110.674	DD 313298.896	241153.659
AL 313566.446	241116.689	DE 313267.138	241150.366
AM 313598.554	241116.266	DF 313241.839	241151.961
AN 313621.954	241117.459	DG 313287.076	241161.027
AO 313659.114	241121.754	DH 313291.668	241169.711
AP 313676.102	241106.668	DI 313409.590	241169.361
AQ 313688.295	241106.014	DJ 313409.099	241170.197
AR 313708.095	241120.606	DK 313401.990	241181.276
AS 313710.180	241119.952	DL 313403.733	241182.664
AT 313713.829	241131.584	DM 313405.214	241183.352
AU 313738.896	241123.721	DN 313409.042	241186.849
AV 313761.716	241112.436	DO 313404.193	241186.294
AW 313789.372	241092.917	DP 313405.868	241191.095
AX 313824.063	241142.071	DQ 313408.187	241192.815
AY 313824.945	241209.116	DR 313407.469	241206.076
AZ 313753.021	241210.063	DS 313408.502	241204.344
BA 313752.850	241197.031	DT 313407.612	241217.232
BB 313737.612	241197.232	DU 313405.973	241206.759
BC 313737.252	241169.844	DV 313407.675	241206.415
BD 313722.014	241164.524	DW 313406.946	241206.616
BE 313690.553	241164.938	DX 313406.636	241206.144
BF 313690.608	241165.922	DY 313407.036	241206.501
BG 313678.454	241166.868	DZ 313403.733	241206.515
BH 313669.826	241150.698	EA 313409.300	241206.515
BI 313668.140	241149.204	EB 313408.240	241206.436
BJ 313654.656	241142.715	EC 313408.430	241206.313
BK 313608.919	241137.429	ED 313408.009	241206.796
BL 313592.160	241134.639	EE 313405.014	241206.098
BM 313484.880	241136.051	EF 313410.978	241206.166
BN 313462.579	241139.116	EG 313410.271	241206.478
BO 313396.271	241156.756	EH 313418.268	241205.714
BP 313391.946	241164.210	EI 313402.998	241202.590
BQ 313380.167	241167.352	EJ 313400.049	241202.338
BR 313372.708	241163.024		

LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°53'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N50°36'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E

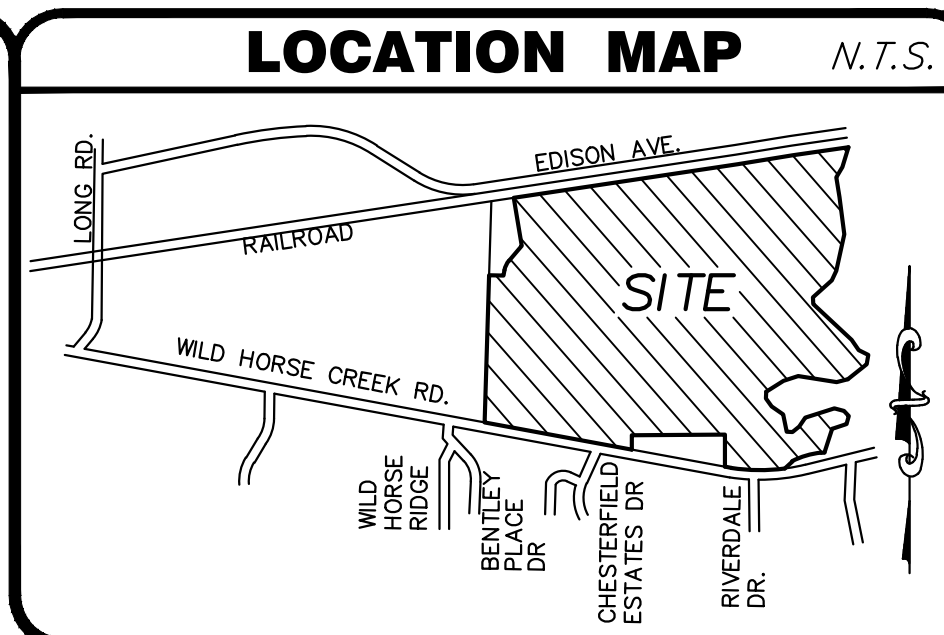


DEVELOPMENT PHASE DETAIL
SCALE: 1 in = 600 ft



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# - 17MSD-00076
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT THREE



- LEGEND:**
- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" IRON W/ ALUMINUM CAP)
 - = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IRON W/ PLASTIC CAP) OR CUT CROSS
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - FND. = FOUND
 - P.W.T. = PAVEMENT
 - T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS' ASSOCIATION
 - 323 = ADDRESS
 - + = FOUND CROSS
 - ⊕ = FOUND ANCHOR
 - ⊙ = BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET

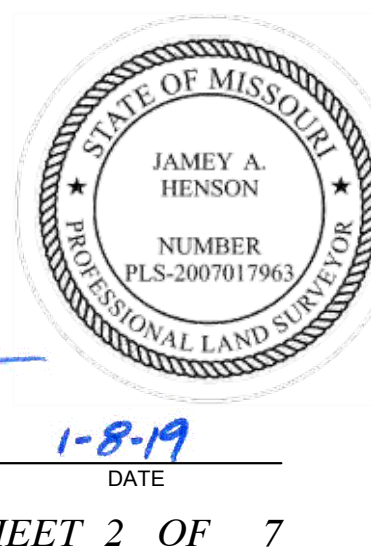
- HATCHING LEGEND:**
- PUBLIC RIGHT-OF-WAY =
 - RIGHT-OF-WAY DEDICATION =
 - PLAT 3 LIMITS =
 - PHASE 1 LIMITS =

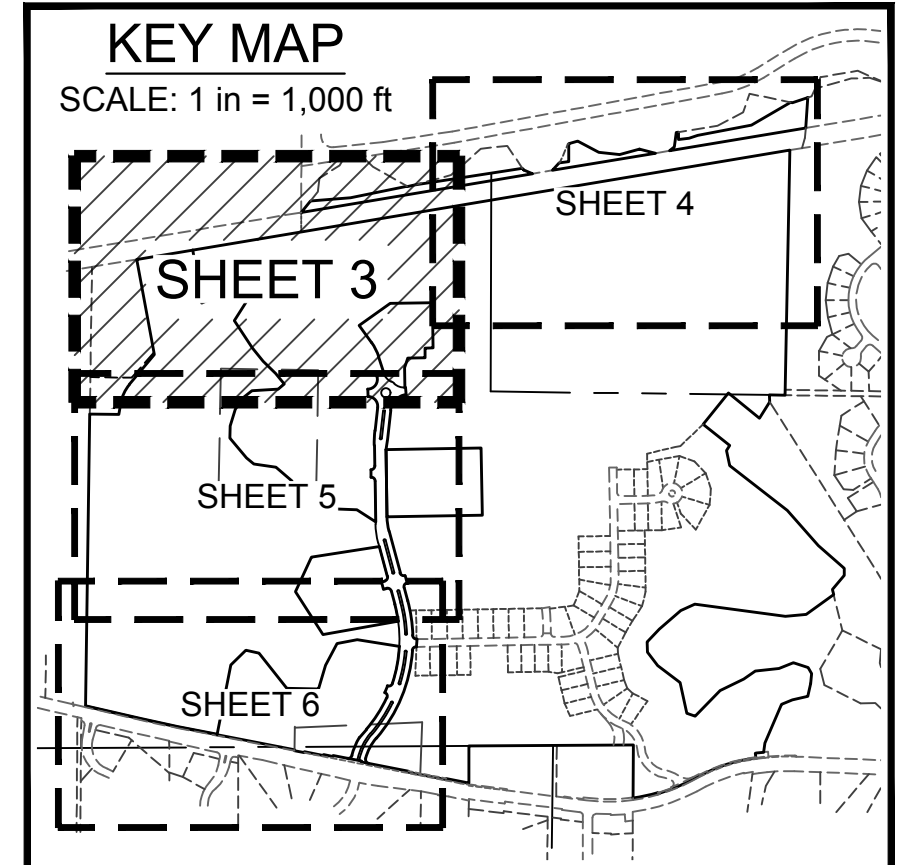
SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 7 FOR CERTIFICATION.

THE STERLING COMPANY
MO. REG. 307-D

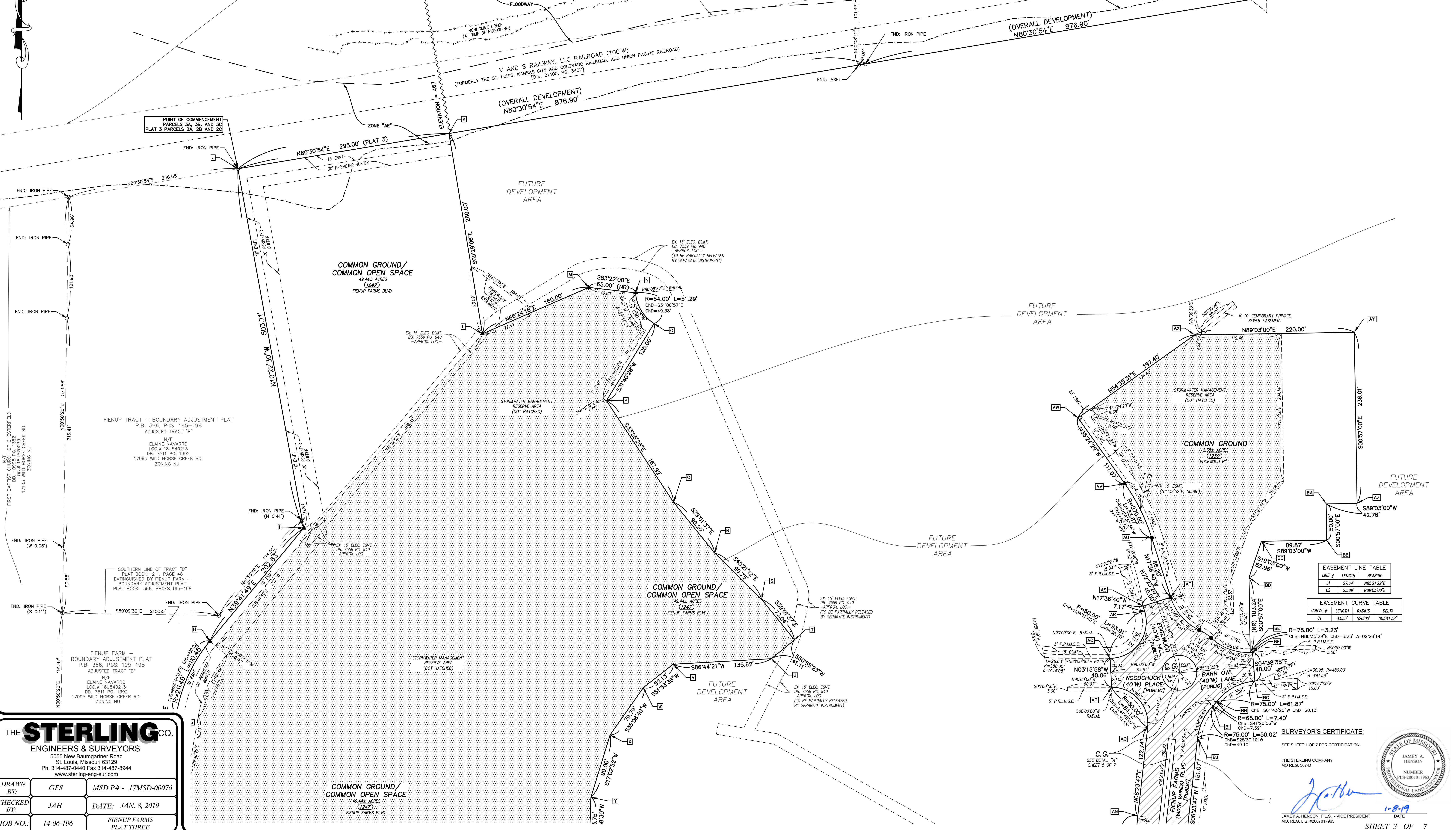
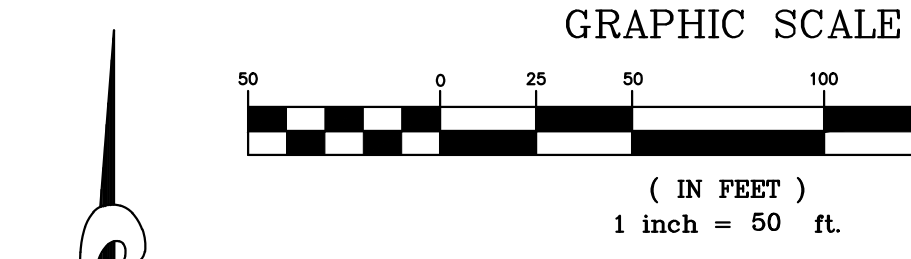
JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200717963





- 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/ PLASTIC CAP) OR CUT CROSS
 - FOUND PERMANENT MONUMENT
 - FOUND SEMI-PERMANENT MONUMENT
 - SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - FOUND
 - TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS' ASSOCIATION
 - PUBLIC RIGHT-OF-WAY
 - RIGHT-OF-WAY DEDICATION
 - STORMWATER MANAGEMENT-RESERVE AREA
- 523 = ADDRESS
- FOUND CROSS
 - FOUND ANCHOR
 - BENCHMARK
 - COMMON GROUND
 - COMMON OPEN SPACE
 - EASEMENT
 - BUILDING
 - PAVEMENT
 - TEMPORARY
 - SQUARE FEET
- HATCHING LEGEND:
- PUBLIC RIGHT-OF-WAY
 - RIGHT-OF-WAY DEDICATION
 - STORMWATER MANAGEMENT-RESERVE AREA

STATE PLANE COORDINATES		STATE PLANE COORDINATES		STATE PLANE COORDINATES		STATE PLANE COORDINATES		STATE PLANE COORDINATES	
NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING
H 313696.772	240727.779	R 313733.070	240940.083	AP 313676.102	241106.668	AZ 313753.021	241210.063	BJ 313654.656	241142.715
I 313744.154	240767.386	S 313713.586	240959.695	AQ 313688.295	241106.014	BA 313752.850	241197.031	DF 313968.867	241001.485
J 313895.255	240740.255	T 313696.463	240973.462	AR 313708.095	241120.606	BB 313737.612	241197.232	DG 313987.076	241016.027
K 313909.768	240828.985	U 313688.608	240963.702	AS 313710.180	241119.952	BC 313737.252	241169.844	DH 313991.668	241079.711
L 313825.551	240842.760	V 313686.397	240922.427	AT 313713.829	241131.584	BD 313722.014	241164.524	DI 314009.590	241169.361
M 313844.917	240887.513	W 313676.635	240909.892	AU 313738.896	241123.721	BE 313690.553	241164.938	DJ 314009.099	241170.197
N 313842.561	240907.183	X 313656.798	240895.826	AV 313761.716	241112.436	BF 313690.608	241165.922	DK 314011.990	241181.276
O 313829.649	240914.917	Y 313630.601	240887.695	AW 313789.372	241092.917	BG 313678.454	241166.868		
P 313797.296	240894.802	AN 313621.954	241117.459	AX 313824.063	241142.071	BH 313669.826	241150.698		
Q 313754.486	240922.846	AO 313659.114	241121.754	AY 313824.945	241209.116	BI 313668.140	241149.204		



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# - 17MSD-00076
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT THREE

EASEMENT LINE TABLE

LINE #	LENGTH	BEARING
L1	27.64'	N85°21'22"E
L2	25.89'	N89°03'00"E

EASEMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	33.53'	520.00'	00°34'38"

SURVEYOR'S CERTIFICATE:

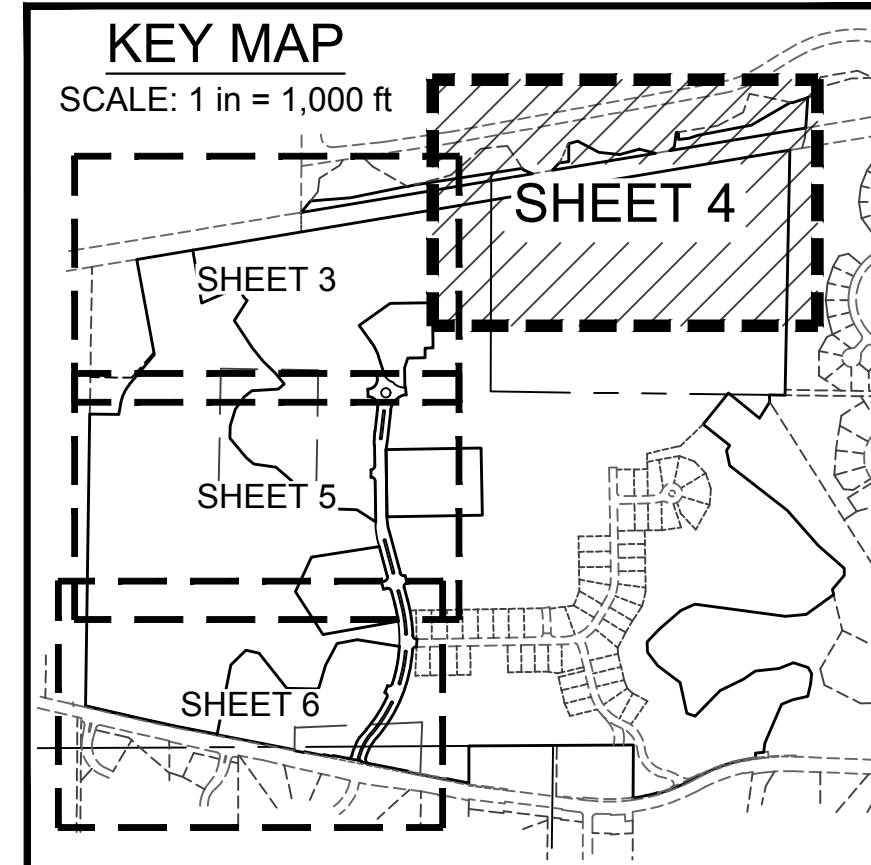
SEE SHEET 1 OF 7 FOR CERTIFICATION.

THE STERLING COMPANY
MO. REG. L.S. #2007017963

JAMEY A. HENSON, P.L.S., VICE PRESIDENT
DATE: 1-8-19

STATE OF MISSOURI
JAMEY A. HENSON
NUMBER PLS-2007017963
ORIGINAL LAND SURVEYOR

FIENUP FARMS PLAT THREE



LEGEND:

- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" ROD W/ ALUMINUM CAP)
- = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" ROD W/ PLASTIC CAP) OR CUT CROSS
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- = FOUND SEMI-PERMANENT MONUMENT
- = SET PERMANENT MONUMENT IN PREVIOUS PLAT
- ☆ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
- FND. = FOUND
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- H.O.A. = HOMEOWNERS' ASSOCIATION
- PUBLIC RIGHT-OF-WAY =
- RIGHT-OF-WAY DEDICATION =
- STORMWATER MANAGEMENT-RESERVE AREA

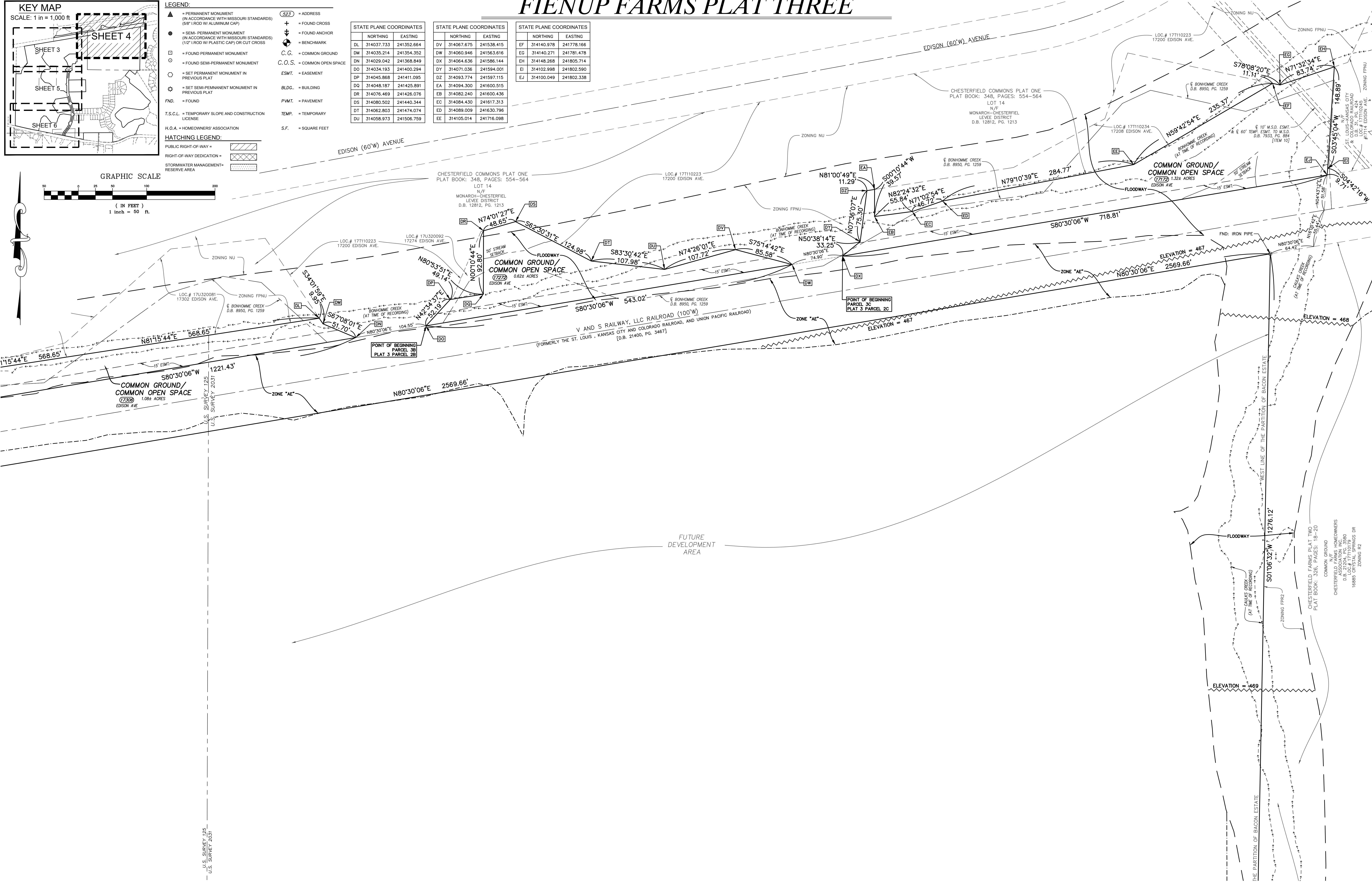
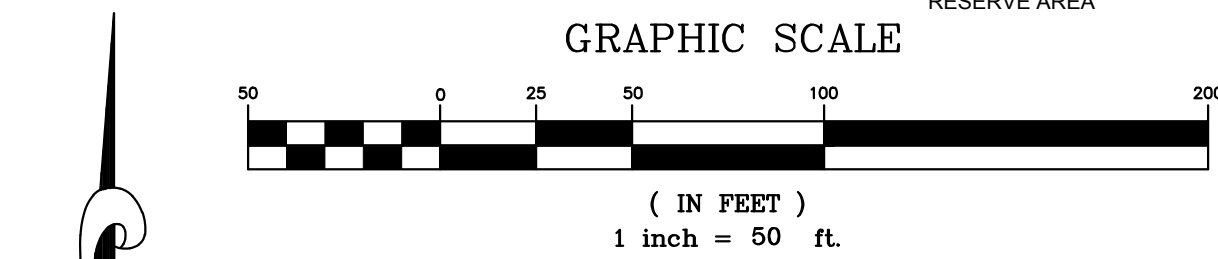
LEGEND:

