

PRELIMINARY FUNDING AGREEMENT

This **PRELIMINARY FUNDING AGREEMENT** (this “*Agreement*”) is made and entered into as of the ____ day of _____, 2021, by and between the **CITY OF CHESTERFIELD, MISSOURI** (the “*City*”) and **Wildhorse Village, LP** (the “*Company*”).

RECITALS

- A. The Company owns a portion of the property that is the subject of redevelopment efforts, with the total property to be redeveloped as described and outlined on Exhibit A attached hereto and incorporated herein (the “*Development Area*”).
- B. The Company (along with other owners located within the Development Area) has advised the City that the costs of redeveloping the Development Area will be extraordinarily high due to the public infrastructure improvements required to be made within the Development Area, and, to make the development of the Development Area financially feasible, the Company has requested that the City consider one or more economic development tools (collectively, the “*Economic Development Tools*”) to be utilized within the Development Area to offset the cost of the contemplated public infrastructure improvements.
- C. In order for the City to fully consider and evaluate the appropriate Economic Development Tools available for the Development Area, the City has requested the Company deposit funds with the City to be used by the City to pay for the City’s actual out-of-pocket expenses necessary to perform a full evaluation of the potential Economic Development Tools and engage consultants as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Advance of Funds.

On or before _____, 2021, the Company shall deposit Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) (the “*Preliminary Funds*”) with the City to be used in connection with the City’s consideration of the potential use of certain Economic Development Tools in the Development Area. The City shall use the Preliminary Funds to pay or reimburse the City for payment of actual out-of-pocket costs and expenses incurred by the City for services provided by such consultants and advisors (including, but not limited to, attorneys, planners, and financial consultants) associated with the City’s review of certain Economic Development Tools and the City’s consideration and implementation thereof, including, preparation, drafting and review of any ordinances, statutory notices, redevelopment plan and other related documents, the review of redevelopment proposals, redevelopment projects, public infrastructure projects and other work that may be undertaken in connection with using the Economic Development Tools, and for expenses incurred by the City (such as mailing, publication and similar costs) in connection with the foregoing. The parties acknowledge that such amount is a substantial sum and agree to use their best efforts to work together to reduce the total costs to be paid out of the Preliminary Funds.

2. Disbursement.

Subject to this Agreement, the City shall disburse the Funds (as defined herein) for fees and expenses incurred or to reimburse the City for fees and expenses previously paid by the City upon receipt of (a) invoices for work reasonably and actually performed by consultants and advisors, (b) detailed

invoices and/or line-item receipts for out-of-pocket expenses incurred by such parties or the City for the planning, legal and financial work described in this Agreement, and (c) such other supporting documentation as may be requested by the City. The City Administrator of the City will use reasonable care in ascertaining that the fees and expenses paid from the Funds are fair and reasonable.

3. Copies of Disbursement Requests.

The Company may request copies of all disbursement records (as maintained pursuant to Section 2 above) detailing costs paid from the Funds. If the Company has questions regarding any disbursement records, the Company shall direct such questions in writing to the City Administrator within thirty (30) days of the Company's receipt of the requested disbursement records; thereafter, the City and Company shall in good faith attempt to resolve any questions so raised as soon as reasonably possible, and to the extent necessary, communicate or negotiate with the appropriate third party submitting the payment request in order to do so.

4. Consideration of Economic Development Tools.

The parties acknowledge and agree that the ultimate determination, use, and approval of the appropriate Economic Development Tools is in the sole discretion of the Mayor and City Council.

5. Company's Right of Termination.

The Company may terminate this Agreement at any time prior to the implementation of any of the Economic Development Tools in its sole discretion upon giving the City ten (10) days' prior written notice; whereupon ten (10) days following the Company's delivery of said notice this Agreement shall be deemed terminated. Upon receipt of such notice, the City will cease incurring expenditures under this Agreement as soon as reasonably possible. The City shall pay to the Company, within sixty (60) days after the Company delivers notice of its termination under this Section, all Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed through the date of termination.

