



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Tuesday, October 18, 2022  
6:30 PM**

**I. Appointments** – Mayor Bob Nation

**II. Council Committee Reports**

**A. Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III

- 1. Proposed Bill No. 3402 - P.Z. 05-2022 Gateway Golf Center (Gateway Studios, LLC)** – An ordinance repealing City of Chesterfield Ordinance Number 2105 and changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 22.78-acre tract of land located on the north side of Outer 40 Road [P.Z. 05-2022 Gateway Golf Center. **(Second Reading) Planning Commission recommends approval with the requested setback modifications. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**
- 2. Proposed Bill No. 3403 - P.Z. 06-2022 17733 N. Outer Forty Road (Gateway Studios, LLC)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “M3” Planned Industrial District to a “PC” Planned Commercial District for a 34.02-acre tract of land located on the north side of Outer 40 Road. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**
- 3. Proposed Bill No. 3404 - P.Z. 08-2022 TSG Chesterfield Airport Road (Stock & Associates Consulting Engineers Inc.)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 13.02-acre tract of land located on the south side of Interstate 64, north of Chesterfield Airport Road and east of Long Road. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 4. Proposed Bill No. 3406 - Traffic Generation Assessment (TGA) Trust Funds** – An ordinance establishing five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri. **(Second**

**Reading) Planning & Public Works Committee recommends approval.**

**5. Proposed Bill No. 3407 - Traffic Generation Assessment (TGA) Trust Fund Rate Schedule** – An ordinance establishing an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri. **(Second Reading) Planning & Public Works Committee recommends approval.**

**6. Next Meeting – Thursday, October 20, 2022 (5:30pm)**

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

**1. Next Meeting – Committee of The Whole – Monday, October 24, 2022 (5:00pm)**

**C. Parks, Recreation and Arts Committee** – Chairperson Gary Budoor, Ward IV

**1. Next Meeting – Not yet scheduled**

**D. Public Health and Safety Committee** – Chairperson Aaron Wahl, Ward II

**1. Next Meeting – Not yet scheduled**

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

**A. Liquor License Request** – El Salto (955 Chesterfield Center) formerly Chili's – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote)**

**B. Bid Recommendation – Logan Park Improvements** – Recommendation to accept the low bid, as submitted by Bombshell Construction for grant funded improvements at Logan Park, including the base bid with alternates and 10% contingency, in an amount not to exceed \$893,200.

**IV. Other Legislation**

**A. Proposed Bill No. 3408 - Record Plat – Wild Horse Bluffs** – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Wild Horse Bluffs, a 4.9-acre tract of land zoned E-1AC Estate District with a Wildhorse Creek Road Overlay District located on

the north side of Wildhorse Creek Road and west of Long Road. **(First & Second Readings) Planning Commission recommends approval.**

- B. Proposed Bill No. 3409 - Record Plat – Wildhorse Village, Lot 1** – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Lot 1 of Wildhorse Village, an 8.7-acre tract of land zoned PC&R Planned Commercial and Residence District located both east of Burkhardt Place and south of Wild Horse Creek Road. **(First & Second Readings) Planning Commission recommends approval.**

## **V. Unfinished Business**

## **VI. New Business**

## **VII. Adjournment**

***NOTE:** City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

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

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



**AGENDA**  
**CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Tuesday, October 18, 2022**  
**7:00 PM**

- I. CALL TO ORDER** – Mayor Bob Nation
  
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
  
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
  
- IV. ROLL CALL** – City Clerk Vickie McGownd
  
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. City Council Meeting Minutes** – October 03, 2022
  
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Thursday, October 20, 2022 – Planning & Public Works (5:30pm)**
  - B. Monday, October 24, 2022 – F&A Committee of The Whole (5:00pm)**
  - C. Monday, October 24, 2022 – Planning Commission (7:00pm)**
  - D. Monday, November 07, 2022 – City Council Meeting (7:00pm)**
  
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  
- VIII. APPOINTMENTS** – Mayor Bob Nation
  
- IX. COUNCIL COMMITTEE REPORTS**



**A. Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III

- 1. Proposed Bill No. 3402 - P.Z. 05-2022 Gateway Golf Center (Gateway Studios, LLC)** – An ordinance repealing City of Chesterfield Ordinance Number 2105 and changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 22.78-acre tract of land located on the north side of Outer 40 Road [P.Z. 05-2022 Gateway Golf Center. **(Second Reading) Planning Commission recommends approval with the requested setback modifications. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**
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- 6. Next Meeting – Thursday, October 20, 2022 (5:30pm)**

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**1. Next Meeting – Committee of The Whole – Monday, October 24, 2022 (5:00pm)**

**C. Parks, Recreation and Arts Committee** – Chairperson Gary Budoor, Ward IV

**1. Next Meeting – Not yet scheduled**

**D. Public Health and Safety Committee** – Chairperson Aaron Wahl, Ward II

**1. Next Meeting – Not yet scheduled**

**X. REPORT FROM THE CITY ADMINISTRATOR** – Mike Geisel

**A. Liquor License Request** – El Salto (955 Chesterfield Center) formerly Chili’s – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote)**

**B. Bid Recommendation – Logan Park Improvements** – Recommendation to accept the low bid, as submitted by Bombshell Construction for grant funded improvements at Logan Park, including the base bid with alternates and 10% contingency, in an amount not to exceed \$893,200.

**XI. OTHER LEGISLATION**

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## **XII. UNFINISHED BUSINESS**

## **XIII. NEW BUSINESS**

## **XIV. ADJOURNMENT**

***NOTE:** City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

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**PLEASE REMEMBER THAT WE HAVE A STRATEGIC PLANNING MEETING AT 5:30 P.M., OCTOBER 18<sup>TH</sup>, IMMEDIATELY PRIOR TO THE AGENDA REVIEW MEETING.**

**AGENDA REVIEW – TUESDAY, OCTOBER 18, 2022 – 6:30 PM, IMMEDIATELY FOLLOWING THE STRATEGIC PLANNING MEETING.**

An AGENDA REVIEW meeting has been scheduled to start at **6:30 PM, on Tuesday, October 18, 2022.**

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

City of Chesterfield  
Excess Checks (=> \$5,000)  
September 2022

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
9/1/2022	1153	BYRNE & JONES	CVAC TURF PROJECT - GENERAL CONDITIONS/ENGINEERING - 08/31/2022	\$ 104,500.00	137
9/15/2022	1163	HEAVY DUTY EQUIPMENT	2 LANDSCAPE TRAILERS	10,110.00	137
9/15/2022	1164	KOZENY-WAGNER, INC.	CONSTRUCTION FOR EBERWEIN PARK PROJECT	140,720.65	137
9/22/2022	1166	GAMMA TREE EXPERTS	2022 STREET TREE AND STUMP REMOVALS, 2022 CONTRACTED STUMP REMOVAL	33,413.05	137
9/29/2022	1168	PRROTECT ROOFING, LLC	REMOVAL OF SOLAR THERMAL SYSTEM AT CITY HALL	27,879.50	137
9/1/2022	49269	G. R. ROBINSON SEED	(2)AZOXY/STROBE, (6)PROPICONAZOLE, (84)FIELD MARK CHALK, (6)GLYPHOSATE T&O 2.5 GAL AND (6)INLET 1 GAL	5,274.00	119
9/1/2022	49280	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	9,267.07	119
9/1/2022	49282	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	14,986.84	119
9/1/2022	49290	MUSCO SPORTS LIGHTING LLC	CVAC LIGHTING	5,500.00	119
9/8/2022	49311	MUSCO SPORTS LIGHTING LLC	CVAC LIGHTING	10,949.00	119
9/8/2022	49318	SUMMIT DISTRIBUTING	BEVERAGES	10,594.30	119
9/8/2022	49319	SWT DESIGN, INC	LOGAN PARK PHASE I & II PROFESSIONAL SERVICES	28,816.61	119
9/15/2022	49326	AMEREN MISSOURI	16365 LYDIA HILL DR.	7,131.69	119
9/15/2022	49330	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION D/E, ACCT 5798504112	5,366.46	119
9/15/2022	49332	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION B, ACCT# 0153089010	6,156.80	119
9/15/2022	49343	HEAVY DUTY EQUIPMENT	BAR OIL, WALK BEHIND SPRAYER/SPREADER	8,839.90	119
9/15/2022	49381	SWT DESIGN, INC	LOGAN PARK PHASE I & II PROFESSIONAL SERVICES	23,750.00	119
9/22/2022	49405	LANDMARK SIGN COMPANY LLC	FLAGS, SIGNS	5,198.00	119
9/22/2022	49409	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	21,029.58	119
9/1/2022	67489	FISCHER & FRICHEL	LCE RELEASE=FIENUP FARMS 109,115,129,130,131,139,140,141,142,144,145.	16,500.00	808
9/1/2022	67490	GEOTECHNOLOGY INC.	2022 CONSTRUCTION AND INSPECTION TESTING SERVICES	12,647.02	120
9/8/2022	67513	A GRAPHIC RESOURCE, INC	2022 FALL FLIPBOOK	7,870.00	001
9/8/2022	67517	ARMSTRONG TEASDALE LLP	PROFESSIONAL SERVICES-WILDHORSE VILLAGE, LP; PROFESSIONAL SERVICES-CHESTERFIELD MALL REDEVELOPMENT PROJECT	9,406.16	001
9/8/2022	67545	LAMKE TRENCHING & EXCAVATING, INC.	2022 SELECTIVE SLAB REPLACEMENT PROJECTS A & B	341,160.20	120
9/8/2022	67556	N.B. WEST CONTRACTING CO.	2022 SCHOETTLER ROAD ASPHALT OVERLAY	504,520.45	120
9/8/2022	67570	TOPE PLUMBING	1269 ROGUE RIVER - SEWER REPAIR	5,235.00	110
9/8/2022	67573	WIRELESS USA	(8) VEHICLE CHANGEOVER	10,177.50	121
9/15/2022	67581	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	19,698.81	001
9/15/2022	67588	E. MEIER CONTRACTING, INC.	2022 SIDEWALK REPLACEMENT PROJECT A	76,711.06	120
9/15/2022	67595	HANSEN'S TREE SERVICE AND ENVIRONMENTAL	2022 STREET TREE AND STUMP REMOVALS	13,633.00	001
9/15/2022	67612	PECKHAM GUYTON ALBERS & VIETS, INC	CHESTERFIELD, MO-REDEVELOPMENT PLANNING	7,235.00	001
9/15/2022	67621	THE GRAVILLE LAW FIRM, LLC	JULY/AUGUST 2022 PROFESSIONAL SERVICES	39,464.45	001
9/15/2022	67622	TIMBERLINE PROFESSIONAL TREE CARE LLC	2022 STREET TREE AND STUMP REMOVALS	6,270.00	001
9/15/2022	67626	TOPE PLUMBING	14563 BEXHILL - SEWER REPAIR	11,585.00	110
9/15/2022	67627	TOPE PLUMBING	15742 PLYMTON - SEWER REPAIR	7,878.00	110
9/15/2022	67628	TOPE PLUMBING	15435 HARRISBERG - SEWER REPAIR	5,278.00	110
9/15/2022	67629	TOPE PLUMBING	1743 GOLDEN LAKE - SEWER REPAIR	6,293.00	110
9/22/2022	67638	AZACK CONSTRUCTION	LANDSCAPE SURETY RELEASE-14390 OLIVE BLVD	10,000.00	808
9/22/2022	67648	GAMMA'S SHIELD SHADE TREE INC	2021 STUMP GRINDING	12,290.65	120
9/22/2022	67651	HORNER & SHIFRIN INC.	CONSTRUCTION ENGINEERING FOR EBERWEIN PARK	14,209.32	120
9/22/2022	67653	IDEAL LANDSCAPE MANAGEMENT	RIPARIAN TRAIL PHASE II	109,934.69	120
9/22/2022	67666	PNC BANK	AUG-SEPT PNC MONTHLY STATEMENT	16,055.66	001
9/22/2022	67673	THE HARTFORD-PRIORITY ACCOUNTS	SEPT 2022 LIFE, LONG&SHORT DIS, ACC&CRITICAL ILL INSURANCE	20,139.45	001
9/29/2022	67686	DELTA DENTAL OF MISSOURI	OCT 2022 DENTAL INSURANCE PREMIUMS HIGH & LOW OPTIONS	13,387.37	001
9/29/2022	67690	ENERGY PETROLEUM CO.	15 (APRIL THRU SEPTEMBER) INVOICES & 1 CREDIT FOR GASOLINE & DIESEL - \$27,080.36 CREDIT WAS FOR FED EXCISE TAX CHARGES	140,211.33	001
9/29/2022	67709	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	6,625.76	001
9/29/2022	67711	N.B. WEST CONTRACTING CO.	2022 SCHOETTLER ROAD ASPHALT OVERLAY	87,060.19	120
9/29/2022	67713	REJIS COMMISSION	REJIS CONTRACTUAL FEES	5,003.50	121
9/29/2022	67719	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	OCTOBER 2022 HEALTH INSURANCE PREMIUMS	202,497.38	001
9/29/2022	67723	TOPE INC	2184 WIDE OAK - SEWER REPAIR	5,998.00	110
9/29/2022	67725	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS	17,354.52	121
9/29/2022	67728	WILDHORSE VILLAGE LP	BURKHARDT RD - LOT 2B-1	15,137.64	808

\$ 2,256,951.56

Fund Legend

General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Everything from the ARPA Strategy should be coded to	137
Trust & Agency	808

Respectfully submitted by,  
John Hughes, Assistant Finance Director



Everything from the ARPA Strategy should be coded to 137  
Trust & Agency 808



## RECORD OF PROCEEDING

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

**OCTOBER 3, 2022**

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The meeting was called to order at 7 p.m.

Mayor Bob Nation led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation  
Councilmember Mary Monachella  
Councilmember Barbara McGuinness  
Councilmember Aaron Wahl  
Councilmember Mary Ann Mastorakos  
Councilmember Dan Hurt  
Councilmember Michael Moore  
Councilmember Merrell Hansen  
Councilmember Gary Budoor

APPROVAL OF MINUTES

The minutes of the September 19, 2022 City Council meeting were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve the September 19, 2022 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, October 18, at 7 p.m.

