



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

Planning Commission Vote Report

Meeting Date: March 11th, 2024

From: Alyssa Ahner, Planner

Location: 530 & 550 N. Eatherton Rd.

Description: P.Z. 01-2024 Carshield F.C. (Stock & Associates): An ordinance amendment to add an additional 16.32-acre tract land zoned "NU" Non-Urban District to an existing 16.58-acre tract of land zoned "PI" Planned Industrial District and modify development criteria.

PROPOSAL SUMMARY

Stock & Associates Consulting Engineers Inc., on behalf of Carshield F.C., has submitted an ordinance amendment to add an additional 16.32-acre tract land zoned "NU" Non-Urban District to an existing 16.58-acre tract of land zoned "PI" Planned Industrial District and modify development criteria for a proposed indoor/outdoor athletic facility with accessory uses.



Figure 1: Subject Site

HISTORY OF SUBJECT SITE

Pre-1988: Subject site was zoned “NU” Non-Urban.

2022: Subject site was rezoned from “NU” Non-Urban to “PI” Planned Industrial under governing [Ordinance 3197](#). A Site Development Plan subsequently followed the rezoning to allow an office/warehouse. The application was later withdrawn in August of that year.

2023: Subject site rezoned from an existing “PI” Planned Industrial District to a new “PI” Planned Industrial District under governing [Ordinance 3258](#) to permit new uses and modify development criteria for a proposed athletic facility.

ZONING & LAND USE

The subject site is currently zoned “PI” Planned Industrial under governing [Ordinance 3258](#) and the land is designated as “Industrial” in the Comprehensive Plan.

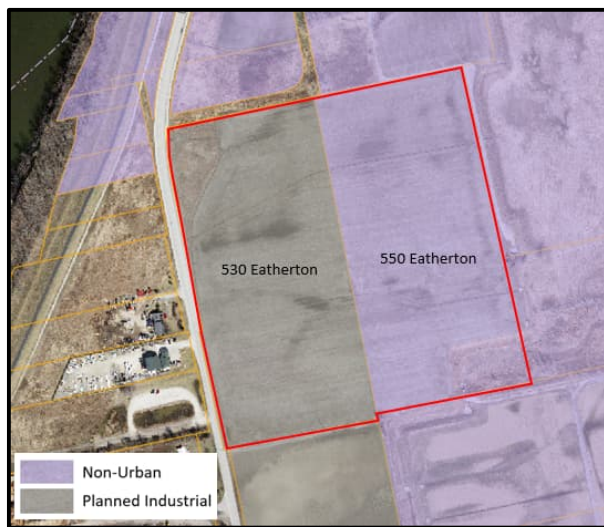


Figure 2: Zoning Map

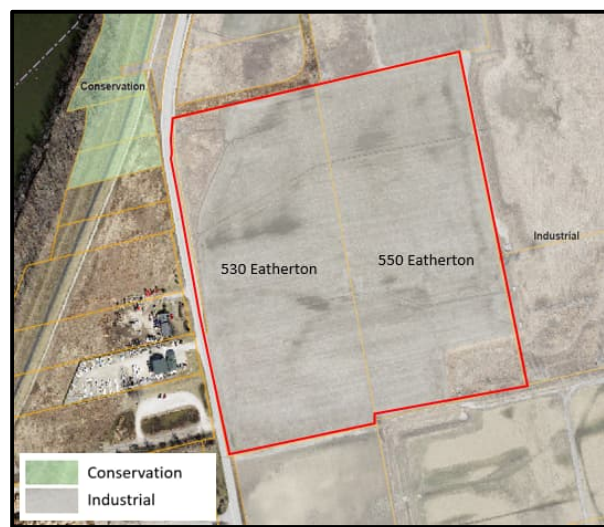


Figure 3: Land Use Map

Direction	Zoning	Land Use
North	“NU”— Non-Urban	Undeveloped (Agriculture)
South	“PI”— Planned Industrial	Undeveloped (Agriculture)
East	“NU”— Non-Urban	Undeveloped (Agriculture)
West	City of Wildwood	Undeveloped/Landscape Operation

COMPREHENSIVE PLAN - Industrial

The City of Chesterfield provides a character description of this area: “*Conventional industrial park and associated activity involving an airport. These areas generally support manufacturing and production uses, including warehousing, distribution, light manufacturing, airport support businesses, and assembly operations. They are found in close proximity to major transportation corridors (i.e., highways and airports) and are generally buffered from surrounding development by transitional uses or landscaped areas that shield the view of structures, loading docks, or outdoor storage from adjacent properties*”.

Industrial areas have the following Development Policies:

- Limit curb cuts on arterial streets, and where possible concentrate access at shared entrance points
- Primary entrance points should be aligned with access points immediately across the street

- Connectivity may vary as industrial parks may have low connectivity due to dead ends and lack of connection to adjacent areas
- Landscape buffering should be utilized between roadways to screen areas of surface parking
- Residential projects should be limited to areas outside of the Chesterfield Valley

UNIFIED DEVELOPMENT CODE - *Planned Industrial District*

The regulations of the PI District offer a method for the industrial and selected commercial development of land in the City of Chesterfield that allows flexibility in applying certain zoning standards. The requirements of this Section are designed to offset the impact of changes in development standards allowed through these provisions. The PI District regulations should have the following outcomes:

- Ensure consistency with the Comprehensive Plan;
- Promote building styles and architectural styles that complement one another, as well as the surrounding area;
- Promote more efficient use of land;
- Incorporate site features, such as topography, views, vegetation, water features, and other factors into the design so they become assets to the development;
- Promote the most efficient arrangement of circulation systems, land use, and buildings;
- Promote environmentally sensitive developments; and
- Allow development, under a specifically approved design concept and site plan.

STAFF ANALYSIS

The applicant is proposing combining 530 N. Eatherton (16.58 acres zoned "PI") and 550 N. Eatherton (16.32 acres zoned "NU") into one "PI" Planned Industrial District. The properties would share the majority of development criteria that was approved via Ordinance 3258 for 530 N. Eatherton in 2023. The applicant is proposing one modification to the existing development criteria which is revising the allowable maximum building height from forty (40) feet to sixty (60) feet. The permitted uses, floor area ratio, building/parking setbacks, and openspace requirements would all remain the same.

It should be noted that the governing ordinance for 530 N. Eatherton currently allows a maximum lighting pole height of seventy (70) feet. If approved, the seventy (70) foot lighting pole height would also apply to 550 N. Eatherton. The applicant has received conceptual approval from the Spirit of St. Louis Airport and the lighting would continue to be evaluated during the Site Development Plan review process which would follow the rezoning.

The preliminary development plan (PDP) for the 2023 zoning of 530 N. Eatherton depicted three (3) curb cuts on Eatherton Road. The access located furthest north, which was driven by Monarch Fire, did not meet the City's access management standards and was to be gated for emergency access only. With the potential acquisition of the 16-acres to the east of 530 N. Eatherton, the access located furthest north is no longer critical to the development. The attached PDP for the entirety of the 32-acres depicts two curb cuts on Eatherton Road – both of which meet both St. Louis County's and the City's access management standards.

Lastly, the traffic impact on Eatherton was main topic of discussion during the previous rezoning. The proposed ordinance amendment, if approved, would continue to include language that allows the City and/or the County to request a traffic impact study. The traffic impact study would and will be required by the City during the Site Development Plan review process should the development move forward.

PRELIMINARY DEVELOPMENT PLAN

A zoning map amendment to a planned district requires a Preliminary Development Plan which has been included in the Planning Commission packet. Proposed developments depicted on a Preliminary Development Plan are subject to further review during the Site Development Plan review process.

PUBLIC HEARING

A Public Hearing was held on February 12th, 2024 at which time the Planning Commission discussed the proposed request. The increase in building height from forty (40) to sixty (60) feet was questioned. A representative explained that this is due to the increased width and depth of proposed larger building thus requiring a greater pitch.

The traffic impact on Eatherton was also discussed. The representative confirmed that a traffic impact study is currently underway and will be provided during the Site Development Plan review process. It was also mentioned that roadway improvements include a three (3) lane section of road and a continuous left-turn lane into the site.

Lastly, additional information was requested on the proposed lighting standard and trash enclosure locations. These items are reviewed in greater depth during the Site Development Plan review process; however, the applicant has since provided a response letter addressing these items. This letter may be found attached.

Attachments:

- 1) Issues Response Letter
- 2) Applicant's Submittal Packet

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this "PI" Planned Industrial District shall be:
 - a. Athletic courts and fields
 - b. Gymnasium
 - c. Industrial sales, service, and storage
 - d. Mail order sales warehouse
 - e. Office, general
 - f. Plumbing, electrical, air conditioning, and heating equipment sales, warehousing and repair facility
 - g. Professional and technical service facility
 - h. Recreation facility
 - i. Warehouse, general
2. Hours of Operation.
 - a. Hours of operation for this "PI" District shall not be restricted.
 - b. Hours of operation for any lighting source for a recreation facility shall adhere to the Lighting Standards of the City of Chesterfield Code.
3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed 60 feet.

2. Building Requirements

- a. A minimum of 35% openspace is required for each lot within this development.
- b. This development shall have a maximum F.A.R. of fifty-five hundredths (0.55).

C. SETBACKS

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, or flag pole will be located within the following setbacks:

- a. Thirty-five (35) feet from the right-of-way of Eatherton Road.
- b. Thirty (30) feet from the rear yard.
- c. Twelve (12) feet from the side yard.

2. Parking Setbacks

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

- a. Twenty-five (25) feet from the right-of-way of Eatherton Road.
- b. Twenty-five (25) feet from the rear yard.
- c. Ten (10) feet from the side yard.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.
3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code, with the exception of 25' landscape buffer shall be provided along Eatherton Road.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the City of Chesterfield/St. Louis County Department of Transportation for sight distance consideration and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. The mounting height of all light standards shall not exceed seventy (70) feet and is subject to Spirit of St. Louis Airport approval.

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall substantially conform to the Preliminary Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and St. Louis County Department of Transportation.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and St. Louis County Department of Transportation. Delays due

to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

2. 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 Transportation. No gate installation will be permitted on public right-of-way.
3. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along the Eatherton Road frontage of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within the Eatherton Road right-of-way, if permitted by St. Louis County or on private property within a 6-foot-wide sidewalk, public access and utility easement dedicated to the City. The sidewalk shall be maintained by the property owner.
4. Provide sidewalk connections from the required 5-foot-wide sidewalk along Eatherton Road to internal sidewalks and/or pedestrian paths.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.

L. POWER OF REVIEW

1. The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
3. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
4. Provide stormwater management facilities as required by the City of

Chesterfield, the Metropolitan St. Louis Sewer District, and the Monarch-Chesterfield Levee District. The location and types of storm water management facilities shall be identified on all Site Development Plans.

N. SANITARY SEWER

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

O. GEOTECHNICAL REPORT

1. Prior to Site Development Plan approval, provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the Department of Public Services. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

The Site Development Plan shall include, but not be limited to, the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.

6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is a separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and St. Louis County Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan St. Louis Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

1. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the City of Chesterfield. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield. This contribution shall be established by the City of Chesterfield Trust Fund Rate Schedule.
2. The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
3. Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.
4. The amount of all required contributions for storm water and primary water line improvements, if not submitted by January 1, 2024, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the St. Louis County Department of Transportation.

5. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$1,060.35 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contribution shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made before St. Louis County approval of the Site Development Plan or Concept Plan unless otherwise directed by the St. Louis County Department of Transportation. Funds shall be payable to Treasurer, St. Louis County/City of Chesterfield.

6. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by St. Louis County and the Metropolitan St. Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,364.25 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made prior to

the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, St. Louis County/City of Chesterfield.

7. SANITARY SEWER

The sanitary sewer contribution is collected as the Caulk Creek impact fee.

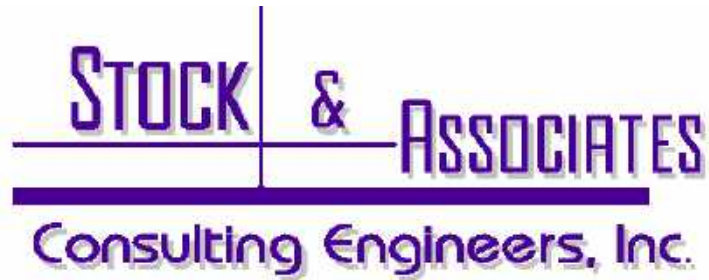
The sanitary sewer contribution within Chesterfield Valley area shall be deposited with the Metropolitan St. Louis Sewer District as required by the District.

IV. RECORDING

1. Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

V. ENFORCEMENT

1. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
2. 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.
3. 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.
4. Waiver of Notice of Violation per the City of Chesterfield Code.
5. This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.



February 28th, 2024

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017-0760

Attention: Ms. Alyssa Ahner – Planner

**Re: P.Z. 01-2024 Carshield F.C.
Stock Project No. (222-7301.2)**

Ms. Ahner:

The following responses are in reference to a review letter from your office dated February 23, 2024.

PUBLIC HEARING COMMENTS

1. Provide a response detailing the plans for field lighting and/or depict conceptual locations of any proposed light poles. The lighting pole location and photometric plan will continue to be further reviewed during the Site Development Plan process by both the City and the Spirit of St. Louis Airport.

Response: Conceptual field light pole locations for each field shown and labeled on revised Preliminary Development Plan. Light pole locations to be confirmed with detailed photometric design and coordinated with City of Chesterfield and Spirit of St. Louis Airport.

2. Provide a response detailing plans for trash enclosures and/or depict conceptual locations of any additional proposed trash enclosures. The trash enclosure locations and design will continue to be further reviewed during the Site Development Plan process.

Response: Conceptual trash enclosure location as a placeholder. As the review process moves forward we will work with the Owner and Architect to confirm the appropriate trash enclosure number, size and location for operation of the proposed facility.

Please contact our office with any questions regarding the above information.

Thank you,

Jacob Buening

Jacob Buening, P.E.
Senior Associate

February 28, 2024
CARSHIELD F.C.

CC: Mr. George M. Stock, P.E. - President
Mr. Tim Stock, - Vice-President
Mr. Dustin English, Carshield F.C. (via email)
Mr. Nick Hamilton, Carshield F.C. (via email)
Mr. Bill Hardie, Keystone (via email)



PROJECT NARRATIVE

Ordinance Amendment Request – 530 & 550 Eatherton Road

Date: January 10, 2024 – Revised: February 28, 2024

(Stock Project No. 222-7301.2)

On behalf of the property owner under contract, Carshield F.C., Stock & Associates Consulting Engineers Inc. respectfully requests the City of Chesterfield’s consideration in Ordinance Amendment for a ±16.58 acre tract of land located at 530 Eatherton Road zoned “PI” Planned Industrial District (City of Chesterfield Ord. 3258) for the addition of a ±16.32 acre tract of land located at 550 Eatherton Road. The existing site is currently undeveloped. The existing site is currently governed by Ordinance #3258, which has a minimum required open space of 35.0%, max height of 40.0 feet and a floor area ratio of 0.55. The proposed design criteria request is to retain the current floor area ratio, openspace and setback requirements, but modify the building height requirements. The City’s Comprehensive Plan designates this site as well as the adjacent properties to the North, South, and East as “Industrial. We respectfully request the City’s consideration of this item.

Carshield F.C. intends to develop three (3) outdoor athletic fields, including lighting. In addition, an indoor facility with four (4) fields, two (2) ice rinks, classrooms, restaurant/bar, pro shop with retail sales and offices. Remote concessions, restrooms and outdoor stage (for awards) will be included.

Design Criteria Request:

Floor Area, Height, and Building Requirements:

1. Height
 - a. The maximum height for all buildings and structures shall be sixty (60.0) feet.
2. Density
 - a. Maximum floor area ratio (F.A.R.) of fifty-five hundredths (0.55)
 - b. Open Space: a minimum open space of thirty percent (35%) for this PI District

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. Thirty-five (35) feet front yard (from Eatherton Road right-of-way)

257 Chesterfield Business Parkway, St. Louis, MO 63005
636.530.9100 – Main | 636.530.9130 – Fax
www.stockassoc.com | general@stockassoc.com

February 28, 2024

PROJECT NARRATIVE – ORDINANCE AMENDMENT REQUEST

Page 2

- b. Thirty (30) feet rear yard
 - c. Twelve (12) feet side yard
- 2. Parking Setbacks
No parking stall, loading space, internal driveway, or roadway, except points of ingress and egress, will be located within the following setbacks:
 - a. Twenty-five (25) feet front yard (from Eatherton Road right-of-way)
 - b. Twenty-five (25) feet rear yard
 - c. Ten (10) feet side yard
- 3. Tree Preservation / Tree Stand Delineation
 - a. The current site use is agricultural and there are no existing trees to preserve. The proposed landscaping will be designed in accordance with the City of Chesterfield zoning ordinance.
- 4. Site Lighting
 - a. Parking Lot Lighting Height = 20' maximum
 - b. Athletic Field Lighting Height = 70' maximum
- 5. Access/Access Management
 - a. The existing 40-foot wide cross-access easement along the southern property line shall be fully vacated with the acquisition of the Burkhardt property (550 N. Eatherton).

This document has legal consequences.
If you do not understand it, consult your attorney.

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01/19



COMMERCIAL SALE CONTRACT For LAND


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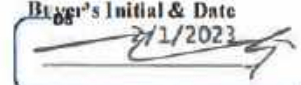
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DS DS Seller's Initial & Date

 DS DS
 2/2/2023 | 9:13 PM CST

File Date (not acceptance date):

Buyer's Initial & Date


**COMMERCIAL SALE CONTRACT
LAND**

1. **PARTIES AND PROPERTY.**

Carshield F.C. or any legal entity formed by the controlling minds/interests of Buyer listed herein ("Buyer") agrees to purchase from Maloney Barbara J Trustee Etal ("Seller") and Seller agrees to sell to buyer the property ("Property") located in the:

County of: St. Louis

City of (if any): Chesterfield, MO 63005

Address of: 530 N. Eatherton Rd.