6. City's Right of Termination.

The City may terminate this Agreement upon giving the Company thirty (30) days' prior written notice if the initial Preliminary Funds advanced hereunder have been spent and the Company does not provide additional Preliminary Funds to the City prior to the expiration of such thirty (30) day notice period. Upon giving such notice under this Section, the City shall cease incurring expenditures under this Agreement. The City shall pay to the Company, within sixty (60) days after the City delivers notice of its termination of this Agreement under this Section, all Preliminary Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed by the City or its consultants, as specified in Section 1 hereof, through the date of termination.

7. Excess Funds; Expenses Incurred by the City in Excess of the Funds.

If the City does not expend all the Funds as provided herein, the City shall immediately return the remainder to the Company. Further, if the parties enter into a development agreement for the Development Area, the development agreement shall provide for the disbursement of any remaining Preliminary Funds in the manner specified in the development agreement.

In the event that the City incurs costs in reviewing any documents or applications in connection with the potential use of any Economic Development Tools for the Development Area in excess of the amount of the Preliminary Funds, the Company will pay such excess amount to the City within ten (10) days of the City's written request (the "***Additional Funds***" and together with the Preliminary Funds, the "***Funds***"). All costs advanced by the Company to the City, whether the Preliminary Funds or the Additional Funds, to the extent permissible under applicable law, shall be reimbursable to Company pursuant to any redevelopment agreement or other documents executed by the Company in connection with the Company's proposed development of the Development Area.

8. No Third-Party Beneficiaries.

This Agreement constitutes a contract solely between the City and the Company. No third party has any beneficial interest in or derived from this Agreement.

9. Notices.

All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given and received when (i) hand delivered, (ii) mailed by registered or certified mail, postage prepaid, or (iii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

If to the City:

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

With a copy to:

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

If to the Company:

Wildhorse Village, LP
7800 Forsyth Blvd.
Clayton, MO 63105
Attention: Jeffrey J. Tegethoff

With copy to:

Husch Blackwell
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David G. Richardson

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other. All such notices or other communications shall be deemed given upon receipt or refusal of service. Attorneys for each party shall be authorized to give and receive notices for each such party.

10. City Requirements and Prior Approval.

The Company agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Development Area. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Company must comply and does not in any way constitute prior approval of any future proposal for development, any public infrastructure project or the use of any Economic Development Tools. The parties understand that the City may not lawfully contract away its police powers and that approval of any Economic Development Tools and any zoning, subdivision and similar development application cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider any potential Economic Development Tools with respect to development of Development Area.

11. Limitation of Liability.

Notwithstanding any provision hereof to the contrary, the City and its officials, officers, agents, employees and representatives shall not be liable to the Company for damages or otherwise if this Agreement or any prospective adoption or implementation of any Economic Development Tools is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction (as to which all rights of appeal have expired or have been exhausted), and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Company is prevented from enjoying the rights and privileges contemplated hereunder.

12. Miscellaneous.

a. Severability. If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

b. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

c. Representations and Warranties. The Company and the City each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be, (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

d. Assignment. This Agreement may not be assigned by either party without the written consent of the other.

e. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

f. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

g. Execution in Counterparts; Electronic Transmission. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The City and the Company agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

h. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City of Chesterfield, Missouri has caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: Bob Nations
Title: Mayor

IN WITNESS WHEREOF, the Company has caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