- 523 = ADDRESS
- + = FOUND CROSS
- ⬇ = FOUND ANCHOR
- ⬇ = BENCHMARK
- C.G. = COMMON GROUND
- C.O.S. = COMMON OPEN SPACE
- ESMT. = EASEMENT
- BLDG. = BUILDING
- P.V.M.T. = PAVEMENT
- TEMP. = TEMPORARY
- S.F. = SQUARE FEET

STATE PLANE COORDINATES		
	NORTHING	EASTING
DL	314037.733	241352.664
DM	314035.214	241354.352
DN	314029.042	241368.849
DO	314034.193	241400.294
DP	314045.868	241411.095
DQ	314048.187	241425.891
DR	314076.469	241426.076
DS	314080.502	241440.344
DT	314082.803	241474.074
DU	314058.973	241506.759

STATE PLANE COORDINATES		
	NORTHING	EASTING
DV	314067.675	241538.415
DW	314060.946	241563.616
DX	314064.636	241586.144
DY	314071.036	241594.001
DZ	314093.774	241597.115
EA	314094.300	241600.515
EB	314082.240	241600.436
EC	314084.430	241617.313
ED	314089.009	241630.796
EE	314105.014	241716.098

STATE PLANE COORDINATES		
	NORTHING	EASTING
EF	314140.978	241778.166
EG	314140.271	241781.478
EH	314148.268	241805.714
EI	314102.998	241802.590
EJ	314100.049	241802.338



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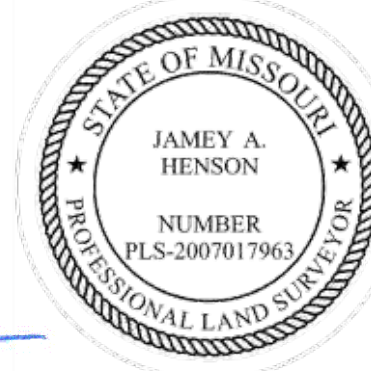
DRAWN BY:	GFS	MSD P# - 17MSD-00076
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT THREE

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 7 FOR CERTIFICATION.

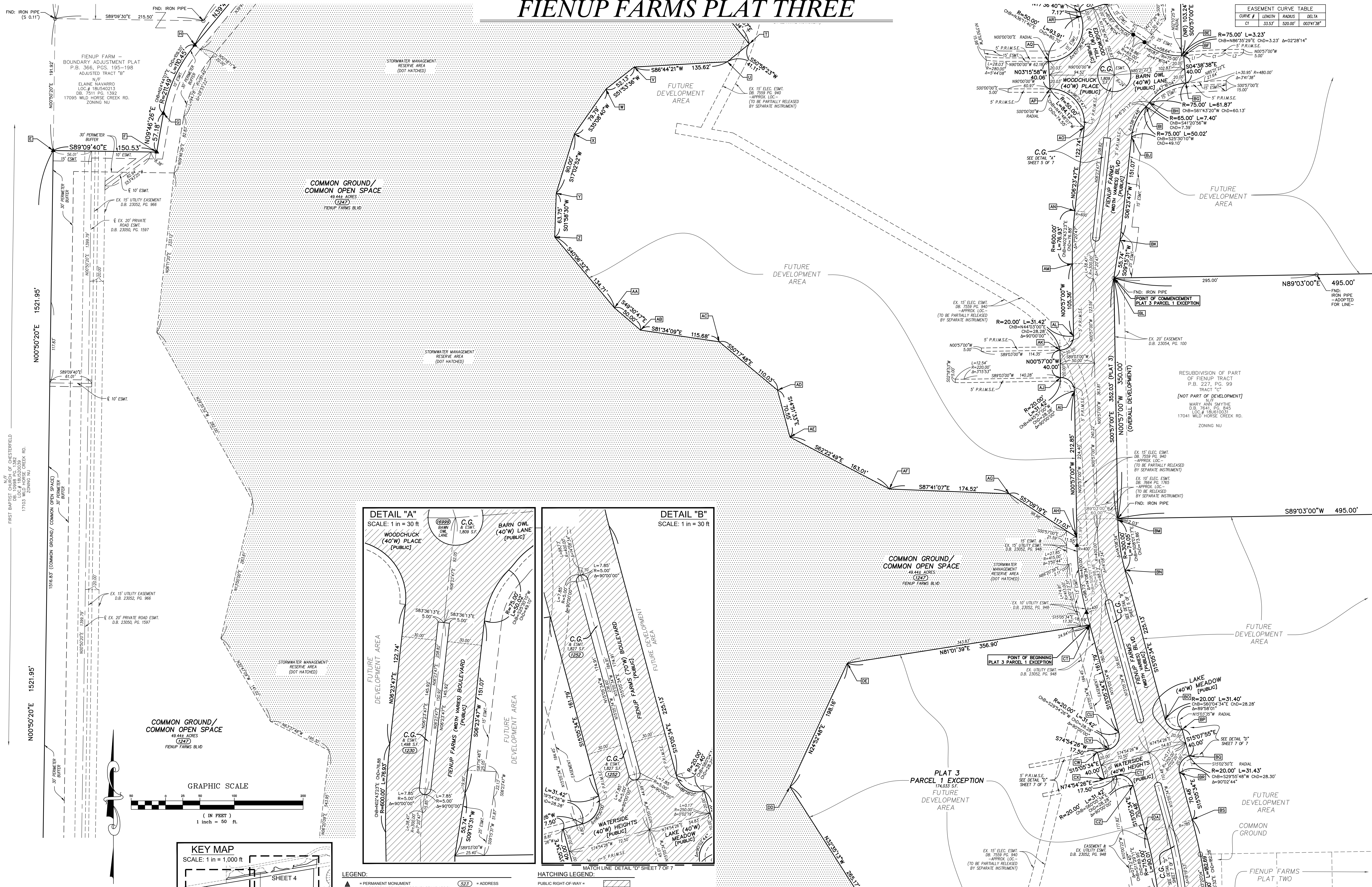
THE STERLING COMPANY
MO. REG. 307-D

J. A. Henson
JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200717963



DATE: 1-8-19

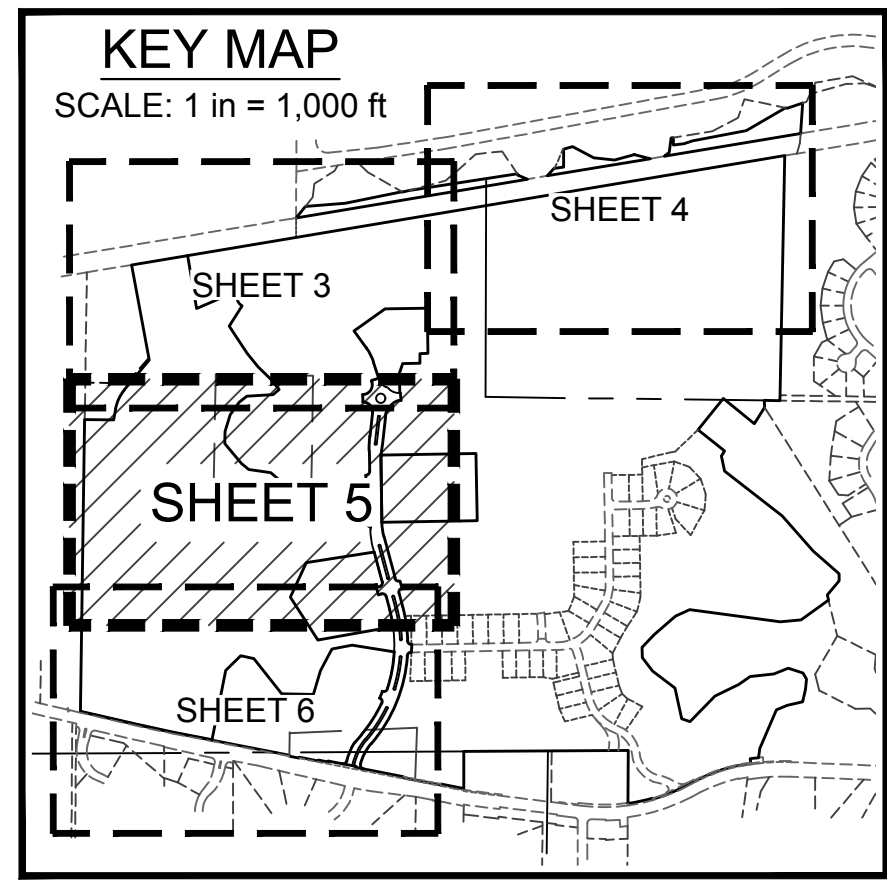
FIENUP FARMS PLAT THREE



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DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

MSD P# - 17MSD-00076
DATE: JAN. 8, 2019
FIENUP FARMS PLAT THREE



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 - = FOUND SEMI-PERMANENT MONUMENT
 - ⊙ = SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - ⊙ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - FND. = FOUND
 - T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS' ASSOCIATION
- SYMBOLS:**
- 523 = ADDRESS
 - ✚ = FOUND CROSS
 - ⊕ = FOUND ANCHOR
 - ⊕ = BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - P.V.M.T. = PAVEMENT
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET

- HATCHING LEGEND:**
- PUBLIC RIGHT-OF-WAY =
 - RIGHT-OF-WAY DEDICATION =
 - STORMWATER MANAGEMENT RESERVE AREA =

STATE PLANE COORDINATES

NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING
E 313650.256	240664.862	AA 313579.693	240913.302	AL 313566.446	241116.689	BI 313668.140	241149.204
F 313649.428	240710.733	AB 313569.760	240924.858	AM 313598.554	241116.266	BJ 313654.656	241142.715
G 313666.592	240713.730	AC 313564.472	240959.715	AN 313621.954	241117.459	BK 313608.919	241137.429
H 313696.772	240727.779	AD 313542.961	240985.443	AO 313659.114	241121.754	BL 313592.160	241134.639
I 313696.463	240973.462	AE 313522.159	240990.886	AP 313676.102	241106.668	BM 313484.880	241136.051
J 313688.608	240963.702	AF 313498.976	241034.828	AQ 313688.295	241106.014	BN 313462.579	241139.116
K 313686.397	240922.427	AG 313496.647	241087.965	AR 313708.095	241120.606	BO 313396.271	241156.756
L 313676.635	240909.892	AH 313477.200	241117.864	BS 313690.553	241164.938	BP 313391.946	241164.210
M 313656.798	240895.826	AI 313542.066	241117.010	BT 313690.608	241165.922	BQ 313380.167	241167.352
N 313630.601	240887.695	AJ 313548.081	241110.835	BU 313678.454	241166.668	BR 313372.708	241163.024
O 313611.185	240886.959	AK 313560.271	241110.674	BV 313669.826	241150.598	BS 313351.951	241168.546

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 7 FOR CERTIFICATION.

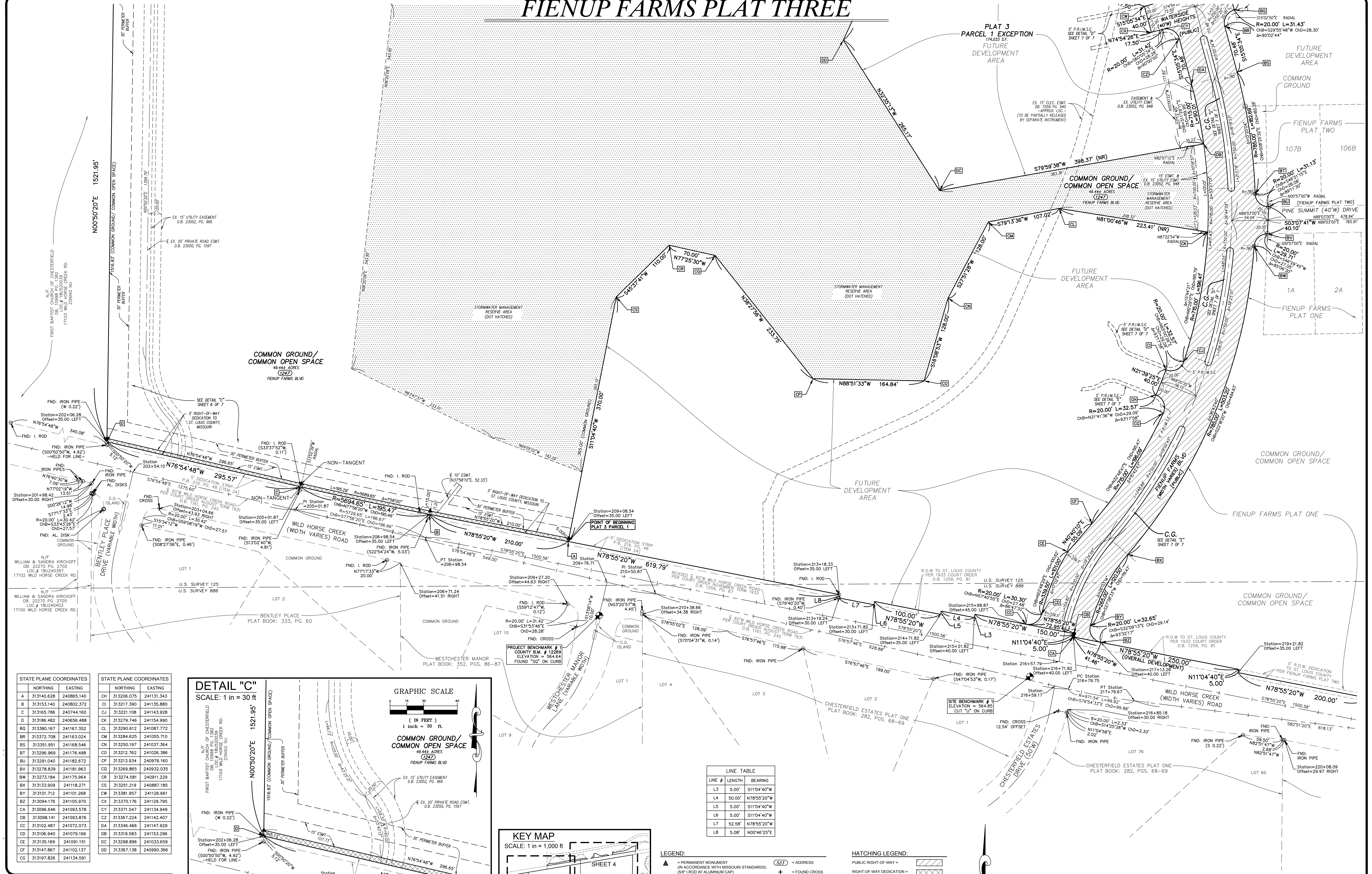
THE STERLING COMPANY
MO. REG. 307-D

JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200717963

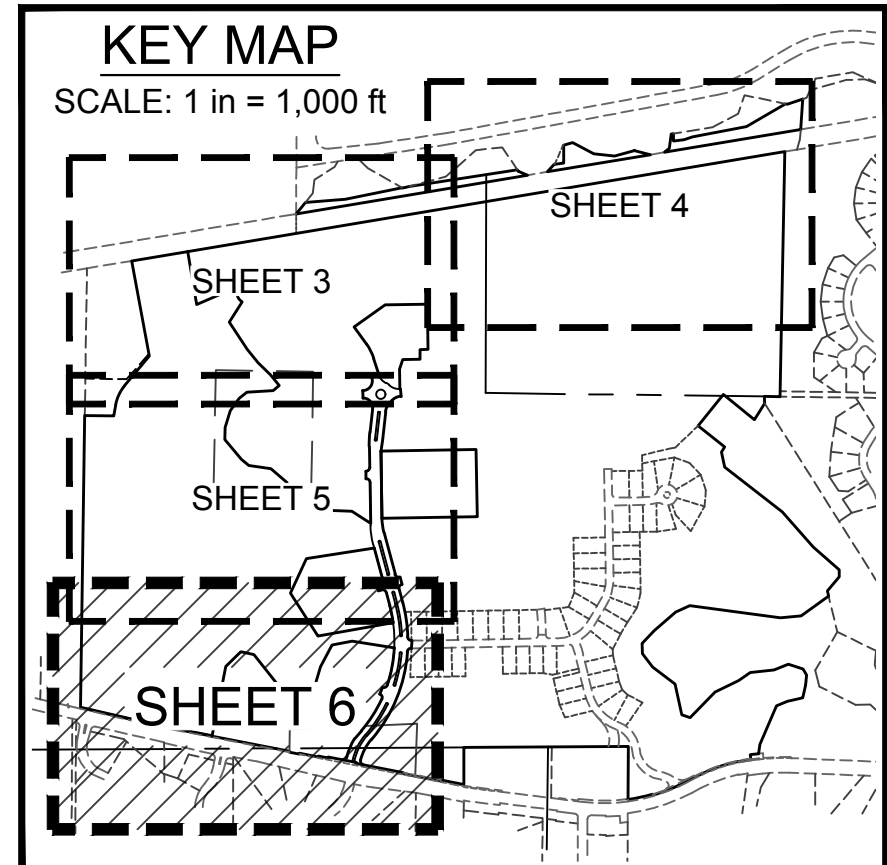
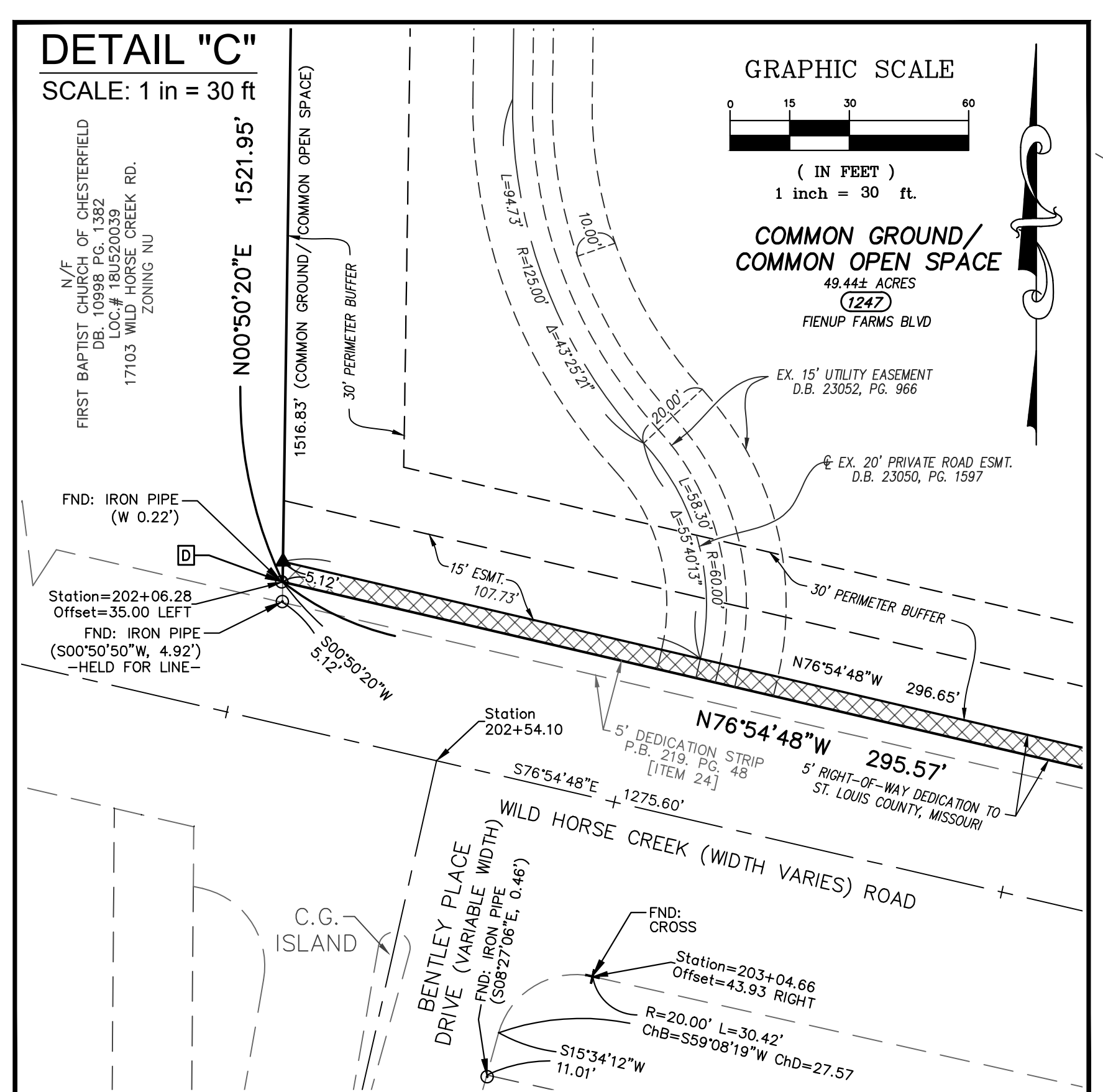
DATE: 1-8-19

