

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2314 TO ALLOW FOR AN AMENDMENT TO THE STRUCTURE SETBACK AND OPENSOURCE REQUIREMENT FOR A 0.92-ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED ON THE SOUTH SIDE OF CLAYTON ROAD, AT ITS INTERSECTION WITH BAXTER ROAD. (PETRO MART/14898 CLAYTON ROAD)

WHEREAS, the petitioner, Land West One LLC., has requested an ordinance amendment to allow for an amendment to the structure setback and an increase to the opensource requirement; and,

WHEREAS, the City Council upon review of said request, recommended approval.

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

Section 1. The City of Chesterfield Ordinance Number 2314 is hereby repealed and those conditions therein are incorporated into this Attachment A, which is attached hereto and made a part hereof for Petro Mart.

LEGAL DESCRIPTION

A tract of land being part of Adjusted Tract 1 of the Boundary Adjustment Plat of Tracts 1 and 2 of part of Lot 6 of Baxter Estate Partition, as recorded in Plat Book 248, page 36, of the St. Louis County Records, and also being in the Southeast ¼ of the Northwest ¼ of Section 26, Township 45 North, Range 4 East, of the Fifth Principal Meridian, in St. Louis County, Missouri, and more particularly described as follows:

Beginning at the Northeast corner of said Adjusted Tract 1, said corner is also the Northwest corner of Wildwood, Plat 2, a subdivision recorded in Plat Book 105, pages 8, 9 of the St. Louis County Records; thence along the East line of Adjusted Tract 1 and along the West line of said Wildwood, Plat 2, S 1° 03' 00" W, a distance of 73.20', by record and survey, to the Southeast corner of Adjusted Tract 1; thence along the South line of Adjusted Tract 1, S 74° 53' 27" W, a distance of 299.79', by survey, to the East line of Baxter Road, as widened by Plat Book 255, page 8, of the St. Louis County Records; thence along the East line of said Baxter Road, as widened, N. 28° 17' 00" W, a distance of 124.58', by record and survey, to a point of curve; thence continuing along the East line of said Baxter Road in a Northeasterly direction along a curve to the right having a radius of 40.00', an arc distance of 59.41', with a chord being, N 14° 16' 16" E, a distance of 54.10', by record and survey, to a point of reverse curve on the South line of Clayton Road, as widened, by Plat Book 255, page 8, of the St. Louis County Records; thence along the South line of said Clayton Road, as widened, in a Northeasterly direction along a curve to the

for additional landscaping to be added mainly to the north side of the building facing Clayton Road. The current governing ordinance requires a minimum openspace of 22%; the new Landscape Plan provides 24% openspace. In addition, Staff is requesting that planters be added to the front elevation of the convenience store.

In summary, the following amendments are necessary to the governing ordinance to accommodate the changes to the site:

1. Page 3, Section E.1 “Structure Setbacks”
 - a. ~~One (1) foot~~ **Zero (0) feet** from the eastern property line bearing S20°31’00”E.
2. Page 2, Section D.3.a. “OPENSOURCE”

A minimum of ~~twenty two percent (22%)~~ **twenty four percent (24%)** openspace is required for this development.

Prior to the Site Development Plan and Landscape Plan being signed by the Department for recording at St. Louis County, the following comments shall be addressed by the Petitioner:

1. The canopy has moved three (3) feet to the northwest. While it is still within the thirty (30) foot setback from the property line, it is now three (3) feet closer to the sidewalk. Depending on the height of the canopy, single unit trucks may not be able to travel around the canopy to the north and west between the canopy and the curb.
2. Planters for landscaping should be added to the front elevation of the convenience store and shown on the Amended Landscape Plan.
3. The Planting Schedule provided on the Amended Landscape Plan does not provide the correct number of plantings depicted and should be revised.
4. The square footage of the convenience store has been reduced from 2,473 square feet to approximately 2,433 square feet. Accordingly, eight (8) parking spaces are required for this development. The Petitioner has shown nine (9) on the site.
5. Note number 14 on the Amended Site Development Plan says that the total building area is 5,153 square feet. However, Site note number 3 indicates a total building area of 5,113 square feet. Also, the square footage of the canopy is not provided for on the plan.

left having a radius of 931.95', an arc distance of 128.32', with a chord bearing, N. 52° 52' 51" E, a distance of 128.22', to the East line of Adjusted Tract 1; thence along the East line of said Adjusted Tract 1, S 20° 31' 00" E, a distance of 143.04', by survey, to the corner of Adjusted Tract 1; thence along the North line of said Adjusted Tract 1, N 76° 02' 00" E, a distance of 189.70', by record and survey, to the Northeast corner of Adjusted Tract 1 and to the point of beginning, containing 0.92 acre, more or less, according to a Survey performed by T. L. Consultants in January, 2004.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendations to the City Council, which are set out in the Attachment "A", which is attached hereto and, made a part of.

Section 3. The City Council, pursuant to the petition filed by Land West One L.L.C., in P.Z. 40-2007, requesting the amendment embodied in this ordinance, and pursuant to the recommendations of the City of Chesterfield City Council that said petition be granted and after public hearing, held on the 20th day of August, 2007, 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 1003.410 of the Zoning Ordinance of the City of Chesterfield.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: _____

ATTACHMENT A

All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein

A. PERMITTED USES

1. The uses allowed in this "PC" Planned Commercial District shall be:
 - a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked or stored in the open on the premises for longer than twenty-four (24) hours.
 - b. Permitted signs.
 - c. Stores, shops, markets, service facilities, and automatic vending facilities in which goods or services of any kind are being offered for sale or hire to the general public on the premises.
 - d. Vehicle washing facilities for automobiles.

B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. FLOOR AREA
 - a. The gross floor area constructed for the convenience store building shall not exceed two thousand six hundred and ten (2,610) square feet. The gross floor area constructed for the car wash shall not exceed two thousand five hundred and thirty one (2,531) square feet.
2. HEIGHT
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed twenty (20) feet.
 - b. The maximum height for the car wash shall not exceed seventeen (17) feet.
 - c. The maximum height of the gasoline canopy shall not exceed eighteen (18) feet.

3. BUILDING REQUIREMENTS

- a. **OPENSOURCE:** A minimum of twenty four percent (24%) opensource is required for this development. Opensource is determined by a fraction: the numerator of which is all green area plus all non-paved surfaces, the denominator of which is the total area of the site minus the area of the pedestrian access ways as approved by the City of Chesterfield.
- b. **Floor Area Ratio:** The development shall have a maximum Floor Area Ratio (F.A.R.) of .190. F.A.R. is the gross floor area of all buildings on a lot divided by the total lot area. This square footage does not include any structured or surface parking. Planning Commission may request two calculations: one calculation for those areas above grade and another that includes building area below grade.

E. SETBACKS

1. STRUCTURE SETBACKS

No building or structure, other than: a freestanding project identification sign, boundary and retaining walls, light standards, flag poles or fences will be located within the following setbacks:

- a. Zero (0) feet from the eastern property line bearing S20°31'00"E.
- b. Thirty-eight (38) feet from the northern property line bearing N76°02'00"E.
- c. Seventy (70) feet from the eastern property line bearing S01°03'00"W.
- d. One (1) foot from the southern property line bearing S74°53'27"W.
- e. Structure setbacks from the western property line bearing N28°17'00"W shall be as follows:

(i.) for the gas station canopy-setback shall be thirty (30) feet.

(ii.) for the convenience store-setback shall be one hundred and seven (107) feet.

(iii.) for the car wash-setback shall be one hundred eighteen (118) feet.

f. Twenty four (24) feet from the right-of-way Clayton Road on the northern boundary of the "PC" Planned Commercial District.

2. PARKING AND LOADING SPACE SETBACKS

No parking stall, loading space, internal driveway, or roadway, except points of ingress and egress, will be located within the following setbacks:

a. Forty (40) feet from the right-of-way of Clayton Road.

b. Two (2) feet from the northern property line bearing N76°02'00"E.

c. Twenty five (25) feet from the eastern property line bearing S01°03'00"W.

d. Five (5) feet from the southern property line bearing S74°53'27"W.

F. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.

2. Construction Parking

a. No construction related parking shall be permitted within the State Route HH (Clayton Road) or Baxter Road rights-of-way.

G. LANDSCAPE AND TREE REQUIREMENTS

1. The developer shall submit a landscape plan, tree stand delineation; and tree preservation plan in accordance with the City of Chesterfield Code.

2. Provide a white vinyl fence, not to exceed six (6) feet in height, along the southern and eastern property lines in addition to the required landscaping.

3. If the estimated cost of new landscaping indicated on the Site Development Plan as required by the Planning Commission exceeds one thousand (\$1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year bond or escrow sufficient in amount to guarantee the installation of said landscaping.
4. Prior to release of the Landscape Installation Bond/Escrow, a two (2) year Landscape Maintenance Bond/Escrow will be required.
5. Landscape buffer requirement for this site shall be as follows:
 - a. Eight (8) feet from the southern boundary of the site.
 - b. Twenty (20) feet from the eastern property line bearing S01°03'00"W.
 - c. Four (4) feet from the northern property line bearing N76°02'00"E.
 - d. Two (2) feet from the right-of-way of Clayton Road.
 - e. The developer shall provide comments from the Missouri Department of Transportation and the City of Chesterfield Department of Public Works regarding plantings in the right-of-way.

H. SIGN REQUIREMENTS

1. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield Department of Public Works, and/or the St. Louis County Department of Highways and Traffic or Missouri Department of Transportation, for sight distance considerations prior to installation or construction.
2. No advertising signs, temporary signs, portable signs, off site signs, or attention getting devices shall be permitted in this development.
3. All permanent freestanding business and identification signs shall have landscaping, which may include, but not be limited to, shrubs, annuals, and other materials, adjacent to the sign base or structural supports. This sign and landscaping shall be as approved by the Planning Commission on the Site Development Plan.
4. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code.

I. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. The location and height of the light standards will be as approved by the Planning Commission.
3. Except for required street lighting, no source of illumination will be situated so that light is cast on any public right-of-way or adjoining property.

J. ARCHITECTURAL

1. The developer shall submit architectural elevations, including but not limited to, colored renderings and building materials. Architectural information is to be reviewed by the Architectural Review Board and the Planning Commission.
2. Building facades should be articulated by using color, arrangement or change in materials to emphasize the facade elements. The planes of the exterior walls may be varied in height, depth or direction. Extremely long facades shall be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering appearance.
3. Trash enclosures: The location and elevation of any trash enclosures will be as approved by the Planning Commission on the Site Development Plan. All exterior trash areas will be enclosed with a six (6) foot high sight-proof enclosure complimented by adequate landscaping approved by the Planning Commission on the Site Development Plan. The material will be as approved by the Planning Commission in conjunction with the Site Development Plan.
4. Mechanical equipment will be adequately screened by roofing or other material as approved by the Planning Commission.

K. ACCESS/ACCESS MANAGEMENT

1. Access to Baxter Road shall be limited to one entrance. The location and geometry of the access shall be as directed by the Department of Public Works and the St. Louis County Department of Highways and Traffic.
2. Access to State Route HH (Clayton Road) shall be limited to one entrance. The location and geometry of the access shall be as directed by the Department of Public Works and the Missouri Department of Transportation (MoDOT).

3. Provide cross access easement(s) or other appropriate legal instrument(s) guaranteeing permanent access to the adjacent properties to the east as directed.
4. Streets and drives related to this development shall be designed and located in conformance with the Chesterfield Driveway Access Location and Design Standards, as originally adopted by Ordinance No. 2103 and as may be amended from time to time.

L. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Provide any additional right-of-way and construct any improvements to State Route HH (Clayton Road) as required by MoDOT.
2. Provide any additional right-of-way and construct any improvements to Baxter Road as required by the St. Louis County Department of Highways and Traffic.
3. All roadway and related improvements shall be completed prior to occupancy for the development.
4. Provide a five (5) foot wide sidewalk, conforming to ADA standards, along the Baxter Road and the State Route HH (Clayton Road) frontage of the site. The sidewalk may be located within County and State right-of-way, if permitted by MoDOT and the St. Louis County Department of Highways and Traffic.

M. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield, St. Louis County Highways and Traffic and MoDOT. 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 as 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.

N. POWER OF REVIEW

1. The City Council shall review and provide final approval of the site development plan for the proposed development subsequent to Planning Commission review.

O. STORMWATER AND SANITARY SEWER

1. Any additional stormwater runoff generated shall be attenuated onsite.
2. This development shall conform to the St. Louis County Department of Highways and Traffic's requirements regarding car wash drainage within road rights-of-way.
3. 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. The adequacy and condition of the existing downstream systems shall be verified and upgraded if necessary.
4. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the Department of Public Works.
5. Detention/retention is to be provided in each watershed as required by the City of Chesterfield. Detention of storm water runoff is required by provided permanent detention/retention facilities, such as dry reservoirs, ponds, underground vaults or other alternatives acceptable to the Department of Public Works. The maximum fluctuation from the permanent pool elevation of a basin shall be three (3) feet, as directed. Wetland mitigation shall not be permitted within a detention/retention basin. The detention/retention facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of detention/retention facilities shall be identified on the Site Development Plan.
6. The lowest opening of all structures shall be set at least two (2) feet higher than the 100-year high water elevation in detention/retention facilities. All structures shall be set at least thirty (30) feet horizontally from the limits of the 100-year high water.

P. ROADWAY IMPROVEMENTS AND CURB CUTS.

1. Obtain approval from the City of Chesterfield Department of Public Works, St. Louis County Department of Transportation and MoDOT for the locations of proposed curb cuts, areas of new dedication, and roadway improvements.
2. Internal streets shall be constructed in accordance with Section 1005.180 of the Subdivision Ordinance of the City of Chesterfield.
3. If street grades in excess of six percent (6%) are desired, steep grade approval must be obtained. In no case shall slopes in excess of twelve percent (12%) be considered. Any request for steep street grades must include justification prepared, signed and sealed by a

registered professional engineer and include plans, profiles, boring logs, cross-sections, etc., in accordance with the Street Grade Design Policy. The justification should clearly indicate site conditions and alternatives considered. If steep grades are approved for this site, a disclosure statement shall be provided to all potential buyers and a note indicating that priority snow removal will not be given to this site shall be included on the Site Development Plan and Record Plat.

4. 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 and the Missouri Department of Transportation. No gate installation will be permitted on public right of way. A minimum stacking distance of 60 feet from any intersection and a turnaround for rejected vehicles designed to accommodate a single unit truck shall be provided in advance of the gate, as directed by the Department of Public Works and the St. Louis County Department of Highways and Traffic and the Missouri Department of Transportation.

5. 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. Maintenance of private streets, including snow removal, shall be the responsibility of the developer/subdivision. In conformance with Section 1005.265 of the Subdivision Ordinance, a disclosure statement shall be provided to all potential buyers. In conformance with Section 1005.180 of the Subdivision Ordinance, signage indicating that the streets are private and owners are responsible for maintenance shall be posted. Said signage shall be posted within 30 days of the placement of the adjacent street pavement and maintained and/or replaced by the developer until such time as the subdivision trustees are residents of the subdivision, at which time the trustees will be responsible for maintenance.

6. The nearest edge of any drive or intersecting street shall be located at least 40 feet from the line of the gate, as directed.

Q. GEOTECHNICAL REPORT.

1. 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 Works. 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 stated of compliance, signed and sealed by the

geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

R. GRADING AND IMPROVEMENT PLANS.

1. A grading permit or improvement plan approval is required prior to any clearing or grading.
2. Erosion and siltation control devices shall be installed prior to any clearing or grading and be maintained throughout the project until adequate vegetative growth insures no future erosion of the soil and work is accepted by the owner and controlling regulatory agency.
3. Prior to approval of a grading permit or improvement plans, a Storm Water Pollution Prevention Plan (SWPPP) must be submitted and approved. The SWPPP shall address installation and maintenance of required erosion control practices specific to site conditions. The purpose of the SWPPP is to ensure the design, implementation, management and maintenance of Best Management Practices (BMPs) to control erosion and reduce the amount of sediment and other pollutants in storm water discharges associated with land disturbance activities, and ensure compliance with the terms and conditions stated in the Sediment and Erosions Control Manual.
4. No grading which results in a change in watersheds will be permitted.
5. If existing city maintained streets are to be used as construction access to this site, prior to approval of a grading permit or improvement plans, or any construction related traffic or delivery of any construction equipment to the site, the following items must be addressed:
 - a. The travel route must be approved by the Department of Public Works. No deviation from the approved route will be permitted.
6. An evaluation, including film record, of the current condition of the pavement on the approved travel route must be submitted.
7. An appropriate bond must be submitted, as approved by the City of Chesterfield, to ensure that any damage to existing pavement is repaired. Repair of damage to existing streets will not be included in the subdivision escrow; a separate bond must be established.
8. All plan sheets shall indicate that vehicle loads of construction traffic using this route are not to exceed 22,400 pounds axle load per 60,000 gross vehicle weight and that no tri-axle trucks are to be used. Weight tickets may be used to determine conformance with this requirement.

9. Additional protective measures, as deemed necessary by the Department of Public Works, may also be required.

S. MISCELLANEOUS

1. All utilities will be installed underground. The development of this parcel will coordinate the installation of all utilities in conjunction with the construction of any roadway on site.
2. Sleeves for future telecommunication services are required to be installed adjacent and/or parallel to any proposed roadway, or other location as directed by the City of Chesterfield, in order to facilitate the installation of utilities and telecommunication infrastructure for current and future users.

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 Preliminary Development Plan. This requirement shall be accomplished prior to issuance of building permits.
- 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 18 months of the date of approval of the Preliminary Development Plan by the City.
- C. Failure to comply with these submittal requirements will result in the expiration of the preliminary development plan 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, this time interval for plan submittal may be extended through appeal to and approval by the Planning Commission.

III. COMMENCEMENT OF CONSTRUCTION

- A. Substantial construction shall commence within two years of approval of the site development concept plan or site development plan, unless otherwise authorized by ordinance. Substantial construction means final

grading for roadways necessary for first approved plat or phase of construction and commencement of installation of sanitary storm sewers.

- B. Where due cause is shown by the developer, the Commission may extend the period to commence construction for not more than one additional year.

IV. GENERAL CRITERIA- SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

The Site Development 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 1 inch equals 100 feet.
2. Outboundary plat and legal description of the 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 open space 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, and significant natural features, such as wooded areas and rock formations, 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 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 two (2) feet, 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. Provide a lighting plan in accordance with the City of Chesterfield Code.
20. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Ordinance.
21. 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.
22. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, the St. Louis County Department of Highways and Traffic, Spirit of St. Louis Airport and the Missouri Department of Transportation.
23. Compliance with Sky Exposure Plane.

V. GRADING AND IMPROVEMENT PLAN REQUIREMENTS

- A. A Site Development Plan and Tree Preservation Plan must be approved prior to issuance of a grading permit or approval of improvement plans.
- B. Prior to approval of a grading permit or improvement plans, a Storm Water Pollution Prevention Plan (SWPPP) must be submitted and approved. The SWPPP shall address installation and maintenance of required erosion control practices specific to site conditions. The purpose of the SWPPP is to ensure the design, implementation, management and maintenance of Best Management Practices (BMPs) to control erosion

and reduce the amount of sediment and other pollutants in storm water discharges associated with land disturbance activities, and ensure compliance with the terms and conditions stated in the Sediment and Erosion Control Manual.