WILHORSE VILLAGE, LP

By: Wildhorse Village GP, LLC, its General Partner

By: _____
Name: Jeffrey J. Tegethoff, Manager

A tract of land being part of U.S. Surveys 123, 415, and 2031, in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of 405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.35 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.72 feet and a chord which bears North 13 degrees 54 minutes 00 seconds West, 816.57 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, to the south right of way line of Wild Horse Creek Road, variable width; thence the following courses and distances along the said south right of way line: North 06 degrees 01 minute 10 seconds East, 2.05 feet to a curve to the left having a radius of 87.40 feet; along said curve an arc distance of 149.76 feet and a chord which bears North 40 degrees 14 minutes 16 seconds West, 132.10 feet; North 00 degrees 40 minutes 26 seconds East, 6.00 feet to a curve to the left having a radius of 919.00 feet; along said curve to the left an arc distance of 150.37 feet and a chord which bears South 85 degrees 59 minutes 10 seconds West, 150.20 feet; and South 81 degrees 17 minutes 55 seconds West, 122.55 feet; thence crossing said Wild Horse Creek Road, North 08 degrees 42 minutes 05 seconds West, 72.38 feet, to the north right of way line of Wild Horse Creek Road; thence the following courses and distances along said north right of way line: North 81 degrees 17 minutes 55 seconds East, 122.61 feet to a curve to the right having a radius of 991.00 feet; along said curve to the right an arc distance of 372.90 feet and a chord which bears South 87 degrees 51 minutes 46 seconds East, 370.70 feet; North 11 degrees 05 minutes 08 seconds East, 5.05 feet to a non-tangential curve to the left having a radius of 914.00 feet; thence along said curve an arc distance of 540.56 feet and a chord which bears North 85 degrees 59 minutes 11 seconds East, 532.72 feet to a point of reverse curve having a radius of 996.00 feet; along said curve an arc distance of 10.29 feet and a chord which bears North 69 degrees 34 minutes 43 seconds East, 10.29 feet; South 00 degrees 03 minutes 27 seconds West, 5.31 feet to a non-tangential curve to the right having a radius of 991.00 feet; along said curve an arc distance of 239.69 feet and a chord which bears North 76 degrees 27 minutes 35 seconds East, 239.11 feet; North 33 degrees 41 minutes 53 seconds East, 44.54 feet; and North 86 degrees 57 minutes 16 seconds East, 5.00 feet to the west right of way line of Chesterfield Airport Road, 60.00 feet wide; thence North 03 degrees 02 minutes 44 seconds West, along said right of way line, 22.40 feet; thence crossing said Chesterfield Airport Road, North 50 degrees 23 minutes 25 seconds East, 78.61 feet, to the east right of way line of said Chesterfield Airport road, said point being on a curve to the left having a radius of 94.50 feet; thence with said east right of way line, along said curve an arc distance of 130.28 feet and a chord which bears South 46 degrees 57 minutes 03 seconds East, 120.21 feet, to the north right of way line of said Wild Horse Creek Road; thence the following courses and distances along said north right of way line: South 03

degrees 33 minutes 12 seconds West, 10.67 feet to a non-tangential curve to the right having a radius of 1,003.00 feet; along said curve an arc distance of 102.42 feet and a chord which bears South 83 degrees 30 minutes 02 seconds East, 102.38 feet to a point of compound curve having a radius of 992.54 feet; along said curve an arc distance of 125.98 feet and a chord which bears South 71 degrees 30 minutes 38 seconds East, 125.90 feet to a point of compound curve having a radius of 991.00 feet; along said curve to the right an arc distance of 95.50 feet and a chord which bears South 62 degrees 26 minutes 35 seconds East, 95.76 feet to its intersection with the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet and South 40 degrees 19 minutes 34 seconds West, 105.00 feet; thence South 62 degrees 38 minutes 49 seconds East, 102.65 feet to the westernmost corner of Adjusted Lot 1 of the Boundary Adjustment Plat of Lots C140 and C144 as recorded in Plat Book 367, Page 448 of said records, said point also being located on the northern right-of-way line of Wild Horse Creek Road, variable width; thence along said right-of-way line the following courses and distances: South 17 degrees 59 minutes 06 seconds East, 139.51 feet to a curve to the left having a radius of 1,859.86 feet; along said curve an arc distance of 117.66 feet and a chord which bears South 56 degrees 34 minutes 00 seconds East, 117.64 feet; South 58 degrees 22 minutes 44 seconds East, 163.68 feet to a curve to the left having a radius of 1,859.86 feet; along said curve an arc distance of 55.96 feet and a chord which bears South 59 degrees 14 minutes 28 seconds East, 55.96 feet and North 77 degrees 45 minutes 51 seconds East, 110.86 feet to the north line of Chesterfield Parkway West, variable width; thence along said right of way line, North 37 degrees 01 minute 50 seconds East, 59.27 feet; thence departing said right of way line, South 68 degrees 38 minutes 05 seconds East, 167.57 feet, and South 21 degrees 21 minutes 55 seconds West, 246.08 feet to the intersection of the east right of way line of Chesterfield Parkway West, 73.00 feet wide; south right of way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following; South 69 degrees 05 minutes 52 seconds East, 32.21 feet and South 59 degrees 27 minutes 48 seconds East, 11.64 feet to the northwest corner of a tract of land as conveyed to First Baptist Church of Chesterfield by instrument recorded in Book 5232, Page 199 of said records; thence along the west, south and east lines of said church tract the following