SHEET 5 OF 7

FIENUP FARMS PLAT THREE



STATE PLANE COORDINATES		STATE PLANE COORDINATES	
NORTHING	EASTING	NORTHING	EASTING
A	313140.628	240865.140	
B	313153.140	240862.372	
C	313165.786	240744.160	
D	313186.482	240656.488	
B0	313380.167	241167.352	
BR	313372.708	241163.024	
BS	313351.951	241168.546	
BT	313296.969	241176.498	
BU	313291.040	241182.672	
BV	313278.839	241181.963	
BW	313273.184	241175.964	
BX	313133.909	241118.271	
BY	313101.712	241101.268	
BZ	313094.176	241105.970	
CA	313096.646	241093.578	
CB	313088.141	241093.876	
CC	313102.487	241072.073	
CD	313106.940	241079.166	
CE	313135.169	241091.151	
CF	313147.867	241102.137	
CG	313197.826	241134.591	



LINE TABLE	
LINE #	LENGTH
L3	5.00'
L4	50.00'
L5	5.00'
L6	5.00'
L7	52.58'
L8	5.08'

LEGEND:	
▲	PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (6\"
●	SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2\"
□	FOUND PERMANENT MONUMENT
○	FOUND SEMI-PERMANENT MONUMENT
○	SET PERMANENT MONUMENT IN PREVIOUS PLAT
○	SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
FND.	FOUND
T.S.C.L.	TEMPORARY SLOPE AND CONSTRUCTION LICENSE
H.O.A.	HOMEOWNERS' ASSOCIATION

LEGEND:	
523	ADDRESS
+	FOUND CROSS
+	FOUND ANCHOR
+	BENCHMARK
C.G.	COMMON GROUND
C.O.S.	COMMON OPEN SPACE
ESMT.	EASEMENT
BLDG.	BUILDING
P.V.M.T.	PAVEMENT
T.C.P.	TEMPORARY
S.F.	SQUARE FEET

HATCHING LEGEND:	
Public Right-of-Way	
Right-of-Way Dedication	
Stormwater Management Reserve Area	

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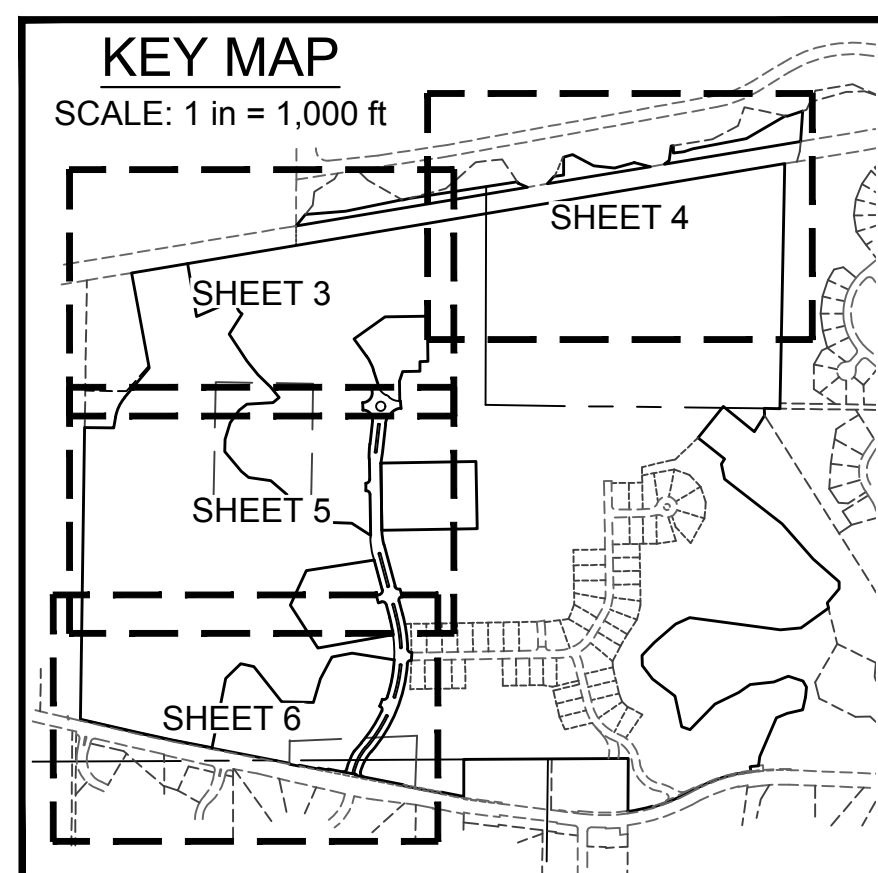
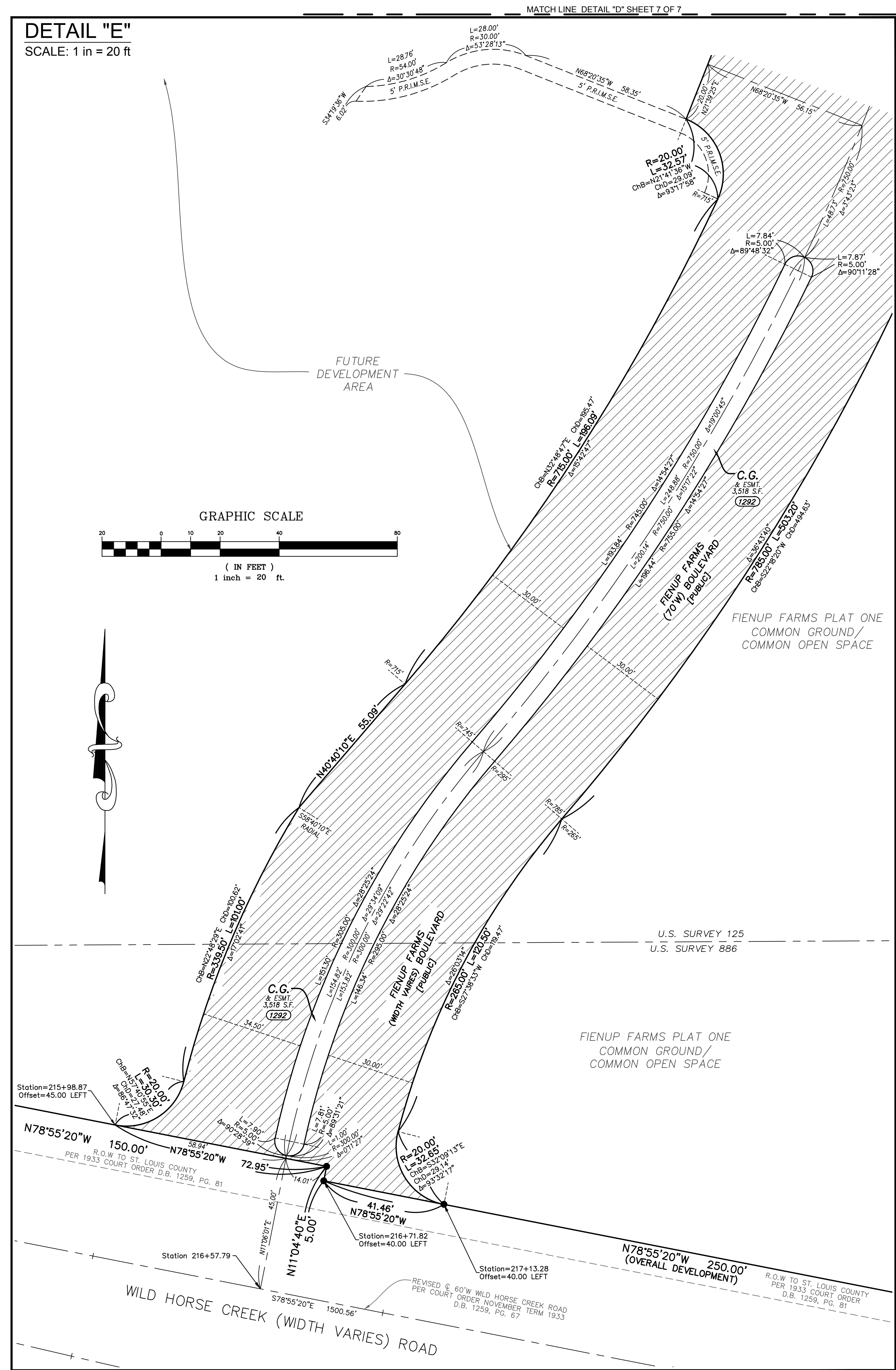
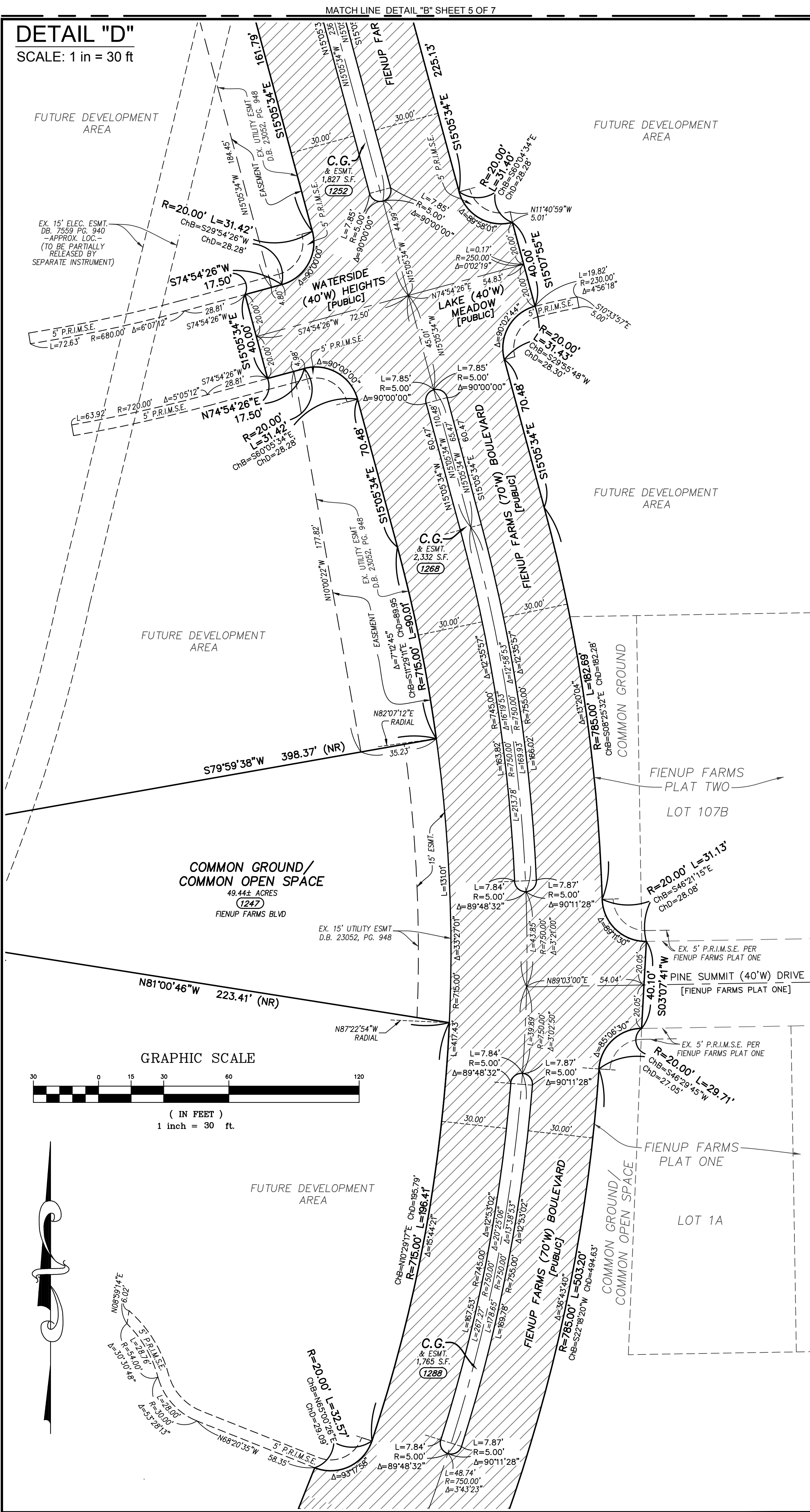
SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 7 FOR CERTIFICATION.
THE STERLING COMPANY
MO. REG. 307-D

JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200717963

DATE: 1-8-19

SHEET 6 OF 7

FIENUP FARMS PLAT THREE



- LEGEND:**
- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" I.R.O.D. W/ ALUMINUM CAP)
 - = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP) OR CUT CROSS
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - = SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - ⊛ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - FND. = FOUND
 - T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS' ASSOCIATION
- HATCHING LEGEND:**
- ▲ = ADDRESS
 - ⊕ = FOUND CROSS
 - ⊙ = FOUND ANCHOR
 - ⊙ = BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
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 - TEMP. = TEMPORARY
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DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

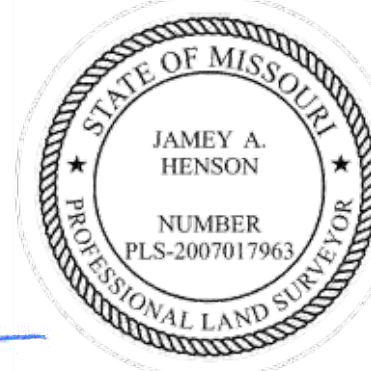
MSD P# - 17MSD-00076
DATE: JAN. 8, 2019
FIENUP FARMS PLAT THREE

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 7 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

J. A. Henson
JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200717963



DATE: 1-8-19
SHEET 7 OF 7



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Joseph Knight

DATE: 2/6/19

Standby L/C No.: SLC00005433

Currency/Amount:	USD 1,432,606.27
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005433

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$1,432,606.27 (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 Fienup Farms Plat 3 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005433

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2024.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005433.

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 E, 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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 3)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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 million four hundred thirty-two thousand six hundred six
_____ DOLLARS
(\$^{1,432,606.27}_____), 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 alia 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

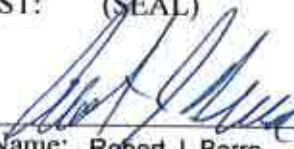


subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

seals the ____ day of _____, 20____.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

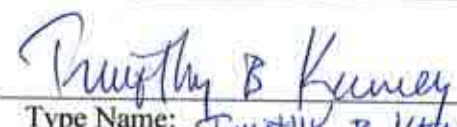

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer Tugger
Title: AVP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 20 19, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (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 1st day of February, 20 19.


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: Flenup Farms
 PLAT: 3
 SUBDIVISION CODE: 330
 NO. LOTS: 0
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

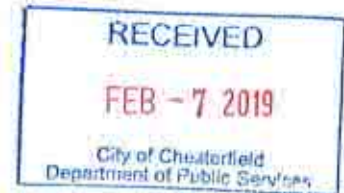
CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$554,153.05	\$0.00 \$0.00	0	\$554,153.05	100
SIDEWALKS			\$139,192.46	\$0.00 \$0.00	0	\$139,192.46	100
STREET SIGNS			\$2,475.00	\$0.00 \$0.00	0	\$2,475.00	100
STREET TREES			\$71,170.00	\$0.00 \$0.00	0	\$71,170.00	100
STORM SEWER			\$141,029.46	\$0.00 \$0.00	0	\$141,029.46	100
GRADING			\$58,421.00	\$0.00 \$0.00	0	\$58,421.00	100
DETENTION & WQ			\$77,202.18	\$0.00 \$0.00	0	\$77,202.18	100
EROSION CONTROL			\$12,260.12	\$0.00 \$0.00	0	\$12,260.12	100
SILTATION CONTROL			\$12,260.12	\$0.00 \$0.00	0	\$12,260.12	100
COMMON GROUND SEED AND ISLAND SODDING			\$8,598.28	\$0.00 \$0.00	0	\$8,598.28	100
MONUMENTATION			\$8,024.50	\$0.00 \$0.00	0	\$8,024.50	100
STREET LIGHTS			\$10,164.00	\$0.00 \$0.00	0	\$10,164.00	100
WATER MAINS			\$221,925.00	\$0.00 \$0.00	0	\$221,925.00	100
MISC. REQ. IMPROVMENTS			\$115,731.11	\$0.00 \$0.00	0	\$115,731.11	100
TOTALS			\$1,432,606.27	\$0.00	0	\$1,432,606.27	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Joseph Knight

DATE: 2/6/19

Standby L/C No.: SLC00005428

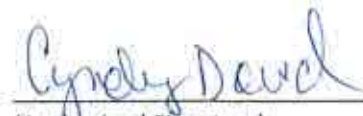
Currency/Amount:	USD 143,260.63
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005428

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$143,260.63 (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 Fienup Farms Plat 3 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC
SLC00005428

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2025.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005428.

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 3)
_____ in accordance with
Ordinance No. 2971, 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 forty-three thousand two hundred sixty DOLLARS
(\$ 143,260.63), 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

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.

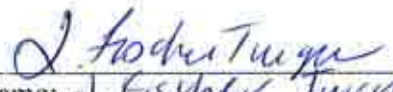
ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

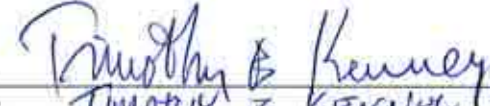
DEVELOPER: Wild Horse Residential, LLC

BY: 
Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Turgan
Title: VP

CREDIT HOLDER: Commerce Bank

BY: 
Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 20 19, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (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 1st day of February, 20 19.


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: Fienup Farms

PLAT: 3

SUB CODE: 330

DEVELOPER: Wild Horse Residential 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	\$55,415.31			\$55,415.31
SIDEWALKS	\$13,919.25			\$13,919.25
STREET SIGNS	\$247.50			\$247.50
STREET TREES	\$7,117.00			\$7,117.00
STORM SEWER	\$14,102.95			\$14,102.95
GRADING	\$5,842.10			\$5,842.10
DETENTION & WQ	\$7,720.22			\$7,720.22
EROSION CONTROL	\$1,226.01			\$1,226.01
SILTATION CONTROL	\$1,226.01			\$1,226.01
COMMON GR. SEED	\$859.83			\$859.83
MONUMENTATION	\$802.45			\$802.45
STREET LIGHTS	\$1,016.40			\$1,016.40
WATER MAINS	\$22,192.50			\$22,192.50
MISC. REQUIRED IMP.	\$11,573.11			\$11,573.11
TOTALS	\$143,260.63		\$0.00	\$143,260.63

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

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

Date: March 04, 2019

RE: **Fienup Farms (Record Plat 4):** Record Plat 4 of the 6 Record Plats that create Phase 1 of the 223 acre development known as Fienup Farms located north of Wild Horse Creek Road and east of Long Road.

Summary

Wild Horse Residential, LLC has submitted a request for six Record Plats over the 223 acres zoned "PUD" Planned Unit Development located on the north side of Wild Horse Creek Road approximately 3,250 feet east of its intersection with Kehrs Mill Road and 4,400 feet west of its intersection with Baxter Road. The six Record Plats would establish 111 of the 223 total lots within the Fienup Farms development. This request is for the fourth (Record Plat 4) of the 6 Record Plats that create Phase 1 of the 223 acre development.

Figure 1 on the following page is an image that outlines all 6 plats included in Phase 1 along with the associated improvements for each plat. Table 1 below Figure 1 identifies each plat, provides the number of lots contained in each plat, followed by a brief description of that plat.

On January 14, 2019, the Planning Commission recommended approval of Record Plat 4 within the Subdivision of Fienup Farms with a vote of 8-0.