(Locator #17,W130064) Chesterfield MO 63005

2. **INCLUSIONS AND EXCLUSIONS.**

The Property includes all right, title and interest of Seller in any and all existing improvements, air rights, water rights, mineral rights, crops, trees, shrubbery, rents, profits, royalties, tolls, earnings, leases, tenements, inherited rights, appurtenances, security deposits, easements and rights-of-way as well as all assignable agreements, licenses and permits pertaining to the Property, whether now or hereafter placed or installed on the Property or used in connection with the operation of the Property.

The following additional items are included in the sale: n/a

The following items are excluded from the sale: n/a

3. **PURCHASE PRICE.** Buyer shall pay for the Property as follows:

A. **EARNEST MONEY**

[REDACTED] Dollars [REDACTED]

B. **ADDITIONAL EARNEST MONEY (if any) and Zero/100**

[REDACTED] Dollars

Additional Earnest Money (if any) shall be payable upon waiver or expiration of Buyer's Due Diligence Period or as further specified herein:

C. **CASH DUE AT CLOSING**

[REDACTED] Dollars [REDACTED]

Amount to be paid at Closing ("Cash Due at Closing") (subject to adjustments described herein) in United States funds payable and delivered to Escrow Agent in the form of cashier's check, bank check or wire transfer by Closing:

D. **PURCHASE PRICE**

[REDACTED] Dollars [REDACTED]

Total of A, B and C is D the Purchase price:

Earnest money ("Earnest Money") in the amount set forth herein shall be tendered by Buyer with this Contract in the form of good, United States funds, payable and delivered to the herein identified Escrow Agent ("Escrow Agent")

Escrow Agent: Carter Law Office, LLC / Title Company: A Reputable Title Company

File Date (not acceptance date):

Seller's Initial & Date

Buyer's Initial & Date

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TS
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38 (NOTE: This Commercial Sale Contract assumes that "Escrow Agent" is a title insurance company or agency.)
39 If any Earnest Money check tendered by Buyer is returned for insufficient funds, or otherwise, Seller may promptly terminate
40 this Contract by written notice to Buyer. Escrow Agent shall deposit the Earnest Money promptly upon acceptance of this
41 Contract in an non-interest bearing or interest bearing (select one) account (if interest bearing the account will be insured
42 by the Federal Deposit Insurance Corporation). Interest (if any) shall accrue to the benefit of Buyer.

43 The Purchase Price shall be adjusted (increased or decreased accordingly by the herein referenced square foot or per acre price)
44 upon Closing by either; (a) \$ 1.46 per square foot or (b) \$ 63,778.58 acre as determined by Survey:

45 **4. CLOSING AND CONVEYANCE OF TITLE.**

46 The closing of this sale ("Closing") shall take place 15 CALENDAR DAYS after waiver or expiration of Buyer's Due Diligence
47 Period, no later than 5:00 p.m. or on any other date and time that both parties agree to in writing, at the office of Escrow Agent.
48 (NOTE: Item 8. BUYERS DUE DILIGENCE PERIOD, Paragraph: (o) Extension of Closing Date.)

49 **5. SELLER'S OBLIGATIONS.**

50 (a) Within ten (10) calendar days of acceptance of this Contract between Buyer and Seller (hereafter referred to as the
51 "Effective Date") Seller shall provide Buyer with Originals, or photocopies if originals are not available, of improvement drawings,
52 blueprints, surveys, flood plain maps, plats, deeds, easements, covenants, trustee agreements, flood plain policies, title insurance
53 policies, environmental reports, engineering studies, contractor estimates, accepted bids for work, contractor lien waivers for
54 completed work, all warranties, certificates of occupancy, licenses, permits, correspondence, notices, authorizations and approvals
55 issued by all governmental authorities having jurisdiction over the Property, in Seller's possession.

56 (b) If the Property is Tenant occupied or has other leasehold interests; (1) Within ten (10) calendar day of the Effective Date
57 Seller shall provide Buyer, a "Rent roll", current as of issuance date, including the name of each tenant, the amount of monthly
58 rent payable, the last rent paid date, amount of security deposit held, amount of any prepaid rent and expenses and the
59 commencement and termination dates of each tenancy and originals, or photocopies if originals are not available, of all leases or
60 rental agreements and all contracts or agreements affecting the Property, in Seller's possession, (2) Seller shall promptly submit to
61 all tenants the attached "Tenant Estoppel Certificate" form or Seller's form, that incorporates the following minimum
62 requirements: (a) indicate what rental payment amounts and other payment amounts such as base year or CAM (Common Area
63 Maintenance) payments are due; (b) indicate the lease term expiration date and state option terms such as any option to renew or
64 option to purchase (if any); (c) security deposits or guarantees (if any); (d) a statement there are no defaults of the terms and
65 conditions by either tenant or landlord; (e) amount of any offsets or other obligations of landlord to tenant; (f) and by attached
66 exhibit to the Certificate a true copy of the lease agreement(s), addendums, amendments, written notices to either party or
67 payment notices by landlord; (3) Seller shall copy to Buyer the Estoppel Certificate, correspondence and attachments delivered to
68 the tenant(s). Seller acknowledges that Buyer's contingency time period to review any Tenant Estoppel Certificates may
69 extend the "Closing" due to the lease time period for any Tenant(s) to respond to an Estoppel request.

70 (c) Seller shall promptly execute and deliver when requested the following documents or items to Escrow Agent, Buyer or
71 Buyer's Representatives at the Closing for recording or delivery to Buyer prior to Closing, as appropriate: (1) General Warranty
72 Deed to the Property constituting realty in recordable form; (2) A General Warranty Bill of Sale to those items of the Property
73 constituting personalty, if any, in a form reasonably acceptable to Buyer; (3) An assignment of real Property leases, security
74 deposits, and prepaid rent and expenses (i.e., taxes, insurance, CAM), if any, in a form reasonably acceptable to Buyer, in which
75 Buyer assumes the liability of Seller as Landlord arising after Closing in and to the leases in effect at Closing, together with all
76 security deposits or prepaid rent and expenses held by Seller at Closing; (4) Any keys, security cards or garage door openers in
77 Seller's possession to any part of the Property; (5) Written, notice to tenants under all leases and rental agreements advising of the
78 Closing of the sale to Buyer and directing tenants to pay all future rent and other charges to the Buyer or its designated agent in a
79 form reasonably acceptable to Buyer; (6) Provide evidence of Seller's good standing, authority, related customary documents and
80 instruments as may be reasonably required by the Escrow Agent; (7) A Certification of Non-foreign Status under penalty of
81 perjury, including Seller's United States Taxpayer Identification Number, stating that Seller is not a foreign person; (8) Affidavits,
82 as to rights of parties in possession, mechanics' liens and claims, as may be reasonably required by the Escrow Agent in order to
83 issue Buyer's Owner's Policy of Title Insurance with Mechanic's Lien coverage; (9) The Closing Statement; (10) Any other
84 documents reasonably necessary to consummate the transaction contemplated by this Contract; and (11) Deliver possession of the
85 Property as of Closing subject to any herein permitted tenancy.

Seller's Initial & Date

File Date (not acceptance date):

Buyer's Initial & Date

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86 (d) Buyer shall not be obligated to close hereunder unless: (1) Seller delivers, pays and executes all monies, items and other
87 instruments required to be delivered, paid and/or executed by Seller herein no later than Closing; (2) Seller's Covenants,
88 Representations and Warranties (defined below) are true and correct as of Closing; (3) If improvements or repairs have been
89 performed within six (6) months prior to Closing, Seller shall, furnish reasonable security against mechanic's liens or evidence of
90 payment of bills satisfactory to Escrow Agent to issue mechanics lien coverage to Buyer; (4) Buyer can obtain from Escrow
91 Agent at Closing an Owner's Policy of Title Insurance insuring fee simple title to and ownership of the Property in Buyer in the
92 amount of the Purchase Price on ALTA Form B with exceptions on Schedule B thereof only for the Permitted Exceptions (defined
93 herein) and with the standard exceptions as to rights of parties in possession (except tenants under leases) and mechanics liens
94 deleted ("Buyer's Owners Policy of Title Insurance"); and (5) Seller delivers possession of the Property as of Closing, subject to
95 any herein permitted tenancy.

96 **6. BUYER'S OBLIGATIONS.**

97 (a) Buyer shall execute and/or deliver the following to Escrow Agent at the Closing for recording or delivery to Seller as
98 appropriate: (1) Cash Due at Closing; (2) Buyer's share of the Closing costs, pro-rations and any other expenses provided to be paid
99 by Buyer by this Contract; (3) The Closing Statement; (4) The General Warranty Deed; (5) A Real Property Certificate of Value, as
100 may be required in the city or county in which the Property is located; and (6) Any other documents reasonably necessary to
101 consummate the transaction contemplated by this Contract.

102 (b) Seller shall not be obligated to close hereunder unless: (1) Buyer delivers, pays and executes all monies, items, and any other
103 instruments required to be delivered, paid and/or executed by Buyer herein no later than Closing; and (2) Buyer's Covenants,
104 Representations and Warranties (defined below) are true and correct as of Closing.

105 **7. CLOSING COSTS AND PRORATIONS.**

106 Closing costs and pro-rations are agreed to be paid by the parties as follows:

107 (a) Buyer and Seller shall prorate and adjust between them on the basis of the actual number of days in the year, with Seller to
108 pay expenses and to receive income until midnight the day of Closing, the following: (1) general taxes (based on assessment and
109 rate for current year, if both are available; otherwise based on previous year; (2) subdivision assessments (if any); (3) utility charges
110 which are capable of becoming a lien against the Property; (4) rents, profits, royalties, tolls or earnings arising out of or in
111 connection with the Property ("Income"), provided that no pro-ration shall be made to any Income of which any portion is more
112 than thirty (30) calendar days past due. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing
113 pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any
114 amounts due to Buyer for any time period after Closing.

115 **Note: Who pays for "Title Insurance Premium" must be identified by the appropriate selection per Item 23 herein.**

116 (b) Seller shall pay for (where applicable): (1) title insurance premium for the Owner's Policy of Title Insurance and title company
117 charges (including closing, releasing and escrow fees) and other charges customarily paid by a seller of real estate in the county
118 where the Property is located; (2) existing liens (recorded or unrecorded) and existing loans on the Property; (3) all security deposits
119 or prepaid rent and expenses held by Seller at Closing; (4) municipal or conservation district inspection fee; (5) special taxes and
120 assessments levied before Closing; and (6) Broker's commission or fee as specifically agreed to herein or by prior written
121 agreement.

122 **OR**

123 (c) Buyer shall pay for (where applicable): (1) title insurance premium for the Owner's Policy of Title Insurance and title company
124 charges (including closing, recording and escrow fees) and other charges customarily paid by a buyer of real estate in the county
125 where Property is located; (2) regardless who pays for the Owner's Policy of Title Insurance, Buyer shall pay for any title policy
126 endorsements thereto including but not limited to a Lender's Policy of Title Insurance (if any); (3) hazard insurance premium on the
127 Property from and after Closing; (4) flood insurance premium on the Property from and after Closing, if any; (5) any fees for
128 appraisals or surveys ordered by or for Buyer; (6) any fees for building or environmental studies ordered by or for Buyer; (7) special
129 taxes and assessments levied after Closing; (8) municipal occupancy permit, and (9) Broker's commission or fee as specifically
130 agreed to herein or by prior written agreement.

131 All of the above Closing costs and pro-rations shall be itemized on a closing statement prepared by Escrow Agent and executed
132 by Buyer and Seller at or prior to Closing ("Closing Statement").

DS Seller's Initial & Date
TS [Signature] DS
DS [Signature] DS

File Date (not acceptance date):

Buyer's Initial & Date
[Signature] 2/1/2023

183 Loan Amount (Percent of Purchase Price or Dollar Amount): _____
184 Interest Rate Per Annum (Percent): n/a
185 Amortization Period (Number of Years): n/a
186 Terms of Loan (Number of Years to Balloon Payment): n/a
187 Loan Points and/or Application Fees: n/a
188 Buyer shall apply for a loan within calendar days of: n/a

189 (f) Access and Utilities. Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective
190 Date evidence satisfactory to Buyer concerning access to public roads and the availability of all utilities (water, sewer, natural gas
191 and electricity) to the Property in sufficient size and capacity for Buyer's proposed use and the availability to connect to such
192 utilities at a cost satisfactory to Buyer.

193 (g) Engineering. Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective Date
194 satisfactory soil and subsoil testing reports, land planning and engineering feasibility studies regarding the Property and Buyer's
195 contemplated improvements.

196 (h) Economic Feasibility. Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the
197 Effective Date evidence satisfactory to Buyer concerning the economic feasibility of constructing, developing and operating
198 Buyer's contemplated improvements on the Property.

199 (i) Governmental Approval. Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the
200 Effective Date approval of Buyer's plans and specifications for its proposed improvements to be constructed on the Property by all
201 governmental agencies having jurisdiction to allow the issuance of an unqualified building permit for such improvements upon
202 Buyer's request. Buyer shall use reasonable diligence to promptly apply for and obtain all such approvals.

203 (j) Zoning. Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective Date
204 evidence satisfactory to Buyer that the current zoning classification of the Property will permit the construction of Buyer's
205 contemplated improvements.

206 (k) Rezoning Approval. Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective
207 Date satisfactory rezoning or special use permits for the Property by the governing or judicial authorities to permit the construction
208 and operation of Buyer's contemplated improvements on terms and conditions acceptable to Buyer. In the event rezoning or special
209 use permits are required, Seller hereby appoints Buyer as Seller's agent (to serve without fee) for the purpose of executing and
210 processing before the appropriate governmental authorities, an application or petition for such rezoning or special use permits. In
211 the event such application for rezoning or special use permits has not been finally acted upon by the appropriate governmental or
212 judicial authorities at the time within which this contingency must be satisfied or waived by the Buyer, the date for satisfaction or
213 waiver of this contingency shall be automatically extended to that date which is ten (10) days following a final decision approving
214 or denying such rezoning application, but in no even shall it extend later than 5:00 p.m. _____ calendar days (if blank the default
215 time period will be one year) after the Effective Date.

216 (l) Satisfaction/Waiver of Contingencies. Each of the above contingencies is for the sole and subjective benefit of Buyer.
217 Subject to subparagraphs (e) and (f), if Buyer notifies, in writing, Seller that is has not satisfied or waived each of the above
218 contingencies by 5:00 p.m. on or before the date specified for each, this Contract shall, at the close of business on the applicable
219 date, terminate without further action of the parties, and in such event, all Earnest Money and interest thereon, shall be promptly
220 returned to Buyer. If Buyer fails to notify Seller in writing within the applicable stated period that any contingency has not been
221 satisfied or waived, such contingency shall be deemed satisfied.

222 (m) Seller's Time to Respond. If Buyer does timely notify Seller (within the stated time periods) in writing of Buyer's Title
223 Objections and/or Buyer's Property and Records Objections, Seller has five (5) calendar days from receipt of said notice to either:
224 (a) agree in writing to correct Buyer's Title Objections, and/or Buyer's Property and Records Objections, at Seller's expense, on or
225 before Closing; or (b) refuse to correct some or all of Buyer's Title Objections, and/or Buyer's Property and Records Objections.
226 Failure by Seller to respond in writing within the stated time period shall constitute a refusal to correct all objections of Buyer.

227 (n) Buyer's Time to Respond. In the event Seller refuses to correct any or all of permitted objections of Buyer, Buyer has ten
228 (10) calendar days from the expiration date of the applicable contingency to either: (i) waive Buyer's objections and proceed to
229 Closing hereunder, or (ii) terminate this Contract, whereupon all Earnest Money and interest thereon shall be promptly returned to
230 Buyer.

2/2/2023 | 9:13 PM CST

Seller's Initial & Date

File Date (not acceptance date): _____

Buyer's Initial & Date

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TS [Signature] TMB GMB

[Signature] 2/2/2023

- 231 (n) **Extension of Closing Date.** If Buyer's or Seller's time to respond extends beyond the date set for Closing, the Closing shall
- 232 be automatically extended to the date by which the response must be received by the other party.
- 233 (p) **Buyer's Due Diligence Period.** The period from the Effective Date until the end of the longest contingency period
- 234 described above is referred to in this Contract as the "Buyer's Due Diligence Period".

235 **9. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.**

236 Seller covenants, represents and warrants to Buyer as follows ("Seller's Covenants, Representations and Warranties") which
237 covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the
238 extent that Seller obtains knowledge or notice after the date Seller executes this Contract of any facts or facts which would make
239 any covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Buyer in
240 writing prior to Closing, in which case Buyer shall not be obligated to close hereunder:

- 241 (a) From the Effective Date until Closing, Seller shall not execute any leases or contracts affecting the Property which shall be
- 242 binding on the Property or Buyer after Closing without the prior written consent of Buyer; (b) From the Effective Date until
- 243 Closing, Seller shall maintain the Property in the same condition existing as of the Effective Date; ordinary wear and tear and
- 244 casualty excepted and shall be broom clean with all personal property removed upon closing. Seller shall pay on a timely basis all
- 245 bills and discharge all of Seller's obligations arising from ownership, operation, management, repair and maintenance of the
- 246 Property as payments become due; (c) Seller is the owner in fee simple of the Property; (d) Seller has the authority and capacity to
- 247 enter into and perform this Contract, and the person who executes this Contract on behalf of Seller represents and warrants such
- 248 person has been authorized to do so; (e) Seller is not bankrupt or insolvent; (f) To the best of Seller's knowledge and without any
- 249 independent inquiry or investigation, Seller knows of no violations or alleged violations of any federal, state or local law that affect
- 250 the Property, and Seller has not received notice of and is not aware of any pending or threatened litigation, suit, proceeding or
- 251 eminent domain action affecting the Property; (g) There shall be no tenancies or occupancies affecting the Property as of Closing
- 252 except as Seller has disclosed to Buyer in writing and the Rent Roll is true, accurate and complete; (h) As of Closing there shall be
- 253 no service, supply, maintenance or management contracts or agreements affecting the Property which will be binding on the
- 254 Property or Buyer after Closing except as disclosed by Seller to Buyer in writing; (i) There are, and as of Closing there shall be, no
- 255 recorded or unrecorded contracts and/or options to which Seller is a party pertaining to or affecting title to or the sale of the Property,
- 256 or any part thereof; (j) To the best of Seller's knowledge without independent inquiry or investigation, and except as disclosed to
- 257 Buyer in writing, there are and have been no hazardous or toxic substances or materials, including without limitation, oil, PCB's,
- 258 urea formaldehyde foam insulation, asbestos or underground storage tanks of any kind, as those terms are used in any applicable
- 259 federal, state and/or local environmental laws, which regulate such substances or materials or tanks, brought or placed on the
- 260 Property; and (k) Seller shall deliver possession of the property as of Closing subject to any herein permitted tenancy.