## COMMUNICATIONS AND PETITIONS

Mayor Nation congratulated Councilmember Mastorakos, who had recently been recognized by the St. Andrews Charitable Foundation for her leadership and volunteerism.

## APPOINTMENTS

Mayor Nation nominated Mr. Robert Puyear and Ms. Laura Houck for re-appointment to the Police Personnel Board. Councilmember Hurt made a motion, seconded by Councilmember Moore, to re-appoint Mr. Robert Puyear and Ms. Laura Houck to the Police Personnel Board for terms of three years each. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

### Planning/Public Works Committee

Bill No. 3402      Repeals City of Chesterfield Ordinance Number 2105 and changes the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 22.78-acre tract of land located on the north side of Outer 40 Road [P.Z. 05-2022 Gateway Golf Center **(First Reading) Planning Commission recommends approval with the requested setback modifications. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee**

Bill No. 3403      Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the “M3” Planned Industrial District to a “PC” Planned Commercial District for a 34.02-acre tract of land located on the north side of Outer 40 Road **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Moore, for the first reading of Bill Nos. 3402 and 3403.

Councilmember Hurt made a motion, seconded by Councilmember Hansen, to amend Bill Nos. 3402 and 3403 by incorporating Amendment #1 from the Planning/Public Works green sheet, to include retail uses O (Retail Sales Establishment – Community) and P (Retail Sales Establishment – Neighborhood). A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Monachella, to amend Bill Nos. 3402 and 3403 by incorporating Amendment #2 from the Planning/Public Works green sheet, to include the bar and brewpub as ancillary uses. Councilmember Wahl made a motion to further amend Amendment #2 by also adding restaurant uses L (Restaurant-Sit Down), M (Restaurant-Fast Food, No Drive-Thru), and N (Restaurant-Take Out) as ancillary uses. Councilmember Wahl retracted his motion, in order to allow all amendments to be voted on separately. A voice vote was taken on the original proposed Amendment #2, with a unanimous affirmative result, and the motion to amend was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Budoor, to amend Bill Nos. 3402 and 3403 by incorporating Amendment #3 to restrict the hours of operation for restaurant uses L (Restaurant-Sit Down), M (Restaurant-Fast Food, No Drive-Thru), and N (Restaurant-Take Out) to the hours of 6 am to 11 pm. A voice vote was taken with a negative result (Councilmembers Moore and Monachella voted “Aye”) and the motion to amend was declared failed.

A voice vote was taken for the first reading of Bill Nos. 3402 and 3403 as amended, with a unanimous affirmative result, and the motion was declared passed. Bill Nos. 3402 and 3403 were read for the first time.

Bill No. 3404           Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 13.02-acre tract of land located on the south side of Interstate 64, north of Chesterfield Airport Road and east of Long Road **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3404. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3404 was read for the first time.

Bill No. 3405           Amends City of Chesterfield Ordinance 3015 to authorize replacement construction and maintenance deposit agreements and sureties for the Alexander Woods Subdivision **(First & Second Readings) Planning & Public Works Committee recommends approval**



Bill No. 3406 Establishes five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri **(First Reading) Planning & Public Works Committee recommends approval**

Bill No. 3407 Establishes an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the first reading of Bill Nos. 3405, 3406 and 3407. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill Nos. 3405, 3406 and 3407 were read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3405. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3405 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3405 with the following results: Ayes – McGuinness, Hansen, Hurt, Moore, Monachella, Mastorakos, Budoor and Wahl. Nays – None. Whereupon Mayor Nation declared Bill No. 3405 approved, passed it and it became **ORDINANCE NO. 3203**.

Councilmember Hurt announced that the next meeting of this Committee, scheduled for Thursday, October 6, at 5:30 p.m., has been canceled.

### **Finance and Administration Committee**

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, announced that the next meeting of this Committee is scheduled for Monday, October 10, at 5:00 p.m., as a Committee of the Whole.

### **Parks, Recreation & Arts Committee**

Councilmember Gary Budoor, Chairperson of the Parks, Recreation & Arts Committee, indicated that there were no action items scheduled on the agenda for this meeting.

### **Public Health & Safety Committee**

Councilmember Aaron Wahl, Chairperson of the Public Health & Safety Committee, announced that the next meeting of this Committee is scheduled for Monday, October 17, at 5:30 p.m.

## **REPORT FROM THE CITY ADMINISTRATOR**

City Administrator Mike Geisel reported that Bradley Fuel & Repair, located at 14298 Ladue Road, has requested a new liquor license for retail sale of all kinds of liquor in

original package not to be consumed on premise. Councilmember Wahl made a motion to approve issuance of a new liquor license to Bradley Fuel & Repair. Initially, no one seconded the motion, so City Attorney Chris Graville reminded Council that the liquor license application meets all requirements of the City of Chesterfield Municipal Code; and has been reviewed and recommended for approval by both the Police Department and Planning & Development Services. Councilmember Wahl asked if members of Council were putting themselves at risk for litigation if they refused to approve this liquor license. City Attorney Graville responded that the petitioner meets the requirements of the City's ordinance and staff has made their recommendation for approval; however, if Council chooses to postpone, he recommended it be placed on the next City Council meeting agenda. The motion ultimately died due to lack of a second.

Councilmember Monachella made a motion, seconded by Councilmember Moore, to postpone consideration of the liquor license until the November 7 City Council meeting, allowing additional time for the petitioner to remedy ongoing items of non-compliance at the premises. A voice vote was taken with an affirmative result (Councilmember Wahl voted "Nay") and the motion was declared passed.

**OTHER LEGISLATION**

There was no other legislation scheduled for this meeting.

**UNFINISHED BUSINESS**

There was no unfinished business scheduled on the agenda for this meeting.

**NEW BUSINESS**

There was no new business.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:59 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: \_\_\_\_\_

## **UPCOMING MEETINGS/EVENTS**

- A. Thursday, October 20, 2022 – Planning & Public Works (5:30pm)**
- B. Monday, October 24, 2022 – F&A Committee of The Whole (5:00pm)**
- C. Monday, October 24, 2022 – Planning Commission (7:00pm)**
- D. Monday, November 07, 2022 – City Council Meeting (7:00pm)**

## **COMMUNICATIONS AND PETITIONS**

This section provides time for the public to speak and express their views during public comment. Each speaker is limited to not more than four minutes, after which, the City Administrator will indicate that their time has expired. It is important to remember that this section of the agenda is not intended or appropriate for debate or question and answer period. This is the public's opportunity to share their comments in a public forum.

## **APPOINTMENTS**

There are no appointments scheduled for tonight's meeting.

## **PLANNING AND PUBLIC WORKS COMMITTEE**

Chair: Councilmember Hurt

Vice-Chair: Councilmember Monachella

**Proposed Bill No. 3402 - P.Z. 05-2022 Gateway Golf Center (Gateway Studios, LLC)** – An ordinance repealing City of Chesterfield Ordinance Number 2105 and changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 22.78-acre tract of land located on the north side of Outer 40 Road [P.Z. 05-2022 Gateway Golf Center. **(Second Reading) Planning Commission recommends approval with the requested setback modifications. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**

**Proposed Bill No. 3403 - P.Z. 06-2022 17733 N. Outer Forty Road (Gateway Studios, LLC)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “M3” Planned Industrial District to a “PC” Planned Commercial District for a 34.02-acre tract of land located on the north side of Outer 40 Road. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**

**Proposed Bill No. 3404 - P.Z. 08-2022 TSG Chesterfield Airport Road (Stock & Associates Consulting Engineers Inc.)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 13.02-acre tract of land located on the south side of Interstate 64, north of Chesterfield Airport Road and east of Long Road. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

**Proposed Bill No. 3406 - Traffic Generation Assessment (TGA) Trust Funds** – An ordinance establishing five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri. **(Second Reading) Planning & Public Works Committee recommends approval.**

**Proposed Bill No. 3407 - Traffic Generation Assessment (TGA) Trust Fund Rate Schedule** – An ordinance establishing an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri. **(Second Reading) Planning & Public Works Committee recommends approval.**

**NEXT MEETING**

The next Planning and Public Works Committee is scheduled for Thursday, October 20<sup>th</sup>, 2022, at 5:30 pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Tuesday’s meeting.

# Memorandum

## Department of Planning



**To:** Michael O. Geisel, City Administrator

**From:** Justin Wyse, Director of Planning

**Date:** October 18, 2022

**RE:** **P.Z. 05-2022 Gateway Golf Center (Gateway Studios, LLC)**: A request for a zoning map amendment from the “PC” Planned Commercial District to a new “PC” Planned Commercial District for 22.78 acres located on the north side of Outer 40 Road (17V630059)

### **Summary**

Gateway Studios, LLC has submitted a request for a zoning map amendment from a “PC” Planned Commercial District to a new “PC” Planned Commercial District. The petitioner is requesting to rezone the property in order to have additional uses. Applicant has requested a modification request to have a 25’ building setback and 0’ parking setback from the west PC District boundary. The submittal includes a Preliminary Development Plan, narrative statement, and outboundary survey.

A Public Hearing was held on July 25, 2022 for this petition, during which the City of Chesterfield Planning Commission raised multiple issues regarding:

- Permitted uses.
- Cross Access Easement.

The applicant’s response to each issue and modification request were discussed at the September 12, 2022 Planning Commission meeting. Planning Commission voted to approve the modification request and this petition as presented by a vote of 9-0.

On September 22, 2022, the petition was brought before the Planning & Public Works Committee. A motion was made to approve with two conditions:

- Restriction to hours of operation for Public Retail uses
- Bar and Brewpub to be considered as ancillary uses.

The motion to approve the petition as amended was passed by a vote of 4-0.

The modifications were presented as a green sheet amendment at City Council meeting on October 03, 2022. The Council made a motion to approve the green sheet amendments by a vote of 8-0. The Attachment A is revised to include the amendments approved by City Council.

Attachments: Legislation  
Draft Attachment A  
Attachment B – Preliminary Development Plan



Figure 1: Subject Site Aerial

**BILL NO. 3402** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2105 AND CHANGING THE BOUNDARIES OF THE “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 22.78 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF OUTER 40 ROAD [P.Z. 05-2022 GATEWAY GOLF CENTER (GATEWAY STUDIOS), 17V630059].**

**WHEREAS**, the petitioner, Gateway Studios, LLC, has requested a change in zoning from the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 22.78 acre tract of land located on the north side of Outer 40 Road; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on July 25, 2022; and,

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

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of a change of zoning, with amendments, to the “PC” Planned Commercial District by a vote of 4-0; and,

**WHEREAS**, the City Council, having considered said request, voted to approve the change of zoning request.

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for a 22.78 acre tract of land located on the north side of Outer 40 Road as described as follows:

A TRACT OF LAND IN U.S. SURVEY 102, 150, AND 419, BEING A PORTION OF LOTS 1, 2, AND 3 OF THE SUBDIVISION OF THE SPENCER TYLER ESTATE, LOTS 1 AND 2 ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 25 OF THE ST. LOUIS COUNTY (FORMER CITY) RECORDS, AND LOT 3



ACCORDING TO PLAT MADE BY FERN AND CUMMINS IN U.S. SURVEY 102, THE PLAT OF WHICH IS NOT OF RECORD, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE AT THE INTERSECTION OF THE EAST LINE OF LOT 1 AND THE NORTH RIGHT-OF-WAY LINE OF NEW U.S. HIGHWAY 40; THENCE NORTH 84 DEGREES 10 MINUTES 55 SECONDS WEST ALONG SAID RIGHT-OF-WAY 495.01 FEET TO AN IRON PIPE IN THE EAST LINE OF LOT 2; THENCE NORTH 12 DEGREES WEST ALONG THE EAST LINE OF LOT 2, 290.79 FEET TO AN IRON PIPE (SAID PIPE BEING DISTANT NORTH 12 DEGREES WEST, 2063.36 FEET FROM THE NORTH LINE OF OLD U.S. HIGHWAY 40, T.R., PER DEED); THENCE SOUTH 78 DEGREES WEST 668.78 FEET TO AN OLD IRON PIPE; THENCE NORTH 12 DEGREES WEST 2007.66 FEET TO AN IRON PIPE; THENCE SOUTH 89 DEGREES 49 MINUTES 57 SECONDS EAST 1162.33 FEET TO AN IRON PIPE IN THE EAST LINE OF LOT 1; THENCE SOUTH 12 DEGREES 05 MINUTES 58 SECONDS EAST ALONG THE EAST LINE OF LOT 1, 2204.94 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY EXECUTED BY FAWCETT VOGT ASSOCIATES IN OCTOBER 1973, EXCEPTING THEREFROM THAT PART CONVEYED BY DEED RECORDED IN BOOK 7194 PAGE 181.

**Section 2.** The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations.

**Section 3.** The City Council, pursuant to the petition filed by Gateway Studios, LLC, in P.Z. 05-2022, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 25<sup>th</sup> day of July, 2022, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

**Section 4.** This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 10/03/2022

## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this PC District shall be:
  - a. Auditorium
  - b. Art Gallery; Art Studio
  - c. Banquet Facility
  - d. Recreational Facility
  - e. Office- Dental
  - f. Office – General
  - g. Office - Medical
  - h. Bakery
  - i. Coffee Shop
  - j. Restaurant-Sit Down
  - k. Restaurant -Fast Food, No Drive-Thru
  - l. Restaurant – Take Out
  - m. Retail Sales Establishment – Community
  - n. Retail Sales Establishment - Neighborhood
  - o. Film drop-off and pick up stations
  - p. Film processing plant
  - q. Financial Institution, No Drive-Thru;

- r. Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
  - s. Professional and technical service facility
  - t. Theatre, indoor
  - u. Theatre, Outdoor
2. Hours of Operation.
- a. Uses “m” and “n” listed above will be subject to hours of operation for the public from 6:00 AM to 11:00 PM.
3. Ancillary uses for the above referenced permitted uses shall be as follows:
- a. Bar
  - b. Brewpub

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

1. Height
- a. The maximum height of the building, structures, and screening of roof mechanical units shall not exceed sixty-five (65.0) feet.
2. Building Requirements
- a. A minimum of thirty-five percent (35%) openspace is required for this PC District.
  - 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, flag poles or fences will be located within the following setbacks:

- a. Fifty (50) feet from the right-of-way of N. Outer Forty Road on the South boundary of the Planned Commercial (PC) District.
- b. The south line of the Seepage Berm Easement as recorded in DB. 13144, Pg. 1876

c. Twenty-five (25) feet from the east and west boundary of the PC District.