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

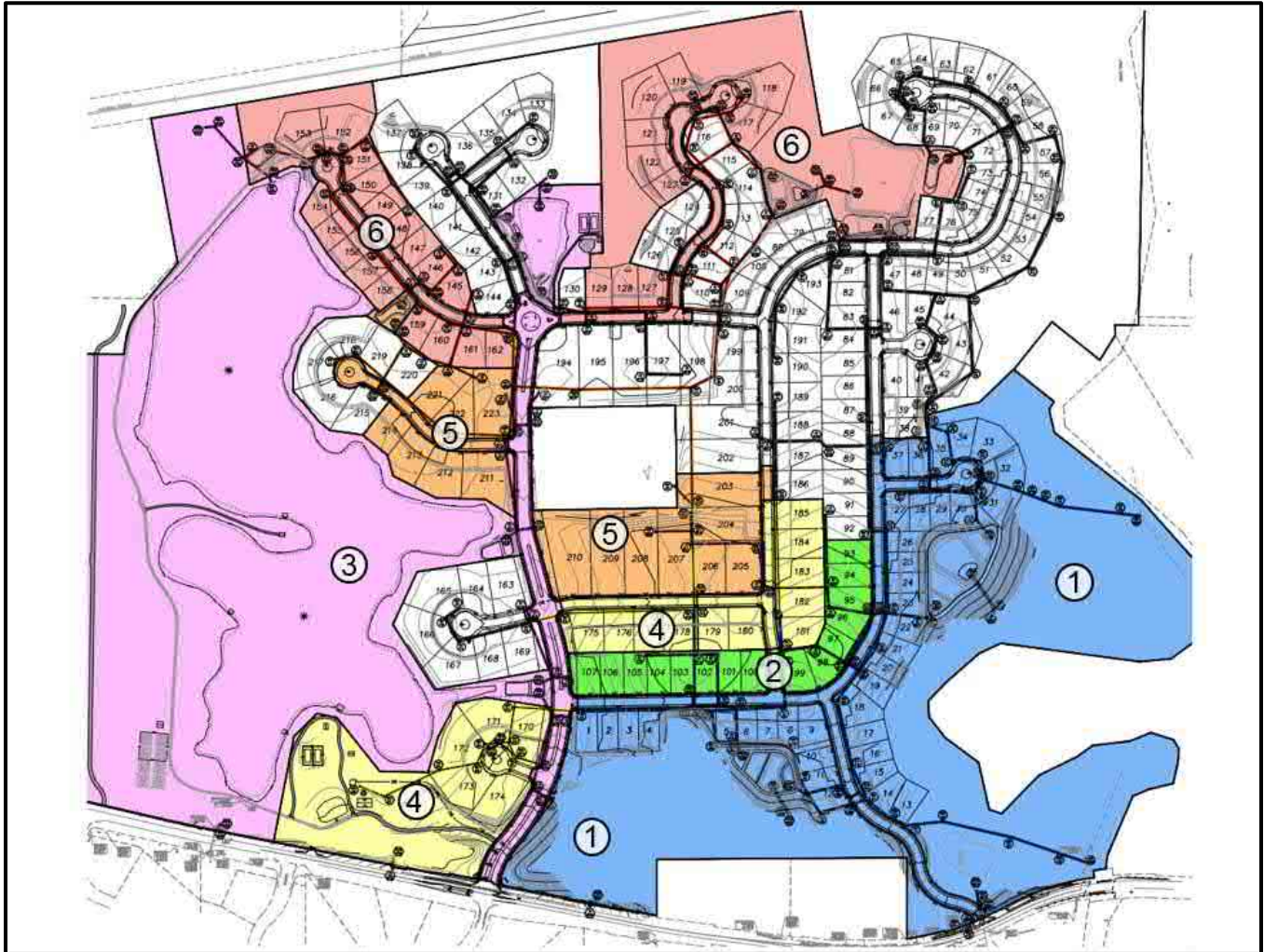


Figure 1: Plats and Associated Improvements

Record Plat	Lots	Description
Plat 1	37	Southeastern lots including east entrance
Plat 2	15	Directly north of Plat 1 with lots ranging from 15,300 - 18,634 SF
Plat 3	0	Includes Fienup Farms BLVD/west entrance, the entire lake, and western and northern amenities
Plat 4	16	Southwestern and southcentral lots including some amenities close to the west entrance
Plat 5	15	Primarily in the center of the site with the largest lots of phase 1 from 16,186 - 41,744 SF
Plat 6	28	Northern edge of phase 1 including amenities in the northeast

Table 1: Plat Description

BILL NO. 3237

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 4, A 13.96 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 13.96 acre tract of land into sixteen (16) 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 Fienup Farms 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 03/04/2019

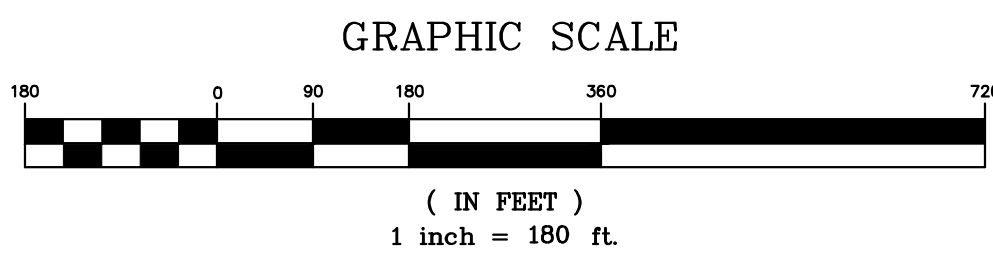
FIENUP FARMS PLAT FOUR

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 366, PAGES 195-198, TOGETHER WITH PART OF A TRACT OF LAND LOCATED IN U.S. SURVEYS 125 AND 886, ALL LOCATED IN U.S. SURVEYS 125 AND 886, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

NOTE: SEE SHEET 3 FOR CORRESPONDING STATE PLANE COORDINATES AND ASSOCIATED REFERENCED LABELS.

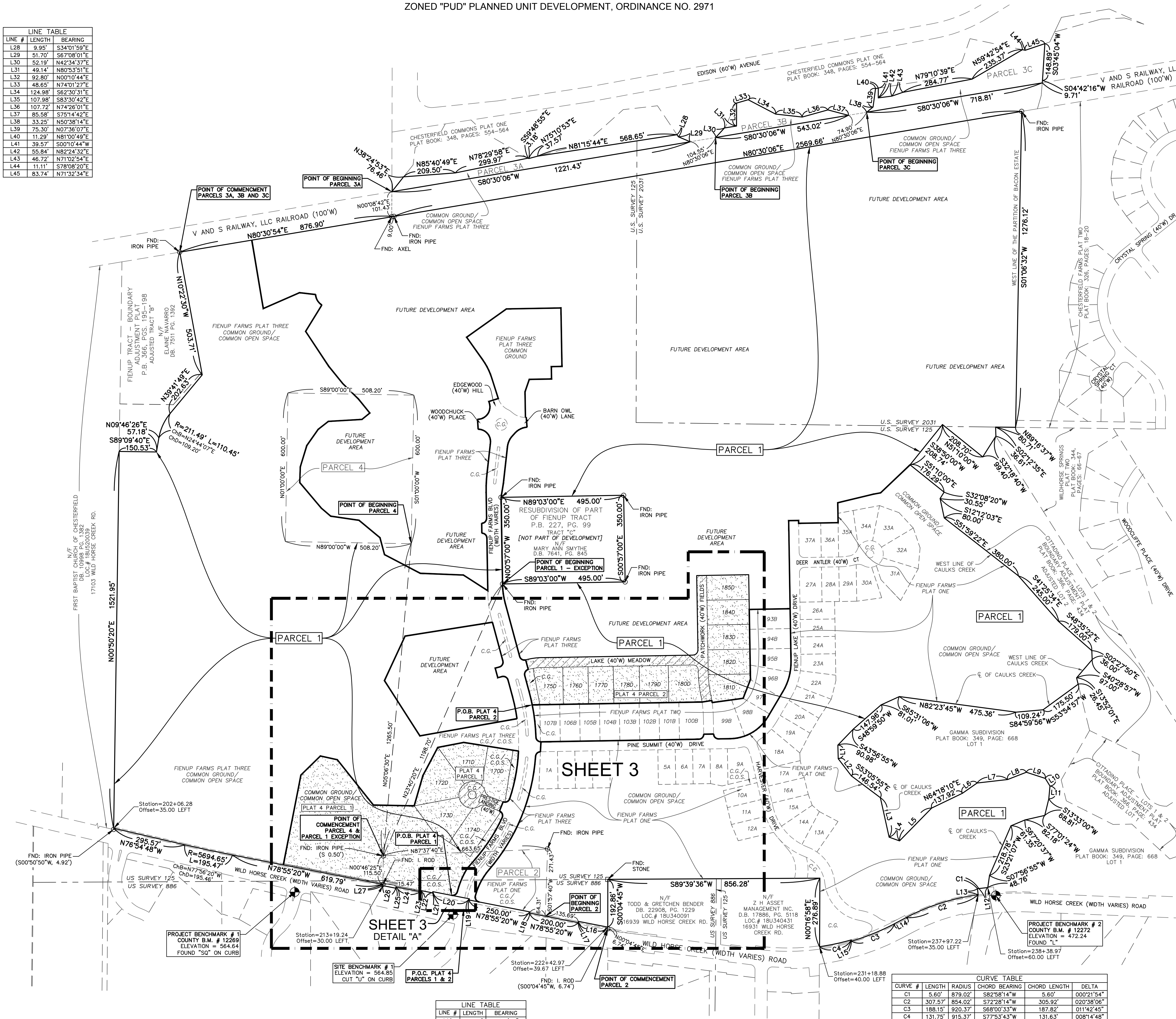
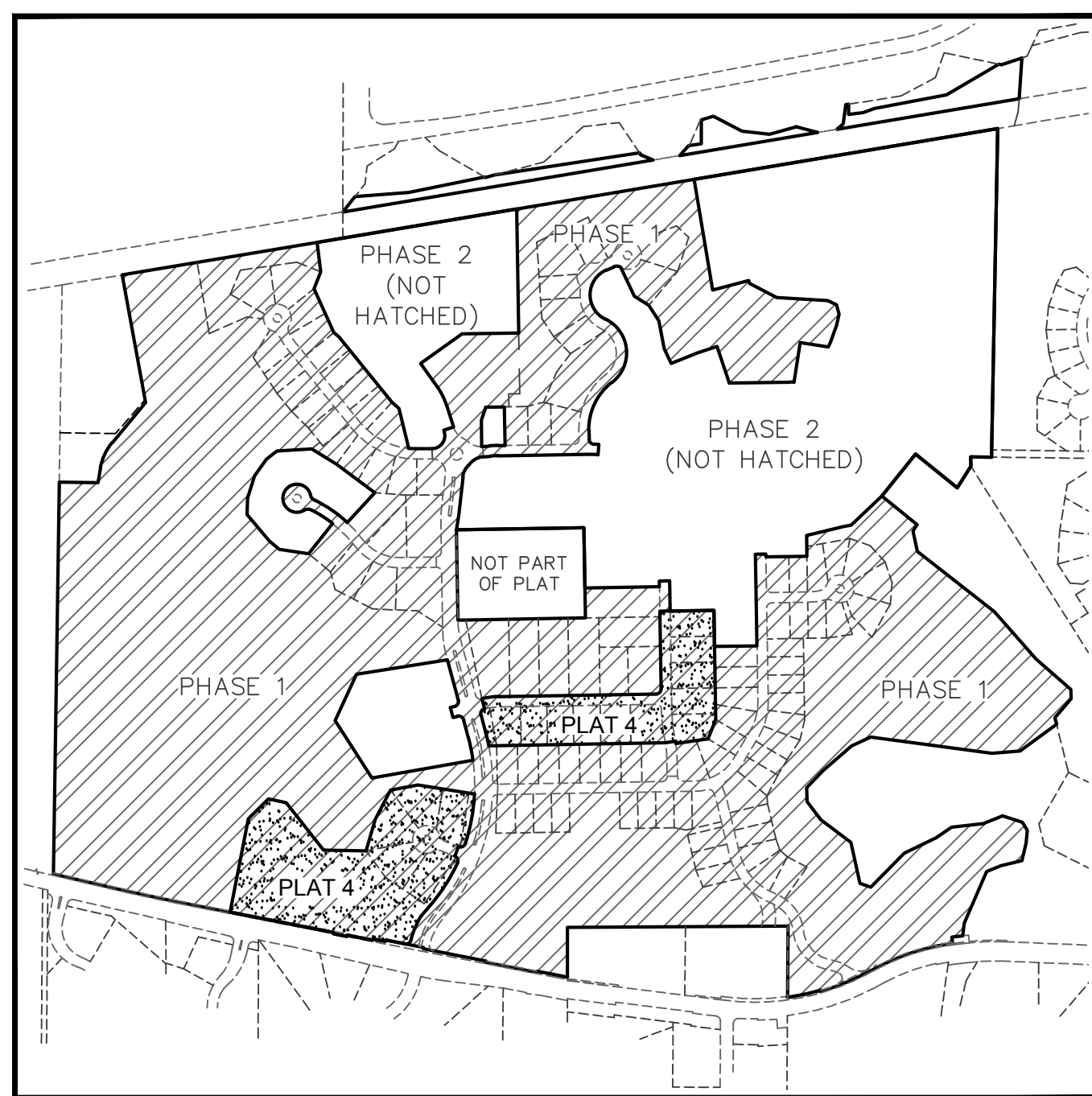
STATE PLANE COORDINATES	NORTHING	EASTING
A	313102.487	241072.073
B	313107.078	241049.042
C	313105.583	241048.744
D	313108.562	241033.799
E	313107.068	241033.502
F	313113.026	241003.612
G	313111.531	241003.314
H	313114.664	240887.598
I	313116.212	240887.625
J	313140.628	240865.140
K	313251.219	240887.185
L	313274.581	240911.229
M	313269.865	240932.035
N	313213.934	240976.160
O	313212.782	241026.386
P	313250.197	241037.364
Q	313284.625	241055.710
R	313290.612	241087.772
S	313279.746	241154.990
T	313221.108	241143.928
U	313217.390	241135.880
V	313206.075	241131.343
W	313197.826	241134.591
X	313147.867	241102.137
Y	313135.169	241091.151
Z	313106.940	241079.166
AA	313336.621	241172.089
AB	313351.951	241168.546
AC	313372.708	241163.024
AD	313380.167	241167.352
AE	313391.946	241164.210
AF	313394.693	241184.236
AG	313397.142	241370.205
AH	313403.317	241376.220
AI	313495.078	241376.011
AJ	313495.920	241439.008
AK	313366.794	241440.709
AL	313343.765	241431.591
AM	313338.670	241393.512
AN	313341.183	241393.155
AO	313339.373	241381.099

LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°53'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N50°38'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



DEVELOPMENT PHASE DETAIL

SCALE: 1 in = 600 ft



LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

HATCHING LEGEND:
PUBLIC RIGHT-OF-WAY =
PLAT 4 LIMITS =
PHASE 1 LIMITS =

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	9.60'	879.02'	S82°58'14"W	9.60'	00°21'54"
C2	307.57'	854.02'	S72°28'14"W	305.92'	02°38'08"
C3	188.15'	920.37'	S68°00'33"W	187.82'	01°14'45"
C4	131.75'	915.37'	S77°53'43"W	131.63'	00°14'48"

LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°26'07"E
L6	72.15'	N54°56'38"E
L7	123.68'	N83°32'31"E
L8	81.25'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S62°09'11"W
L15	5.22'	N00°30'40"E

LEGEND:

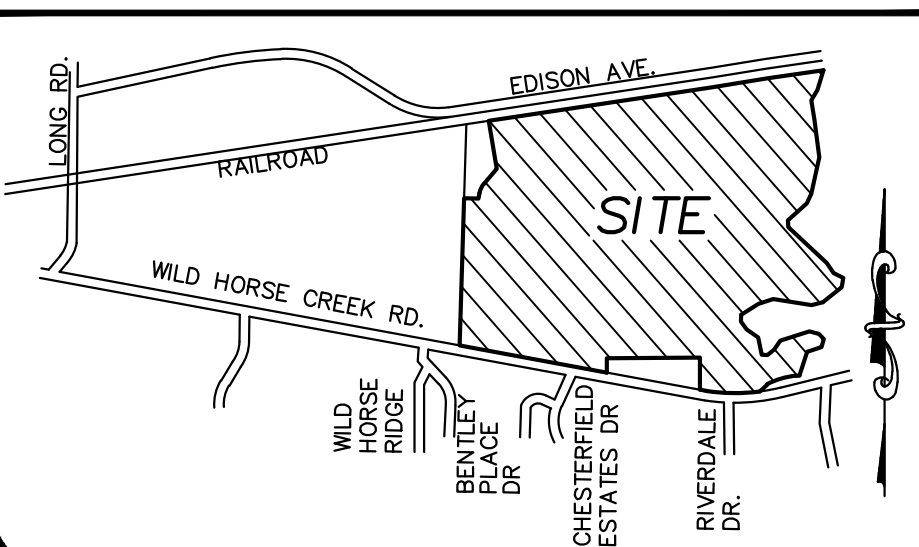
- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" I.R.O.D. W/ ALUMINUM CAP)
- = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP) OR CUT CROSS
- = FOUND PERMANENT MONUMENT
- = FOUND SEMI-PERMANENT MONUMENT
- FND. = FOUND
- P.W.M.T. = PAVEMENT
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- H.O.A. = HOMEOWNERS' ASSOCIATION
- 523 = ADDRESS
- + = FOUND CROSS
- ⊕ = FOUND ANCHOR
- ⊙ = BENCHMARK
- C. G. = COMMON GROUND
- C. O. S. = COMMON OPEN SPACE
- ESMT. = EASEMENT
- BLDG. = BUILDING
- TEMP. = TEMPORARY
- S.F. = SQUARE FEET

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# - 18MSD-00095
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT FOUR

LOCATION MAP



SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE SURVEYING COMPANY
MO. REG. 307-D

JAMEY A. HENSON, P.L.S., VICE PRESIDENT
MO. REG. LS. #2007017963
DATE: 1-8-19
SHEET 2 OF 3

SCALE: 1 in = 20 ft

SCALE: 1 in = 50 f

LINE TABLE		
LINE #	LENGTH	BEARING
L8	40.00	N15°07'55"W
L9	40.00	S81°16'02"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C4	51.63'	785.00'	N13°12'30"W	51.62'	003°46'07"
C5	31.43'	20.00'	N29°55'48"E	28.30'	090°02'44"
C6	8.33'	520.00'	N08°16'27"W	8.33'	000°55'02"
C7	26.21'	500.00'	N10°14'04"W	26.21'	003°00'13"

STATE PLANE COORDINATES			STATE PLANE COORDINATES			STATE PLANE COORDINATES		
	NORTHING	EASTING		NORTHING	EASTING		NORTHING	EASTING
A	313102.487	241072.073	O	313212.762	241026.386	AC	313377.208	241163.024
B	313107.078	241049.042	P	313250.197	24037.364	AD	313801.167	241167.352
C	313105.583	241084.744	Q	313284.625	241055.710	AE	313931.946	241164.210
D	313108.562	241033.799	R	313260.612	241087.772	AF	313394.693	241184.236
E	313107.068	241033.590	S	313279.746	241154.990	AG	313397.142	241370.205
F	313131.026	241003.612	T	313231.108	241143.928	AH	313403.317	241372.021
G	313111.531	241003.314	U	313217.390	241138.880	AI	313495.078	241375.011
H	313114.664	240987.598	V	313206.075	241131.345	AJ	313495.920	241438.008
I	313116.212	240987.625	W	313197.826	241134.591	AK	313666.794	241440.591
J	313104.628	240865.140	X	313147.867	241021.137	AL	313343.765	241431.709
K	313251.219	240887.185	Y	313155.219	241051.151	AM	313336.670	241393.512
L	313274.581	240891.129	Z	313106.940	241079.166	AN	313341.183	241393.155
M	313269.865	240922.305	AA	313336.621	241172.089	AO	313339.373	241381.099
N	313231.934	240976.160	AB	313331.951	241168.446			

LINE TABLE		
LINE #	LENGTH	BEARING
L1	5.00'	S11°04'40"W
L2	50.00'	N78°55'20"W
L3	5.00'	S11°04'40"W
L4	5.00'	S11°04'40"W
L5	52.58'	N78°55'20"W
L6	5.08'	S00°46'25"E
L7	40.00'	S21°39'25"W

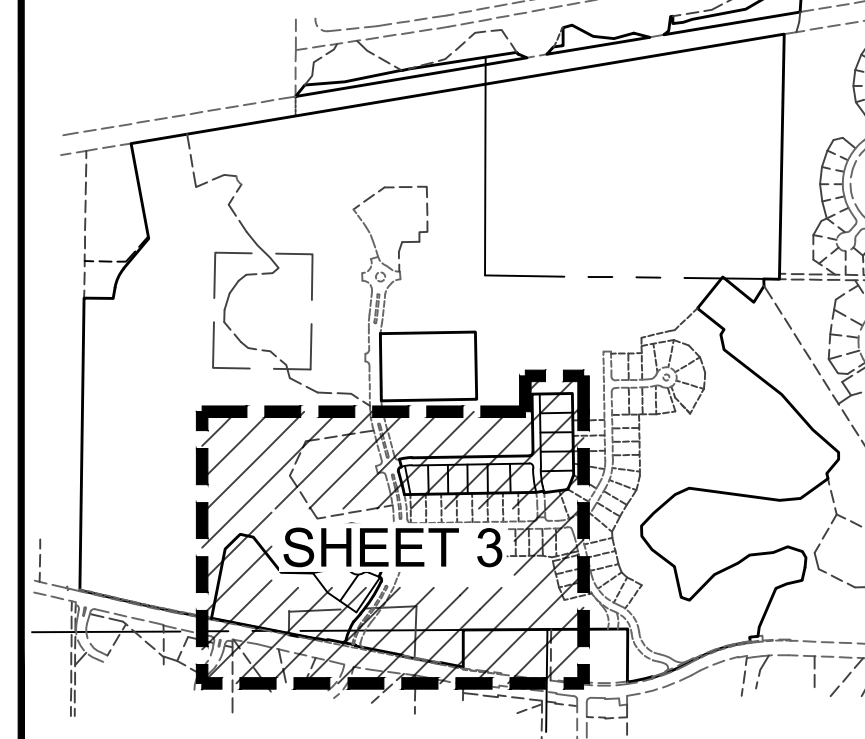
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	32.57'	20.00'	S65°00'26"W	29.09'	093°17'58"
C2	32.57'	20.00'	S21°41'36"E	29.09'	093°17'58"
C3	30.30'	20.00'	S57°40'55"W	27.48'	086°47'32"

LEGEND:

- | | | | |
|----------|--|----------|-----------------|
| ▲ | = PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(5/8" IRON W/ ALUMINUM CAP) | 523 | = ADDRESS |
| ● | = SEMI- PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(1/2" IRON W/ PLASTIC CAP) OR CUT CROSS | ↓ | = FOUND CROSS |
| □ | = FOUND PERMANENT MONUMENT | + | = FOUND ANCHOR |
| ○ | = FOUND SEMI-PERMANENT MONUMENT | + | = BENCHMARK |
| ○ | = SET PERMANENT MONUMENT IN PREVIOUS PLAT | C. G. | = COMMON GORE |
| ○ | = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT | C. O. S. | = COMMON CORNER |
| ⚙ | = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT | ESMT. | = EASEMENT |
| FND. | = FOUND | BLDG. | = BUILDING |
| | | PWMT. | = PAVEMENT |
| S.T.C.L. | = TEMPORARY SLOPE AND CONSTRUCTION LICENSE | TEMP. | = TEMPORARY |
| H.O.A. | = HOMEOWNERS' ASSOCIATION | S.F. | = SQUARE FEET |

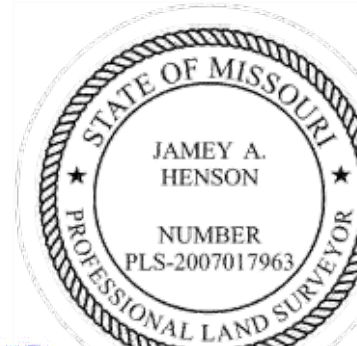
KEY MAP

SCALE: 1 in = 1,000 ft



SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION



JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. I.S. #2007017983

DATE 1-8-19

SHEET 3 OF 3

THE **STERLING** CO.
ENGINEERS & SURVEYORS

5055 New Baumgartner Road
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Ph. 314-487-0440 Fax 314-487-8944
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<i>DRAWN BY:</i>	<i>GFS</i>	<i>MSD P# - 18MSD-00095</i>
<i>CHECKED BY:</i>	<i>JAH</i>	<i>DATE: JAN. 8, 2019</i>
<i>JOB NO.:</i>	<i>14-06-196</i>	<i>FIENUP FARMS PLAT FOUR</i>

GRAPHIC SCALE

50 100

(IN FEET)

1 inch = 50 ft.