courses and distances: South 34 degrees 10 minutes 02 seconds West, 180.51 feet; South 55 degrees 54 minutes 37 seconds East, 137.63 feet; North 34 degrees 58 minutes 34 seconds East, 43.04 feet North 15 degrees 04 minutes 51 seconds East, 47.83 feet and North 35 degrees 04 minutes 38 seconds East, 82.29 feet to the south right-of-way line of above said Chesterfield Airport Road: thence along said right-of-way line the following: North 34 degrees 05 minutes 45 seconds East, 186.34 feet; South 33 degrees 54 minutes 49 seconds East, 389.69 feet; South 33 degrees 53 minutes 15 seconds East, 59.77 feet and South 33 degrees 55 minutes 45 seconds East, 82.93 feet to a curve to the left having a radius of 2914.93 feet; along said curve with an arc length of 12.29 feet and a chord which bears South 34 degrees 02 minutes 52 seconds East, 12.29 feet; South 55 degrees 50 minutes 01 seconds West, 15.03 feet to the beginning of a curve to the left having a radius of 2929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to a curve to the left having a radius of 2914.93 feet; along said curve with an arc length of 539.15 feet and a chord which bears South 39 degrees 52 minutes 02 seconds East, 538.38 feet; South 44 degrees 50 minutes 3 seconds West, 10.00 feet to a curve to the left having a radius of 2924.93 feet; along said curve with an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 57 seconds East, 297.66 feet; South 33 degrees 46 minutes 27 seconds East, 104.87 feet; South 49 degrees 20 minutes 14 seconds East, 99.00 feet; South 58 degrees 35 minutes 13 seconds East, 15.00 feet; North 10 degrees 39 minutes 6 seconds East, 54.56 feet to a curve to the left having a radius of 2914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 54 seconds East, 54.29 feet; South 37 degrees 50 minutes 04 seconds East, 51.79 feet and South 57 degrees 8 minutes 21 seconds East, 104.82 feet to the northwest corner of a tract of land as conveyed to Chesterfield Center Corporation, by instrument recorded in Book 7229, Page 2111 of said records; thence along the northwest lines of said Chesterfield Center Corporation tract; South 32 degrees 51 minutes 39 seconds West, 32.53 feet and South 50 degrees 54 minutes 48 seconds West, 245.99 feet to the western line of said Chesterfield Center Corporation tract also being the eastern line of Chesterfield Center; thence the eastern and northern lines of said Chesterfield Center the following courses and distances: along a curve to the right having a radius of 515.00 feet with an arc length of 246.78 feet and a chord which bears South 27 degrees 54 minutes 13 seconds East, 244.43 feet; South 12 degrees 27 minutes 28 seconds East, 500.92 feet; South 56 degrees 32 minutes 57 seconds East, 43.09 feet to a curve to the right having a radius of 473.00 feet and along said curve with an arc length of 155.21 feet and a chord which bears South 89 degrees 38 minutes 56 seconds East, 150.56 feet to the west right-of-way line of Clarkson Road, variable width; thence along said right-of-way line, South 12 degrees 32 minutes 13 seconds West, 100.14 feet to the southern line of Chesterfield Center, said point also being located on a curve to the left having a radius of 373.00 feet; along said curve with an arc length of 107.58 feet and a chord which bears North 89 degrees 38 minutes 56 seconds West, 107.21 feet; thence continuing along the eastern line of said Chesterfield Center the following courses and distances: South 33 degrees 41 minutes 41 seconds West, 41.56 feet; South 12 degrees 27 minutes 28 seconds East, 185.74 feet and South 12 degrees 27 minutes 28 seconds East, 157.26 feet to the west right-of-way line of above said Clarkson Road; thence along said west right-of-way line the following courses and distances: South 34 degrees 26 minutes 46 seconds West, 43.00 feet; South 23 degrees 32 minutes 27 seconds West, 181.60 feet; South 31 degrees 07