2. Parking Setbacks

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

- a. Fifty (50) feet from the right-of-way of N. Outer Forty Road.
- b. The south line of the Levee Easement as recorded in DB. 10080, Pg. 937.
- c. Zero (0) feet from the east and west boundary of this Planned Commercial District.

**D. PARKING AND LOADING REQUIREMENTS**

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.
3. Parking lots shall not be used as streets.

**E. LANDSCAPE AND TREE REQUIREMENTS**

The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

**F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.

**G. LIGHT REQUIREMENTS**

Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

**H. ARCHITECTURAL**

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

#### **I. ACCESS/ACCESS MANAGEMENT**

1. Access to the development shall be as shown on the Preliminary Site 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 the agency in control of the right of way off which the access is proposed.
3. Cross access shall be provided to the adjoining properties as directed by the City of Chesterfield.
4. Access to St. Louis County road right-of-way and improvements within County road right-of-way (N. Outer 40 Road) shall be as directed by St. Louis County Department of Transportation.

#### **J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Highways and Traffic. No gate installation will be permitted on public right-of-way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
3. Obtain approvals from the City of Chesterfield and the St. Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
4. Additional right-of-way and road improvements shall be provided, as required by the St. Louis County Department of Transportation and the City of Chesterfield

## **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.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto N. Outer 40 Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

## **L. POWER OF REVIEW**

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than Seventy-two (72) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

## **M. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).

3. 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 stormwater management facilities shall be identified on all Site Development Plans.
4. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
5. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.
8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence



- may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner.
  10. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
  11. The developer shall reimburse the Chesterfield Valley Mitigation Bank Program for any jurisdictional wetlands that have been identified on this site. The reimbursement is required prior to approval of a Grading Permit, Improvement Plans, or issuance of any Building Permits. The reimbursement amount is based on the total acres delineated on the site requiring mitigation and will be the proportionate share of the cost of establishment of the mitigation area.

#### **N. SANITARY SEWER**

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

#### **O. GEOTECHNICAL REPORT**

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

#### **P. MISCELLANEOUS**

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.

3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. The City has a line of sight communication system between City Hall and the Parks Department Administration building located at 17891 N. Outer 40 Road. The development of the subject site may impact this communication system. In order for communication between the two City facilities to be maintained, a 20 foot wide clear zone is needed along the alignment shown on the aerial attached to this ordinance. Anything located within that 20 foot wide clear zone would need to be under 30 feet in height. Development of the subject site must be coordinated with the City such that the communication system is maintained.
5. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Chapter 405, Article 5 of Chesterfield City Code for specific requirements.

## **II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS**

- A. The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B. In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.

- C. Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D. Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E. Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

### **III. COMMENCEMENT OF CONSTRUCTION**

- A. Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B. Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

### **IV. GENERAL CRITERIA**

#### **A. SITE DEVELOPMENT CONCEPT PLAN**

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.

16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **V. TRUST FUND CONTRIBUTION**

Traffic generation assessment contributions shall be deposited with City of Chesterfield/St. Louis County prior to the issuance of building permits. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development.

### **A. ROADS**

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Highways and Traffic. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,477.85/parking space
General Office	\$825.90/parking space

(Parking spaces as required by the City of Chesterfield Code.)

If types of development differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

If a portion of the developments required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

Allowable credits for required roadway improvements will be awarded as directed by the Saint Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2023 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

Prior to Special Use Permit issuance by the Saint Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.

Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition where mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

## **B. WATER MAIN**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be the sum of \$996.57 per acre for the total area

as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

**C. STORM WATER**

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,161.89 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

**D. SANITARY SEWER**

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

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

Trust Fund contributions shall be deposited with St. Louis County in the form of a cash escrow prior to the issuance of building permits.

**VI. RECORDING**

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

## **VII. ENFORCEMENT**

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.



GENERAL NOTES

- 1. BOUNDARY AND TOPOGRAPHIC SURVEY BY STOOK & ASSOCIATES CONSULTING ENGINEERS, INC.
2. 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 UTILITIES COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
3. NO GRADE SHALL EXCEED 3:1 SLOPE.
4. GRADING AND STORM WATER PER M.S.D., MODOOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
5. STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
6. ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
7. SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
8. SIGNAGE APPROVAL IS A SEPARATE PROCESS.
9. THE CONTROLLING REGULATORY FLOORPLAN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 458.00 IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

ST. LOUIS COUNTY STANDARD NOTES

- 1. ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
2. NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
3. STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
4. ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
5. ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
6. ALL HYDRANTS, POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
7. ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE EVIDENCING 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 PER PERSON AND PER OCCURRENCE LIMITS.
8. 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 AN 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.

LEGAL DESCRIPTION

A TRACT OF LAND CONVEYED TO THE SUCCESSFUL INVESTORS, BY DEED BOOK 11060 PAGE 195 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. 419 IN TOWNSHIP 45 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF ABOVE SAID THE SUCCESSFUL INVESTORS TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ON ENTERPRISES LLC, BY DEED BOOK 21458 PAGE 2420 OF SAID RECORDS, BEING ON THE NORTH RIGHT OF WAY LINE OF NORTH OUTER 40 ROAD, VARIABLE WIDTH, THENCE ALONG THE NORTH RIGHT OF SAID NORTH OUTER 40 ROAD, NORTH 83 DEGREES 03 MINUTES 25 SECONDS WEST, 416.23 FEET, TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF CHESTERFIELD, BY DEED BOOK 12561 PAGE 953, OF SAID RECORDS; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EAST LINE OF SAID CITY OF CHESTERFIELD TRACT: NORTH 10 DEGREES 52 MINUTES 29 SECONDS WEST, 414.90 FEET; SOUTH 79 DEGREES 07 MINUTES 31 SECONDS WEST, 75.00 FEET; AND NORTH 10 DEGREES 52 MINUTES 29 SECONDS WEST, 1,163.46 FEET, TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO BROWNSTONE FARMS LLC, BY DEED BOOK 15466 PAGE 346, OF SAID RECORDS; THENCE SOUTH 88 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BROWNSTONE FARMS LLC TRACT, 478.19 FEET, TO THE EAST LINE OF U.S. SURVEY 419; THENCE SOUTH 10 DEGREES 58 MINUTES 28 SECONDS EAST, ALONG THE EAST LINE OF U.S. SURVEY 419, A DISTANCE OF 2,204.93 FEET TO THE POINT OF BEGINNING, CONTAINING 992,550 SQUARE FEET OR 22,786 ACRES, MORE OR LESS. ACCORDING TO CALCULATIONS PERFORMED BY STOOK AND ASSOCIATES IN JULY 2022.

ST. LOUIS COUNTY BENCHMARK

BENCHMARK 12357 NAVD88 Elev = 461.00
Standard 100 aluminum disk stamped S-384 situated in grassy area south of Chesterfield Airport Road and east of Chesterfield Industrial Boulevard, north of a bank addressed as #100 Chesterfield Industrial Boulevard, roughly 40 feet south of the centerline of Chesterfield Airport Road, 78 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.6 feet northeast of the northwest corner of the subdivision entrance monument for Chesterfield Industrial Park.

CONTRACTOR'S 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).

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 CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

PREPARED FOR:

J2 MANAGEMENT GROUP, LLC C/O
GATEWAY STUDIOS & PRODUCTION SERVICES
MR. JERRY KERR VICE CHAIRMAN
PHONE: (855) 332-4777

ATTACHMENT B

PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING PART OF U.S. SURVEYS 419 AND 1010
TOWNSHIPS 43 AND 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

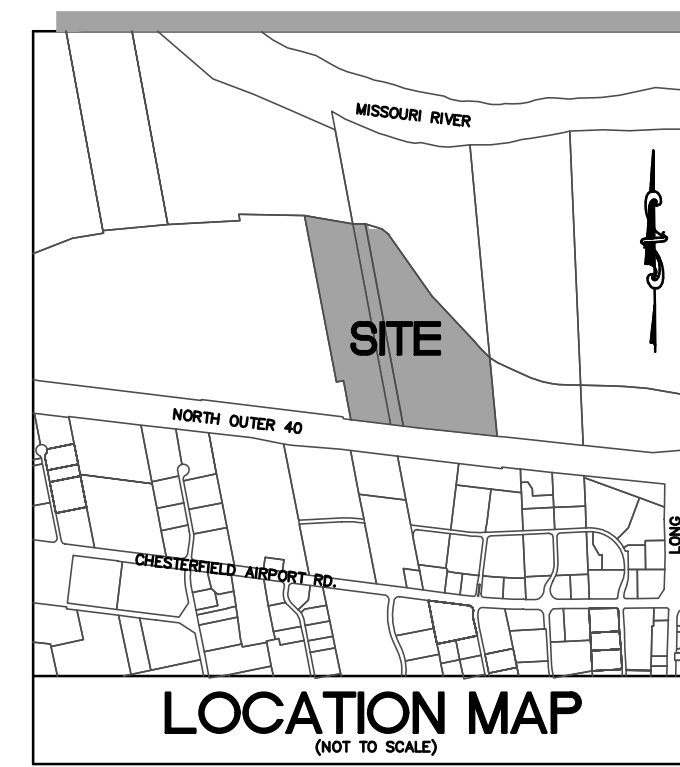
F.A.R. CALCULATION
MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55

OPEN SPACE:
MINIMUM 35.0% OPEN SPACE

HEIGHT:
A MAXIMUM HEIGHT OF 65.0' FEET

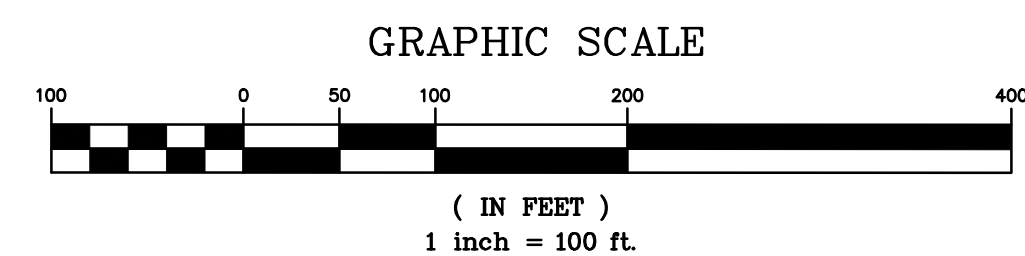
BUILDING AND PARKING SETBACKS

- STRUCTURE SETBACKS:
• FIFTY (50) FEET FROM NORTH OUTER FORTY ROAD RIGHT-OF-WAY
• THE SOUTH LINE OF THE SEEPAGE BERM EASEMENT AS RECORDED IN DB. 13144, PG. 1876
• TWENTY-FIVE (25) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
PARKING SETBACKS:
• FIFTY (50) FEET FROM NORTH OUTER FORTY ROAD RIGHT-OF-WAY
• THE SOUTH LINE OF THE LEVEE EASEMENT AS RECORDED IN DB. 10080, PG. 937
• ZERO (0) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT



SITE INFORMATION

OWNER: THE SUCCESSFUL INVESTORS, LLC
OWNER (UNDER CONTRACT): J2 MANAGEMENT GROUP, LLC
ADDRESS: 17795 NORTH OUTER FORTY RD CHESTERFIELD, MO 63005
EXISTING ZONING: "PC"
PROPOSED ZONING: "PC" PLANNED COMMERCIAL
LOCATOR NO: 17V630059
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: MISSOURI RIVER
FEMA MAP: 29189C0145K
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC.
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