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 2/6/19

Standby L/C No.: SLC00005429

Currency/Amount:	USD 758,997.00
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

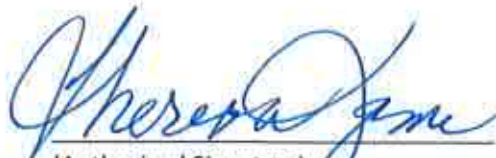
Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005429

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$758,997.00 (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 Fienup Farms Plat 4 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC
SLC00005429

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2024.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005429

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Wild Horse Residential, LLC _____, herein called DEVELOPER, Commerce Bank _____, 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 Fienup Farms (Plat 4) _____ in accordance with Ordinance No. ²⁹⁷¹_____, 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 Seven hundred fifty-eight thousand nine hundred ninety-seven _____ DOLLARS (\$^{758,997.00}_____), 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 Seven hundred fifty-eight thousand nine hundred ninety-seven, DOLLARS (\$ 758,997.00) 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 Fienup Farms (Plat 4) 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

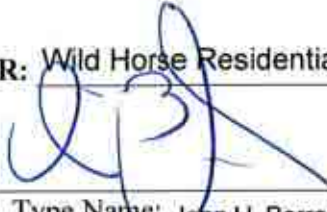
seals the ____ day of _____, 20 ____.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

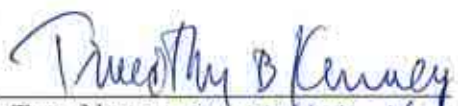

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J Fischer Turgew
Title: AVP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B. KENNEDY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: Fienup Farms
 PLAT: 4
 SUBDIVISION CODE: 330
 NO. LOTS: 16
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

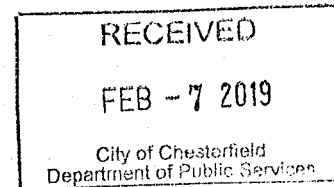
CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$190,359.18	\$0.00 \$0.00	0	\$190,359.18	100
SIDEWALKS			\$5,505.28	\$0.00 \$0.00	0	\$5,505.28	100
EMERGENCY ACCESS			\$3,410.00	\$0.00 \$0.00	0	\$3,410.00	100
STREET SIGNS			\$247.50	\$0.00 \$0.00	0	\$247.50	100
SANITARY SEWER AND PUMP STATIONS			\$44,229.24	\$0.00 \$0.00	0	\$44,229.24	100
STORM SEWER			\$52,573.95	\$0.00 \$0.00	0	\$52,573.95	100
GRADING			\$70,600.20	\$0.00 \$0.00	0	\$70,600.20	100
EROSION CONTROL			\$7,911.20	\$0.00 \$0.00	0	\$7,911.20	100
SILTATION CONTROL			\$5,508.80	\$0.00 \$0.00	0	\$5,508.80	100
COMMON GROUND SEED AND ISLAND SODDING			\$14,460.07	\$0.00 \$0.00	0	\$14,460.07	100
MONUMENTATION			\$7,315.00	\$0.00 \$0.00	0	\$7,315.00	100
STREET LIGHTS			\$4,235.00	\$0.00 \$0.00	0	\$4,235.00	100
WATER MAINS			\$136,702.50	\$0.00 \$0.00	0	\$136,702.50	100
MISC. REQ. IMPROVMENTS			\$215,939.08	\$0.00 \$0.00	0	\$215,939.08	100
TOTALS			\$758,997.00	\$0.00	0	\$758,997.00	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Joseph Knight

DATE: 2/6/19

Standby L/C No.: SLC00005435

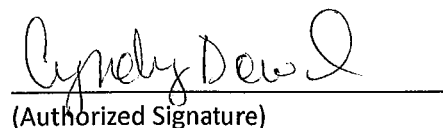
Currency/Amount:	USD 75,899.70
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC000005435

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$75,899.70 (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 Fienup Farms Plat 4 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC
SLC00005435

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2025.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005435

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 4)
_____ in accordance with
Ordinance No. 2971, 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 Seventy-five thousand eight hundred ninety-nine DOLLARS
(\$ 75,899.70), 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 Seventy-five thousand eight hundred ninety-nine

DOLLARS (\$ 75,899.70), 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 Fienup Farms (Plat 4) _____ 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.

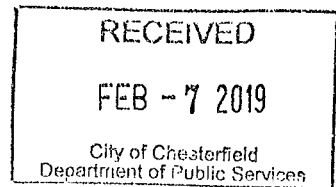
9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

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.

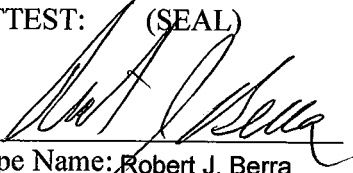
13. That the CITY hereby accepts this agreement as a satisfactory MAINTENACE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance



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

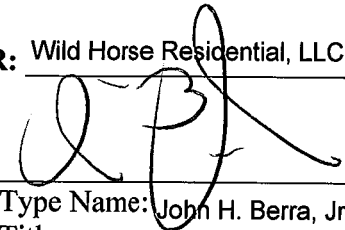
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the ____ day of _____, 20____ A.D.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

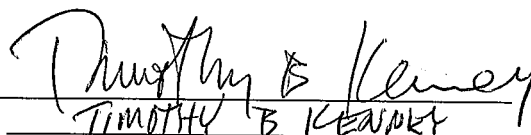

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Turgon
Title: AVP

CREDIT HOLDER: Commerce Bank

BY:


Name: TIMOTHY B KEARNEY
Title: SVP

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B. KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



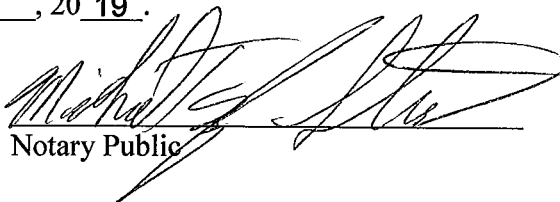
CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: Fienup Farms

PLAT: 4

SUB CODE: 330

DEVELOPER: Wild Horse Residential 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	\$19,035.92			\$19,035.92
SIDEWALKS	\$550.53			\$550.53
EMERGENCY ACCESS	\$341.00			\$341.00
STREET SIGNS	\$24.75			\$24.75
SAN. SEWER	\$4,422.92			\$4,422.92
STORM SEWER	\$5,257.40			\$5,257.40
GRADING	\$7,060.02			\$7,060.02
EROSION CONTROL	\$791.12			\$791.12
SILTATION CONTROL	\$550.88			\$550.88
COMMON GR. SEED	\$1,446.01			\$1,446.01
MONUMENTATION	\$731.50			\$731.50
STREET LIGHTS	\$423.50			\$423.50
WATER MAINS	\$13,670.25			\$13,670.25
MISC. REQUIRED IMP.	\$21,593.91			\$21,593.91
TOTALS	\$75,899.70		\$0.00	\$75,899.70

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

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

Date: March 04, 2019

RE: **Fienup Farms (Record Plat 5)**: Record Plat 5 of the 6 Record Plats that create Phase 1 of the 223 acre development known as Fienup Farms located north of Wild Horse Creek Road and east of Long Road.

Summary

Wild Horse Residential, LLC has submitted a request for six Record Plats over the 223 acres zoned "PUD" Planned Unit Development located on the north side of Wild Horse Creek Road approximately 3,250 feet east of its intersection with Kehrs Mill Road and 4,400 feet west of its intersection with Baxter Road. The six Record Plats would establish 111 of the 223 total lots within the Fienup Farms development. This request is for the fifth (Record Plat 5) of the 6 Record Plats that create Phase 1 of the 223 acre development.

Figure 1 on the following page is an image that outlines all 6 plats included in Phase 1 along with the associated improvements for each plat. Table 1 below Figure 1 identifies each plat, provides the number of lots contained in each plat, followed by a brief description of that plat.

On January 14, 2019, the Planning Commission recommended approval of Record Plat 5 within the Subdivision of Fienup Farms with a vote of 8-0.

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

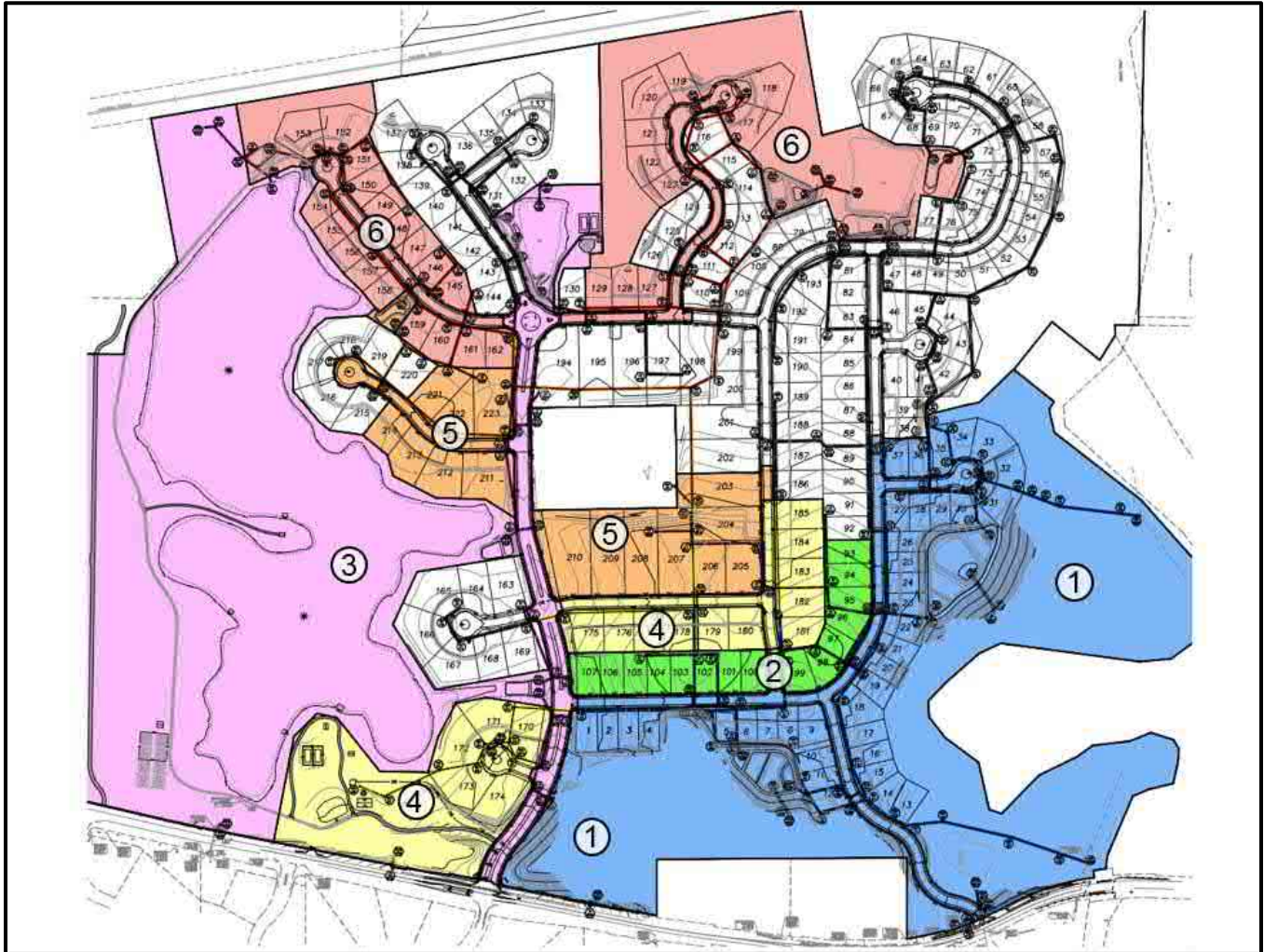


Figure 1: Plats and Associated Improvements

Record Plat	Lots	Description
Plat 1	37	Southeastern lots including east entrance
Plat 2	15	Directly north of Plat 1 with lots ranging from 15,300 - 18,634 SF
Plat 3	0	Includes Fienup Farms BLVD/west entrance, the entire lake, and western and northern amenities
Plat 4	16	Southwestern and southcentral lots including some amenities close to the west entrance
Plat 5	15	Primarily in the center of the site with the largest lots of phase 1 from 16,186 - 41,744 SF
Plat 6	28	Northern edge of phase 1 including amenities in the northeast

Table 1: Plat Description

BILL NO. 3238

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 5, A 10.88 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 10.88 acre tract of land into fifteen (15) 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 Fienup Farms 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 03/04/2019

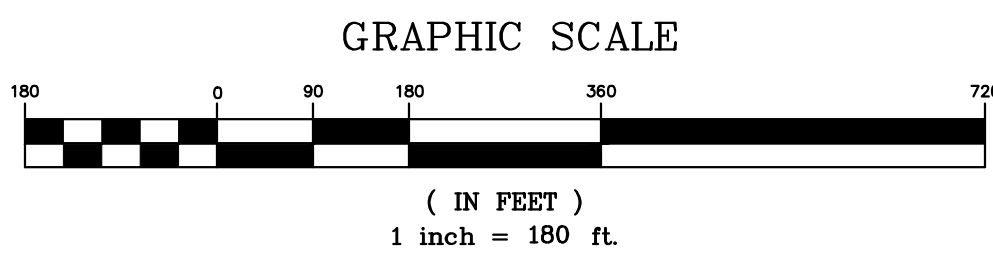
FIENUP FARMS PLAT FIVE

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, AND PART OF A TRACT OF LAND LOCATED U.S. SURVEY 125,
ALL LOCATED IN U.S. SURVEY 125, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

NOTE: SEE SHEET 3 FOR
CORRESPONDING STATE PLANE
COORDINATES AND ASSOCIATED
REFERENCED LABELS.

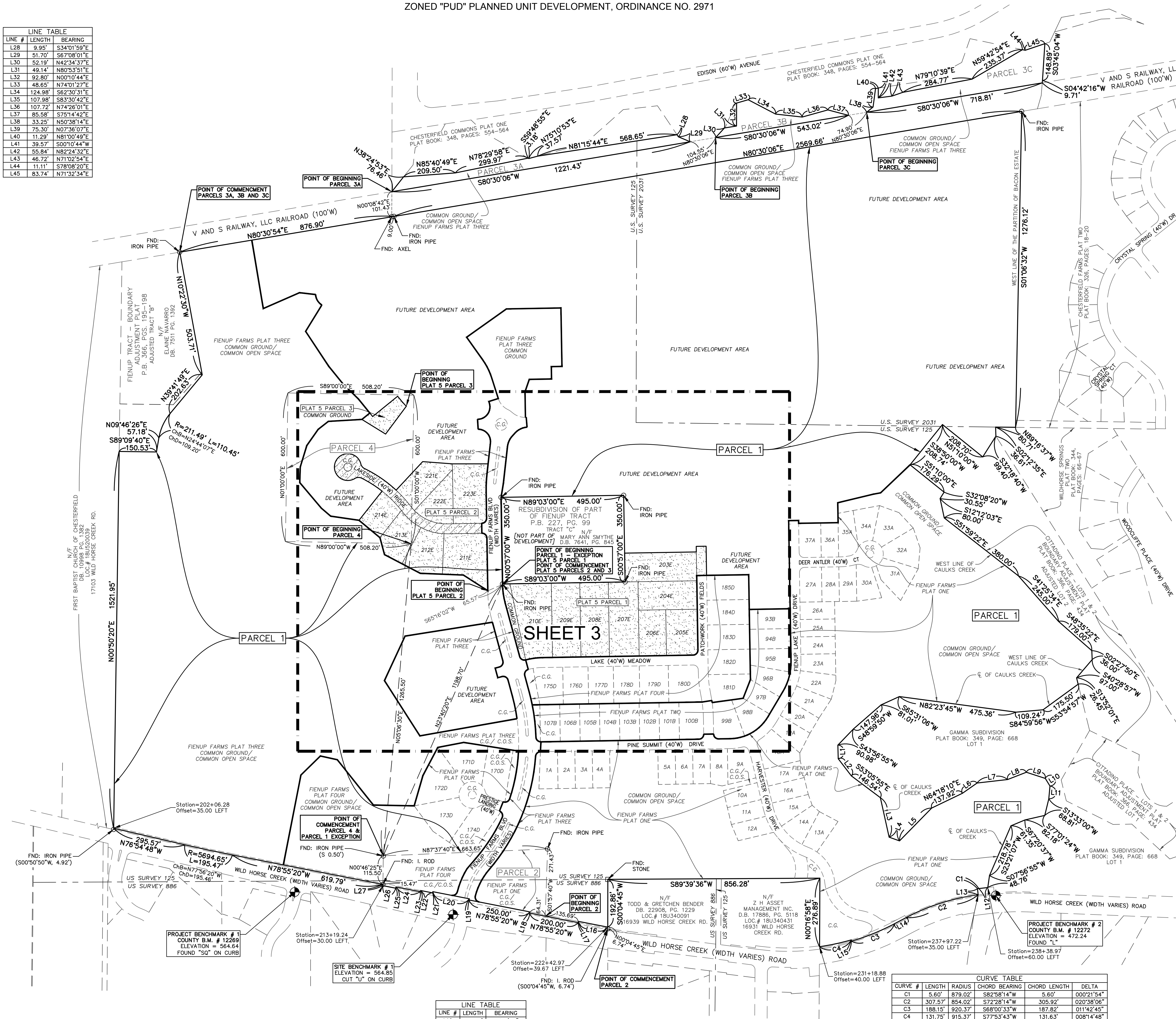
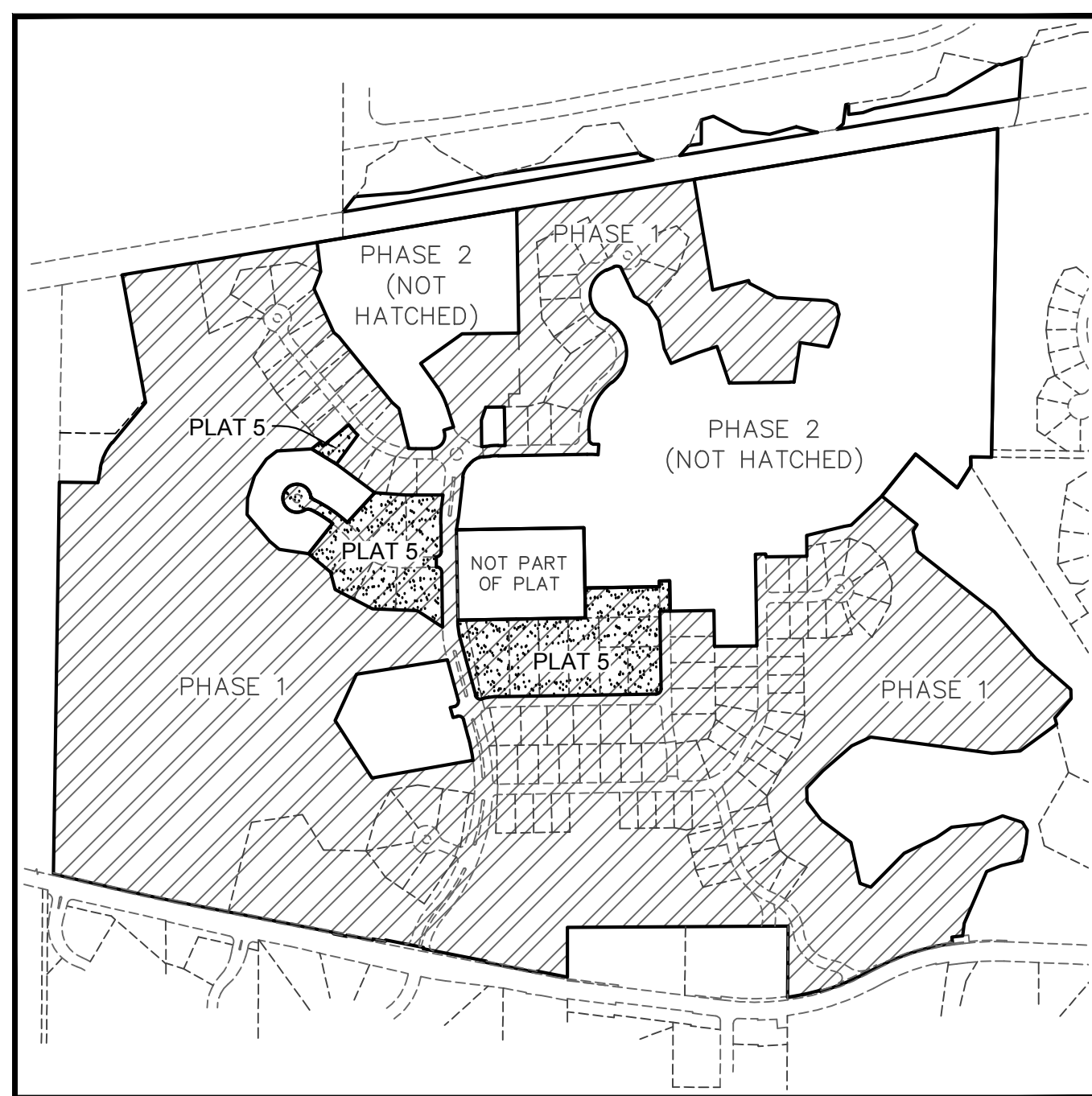
STATE PLANE COORDINATES		
	NORTHING	EASTING
A	313485.489	241136.043
B	313487.485	241286.893
C	313522.988	241286.426
D	313524.149	241374.629
E	313530.973	241374.539
F	313531.133	241386.729
G	313495.238	241387.201
H	313495.078	241375.011
I	313403.317	241376.220
J	313397.142	241370.205
K	313394.693	241184.236
L	313391.946	241164.210
M	313396.271	241156.756
N	313462.579	241139.116
O	313484.880	241136.051
P	313477.200	241117.864
Q	313496.647	241087.965
R	313498.976	241034.828
S	313522.159	240990.886
T	313542.961	240985.443
U	313564.472	240959.715
V	313600.272	240988.146
W	313616.129	240963.442
X	313615.838	240954.629
Y	313633.961	240962.192
Z	313627.962	240967.034
AA	313601.398	241005.488
AB	313636.451	241038.309
AC	313633.542	241074.856
AD	313633.392	241118.781
AE	313621.954	241117.459
AF	313598.554	241116.266
AG	313566.446	241116.689
AH	313560.271	241110.674
AI	313548.081	241110.835
AJ	313542.066	241117.010
AK	313704.700	241018.425
AL	313670.565	240992.824
AM	313688.608	240963.702
AN	313696.463	240973.462
AO	313692.151	240976.932
AP	313716.995	241007.797
AQ	313712.543	241011.380

LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°53'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N50°38'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



DEVELOPMENT PHASE DETAIL

SCALE: 1 in = 600 ft



LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	9.60'	879.02'	S82°58'14"W	5.60'	00°21'54"
C2	307.57'	854.02'	S72°28'14"W	305.92'	02°03'08"
C3	188.15'	920.37'	S68°00'33"W	187.82'	01°14'45"
C4	131.75'	915.37'	S77°53'43"W	131.63'	00°14'48"

LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°26'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'31"E
L8	81.25'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S62°09'11"W
L15	5.22'	N00°30'40"E

LEGEND:

- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" I.R.O.D. W/ ALUMINUM CAP)
- = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP) OR CUT CROSS
- = FOUND PERMANENT MONUMENT
- = FOUND SEMI-PERMANENT MONUMENT
- FND. = FOUND
- P.W.M.T. = PAVEMENT
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- H.O.A. = HOMEOWNERS' ASSOCIATION
- S.F. = SQUARE FEET
- 523 = ADDRESS
- + = FOUND CROSS
- ⊕ = FOUND ANCHOR
- ⊙ = BENCHMARK
- C.G. = COMMON GROUND
- C.O. = COMMON OPEN SPACE
- ESMT. = EASEMENT
- BLDG. = BUILDING
- TEMP. = TEMPORARY

HATCHING LEGEND:

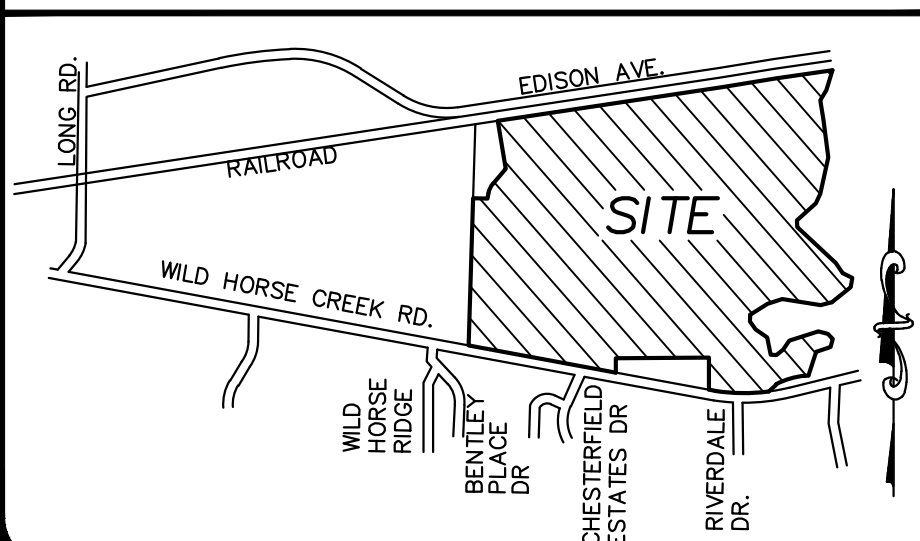
- PUBLIC RIGHT-OF-WAY = [Hatched Pattern]
- PLAT 5 LIMITS = [Hatched Pattern]
- PHASE 1 LIMITS = [Hatched Pattern]

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# - 18MSD-00096
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT FIVE

LOCATION MAP

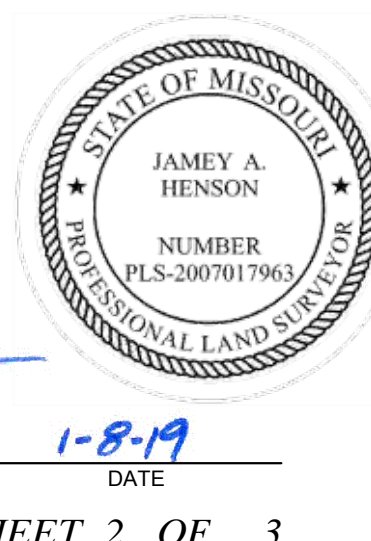


SURVEYOR'S CERTIFICATE:

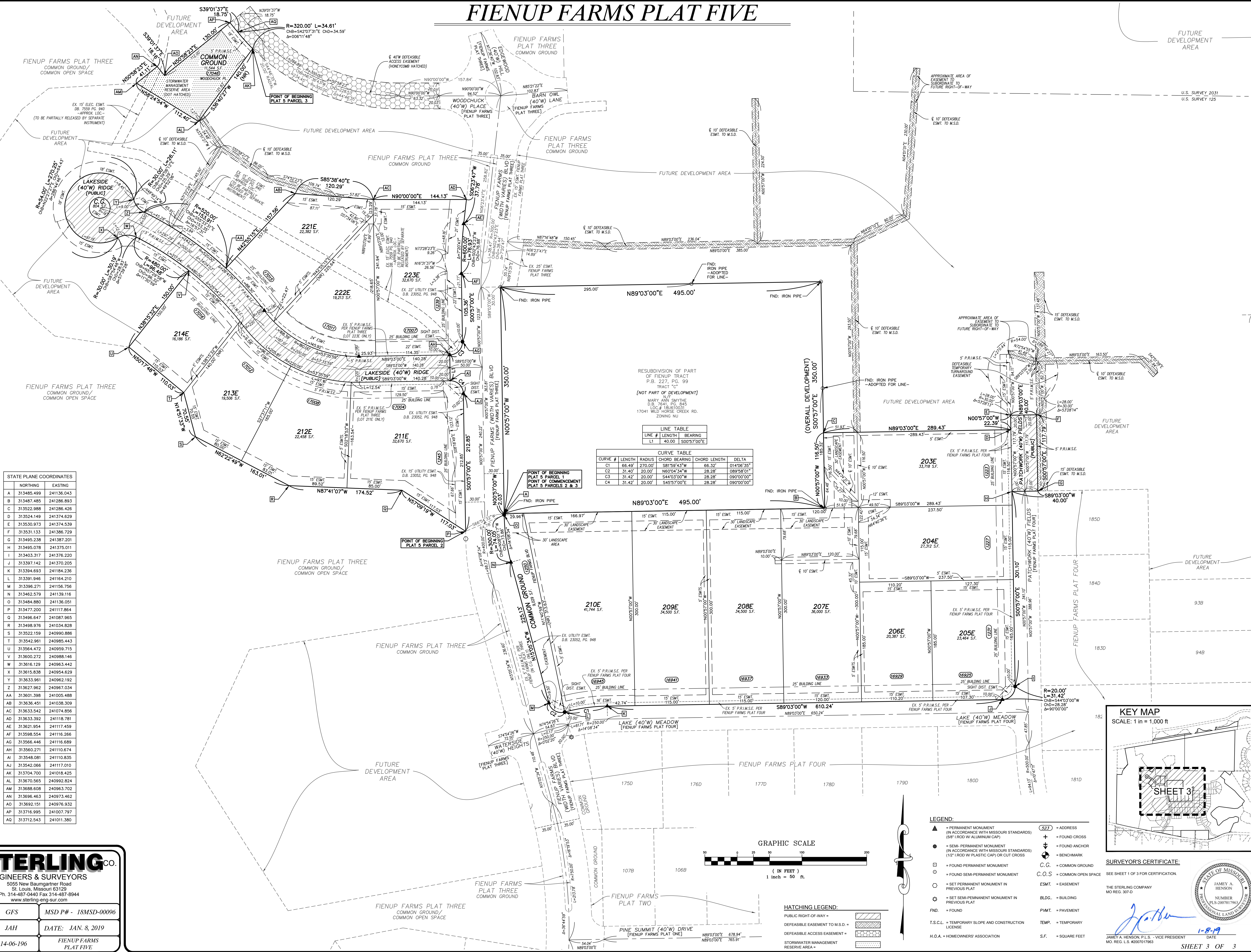
SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE SURVEYING COMPANY
MO. REG. 307-D

[Signature]
JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #2007017963



FIENUP FARMS PLAT FIVE



NORTHING	EASTING
A	313485.499 241136.043
B	313487.485 241286.893
C	313522.988 241286.426
D	313524.149 241374.629
E	313530.973 241374.539
F	313531.133 241386.729
G	313495.238 241387.201
H	313495.078 241375.011
I	313403.317 241376.220
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P	313477.200 241117.864
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R	313498.976 241034.828
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AD	313633.392 241118.781
AE	313621.954 241117.459
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AG	313566.446 241116.689
AH	313560.271 241110.674
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AL	313670.565 240992.824
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AN	313696.463 240973.462
AO	313692.151 240976.932
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AQ	313712.543 241011.380

THE

STERLING

CO.

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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.: 14-06-196

MSD P# - 18MSD-00096

DATE: JAN. 8, 2019

FIENUP FARMS PLAT FIVE

LEGEND:

▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" 1 ROD W/ ALUMINUM CAP)

● = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" 1 ROD W/ PLASTIC CAP) OR CUT CROSS

□ = FOUND PERMANENT MONUMENT

○ = FOUND SEMI-PERMANENT MONUMENT

○ = SET PERMANENT MONUMENT IN PREVIOUS PLAT

☆ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT

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ESMT. = EASEMENT

BLDG. = BUILDING

P.W.T. = PAVEMENT

TEMP. = TEMPORARY

S.F. = SQUARE FEET

GRAPHIC SCALE

0 50 100 150 200

(IN FEET)

1 inch = 50 ft.

HATCHING LEGEND:

PUBLIC RIGHT-OF-WAY =

DEFESABLE EASEMENT TO M.S.D. =

DEFESABLE ACCESS EASEMENT =

STORMWATER MANAGEMENT RESERVE AREA =

KEY MAP

SCALE: 1 in = 1,000 ft

SHEET 3

1-8-19

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY

MO. REG. 307-D

JAMEY A. HENSON

PLS-307017963

1-8-19

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT

MO. REG. L.S. #2007017963

SHEET 3 OF 3



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 2/6/19

Standby L/C No.: SLC00005436

Currency/Amount:	USD 477,165.22
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005436

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$477,165.22 (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 Fienup Farms Plat 5 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005436

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2024.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005436.

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 5)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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
Four hundred seventy-seven thousand one hundred sixty-five
_____ DOLLARS
(\$^{477,165.22}_____), 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 Four hundred seventy-seven thousand one hundred sixty-five, DOLLARS (\$ ^{477,165.22}) 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 Fienup Farms (Plat 5) 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

RECEIVED

FEB - 7 2019

City of Chesterfield
Department of Public Services

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

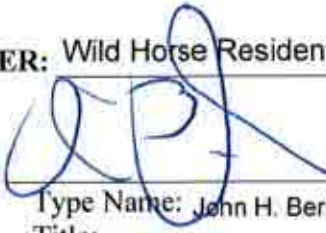
seals the ____ day of _____, 20 ____.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

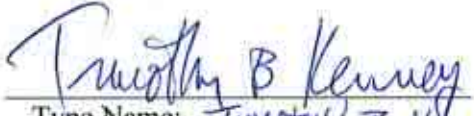

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer Tungen
Title: AVP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B. KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: Fienup Farms
 PLAT: 5
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$130,985.80	\$0.00 \$0.00	0	\$130,985.80	100
SIDEWALKS			\$2,840.53	\$0.00 \$0.00	0	\$2,840.53	100
SANITARY SEWER AND PUMP STATIONS			\$38,138.76	\$0.00 \$0.00	0	\$38,138.76	100
STORM SEWER			\$66,128.04	\$0.00 \$0.00	0	\$66,128.04	100
GRADING			\$84,168.70	\$0.00 \$0.00	0	\$84,168.70	100
DETENTION & WQ			\$46,149.84	\$0.00 \$0.00	0	\$46,149.84	100
EROSION CONTROL			\$7,502.00	\$0.00 \$0.00	0	\$7,502.00	100
SILTATION CONTROL			\$5,335.00	\$0.00 \$0.00	0	\$5,335.00	100
COMMON GROUND SEED AND ISLAND SODDING			\$4,644.05	\$0.00 \$0.00	0	\$4,644.05	100
MONUMENTATION			\$6,369.00	\$0.00 \$0.00	0	\$6,369.00	100
STREET LIGHTS			\$2,541.00	\$0.00 \$0.00	0	\$2,541.00	100
WATER MAINS			\$82,362.50	\$0.00 \$0.00	0	\$82,362.50	100
TOTALS			\$477,165.22	\$0.00	0	\$477,165.22	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 2/6/19

Standby L/C No.: SLC00005437

Currency/Amount:	USD 47,716.52
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005437

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$47,716.52 (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 Fienup Farms Plat 5 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005437

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2025.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005437

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 5)
_____ in accordance with
Ordinance No. 2971, 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-seven thousand seven hundred sixteen DOLLARS
(\$ 47,716.52), 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 Forty-seven thousand seven hundred sixteen

DOLLARS (\$ 47,716.52), 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 Fienup Farms (Plat 5) _____ 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

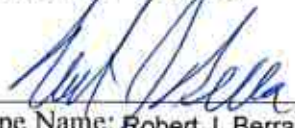


for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

seals the ____ day of _____, 20____ A.D.

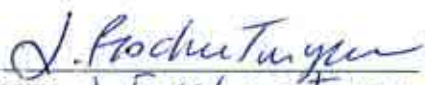
ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

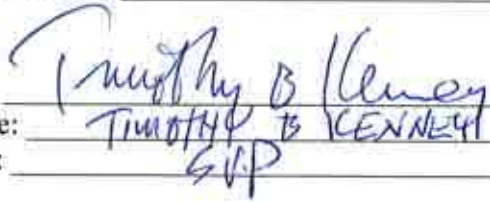
DEVELOPER: Wild Horse Residential, LLC

BY: 
Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Targen
Title: AVP

CREDIT HOLDER: Commerce Bank

BY: 
Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 1st day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 H/E (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: Fienup Farms

PLAT: 5

SUB CODE: 330

DEVELOPER: Wild Horse Residential 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	\$13,098.58			\$13,098.58
SIDEWALKS	\$284.05			\$284.05
SAN. SEWER	\$3,813.88			\$3,813.88
STORM SEWER	\$6,612.80			\$6,612.80
GRADING	\$8,416.87			\$8,416.87
DETENTION	\$4,614.98			\$4,614.98
EROSION CONTROL	\$750.20			\$750.20
SILTATION CONTROL	\$533.50			\$533.50
COMMON GR. SEED	\$464.40			\$464.40
MONUMENTATION	\$636.90			\$636.90
STREET LIGHTS	\$254.10			\$254.10
WATER MAINS	\$8,236.25			\$8,236.25
TOTALS	\$47,716.52		\$0.00	\$47,716.52

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: March 04, 2019

RE: **Fienup Farms (Record Plat 6):** Record Plat 6 of the 6 Record Plats that create Phase 1 of the 223 acre development known as Fienup Farms located north of Wild Horse Creek Road and east of Long Road.

Summary

Wild Horse Residential, LLC has submitted a request for six Record Plats over the 223 acres zoned "PUD" Planned Unit Development located on the north side of Wild Horse Creek Road approximately 3,250 feet east of its intersection with Kehrs Mill Road and 4,400 feet west of its intersection with Baxter Road. The six Record Plats would establish 111 of the 223 total lots within the Fienup Farms development. This request is for the sixth (Record Plat 6) of the 6 Record Plats that create Phase 1 of the 223 acre development.

Figure 1 on the following page is an image that outlines all 6 plats included in Phase 1 along with the associated improvements for each plat. Table 1 below Figure 1 identifies each plat, provides the number of lots contained in each plat, followed by a brief description of that plat.

On January 14, 2019, the Planning Commission recommended approval of Record Plat 6 within the Subdivision of Fienup Farms with a vote of 8-0.

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

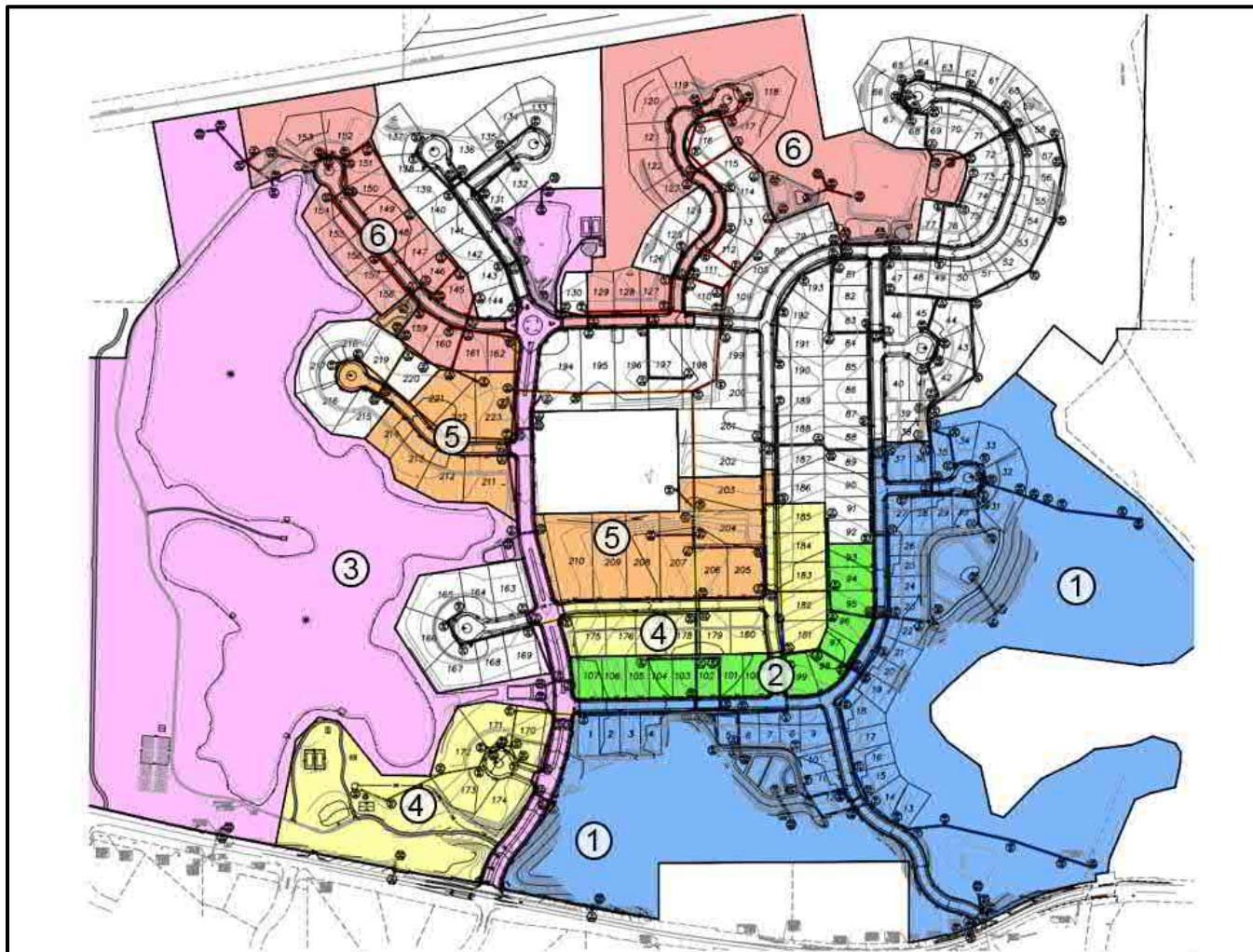


Figure 1: Plats and Associated Improvements

Record Plat	Lots	Description
Plat 1	37	Southeastern lots including east entrance
Plat 2	15	Directly north of Plat 1 with lots ranging from 15,300 - 18,634 SF
Plat 3	0	Includes Fienup Farms BLVD/west entrance, the entire lake, and western and northern amenities
Plat 4	16	Southwestern and southcentral lots including some amenities close to the west entrance
Plat 5	15	Primarily in the center of the site with the largest lots of phase 1 from 16,186 - 41,744 SF
Plat 6	28	Northern edge of phase 1 including amenities in the northeast

Table 1: Plat Description

BILL NO. 3239

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 6, A 23.03 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 23.03 acre tract of land into twenty-eight (28) 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 Fienup Farms 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