- C. No grading which results in a change in watersheds will be permitted.
- D. If existing City maintained streets are to be used as construction access to this site, prior to approval of a grading permit or improvement plans, or any construction related traffic or delivery of any construction equipment to the site, the following items must be addressed:
 - 1. The travel route must be approved by the Department of Public Works. No deviation from the approved route will be permitted.
 - 2. An evaluation, including film record, of the current condition of the pavement on the approved travel route must be submitted.
 - 3. An appropriate bond must be submitted, as approved by the City of Chesterfield, to ensure that any damage to existing pavement is repaired. Repair of damage to existing streets will not be included in the subdivision escrow; a separate bond must be established.
 - 4. All plan sheets shall indicate that vehicle loads of construction traffic using this route are not to exceed 22,400 pounds axle load or 60,000 gross vehicle weight, and that no tri-axle trucks are to be used. Weight tickets may be used to determine conformance with this requirement.
 - 5. Additional protective measures, as deemed necessary by the Department of Public Works, may also be required.
- E. Prior to grading permit or improvement plan approval, provide comments/approvals from the appropriate Fire District, St. Louis County Department of Highways and Traffic, Missouri Department of Transportation, Spirit of St. Louis Airport, and the Metropolitan St. Louis Sewer District.
- F. Prior to approval of a grading permit or improvement plans, copies of recorded easements, including book and page of record, for all off-site work and off-site areas inundated by headwater from on-site improvements must be submitted. A Site Development Plan and Tree Preservation Plan/Tree Removal Permit must be approved prior to issuance of a grading permit or approval of improvement plans.

VIII. RECORDING

Within 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.

IX. VERIFICATION PRIOR TO SPECIAL USE PERMIT ISSUANCE

Prior to any Special Use Permit being issued by St. Louis County Department of Highways and Traffic, a special cash escrow must be established with this Department to guarantee completion of the required roadway improvements.

X VERIFICATION 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 outboundaries 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

XI. VERIFICATION PRIOR TO FOUNDATION OR BUILDING PERMITS

- A. A grading permit or improvement plan approval is required prior to issuance of a building permit. In extenuating circumstances, an exception to this requirement may be granted.
- B. All required subdivision improvements in each plat of a subdivision shall be completed prior to issuance of more than 85 percent of the building permits for all lots in the plat.
- C. Prior to the issuance of foundation or building permits, all approvals from all applicable agencies and the Department of Public Works, as applicable, must be received by the City of Chesterfield Department of Planning.
- D. Prior to issuance of foundation or building permits, all approvals from the City of Chesterfield, the Missouri Department of Transportation and the Metropolitan St. Louis Sewer District must be received by the St. Louis County Department of Public Works.

XII. OCCUPANCY PERMIT/FINAL OCCUPANCY

- A. Prior to the issuance of any occupancy permit, floodplain management requirements shall be met.
- B. All lots shall be seeded and mulched or sodded before an occupancy permit shall be issued, except that a temporary occupancy permit may be issued in cases of undue hardship because of unfavorable ground conditions. Seed and mulch shall be applied at rates that meet or exceed the minimum requirements stated in the Sediment and Erosion Control Manual.

- C. Prior to final occupancy of any building, 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.

XIII. FINAL RELEASE OF ESCROW

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.

XIV. GENERAL DEVELOPMENT CONDITIONS

- A. Provide adequate off-street stabilized parking area(s) for construction employees and a washdown station for construction vehicles entering and leaving the site in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- B. The streets surrounding this development and any street used for construction access thereto shall be cleaned throughout the day. The developer shall keep the road clear of mud and debris at all times.
- C. When clearing and/or grading operations are completed or will be suspended for more than fourteen (14) days, all necessary precautions shall be taken to retain soil materials on site. Protective measures may include a combination of seeding, periodic wetting, mulching, or other suitable means.
- D. If cut and fill operations occur during a season not favorable for immediate establishment of permanent ground cover, unless alternate storm water detention and erosion control devices have been designed and established, a fast germinating annual, such as rye or sudan grasses, shall be utilized to retard erosion.
- E. If cut or fill slopes in excess of the standard maximum of 3:1 horizontal run to vertical rise are desired, approval for the steeper slopes must be obtained from the Director of Public Works. Approval of steeper slopes is limited to individual and isolated slopes, rock dikes, undisturbed and stable natural slopes and slopes blending with the natural terrain. Design of the steep slopes must be performed by a registered professional engineer and include recommendations regarding construction methods and long-term

maintenance of the slope. Any steep slope proposed on a Site Development Plan shall be labeled and referenced with the following note: *Approval of this plan does not constitute approval of slopes in excess of 3:1. Steep slopes are subject to the review and approval of the Director of Public Works. Review of the proposed steep slope will be concurrent with the review of the grading permit or improvement plans for the project.*

- F. Soft soils in the bottom and banks of any existing or former pond sites or tributaries or any sediment basins or traps should be removed, spread out and permitted to dry sufficiently to be used as fill. This material shall not be placed in proposed public right-of-way locations or in any storm sewer location.
- G. All fills placed under proposed storm and sanitary sewer lines and/or paved areas, including trench backfill within and off the road right-of-way, shall be compacted to ninety percent (90%) of maximum density as determined by the "Modified AASHTO T-180 Compaction Test" (ASTM D-1557) for the entire depth of the fill. Compacted granular backfill is required in all trench excavation within the street right-of-way and under all paved areas. All tests shall be performed concurrent with grading and backfilling operations under the direction of a geotechnical engineer who shall verify the test results.
- H. Should the design of the subdivision include retaining walls that serve multiple properties, those walls shall be located within common ground or special easements, including easements needed for access to the walls.
- I. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the Missouri Department of Transportation and the City of Chesterfield for sight distance considerations prior to installation or construction.
- J. This development may require an NPDES permit from the Missouri Department of Natural Resources. NPDES permits are applicable to construction activities that disturb one (1) or more acres.

XV. ENFORCEMENT

- A. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Site Development 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.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE SETTLEMENT OF THE LITIGATION BETWEEN BAXTER BEND INVESTORS, L.L.C., LAND WEST # 1, L.L.C. AND THE CITY OF CHESTERFIELD

WHEREAS, Baxter Bend Investors, L.L.C. filed suit against the City and Land West #1, L.L.C. on June 8, 2007, claiming that the City’s Ordinance was invalid and the Land West #1, L.L.C. was improperly using its land; and

WHEREAS, the City and Baxter Bend and Land West are now desirous of settling and resolving this dispute; and

WHEREAS, The City Council of Chesterfield, Missouri, after careful consideration of the matter and through discussion with the City’s attorney, authorized the City Administrator of Chesterfield to enter into a Settlement Agreement similar in form that that attached;

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

Section 1. The City Administrator is hereby authorized to sign the Settlement Agreement.

Section 2. The Mayor, City Administrator and the City Attorney are authorized to perform on behalf of the City all obligations required of the City.

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

Passed and approved this _____ day of _____, 2007.

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: _____

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement (this "Settlement Agreement") is made and entered into this _____ day of August, 2007 by and among Baxter Bend Investors, L.L.C. ("Baxter Bend"), Land West #1, LLC ("Land West") and City of Chesterfield, Missouri ("Chesterfield") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Baxter Bend and Land West own adjacent parcels of improved realty in Chesterfield, Missouri, near the corner of Baxter and Clayton Roads (respectively, the "Baxter Bend Property" and the "Land West Property"); and

WHEREAS, the Baxter Bend Property is improved by a single story retail facility containing shops and offices and, until approximately June 2007, the Land West Property was improved by a gas station and small building; and

WHEREAS, beginning in 2005, Land West formally sought approval from Chesterfield to redevelop the Land West Property by demolishing the existing gas station and building and constructing a convenience store, gas station and car wash (the "Redevelopment"); and

WHEREAS, on or about April 17, 2006 and November 6, 2006, Chesterfield enacted Ordinances 2255 and 2314, which changed and amended the zoning for the Land West Property, approved certain variances and approved the Redevelopment (the "Redevelopment Ordinances"); and

WHEREAS, Baxter Bend has raised various objections to the Redevelopment and the Redevelopment Ordinances, which were asserted in pleadings in Cause No. 07CC-002367, pending in the St. Louis County Circuit Court, Missouri (the "Litigation") and was in the process of filing an amended petition including claims for a prescriptive easement on the Land West Property; and

WHEREAS, any and all claims, disputes or issues by and among the Parties, whether or not asserted in the Litigation, or otherwise, that in any way directly or indirectly relate, refer to or arise out of the Redevelopment or the Redevelopment Ordinances including, without limitation, the prescriptive easement claim, shall be referred to hereinafter as the “Disputes”; and

WHEREAS, as a result of arms-length negotiations, the Parties wish to enter into this Settlement Agreement as a full, final and complete settlement of any and all claims which could have been asserted, or which otherwise may exist (whether asserted or not asserted) between the Parties, which in any fashion relate to the Disputes; and

WHEREAS, the Parties desire to settle the Disputes under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the receipt, adequacy and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. **Redevelopment Approvals and Permits.** Baxter Bend, Land West and Chesterfield shall cooperate in obtaining any approvals or permits from Chesterfield to approve the terms of the settlement contemplated in this Settlement Agreement. It is anticipated that on August 6, 2007 Chesterfield shall preliminarily approve this Settlement Agreement, and on August 20, 2007 Chesterfield shall give final approval of this Settlement Agreement and approve all matters relevant to approve the modified development of the Land West Property described in the hereinafter defined Site Concept Plan (the “Chesterfield Approval Date”). The Parties hereby agree to the terms set forth herein subject to Chesterfield’s approval on the Chesterfield Approval Date.