261 Seller's Covenants, Representations and Warranties and Seller's liability for breach thereof shall survive Closing and shall not be
262 merged into any deed or other document given at Closing.

263 **10. BUYER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.**

264 Buyer covenants, represents and warrants to Seller as follows ("Buyer's Covenants, Representations and Warranties") which
265 covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the
266 extent that Buyer obtains knowledge or notice after the date Buyer executes this Contract of any fact or facts which would make any
267 covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Seller in writing
268 prior to Closing in which case Seller shall not be obligated to close hereunder:

- 269 (a) Except as specifically set forth in Seller's Covenants, Representations and Warranties, Buyer is relying on its own investigation
- 270 and inspection of the Property, Title Report, Survey, Buyer's Property and Records Inspection or any other permitted contingencies,
- 271 all to the extent conducted by Buyer in Buyer's judgment, and Buyer will take title to the Property in its AS IS, WHERE IS
- 272 condition based solely on such investigation and inspection. Buyer acknowledges and agrees that Seller and its representative(s)
- 273 have not made any warranty or representation, express or implied, written or oral concerning the Property except as set forth in
- 274 Seller's Covenants, Representations and Warranties; (b) Buyer has the authority and capacity to enter into and perform this
- 275 Contract, and the person who executes this Contract on behalf of Buyer represents and warrants that such person has been
- 276 authorized to do so; (c) Buyer is not bankrupt or insolvent; and (d) Buyer shall neither encumber nor cause any liens to be created
- 277 against the Property in any way, nor record this Contract or a memorandum hereof, prior to Closing.

278 Buyer's Covenants, Representations and Warranties and Buyer's liability for breach thereof shall survive Closing and shall not be
279 merged into any deed or other document given at Closing.

Seller's Initial & Date

File Date (not acceptance date):

Buyer's Initial & Date

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280 **11. REMEDIES UPON DEFAULT.**
281 If either party defaults in the performance of any obligation of this Contract, the party claiming a default shall notify the other party
282 in writing of the nature of the default. In the event of litigation (including mediation/arbitration, if applicable) between the parties,
283 the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's
284 fees. This provision shall survive Closing.

285 (a) If Buyer defaults, Seller may either accept the Earnest Money and interest thereon as liquidated damages and release Buyer
286 from the Contract (in lieu of making any claim in court), or Seller may pursue any remedy at law or in equity.

287 (b) If Seller defaults, Buyer may either release Seller from liability upon Seller's release of the Earnest Money (including
288 interest) and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making
289 any claim in court), or Buyer may pursue any remedy at law or in equity, including enforcement of sale.

290 **12. CASUALTY AND EMINENT DOMAIN.**

291 (a) **Casualty.** Risk of loss to the improvements on the Property shall be borne by Seller until Closing. If the Property is
292 damaged or destroyed after the Effective Date and prior to Closing, Seller shall immediately notify Buyer in writing of the damage
293 or destruction and the amount and terms of insurance proceeds available, if any. Buyer may either (i) proceed with the Closing and
294 be entitled to all insurance proceeds, if any, payable to Seller under all policies insuring the property; or (ii) terminate this Contract,
295 whereupon all Earnest Money shall be returned promptly to Buyer. Buyer shall give written notice of its election to Seller within
296 five (5) calendar days after Buyer has received Seller's written notice of such damage or destruction and the amount of insurance
297 proceeds available, and Closing will be extended accordingly, if required to permit such notices to be given. Failure by Buyer to so
298 notify Seller in writing shall constitute an election to close. A termination hereunder does not constitute a default by Seller or Buyer.

299 (b) **Eminent Domain.** In the event that prior to Closing, any portion of the Property is taken by eminent domain, or becomes the
300 subject of eminent domain proceedings threatened or commenced, Seller shall immediately notify Buyer in writing thereof, and
301 provide Buyer with copies of any written communication from any condemning authority. If any of said events shall occur, Buyer
302 may terminate this Contract by written notice to Seller within five (5) calendar days after Buyer has received Seller's written notice,
303 in which event the Earnest Money shall be returned to Buyer. If Buyer elects to close, then: (i) if the transfer to the condemning
304 authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Buyer at Closing hereunder; (ii)
305 if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Buyer at
306 Closing hereunder; (iii) if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount
307 of such payment shall be a credit against the Purchase Price payable by Buyer hereunder; and (iv) if Seller has not received such
308 payment at the time of Closing, Seller shall assign to Buyer all claims and rights to or arising out of such taking, including the right
309 to conduct any litigation in respect of such condemnation.

310 (c) **Land Dedications.** Any land dedication or land grant by or required of Buyer acting as Owner Under Contract for streets,
311 curb cuts, utilities, or similar purpose as a condition of a rezoning, re-subdivision, building plan or other governmental approval
312 requested by Buyer shall not constitute a taking by eminent domain. As a result of any land dedication or land grant, Buyer shall
313 have no cause to seek any adjustment in the Purchase Price or to terminate this Contract.

314 **13. NOTICES.**

315 Any and all notices required or permitted hereunder shall be in writing and shall be deemed given upon receipt and shall be
316 delivered by: (i) personal delivery; (ii) United States registered or certified mail, return receipt requested; or (iii) overnight
317 commercial package courier or local delivery service, or (iv) facsimile transmission, in all events prepaid and addressed:

318 In the case of Seller to (Attention): Barbara Maloney
319 Company: _____
320 Mailing Address: _____
321 849 Oakbrook Lane, St. Louis, MO 63132
322 _____
323 Email Address: _____
324 Fax Number: _____

325 With copy to (Attention): Cathy Shaw-Connelly
326 Company Name: TOM SHAW REALTORS
327 Mailing Address: _____
328 151 Chesterfield Industrial Blvd. Chesterfield, MO 63005
329 _____

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TS [Signature] GMB

[Signature] 2/1/2023

375 **22. LIKE-KIND EXCHANGE.**
376 A qualified like-kind exchange requires adherence to specific rules and regulations as set forth by the Internal Revenue Service.
377 Seller and Buyer are advised to obtain appropriate legal and tax advice to implement any such exchange.

CHECK APPLICABLE BOX

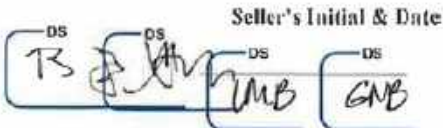
378 **Buyer.** Seller acknowledges that Buyer is contracting to acquire the Property in contemplation of completing a like-kind
379 exchange of certain other property previously owned by Buyer in a manner which will qualify as a like-kind exchange pursuant to
380 Section 1031 of the Internal Revenue Code. In this regard, Seller agrees to cooperate reasonably with Buyer so as to structure the
381 transaction in a manner which will qualify as a like-kind exchange under Section 1031; provided, however, that (i) Seller shall in no
382 event be required to incur any costs or expenses with respect to such cooperation; (ii) Buyer shall fully indemnify and hold harmless
383 Seller from all losses, costs, expenses and liabilities incurred as a result of such cooperation; (iii) Seller makes no warranty or
384 representation whatsoever with respect to the qualification of the transaction for like-kind exchange treatment under Section 1031;
385 and (iv) Seller shall have no responsibility, obligation or liability with respect to the tax consequences of the transaction to Buyer.
386

387 **Seller.** Seller has advised Buyer of Seller's intention to seek to effect a non-simultaneous like-kind exchange pursuant to
388 Section 1031 of the Internal Revenue Code in connection with the conveyance of the Property. In this regard, prior to the transfer
389 of the Property to Buyer, Seller intends to convey the Property to a neutral third party (an "Exchange Facilitator") subject to the
390 terms of this Contract. The Exchange Facilitator will assume and fulfill the contractual obligations of Seller contained herein and
391 the Property shall be transferred by the Exchange Facilitator to Buyer pursuant to the terms of this Contract at the time and in the
392 manner set forth herein. Buyer agrees to cooperate reasonably with Seller with respect to such exchange, provided, however (i)
393 Buyer shall in no event be required to incur any costs or expenses in this transaction as a result of or connected with the structuring
394 of this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code; (ii) Seller shall fully indemnify and
395 hold Buyer harmless from all loss, cost, expenses and liabilities incurred as a result of Buyer's cooperation in structuring this
396 transaction as a like-kind exchange; (iii) Buyer makes no warranty or representation whatsoever with respect to the qualification of
397 the transaction for like-kind exchange treatment under Section 1031; and (iv) Buyer shall have no responsibility, obligation or
398 liability with respect to the tax consequences of the transaction to Seller.

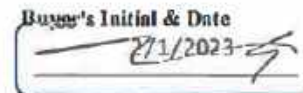
399 **23. TITLE INSURANCE (Per Item 7, Closing Costs & Prorations)**
400 Buyer or Seller (select one) agrees to pay for the title insurance premium for the Owner's Policy for Title Insurance.
401 Regardless who pays for the Owner's Policy of Title Insurance, Buyer shall pay for any title policy endorsements thereto including
402 but not limited to a Lender's Policy of Title Insurance (if any).

403 **24. RIDERS or SPECIAL TERMS & CONDITIONS.**
404 The following riders or supplements are attached hereto and incorporated herein as part of this Contract:
405 Estoppel Rider, Mediation/Arbitration
406 Anything contained within this Sale Contract to the contrary notwithstanding, Seller is aware that Buyer intends a use
407 for the property such that governmental approvals, environmental impact surveys, customary diligence by unrelated
408 third parties, and extensive inspections (both legal and physical) will be required. Seller understands that many factors
409 beyond buyer's control can and may impact a timely progression toward closing. Seller will cooperate with buyer to do
410 all that is reasonable and customary to assist buyer in effectuating buyer's ability to ultimately use the property in
411 compliance with local, state, federal, and any other authorities or interested parties who may affect or impinge Buyer's
412 property rights post closing. Should Buyer learn at any time before closing that the property's desired use is restricted,
413 Buyer shall notify Seller as soon as is reasonably possible that the contract is terminated and reasonable disposition of
414 earnest money shall be determined between the parties.
415 _____
416 _____
417 _____
418 _____
419 _____

2/2/2023 | 9:13 PM CST

Seller's Initial & Date


File Date (not acceptance date):

Buyer's Initial & Date


420 **25. AGENCY DISCLOSURE AND BROKERAGE COMMISSION.**
421 Buyer and Seller by signature to this Commercial Sale Contract acknowledge and consent to the representations and payment of
422 commission(s) or fee(s) disclosed herein.
423 Seller shall pay Seller's Broker a commission or fee per separate written agreement.
424 Seller or Buyer shall pay Buyer's Broker a commission or fee as indicated herein or per separate written agreement

425 3% of the total Sale Price

426 Broker(s) and affiliated licensee(s) duties and responsibilities are governed by the selection below (check appropriate category):

427	SELLER'S BROKER and Agent/Licensee(s)	BUYER'S BROKER and Agent/Licensee(s)
428	<input type="checkbox"/> SELLER NOT REPRESENT	<input type="checkbox"/> BUYER NOT REPRESENTED
429	<input type="checkbox"/> Sellers Limited Agent	<input type="checkbox"/> Buyer's Limited Agent
430	<input type="checkbox"/> Sub-Agent	<input type="checkbox"/> Sub-Agent
431	<input type="checkbox"/> Disclosed Dual Agent	<input type="checkbox"/> Disclosed Dual Agent
432	<input checked="" type="checkbox"/> Designated Agent	<input checked="" type="checkbox"/> Designated Agent
433	<input type="checkbox"/> Transaction Broker	<input type="checkbox"/> Transaction Broker

434 **Disclosure.** Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the
435 property, upon first contact, or immediately upon the occurrence of a change to the relationship. Buyer and seller acknowledge that
436 they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

437 **No Other Brokers.** Buyer and Seller warrant and represent that no Broker or other person other than Broker or Broker(s) named
438 herein are entitled to a commission or fee, finder's fee or other compensation in connection with this Commercial Sale Contract, and
439 Buyer and/or Seller shall indemnify and hold harmless the other party from any and all claims, liabilities, losses, damages, costs and
440 expenses arising from the claim of any other Broker, finder or other person for such compensation arising by, under or through the
441 indemnifying party.

442 **Commission Payable to Brokers Upon Default.** (1) Upon Seller's failure to close due to Seller's default, Seller shall immediately
443 pay in full the commissions or fee due Broker(s) by Seller, as set forth above. (2) Upon Buyer's failure to close due to Buyer's
444 default, the Escrow Agent is authorized to release one-half (1/2) of the Earnest Money and interest thereon to the Broker(s), not to
445 exceed the total commissions or fee due as set forth above, with the remaining balance released to Seller. (3) Upon Buyer's failure
446 to close due to Buyer's default, Buyer shall immediately pay in full the commissions or fee due Buyer's Broker, as set forth above
447 (or by separate written Agreement).

448 **Principal Status.** Seller and/or Buyer is a real estate licensee and is acting as a principal party in this Contract.

449 By signature below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

450 Seller's Broker: Tom Shaw, Realtor
 451 Seller's Broker Agent License: Cathy Shaw-Connely & John Shaw
 452 Signature of Licensee: Cathy Shaw-Connely
 1033FBA5B4F044A

453 Buyer's Broker: Cushman & Wakefield
 454 Buyer's Broker Agent License: Keith Ziercher
 455 Signature of Licensee: Keith Ziercher
 9028B4D8F8E E44B

2/2/2023 | 9:13 PM CST

Seller's Initial & Date

DS TR [Signature] DS GNB [Signature]

File Date (not acceptance date):

Buyer's Initial & Date

[Signature] 2/1/2023

2/2/2023 | 5:13 PM CST

2/2/2023 | 3:04 PM CST
2/2/2023 | 10:29 PM CST

456 **OFFER TO BUYER.**
457 Buyer Executes Offer: Date 2/1/2023 Time 1:50 pm
458 Buyer's Executed Offer to be Accepted By: Date 2/1/2023 Time 9:00 pm
459 Buyer Signature: [Signature]
460 Title: General Counsel
461 Print Full Name: Mike Carter
462 Tax Identification Number(s): 000000000

463 **ACCEPTANCE OR COUNTER-OFFER BY SELLER.**
464 Seller Accepts Offer: Date 2/2/2023 | 9:13 PM CST Time 2/2/2023 | 9:13 PM CST
465 OR
466 Seller Executes 1st Counter-Offer: Date _____ Time _____
467 Seller's 1st Counter-Offer To Be Accepted By: Date _____ Time _____
468 Seller Signature: [Signature] Barbara J. Maloney 2/2/2023 | 9:13
469 Title: Trustee Anna C. Maloney 2/2/2023 | 3:0
470 Print Full Name: Lisa M. Brasher Lisa M. Brasher 2/2/2023 | 10
471 Tax Identification Number(s): Georgia N. Brasher
2/2/2023 | 5:13 PM

472 **ACCEPTANCE OR COUNTER-OFFER BY BUYER.**
473 Buyer Accepts 1st Counter-Offer: Date _____ Time _____
474 OR
475 Buyer Executes 2nd Counter-Offer: Date _____ Time _____
476 Buyer's Executed 2nd Offer To Be Accepted By: Date _____ Time _____
477 Buyer Signature: _____

478 **ACCEPTANCE OR COUNTER-OFFER BY SELLER**
479 Seller Accepts 2nd Counter-Offer: Date _____ Time _____
480 OR
481 Seller Executes 3rd Counter-Offer: Date _____ Time _____
482 Seller's Executed 3rd Counter-Offer To Be Accepted By: Date _____ Time _____
483 Seller Signature: Maloney Barbara J Trustee Etal

2/2/2023 | 9:13 PM CST

DS
[Signature] Seller's Initial & Date
DS
[Signature] DS
[Signature]

File Date (not acceptance date):

Buyer's Initial & Date
[Signature] 2/1/2023

2/2/2023 | 3:04 PM PST 2/2/2023 | 5:13 PM CST
2/2/2023 | 10:29 PM CST

This document has legal consequences.
If you do not understand it, consult your attorney.

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Form # C1002

01/19



COMMERCIAL SALE CONTRACT For LAND

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**COMMERCIAL SALE CONTRACT
LAND**

1. PARTIES AND PROPERTY.

Carshield F.C. or any legal entity formed by the controlling minds/interests of Buyer listed herein ("Buyer") agrees to purchase from Burkhardt Family Investments LLC ("Seller") and Seller agrees to sell to buyer the property ("Property") located in the:

County of: St. Louis, MO
City of (if any): Chesterfield, MO 63006 (Locator # 17W130075)
Address of: 550 N Eatherton Rd.
Chesterfield, MO 63006 (Locator # 17W130075)

2. INCLUSIONS AND EXCLUSIONS.

The Property includes all right, title and interest of Seller in any and all existing improvements, air rights, water rights, mineral rights, crops, trees, shrubbery, rents, profits, royalties, tolls, earnings, leases, tenements, inherited rights, appurtenances, security deposits, easements and rights-of-way as well as all assignable agreements, licenses and permits pertaining to the Property, whether now or hereafter placed or installed on the Property or used in connection with the operation of the Property.

The following additional items are included in the sale: n/a

The following items are excluded from the sale: n/a

3. PURCHASE PRICE. Buyer shall pay for the Property as follows:

- A. **EARNEST MONEY** _____ Dollars _____
- B. **ADDITIONAL EARNEST MONEY (if any)** _____ Dollars _____
Additional Earnest Money (if any) shall be payable upon waiver or expiration of Buyer's Due Diligence Period or as further specified herein:
- C. **CASH DUE AT CLOSING** _____ Dollars _____
Amount to be paid at Closing ("Cash Due at Closing") (subject to adjustments described herein) in United States funds payable and delivered to Escrow Agent in the form of cashier's check, bank check or wire transfer by Closing:
- D. **PURCHASE PRICE** _____ Dollars _____
Total of A, B and C is D the Purchase price:

Earnest money ("Earnest Money") in the amount set forth herein shall be tendered by Buyer with this Contract in the form of good, United States funds, payable and delivered to the herein identified Escrow Agent: ("Escrow Agent")

Escrow Agent: Carter Law Office, LLC / Title Company: A Reputable Title Company

Seller's Initial & Date File Date (not acceptance date): Buyer's Initial & Date

(NOTE: This Commercial Sale Contract assumes that "Escrow Agent" is a title insurance company or agency.)