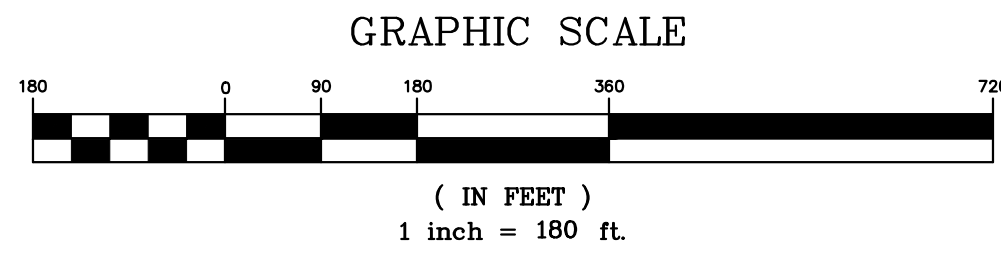
Vickie Hass, CITY CLERK

FIRST READING HELD: 03/04/2019

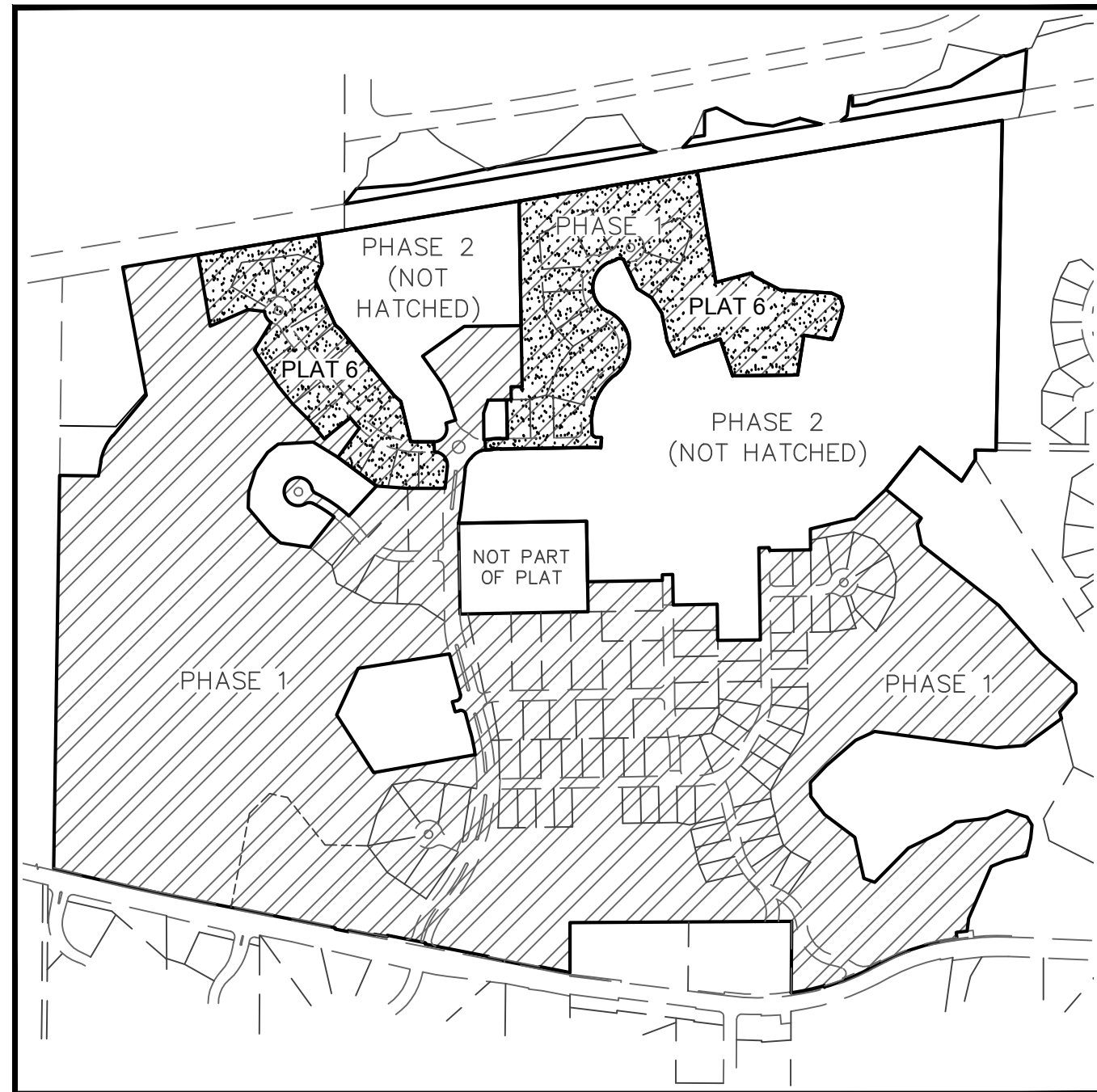
FIENUP FARMS PLAT SIX

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, TOGETHER WITH PART OF A TRACT OF LAND LOCATED U.S. SURVEY 125,
ALL LOCATED IN U.S. SURVEYS 125 AND 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°53'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N50°38'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



DEVELOPMENT PHASE DETAIL
SCALE: 1 in = 600 ft

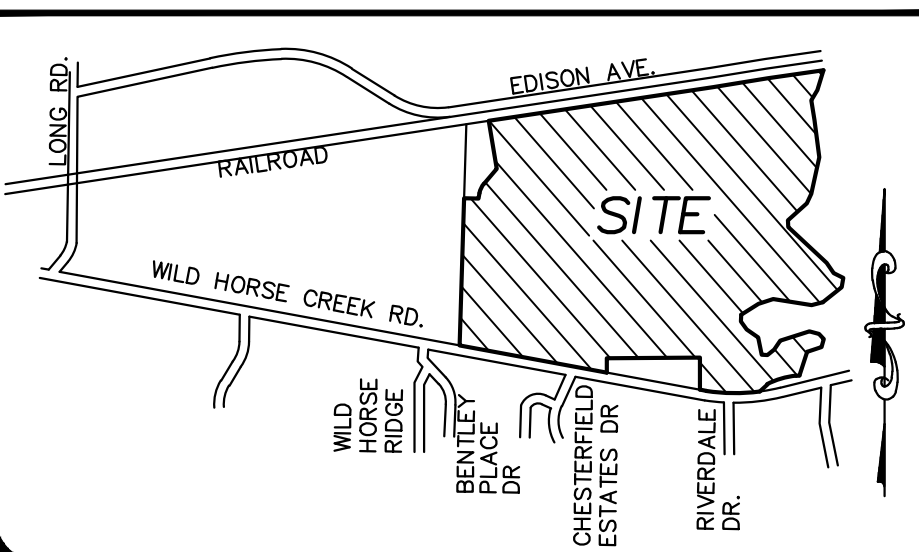


THE **STERLING** CO.
ENGINEERS & SURVEYORS

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# - 18MSD-00097
CHECKED BY:	JAH	DATE: JAN. 8, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT SIX

LOCATION MAP



LEGEND:

- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" I.R.O.D. W/ ALUMINUM CAP)
- = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP) OR CUT CROSS
- = FOUND PERMANENT MONUMENT
- = FOUND SEMI-PERMANENT MONUMENT
- FND. = FOUND
- P.W.M.T. = PAVEMENT
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- H.O.A. = HOMEOWNERS' ASSOCIATION
- 523 = ADDRESS
- + = FOUND CROSS
- ⊕ = FOUND ANCHOR
- ⊙ = BENCHMARK
- C.G. = COMMON GROUND
- C.O. = COMMON OPEN SPACE
- ESMT. = EASEMENT
- BLDG. = BUILDING
- TEMP. = TEMPORARY
- S.F. = SQUARE FEET

LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

HATCHING LEGEND:

PUBLIC RIGHT-OF-WAY	[Hatching Pattern]
PLAT 6 LIMITS	[Hatching Pattern]
PHASE 1 LIMITS	[Hatching Pattern]

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	5.60'	879.02'	S82°58'14"W	5.60'	00°02'15.4"
C2	307.57'	854.02'	S72°28'14"W	305.92'	02°03'08.0"
C3	188.15'	920.37'	S68°00'33"W	187.82'	01°14'42.4"
C4	131.75'	915.37'	S77°53'43"W	131.63'	00°04'48.8"

NOTE: SEE SHEET 3 FOR
CORRESPONDING STATE PLANE
COORDINATES AND ASSOCIATED
REFERENCED LABELS.

STATE PLANE COORDINATES	NORTHING	EASTING
A	313909.768	240828.985
B	313933.010	240971.078
C	313898.195	240975.185
D	313878.209	240967.159
E	313826.153	240990.356
F	313820.999	240996.461
G	313743.426	241058.901
H	313736.208	241067.023
I	313688.816	241078.535
J	313688.360	241087.062
K	313688.295	241106.014
L	313676.102	241106.668
M	313659.114	241121.754
N	313633.392	241118.781
O	313633.542	241074.856
P	313636.451	241038.309
Q	313670.565	240992.824
R	313704.700	241018.425
S	313712.543	241011.380
T	313716.995	241007.797
U	313692.151	240976.932
V	313713.566	240959.695
W	313733.070	240940.083
X	313754.486	240922.846
Y	313797.296	240894.802
Z	313829.649	240914.917
AA	313842.561	240907.183
AB	313844.917	240887.513
AC	313825.551	240842.760
AD	313968.661	241188.769
AE	314006.116	241417.429
AF	313875.046	241438.899
AG	313886.044	241481.502
AH	313882.787	241482.343
AI	313865.884	241514.656
AJ	313862.034	241574.862
AK	313857.081	241585.254
AL	313845.737	241588.393
AM	313832.289	241585.263
AN	313812.213	241577.813
AO	313807.009	241575.363

STATE PLANE COORDINATES	NORTHING	EASTING
AP	313812.434	241542.216
AQ	313765.654	241534.591
AR	313765.662	241529.899
AS	313764.766	241461.377
AT	313764.664	241458.246
AU	313808.326	241443.649
AV	313800.596	241420.526
AW	313788.386	241389.480
AX	313805.531	241381.385
AY	313838.799	241375.035
AZ	313857.247	241363.242
BA	313867.908	241346.176
BB	313902.103	241330.060
BC	313902.590	241321.848
BD	313898.855	241313.192
BE	313840.702	241311.858
BF	313765.924	241319.428
BG	313709.410	241292.036
BH	313699.009	241292.173
BI	313692.999	241298.026
BJ	313692.695	241303.393
BK	313680.537	241302.497
BL	313680.920	241289.825
BM	313679.535	241184.686
BN	313679.107	241175.266
BO	313678.454	241166.868
BP	313690.608	241165.922
BQ	313691.261	241174.321
BR	313691.725	241184.526
BS	313691.829	241192.415
BT	313737.541	241191.813
BV	313752.850	241197.031
BW	313753.021	241210.063
BX	313742.933	241238.344
BY	313778.357	241253.893
BZ	313800.363	241270.344
CA	313827.002	241311.123
CB	313775.592	241312.002
CC	313731.290	241282.552

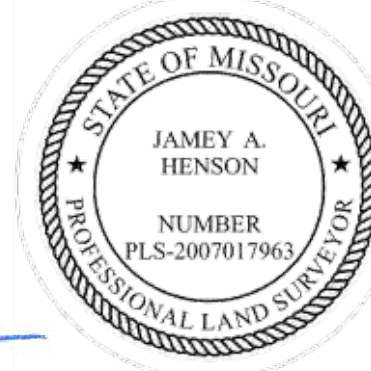
LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°26'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'31"E
L8	81.23'	N69°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S62°09'11"W
L15	5.22'	N00°30'40"E

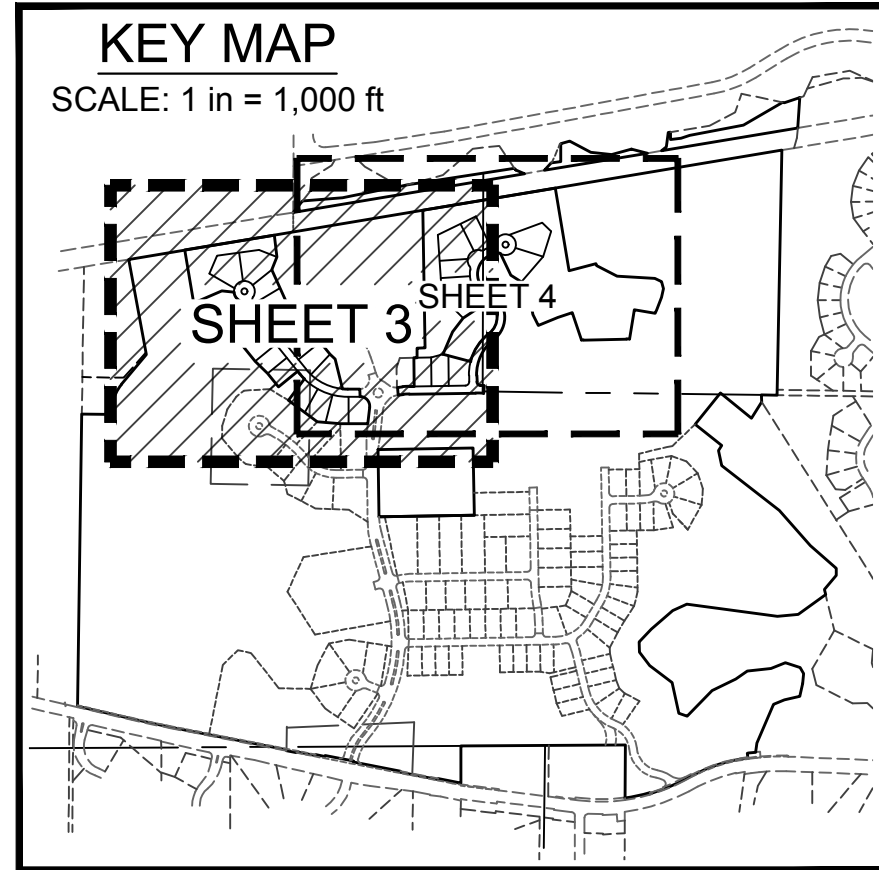
SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE SURVEYING COMPANY
MO. REG. 307-D

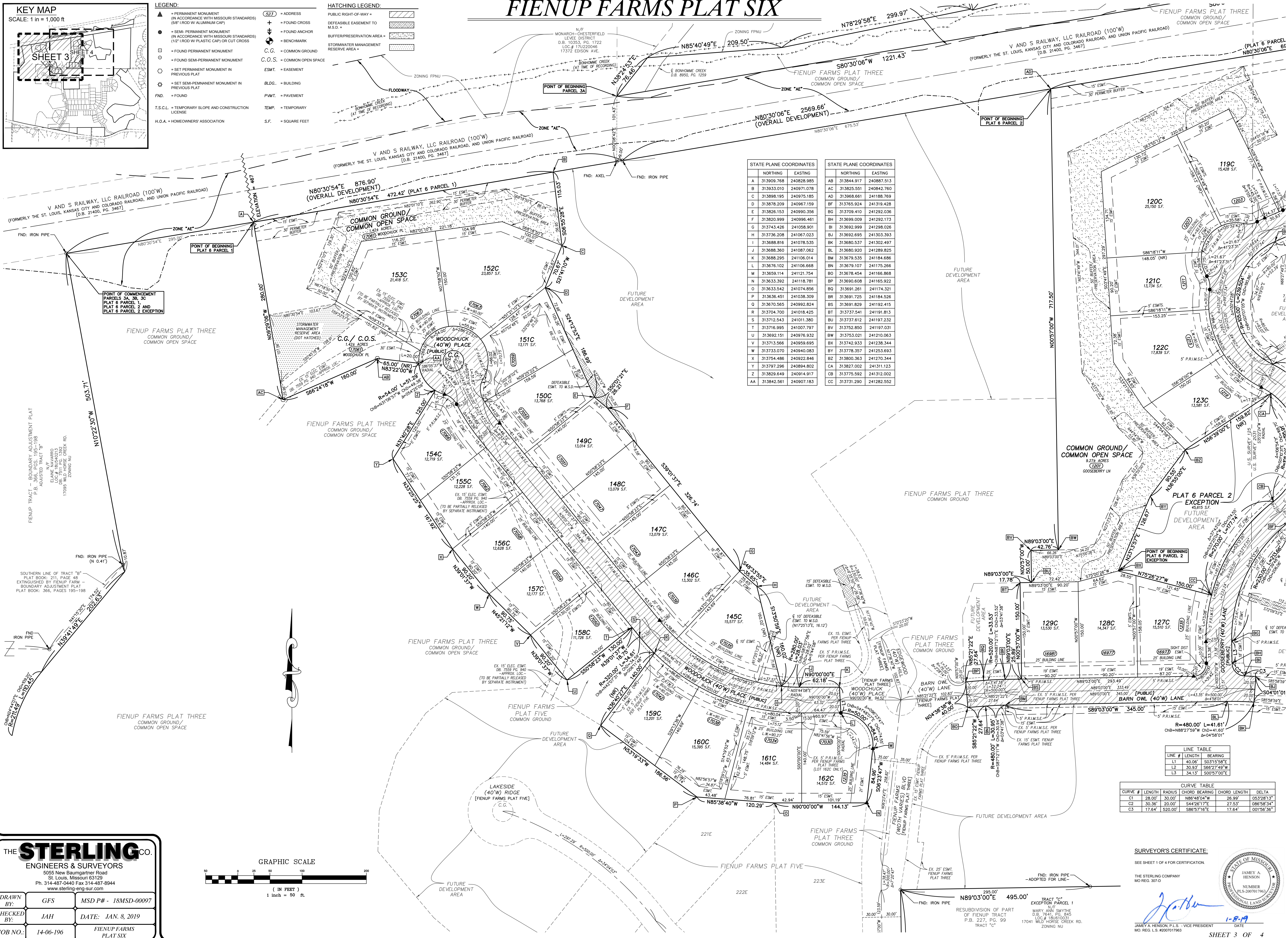
[Signature]
JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #200717963





- LEGEND:
- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" IRON W/ ALUMINUM CAP)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IRON W/ PLASTIC CAP) OR CUT CROSS
 - FOUND PERMANENT MONUMENT
 - FOUND SEMI-PERMANENT MONUMENT
 - SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - FOUND
 - T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS' ASSOCIATION
- HATCHING LEGEND:
- PUBLIC RIGHT-OF-WAY
 - DEFENSIBLE EASEMENT TO M.S.D.
 - BUFFER/PRESERVATION AREA
 - STORMWATER MANAGEMENT RESERVE AREA
- ADDRESS
- FOUND CROSS
 - FOUND ANCHOR
 - BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - P.V.M.T. = PAVEMENT
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET

FIENUP FARMS PLAT SIX



STATE PLANE COORDINATES			STATE PLANE COORDINATES		
	NORTHING	EASTING		NORTHING	EASTING
A	313909.768	240828.985	AB	313844.917	240887.513
B	313933.010	240971.078	AC	313825.551	240842.760
C	313988.195	240975.185	AD	313968.661	241188.769
D	313878.209	240967.159	BE	313765.924	241319.428
E	313826.153	240990.356	BF	313709.410	241292.036
F	313820.999	240996.461	BH	313699.009	241292.173
G	313743.426	241058.901	BI	313692.999	241298.026
H	313736.208	241067.023	BJ	313692.695	241303.393
I	313688.816	241078.535	BK	313680.537	241302.497
J	313688.360	241087.062	BL	313680.920	241289.825
K	313688.295	241106.014	BM	313679.535	241184.686
L	313676.102	241106.668	BN	313679.107	241175.266
M	313659.114	241121.754	BO	313678.454	241166.868
N	313633.392	241118.781	BP	313690.608	241165.922
O	313633.542	241074.856	BQ	313691.261	241174.321
P	313636.451	241038.309	BR	313691.725	241184.526
Q	313670.565	240992.824	BS	313691.829	241192.415
R	313704.700	241018.425	BT	313737.541	241191.813
S	313712.543	241011.380	BU	313737.612	241197.232
T	313716.995	241007.793	BV	313752.850	241197.031
U	313692.151	240976.932	BW	313753.021	241210.063
V	313713.566	240959.695	BX	313742.933	241238.344
W	313733.070	240940.083	BY	313778.357	241253.693
X	313754.486	240922.846	BZ	313800.363	241270.344
Y	313797.296	240894.802	CA	313827.002	241311.123
Z	313829.649	240914.917	CB	313775.592	241312.002
AA	313842.561	240907.183	CC	313731.290	241282.552

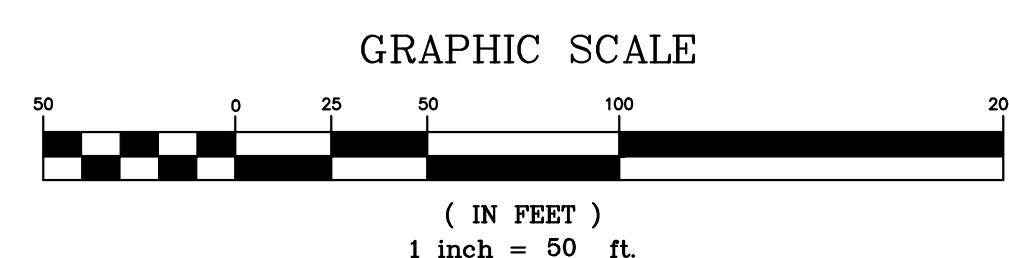
CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	28.00'	30.00'	N88°48'04"W	26.99'
C2	30.36'	20.00'	S44°26'17"E	27.53'
C3	17.64'	520.00'	S86°57'16"E	17.64'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	40.06'	S03°15'58"E
L2	30.93'	S86°27'49"W
L3	34.13'	S00°57'00"E

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

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

MSD P# - 18MSD-00097
DATE: JAN. 8, 2019
FIENUP FARMS PLAT SIX



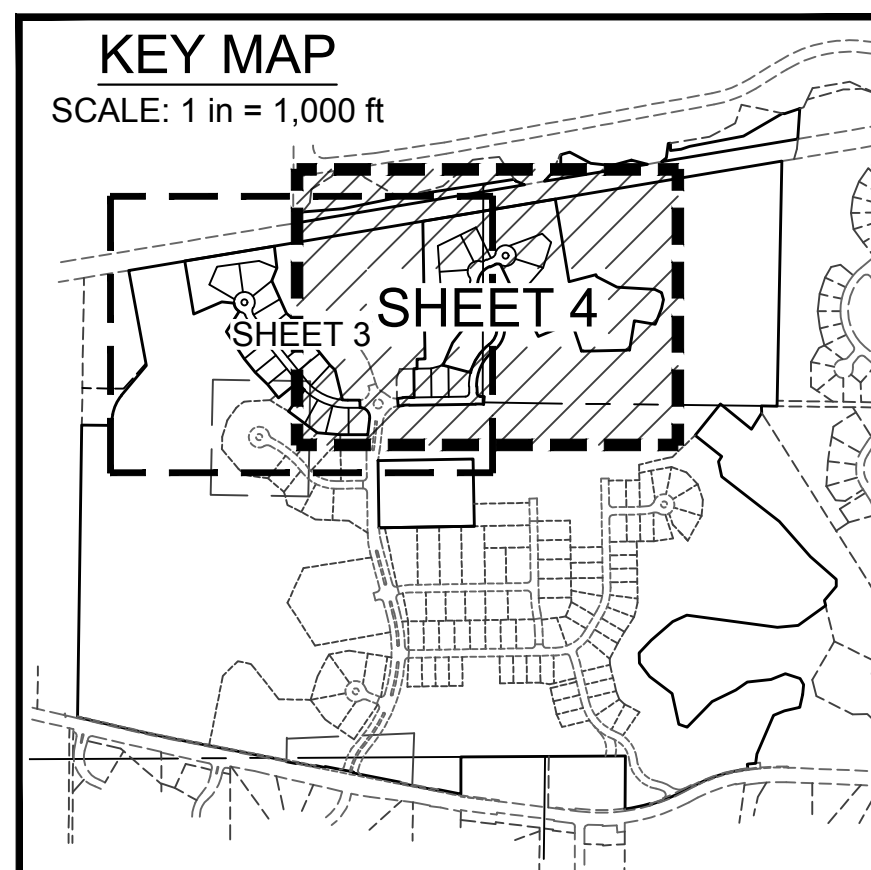
SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 4 FOR CERTIFICATION.
THE STERLING COMPANY
MO. REG. 307-D