2. **Dismissal.** Promptly after the Chesterfield Approval Date, Baxter Bend shall dismiss the Litigation with prejudice and file a Dismissal Memorandum.

3. **Development of the Land West Property.** The Parties agree that the convenience store and other improvements and easements shall be located and constructed as depicted in the site concept plan attached hereto as Exhibit "A" and incorporated herein by reference (the "Site Concept Plan"). The parking space on the far north side of the convenience store as depicted on the Site Concept Plan shall not be used as employee parking or for any permanent parking of vehicles.

4. **Vehicular Cross-Access Easements.** Promptly after the Chesterfield Approval Date, Baxter Bend and Land West shall execute and record vehicular cross-access easements to the area along Clayton Road as depicted upon the Site Concept Plan. The vehicular cross-access easement for the Baxter Bend Property shall contain a provision for Baxter Bend to terminate such vehicular cross-access easement across its property upon construction of any improvements on the Land West Property which extend or replace existing convenience store improvements toward or closer to Clayton Road, beyond those depicted on the Site Concept Plan.

5. **Architectural, Engineering and Construction Costs.** Baxter Bend shall pay one half (1/2) of the reasonable and necessary architectural, engineering and construction costs associated and incurred in connection with the relocation, redesign and construction related to the convenience store on the Property as depicted on the Site Concept Plan upon presentation of copies of invoices for said architectural, engineering and construction costs by either Land West or the vendor/contractor. The Parties agree to provide written evidence of payments of its half of such costs in such form (such as cancelled checks). In no event shall Baxter Bend's liability under this section exceed \$37,500.00. Baxter Bend agrees to hold Land West harmless for Baxter Bend's half of

such payments and/or costs and for any liens, lawsuits or claims as a result of Baxter Bend's failure to make timely payment to the relevant vendors/contractors.

6. **Temporary Construction Easement.** Promptly after the Chesterfield Approval Date, Baxter Bend shall execute and record a temporary construction easement against its property in favor of Land West and its contractors for use of a portion of its property as shown on the Site Concept Plan for access purposes to construct the convenience store. Such temporary construction easement shall terminate upon the earlier of completion of the construction of the convenience store or August 1, 2008. The Parties acknowledge and agree that one (1) of Baxter Bend's tenants will need to access the temporary construction easement area from time to time for side door deliveries, so the easement shall not be exclusive and the Parties agree to cooperate in good faith to allow necessary use of the temporary construction easement area by Land West and Baxter Bend's tenants. Upon termination of the temporary construction easement, Land West shall clean up any debris from its activities and repair any permanent damage to the asphalt.

7. **Monument Sign Variance.** To minimize any negative visual impact to Baxter Bend's tenants, Baxter Bend intends to apply to Chesterfield for a variance and other approvals to build an improved monument sign for its tenants at the current location on the Baxter Road Property. Land West agrees not to contest a reasonable application by Baxter Bend for such a variance and Chesterfield agrees to use good faith efforts to cause such variance to be granted, subject to its ordinances and regulations.

8. **Mutual Releases.** As of the Chesterfield Approval Date, each of the Parties and each of their past, present and future officers, directors, shareholders, members, managers, agents, servants, employees, successors, representatives, assigns, heirs, beneficiaries, parent entities, subsidiary entities, former entities, predecessor entities,

successor entities, partners, attorneys, and any and all other related persons, firms, individuals, corporations, partnerships, associations, joint ventures, trusts, entities, and affiliates of whatever kind or nature (the "Releasing Parties") hereby release, acquit, and forever discharge each of the other Parties and each of their past, present and future officers, directors, shareholders, members, managers, agents, servants, employees, successors, representatives, assigns, heirs, beneficiaries, parent entities, subsidiary entities, former entities, predecessor entities, successor entities, partners, attorneys, any and all other related persons, firms, individuals, corporations, partnerships, associations, joint ventures, trusts, entities, and affiliates of whatever kind or nature (the "Released Parties") of and from any and all claims, actions, causes of action, suits, demands, rights, damages, injuries, costs, judgments, sums of money, expenses, compensation, and damages whatsoever which the Releasing Parties ever had against the Released Parties or now have, or which hereinafter accrue on account of, or in any way growing out of any and all known and unknown, foreseen and unforeseen damages, and any consequences thereof, relating in any respect to the Disputes and/or the Litigation, except the covenants and agreements expressly provided herein.

9. **No Admission of Liability**. The Parties expressly agree and understand that this Settlement Agreement is a compromise of disputed claims, and that the execution of this Settlement Agreement is not to be construed as an admission of liability on the part of any of the Parties. No party to this Settlement Agreement admits any liability to any other party hereto with respect to any claims. Moreover, each party to this Settlement Agreement specifically asserts that it is not responsible or liable to any other party, but has agreed to this settlement for purposes of resolving the Disputes.

10. **Modification of Settlement Agreement.** No modification, termination or waiver of this Settlement Agreement shall be valid unless in writing and signed by all of the Parties.

11. **Requisite Authority.** Except for the approval of Chesterfield on the Chesterfield Approval Date, the Parties hereto have the power and authority to enter into and perform this Settlement Agreement.

12. **Legal Fees.** The Parties each have the responsibility of paying all of their own legal fees, costs and expenses incurred with respect to the Disputes. No party shall have liability for such fees, costs and expenses incurred by any other party except to the extent allowed as a prevailing party in a dispute arising out of this Settlement Agreement and provided in paragraph 18 below.

13. **Representation by Counsel.** The Parties have been encouraged to seek the advice of independent legal counsel, have in fact been provided the opportunity to do so, and have relied upon the advice and representation of counsel of their selection in executing this Settlement Agreement. The Parties expressly acknowledge that they have had the free and unrestricted opportunity to consult with counsel or other advisors relative to this Settlement Agreement and that this Settlement Agreement is entered into as an act of free will and is an arm's-length transaction.

14. **Voluntary Execution.** The Parties knowingly and voluntarily execute this Settlement Agreement. The Parties have read and thoroughly reviewed this entire Settlement Agreement and fully understand it. The Parties acknowledge that they are fully cognizant of the nature and extent of the restrictions contained herein. The Parties, by signing below, accept the terms and conditions of this Settlement Agreement. The Parties acknowledge that the consideration by each of the Parties for the execution of this

Settlement Agreement by the Parties is more than sufficient to warrant strict compliance with the terms and conditions of this Settlement Agreement by each of the Parties.

15. **Binding Settlement Agreement, Succession or Assignment.** The rights and obligations created by this Settlement Agreement shall pass to and be binding upon the successors and assigns of the Parties; however, no rights shall be enlarged by reason of such succession.

16. **Joint Drafting Effort.** Each party hereto agrees that this Settlement Agreement reflects the joint drafting efforts of the Parties, and that no rule of construction or interpretation regarding any alleged ambiguities in this Settlement Agreement shall be applied against any party.

17. **Applicable Law.** This Settlement Agreement shall be construed in accordance with the laws of the State of Missouri. Any matter or dispute arising hereunder or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of any state courts located in St. Louis County, State of Missouri or the United States District Court located in St. Louis City, State of Missouri. The foregoing courts shall have personal jurisdiction, and the Parties hereto hereby submit to same, over the matters arising hereunder or in connection herewith. The Parties hereby waive all rights to contest such jurisdiction and venue and waive any right to commence any action in any other jurisdiction or venue.

18. **Prevailing Party's Attorneys' Fees.** In the event that a dispute arises regarding any term, performance or enforcement of this Settlement Agreement, the prevailing party shall be entitled to an award of attorney's fees.

19. **Cooperation.** Each party warrants and agrees that they shall cooperate to do and diligently pursue all things necessary to obtain all signatures required on the Dismissal Memorandum attached hereto as Exhibit "B" and to prepare and execute any

additional documents that may be required by this Settlement Agreement or by the Court for the Court's approval thereof.

20. **Survival.** The terms and obligations set forth and incumbent herein shall survive closing of this Settlement Agreement and nothing shall be construed as a waiver or relinquishment of any party's duties, obligations or rights as described and specified herein.

21. **Validity and Severability.** If any term, part or provision of this Settlement Agreement is held by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights, obligations and covenants of the undersigned parties shall be construed and enforced as if the Settlement Agreement did not contain the particular term, condition, part or provision held to be unlawful.

22. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter of this Settlement Agreement and supersedes all prior agreements, if any, written or oral. There is no written or oral understanding directly or indirectly connected with this Settlement Agreement that is not incorporated herein.

23. **Authority.** Each party hereto warrants to each other party that such party has full power and authority to execute and deliver this Settlement Agreement. Further, each person executing this Settlement Agreement on behalf of any party hereto warrants that he has full power and authority to execute and deliver this Settlement Agreement.

24. **Counterparts.** This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

25. **Captions**. The captions contained in the various sections of the Settlement Agreement are for convenience of reference only and do not in any way limit, expand or modify the terms and provisions of this Settlement Agreement.

25. **Miscellaneous**. Time is of the essence as to this Settlement Agreement as well as in the performance of the duties and obligations set forth in this Settlement Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the date and year first above written.

BAXTER BEND INVESTORS, L.L.C.

By: _____
Print Name:
Title: Managing Member

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

On this ____ day of August, 2007, before me, _____, a Notary Public in and for said state, personally appeared _____, Managing Member of Baxter Bend Investors, L.L.C., known to me to be the person who executed the within document and acknowledged to me that he executed the same as his free act and deed.