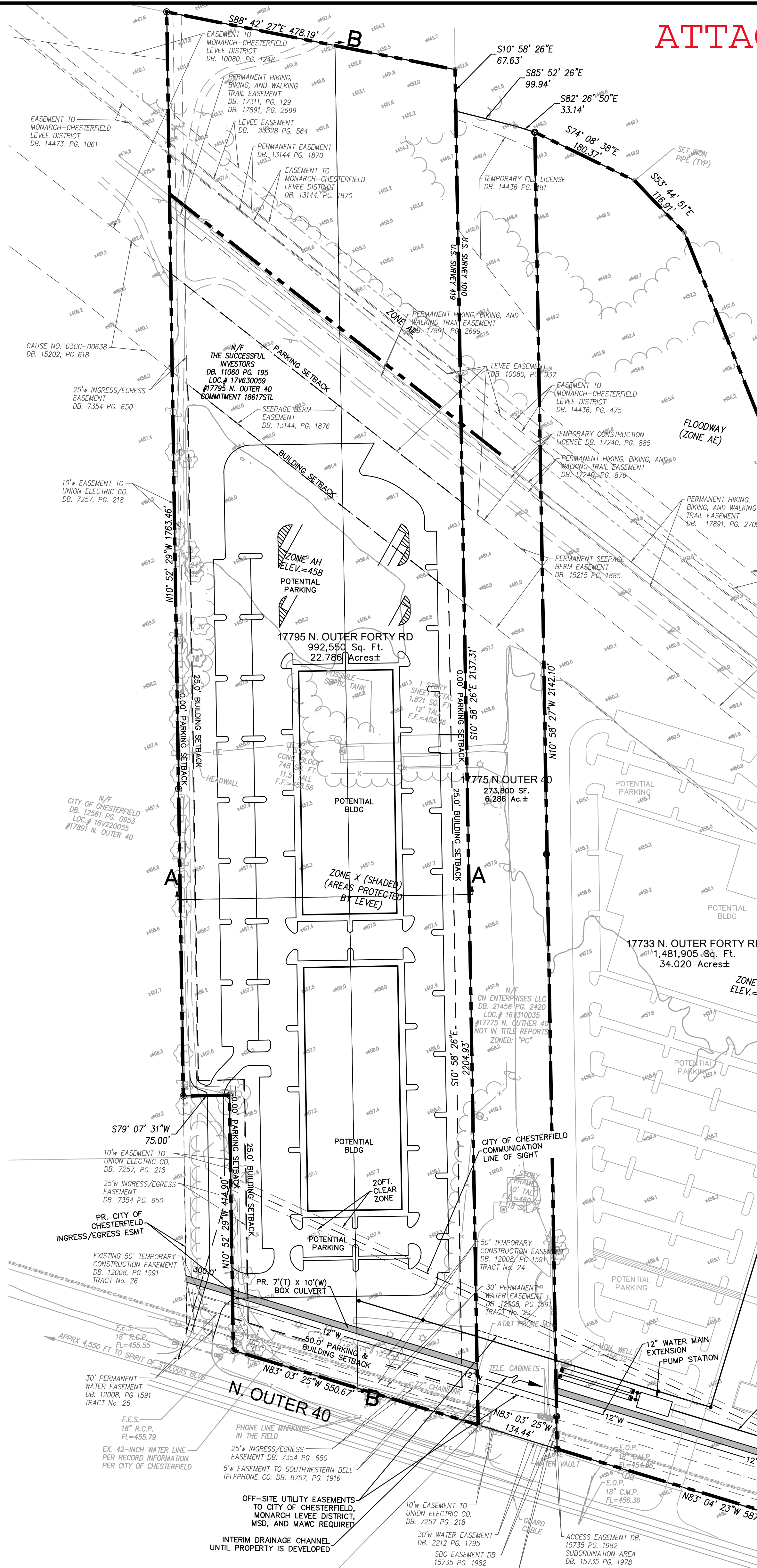


ABBREVIATIONS

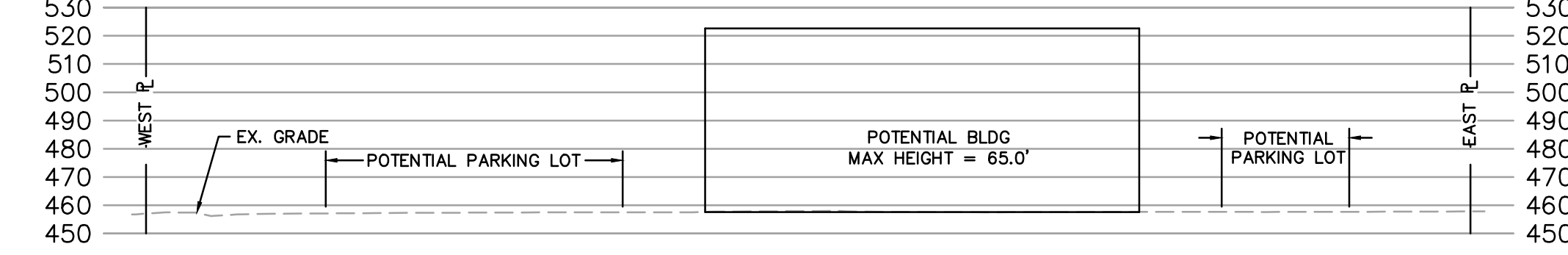
- AT&T - ADJUST TO GRADE
B.C. - BACK OF CURB
C.O. - CLEANOUT
DB. - DEED BOOK
E. - ELECTRIC
ELEV. - ELEVATION
EX. - EXISTING
F.C. - FACE OF CURB
FL. - FLOWLINE
FT. - FEET
FND. - FOUND
G. - GAS
H.W. - HIGH WATER
LFB - LOW FLOW BLOCKED
M.H. - MANHOLE
N/F - NOW OR FORMERLY
PB. - PLAT BOOK
PG. - PAGE
PR. - PROPOSED
P.V.C. - POLYVINYL CHLORIDE PIPE
R.C.P. - REINFORCED CONCRETE PIPE
R.O.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
ULIF. - USE IN PLACE
U.O.N. - UNLESS OTHERWISE NOTED
V.C.P. - VITRIFIED CLAY PIPE
W. - WATER
(86'W) - RIGHT-OF-WAY WIDTH

LEGEND

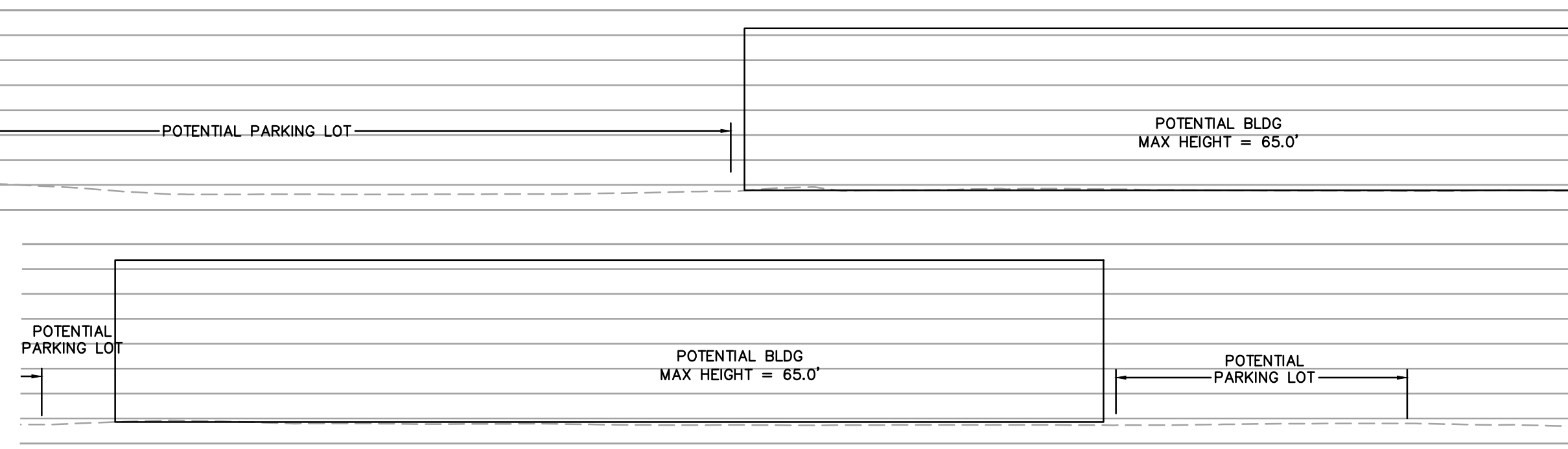
- EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING TREE
EXISTING BUILDING
EXISTING CONTOUR
SPOT ELEVATION
EXISTING UTILITIES
FOUND 1/2" IRON PIPE
SET IRON PIPE
FOUND CROSS
FOUND STONE
FIRE HYDRANT
LIGHT STANDARD
BUSH
SIGN
NOTES PARKING SPACES
GUY WIRE
POWER POLE
WATER VALVE
DENOTES RECORD INFORMATION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



17795 N. OUTER 40 RD. SECTION A - A PROFILE



17795 N. OUTER 40 RD. SECTION B - B PROFILE



PREPARED BY:

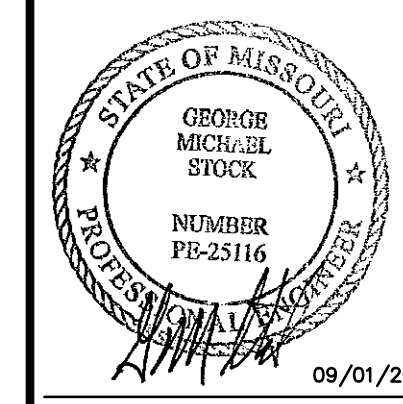


PRELIMINARY DEVELOPMENT PLAN FOR:

17795 N. OUTER FORTY ROAD

CHESTERFIELD, MISSOURI 63005

DATE:



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

REVISIONS:

- 1. 2022-07-05 CITY
2. 2022-08-16 CITY
3. 2022-09-01 CITY

DRAWN BY: K.S.G. CHECKED BY: G.M.S.

DATE: 06/09/2022 JOB NO: 2022-7165

SCALE: 1" = 50'

SCALE: 1" = 50'

SCALE: 1" = 50'

SCALE: 1" = 50'

SCALE: 1" = 50'

SCALE: 1" = 50'

SCALE: 1" = 50'

SCALE: 1" = 50'

SCALE: 1" = 50'

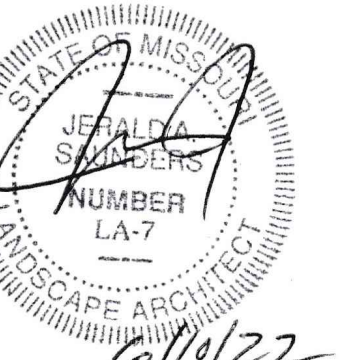
SCALE: 1" = 50'

SCALE: 1" = 50'

PRELIMINARY DEVELOPMENT PLAN

PDP-1.0



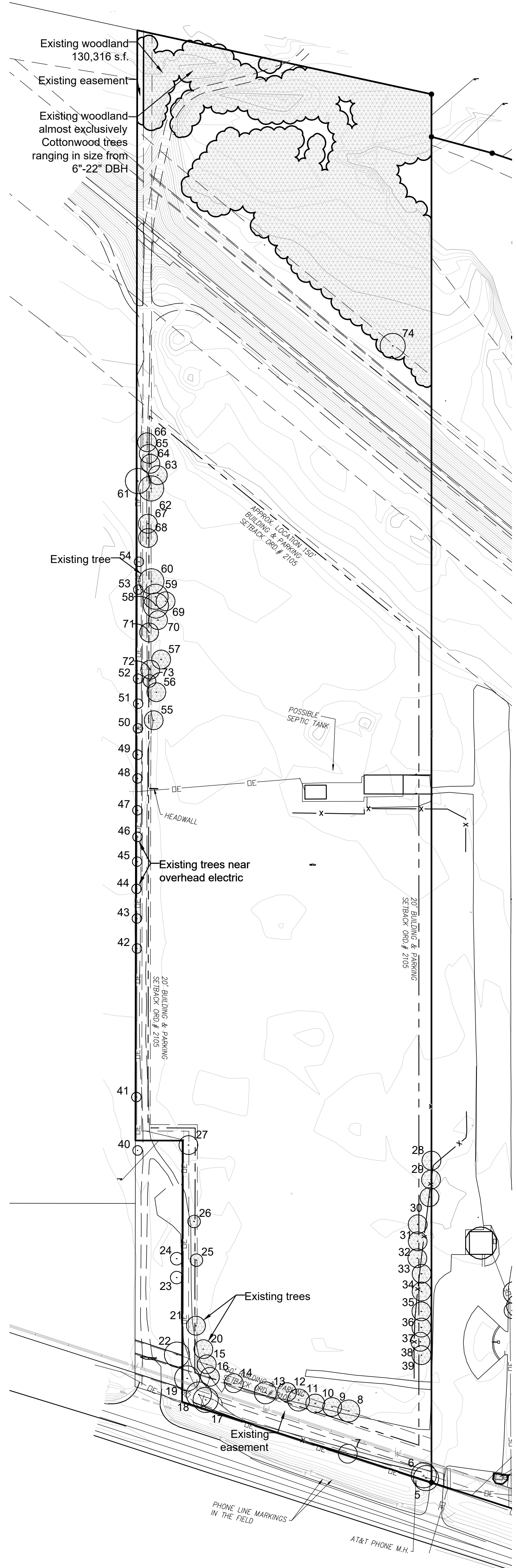


Jerald Saunders - Landscape Architect  
MO License # LA-007

Consultants:

# 17795 North Outer Forty Road

Chesterfield, Missouri 63005



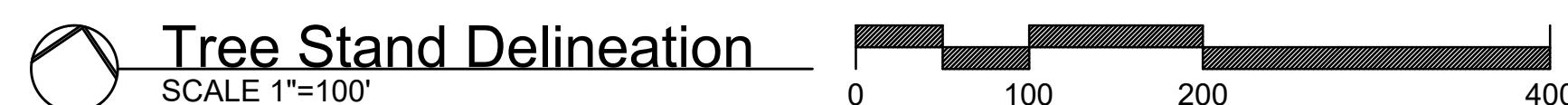
ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
1	Cottonwood	31	40	2	
2	Cottonwood	36	40	2	Easement
3	Bradford Pear	6	30	1	Easement
4	Ash	13	35	1	Half dead
5	Ash	13	30	1	Half dead
6	Ash	13	30	1	Half dead
7	Ash	18	35	1	Half dead
8	Ash	15	30	1	Half dead
9	Ash	15	35	1	Half dead
10	Mulberry	6	30	1	
11	Bradford Pear	14	30	2	
12	Bradford Pear	7	30	2	
13	Cottonwood	33	40	2	Easement
14	Cottonwood	24	40	2	Easement
15	Cottonwood	36	40	2	Easement
16	Bald Cypress	26	30	3	
17	Bald Cypress	24	30	3	
18	Bradford Pear	7	40	2	Offsite
19	Bradford Pear	6	20	1	Offsite
20	Bradford Pear	6	20	1	Offsite
21	Bradford Pear	6	20	1	
22	Bradford Pear	8	20	2	
23	Red Maple	11	30	3	Easement
24	Mulberry	8	30	2	
25	Mulberry	12	30	1	In fence
26	Mulberry	8	30	1	In fence
27	Mulberry	10	30	1	In fence
28	Mulberry	6	30	1	In fence
29	Mulberry	8	30	1	In fence
30	Mulberry	10	30	1	In fence
31	Mulberry	6	30	1	In fence
32	Mulberry	8	30	1	In fence
33	Mulberry	10	30	1	In fence
34	Mulberry	12	30	1	In fence
35	Mulberry	8	30	1	In fence
36	Mulberry	12	30	1	In fence
37	Mulberry	6	30	1	In fence
38	Mulberry	8	30	1	In fence
39	Mulberry	8	30	1	In fence
40	Crabapple	7	15	1	Offsite
41	Crabapple	6	15	1	Easement
42	Crabapple	6	15	1	Easement
43	Crabapple	6	15	1	Easement
44	Crabapple	7	15	1	Easement
45	Crabapple	6	15	1	Easement
46	Crabapple	7	15	1	Easement
47	Crabapple	7	15	1	Easement
48	Crabapple	6	15	1	Easement
49	Crabapple	6	15	1	Easement
50	Crabapple	3	15	1	Easement
51	Crabapple	7	15	2	Easement
52	Crabapple	6	15	2	Easement
53	Crabapple	7	15	2	Easement
54	Crabapple	5	15	2	Easement
55	Mulberry	22	30	2	
56	Mulberry	18	30	2	
57	Mulberry	30	30	2	
58	Cottonwood	32	40	2	
59	Cottonwood	24	40	2	
60	Cottonwood	36	40	2	
61	Cottonwood	28	40	2	Quad 20x18x18x16. easement
62	Cottonwood	28	40	2	Quad 20x18x18x16
63	Willow	12	30	1	Clump 12x12x12
64	Cottonwood	12	30	2	
65	Elm	6	30	2	
66	Honeylocust	10	30	2	
67	Willow	12	30	1	Clump 12x12x12
68	Willow	12	30	1	Clump 12x12x12
69	Mulberry	8	30	1	
70	Mulberry	9	30	1	
71	Mulberry	10	30	1	
72	Mulberry	10	30	1	
73	Boxelder	8	20	1	
74	Cottonwood	28	40	5	In woodland

**Tree Condition Rating:**  
 Excellent 4  
 Good 3  
 Fair 2  
 Poor 1  
 Dead 0

**Tree Stand Delineation Narrative**  
 This project site comprises a total of 22 acres and has a total of 156,024 s.f. of tree canopy which excludes permanent easement areas and offsite tree canopy area.