JAMEY A. HENSON
NUMBER PLS-3807017963
DATE 1-8-19

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

STATE OF MISSOURI
JAMEY A. HENSON
NUMBER PLS-3807017963
DATE 1-8-19

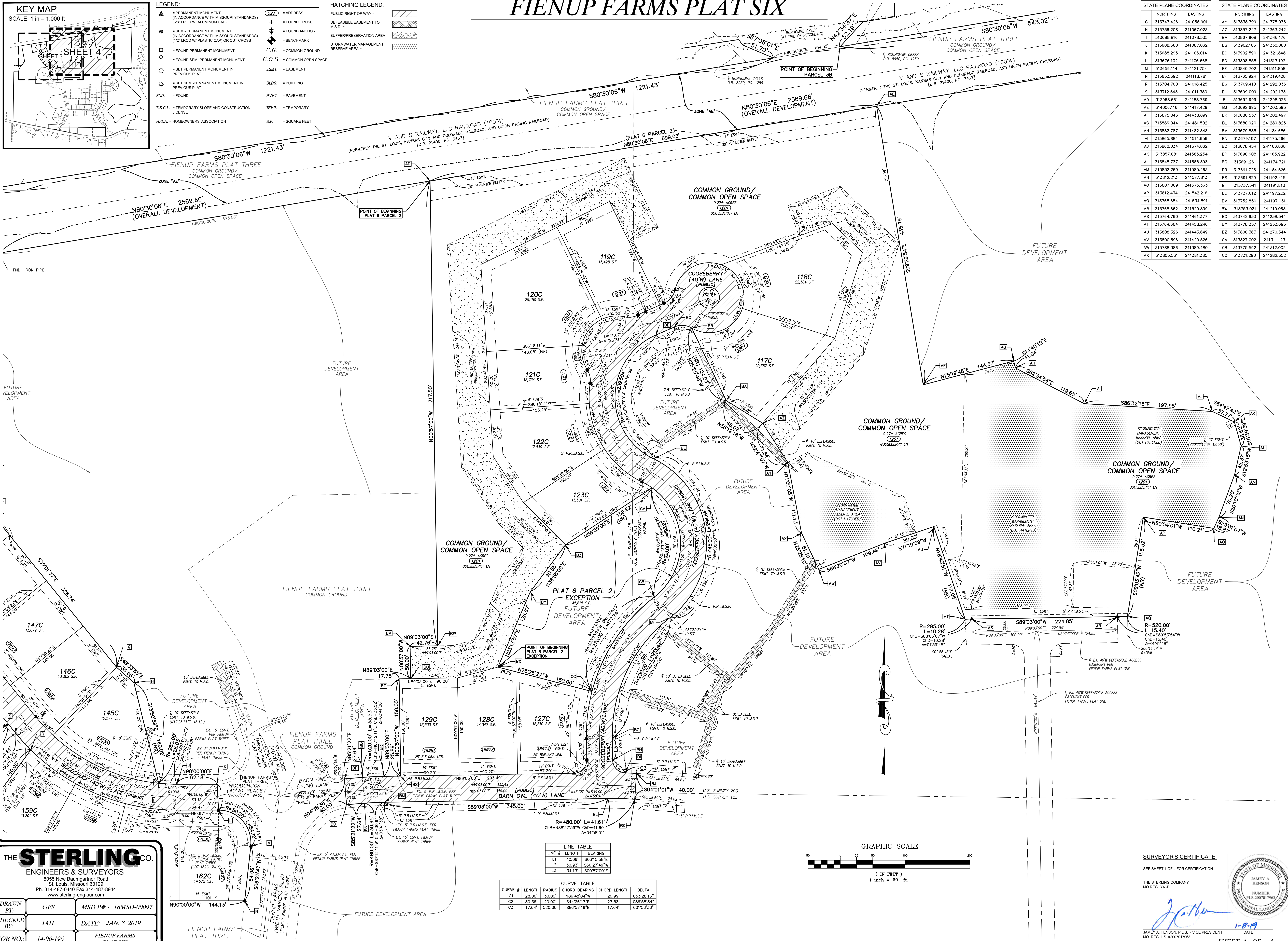
FIENUP FARMS PLAT SIX



LEGEND:		HATCHING LEGEND:	
	= PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" IRON W/ ALUMINUM CAP)		= ADDRESS
	= SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IRON W/ PLASTIC CAP) OR CUT CROSS		= FOUND CROSS
	= FOUND PERMANENT MONUMENT		= FOUND ANCHOR
	= FOUND SEMI-PERMANENT MONUMENT		= BENCHMARK
	= SET PERMANENT MONUMENT IN PREVIOUS PLAT		= COMMON GROUND
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= COMMON OPEN SPACE
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= EASEMENT
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= BUILDG. = BUILDING
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= PAVT. = PAVEMENT
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY
	= SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT		= TEMP. = TEMPORARY

HATCHING LEGEND:

PUBLIC RIGHT-OF-WAY =	
DEFEASIBLE EASEMENT TO M.S.D. =	
BUFFER/PRESERVATION AREA =	
STORMWATER MANAGEMENT RESERVE ARFA =	



STATE PLANE COORDINATES			STATE PLANE COORDINATES		
	NORTHING	EASTING		NORTHING	EASTING
G	313743.426	241058.901	AY	31368.799	241375.035
H	313756.208	241067.023	AX	31857.247	241363.242
I	313688.816	241078.535	BA	31868.908	241346.176
J	313688.360	241082.062	BB	31902.103	241330.300
K	313688.295	241106.014	BC	31902.590	241321.848
L	313676.102	241106.668	BD	31888.855	241313.192
M	313559.114	241121.754	BE	31840.702	241311.858
N	313533.392	241118.781	BF	31759.424	241319.428
O	313704.700	241018.425	BG	31705.910	241292.036
S	313712.543	2411001.380	BH	31699.009	241292.173
AD	313983.661	241188.769	BI	31682.999	241288.026
AE	314008.116	241417.429	BJ	31692.695	241303.393
AF	313875.046	241438.899	BK	31680.537	241302.497
AG	313886.044	241481.502	BL	31680.920	241289.825
AH	313882.787	241482.343	BM	31679.535	241184.686
AI	313885.884	241516.656	BN	31679.107	241175.266
AJ	313862.034	241574.862	BO	31678.454	241166.888
AK	313857.081	241585.254	BP	31670.608	241165.922
AL	313845.737	241588.393	BR	316691.261	241174.321
AM	313832.269	241585.263	BQ	31691.725	241184.526
AN	313812.213	241577.813	BS	31689.829	241192.415
AO	313807.009	241575.363	BT	31373.541	241191.813
AP	313812.634	241542.216	BV	31373.612	241197.232
AQ	313854.254	241534.591	BW	313752.850	241197.031
AR	313765.662	241529.899	BX	313753.021	241210.063
AS	313764.760	241461.377	BY	313742.933	241238.344
AT	313764.664	241458.246	BZ	313778.357	241253.693
AV	313808.326	241443.649	CA	313800.363	241270.344
AW	313800.596	241420.526	CB	313827.002	241311.123
AX	313788.386	241389.480	CC	31375.290	241312.002
AY	313805.531	241381.385	CD	313731.592	241282.552

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:	<i>GFS</i>	<i>MSD P# - 18MSD-0006</i>
CHECKED BY:	<i>JAH</i>	<i>DATE: JAN. 8, 2019</i>
JOB NO.:	<i>14-06-196</i>	<i>FIENUP FARMS</i>

LINE TABLE			
LINE #	LENGTH	BEARING	
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L2	30.93'	S66°27'49"W	
L3	34.13'	S00°57'00"E	

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
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C2	30.36'	20.00'	S44°26'17"E	27.53'	086°58'34"
C3	17.64'	520.00'	S86°57'16"E	17.64'	001°56'36"

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

[Signature]

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

DATE _____

1-8-19

SHEET 1 OF 4

STATE OF MISSOURI
PROFESSIONAL LAND SURVEYOR



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



DATE: 2/6/19

Standby L/C No.: SLC00005438

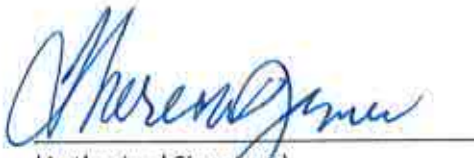
Currency/Amount:	USD 1,185,069.07
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005438

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$1,185,069.07 (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 Fienup Farms Plat 6 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005438

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2024.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005438.

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, 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
Fienup Farms (Plat 6)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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 million one hundred eighty-five thousand sixty-nine
_____ DOLLARS

(^{1,185,069.07}\$_____), 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

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 One million one hundred eighty-five thousand sixty-nine, DOLLARS (\$ 1,185,069.07) 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 Fienup Farms (Plat 6) 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

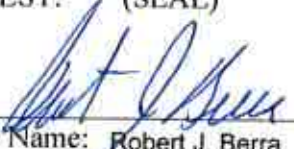


subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

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

seals the ____ day of _____, 20____.

ATTEST: (SEAL)

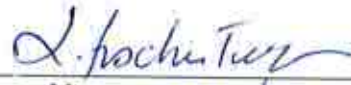

Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

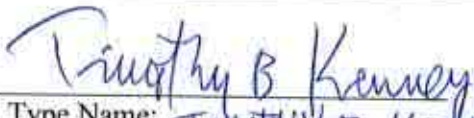

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer Turgon
Title: AUP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B KENNEY
Title: SVP
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 1st day of FEBRUARY, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: Fienup Farms
 PLAT: 6
 SUBDIVISION CODE: 330
 NO. LOTS: 28
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$335,904.80	\$0.00 \$0.00	0	\$335,904.80	100
SIDEWALKS			\$10,284.56	\$0.00 \$0.00	0	\$10,284.56	100
STREET SIGNS			\$247.50	\$0.00 \$0.00	0	\$247.50	100
STREET TREES			\$990.00	\$0.00 \$0.00	0	\$990.00	100
SANITARY SEWER AND PUMP STATIONS			\$61,663.14	\$0.00 \$0.00	0	\$61,663.14	100
STORM SEWER			\$190,723.50	\$0.00 \$0.00	0	\$190,723.50	100
GRADING			\$139,392.00	\$0.00 \$0.00	0	\$139,392.00	100
DETENTION & WQ			\$84,132.18	\$0.00 \$0.00	0	\$84,132.18	100
EROSION CONTROL			\$12,821.60	\$0.00 \$0.00	0	\$12,821.60	100
SILTATION CONTROL			\$7,594.40	\$0.00 \$0.00	0	\$7,594.40	100
COMMON GROUND SEED AND ISLAND SODDING			\$11,395.47	\$0.00 \$0.00	0	\$11,395.47	100
MONUMENTATION			\$7,551.50	\$0.00 \$0.00	0	\$7,551.50	100
RETAINING WALLS			\$37,387.90	\$0.00 \$0.00	0	\$37,387.90	100
STREET LIGHTS			\$7,623.00	\$0.00 \$0.00	0	\$7,623.00	100
WATER MAINS			\$235,372.50	\$0.00 \$0.00	0	\$235,372.50	100
FENCE			\$3,485.02	\$0.00 \$0.00	0	\$3,485.02	100
MISC. REQ. IMPROVMENTS			\$38,500.00	\$0.00 \$0.00	0	\$38,500.00	100
TOTALS			\$1,185,069.07	\$0.00	0	\$1,185,069.07	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Joseph Knight

DATE: 2/6/19

Standby L/C No.: SLC00005434

Currency/Amount:	USD 118,506.91
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

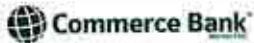
Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

Regards,


(Authorized Signature)


(Authorized Signature)



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-1718
FAX: (816) 234-1871

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Attn: Joseph Knight

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Currency/Amount:	USD 118,506.91
Applicant:	Wild Horse Residential, LLC
Issue Date:	2/6/19
Expiry Date:	2/20/21
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you. All parties to this Letter of Credit are advised that the U.S. Government has in place economic sanctions and embargo programs against certain countries, related entities and individuals that are administered and enforced by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Commerce Bank is prohibited from engaging in transactions in violation of such economic sanctions and embargo programs. Any letter of credit presentation that may violate United States regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prevent us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders are not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Regards,


(Authorized Signature)


(Authorized Signature)

COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: FEBRUARY 6, 2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005434

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$118,506.91 (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 Fienup Farms Plat 6 (subdivision/development name), 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.

Page...3

Wild Horse Residential, LLC

SLC00005434

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 other account subsequently designated by you, unless you authorize in writing a release of our 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 February 20, 2025.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005434.

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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank

Attention:

RE: Your Letter of Credit No. _____
In favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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 CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

Date: _____

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank

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: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank

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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank

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: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC _____, herein called DEVELOPER,
Commerce Bank _____, 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
Fienup Farms (Plat 6) _____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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 eighteen thousand five hundred six _____ DOLLARS
(\$ ^{118,506.91}_____), 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 eighteen thousand five hundred six

DOLLARS (\$ 118,506.91), 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 Fienup Farms (Plat 6) 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)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:



Type Name: John H. Berra, Jr.

Title:

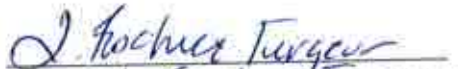
Pres. of JHB Properties, Inc; authorized person

Firm Address:

5091 New Baumgartner Road

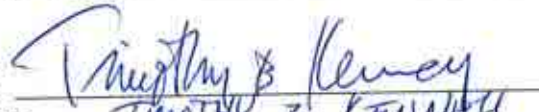
St. Louis, MO 63129

ATTEST: (SEAL)


Name: J. Fischer Turgan
Title: AVP

CREDIT HOLDER: Commerce Bank

BY:


Name: TIMOTHY B KENNEDY
Title: SVP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

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.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 16th day of FEBRUARY, 2019, before me appeared
TIMOTHY B. KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SENIOR VICE PRESIDENT (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires: 9/15/19



CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 1st day of February, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (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 1st day of February, 2019.


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: Fienup Farms

PLAT: 6

SUB CODE: 330

DEVELOPER: Wild Horse Residential 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	\$33,590.48			\$33,590.48
SIDEWALKS	\$1,028.46			\$1,028.46
STREET SIGNS	\$24.75			\$24.75
STREET TREES	\$99.00			\$99.00
SAN. SEWER	\$6,166.31			\$6,166.31
STORM SEWER	\$19,072.35			\$19,072.35
GRADING	\$13,939.20			\$13,939.20
DETENTION & WQ	\$8,413.22			\$8,413.22
EROSION CONTROL	\$1,282.16			\$1,282.16
SILTATION CONTROL	\$759.44			\$759.44
COMMON GR. SEED	\$1,139.55			\$1,139.55
MONUMENTATION	\$755.15			\$755.15
RETAINING WALL	\$3,738.79			\$3,738.79
STREET LIGHTS	\$762.30			\$762.30
WATER MAINS	\$23,537.25			\$23,537.25
FENCE	\$348.50			\$348.50
MISC. REQUIRED IMP.	\$3,850.00			\$3,850.00
TOTALS	\$118,506.91		\$0.00	\$118,506.91

BILL NO. 3240

ORDINANCE NO. _____

APPROVES THE INSTALLATION OF THIRTY-THREE (33) FIRE HYDRANTS AT FIENUP FARMS LOCATED WITHIN THE CITY OF CHESTERFIELD.

WHEREAS, at a duly called meeting of the Board of Directors of the Monarch Fire Protection District, the placement of certain fire hydrants was approved; and,

WHEREAS, it is necessary for the authorization of the placement of said fire hydrants by ordinance.

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

Section 1. The placement of the following fire hydrants at such exact locations as specified by the Insurance Services Office of Missouri and as approved by the Board of Directors of the Monarch Fire Protection District are hereby approved by the City of Chesterfield for installation:

Thirty-three (33) fire hydrants at the following locations:

1. On the northeast corner of the intersection of Wild Horse Creek Road and Fienup Farms Boulevard.
2. On the south side of Prestige Landing at a point approximately 130 feet from the centerline of Fienup Farms Boulevard.
3. On the northeast corner of the intersection of Fienup Farms Boulevard and Pine Summit Drive.
4. On the north side of Waterside Heights at the intersection of lots 163D and 164D.
5. On the northeast corner of the intersection of Fienup Farms Boulevard and Lake Meadow.
6. On the southwest corner of the intersection of Fienup Farms Boulevard and Lakeside Ridge.
7. On the south side of Lakeside Ridge at the intersection of lots 214E and 215E.
8. On the east side of Fienup Farms Boulevard at a point approximately 75 feet south of the centerline of Barn Owl Lane.
9. On the east side of Woodchuck Place at the intersection of lots 145C and 146C.
10. On the east side of Woodchuck Place at a point approximately 830 feet from the centerline of Fienup Farms Boulevard.
11. On the east side of Edgewood Hill at a point approximately 300 feet from the centerline of Barn Owl Lane.
12. On the east side of Edgewood Hill at a point approximately 625 feet from the centerline of Barn Owl Lane.
13. On the south side of Helens Woods Court at the intersection of lot 132C and Common Ground.
14. On the south side of Barn Owl Lane at the intersection of lots 196E and 197E.
15. On the north side of Lake Meadow at the intersection of lots 207E and 208E.
16. On the north side of Pine Summit Drive at the intersection of lots 102B and 103B.

17. On the east side of Gooseberry Lane at the intersection of lots 111C and 112C.
18. On the west side of Gooseberry Lane at the intersection of lots 122C and 123C.
19. On the north side of Gooseberry Lane at the intersection of lot 119C and Common Ground.
20. On the southwest corner of the intersection of Patchwork Fields and Lake Meadow.
21. On the west side of Patchwork Fields at the intersection of lots 203E and 204E.
22. On the west side of Patchwork Fields at the intersection of lots 200E and 201E.
23. On the west side of Patchwork Fields at the intersection of lots 108C and 109C.
24. On the north side of Patchwork Fields at the intersection of lots 75A and 76A.
25. On the west side of Patchwork Fields at the intersection of lots 72A and 73A.
26. On the south side of Patchwork Fields at the intersection of lots 69A and 70A.
27. On the southwest corner of the intersection of Patchwork Fields and Fienup Lake Drive.
28. On the south side of Wilbur Court at the intersection of lots 40A and 41A.
29. On the east side of Fienup Lake Drive at a point approximately 75 feet north of the centerline of Deer Antler Court.
30. On the north side of Deer Antler Court at a point approximately 250 feet from the centerline of Fienup Lake Drive.
31. On the west side of Fienup Lake Drive at the intersection of lots 94B and 95B.
32. On the north side of Pine Summit Drive at the intersection of lots 98B and 99B.
33. On the west side of Harvester Drive at a point approximately 650 feet from the centerline of Wild Horse Creek Road.

Section 2. The Missouri American Water Company is authorized to install said fire hydrants at the aforesaid locations.

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

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 03/04/2019

I, Cary Spiegel, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 20th day of April, 2018, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 33 public fire hydrant(s) in **Fienup Farms** (subdivision) as follows:

1. On the northeast corner of the intersection of Wild Horse Creek Road and Fienup Farms Boulevard.
2. On the south side of Prestige Landing at a point approximately 130 feet from the centerline of Fienup Farms Boulevard.
3. On the northeast corner of the intersection of Fienup Farms Boulevard and Pine Summit Drive.
4. On the north side of Waterside Heights at the intersection of lots 163D and 164D.
5. On the northeast corner of the intersection of Fienup Farms Boulevard and Lake Meadow.
6. On the southwest corner of the intersection of Fienup Farms Boulevard and Lakeside Ridge.
7. On the south side of Lakeside Ridge at the intersection of lots 214E and 215E.
8. On the east side of Fienup Farms Boulevard at a point approximately 75 feet south of the centerline of Barn Owl Lane.
9. On the east side of Woodchuck Place at the intersection of lots 145C and 146C.
10. On the east side of Woodchuck Place at a point approximately 830 feet from the centerline of Fienup Farms Boulevard.
11. On the east side of Edgewood Hill at a point approximately 300 feet from the centerline of Barn Owl Lane.

12. On the east side of Edgewood Hill at a point approximately 625 feet from the centerline of Barn Owl Lane.
13. On the south side of Helens Woods Court at the intersection of lot 132C and Common Ground.
14. On the south side of Barn Owl Lane at the intersection of lots 196E and 197E.
15. On the north side of Lake Meadow at the intersection of lots 207E and 208E.
16. On the north side of Pine Summit Drive at the intersection of lots 102B and 103B.
17. On the east side of Gooseberry Lane at the intersection of lots 111C and 112C.
18. On the west side of Gooseberry Lane at the intersection of lots 122C and 123C.
19. On the north side of Gooseberry Lane at the intersection of lot 119C and Common Ground.
20. On the southwest corner of the intersection of Patchwork Fields and Lake Meadow.
21. On the west side of Patchwork Fields at the intersection of lots 203E and 204E.
22. On the west side of Patchwork Fields at the intersection of lots 200E and 201E.
23. On the west side of Patchwork Fields at the intersection of lots 108C and 109C.
24. On the north side of Patchwork Fields at the intersection of lots 75A and 76A.
25. On the west side of Patchwork Fields at the intersection of lots 72A and 73A.
26. On the south side of Patchwork Fields at the intersection of lots 69A and 70A.
27. On the southwest corner of the intersection of Patchwork Fields and Fienup Lake Drive.
28. On the south side of Wilbur Court at the intersection of lots 40A and 41A.
29. On the east side of Fienup Lake Drive at a point approximately 75 feet north of the centerline of Deer Antler Court.
30. On the north side of Deer Antler Court at a point approximately 250 feet from the centerline of Fienup Lake Drive.
31. On the west side of Fienup Lake Drive at the intersection of lots 94B and 95B.

32. On the north side of Pine Summit Drive at the intersection of lots 98B and 99B.
33. On the west side of Harvester Drive at a point approximately 650 feet from the centerline of Wild Horse Creek Road.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for Fienup Farms (subdivision) to be 2,250 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 33 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 20th day of April, 2018.


FIRE CHIEF



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.