If any Earnest Money check tendered by Buyer is returned for insufficient funds, or otherwise, Seller may promptly terminate this Contract by written notice to Buyer. Escrow Agent shall deposit the Earnest Money promptly upon acceptance of this Contract in an non-interest bearing or interest bearing (select one) account (if interest bearing the account will be insured by the Federal Deposit Insurance Corporation). Interest (if any) shall accrue to the benefit of Buyer.

The Purchase Price shall be adjusted (increased or decreased accordingly by the herein referenced square foot or per acre price) upon Closing by either; (a) _____ per square foot or (b) _____ acre as determined by Survey:

4. CLOSING AND CONVEYANCE OF TITLE.

The closing of this sale ("Closing") shall take place 15 CALENDAR DAYS after waiver or expiration of Buyer's Due Diligence Period, no later than 5:00 p.m. or on any other date and time that both parties agree to in writing, at the office of Escrow Agent.

(NOTE: Item 8. BUYERS DUE DILIGENCE PERIOD, Paragraph: (o) Extension of Closing Date.)

5. SELLER'S OBLIGATIONS.

(a) Within ten (10) calendar days of acceptance of this Contract between Buyer and Seller (hereafter referred to as the "Effective Date") Seller shall provide Buyer with Originals, or photocopies if originals are not available, of improvement drawings, blueprints, surveys, flood plain maps, plats, deeds, easements, covenants, trustee agreements, flood plain policies, title insurance policies, environmental reports, engineering studies, contractor estimates, accepted bids for work, contractor lien waivers for completed work, all warranties, certificates of occupancy, licenses, permits, correspondence, notices, authorizations and approvals issued by all governmental authorities having jurisdiction over the Property, in Seller's possession.

(b) If the Property is Tenant occupied or has other leasehold interests; (1) Within ten (10) calendar day of the Effective Date Seller shall provide Buyer, a "Rent roll", current as of issuance date, including the name of each tenant, the amount of monthly rent payable, the last rent paid date, amount of security deposit held, amount of any prepaid rent and expenses and the commencement and termination dates of each tenancy and originals, or photocopies if originals are not available, of all leases or rental agreements and all contracts or agreements affecting the Property, in Seller's possession, (2) Seller shall promptly submit to all tenants the attached "Tenant Estoppel Certificate" form or Seller's form, that incorporates the following minimum requirements: (a) indicate what rental payment amounts and other payment amounts such as base year or CAM (Common Area Maintenance) payments are due; (b) indicate the lease term expiration date and state option terms such as any option to renew or option to purchase (if any); (c) security deposits or guarantees (if any); (d) a statement there are no defaults of the terms and conditions by either tenant or landlord; (e) amount of any offsets or other obligations of landlord to tenant; (f) and by attached exhibit to the Certificate a true copy of the lease agreement(s), addendums, amendments, written notices to either party or payment notices by landlord; (3) Seller shall copy to Buyer the Estoppel Certificate, correspondence and attachments delivered to the tenant(s). Seller acknowledges that Buyer's contingency time period to review any Tenant Estoppel Certificates may extend the "Closing" due to the lease time period for any Tenant(s) to respond to an Estoppel request.

(c) Seller shall promptly execute and deliver when requested the following documents or items to Escrow Agent, Buyer or Buyer's Representatives at the Closing for recording or delivery to Buyer prior to Closing, as appropriate: (1) General Warranty Deed to the Property constituting realty in recordable form; (2) A General Warranty Bill of Sale to those items of the Property constituting personalty, if any, in a form reasonably acceptable to Buyer; (3) An assignment of real Property leases, security deposits, and prepaid rent and expenses (i.e., taxes, insurance, CAM), if any, in a form reasonably acceptable to Buyer, in which Buyer assumes the liability of Seller as Landlord arising after Closing in and to the leases in effect at Closing, together with all security deposits or prepaid rent and expenses held by Seller at Closing; (4) Any keys, security cards or garage door openers in Seller's possession to any part of the Property; (5) Written, notice to tenants under all leases and rental agreements advising of the Closing of the sale to Buyer and directing tenants to pay all future rent and other charges to the Buyer or its designated agent in a form reasonably acceptable to Buyer; (6) Provide evidence of Seller's good standing, authority, related customary documents and instruments as may be reasonably required by the Escrow Agent; (7) A Certification of Non-foreign Status under penalty of perjury, including Seller's United States Taxpayer Identification Number, stating that Seller is not a foreign person; (8) Affidavits, as to rights of parties in possession, mechanics' liens and claims, as may be reasonably required by the Escrow Agent in order to issue Buyer's Owner's Policy of Title Insurance with Mechanic's Lien coverage; (9) The Closing Statement; (10) Any other documents reasonably necessary to consummate the transaction contemplated by this Contract; and (11) Deliver possession of the Property as of Closing subject to any herein permitted tenancy.

86 (d) Buyer shall not be obligated to close hereunder unless: (1) Seller delivers, pays and executes all monies, items and other
87 instruments required to be delivered, paid and/or executed by Seller herein no later than Closing; (2) Seller's Covenants,
88 Representations and Warranties (defined below) are true and correct as of Closing; (3) If improvements or repairs have been
89 performed within six (6) months prior to Closing, Seller shall, furnish reasonable security against mechanic's liens or evidence of
90 payment of bills satisfactory to Escrow Agent to issue mechanics lien coverage to Buyer; (4) Buyer can obtain from Escrow
91 Agent at Closing an Owner's Policy of Title Insurance insuring fee simple title to and ownership of the Property in Buyer in the
92 amount of the Purchase Price on ALTA Form B with exceptions on Schedule B thereof only for the Permitted Exceptions (defined
93 herein) and with the standard exceptions as to rights of parties in possession (except tenants under leases) and mechanics liens
94 deleted ("Buyer's Owners Policy of Title Insurance"); and (5) Seller delivers possession of the Property as of Closing, subject to
95 any herein permitted tenancy.

96 **6. BUYER'S OBLIGATIONS.**

97 (a) Buyer shall execute and/or deliver the following to Escrow Agent at the Closing for recording or delivery to Seller as
98 appropriate: (1) Cash Due at Closing; (2) Buyer's share of the Closing costs, pro-rations and any other expenses provided to be paid
99 by Buyer by this Contract; (3) The Closing Statement; (4) The General Warranty Deed; (5) A Real Property Certificate of Value, as
100 may be required in the city or county in which the Property is located; and (6) Any other documents reasonably necessary to
101 consummate the transaction contemplated by this Contract.

102 (b) Seller shall not be obligated to close hereunder unless: (1) Buyer delivers, pays and executes all monies, items, and any other
103 instruments required to be delivered, paid and/or executed by Buyer herein no later than Closing; and (2) Buyer's Covenants,
104 Representations and Warranties (defined below) are true and correct as of Closing.

105 **7. CLOSING COSTS AND PRORATIONS.**

106 Closing costs and pro-rations are agreed to be paid by the parties as follows:

107 (a) Buyer and Seller shall prorate and adjust between them on the basis of the actual number of days in the year, with Seller to
108 pay expenses and to receive income until midnight the day of Closing, the following: (1) general taxes (based on assessment and
109 rate for current year, if both are available; otherwise based on previous year; (2) subdivision assessments (if any); (3) utility charges
110 which are capable of becoming a lien against the Property; (4) rents, profits, royalties, tolls or earnings arising out of or in
111 connection with the Property ("Income"), provided that no pro-ration shall be made to any Income of which any portion is more
112 than thirty (30) calendar days past due. Buyer shall, upon receipt, turn over to Seller any Income received by Buyer after Closing
113 pertaining to any time period prior to Closing and for which no adjustment has been made, after deducting and crediting any
114 amounts due to Buyer for any time period after Closing.

115 **Note: Who pays for "Title Insurance Premium" must be identified by the appropriate selection per Item 23 herein.**

116 (b) Seller shall pay for (where applicable): (1) title insurance premium for the Owner's Policy of Title Insurance and title company
117 charges (including closing, releasing and escrow fees) and other charges customarily paid by a seller of real estate in the county
118 where the Property is located; (2) existing liens (recorded or unrecorded) and existing loans on the Property; (3) all security deposits
119 or prepaid rent and expenses held by Seller at Closing; (4) municipal or conservation district inspection fee; (5) special taxes and
120 assessments levied before Closing; and (6) Broker's commission or fee as specifically agreed to herein or by prior written
121 agreement.

122 **OR**

123 (c) Buyer shall pay for (where applicable): (1) title insurance premium for the Owner's Policy of Title Insurance and title company
124 charges (including closing, recording and escrow fees) and other charges customarily paid by a buyer of real estate in the county
125 where Property is located; (2) regardless who pays for the Owner's Policy of Title Insurance, Buyer shall pay for any title policy
126 endorsements thereto including but not limited to a Lender's Policy of Title Insurance (if any); (3) hazard insurance premium on the
127 Property from and after Closing; (4) flood insurance premium on the Property from and after Closing, if any; (5) any fees for
128 appraisals or surveys ordered by or for Buyer; (6) any fees for building or environmental studies ordered by or for Buyer; (7) special
129 taxes and assessments levied after Closing; (8) municipal occupancy permit, and (9) Broker's commission or fee as specifically
130 agreed to herein or by prior written agreement.

131 All of the above Closing costs and pro-rations shall be itemized on a closing statement prepared by Escrow Agent and executed
132 by Buyer and Seller at or prior to Closing ("Closing Statement").

133 **8. BUYER'S DUE DILIGENCE PERIOD.**

134 This Contract and Buyer's obligations hereunder are specifically made contingent upon Buyer's satisfaction of the following items
135 on or before the date indicated:

136 (a) **Title and Survey Inspection.** Approval by Buyer by 5:00 p.m. 180 calendar days after the Effective Date. Buyer, at its
137 option and expense, may obtain a survey of the Property ("Survey") and a title examination of the Property ("Title Report"). If
138 Buyer obtains a Survey and/or Title Report, then within the time period stated herein, Buyer may notify Seller in writing of any
139 matters shown by the Survey and/or Title Report that are unacceptable to Buyer ("Buyer's Title Objections"). If Buyer notifies
140 Seller of any Buyer's Title Objections, Buyer must also deliver a copy of the Survey and/or Title Report to Seller with such
141 objections. Failure by Buyer to notify Seller of Buyer's Title Objections within the stated time period will constitute a waiver by
142 Buyer of any objections to the Survey or Title Report and to matters which could have been shown by a Survey or Title Report.
143 Seller shall be responsible for removing any exceptions to title which arise between the Effective Date and Closing unless created
144 by or with the written consent of Buyer. Any item shown on the Title Report for which Buyer does not deliver Buyer's Title
145 Objections within the stated time period or for which Buyer agrees to waive Buyer's Title Objections will be deemed approved by
146 Buyer and are called "Permitted Exceptions".

147 (b) **Property and Records Inspection.** Approval of the physical condition and records inspection by Buyer by 5:00 p.m. on
148 180 calendar days after the Effective Date. During the stated time period, Buyer and Buyer's representatives may, at Buyer's
149 option, expense and sole liability conduct such examinations, tests, inspections, structural and systems reports, environmental
150 studies and other studies of the Property as Buyer shall deem desirable, and obtain copies of such books, computer records, records,
151 reports, leases, Estoppel Certificates as executed by tenant(s), agreements, contracts, rent rolls, financial records, permits, licenses,
152 approvals and such other records necessary and appropriate for the use and occupancy of the Property or reflecting the income or
153 expenses of the Property ("Buyer's Property and Records Inspection"). Seller agrees to permit Buyer or its representatives to enter
154 the Property for such purposes during reasonable business hours and upon reasonable notice to Seller and to allow Buyer access to
155 such books, computer records, records, reports, leases, agreements, contracts, rent rolls, financial records, permits, licenses,
156 approvals and other records, provided that such investigations do not unreasonably disrupt the operation of Seller's business and do
157 not cause any damage to the Property and that any such damage is immediately repaired by Buyer. Buyer shall be liable to Seller for
158 the acts of any person or persons, employee(s), representative, contractor, or consultant that Buyer may engage, and Buyer shall
159 maintain adequate insurance or cause each to maintain adequate insurance at all times while performing any property inspections.
160 Buyer agrees that the results of any inspection or test and the reports or conclusions of Buyer and Buyer's representatives shall be
161 kept confidential (except as required by law) by Buyer and Buyer's representatives; provided that Buyer may disclose such items to
162 Buyer's attorney, accountants, lenders and other parties reasonably necessary to enable Buyer to purchase the Property. During the
163 stated time period, Buyer may notify Seller in writing of any matters pertaining to Buyer's Property and Records Inspection
164 Contingency that are unacceptable to Buyer ("Buyer's Property and Records Objections"). Failure by Buyer to notify Seller of
165 Buyer's Property and Records Objections within the time period stated herein shall constitute a waiver by Buyer of any objections
166 thereto or any right not to close by reason thereof.

167 (c) Buyer's shall have ten (10) calendar days to review executed tenant Estoppel certificate(s). Buyer's Estoppel review period
168 shall commence upon the date of the last executed tenant Estoppel certificate(s) are delivered to Buyer from either Seller or Seller's
169 Tenant(s).

170 **Note: It is solely the responsibility of the Buyer to determine if the Property requires flood plain insurance or access to the**
171 **Property is public or private (and if private may require annual maintenance).**

172 (d) **Construction Loan.** Receipt by Buyer by 5:00 p.m. 180 calendar days after the Effective Date of a written commitment
173 for a construction loan. The Loan shall bear interest at the prevailing market rate, but not exceed the interest rate per annum set
174 forth herein. Buyer shall use reasonable diligence to obtain such a loan.

175 Loan Amount (Percent of Purchase Price or Dollar Amount): _____
176 Interest Rate Per Annum (Percent): n/a _____
177 Loan Points and/or Application Fees: n/a _____
178 Buyer shall apply for a loan within calendar days of: n/a _____

179 (e) **Permanent Loan.** Receipt by Buyer by 5:00 p.m. 180 calendar days after the Effective Date of a written commitment for
180 a conventional loan to be secured by a first deed of trust on the Property, repayable in equal monthly installments of principal and
181 interest. The Loan shall bear interest at the prevailing market rate, but not exceed the interest rate per annum set forth herein.
182 Buyer shall use reasonable diligence to obtain such a loan.

183 Loan Amount (Percent of Purchase Price or Dollar Amount): _____
 184 Interest Rate Per Annum (Percent): n/a
 185 Amortization Period (Number of Years): n/a
 186 Terms of Loan (Number of Years to Balloon Payment): n/a
 187 Loan Points and/or Application Fees: n/a
 188 Buyer shall apply for a loan within calendar days of: n/a

189 **(f) Access and Utilities.** Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective
 190 Date evidence satisfactory to Buyer concerning access to public roads and the availability of all utilities (water, sewer, natural gas
 191 and electricity) to the Property in sufficient size and capacity for Buyer's proposed use and the availability to connect to such
 192 utilities at a cost satisfactory to Buyer.

193 **(g) Engineering.** Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective Date
 194 satisfactory soil and subsoil testing reports, land planning and engineering feasibility studies regarding the Property and Buyer's
 195 contemplated improvements.

196 **(h) Economic Feasibility.** Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the
 197 Effective Date evidence satisfactory to Buyer concerning the economic feasibility of constructing, developing and operating
 198 Buyer's contemplated improvements on the Property.

199 **(i) Governmental Approval.** Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the
 200 Effective Date approval of Buyer's plans and specifications for its proposed improvements to be constructed on the Property by all
 201 governmental agencies having jurisdiction to allow the issuance of an unqualified building permit for such improvements upon
 202 Buyer's request. Buyer shall use reasonable diligence to promptly apply for and obtain all such approvals.

203 **(j) Zoning.** Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective Date
 204 evidence satisfactory to Buyer that the current zoning classification of the Property will permit the construction of Buyer's
 205 contemplated improvements.

206 **(k) Rezoning Approval.** Buyer obtaining at Buyer's sole cost and expense by 5:00 p.m. 180 calendar days after the Effective
 207 Date satisfactory rezoning or special use permits for the Property by the governing or judicial authorities to permit the construction
 208 and operation of Buyer's contemplated improvements on terms and conditions acceptable to Buyer. In the event rezoning or special
 209 use permits are required, Seller hereby appoints Buyer as Seller's agent (to serve without fee) for the purpose of executing and
 210 processing before the appropriate governmental authorities, an application or petition for such rezoning or special use permits. In
 211 the event such application for rezoning or special use permits has not been finally acted upon by the appropriate governmental or
 212 judicial authorities at the time within which this contingency must be satisfied or waived by the Buyer, the date for satisfaction or
 213 waiver of this contingency shall be automatically extended to that date which is ten (10) days following a final decision approving
 214 or denying such rezoning application, but in no event shall it extend later than 5:00 p.m. _____ calendar days (**if blank the default**
 215 **time period will be one year**) after the Effective Date.

216 **(l) Satisfaction/Waiver of Contingencies.** Each of the above contingencies is for the sole and subjective benefit of Buyer.
 217 Subject to subparagraphs (e) and (f), if Buyer notifies, in writing, Seller that is has not satisfied or waived each of the above
 218 contingencies by 5:00 p.m. on or before the date specified for each, this Contract shall, at the close of business on the applicable
 219 date, terminate without further action of the parties, and in such event, all Earnest Money and interest thereon, shall be promptly
 220 returned to Buyer. If Buyer fails to notify Seller in writing within the applicable stated period that any contingency has not been
 221 satisfied or waived, such contingency shall be deemed satisfied.

222 **(m) Seller's Time to Respond.** If Buyer does timely notify Seller (within the stated time periods) in writing of Buyer's Title
 223 Objections and/or Buyer's Property and Records Objections, Seller has five (5) calendar days from receipt of said notice to either:
 224 (a) agree in writing to correct Buyer's Title Objections, and/or Buyer's Property and Records Objections, at Seller's expense, on or
 225 before Closing; or (b) refuse to correct some or all of Buyer's Title Objections, and/or Buyer's Property and Records Objections.
 226 Failure by Seller to respond in writing within the stated time period shall constitute a refusal to correct all objections of Buyer.