minutes 33 seconds West, 155.00 feet; South 31 degrees 07 minutes 33 seconds West, 207.00 feet; South 31 degrees 07 minutes 33 seconds West, 466.33 feet and South 85 degrees 40 minutes 34 seconds West, 26.89 feet to the north right-of-way line of West Chesterfield Parkway, variable width, said point also being located on a curve to the left having a radius of 1060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 50 minutes 32 seconds West, 332.74 feet; North 82 degrees 52 minutes 15 seconds West, 126.21 feet; North 82 degrees 52 minutes 51 seconds West, 37.73 feet; South 86 degrees 44 minutes 25 seconds West, 35.95 feet to the west line of a tract of land as conveyed to Bishops Landing LLC by instrument recorded in Book 24512, Page 1009 of said records; thence along the west line of said Bishops Landing LLC tract, North 02 degrees 24 minutes 16 seconds East, 153.50 feet to the southern right-of-way line of above said Chesterfield Center; thence along said right-of-way line the following courses and distances: North 52 degrees 55 minutes 44 seconds West, 209.00 feet; North 52 degrees 55 minutes 44 seconds West, 628.00 feet; North 18 degrees 15 minutes 44 seconds West, 305.01 feet; thence North 64 degrees 15 minutes 19 seconds West, 41.67 feet to a curve to the left having a radius of 432.37 feet; along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 41 minutes 27 seconds West, 106.62 feet to the beginning of a curve to the left having a radius of 338.26 feet; along said curve with an arc length of 254.23 feet and a chord which bears South 73 degrees 45 minutes 20 seconds West, 248.28 feet and North 84 degrees 41 minutes 22 seconds West, 14.47 feet to the east right-of-way line of above said Chesterfield Parkway West; thence along said right-of-way line the following courses and distances: along a curve to the right having a radius of 763.00 feet, with an arc length of 37.52 feet and a chord which bears North 03 degrees 53 minutes 50 seconds East, 37.51 feet; North 06 degrees 42 minutes 12 seconds East, 37.51 feet to a curve to the right having a radius of 763.00 feet, with an arc length of 45.90 feet and a chord which bears North 10 degrees 03 minutes 54 seconds East, 45.90 feet; North 11 degrees 33 minutes 38 seconds East, 735.22 feet to a point of curvature to the left having a radius of 3,036.50 feet and an arc length of 79.87 feet and a chord which bears North 10 degrees 48 minutes 25 seconds East, 79.87 feet and North 10 degrees 3 minutes 12 seconds East, 223.81 feet; thence crossing said Chesterfield Parkway West, North 79 degrees 56 minutes 48 seconds West, 73.00 feet, to the west right of way line of said Chesterfield Parkway West; thence the following courses and distances along said west right of way line: North 10 degrees 03 minutes 12 seconds East, 22.45 feet; North 35 degrees 08 minutes 35 seconds West, 35.20 feet; North 80 degrees 08 minutes 45 seconds West, 15.00 feet; and North 10 degrees 01 minute 02 seconds East, 3.50 feet to the south right of way line of above said Burkhardt Place being on a curve to the right having a radius of 330.23 feet; thence the following courses and distances along said right of way line and its extension across intersecting streets: along said curve to the right an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a point of compound curvature having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 9,744,343 square feet or 223.699 acres, more or less. According to calculations performed by Stock and Associates in April 2021.