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

My Commission Expires: _____
Notary Public

LAND WEST #1, LLC

By: _____
Print Name:
Title: Managing Member

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

On this _____ day of August, 2007, before me, _____,
a Notary Public in and for said state, personally appeared _____,
Managing Member of Land West #1, LLC, known to me to be the person who executed the
within document and acknowledged to me that he executed the same as his free act and
deed.

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

My Commission Expires: _____
Notary Public

CITY OF CHESTERFIELD, MISSOURI

By: _____
Print Name:
Title:

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

On this _____ day of August, 2007, before me, _____,
a Notary Public in and for said state, personally appeared _____,
_____, known to me to be the person who
executed the within document and acknowledged to me that he executed the same as his
free act and deed.

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

My Commission Expires:

Notary Public

EXHIBIT "A"
SITE CONCEPT PLAN

(To be attached)

EXHIBIT "B"

**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
TWENTY-FIRST JUDICIAL CIRCUIT
STATE OF MISSOURI**

BAXTER BEND INVESTORS, L.L.C.,)	
a Missouri limited liability company,)	
)	
Plaintiff,)	
)	
vs.)	Cause No. 07CC-002367
)	
LAND WEST #1, LLC,)	Division No. 42
a Missouri limited liability company,)	
)	
and)	
)	
CITY OF CHESTERFIELD, MISSOURI)	
a municipal corporation and political)	
subdivision of the State of Missouri,)	
)	
Defendants.)	

DISMISSAL MEMORANDUM

Comes now Plaintiff, by and through counsel, and dismisses its Petition with prejudice. Each party shall bear their own costs.

Respectfully submitted,

JENKINS & KLING, P.C.

By: _____
Stephen L. Kling, Jr., #29520
Michael P. Stephens, #37491
Kelly E. Shamel, #56598
10 S. Brentwood Blvd., Ste. 200
St. Louis, MO 63105
(314) 721-2525 ph.
(314) 721-5525 fax
skling@jenkinsklings.com
mstephens@jenkinsklings.com
kshamel@jenkinsklings.com

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served via U.S. Mail, postage prepaid, upon:

John P. King, Esq.
Eric S. Schmitt, Esq.
Lathrop & Gage, LC
Attorneys for Defendant
Land West #1, LLC
Pierre Laclede Center
7701 Forsyth Blvd., Ste. 400
St. Louis, MO 63105

Robert M. Heggie, Esq.
Stewart, Mittleman, Heggie & Henry, LLC
Attorneys for Defendant
City of Chesterfield
222 S. Central, Ste. 501
St. Louis, MO 63105

this 31st day of July, 2007.

LEGEND OF SYMBOLS

Table with 3 columns: SYMBOL, DESCRIPTION, and NOTES. Includes symbols for utility poles, lines, and various site features.

Land One West, LLC, the owner of this property shown on this plan for and in consideration of being granted a permit to develop property under the provisions of Chapter 1003...

This Site Development Plan was approved by the City of Chesterfield Planning Commission and duly verified on the 22nd day of June, 2006, by the Chairperson of said Commission...

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On this 22nd day of June, A.D. 2006, before me personally appeared George Ebbe, to me known, who, being by me sworn in, did say that he is the owner of the land One West, LLC...

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal at my office in the City of Chesterfield, Missouri, the day and year last above written. My term expires...

Notary Public

CLAYTON ROAD (VARIABLE WIDTH)

This is to certify that we have during the month of November 2003, by order of the Western Oil Inc., made a Survey in accordance with the current Minimum Standards for Property Boundary Surveys of the Missouri Department of Natural Resources...

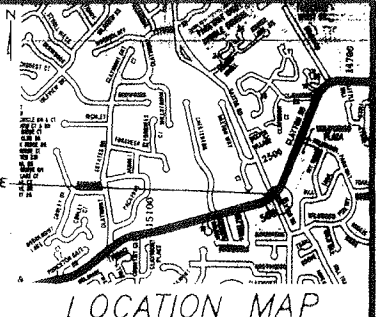
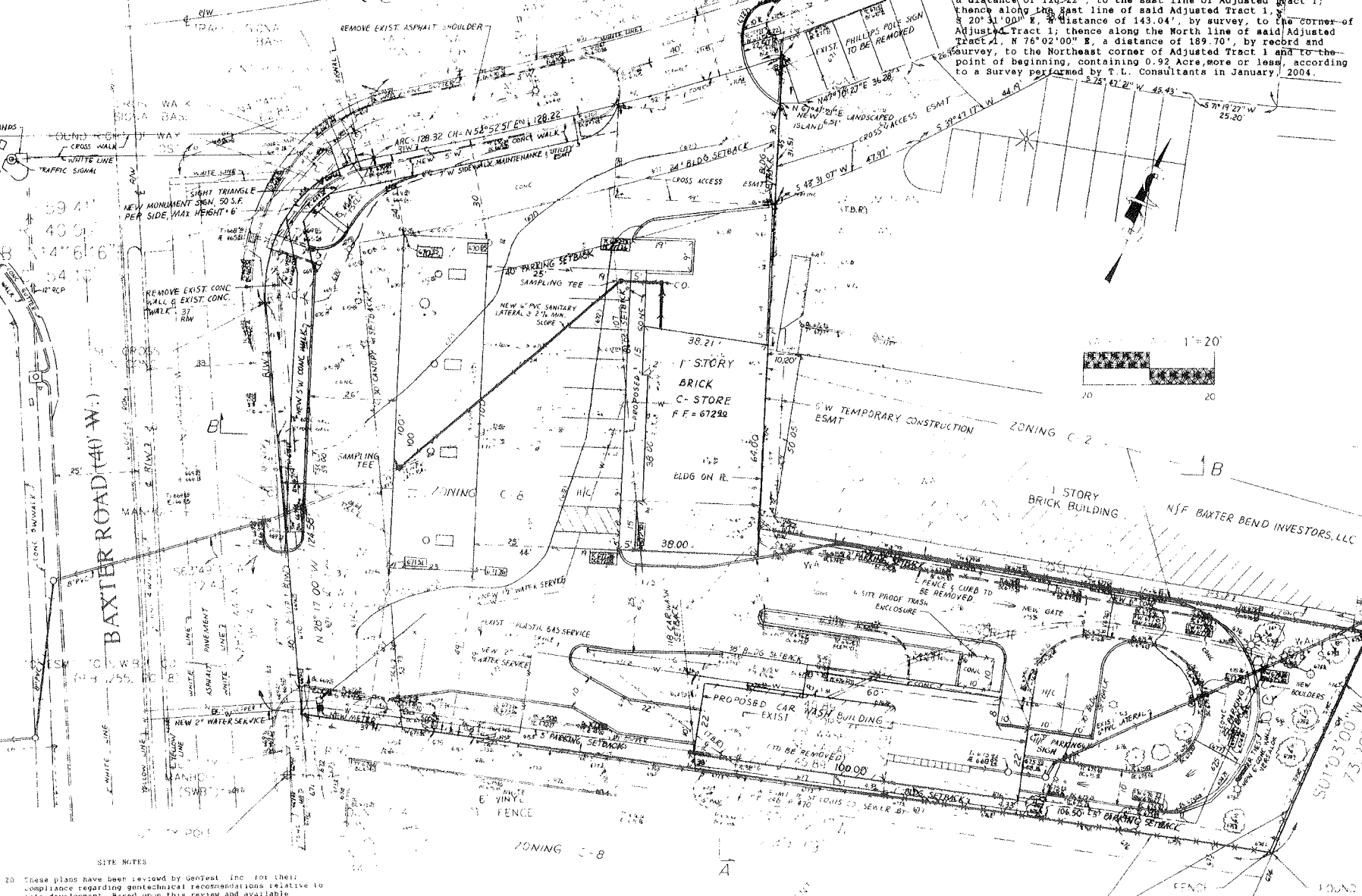
Survey by: T. Laneman Jr. T.L. CONSULTANTS

In Witness Whereof, I have hereunto set my hand this 21st day of June, 2006

THEODORE F. LANEMAN JR. L.S. 2233

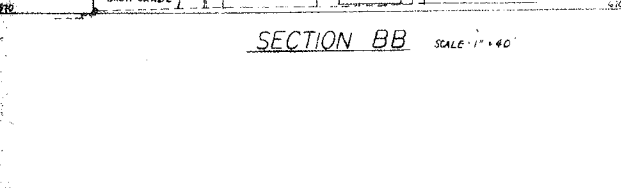
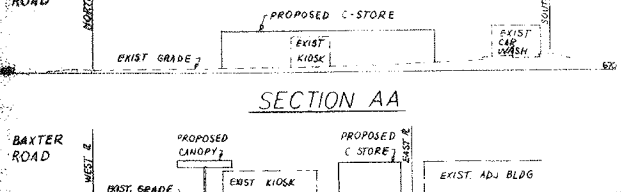
SURVEY NOTES

- 1. Source of Title: Commonwealth Title Insurance Company of St. Louis, Missouri, File Number 517127 dated July 29, 2003, at 8:00 A.M. and is subject to any errors or omissions contained therein.
2. Source of Bearing: Bearing System used Baxter Estate Partition, as recorded in Plat Book 248 page 36 of the St. Louis County Records.
3. Property is subject to an Easement granted to Laclede Gas Company according to the instrument recorded in Deed Book 4883 page 237.
4. Property is subject to Terms and provision of the sewer agreement including a provision for assessment contained in instrument recorded in Deed Book 6742 and page 1278 and Deed Book 7197 page 1437.
5. Property is subject to an easement granted to St. Louis County Sewer Company according to the instrument recorded in Deed Book 7133 page 838.
6. Property is subject to a Temporary Slope and Construction Easement according to instrument recorded in Deed Book 8541 page 570.
7. Property is subject to restrictions, conditions and easements (deleting any restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status or national origin) contained in instrument recorded in Plat 248 pages 36, and Plat Book 248 page 47 and amended by Plat Book 255 page 8.
8. Property is subject to Terms and provisions of the Development Plan according to the plat thereof recorded in Plat Book 245 page 43 and 44.