The Tree Stand Delineation map was completed by field inspection. There are no Monarch, state champion, or rare trees found onsite.

- Total Site Area = 992,550 s.f. (22.78 acres)
- Woodland Tree Canopy Area = 130,316 s.f. (2.99 acres)
- Individual Tree Canopy Area = 25,708 s.f. (0.59 acres)
- Total Existing Tree Canopy Area = 156,024 s.f. (3.58 acres)



Revisions:

Date	Description	No.

Drawn: KP  
 Checked: RS

**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 790 south 40 park drive, chesterfield, missouri 63005  
 t. 636.519.8668  
 www.loomis-associates.com

Loomis Associates, Inc.  
 Missouri State Certificate of Authority # LAC #000019

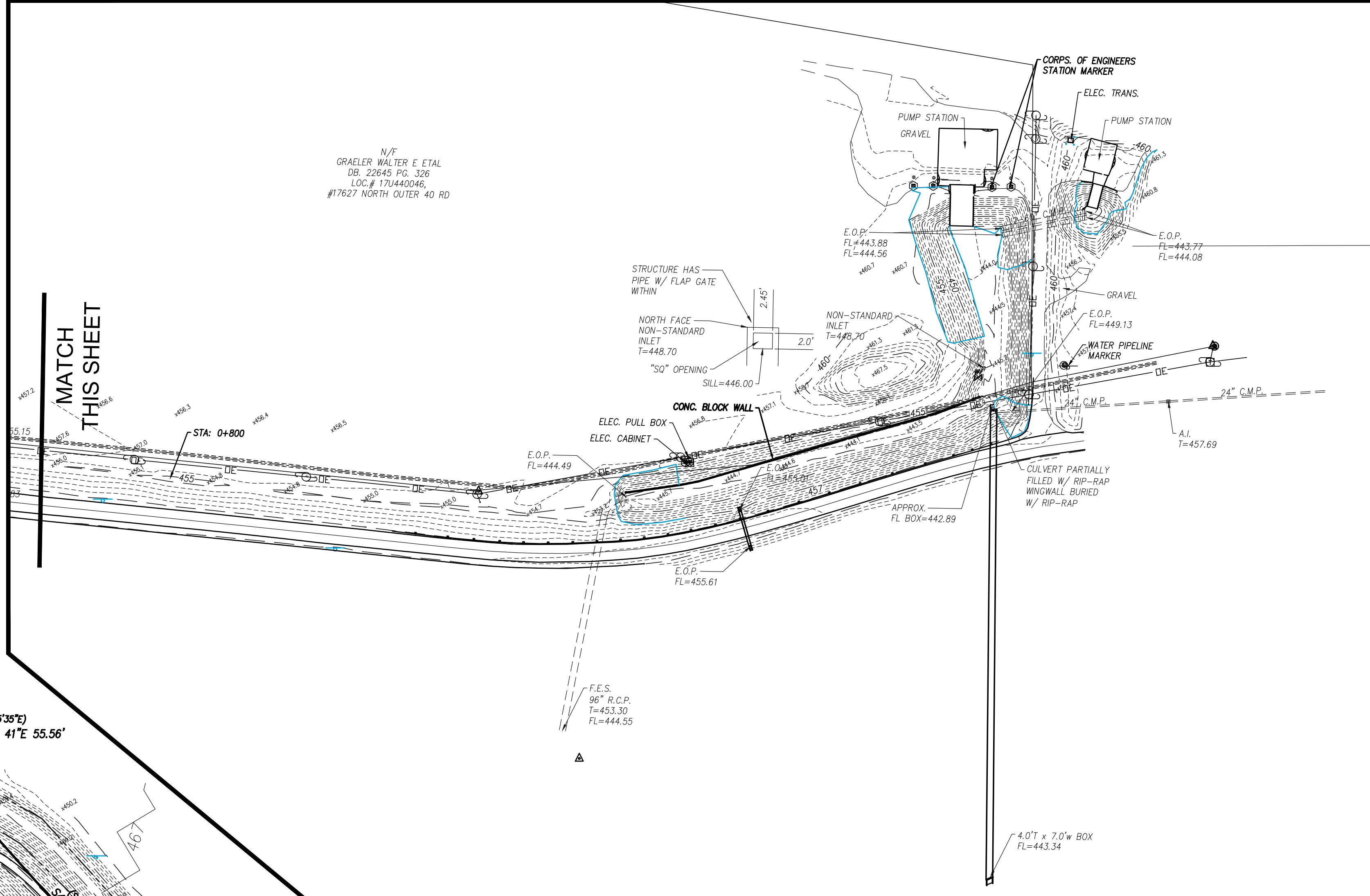
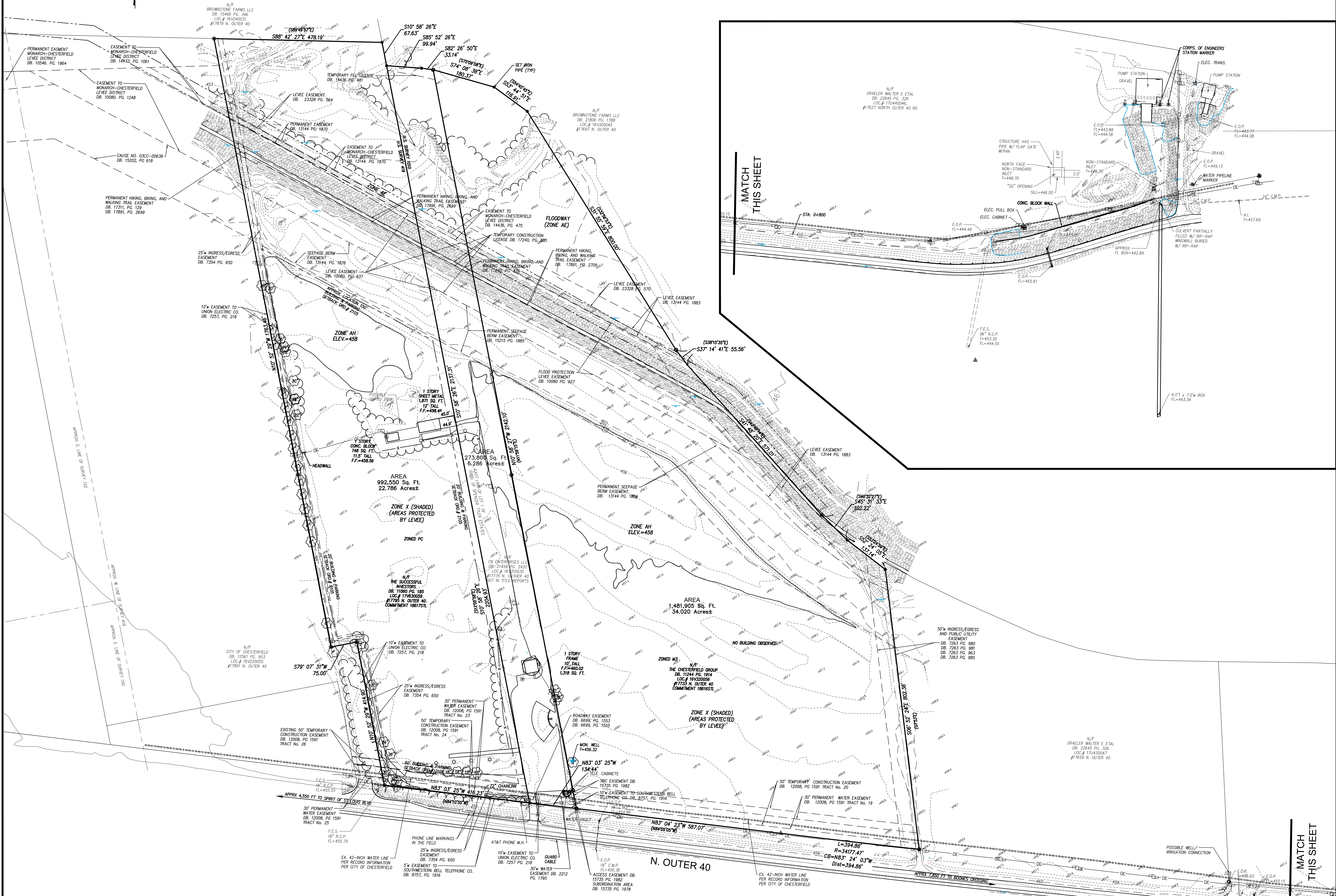
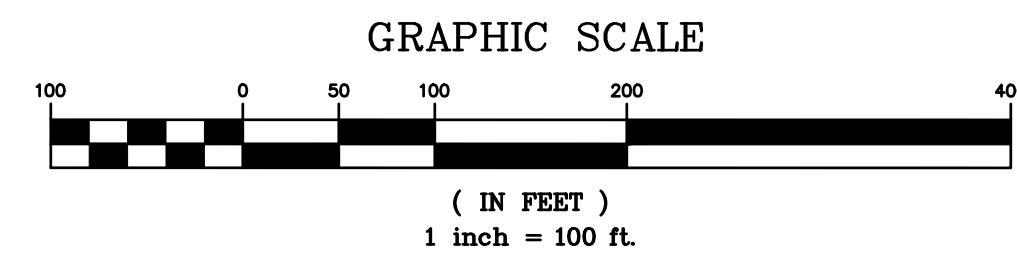
Sheet Title:	Tree Stand Delineation
Sheet No.:	TSD
Date:	6/10/22
Job #:	813.099

Tree Stand Delineation Prepared under direction of:  
 Brian Bage  
 Certified Arborist MW-5033A



# ALTA/NSPS LAND TITLE SURVEY

TRACTS OF LAND BEING PART OF U.S. SURVEYS 419 AND 1010  
TOWNSHIPS 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



PREPARED FOR  
GATEWAY STUDIOS & PRODUCTION SERVICES  
C/O MR. JERRY KERR  
VICE CHAIRMAN  
PHONE: (855) 332-4777

PREPARED BY:  
**STOCK & ASSOCIATES**  
Consulting Engineers, Inc.

ALTA/NSPS LAND TITLE SURVEY  
**N. OUTER 40**

17733, 17775 & 17795 NORTH OUTER 40  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MO.

REVISIONS:	
1	00/00/0000-

DRAWN BY:	CHECKED BY:
JLK	WJF
DATE:	JOB NO.:
3/21/22	222-7165
M.S.D. P.#	BASE MAP #
S.L.C. MAT #	MAT SUP. #
M.D.N.R. #	

SHEET TITLE:  
ALTA/NSPS LAND TITLE SURVEY

SHEET NO.:  
**SHEET #1**



# ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART OF U.S. SURVEYS 419 AND 1010  
TOWNSHIPS 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS	
C.O.	CLEANOUT
DB.	DEED BOOK
E.	ELECTRIC
FL.	FLUMINE
FT.	FEET
FND.	FOUND
C.	GAS
M.H.	MANHOLE
N/F.	NOW OR FORMERLY
PB.	PLAT BOOK
PG.	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SQ.	SQUARE
T.	TELEPHONE CABLE
V.C.P.	VERTICED CLAY PIPE
W.	WATER
(86W)	RIGHT-OF-WAY WIDTH

## ST. LOUIS COUNTY BENCHMARK

**BENCHMARK# 12357 NAVD88 Elev = 461.00**  
Standard DWM aluminum disk stamped 31-384 situated in grassy area south of Chesterfield Airport Road and east of Chesterfield Industrial Boulevard, north of a bank addressed as #100 Chesterfield Industrial Boulevard, roughly 49 feet south of the centerline of Chesterfield Airport road, 78 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.6 feet northeast of the northwest corner of the subdivision entrance monument for Chesterfield Industrial Park.

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

### Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Old Republic National Title Insurance Company, Commitment No. 18616STL, with an effective date of March 15, 2022, at 8:00 AM for research of easements and encumbrances. 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:

The Chesterfield Group, LLC, formerly The Chesterfield Group,  
a Dissolved Missouri Limited Partnership

(3) Title Commitment No. 18616STL with Schedule B-Section 2 exceptions:

Item No. 7 Subject to Reservation of an easement 50 feet wide for the purpose of ingress and egress and for public utilities according to instruments recorded in Book 7263 page 980, Book 7263 page 981, Book 7263 page 983 and Book 7263 page 985. "SHOWN"

Item No. 8 Subject to Flood Protection Levee Easement Deed granted to Monarch Chesterfield Levee District by instrument recorded in Book 10080 page 927. "SHOWN"

Item No. 9 Subject to Permanent Water Easement granted to Public Water Supply District No. 2 of St. Charles, Missouri in Cause No. 98CC-2709 of the St. Louis County Circuit Court, a certified copy of the Report of Commissioners is recorded in Book 12008 page 1591. "SHOWN"

Item No. 10 Subject to Permanent Seepage Berm Easement and Maintenance Conditions recorded in Book 13144 page 1864. "SHOWN"

Item No. 11 Subject to Permanent Easement(s) granted to Monarch-Chesterfield Levee District by instrument recorded in Book 13144 page 1883. "SHOWN"

Item No. 12 Subject to Permanent Hiking, Biking and Walking Trail Easement Agreement granted to the City of Chesterfield according to instrument recorded in Book 17891 page 2709. "SHOWN"

Item No. 13 Temporary Irrevocable License Agreement with the City of Chesterfield according to instrument recorded in Book 17891 page 2748. "NOT SHOWN" Expired.