227 **(n) Buyer's Time to Respond.** In the event Seller refuses to correct any or all of permitted objections of Buyer, Buyer has ten
 228 (10) calendar days from the expiration date of the applicable contingency to either: (i) waive Buyer's objections and proceed to
 229 Closing hereunder, or (ii) terminate this Contract, whereupon all Earnest Money and interest thereon shall be promptly returned to
 230 Buyer.

231 (o) **Extension of Closing Date.** If Buyer's or Seller's time to respond extends beyond the date set for Closing, the Closing shall
232 be automatically extended to the date by which the response must be received by the other party.

233 (p) **Buyer's Due Diligence Period.** The period from the Effective Date until the end of the longest contingency period
234 described above is referred to in this Contract as the "Buyer's Due Diligence Period".

235 **9. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.**

236 Seller covenants, represents and warrants to Buyer as follows ("Seller's Covenants, Representations and Warranties") which
237 covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the
238 extent that Seller obtains knowledge or notice after the date Seller executes this Contract of any facts or facts which would make
239 any covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Buyer in
240 writing prior to Closing, in which case Buyer shall not be obligated to close hereunder:

241 (a) From the Effective Date until Closing, Seller shall not execute any leases or contracts affecting the Property which shall be
242 binding on the Property or Buyer after Closing without the prior written consent of Buyer; (b) From the Effective Date until
243 Closing, Seller shall maintain the Property in the same condition existing as of the Effective Date; ordinary wear and tear and
244 casualty excepted and shall be broom clean with all personal property removed upon closing. Seller shall pay on a timely basis all
245 bills and discharge all of Seller's obligations arising from ownership, operation, management, repair and maintenance of the
246 Property as payments become due; (c) Seller is the owner in fee simple of the Property; (d) Seller has the authority and capacity to
247 enter into and perform this Contract, and the person who executes this Contract on behalf of Seller represents and warrants such
248 person has been authorized to do so; (e) Seller is not bankrupt or insolvent; (f) To the best of Seller's knowledge and without any
249 independent inquiry or investigation, Seller knows of no violations or alleged violations of any federal, state or local law that affect
250 the Property, and Seller has not received notice of and is not aware of any pending or threatened litigation, suit, proceeding or
251 eminent domain action affecting the Property; (g) There shall be no tenancies or occupancies affecting the Property as of Closing
252 except as Seller has disclosed to Buyer in writing and the Rent Roll is true, accurate and complete; (h) As of Closing there shall be
253 no service, supply, maintenance or management contracts or agreements affecting the Property which will be binding on the
254 Property or Buyer after Closing except as disclosed by Seller to Buyer in writing; (i) There are, and as of Closing there shall be, no
255 recorded or unrecorded contracts and/or options to which Seller is a party pertaining to or affecting title to or the sale of the Property,
256 or any part thereof; (j) To the best of Seller's knowledge without independent inquiry or investigation, and except as disclosed to
257 Buyer in writing, there are and have been no hazardous or toxic substances or materials, including without limitation, oil, PCB's,
258 urea formaldehyde foam insulation, asbestos or underground storage tanks of any kind, as those terms are used in any applicable
259 federal, state and/or local environmental laws, which regulate such substances or materials or tanks, brought or placed on the
260 Property; and (k) Seller shall deliver possession of the property as of Closing subject to any herein permitted tenancy.

261 Seller's Covenants, Representations and Warranties and Seller's liability for breach thereof shall survive Closing and shall not be
262 merged into any deed or other document given at Closing.

263 **10. BUYER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.**

264 Buyer covenants, represents and warrants to Seller as follows ("Buyer's Covenants, Representations and Warranties") which
265 covenants, representations and warranties shall be considered made as of the Effective Date and again as of Closing except to the
266 extent that Buyer obtains knowledge or notice after the date Buyer executes this Contract of any fact or facts which would make any
267 covenant, representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Seller in writing
268 prior to Closing in which case Seller shall not be obligated to close hereunder:

269 (a) Except as specifically set forth in Seller's Covenants, Representations and Warranties, Buyer is relying on its own investigation
270 and inspection of the Property, Title Report, Survey, Buyer's Property and Records Inspection or any other permitted contingencies,
271 all to the extent conducted by Buyer in Buyer's judgment, and Buyer will take title to the Property in its AS IS, WHERE IS
272 condition based solely on such investigation and inspection. Buyer acknowledges and agrees that Seller and its representative(s)
273 have not made any warranty or representation, express or implied, written or oral concerning the Property except as set forth in
274 Seller's Covenants, Representations and Warranties; (b) Buyer has the authority and capacity to enter into and perform this
275 Contract, and the person who executes this Contract on behalf of Buyer represents and warrants that such person has been
276 authorized to do so; (c) Buyer is not bankrupt or insolvent; and (d) Buyer shall neither encumber nor cause any liens to be created
277 against the Property in any way, nor record this Contract or a memorandum hereof, prior to Closing.

278 Buyer's Covenants, Representations and Warranties and Buyer's liability for breach thereof shall survive Closing and shall not be
279 merged into any deed or other document given at Closing.

280 **11. REMEDIES UPON DEFAULT.**

281 If either party defaults in the performance of any obligation of this Contract, the party claiming a default shall notify the other party
282 in writing of the nature of the default. In the event of litigation (including mediation/arbitration, if applicable) between the parties,
283 the prevailing party shall recover, in addition to damages or equitable relief, the cost of litigation including reasonable attorney's
284 fees. This provision shall survive Closing.

285 (a) If Buyer defaults, Seller may either accept the Earnest Money and interest thereon as liquidated damages and release Buyer
286 from the Contract (in lieu of making any claim in court), or Seller may pursue any remedy at law or in equity.

287 (b) If Seller defaults, Buyer may either release Seller from liability upon Seller's release of the Earnest Money (including
288 interest) and reimbursement to Buyer for all direct costs and expenses, as specified in Buyer's notice of default (in lieu of making
289 any claim in court), or Buyer may pursue any remedy at law or in equity, including enforcement of sale.

290 **12. CASUALTY AND EMINENT DOMAIN.**

291 (a) **Casualty.** Risk of loss to the improvements on the Property shall be borne by Seller until Closing. If the Property is
292 damaged or destroyed after the Effective Date and prior to Closing, Seller shall immediately notify Buyer in writing of the damage
293 or destruction and the amount and terms of insurance proceeds available, if any. Buyer may either (i) proceed with the Closing and
294 be entitled to all insurance proceeds, if any, payable to Seller under all policies insuring the property; or (ii) terminate this Contract,
295 whereupon all Earnest Money shall be returned promptly to Buyer. Buyer shall give written notice of its election to Seller within
296 five (5) calendar days after Buyer has received Seller's written notice of such damage or destruction and the amount of insurance
297 proceeds available, and Closing will be extended accordingly, if required to permit such notices to be given. Failure by Buyer to so
298 notify Seller in writing shall constitute an election to close. A termination hereunder does not constitute a default by Seller or Buyer.

299 (b) **Eminent Domain.** In the event that prior to Closing, any portion of the Property is taken by eminent domain, or becomes the
300 subject of eminent domain proceedings threatened or commenced, Seller shall immediately notify Buyer in writing thereof, and
301 provide Buyer with copies of any written communication from any condemning authority. If any of said events shall occur, Buyer
302 may terminate this Contract by written notice to Seller within five (5) calendar days after Buyer has received Seller's written notice,
303 in which event the Earnest Money shall be returned to Buyer. If Buyer elects to close, then: (i) if the transfer to the condemning
304 authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Buyer at Closing hereunder; (ii)
305 if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Buyer at
306 Closing hereunder; (iii) if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount
307 of such payment shall be a credit against the Purchase Price payable by Buyer hereunder; and (iv) if Seller has not received such
308 payment at the time of Closing, Seller shall assign to Buyer all claims and rights to or arising out of such taking, including the right
309 to conduct any litigation in respect of such condemnation.

310 (c) **Land Dedications.** Any land dedication or land grant by or required of Buyer acting as Owner Under Contract for streets,
311 curb cuts, utilities, or similar purpose as a condition of a rezoning, re-subdivision, building plan or other governmental approval
312 requested by Buyer shall not constitute a taking by eminent domain. As a result of any land dedication or land grant, Buyer shall
313 have no cause to seek any adjustment in the Purchase Price or to terminate this Contract.

314 **13. NOTICES.**

315 Any and all notices required or permitted hereunder shall be in writing and shall be deemed given upon receipt and shall be
316 delivered by: (i) personal delivery; (ii) United States registered or certified mail, return receipt requested; or (iii) overnight
317 commercial package courier or local delivery service, or (iv) facsimile transmission, in all events prepaid and addressed:

318 In the case of Seller to (Attention): Bud Burkhardt
319 Company: _____
320 Mailing Address: 40 West Dr., Chesterfield, MO 63017
321 _____

322 _____
323 Email Address: _____
324 Fax Number: _____

325 With copy to (Attention): _____
326 Company Name: _____
327 Mailing Address: _____
328 _____
329 _____

330 Email Address: _____
331 Fax Number: _____

332 In the case of Buyer to (Attention): _____
333 Company Name: _____

334 Mailing Address: _____

335 _____

336 _____

337 Email Address: _____

338 Fax Number: _____

339 With copy to (Attention): Mike Carter _____

340 Company Name: _____

341 Mailing Address: 503 Pearl Dr., St. Peters, MO 63376 _____

342 _____

343 _____

344 Email Address: mike.carter@carshield.com _____

345 Fax Number: 636-720-9814 _____

346 Each party shall have the right to change its foregoing address by written notice to the other party.

347 **14. ASSIGNABILITY OF CONTRACT.**

348 Buyer shall have the right to assign its rights under this Contract provided that Seller consents to such assignment, which consent
349 shall not be unreasonably withheld or delayed. Upon Buyer's assignment of this Contract, such assignee shall be deemed
350 substituted, for the named Buyer, and such assignee shall be deemed to have assumed Buyer's obligations hereunder, without any
351 release of Buyer unless Seller releases Buyer in writing.

352 **15. TIME IS OF THE ESSENCE.**

353 Time if of the essence in the performance of the obligations of the parties under this Contract.

354 **16. BINDING EFFECT.**

355 This Contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors,
356 administrators, successors and assigns.

357 **17. GOVERNING LAW.**

358 This Contract shall be considered a Contract for the sale of real property and shall be construed in accordance with the laws of the
359 State where the property is located.

360 **18. ENTIRE AGREEMENT.**

361 This Contract and any riders, addenda and exhibits attached hereto constitute the entire agreement between the parties hereto and
362 there are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified
363 or amended, in whole or in part, except in writing signed by both Buyer and Seller.

364 **19. CONSTRUCTION.**

365 Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter in gender, according
366 to the context.

367 **20. SATURDAYS, SUNDAYS AND HOLIDAYS.**

368 If any date for the occurrence of an event or act under the Contract falls on a Saturday, Sunday or legal holiday in the State where
369 the property is located, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

370 **21. EFFECTIVE DATE.**

371 The "Effective Date" of this Contract is the date of the last Buyer or Seller to execute this Contract as an accepted Contract.
372 Facsimile transmission of the Contract and Riders shall constitute one acceptable method to provide notice of acceptance
373 ("Effective Date") between Buyer and Seller, and each agree to deliver executed originals of Contracts and Riders promptly
374 thereafter.

Seller's Initial & Date

File Date (not acceptance date):

Buyer's Initial & Date

375 **22. LIKE-KIND EXCHANGE.**

376 A qualified like-kind exchange requires adherence to specific rules and regulations as set forth by the Internal Revenue Service.
377 Seller and Buyer are advised to obtain appropriate legal and tax advice to implement any such exchange.

378 **CHECK APPLICABLE BOX**

379 **Buyer.** Seller acknowledges that Buyer is contracting to acquire the Property in contemplation of completing a like-kind
380 exchange of certain other property previously owned by Buyer in a manner which will qualify as a like-kind exchange pursuant to
381 Section 1031 of the Internal Revenue Code. In this regard, Seller agrees to cooperate reasonably with Buyer so as to structure the
382 transaction in a manner which will qualify as a like-kind exchange under Section 1031; provided, however, that (i) Seller shall in no
383 event be required to incur any costs or expenses with respect to such cooperation; (ii) Buyer shall fully indemnify and hold harmless
384 Seller from all losses, costs, expenses and liabilities incurred as a result of such cooperation; (iii) Seller makes no warranty or
385 representation whatsoever with respect to the qualification of the transaction for like-kind exchange treatment under Section 1031;
386 and (iv) Seller shall have no responsibility, obligation or liability with respect to the tax consequences of the transaction to Buyer.

387 **Seller.** Seller has advised Buyer of Seller's intention to seek to effect a non-simultaneous like-kind exchange pursuant to
388 Section 1031 of the Internal Revenue Code in connection with the conveyance of the Property. In this regard, prior to the transfer
389 of the Property to Buyer, Seller intends to convey the Property to a neutral third party (an "Exchange Facilitator") subject to the
390 terms of this Contract. The Exchange Facilitator will assume and fulfill the contractual obligations of Seller contained herein and
391 the Property shall be transferred by the Exchange Facilitator to Buyer pursuant to the terms of this Contract at the time and in the
392 manner set forth herein. Buyer agrees to cooperate reasonably with Seller with respect to such exchange, provided, however (i)
393 Buyer shall in no event be required to incur any costs or expenses in this transaction as a result of or connected with the structuring
394 of this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code; (ii) Seller shall fully indemnify and
395 hold Buyer harmless from all loss, cost, expenses and liabilities incurred as a result of Buyer's cooperation in structuring this
396 transaction as a like-kind exchange; (iii) Buyer makes no warranty or representation whatsoever with respect to the qualification of
397 the transaction for like-kind exchange treatment under Section 1031; and (iv) Buyer shall have no responsibility, obligation or
398 liability with respect to the tax consequences of the transaction to Seller.

399 **23. TITLE INSURANCE (Per Item 7, Closing Costs & Prorations)**

400 Buyer or Seller (select one) agrees to pay for the title insurance premium for the Owner's Policy for Title Insurance.
401 Regardless who pays for the Owner's Policy of Title Insurance, Buyer shall pay for any title policy endorsements thereto including
402 but not limited to a Lender's Policy of Title Insurance (if any).

403 **24. RIDERS or SPECIAL TERMS & CONDITIONS.**

404 The following riders or supplements are attached hereto and incorporated herein as part of this Contract:

405 Estoppel Rider, Mediation/Arbitration

406 Anything contained within this Sale Contract to the contrary notwithstanding, Seller is aware that Buyer intends a use
407 for the property such that governmental approvals, environmental impact surveys, customary diligence by unrelated
408 third parties, and extensive inspections (both legal and physical) will be required. Seller understands that many factors
409 beyond buyer's control can and may impact a timely progression toward closing. Seller will cooperate with buyer to do
410 all that is reasonable and customary to assist buyer in effectuating buyer's ability to ultimately use the property in
411 compliance with local, state, federal, and any other authorities or interested parties who may affect or impinge Buyer's
412 property rights post closing. Should Buyer learn at any time before closing that the property's desired use is restricted,
413 Buyer shall notify Seller as soon as is reasonably possible that the contract is terminated and reasonable disposition of
414 earnest money shall be determined between the parties.
415 _____
416 _____
417 _____
418 _____
419 _____

Seller's Initial & Date

File Date (not acceptance date):

Buyer's Initial & Date

420 **25. AGENCY DISCLOSURE AND BROKERAGE COMMISSION.**

421 Buyer and Seller by signature to this Commercial Sale Contract acknowledge and consent to the representations and payment of
422 commission(s) or fee(s) disclosed herein.

423 Seller shall pay Seller's Broker a commission or fee per separate written agreement.

424 Seller or Buyer shall pay Buyer's Broker a commission or fee as indicated herein or per separate written agreement

425 5% of the total sale price

426 Broker(s) and affiliated licensee(s) duties and responsibilities are governed by the selection below (check appropriate category):

427 **SELLER'S BROKER and Agent/Licensee(s)**

- 428 SELLER NOT REPRESENT
- 429 Sellers Limited Agent
- 430 Sub-Agent
- 431 Disclosed Dual Agent
- 432 Designated Agent
- 433 Transaction Broker

BUYER'S BROKER and Agent/Licensee(s)

- BUYER NOT REPRESENTED
- Buyer's Limited Agent
- Sub-Agent
- Disclosed Dual Agent
- Designated Agent
- Transaction Broker

434 **Disclosure.** Buyer and Seller confirm that disclosure of the licensee's relationship was made no later than the first showing of the
435 property, upon first contact, or immediately upon the occurrence of a change to the relationship. Buyer and seller acknowledge that
436 they have received and read the Missouri Real Estate Commission Broker Disclosure Form.

437 **No Other Brokers.** Buyer and Seller warrant and represent that no Broker or other person other than Broker or Broker(s) named
438 herein are entitled to a commission or fee, finder's fee or other compensation in connection with this Commercial Sale Contract, and
439 Buyer and/or Seller shall indemnify and hold harmless the other party from any and all claims, liabilities, losses, damages, costs and
440 expenses arising from the claim of any other Broker, finder or other person for such compensation arising by, under or through the
441 indemnifying party.

442 **Commission Payable to Brokers Upon Default.** (1) Upon Seller's failure to close due to Seller's default, Seller shall immediately
443 pay in full the commissions or fee due Broker(s) by Seller, as set forth above. (2) Upon Buyer's failure to close due to Buyer's
444 default, the Escrow Agent is authorized to release one-half (1/2) of the Earnest Money and interest thereon to the Broker(s), not to
445 exceed the total commissions or fee due as set forth above, with the remaining balance released to Seller. (3) Upon Buyer's failure
446 to close due to Buyer's default, Buyer shall immediately pay in full the commissions or fee due Buyer's Broker, as set forth above
447 (or by separate written Agreement).

448 **Principal Status.** Seller and/or Buyer is a real estate licensee and is acting as a principal party in this Contract.

449 By signature below, the licensees confirm making disclosure of the brokerage relationship to the appropriate parties.