SITE NOTES

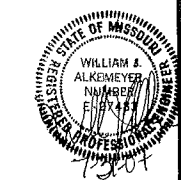
- 1. Total Area of Site = 0.92 Acres
2. Owner of Property: Western Oil Inc. #3473 Rider Trail South St. Louis, Missouri, 63045, 314-738-9900 Attn: George Ebbe
3. Existing Site Use: Commercial C-Store Building (820 SF) and Car Wash Building (1056 SF) Proposed Site Use: Commercial Enlarged C-Store Building (2433 SF) with Enlarged Car Wash Building (2680 SF).
4. Parking Data: C-Store Building 2433 SF x 3.33 spaces/1000 SF = 8 spaces required. Existing Parking Spaces: 5 Regular, 2 Handicapped Proposed Parking Spaces: 9 Regular, 2 Handicapped
5. New Concrete Pavement to be: 6" Concrete Pavement on a 6" Rolled Stone Base Course on a prepared subgrade. All Existing pavement, curbs, entrances and sidewalks to remain, except as shown.
6. Lighting Data: 4 New Lights, match existing style and height. Maximum height = 20'.
7. All existing trees and landscaping to remain, except as shown.
8. All work to be performed in accordance with the City of Chesterfield, St. Louis County, or MHD Building regulations and ordinances, as their jurisdictions apply.
9. All MHD Work to be performed in accordance with the MHD 2000 Standards and Construction Details for all sewer construction.
10. All proposed improvements shall be constructed to St. Louis County Standards. All grading and drainage to be in conformance with St. Louis County and MHD Standards. No slopes shall exceed 3 (horizontal) to 1 (vertical), unless justified by geotechnical report, which has been accepted/approved by St. Louis County. Storm water shall be discharged at an adequate natural discharge point. Sinkholes are not adequate discharge points.
11. Benchmark Used: MSD BM #12-89; An "L" on the Southwest corner of the South headwall of a box culvert, 100' east of the centerline of Baxter Road at the centerline of Manor Creek Drive, Elevation = 584.94'
12. Summary of Green Space and Open Space for this Site. Existing Green Space = 6052 Square Feet 57%. Proposed Green Space = 9674 Square Feet 24%. No open space for this Site.
13. The proposed C-Store Building will be only 1' closer to Clayton Road as compared to the existing St. Louis Bread Store Building.



- 20. These plans have been reviewed by Geotest, Inc. for their compliance regarding geotechnical recommendations relative to site development. Based upon this review and available subsurface information, it is our opinion that the site may be constructed in accordance with the plans and good construction practices. We have not prepared any part of the plans and my seal on these plans is intended only to confirm my personal review and approval to the site grading as it relates to the stability of such slopes. Geotest, Inc. must be involved during the construction phase of this project in order to determine if subsurface conditions are as indicated from the field exploration data, that the recommendations relative to site grading are implemented, and that other geotechnical aspects of site development are performed in accordance with these plans. GEOTEST, INC.
21. All sidewalks to be constructed to St. Louis County ADA Standards.
22. All proposed improvements within Baxter Road shall be constructed to St. Louis County Standards.
23. Prior to Special Use Permit issuance by the St. Louis County Dept. of Highways and Traffic, a special cash security supported by an Irrevocable Letter of Credit, must be established with St. Louis County Dept. of Highways and Traffic to guarantee completion of the required roadway improvement.
24. Provide a sidewalk conforming to St. Louis County ADA standards adjacent to Baxter and Clayton Roads. (Sidewalk is to be shown along the entire frontage of the property adjacent to a County Roadway. Any variation to this will be determined during construction plan review.)
25. Proposed sign height: 10' 00" at height of New sign, 10' 00" at height of New sign, 10' 00" at height of New sign.
26. Proposed sign width: 10' 00" at height of New sign, 10' 00" at height of New sign, 10' 00" at height of New sign.
27. Proposed sign area: 10' 00" x 10' 00" at height of New sign, 10' 00" x 10' 00" at height of New sign, 10' 00" x 10' 00" at height of New sign.
28. Proposed sign color: 10' 00" x 10' 00" at height of New sign, 10' 00" x 10' 00" at height of New sign, 10' 00" x 10' 00" at height of New sign.
29. Proposed sign material: 10' 00" x 10' 00" at height of New sign, 10' 00" x 10' 00" at height of New sign, 10' 00" x 10' 00" at height of New sign.

14898 CLAYTON ROAD SITE SITE DEVELOPMENT PLAN

FOR: Western Oil Inc 3473 Rider Trail South St. Louis, Missouri, 63045 314-738-9900 Attn: George Ebbe
PROJECT NO: 2140
DATE: 6.2.2006
DRAWN BY: J.P.
PREPARED BY: T.L. CONSULTANTS 3109 S. GRAND AVENUE SUITE 200, 314-772-4346 ST. LOUIS, MISSOURI, 63118
SHEET NO: 1 OF 2



AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PC" PLANNED COMMERCIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 0.92-ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CLAYTON ROAD, AT ITS INTERSECTION WITH BAXTER ROAD. (P.Z. 10-0408 Peter Mart Land West One LLC)

WHEREAS, the petitioner, Land West One LLC, has requested a change in zoning from a "PC" Planned Commercial District to a "PC" Planned Commercial District for a 0.92-acre tract of land located on Clayton Road, at its intersection with Baxter Road, and;

WHEREAS, the Planning Commission, having considered said request, and recommended approval of the variance request and the rezoning request with conditions as written in the Attachment A, and;

WHEREAS, the City Council, having considered said request, voted to approve the change of zoning with an amendment to require automatic power of review and automatic status to the rezoning provided and set forth in this ordinance.

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

Section 1. The City of Chesterfield Zoning Ordinance and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PC" Planned Commercial District for a 0.92-acre tract of land located on Clayton Road, at its intersection with Baxter Road as described as follows:

A tract of land being part of Adjusted Tract 1 of the Boundary Adjustment Plat of Tracts 1 and 2 of part of Lot 6 of Baxter Estate, Partition, as recorded in Plat Book 245, page 35, of the St. Louis County Records, and also being in the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 45 North, Range 4 East, of the Fifth Principal Meridian, in St. Louis County, Missouri, and more particularly described as follows:

Beginning at the Northeast corner of said Adjusted Tract 1, said corner is also the Northeast corner of Wildwood, Plat 2, a subdivision recorded in Plat Book 105, page 8, of the St. Louis County Records; thence along the East line of Adjusted Tract 1 and along the West line of said Wildwood, Plat 2, S 1° 07' 00" W, a distance of 73.20'; by record and survey, to the Southeast corner of Adjusted Tract 1, thence along the South line of Adjusted Tract 1, S 74° 57' 27" W, a distance of 279.79'; by survey, to the East line of Baxter Road, as widened by Plat Book 255, page 8, of the St. Louis County Records; thence along the East line of said Baxter Road, as widened, N 2° 17' 00" W, a distance of 124.58'; by record and survey, to a point of curve; thence curving along the East line of said Baxter Road in a Northeasterly direction along a curve to the right having a radius of 59.41', an arc distance of 59.41', with a chord being N 14° 16' 16" E, a distance of 54.10'; by record and survey, to a point of reverse curve to the South line of Clayton Road, as widened, by Plat Book 255, page 8, of the St. Louis County Records; thence along the South line of said Clayton Road, as widened, in a Northeasterly direction along a curve to the left having a radius of 931.95', an arc distance of 128.22'; by a chord bearing N 52° 52' 51" E, a distance of 128.22'; to the East line of Adjusted Tract 1; thence along the East line of said Adjusted Tract 1, S 20° 31' 00" E, a distance of 143.04'; by survey, to the corner of Adjusted Tract 1; thence along the North line of said Adjusted Tract 1, N 70° 02' 00" E, a distance of 189.70'; by record and survey, to the Northeast corner of Adjusted Tract 1 and to the point of beginning, containing 0.92 acre, more or less, according to a Survey performed by T. L. Consultants in January, 2004.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted, subject to all of the ordinance, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendations to the City Council, which are set out in the Attachment "A", which is attached hereto and, made a part of.

Section 3. The City Council, pursuant to the petition filed Peter Mart, in P.Z. 10-0408, requesting the amendment embodied in this ordinance, and pursuant to the recommendations of the City of Chesterfield Planning Commission that said petition be granted and after public hearing, held by the Planning Commission on the 25th day of July, 2005, 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 automatic status for violations as set out in Section 1003.410 of the Zoning Ordinance of the City of Chesterfield.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 17th day of July, 2006

Mayor

City Clerk

3. Provide cross access easement(s) or other appropriate legal instrument(s) guaranteeing permanent access to the adjacent properties to the east as directed.

4. Streets and drives related to this development shall be designed and located in conformance with the Chesterfield Driveway Access Location and Design Standards, as originally adopted by Ordinance No. 2103 and as amended from time to time.

L. PUBLIC/Private ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Provide any additional right-of-way and construct any improvements to State Route 100 (Clayton Road) as required by MDOT.

2. Provide any additional right-of-way and construct any improvements to Baxter Road as required by the St. Louis County Department of Highways and Traffic.