Item No. 14 Subject to Permanent Levee Easement granted to The Monarch-Chesterfield Levee District by instrument recorded in Book 23328 page 570. "SHOWN"

Item No. 15 NOTE: The Company finds that document entitled Deed of Easement Release dated December 18, 2018 and recorded December 28, 2018 in Book 23336 page 1025. The recorded Deed of Easement Release makes no reference as to the recording information of the document intended for release. Therefore the Company makes no assertion as to the easement intended for release. "NOT SHOWN" Not a survey related item.

Commitment No. 18616STL

### EXHIBIT "A"

A tract of land in U.S. Survey 1010, Township 45 and 46 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Southeast corner of a tract of land conveyed to Chesterfield Community Association, Inc., by deed recorded in Book 7236 page 934 of the St. Louis County Records, said point being also a point in the North line of New Missouri State Highway 40, 240 feet wide; thence Northwardly along the East line of said Chesterfield Community Association, Inc., property North 11 degrees 59 minutes 15 seconds West 2,142.10 feet to the Northeast corner thereof, said point being in the "Levee Line" of the Monarch Chesterfield Levee District, thence in a Southeastwardly direction along said "Levee Line" the following courses and distances: South 75 degrees 09 minutes 08 seconds East 180.37 feet, South 54 degrees 45 minutes 45 seconds East 116.91 feet, South 32 degrees 56 minutes 53 seconds East 800 feet, South 38 degrees 15 minutes 35 seconds East 55.56 feet, South 42 degrees 49 minutes 14 seconds East 571.01 feet, South 46 degrees 32 minutes 27 seconds East 102.22 feet and South 53 degrees 24 minutes 59 seconds East 137.14 feet to a point in the West line of property conveyed to Clarence E. Graefer, et al, by deed recorded in Book 6380 page 1032 of the St. Louis County Records; thence Southwardly along said West line of the Graefer property South 7 degrees 53 minutes East 802.39 feet to its intersection with the aforesaid North line of New Missouri State Highway 40; thence Westwardly along said North line along a curve to the right whose radius point bears North 05 degrees 15 minutes 12 seconds East 34,177.47 feet from the last mentioned point, a distance of 394.86 feet and North 84 degrees 05 minutes 05 seconds West 587.07 feet to the point of beginning.

### Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Old Republic National Title Insurance Company, Commitment No. 18617STL, Revision No. 1, with an effective date of March 11, 2022, at 8:00 AM for research of easements and encumbrances. 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:

The Successful Investors, a Limited Partnership

(3) Title Commitment No. 18617STL, Revision No. 1 with Schedule B-Section 2 exceptions:

Item No. 8 Subject To Reservation as to Private Road Easement recorded November 14, 1973, in Book 6699 page 1553, and as amended by Agreement recorded in Book 6699 page 1555. "SHOWN"

Item No. 9 Subject to Easement granted to Union Electric Company, by instrument recorded in Book 7257 page 218. "SHOWN"

Item No. 10 "SHOWN" Easement for ingress, egress and roadway purposes granted to Joseph J. Duerver, III, by instrument recorded in Book 7354 page 650. "SHOWN"

Item No. 11 Subject to Easement granted to Southwestern Bell Telephone Company, by instrument recorded in Book 8757 page 1916. "SHOWN"

Item No. 12 Subject to Easement granted to Monarch-Chesterfield Levee District, according to instrument recorded in Book 10080 page 937. "SHOWN"

Item No. 13 Subject to Declaration of restrictions recorded in Book 11083 page 491 and First Amendment thereto recorded in Book 21306 page 1370. "NOT SHOWN" Not Subject property (affects 17775 North Outer 40)

Item No. 14 Subject to Permanent easement granted to Monarch Chesterfield Levee District, according to instrument recorded in Book 13144 page 1870. "SHOWN"

Item No. 15 Subject to Permanent Seepage Berm Easement granted to the Monarch-Chesterfield Levee District, according to instrument recorded in Book 13144 page 1876. "SHOWN"

Item No. 16 Subject to Permanent Hiking, Biking and Walking Trail Easement granted to City of Chesterfield, according to instrument recorded in Book 17311 Page 129 and Book 17891 page 2699. "SHOWN"

Item No. 17 Subject to Amended Site Development Plan recorded in Plat Book 354 Pages 442, 443, 444 and 445. "NOT SHOWN" Not a survey related item.

Item No. 18 Terms and Provisions of Temporary Irrevocable License Agreement with the City of Chesterfield, Missouri dated March 5, 2007 and recorded May 16, 2008 in Book 17891 page 2740. "NOT SHOWN" Expired.

Item No. 19 Subject to Permanent Levee Easement granted to the Monarch-Chesterfield Levee District by instrument recorded in Book 23328 page 564. "SHOWN"

Item No. 20 Subject to Easements condemned to Public Water Supply District No. 2 under Cause No. 98CC-27093 in the Circuit Court of St. Louis County, Missouri. A certified copy of the Report of Commissioners on same being recorded in Book 12008 page 1591. "SHOWN"

Item No. 21 NOTE: The Company finds that document entitled Deed of Easement Release dated December 18, 2018 and recorded December 28, 2018 in Book 23336 page 134. The recorded Deed of Easement Release makes no reference as to the recording information of the document intended for release. Therefore the Company makes no assertion as to the easement intended for release. "NOT SHOWN" Not a survey related item.

Commitment No. 18617STL

### EXHIBIT "A"

A tract of land in U.S. Survey 102, 150, and 419, being a portion of Lots 1, 2, and 3 of the Subdivision of the Spencer Tyler Estate, Lots 1 and 2 according to plat thereof recorded in Plat Book 7 page 25 of the St. Louis County (former City) Records, and Lot 3 according to plat made by Fern and Cummins in U.S. Survey 102, the plat of which is not of record, and more particularly described as follows: Beginning at an iron pipe at the intersection of the East line of Lot 1 and the North right-of-way line of New U.S. Highway 40; thence North 84 degrees 10 minutes 55 seconds West along said right-of-way 495.01 feet to an iron pipe in the East line of Lot 2; thence North 12 degrees West along the East line of Lot 2, 290.79 feet to an iron pipe (said pipe being distant North 12 degrees West, 2063.36 feet from the North line of Old U.S. Highway 40, T.R., per deed); thence South 78 degrees West 668.78 feet to an old iron pipe; thence North 12 degrees West 2007.66 feet to an iron pipe; thence South 89 degrees 49 minutes 57 seconds East 1162.33 feet to an iron pipe in the East line of Lot 1; thence South 12 degrees 05 minutes 58 seconds East along the East line of Lot 1, 2204.94 feet to the point of beginning according to survey executed by Fawcett Vogt Associates in October 1973, EXCEPTING THEREFROM that part conveyed by deed recorded in Book 7194 page 181.

### GENERAL NOTES:

- Subject property is Zoned PC and M3  
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) (Area 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), Flood Zone AH (Base Rate Elev = 458), and Floodway according to the National Flood Insurance Rate Map Number 29189C0145K with an effective date of 02/04/2015. Plotted Graphically
- There are no parking stalls shown.
- 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.
- The subject property(ies) described in the above commitment are contiguous the adjoining properties, without any gaps, gores or overlaps.
- Square footage of the building has been calculated from dimensions approximately 5 foot above grade for the first floor only.
- Basis of Bearings Missouri State Plane Grid North.
- There was no evidence of any recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- There are no known proposed changes in street right of way lines
- There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Certificate of Professional liability insurance to be furnished upon request

### Surveyors Certification

This is to certify to:  
Gateway Studios & Production Services  
Old Republic National 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, 6(b), 7(a), 7(b1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed during March 2020.

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

By: \_\_\_\_\_  
Walter J. Pfleger, Missouri P.L.S. No. 2008-000728

PREPARED BY:

267 Chesterfield Business Parkway  
St. Louis, MO 63105 PH: (636)  
530-3000 FAX: (636) 530-9300  
e-mail: general@stockassoc.com  
Web: www.stockassoc.com

**Stock & Associates**  
Consulting Engineers, Inc.

ALTA/NSPS LAND TITLE SURVEY

**N. OUTER 40**

17733, 17775 & 17785 NORTH OUTER 40  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MO.

WALTER J. PFLERGER P.L.S.  
MO. P.L.S. # 2008-000728  
CERTIFICATE OF AUTHORITY  
LC-222-D

### REVISIONS:

1 00/00/0000-

DRAWN BY: J.K.	CHECKED BY: W.J.P.
DATE: 3/2/22	JOB NO. 222-7165
M.S.D. #	BASE MAP #
S.L.C. MAT #	MAT SUP. #
M.D.N.R. #	

SHEET TITLE  
ALTA/NSPS LAND  
TITLE SURVEY

SHEET NO.:  
**SHEET #2**

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. 267 CHESTERFIELD BUSINESS PARKWAY, ST. LOUIS, MISSOURI 63105

PREPARED FOR  
GATEWAY STUDIOS & PRODUCTION SERVICES  
C/O MR. JERRY KERR  
VICE CHAIRMAN  
PHONE: (855) 332-4777

# Memorandum

## Department of Planning



**To:** Michael O. Geisel, City Administrator

**From:** Justin Wyse, Director of Planning *JW*

**Date:** October 18, 2022

**RE:** **P.Z. 06-2022 17733 N. Outer Forty Road (Gateway Studios, LLC):** A request for a zoning map amendment from a “M3” Planned Industrial District to a “PC” Planned Commercial District for 34.02 acres located on the north side of Outer 40 Road (16V320056).

### **Summary**

Gateway Studios, LLC has submitted a request for a zoning map amendment from a “M3” Planned Industrial District to “PC” Planned Commercial District. The petitioner is requesting to rezone the property in order to have 24 permitted uses. The submittal includes a Preliminary Development Plan, narrative statement, and outboundary survey.

A Public Hearing was held on July 25, 2022 for this petition, during which the City of Chesterfield Planning Commission raised multiple issues regarding:

- Permitted uses.
- Cross Access Easement.

These issues and the applicant’s response to each issue were discussed at the September 12, 2022 Planning Commission meeting. Planning Commission voted to approve this petition as presented by a vote of 9-0.

On September 22, 2022, the petition was brought before the Planning & Public Works Committee. A motion was made to approve with two conditions:

- Restriction to hours of operation for Public Retail use
- Bar and Brewpub to be considered as ancillary uses.

The motion to approve the petition as amended was passed by a vote of 4-0.

The modifications were presented as a green sheet amendment at City Council meeting on October 03, 2022. The Council made a motion to approve the green sheet amendments by a vote of 8-0. The Attachment A is revised to include the amendments approved by City Council.

Attachments: Legislation  
Draft Attachment A  
Attachment B – Preliminary Development Plan





Figure 1: Subject Site Aerial

**BILL NO. 3403**

**ORDINANCE NO.**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “M3” PLANNED INDUSTRIAL DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 34.02 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF OUTER 40 ROAD [P.Z. 06-2022 17733 N. OUTER FORTY ROAD (GATEWAY STUDIOS, LLC), 16V320056].**

**WHEREAS**, the petitioner, Gateway Studios, LLC, has requested a change in zoning from the “M3” Planned Industrial District to “PC” Planned Commercial District for a 34.02 acre tract of land located on the north side of Outer 40 Road; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on July 25, 2022; and,

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

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of a change of zoning, with amendments, to the “PC” Planned Commercial District by a vote of 4-0; and,

**WHEREAS**, the City Council, having considered said request, voted to approve the change of zoning request.

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for a 34.02 acre tract of land located on the north side of Outer 40 Road as described as follows:

A PART OF A TRACT OF LAND CONVEYED TO THE CHESTERFIELD GROUP, BY DEED BOOK 11244 PAGE 1914 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. 1010 IN TOWNSHIP 45 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD,

ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO THE CHESTERFIELD GROUP AND THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO CN ENTERPRISES LLC, BY DEED BOOK 21458 PAGE 2420 OF SAID RECORDS, BEING ON THE NORTH RIGHT OF WAY LINE OF NORTH OUTER 40 ROAD, VARIABLE WIDTH; THENCE NORTH 10 DEGREES 58 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID CN ENTERPRISES LLC TRACT, 2142.10 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO BROWNSTONE FARMS LLC, BY DEED BOOK 21806 PAGE 1788, OF SAID RECORDS; THENCE ALONG THE SOUTHWESTERN LINE OF SAID BROWNSTONE FARMS LLC THE FOLLOWING COURSES AND DISTANCE: SOUTH 74 DEGREES 08 MINUTES 38 SECONDS EAST, 180.37 FEET; SOUTH 53 DEGREES 44 MINUTES 51 SECONDS EAST, 116.91 FEET; SOUTH 31 DEGREES 55 MINUTES 59 SECONDS EAST, 800.00 FEET; SOUTH 37 DEGREES 14 MINUTES 41 SECONDS EAST, 55.56 FEET; SOUTH 41 DEGREES 48 MINUTES 20 SECONDS EAST, 571.01 FEET; SOUTH 45 DEGREES 31 MINUTES 33 SECONDS EAST, 102.22 FEET; AND SOUTH 52 DEGREES 24 MINUTES 05 SECONDS EAST, 137.14 FEET, TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO WALTER E. GRAELER, BY DEED BOOK 22645 PAGE 326 OF SAID RECORDS; THENCE SOUTH 06 DEGREES 52 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID GRAELER TRACT, 802.38 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 34,177.47 FEET, BEING ON THE NORTH RIGHT OF WAY LINE OF ABOVE SAID NORTH OUTER 40 ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, WITH SAID CURVE AN ARC DISTANCE OF 394.86 FEET AND A CHORD WHICH BEARS NORTH 83 DEGREES 24 MINUTES 03 SECONDS WEST, 394.86 FEET; AND NORTH 83 DEGREES 04 MINUTES 23 SECONDS WEST, 587.07 FEET TO THE POINT OF BEGINNING. CONTAINING 1,481,905 SQUARE FEET OR 34.020 ACRES, MORE OR LESS. ACCORDING TO CALCULATIONS PERFORMED BY STOCK AND ASSOCIATES IN JULY 2022.