450 Seller's Broker: n/a

451 Seller's Broker Agent Licensee: n/a

452 Signature of Licensee: _____

453 Buyer's Broker: Cushman & Wakefield

454 Buyer's Broker Agent Licensee: Keith Ziercher

455 Signature of Licensee: _____

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OFFER TO BUYER.

Buyer Executes Offer: Date _____ Time _____
Buyer's Executed Offer to be Accepted By: Date _____ Time _____
Buyer Signature: _____
Title: _____
Print Full Name: _____
Tax Identification Number(s): _____

ACCEPTANCE OR COUNTER-OFFER BY SELLER.

Seller Accepts Offer: Date _____ Time _____
OR
Seller Executes 1st Counter-Offer: Date _____ Time _____
Seller's 1st Counter-Offer To Be Accepted By: Date _____ Time _____
Seller Signature: _____
Title: _____
Print Full Name: _____
Tax Identification Number(s): _____

ACCEPTANCE OR COUNTER-OFFER BY BUYER.

Buyer Accepts 1st Counter-Offer: Date _____ Time _____
OR
Buyer Executes 2nd Counter-Offer: Date _____ Time _____
Buyer's Executed 2nd Offer To Be Accepted By: Date _____ Time _____
Buyer Signature: _____
Carshield F.C. or any legal entity formed by the controlling minds/interests of Buyer listed herein

ACCEPTANCE OR COUNTER-OFFER BY SELLER

Seller Accepts 2nd Counter-Offer: Date _____ Time _____
OR
Seller Executes 3rd Counter-Offer: Date _____ Time _____
Seller's Executed 3rd Counter-Offer To Be Accepted By: Date _____ Time _____
Seller Signature: _____
Burkhardt Family Investments LLC

Seller's Initial & Date

File Date (not acceptance date):

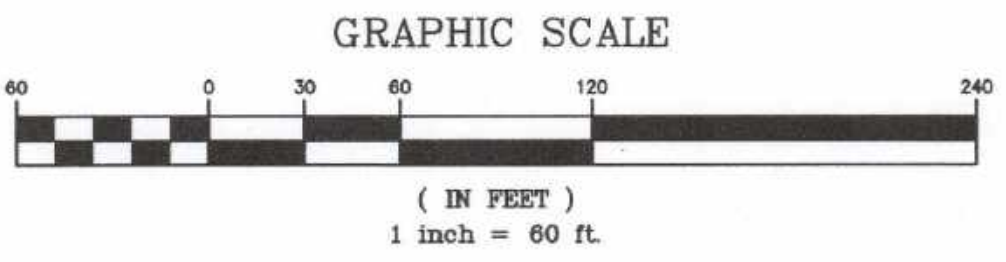
Buyer's Initial & Date

ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART OF LOT 2 OF OF E. KROENUNG ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 LOCATED IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

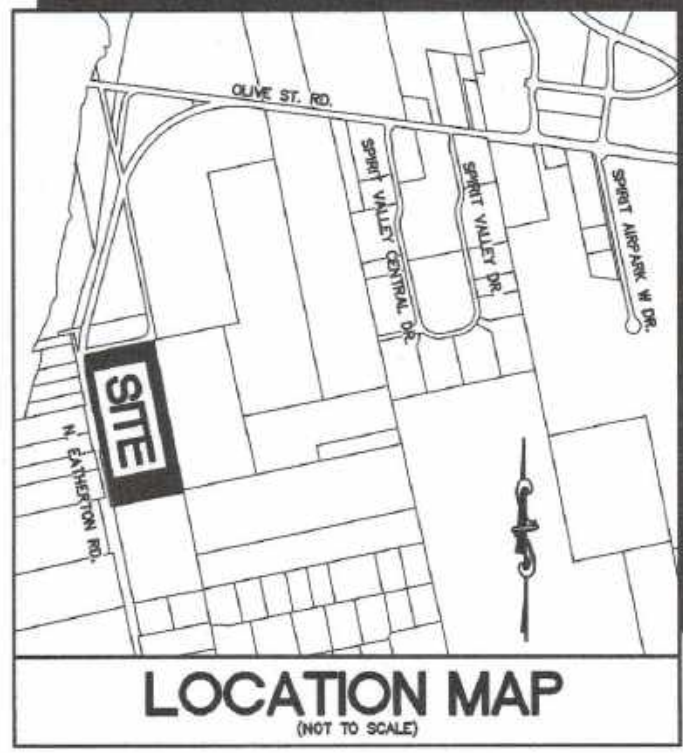
LEGEND

	BENCH MARK		FIRE HYDRANT
	FOUND IRON ROD		FIRE DEPARTMENT CONNECTION
	FOUND IRON PIPE		WATER MANHOLE
	RIGHT OF WAY MARKER		WATER METER
	UTILITY POLE		WATER VALVE
	SUPPORT POLE		POST INDICATOR VALVE
	UTILITY POLE WITH LIGHT		CLEAN OUT
	LIGHT STANDARD		STORM MANHOLE
	ELECTRIC METER		GRATED MANHOLE
	ELECTRIC MANHOLE		STORMWATER INLET
	ELECTRIC PEDESTAL		GRATED STORMWATER INLET
	ELECTRIC SPLICE BOX		SANITARY MANHOLE
	ELECTRIC BREAKER		TREE
	GAS DROP		BUSH
	GAS METER		TRAFFIC SIGNAL
	GAS VALVE		PARKING METER
	TELEPHONE MANHOLE		STREET SIGN
	TELEPHONE PEDESTAL		SPRINKLER
	TELEPHONE SPLICE BOX		MAIL BOX
	CABLE TV PEDESTAL		



ABBREVIATIONS

C.O.	CLEANOUT
D.B.	DEED BOOK
E.	ELECTRIC
F.L.	FLOWLINE
F.	FEET
FND.	FOUND
G.	GAS
M.H.	MANHOLE
N/F	NOW OR FORMERLY
P.B.	PLAT BOOK
P.C.	POLYVINYL CHLORIDE PIPE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
S.O.	SQUARE
T.	TELEPHONE CABLE
V.C.P.	VERTIFIED CLAY PIPE
W.	WATER
(85°)	RIGHT-OF-WAY WIDTH



ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 1108 NAVD83(2011a) Elev = 461.10

"Standard Aluminum Disk" stamped S-41 1980 Disk is set along the east side of Eatherton Road just north of the Shell Pipeline Marker; 10' east of the centerline of Eatherton and 60' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street Road and Eatherton Road.

- Notes:
- Stock and Associates Consulting Engineers, Inc. used exclusively Chicago Title Insurance Company, issuing Office Clear Title Group, CTG-2023 04 0543 CML, revision 4, with an effective date of March 28, 2023 at 9:01 AM for research of encumbrances and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
 - Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is at the effective date thereof vested in:
 - Barbara J. Maloney, Anna C. Molina, Lisa M. Brasher and Georgia N. Brasher
 - Title Commitment No. CTG-2023 04 0543 CML, revision 4, with Schedule B-Section 2 exceptions:
 - Item No. 9 Easement Deed granted to St. Charles Sand Company, as set forth in instrument recorded in Book 6033 at Page 292, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property
 - Item No. 10 Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6375 at Page 1395, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property
 - Item No. 11 Subject to Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6649 at Page 1030, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 12 Subject to Easement granted to Union Electric Company, as set forth in instrument recorded in Book 7604 at Page 2299, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 13 Subject to Easement granted to Monarch Chesterfield Levee District for Permanent Seepage Berm Easement and Maintenance Conditions as set forth in instrument recorded in Book 17599 at Page 3929, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 14 Subject to Easement granted to Monarch Chesterfield Levee District, et al. for the purpose of permanent roadway improvement maintenance utility and sewer easement deed, as set forth in instrument recorded in Book 17599 at Page 3946, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 15 Easement granted to Monarch Chesterfield Levee District for the purpose of temporary construction and access easement, as set forth in instrument recorded in Book 17599 at Page 3955, in the land records of St. Louis County, Missouri. "NOT SHOWN" Expired
 - Item No. 16 Subject to Easement granted to Burkhardt Family Investments, LLC for the purpose of permanent access easement, as set forth in instrument recorded in Book 17910 at Page 4916, in the land records of St. Louis County, Missouri.
 - Correction of permanent access easement deed, as set forth in instrument recorded in Book 18125 at Page 1929, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 17 Subject to General Utility Easement as set forth in instrument recorded in Book 17910 at Page 4923, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 18 Subject to General Utility Easement as set forth in instrument recorded in Book 17910 at Page 4929, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 19 Subject to Permanent Roadway Improvements Maintenance Utility and Sewer Easement as set forth in instrument recorded in Book 17910 at Page 4935, in the land records of St. Louis County, Missouri. "SHOWN"
 - Item No. 20 Subject to Easement granted to Burkhardt Family Investments, LLC for the purpose of permanent access easement deed, as set forth in instrument recorded in Book 18125 at Page 1936, in the land records of St. Louis County, Missouri. "SHOWN" (Calls in the description do not match the exhibit, duplicate of Book 17910, Page 4916 prior to Correction Deed Book 18125, Page 1929)
 - Item No. 21 Subject to Restrictions, easements, dedications, building lines and set back lines which are shown on the plat of SUBDIVISION OF E. KROENUNG ESTATE recorded in Plat Book 11 at Page 11, in the land records of St. Louis County, Missouri. "SHOWN"
- (4) Except as shown hereon there are no known encroachments on subject property.
- (5) There was no evidence of recent earth moving work, building construction observed at the time of this survey.
- (6) There are no known changes in street right of way lines.
- (7) There was no evidence of recent sidewalk/street construction at the time of this survey.
- (8) There were no wetlands designated onsite at the time of the survey.
- (9) Professional Liability Insurance policy obtained by the surveyor, certificate of insurance to be furnished upon request.

- GENERAL NOTES:**
- Subject property is Zoned P1 Planned Industrial District Ord# 3197
Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.
 - Subject property lies within Flood Zone X shaded (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) according to the National Flood Insurance Rate Map Number 28189C0125K with an effective date of 2-4-2015. By graphical plotting.
 - There are no marked parking stalls onsite.
 - Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

Surveyors Certification

This is to certify to:
 Carshield F.C.
 Clear Title Group LLC
 Chicago Title Insurance Company

That this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 8(b), 7(a), 7(b), 7(c), 8, 9, 11 and 13 of Table A thereof. The field work was completed during April 2023.

Walter J. Pfeiffer, P.L.C.
 License No. 000000000
 State of Missouri
 License No. 000000000
 State of Missouri

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
 LC 222-D

EXHIBIT A

LOT TWO (2) OF THE SUBDIVISION OF E. KROENUNG ESTATE, IN U.S. SURVEYS 133, 362 AND 1937, TOWNSHIP 45 NORTH, RANGE 3 EAST, IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 11 PAGE 11 OF THE ST. LOUIS COUNTY RECORDS, CONTAINING 20.737 ACRES;

EXCEPT THAT PART CONVEYED TO THE COUNTY OF ST. LOUIS FOR THE RELOCATION OF EATHERTON ROAD, BY DEED RECORDED IN BOOK 540 PAGE 510 OF THE ST. LOUIS COUNTY RECORDS;

THAT PART CONVEYED TO ST. LOUIS COUNTY, MISSOURI, FOR ROADWAY PURPOSES BY DEED RECORDED IN BOOK 6522 PAGE 629 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS;

THAT PART CONVEYED TO JACK J. SCHWARTZ AND PATRICIA M. SCHWARTZ, HIS WIFE BY DEED RECORDED IN BOOK 6999 PAGE 657 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS;

AND

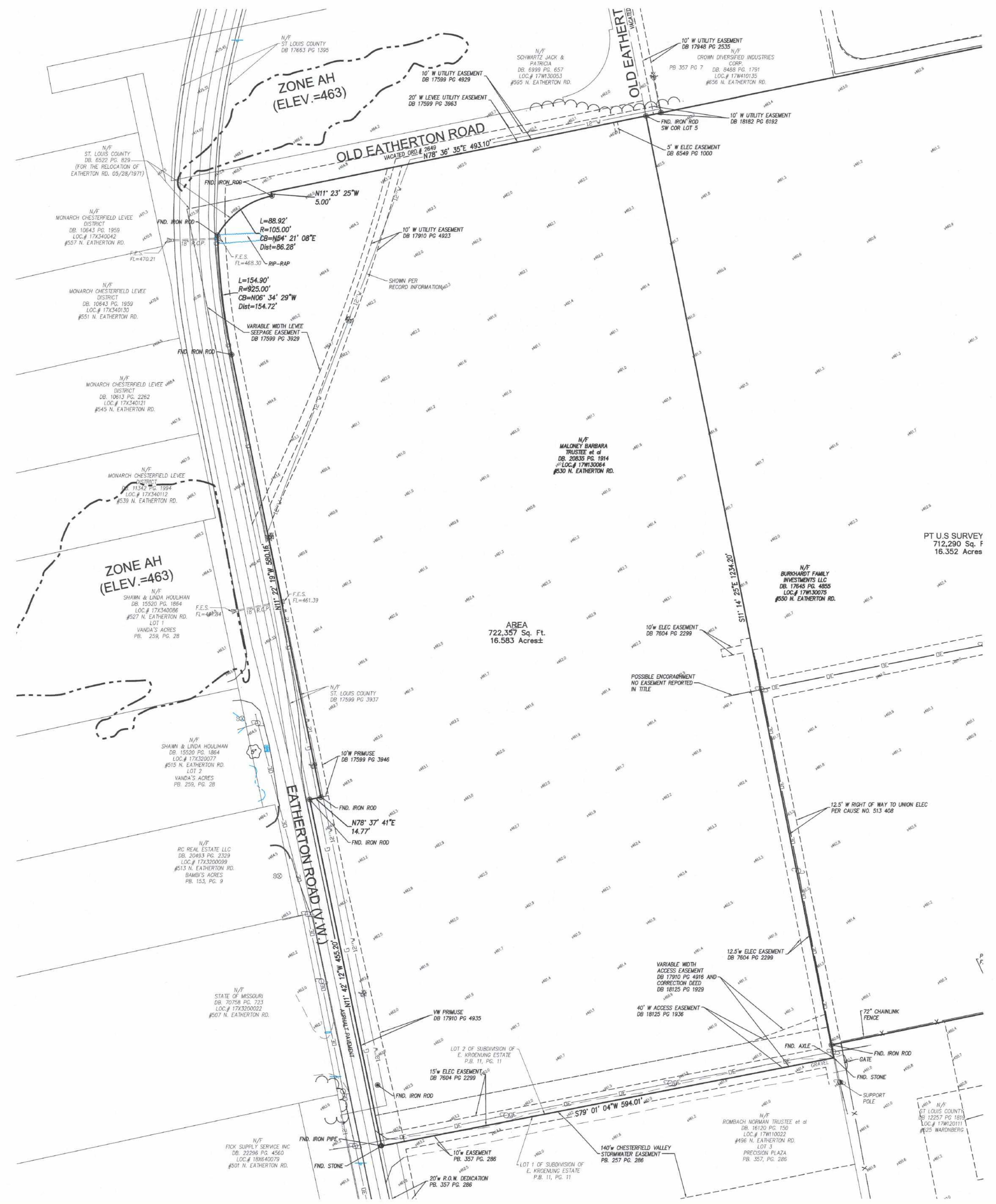
THAT PART CONVEYED TO ST. LOUIS COUNTY, MISSOURI, BY DEED RECORDED IN BOOK 17599 PAGE 3937 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS

AS SURVEYED DESCRIPTION

A tract of land being part of Lot 2 of the Subdivision of E. Kroenung Estate, a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11 of the St. Louis County Records located in U.S. Survey 362, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minute 04 seconds West, 594.01 feet to a stone found on the eastern right-of-way of Eatherton Road, variable width; thence along said right-of-way line the following courses and distances, North 11 degrees 42 minutes 12 seconds West, 455.20 feet to a found Iron Rod; North 78 degrees 37 minutes 41 seconds East, 14.77 feet to a found Iron Rod; North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found Iron Rod; said point also being the beginning of a curve to the right, having a radius of 925.00 feet; thence along said curve with an arc length of 154.90 feet and a chord which bears North 06 degrees 34 minutes 29 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet; along said curve with an arc length of 88.92 feet and a chord which bears North 54 degrees 21 minutes 05 seconds East, 86.28 feet to a found Iron Rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Eatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2649, recorded in Book 19501, Page 473 of above said records; thence along said southern line of Old Eatherton Road, North 78 degrees 38 minutes 35 seconds East, 493.10 feet to a found Iron Rod on the western line of a tract of land as conveyed to the Burkhardt Family Investments LLC by instrument recorded in Book 17845, Page 4855 of said records; thence along said western line and the western line of a tract of land as conveyed to St. Louis County, Missouri by instrument recorded in Book 12257, Page 1819, South 11 degrees 14 minutes 25 seconds East, 1,234.20 feet to the POINT OF BEGINNING.

Containing 722,357 square feet or 16.583 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. during May 2023.



257 Chesterfield Business Parkway
 St. Louis, MO 63008 PH: (636)
 330-5100 FAX: (636) 330-5000
 www.stockandassociates.com

STOCK & ASSOCIATES
 Consulting Engineers, Inc.