3. All roadway and related improvements shall be completed prior to occupancy for the development.

4. Provide a five (5) foot wide sidewalk, conforming to ADA standards, along the Baxter Road and the State Route 100 (Clayton Road) frontage of the site. The sidewalk may be located within County and State right-of-way, if permitted by MDOT and the St. Louis County Department of Highways and Traffic.

M. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield, St. Louis County Highways and Traffic and MDOT. 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, signage configuration, geometrics, right-of-way, traffic signal modifications or other improvements as required, as long as the density of the proposed development falls within the parameters of the study. Regional issues shall be addressed as directed by the City of Chesterfield.

N. POWER OF REVIEW

1. The City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

2. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

3. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

4. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

5. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

6. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

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10. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

11. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

12. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

13. If the City Council shall review and provide final approval of the site development plan for the proposed development subject to Planning Commission review.

In keeping with the following Comprehensive Plan policies, these conditions have been developed:

- 3.1. Community Commercial Development
3.1.2. Billboards and Signage
3.1.3. Neighborhood Retail Facilities

I. SPECIFIC CRITERIA

A. Information to be shown on Site Development Plans and Site Development Section Plans shall adhere to specific design criteria.

B. Definitions

1. Site Development Concept Plan is a conceptual plan for development in a planned district being shown in phase. A concept plan provides an overall picture of a development that is being divided into sections to be developed in phases.

2. A Site Development Section Plan is a plan for development for a portion of the overall concept plan.

3. Site Development Plan is a plan for development in planned districts that is being done in one phase.

C. PERMITTED USES

1. The uses allowed in the "PC" Planned Commercial District shall be:

a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

b. Permitted signs

c. Stores, shops, markets, service facilities, auto assistance facilities, and other structures, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

d. Vehicle washing facilities for automobiles.

2. The uses allowed in the "PC" Planned Commercial District shall be:

a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

b. Permitted signs

c. Stores, shops, markets, service facilities, auto assistance facilities, and other structures, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

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d. Vehicle washing facilities for automobiles.

4. The uses allowed in the "PC" Planned Commercial District shall be:

a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

b. Permitted signs

c. Stores, shops, markets, service facilities, auto assistance facilities, and other structures, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

d. Vehicle washing facilities for automobiles.

5. The uses allowed in the "PC" Planned Commercial District shall be:

a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

b. Permitted signs

c. Stores, shops, markets, service facilities, auto assistance facilities, and other structures, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

d. Vehicle washing facilities for automobiles.

6. The uses allowed in the "PC" Planned Commercial District shall be:

a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

b. Permitted signs

c. Stores, shops, markets, service facilities, auto assistance facilities, and other structures, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

d. Vehicle washing facilities for automobiles.

7. The uses allowed in the "PC" Planned Commercial District shall be:

a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

b. Permitted signs

c. Stores, shops, markets, service facilities, auto assistance facilities, and other structures, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

d. Vehicle washing facilities for automobiles.

8. The uses allowed in the "PC" Planned Commercial District shall be:

a. Filling stations, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

b. Permitted signs

c. Stores, shops, markets, service facilities, auto assistance facilities, and other structures, including emergency towing and repair services, provided that no automobile, truck, or other vehicle may be parked on street to be open to the premises for longer than twenty-four (24) hours.

II. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. FLOOR AREA

a. The gross floor area constructed for the convenience store building shall not exceed two thousand six hundred and thirty-two (2,632) square feet. The gross floor area constructed for the car wash shall not exceed two thousand five hundred and thirty-one (2,531) square feet.

b. The maximum height of the building, exclusive of roof structure, shall not exceed twenty (20) feet.

c. The maximum height for the car wash shall not exceed twelve (12) feet.

d. The maximum height of the proposed canopy shall not exceed eighteen (18) feet.

2. BUILDING REQUIREMENTS

a. OPENSPACE: A minimum of twenty-two (22%) open space is required for this development. Open space is determined by a factor: the percentage of which all green grass areas plus all non-paved surfaces, the determination of which is the total area of the site minus the area of the proposed structure, as approved by the City of Chesterfield. The proposed open space is shown on the attached Exhibit A.

b. Floor Area Ratio: The development shall have a maximum Floor Area Ratio (F.A.R.) of 1.00. F.A.R. is the gross floor area of all buildings on a lot divided by the total lot area. This ratio shall not include any structure or surface parking. Planning Commission may require recalculation; one calculation for these areas above grade and another that includes building area below grade.

3. STRUCTURE AND PARKING SETBACKS

a. STRUCTURE SETBACKS

1. No building or structure, other than a freestanding sign, advertisement sign, boundary or retaining wall, light structure, flag poles or fences will be located within the following setbacks:

a. One (1) foot from the eastern property line bearing S20°31'00"W

b. Forty (40) feet from the northern property line bearing N70°02'00"E

c. One (1) foot from the western property line bearing S01°03'00"W

d. Twenty (20) feet from the eastern property line bearing S01°03'00"W

e. One (1) foot from the northern property line bearing S74°57'27"W

f. Twenty (20) feet from the right-of-way Clayton Road on the northern boundary of the "PC" Planned Commercial District.

g. Twenty (20) feet from the eastern property line bearing S01°03'00"W

h. Four (4) feet from the northern property line bearing N70°02'00"E

i. Two (2) feet from the right-of-way Clayton Road

j. Twenty (20) feet from the eastern property line bearing S01°03'00"W

k. Four (4) feet from the northern property line bearing N70°02'00"E

l. Two (2) feet from the right-of-way Clayton Road

m. Twenty (20) feet from the eastern property line bearing S01°03'00"W

n. Four (4) feet from the northern property line bearing N70°02'00"E

o. Two (2) feet from the right-of-way Clayton Road

p. Twenty (20) feet from the eastern property line bearing S01°03'00"W

q. Four (4) feet from the northern property line bearing N70°02'00"E

r. Two (2) feet from the right-of-way Clayton Road

s. Twenty (20) feet from the eastern property line bearing S01°03'00"W

t. Four (4) feet from the northern property line bearing N70°02'00"E

u. Two (2) feet from the right-of-way Clayton Road

v. Twenty (20) feet from the eastern property line bearing S01°03'00"W

w. Four (4) feet from the northern property line bearing N70°02'00"E

x. Two (2) feet from the right-of-way Clayton Road

y. Twenty (20) feet from the eastern property line bearing S01°03'00"W

z. Four (4) feet from the northern property line bearing N70°02'00"E

aa. Two (2) feet from the right-of-way Clayton Road

ab. Twenty (20) feet from the eastern property line bearing S01°03'00"W

ac. Four (4) feet from the northern property line bearing N70°02'00"E

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af. Four (4) feet from the northern property line bearing N70°02'00"E

ag. Two (2) feet from the right-of-way Clayton Road

ah. Twenty (20) feet from the eastern property line bearing S01°03'00"W

ai. Four (4) feet from the northern property line bearing N70°02'00"E

aj. Two (2) feet from the right-of-way Clayton Road

ak. Twenty (20) feet from the eastern property line bearing S01°03'00"W

al. Four (4) feet from the northern property line bearing N70°02'00"E

IV. GENERAL CRITERIA - SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

1. The Site Development Plan shall adhere to the following:

a. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.

b. Outboundary plat and legal description at the property.

c. Density Calculations.

d. Parking calculations, including calculation for a full off street parking area, required and proposed, and site number, size and location for designed off-street parking.

e. Five (5) percent open space for overall development including separate percentage for each use on the site.

f. Provide Floor Area Ratio to A.R.

g. A note indicating any setback will be installed underground.

h. A note indicating signage approval is a separate process.

i. Depict the location of all buildings, site, including height and distance from adjacent property lines and proposed use.

2. The Site Development Plan shall adhere to the following:

a. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.

b. Outboundary plat and legal description at the property.

c. Density Calculations.

d. Parking calculations, including calculation for a full off street parking area, required and proposed, and site number, size and location for designed off-street parking.

e. Five (5) percent open space for overall development including separate percentage for each use on the site.

f. Provide Floor Area Ratio to A.R.

g. A note indicating any setback will be installed underground.

h. A note indicating signage approval is a separate process.

i. Depict the location of all buildings, site, including height and distance from adjacent property lines and proposed use.

3. The Site Development Plan shall adhere to the following:

a. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.

b. Outboundary plat and legal description at the property.

c. Density Calculations.

d. Parking calculations, including calculation for a full off street parking area, required and proposed, and site number, size and location for designed off-street parking.

e. Five (5) percent open space for overall development including separate percentage for each use on the site.

f. Provide Floor Area Ratio to A.R.

g. A note indicating any setback will be installed underground.

h. A note indicating signage approval is a separate process.

i. Depict the location of all buildings, site, including height and distance from adjacent property lines and proposed use.

4. The Site Development Plan shall adhere to the following:

a. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.

b. Outboundary plat and legal description at the property.

c. Density Calculations.

d. Parking calculations, including calculation for a full off street parking area, required and proposed, and site number, size and location for designed off-street parking.

e. Five (5) percent open space for overall development including separate percentage for each use on the site.

f. Provide Floor Area Ratio to A.R.

g. A note indicating any setback will be installed underground.

h. A note indicating signage approval is a separate process.

i. Depict the location of all buildings, site, including height and distance from adjacent property lines and proposed use.

5. The Site Development Plan shall adhere to the following:

a. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.

b. Outboundary plat and legal description at the property.

c. Density Calculations.

d. Parking calculations, including calculation for a full off street parking area, required and proposed, and site number, size and location for designed off-street parking.

e. Five (5) percent open space for overall development including separate percentage for each use on the site.

f. Provide Floor Area Ratio to A.R.

g. A note indicating any setback will be installed underground.

h. A note indicating signage approval is a separate process.