**Section 2.** The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations.

**Section 3.** The City Council, pursuant to the petition filed by Gateway Studios, LLC, in P.Z. 06-2022, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield



Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 25<sup>th</sup> day of July, 2022, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

**Section 4.** This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 10/03/2022

## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this PC District shall be:
  - a. Auditorium
  - b. Art Gallery; Art Studio
  - c. Banquet Facility
  - d. Recreational Facility
  - e. Office- Dental
  - f. Office – General
  - g. Office - Medical
  - h. Bakery
  - i. Coffee Shop
  - j. Restaurant-Sit Down
  - k. Restaurant -Fast Food, No Drive-Thru
  - l. Restaurant – Take Out
  - m. Retail Sales Establishment – Community
  - n. Retail Sales Establishment - Neighborhood
  - o. Film drop-off and pick up stations
  - p. Film processing plant
  - q. Financial Institution, No Drive-Thru

- r. Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
  - s. Professional and technical service facility
  - t. Theatre, indoor
  - u. Theatre, Outdoor
2. Hours of Operation.
- a. Uses “m” and “n” listed above will be subject to hours of operation for the public from 6:00 AM to 11:00 PM.
3. Ancillary uses for the above referenced permitted uses shall be as follows:
- a. Bar
  - b. Brewpub

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

1. Height
- a. The maximum height of the building, structures, and screening of roof mechanical units shall not exceed sixty-five (65.0) feet.
2. Building Requirements
- a. A minimum of thirty-five percent (35%) openspace is required for this PC District.
  - 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, flag poles or fences will be located within the following setbacks:

- a. Fifty (50) feet from the right-of-way of N. Outer Forty Road on the South boundary of the Planned Commercial (PC) District.
- b. The south line of the Seepage Berm Easement as recorded in DB. 13144, Pg. 1864

c. Twenty -five (25) feet from the east and west boundary of this PC District.

2. Parking Setbacks

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

- a. Fifty (50) feet from the right-of-way of N. Outer Forty Road.
- b. The south line of the Levee Easement as recorded in DB. 13144, Pg. 1883.
- c. Zero (0) feet from the east and west boundary of this Planned Commercial District.

**D. PARKING AND LOADING REQUIREMENTS**

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.
3. Parking lots shall not be used as streets.

**E. LANDSCAPE AND TREE REQUIREMENTS**

The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

**F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.

**G. LIGHT REQUIREMENTS**

Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

## **H. ARCHITECTURAL**

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

## **I. ACCESS/ACCESS MANAGEMENT**

1. Access to the development shall be as shown on the Preliminary Site 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 the agency in control of the right of way off which the access is proposed.
3. Cross access shall be provided to the adjoining properties as directed by the City of Chesterfield.

## **J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Highways and Traffic. No gate installation will be permitted on public right-of-way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
3. Obtain approvals from the City of Chesterfield and the St. Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
4. Additional right-of-way and road improvements shall be provided, as required by the St. Louis County Department of Transportation and the City of Chesterfield

#### **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.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto N. Outer 40 Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

#### **L. MONARCH-CHESTERFIELD LEVEE DISTRICT**

Provide a dedicated easement from North Outer Forty Road to the existing levee easement. The use of this easement will be for occasional maintenance activities and for activities relating to inspection, monitoring, and response during a Missouri River flood event.

#### **M. POWER OF REVIEW**

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than seventy-two (72) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

#### **N. 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 connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or

parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).

3. 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 stormwater management facilities shall be identified on all Site Development Plans.
4. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
5. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.
8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be

- functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner.
  10. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
  11. The developer shall reimburse the Chesterfield Valley Mitigation Bank Program for any jurisdictional wetlands that have been identified on this site. The reimbursement is required prior to approval of a Grading Permit, Improvement Plans, or issuance of any Building Permits. The reimbursement amount is based on the total acres delineated on the site requiring mitigation and will be the proportionate share of the cost of establishment of the mitigation area.

#### **O. SANITARY SEWER**

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

#### **P. GEOTECHNICAL REPORT**

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



## **R. MISCELLANEOUS**

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. The City has a line of sight communication system between City Hall and the Parks Department Administration building located at 17891 N. Outer 40 Road. The development of the subject site may impact this communication system. In order for communication between the two City facilities to be maintained, a 20 foot wide clear zone is needed along the alignment shown on the aerial attached to this ordinance. Anything located within that 20 foot wide clear zone would need to be under 30 feet in height. Development of the subject site must be coordinated with the City such that the communication system is maintained.
5. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Chapter 405, Article 5 of Chesterfield City Code for specific requirements.

## **II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS**

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.
- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

## **III. COMMENCEMENT OF CONSTRUCTION**

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

## **IV. GENERAL CRITERIA**

### **A. SITE DEVELOPMENT CONCEPT PLAN**

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.

4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways

and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.

15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **V. TRUST FUND CONTRIBUTION**

Traffic generation assessment contributions shall be deposited with City of Chesterfield/St. Louis County prior to the issuance of building permits. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

## A. ROADS

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Highways and Traffic. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,477.85/parking space
General Office	\$825.90/parking space

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

If types of development differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

If a portion of the developments required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

Allowable credits for required roadway improvements will be awarded as directed by the Saint Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2023 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

Prior to Special Use Permit issuance by the Saint Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.

Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition where mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

**B. WATER MAIN**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be the sum of \$996.57 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

**C. STORM WATER**

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,161.89 per acre for the total area as approved on the Site Development Plan.

The Storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

**D. SANITARY SEWER**

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

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

Trust Fund contributions shall be deposited with St. Louis County in the form of a cash escrow prior to the issuance of building permits.

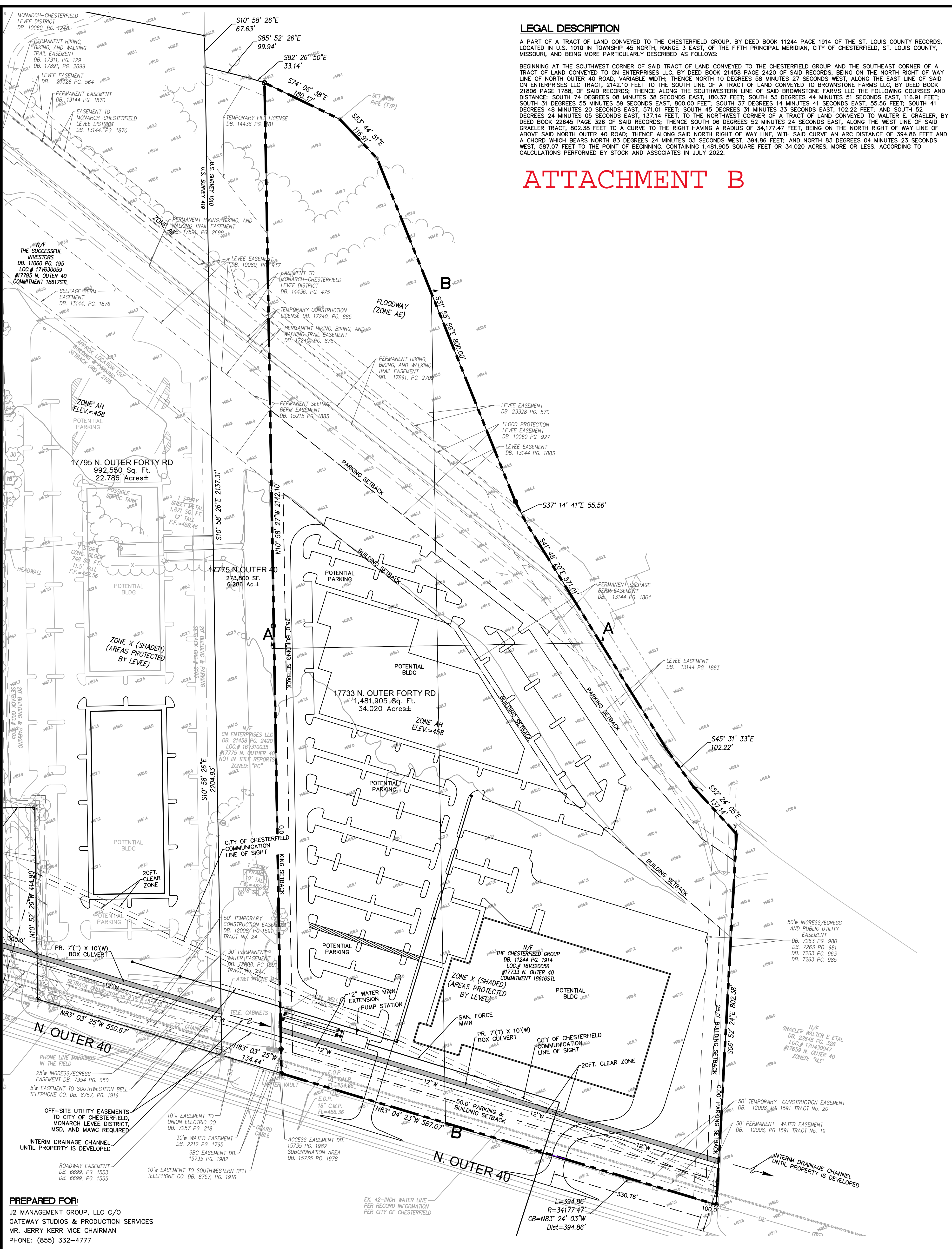
## **VI. RECORDING**

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

## **VII. ENFORCEMENT**

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.



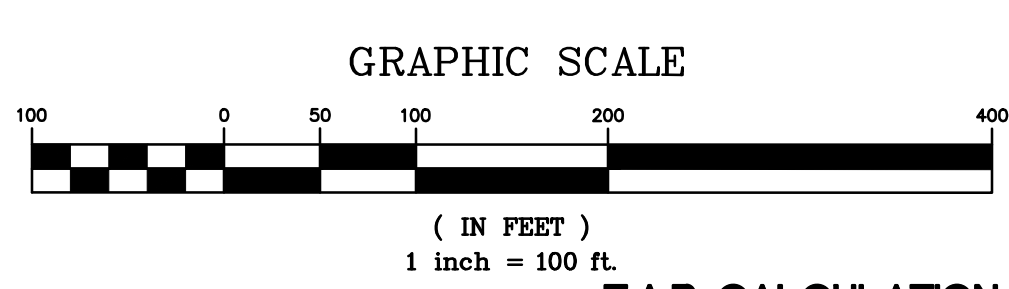


**LEGAL DESCRIPTION**

A PART OF A TRACT OF LAND CONVEYED TO THE CHESTERFIELD GROUP, BY DEED BOOK 11244 PAGE 1914 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. 1010 IN TOWNSHIP 45 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND CONVEYED TO THE CHESTERFIELD GROUP AND THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ON ENTERPRISES, LLC, BY DEED BOOK 21458 PAGE 2420 OF SAID RECORDS, BEING ON THE NORTH RIGHT OF WAY LINE OF NORTH OUTER 40 ROAD, VARIABLE WIDTH; THENCE NORTH 10 DEGREES 58 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF SAID ON ENTERPRISES, LLC TRACT, 2142.10 FEET TO THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO BROWNSTONE FARMS LLC, BY DEED BOOK 21806 PAGE 1788, OF SAID RECORDS; THENCE ALONG THE SOUTHWESTERN LINE OF SAID BROWNSTONE FARMS LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 74 DEGREES 08 MINUTES 38 SECONDS EAST, 180.37 FEET; SOUTH 53 DEGREES 44 MINUTES 51 SECONDS EAST, 116.91 FEET; SOUTH 31 DEGREES 55 MINUTES 59 SECONDS EAST, 800.00 FEET; SOUTH 37 DEGREES 14 MINUTES 41 SECONDS EAST, 55.58 FEET; SOUTH 41 DEGREES 48 MINUTES 20 SECONDS EAST, 571.01 FEET; SOUTH 45 DEGREES 31 MINUTES 33 SECONDS EAST, 102.22 FEET; AND SOUTH 52 DEGREES 24 MINUTES 06 SECONDS EAST, 1371.14 FEET, TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO WALTER E. GRAELER, BY DEED BOOK 22645 PAGE 326 OF SAID RECORDS; THENCE SOUTH 06 DEGREES 52 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID GRAELER TRACT, 802.38 FEET TO A CURVE, TO THE RIGHT HAVING A RADIUS OF 34,177.47 FEET, BEING ON THE NORTH RIGHT OF WAY LINE OF ABOVE SAID NORTH OUTER 40 ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, WITH SAID CURVE AN ARC DISTANCE OF 394.86 FEET AND A CHORD WHICH BEARS NORTH 83 DEGREES 24 MINUTES 03 SECONDS WEST, 394.86 FEET; AND NORTH 83 DEGREES 4 MINUTES 23 SECONDS WEST, 587.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1,481,905 SQUARE FEET OR 34.020 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS PERFORMED BY STOCK AND ASSOCIATES IN JULY 2022.