PREPARED BY:

ALTA/NSPS LAND TITLE SURVEY

PART OF LOT 2

630 N EATHERTON ROAD
 CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

STATE OF MISSOURI
 WALTER JOSEPH PFEIFFER
 LICENSE NUMBER
 PLS-000000000

WALTER J. PFEIFFER P.L.C.
 MISSOURI LICENSE # 000000000
 CERTIFICATE OF AUTHORITY
 LC 222-D

REVISIONS:

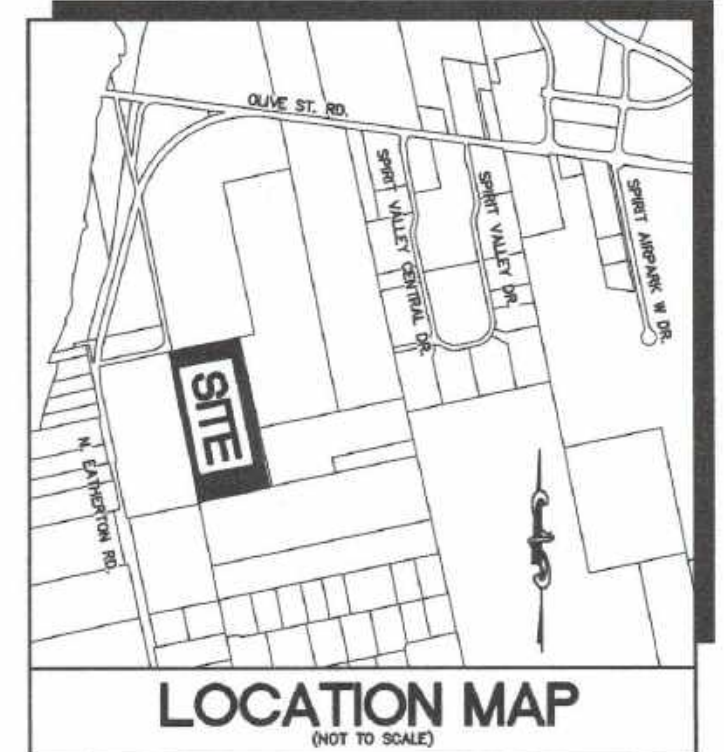
1	6/13/2023 - Revised per city comments
2	9/25/2023 - Additional Topo on Burkhardt Property.
3	1/10/2024 - Additional Title Work
4	2/06/2024 - New Title

DRAWN BY: J.K. CHECKED BY: W.J.P.
 DATE: 5/16/23 JOB NO: 2023-7301
 M.S.D. P.#: BASE MAP #:
 S.L.C. INT.#: MAT SUR.#:
 M.D.R.#:

Walter J. Pfeiffer, P.L.C.
 License No. 000000000
 State of Missouri
 License No. 000000000
 State of Missouri

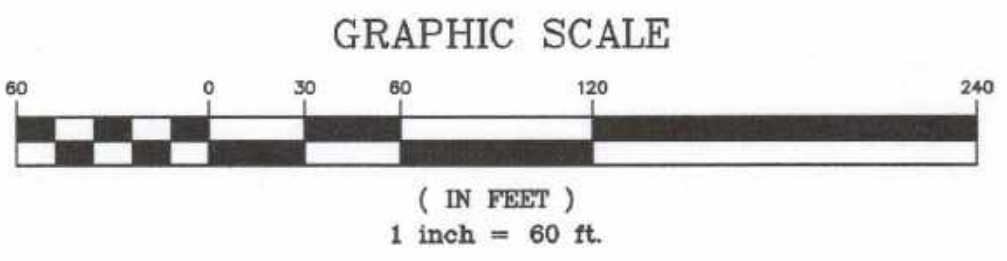
ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



LEGEND

	BENCH MARK		FIRE HYDRANT
	FOUND IRON ROD		FIRE DEPARTMENT CONNECTION
	FOUND IRON PIPE		WATER MANHOLE
	RIGHT OF WAY MARKER		WATER METER
	UTILITY POLE		WATER VALVE
	SUPPORT POLE		POST INDICATOR VALVE
	UTILITY POLE WITH LIGHT		CLEAN OUT
	LIGHT STANDARD		STORM MANHOLE
	ELECTRIC METER		GRATED MANHOLE
	ELECTRIC MANHOLE		STORMWATER INLET
	ELECTRIC PEDESTAL		GRATED STORMWATER INLET
	ELECTRIC SPLICE BOX		CHAINLINK/WIRE FENCE
	ELECTRIC BREAKER		WOOD/VINYL FENCE
	GAS DROP		GAS
	GAS METER		UNDER GROUND ELEC
	GAS VALVE		OVERHEAD ELEC
	TELEPHONE MANHOLE		TELEPHONE LINE
	TELEPHONE PEDESTAL		FIBER OPTIC LINE
	TELEPHONE SPLICE BOX		WATERLINE
	CABLE TV PEDESTAL		FLOODWAY
			SLOPE/LEVEE



LINE TYPE LEGEND

	EX CONT M/R
	EX CONT M/R
	TREE LINE
	FEMA ELEV
	FEMA LIMIT
	PAVEMENT
	WALL
	GUARD RAIL
	CHAINLINK/WIRE FENCE
	WOOD/VINYL FENCE
	GAS
	UNDER GROUND ELEC
	OVERHEAD ELEC
	TELEPHONE LINE
	FIBER OPTIC LINE
	WATERLINE
	FLOODWAY
	SLOPE/LEVEE



ST. LOUIS COUNTY BENCHMARK
 BENCHMARK 11109 NAVD83(SLCC2011a) Elev = 461.10
 Standard Aluminum Disk stamped SL-41 1990 Disk is set along the east side of Eatherton Road just north of the Shell Pipeline Marker; 10' east of the centerline of Eatherton and 60' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street and Eatherton Road.

ABBREVIATIONS

C.O.	CLEANOUT
D.S.	DEED BOOK
E	ELECTRIC
F.L.	FLOWLINE
FT.	FEET
FND.	FOUND
G	GAS
M.H.	MANHOLE
N.F.	NOW OR FORMERLY
P.B.	PLAT BOOK
P.C.	PLAT
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
S.O.	SQUARE
T	TELEPHONE CABLE
V.C.P.	VERIFIED CLAY PIPE
W	WATER
(RW)	RIGHT-OF-WAY WIDTH

Notes:
 (1) Stock and Associates Consulting Engineers, Inc. used exclusively Stewart Title Guaranty Company Commitment No. CTG-2023-11-1411-CML, revision 3, with an effective date of November 7, 2023 at 8:00 AM for research of easements and encroachments. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is at the effective date thereof vested in: Burkhardt Family Investments, LLC

(3) Title Commitment No. CTG-2023-11-1211-CML, revision 3 with Schedule B-Section 2 exceptions:

Item No. 7 Subject to Right-of-Way Easement granted to Shell Pipe Line Corporation, as set forth in instrument recorded in Book 2439 at Page 380, in the land records of St. Louis County, Missouri. "NOT SHOWN" Blanket in nature.

Item No. 8 Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6039 at Page 323, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject parcel.

Item No. 9 Subject to Easement granted to City of Chesterfield for the purpose of Storm Water Easement, as set forth in instrument recorded in Book 17693 at Page 3272, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 10 Easement granted to The Metropolitan St. Louis Sewer District, as set forth in instrument recorded in Book 17771 at Page 2609, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.

Item No. 11 Subordination Agreement by and between Union Electric Company d/b/a AmerenUE and St. Louis County, Missouri, as set forth in instrument recorded in Book 17781 at Page 2191, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.

Item No. 12 Permanent Storm Water Drainage Easement as set forth in instrument recorded in Book 17899 at Page 3783, in the land records of St. Louis County, Missouri. "SHOWN" Does not affect subject property.

Item No. 13 Subject to Easement granted to Burkhardt Family Investments, LLC, as set forth in instrument recorded in Book 17910 at Page 4916, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 14 Subject to Correction to Permanent Access Easement Deed granted to Burkhardt Family Investments, LLC, as set forth in instrument recorded in Book 18129 at Page 1929, in the land records of St. Louis County, Missouri. "Noted"

Item No. 15 Easement granted to Monarch-Chesterfield Levee District, et al, as set forth in instrument recorded in Book 17948 at Page 2535, in the land records of St. Louis County, Missouri. "SHOWN" Does not affect subject property.

Item No. 16 Easement granted to The Metropolitan St. Louis Sewer District, as set forth in instrument recorded in Book 17950 at Page 1547, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.

Item No. 17 Easement granted to The Metropolitan St. Louis Sewer District, as set forth in instrument recorded in Book 17950 at Page 1550, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.

Item No. 18 Subject to Permanent Access Easement granted to Burkhardt Family Investments, LLC, as set forth in instrument recorded in Book 18125 at Page 1936, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 19 Subject to General Utility Easement as set forth in instrument recorded in Book 18182 at Page 6192, in the land records of St. Louis County, Missouri. "SHOWN" Does not affect subject property.

Item No. 20 Subject to Report of Commissioners and Condemnation by and between Union Electric Company and Marie R. Burkhardt, et al filed 11/07/1984 as Cause Number 513-008 in the Circuit Court of St. Louis County, Missouri. Two of the described locations "SHOWN". The third location is not on the subject property.

(4) Except as shown hereon there are no known encroachments on subject property.

(5) There was no evidence of recent earth moving work, building construction observed at the time of this survey.

(6) There are no known changes in street right of way lines.

(7) There was no evidence of recent sidewalk/street construction at the time of this survey.

(8) There were no wetlands designated onsite at the time of the survey.

(9) Professional Liability Insurance policy obtained by the surveyor, certificate of insurance to be furnished upon request.

Surveyors Certification
 This is to certify to:
 Carshfield F.C.
 Clear Title Group LLC
 Stewart Title Guaranty Company

That this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 8(b), 7(a), 7(b), 7(c), 8, 9, 11 and 13 of Table A thereof. The field work was completed during April 2023.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
 LC 222-D
 By: *Walter J. Pflieger*
 Walter J. Pflieger, Missouri P.L.S. No. 2008-000728

A tract of land in U.S. Surveys 133 and 362, Township 45 North, Range 3 East of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at a stone at the Southwest corner of Lot 5 of "Subdivision of E. Kroenung Estate", a subdivision according to the plat thereof recorded in Plat Book 11, Page 11 of the St. Louis County Records; thence Eastwardly along the South line of said Lot 5 and its prolongation, being the South line of Lots 6 and 7 of said E. Kroenung Estate, North 78 degrees 26 minutes 00 seconds East 572.27 feet to the intersection of said South line with the East line of U.S. Survey 362; thence Southwardly along said East line, South 12 degrees 37 minutes 16 seconds East, 740.26 feet to a concrete monument at the Southwest corner of Lot 4 of "Subdivision of Amelia Boisselier Estate" a subdivision according to the plat thereof recorded in Plat Book 16, page 27 of the St. Louis County Records; thence Eastwardly along the South line of said Lot 4 and its prolongation, being the South line of said Amelia Boisselier Estate, North 78 degrees 23 minutes 57 seconds East 1169.82 feet to a stone on the East line of U.S. Survey 133; thence Southwardly along last said East line, South 12 degrees 33 minutes 38 seconds East, 475.07 feet to an iron pipe; thence leaving last said East line, South 78 degrees 19 minutes 40 seconds West, 1787.18 feet to an iron rod on the East line of Lot 2 of E. Kroenung Estates; thence along last said East line, North 11 degrees 24 minutes 56 seconds West, 1218.03 feet to the Point of Beginning according to survey by Stock and Associates Consulting Engineers, Inc., on March 16, 2007.

EXCEPTING THEREFROM, a tract of land being part of U.S. Survey 133 in Township 45 North, Range 3 East of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

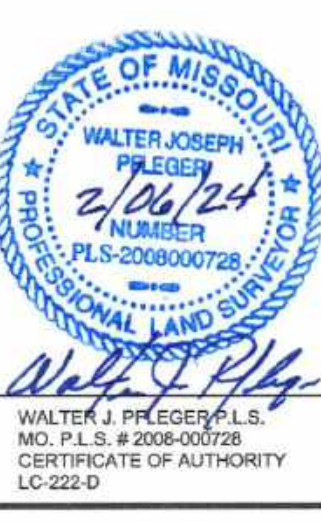
Beginning at a stone at the Southeast corner of Lot 3 of "Amelia Boisselier Estate", a subdivision according to the plat thereof recorded in Plat Book 16, Page 27 of the St. Louis County Records, said stone also being on the East line of said U.S. Survey 133; thence along said East line, South 12 degrees 33 minutes 38 seconds East, 475.07 feet to an iron pipe; thence leaving said East line, South 78 degrees 19 minutes 40 seconds West, 1189.26 feet to a point on the West line of said U.S. Survey 133; thence along said West line, North 12 degrees 37 minutes 28 seconds West, 476.57 feet to a concrete monument at the Southwest corner of Lot 4 of said Amelia Boisselier Estate; thence along the South line of said Lot 4 and its prolongation, being the South line of said Lot 3, North 78 degrees 23 minutes 57 seconds East, 1189.82 feet to the point of beginning and contains 565,927 square feet, or 12.992 acres, more or less.

GENERAL NOTES:

- Subject property is Zoned NU Non Urban
 Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.
- Subject property lies within Flood Zone X shaded (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) according to the National Flood Insurance Rate Map Number 29189C0125K with effective date of 2-4-2015. By graphically plotting.
- There are no marked parking stalls onsite.
- Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

PREPARED BY:
STOCK & ASSOCIATES
 Consulting Engineers, Inc.
 257 Chestnutfield Business Parkway
 St. Louis, MO 63003 P.O. BOX
 5301-3000 FAX (636) 340-3000
 www.stockandassociates.com
 Web: www.stockandassociates.com

ALTA/NSPS LAND TITLE SURVEY
PART OF U.S. SURVEY 362
 650 N EATHERTON ROAD
 CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



REVISIONS:
 1 6/13/2023 - Revised per city comments
 2 9/25/2023 - Additional Topo on Burkhardt Property.
 3 11/02/2024 - Additional Title Work
 4 2/05/2024 - New title

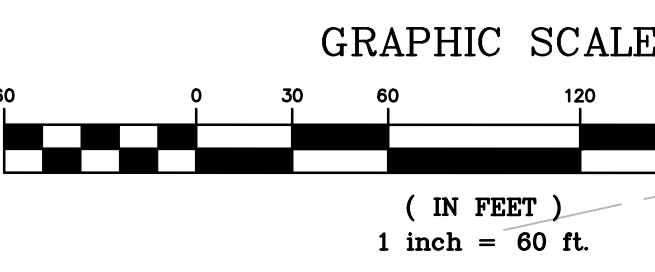
DRAWN BY:	CHECKED BY:
J.K. NPW	W.J.P.
DATE:	JOB NO.
3/21/23	2023-7301
M.S.D. #	BASE MAP #
S.L.C. HNT #	HNT S.U.P. #
M.D.A.R. #	

SHEET TITLE:
 ALTA/NSPS LAND TITLE SURVEY
 SHEET NO.:
SHEET #1

PREPARED FOR:
 CARSHIELD FC
 503 PEARL DR
 ST. PETER MO 63376
 ATTN: Nick Hamilton

PRELIMINARY DEVELOPMENT PLAN TEXT AMENDMENT TO P.I. ORDINANCE 3258

A TRACT OF LAND BEING PART OF LOT 2 OF E. KROENING ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 AND A TRACT OF LAND AS CONVEYED TO BURKHARDT FAMILY INVESTMENTS, LLC IN DEED BOOK 17845, PAGE 4855, ALL LOCATED IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS

- ATC - ADJUST TO GRADE
- B.C. - BACK OF CURB
- C.O. - CLEANOUT
- DB. - DEED BOOK
- E. - ELECTRIC
- ELEV. - ELEVATION
- EX. - EXISTING
- F.C. - FACE OF CURB
- FL. - FLOWLINE
- FT. - FEET
- FND. - FOUND
- G. - GAS
- H.W. - HIGH WATER
- LFB. - LOW FLOW BLOCKED
- M.H. - MANHOLE
- N/O. - NOW OR FORMERLY
- N/P. - NOT PLANNED
- P.B. - PLAY BOOK
- P.C. - PAGE
- PR. - PROPOSED
- P.V.C. - POLYVINYL CHLORIDE PIPE
- R.C.P. - REINFORCED CONCRETE PIPE
- R/W. - RIGHT-OF-WAY
- SQ. - SQUARE
- T. - TELEPHONE CABLE
- T.B.A. - TO BE ABANDONED
- T.B.R. - TO BE REMOVED
- T.B.R.&R. - TO BE REMOVED AND REPLACED
- TYP. - TYPICALLY
- U.L.P. - USE IN PLACE
- U.O.N. - UNLESS OTHERWISE NOTED
- V.C.P. - VITRIFIED CLAY PIPE
- W. - WATER
- (80"W) - RIGHT-OF-WAY WIDTH

LEGEND

- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING TREE
- EXISTING BUILDING
- EXISTING CONTOUR
- SPOT ELEVATION
- EXISTING UTILITIES
- FOUND 1/2" IRON PIPE
- SET IRON PIPE
- FOUND CROSS
- FOUND STONE
- FIRE HYDRANT
- LIGHT STANDARD
- BUSH
- SIGN
- NOTES PARKING SPACES
- QUY WIRE
- POWER POLE
- WATER VALVE
- DENOTES RECORD INFORMATION
- ACCESSIBLE PARKING
- PROPOSED CONTOUR
- PROPOSED SPOT
- PROPOSED STORM
- PROPOSED SANITARY