V. LIGHT REQUIREMENTS

1. The developer shall submit a landscape plan, tree plan, and site preservation plan in accordance with the City of Chesterfield Code.

2. Provide a white vinyl fence, not to exceed six (6) feet in height, along the southern and eastern property lines in addition to the required landscaping.

3. If the estimated cost of new landscaping indicated on the Site Development Plan as required by the Planning Commission exceeds one thousand (\$1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year bond or escrow sufficient in amount to guarantee the installation of said landscaping.

4. Prior to release of the Landscape Establishment Bond/Escrow, a two (2) year Landscape Maintenance Bond/Escrow will be required.

5. Landscape buffer requirements for this site shall be as follows:

a. Eight (8) feet from the southern boundary of the site

b. Twenty (20) feet from the eastern property line bearing S01°03'00"W

c. Four (4) feet from the northern property line bearing N70°02'00"E

d. Two (2) feet from the right-of-way Clayton Road

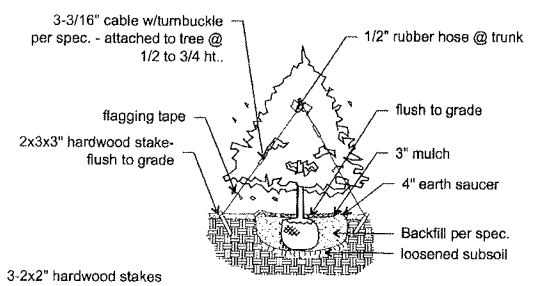
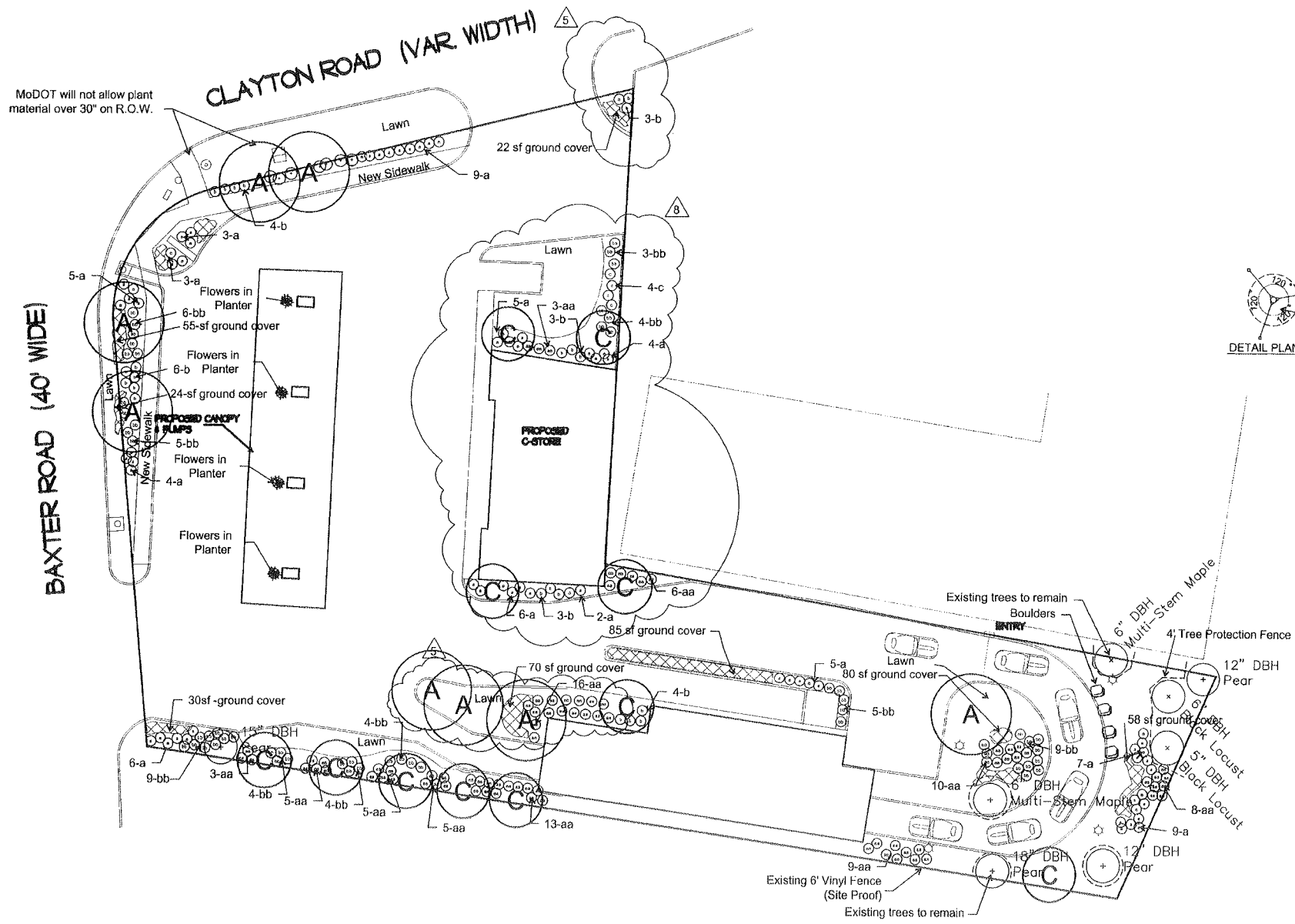
6. The developer shall provide comments from the Missouri Department of Transportation and the City of Chesterfield Department of Public Works regarding planning on the right-of-way.

VI. SIGN REQUIREMENTS

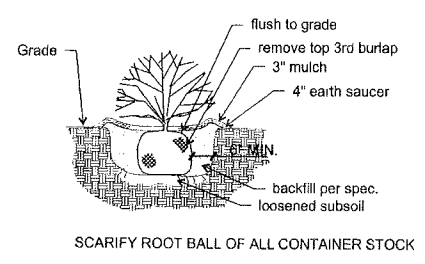
1. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield Department of Public Works, and/or the St. Louis County Department of Highways and Traffic or Missouri Department of Transportation, for right of way considerations prior to installation or construction.

2. No advertising signs, temporary signs, portable signs, off site signs, or stationary signs shall be permitted in this development.

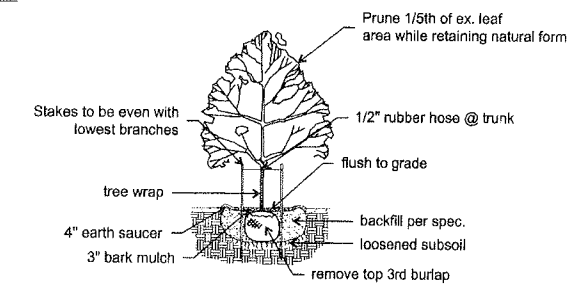
3. All permanent freestanding business and identification signs shall have landscaping which may include, but not be limited to, shrubs, annuals, and



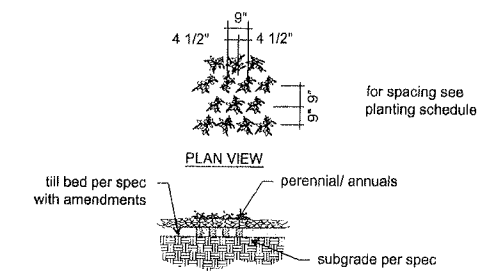
TYPICAL EVERGREEN PLANTING



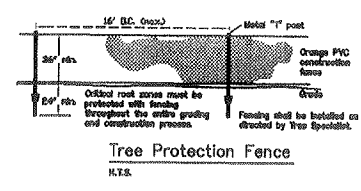
TYPICAL SHRUB PLANTING



CANOPY TREE PLANTING



TYPICAL PERENNIAL PLANTING



Concept Landscape Plan
SCALE 1" = 20'

PLANTING SCHEDULE:

Key	Qty.	Botanical Name	Common Name	Size	Description	Mature Heights
A	8	Acer rubrum	Red Maple	2.5" Cal.	Shade tree	+45 ht.
C	11	Malus sp. 'Spring Snow'	Crab Apple -White	2.5" Cal.	Flowering Tree	+ 25 ht.
a	68	Juniperus sabina 'Buffalo'	Juniper	5 Gal.	Evergreen Shrub	18" ht.
b	23	Euonymus alatus 'compactus'	Dwarf Burning Bush	2-3"	Deciduous Shrub	4ht.
c	4	Rhus aromatic 'Gro-Low'	Gro-Low Fragrant Sumac	18-24"	Deciduous Shrub	3'ht.
aa	83	Miscanthus sinensis 'Morning Light'	Maiden Grass	1 Gal.	Ornamental Grass	40-60" ht.
bb	50	Sporobolus heterolepis	Prairie Drop Seed	1 Gal.	Ornamental Grass	30-36" ht.
	424	sf ground cover	cell pack			

NOTE:
All landscape areas, including islands, shall be provided with mechanical, inground irrigation system
Greenspace equals 24.0%

8/1/07 Revise Site 8



loomisAssociates
707 Spirit 40 Park Drive, Suite 135
Chesterfield, Missouri 63005-1194
636.519-8668 Fax: 636.519-0797

CLIENT: T.L. Consultants
PROJECT:
#14898 Clayton Rd. Phillips Site
Chesterfield, Missouri
Date: 11-21-05 Drawn By: BD Checked By: DD Job Number: 868.001

Revisions:

Date	Description	No.
1/27/06	City Comments	1
3/28/06	Added Landscape	2
4/10/06	Revised Plan	3
4/27/06	Revised Plan	4
6/05/06	Revised Plan	5
8/22/06	City Comments	6
9/13/06	Revised Plan	7

SHEET TITLE:
Conceptual Landscape Plan
SHEET NUMBER:
1 OF 1