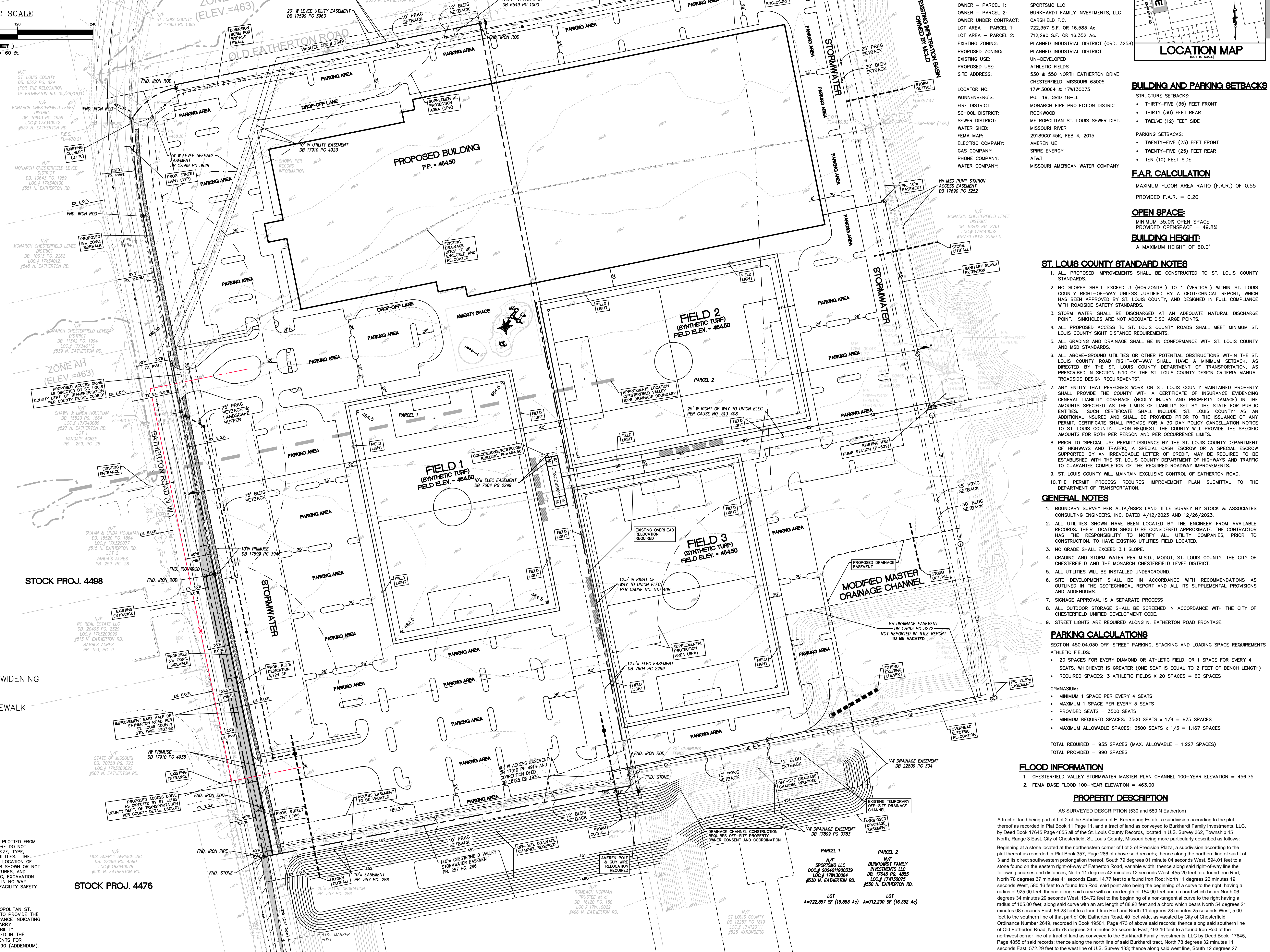
LEGEND

- EATHERTON ROAD WIDENING
- 5'w CONCRETE SIDEWALK

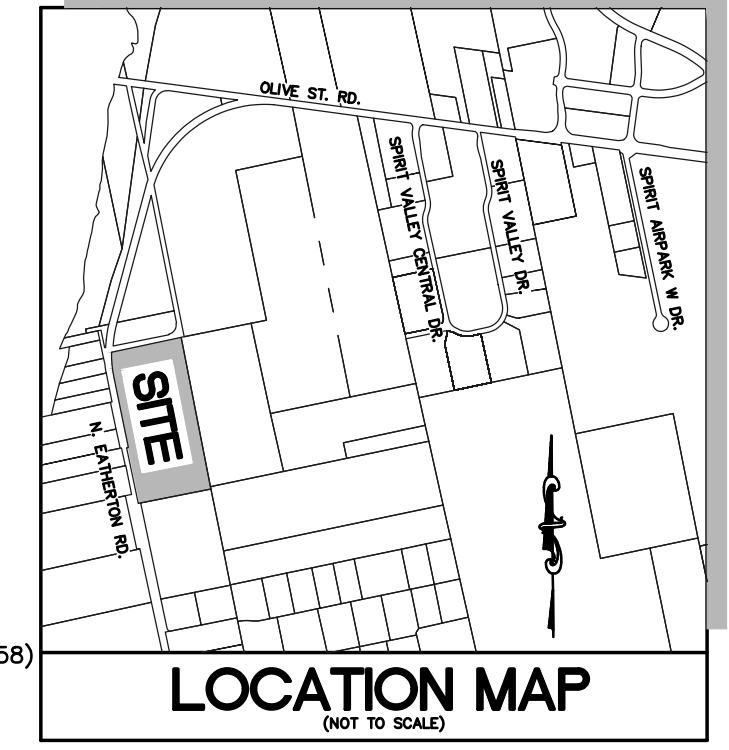
UTILITY NOTE:
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSM.

CONTRACTORS INSURANCE REQUIREMENTS
PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE "RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITY", SECTION 10.090 (ADDENDUM).

PREPARED FOR:
CARSHIELD FC
503 PEARL DR
ST. PETER MO 63376
ATTN: Nick Hamilton



ST. LOUIS COUNTY BENCHMARK
BENCHMARK # 11109 NAVD83(2011) Elev = 461.10
"Standard Aluminum Disk" stamped 31-41 1990 Disk is set along the east side of Eatherton Road. It is located 19' east of the centerline of Eatherton and 80' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street and Eatherton Road.



PERTINENT DATA
OWNER - PARCEL 1: SPORTSMO LLC
OWNER - PARCEL 2: BURKHARDT FAMILY INVESTMENTS, LLC
OWNER UNDER CONTRACT: CARSHIELD F.C.
LOT AREA - PARCEL 1: 722,357 S.F. OR 16,583 AC.
LOT AREA - PARCEL 2: 712,290 S.F. OR 16,352 AC.
EXISTING ZONING: PLANNED INDUSTRIAL DISTRICT (ORD. 3258)
EXISTING USE: UN-DEVELOPED
PROPOSED USE: ATHLETIC FIELDS
SITE ADDRESS: 530 & 550 NORTH EATHERTON DRIVE, CHESTERFIELD, MISSOURI 63305
LOCATOR NO: 17W130064 & 17W130075
MUNICIPALITY: PG. 19, GRID 18-LL
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER: MISSOURI RIVER
FEMA MAP: 28180C045K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE ENERGY
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

BUILDING AND PARKING SETBACKS
STRUCTURE SETBACKS:
• THIRTY-FIVE (35) FEET FRONT
• THIRTY (30) FEET REAR
• TWELVE (12) FEET SIDE
PARKING SETBACKS:
• TWENTY-FIVE (25) FEET FRONT
• TWENTY-FIVE (25) FEET REAR
• TEN (10) FEET SIDE

F.A.R. CALCULATION
MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55
PROVIDED F.A.R. = 0.20

OPEN SPACE
MINIMUM 35.0% OPEN SPACE
PROVIDED OPENSAPCE = 49.8%

BUILDING HEIGHT:
A MAXIMUM HEIGHT OF 60.0'

- ST. LOUIS COUNTY STANDARD NOTES**
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
 - NO SLOPES SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL) WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY UNLESS JUSTIFIED BY A GEOTECHNICAL REPORT, WHICH HAS BEEN APPROVED BY ST. LOUIS COUNTY, AND DESIGNED IN FULL COMPLIANCE WITH ROADSIDE SAFETY STANDARDS.
 - STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
 - ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
 - ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
 - ALL ABOVE-GROUND UTILITIES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM SETBACK, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION, AS PRESCRIBED IN SECTION 5.10 OF THE ST. LOUIS COUNTY DESIGN CRITERIA MANUAL "ROADSIDE DESIGN REQUIREMENTS".
 - ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE ENDORSING THE GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL INCLUDE ST. LOUIS COUNTY AS AN ADDITIONAL INSURED AND SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY POLICY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PERSON AND PER OCCURRENCE LIMITS.
 - PRIOR TO SPECIAL USE PERMIT ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW OR A SPECIAL ESCROW SUPPORTED BY IRREVOCABLE LETTER OF CREDIT, MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.
 - ST. LOUIS COUNTY WILL MAINTAIN EXCLUSIVE CONTROL OF EATHERTON ROAD.
 - THE PERMIT PROCESS REQUIRES IMPROVEMENT PLAN SUBMITTAL TO THE DEPARTMENT OF TRANSPORTATION.

- GENERAL NOTES**
- BOUNDARY SURVEY PER ALTA/NSPS LAND TITLE SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. DATED 4/12/2023 AND 12/26/2023.
 - ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
 - NO GRADE SHALL EXCEED 3:1 SLOPE.
 - GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
 - ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
 - SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
 - SEWER APPROVAL IS A SEPARATE PROCESS.
 - ALL OUTDOOR STORAGE SHALL BE SCREENED IN ACCORDANCE WITH THE CITY OF CHESTERFIELD UNIFIED DEVELOPMENT CODE.
 - STREET LIGHTS ARE REQUIRED ALONG N. EATHERTON ROAD FRONTAGE.

PARKING CALCULATIONS
SECTION 450.04.030 OFF-STREET PARKING, STAGING AND LOADING SPACE REQUIREMENTS
ATHLETIC FIELDS:
• 20 SPACES FOR EVERY DIAMOND OR ATHLETIC FIELD, OR 1 SPACE FOR EVERY 4 SEATS, WHICHEVER IS GREATER (ONE SEAT IS EQUAL TO 2 FEET OF BENCH LENGTH)
• REQUIRED SPACES: 3 ATHLETIC FIELDS X 20 SPACES = 60 SPACES
GYMNASIUM:
• MINIMUM 1 SPACE PER EVERY 4 SEATS
• MAXIMUM 1 SPACE PER EVERY 3 SEATS
• PROVIDED SEATS = 3500 SEATS
• MINIMUM REQUIRED SPACES: 3500 SEATS X 1/4 = 875 SPACES
• MAXIMUM ALLOWABLE SPACES: 3500 SEATS X 1/3 = 1,167 SPACES
TOTAL REQUIRED = 935 SPACES (MAX. ALLOWABLE = 1,227 SPACES)
TOTAL PROVIDED = 990 SPACES

FLOOD INFORMATION
1. CHESTERFIELD VALLEY STORMWATER MASTER PLAN CHANNEL 100-YEAR ELEVATION = 456.75
2. FEMA BASE FLOOD 100-YEAR ELEVATION = 463.00

PROPERTY DESCRIPTION
AS SURVEYED DESCRIPTION (530 AND 550 N Eatherton)
A tract of land being part of Lot 2 of the Subdivision of E. Kroening Estate, a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11, and a tract of land as conveyed to Burkhardt Family Investments, LLC, by Deed Book 17845 Page 4855 all of the St. Louis County Records, located in U.S. Survey 362, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:
Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 357, Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minute 04 seconds West, 594.01 feet to a stone found on the eastern right-of-way of Eatherton Road, variable width, thence along said right-of-way line the following courses and distances: North 11 degrees 11 minutes 42 seconds West, 455.20 feet to a found Iron Rod, North 78 degrees 37 minutes 41 seconds East, 147.77 feet to a found Iron Rod, North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found Iron Rod, said point also being the beginning of a curve to the right, having a radius of 925.00 feet, thence along said curve with an arc length of 154.90 feet which bears North 05 degrees 34 minutes 28 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet, along said curve with an arc length of 88.92 feet and a chord which bears North 54 degrees 21 minutes 08 seconds East, 86.28 feet to a found Iron Rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Eatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2645, recorded in Book 19501, Page 473 of above said records; thence along said southern line of Old Eatherton Road, North 78 degrees 36 minutes 35 seconds East, 493.10 feet to a found Iron Rod at the northwest corner line of a tract of land as conveyed to the Burkhardt Family Investments, LLC by Deed Book 17845, Page 4855 of said records; thence along the north line of said Burkhardt tract, North 78 degrees 32 minutes 11 seconds East, 572.29 feet to the west line of U.S. Survey 133; thence along said west line, South 12 degrees 27 minutes 10 seconds East, 740.46 feet and South 12 degrees 26 minutes 20 seconds East, 476.81 feet to the north line of a tract of land as conveyed to St. Louis County, Missouri by Deed Book 12257, Page 1819 of said records, thence leaving said west line and along the north and west lines of said St. Louis County tract, South 78 degrees 30 minutes 04 seconds West, 597.93 feet, and South 11 degrees 14 minutes 25 seconds East, 167.73 feet to the POINT OF BEGINNING.

Containing 1,434,647 square feet or 32.935 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. during December 2023.

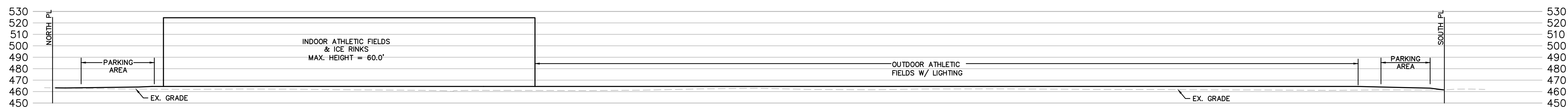
PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63015 PH: (636) 530-9300
530-9300 FAX: (636) 530-9300
e-mail: general@stockassoc.com
Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:
CARSHIELD FC SOCCER & HOCKEY TRAINING & PLAYING FACILITY
530 & 550 N. EATHERTON ROAD
CHESTERFIELD, MISSOURI 63305

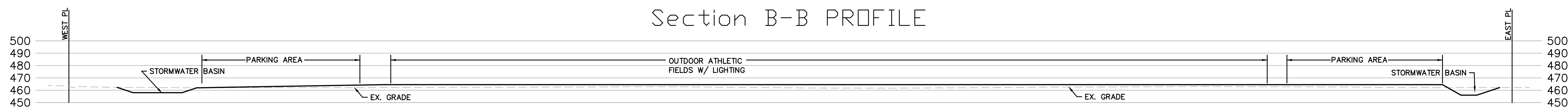


DATE: 12/27/2023
JOB NO: 222-7301-2
K.S.F. # 24MSD-xxxxx
S.L.C. # 17-17-17
M.S.U.P. # 2023-XXXX-XX
M.D.N.R. # MO-RA-#
SHEET TITLE: PRELIMINARY DEVELOPMENT PLAN
SHEET NO: 1 of 2

Section A-A PROFILE

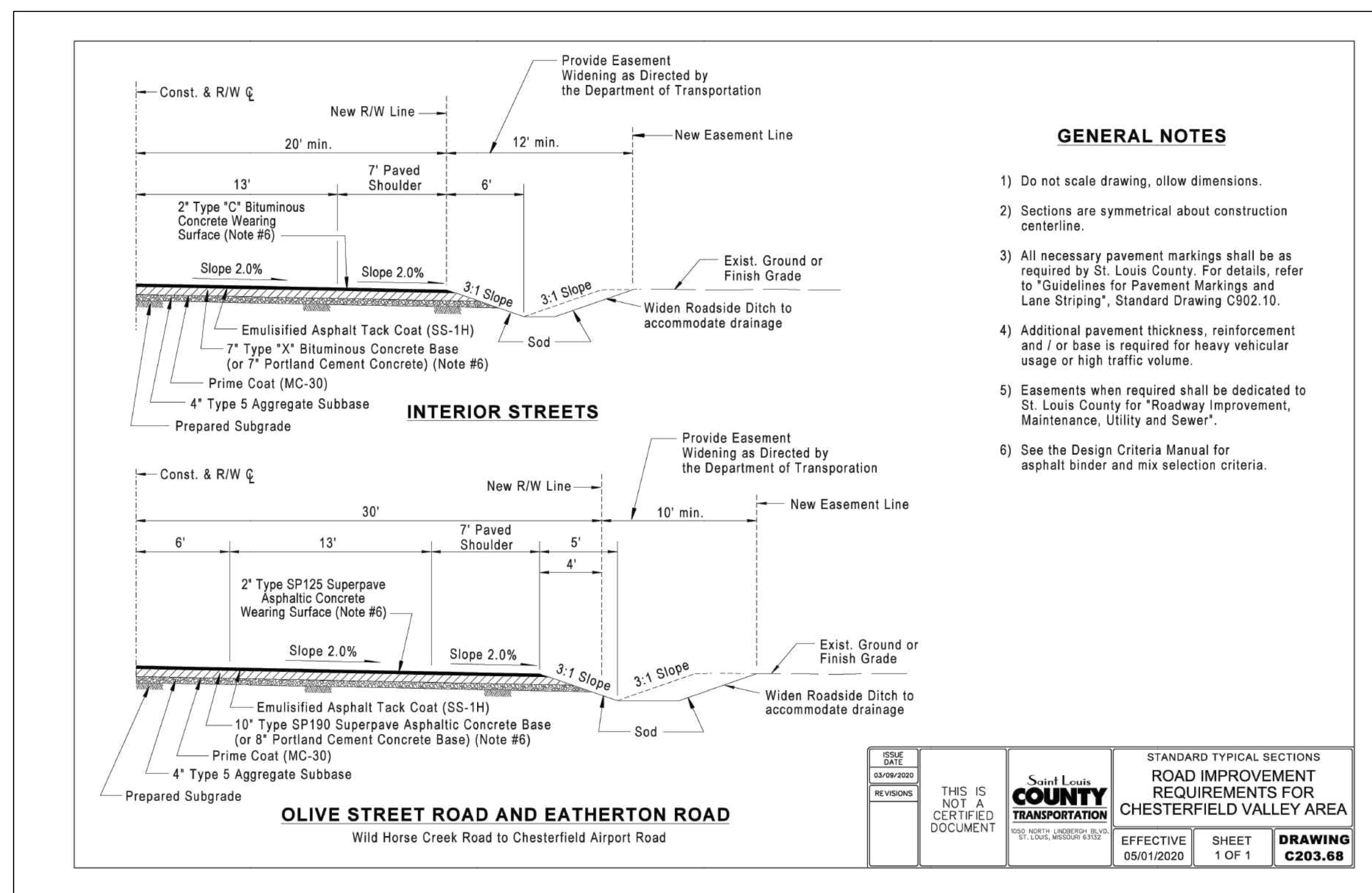


Section B-B PROFILE



SECTIONS
SCALE: HORZ: 1"=50'
VERT: 1"=20'

NOTE:
SEE SHEET 1 OF 2 FOR SITE SECTION LOCATIONS



GENERAL NOTES

- 1) Do not scale drawing, allow dimensions.
- 2) Sections are symmetrical about construction centerline.
- 3) All necessary pavement markings shall be as required by St. Louis County. For details, refer to "Guidelines for Pavement Markings and Lane Striping", Standard Drawing C902.10.
- 4) Additional pavement thickness, reinforcement and / or base is required for heavy vehicular usage or high traffic volume.
- 5) Easements when required shall be dedicated to St. Louis County for "Roadway Improvement, Maintenance, Utility and Sewer".
- 6) See the Design Criteria Manual for asphalt binder and mix selection criteria.

EATHERTON ROAD WIDENING - TYPICAL SECTION