**ATTACHMENT B**



**F.A.R. CALCULATION**

MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55

**OPEN SPACE:**

MINIMUM 35.0% OPEN SPACE

**HEIGHT:**

A MAXIMUM HEIGHT OF 65.0' FEET

**BUILDING AND PARKING SETBACKS**

**STRUCTURE SETBACKS:**

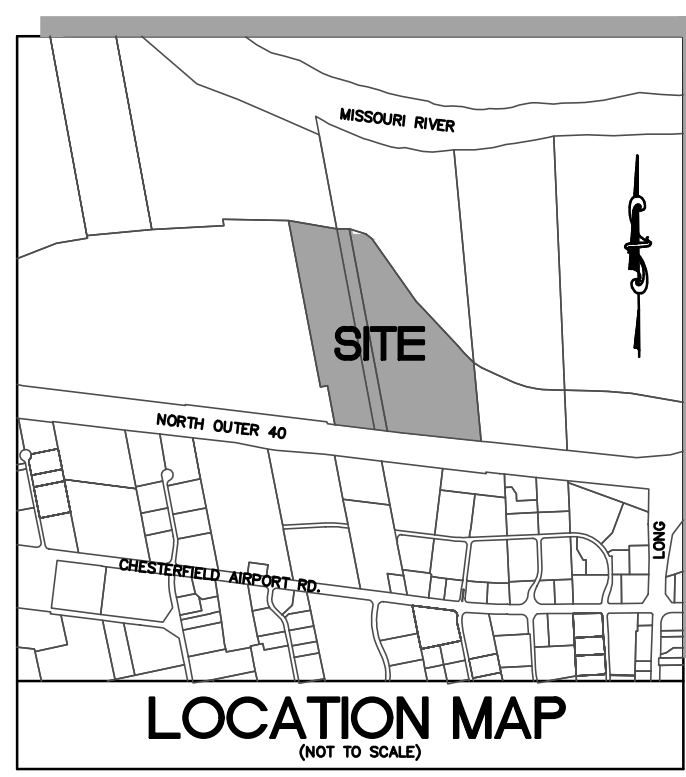
- FIFTY (50) FEET FROM NORTH OUTER FORTY ROAD RIGHT-OF-WAY
- THE SOUTH LINE OF THE PERMANENT SEEPAGE EASEMENT AS RECORDED IN DB. 13144, PG. 1864.
- TWENTY-FIVE (25) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT

**PARKING SETBACKS:**

- FIFTY (50) FEET FROM NORTH OUTER FORTY ROAD ROAD RIGHT-OF-WAY
- THE SOUTH LINE OF THE LEVEE EASEMENT AS RECORDED IN DB. 13144, PG. 1863
- ZERO (0) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT

**PRELIMINARY DEVELOPMENT PLAN**

A TRACT OF LAND BEING PART OF U.S. SURVEYS 419 AND 1010 TOWNSHIPS 43 AND 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



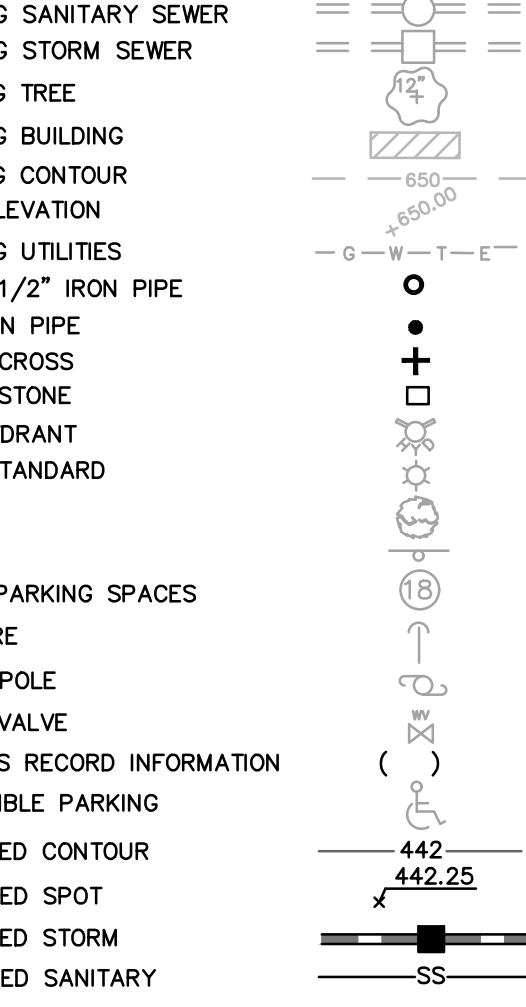
**ABBREVIATIONS**

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
F.L.	FLOWLINE
FT.	FEET
F.ND.	FOUND
G.	GAS
H.W.	HIGH WATER
LFB	LOW FLOW BLOCKED
M.H.	MANHOLE
N/F	NOW OR FORMERLY
PL.	PLAT 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.I.P.	USE IN PLACE
U.O.N.	UNLESS OTHERWISE NOTED
V.C.P.	VITRIFIED CLAY PIPE
W.	WATER
(86'W)	RIGHT-OF-WAY WIDTH

**SITE INFORMATION**

OWNER: CHESTERFIELD GROUP, LLC  
 OWNER UNDER CONTRACT: J2 MANAGEMENT GROUP, LLC  
 ADDRESS: 17733 NORTH OUTER FORTY RD CHESTERFIELD, MO 63005  
 EXISTING ZONING: "M3"  
 PROPOSED ZONING: "PC" PLANNED COMMERCIAL  
 LOCATOR NO: 18V320056  
 MONARCH FIRE PROTECTION DISTRICT: ROCKWOOD  
 SCHOOL DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.  
 SEWER DISTRICT: MISSOURI RIVER  
 WATER SHED: 2918900145K  
 FEMA MAP: AMEREN UE  
 ELECTRIC COMPANY: SPIRE INC.  
 GAS COMPANY: AT&T  
 PHONE COMPANY: MISSOURI AMERICAN WATER COMPANY  
 WATER COMPANY:

**LEGEND**

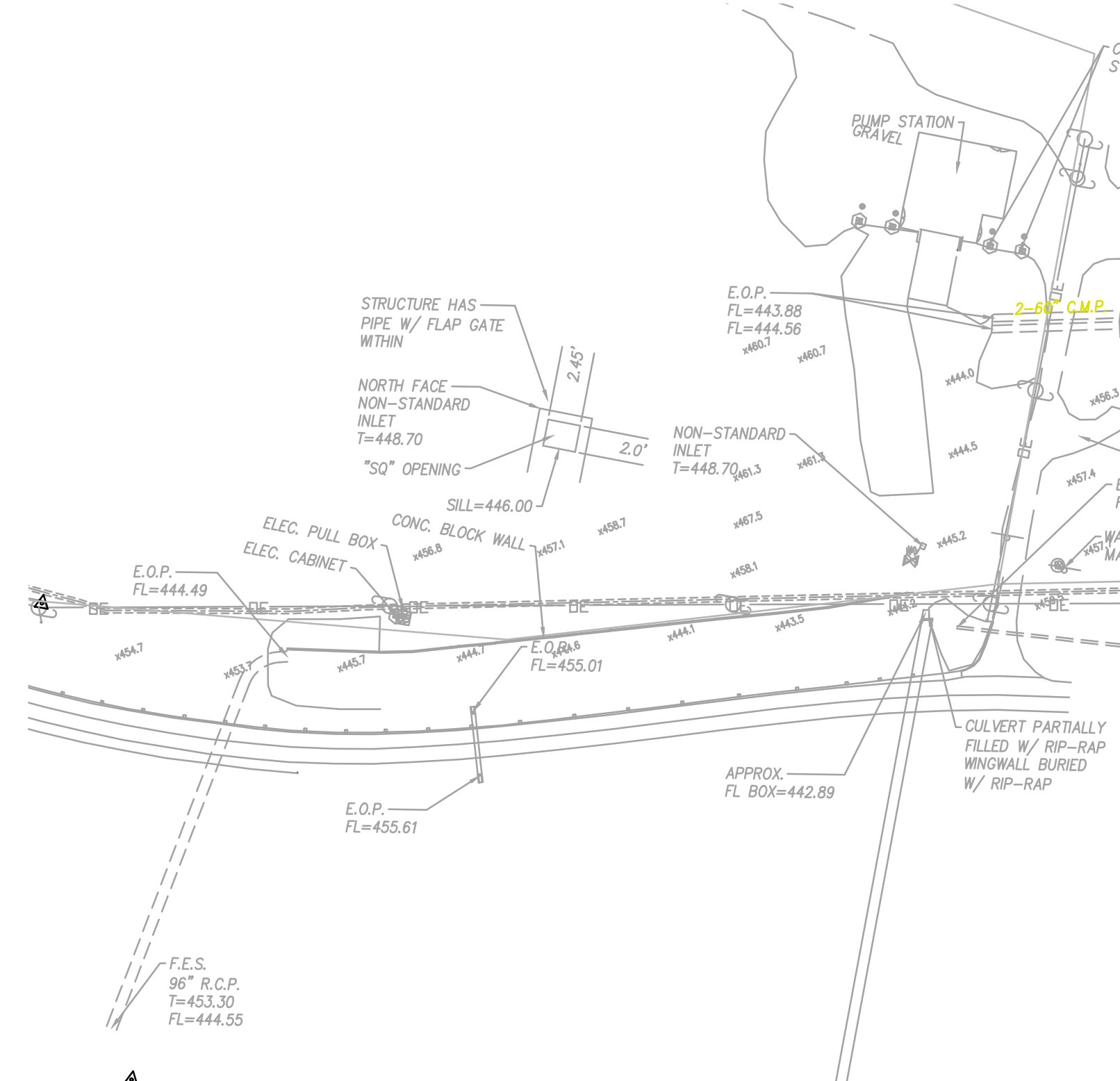


**GENERAL NOTES**

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
- 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.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- 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.
- SIGNAGE APPROVAL IS A SEPARATE PROCESS.
- THE CONTROLLING REGULATORY FLOODPLAIN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 458.00 IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

**ST. LOUIS COUNTY STANDARD NOTES**

- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
- 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 HYDRANTS, POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
- ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE EVIDENCING 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 PER 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 AN 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 BENCHMARK**

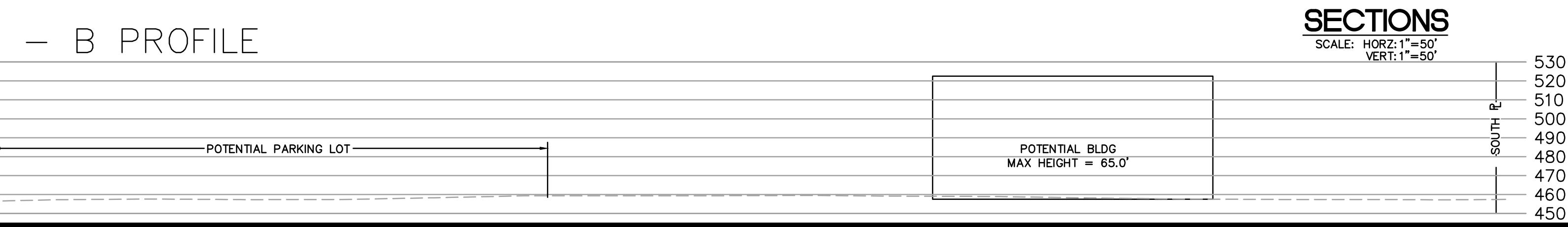
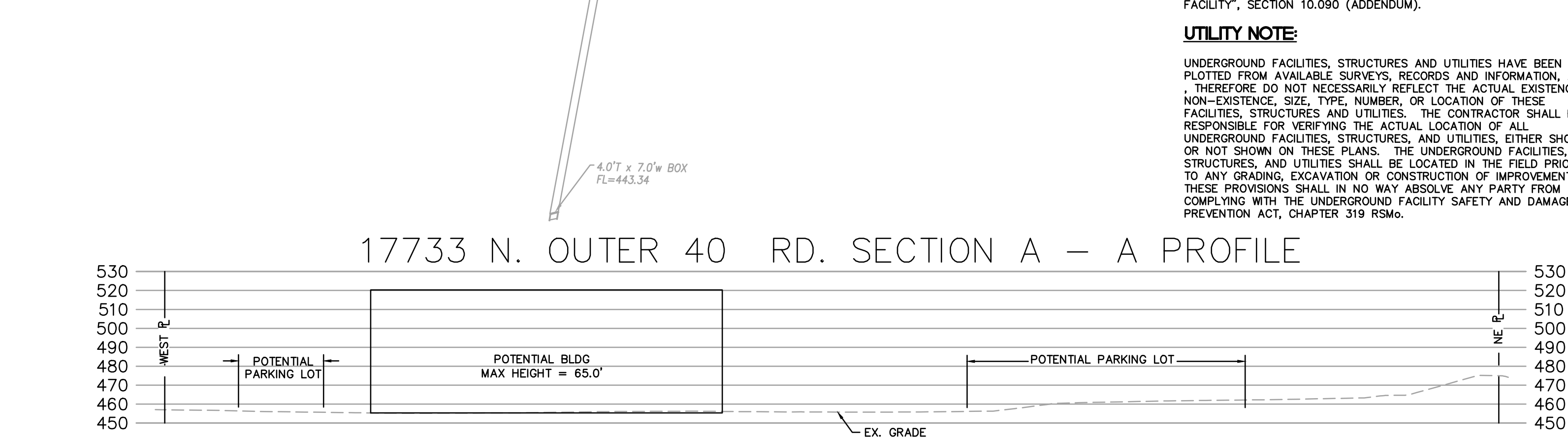
BENCHMARK # 12357 NAI098 Elev = 461.00  
 Standard DNR aluminum disk stamped SL-364 situated in grassy area south of Chesterfield Airport road and east of Chesterfield Industrial Boulevard, north of a bank addressed as #100 Chesterfield Industrial Boulevard, roughly 49 feet south of the centerline of Chesterfield Airport road, 76 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.6 feet northeast of the northeast corner of the subdivision entrance monument for Chesterfield Industrial Park.

**CONTRACTOR'S 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).

**UTILITY NOTE:**

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY 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 ASSUME ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.



**PREPARED FOR:**  
 J2 MANAGEMENT GROUP, LLC C/O  
 GATEWAY STUDIOS & PRODUCTION SERVICES  
 MR. JERRY KEHR VICE CHAIRMAN  
 PHONE: (855) 332-4777

PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 297 Chesterfield Business Parkway  
 St. Louis, MO 63017  
 P: (636) 530-8000  
 F: (636) 530-8000  
 E: email@stockassociates.com  
 Web: www.stockassociates.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**17733 N. OUTER FORTY ROAD**  
 CHESTERFIELD, MISSOURI 63005

DATE: 09/01/2022  
 GEORGE M. STOK  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY NUMBER: 000996

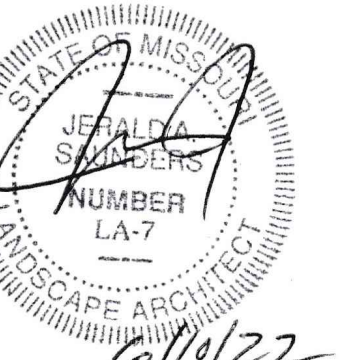
REVISIONS:  
 1. 2022-07-05 CITY  
 2. 2022-08-16 CITY  
 3. 2022-09-01 CITY

DATE: 06/09/2022 JOB NO: 2022-7165  
 DES: JP BSE W/P # 16V  
 ELEC: HP #  
 MGR: # MO-00

SHEET TITLE:  
**PRELIMINARY DEVELOPMENT PLAN**

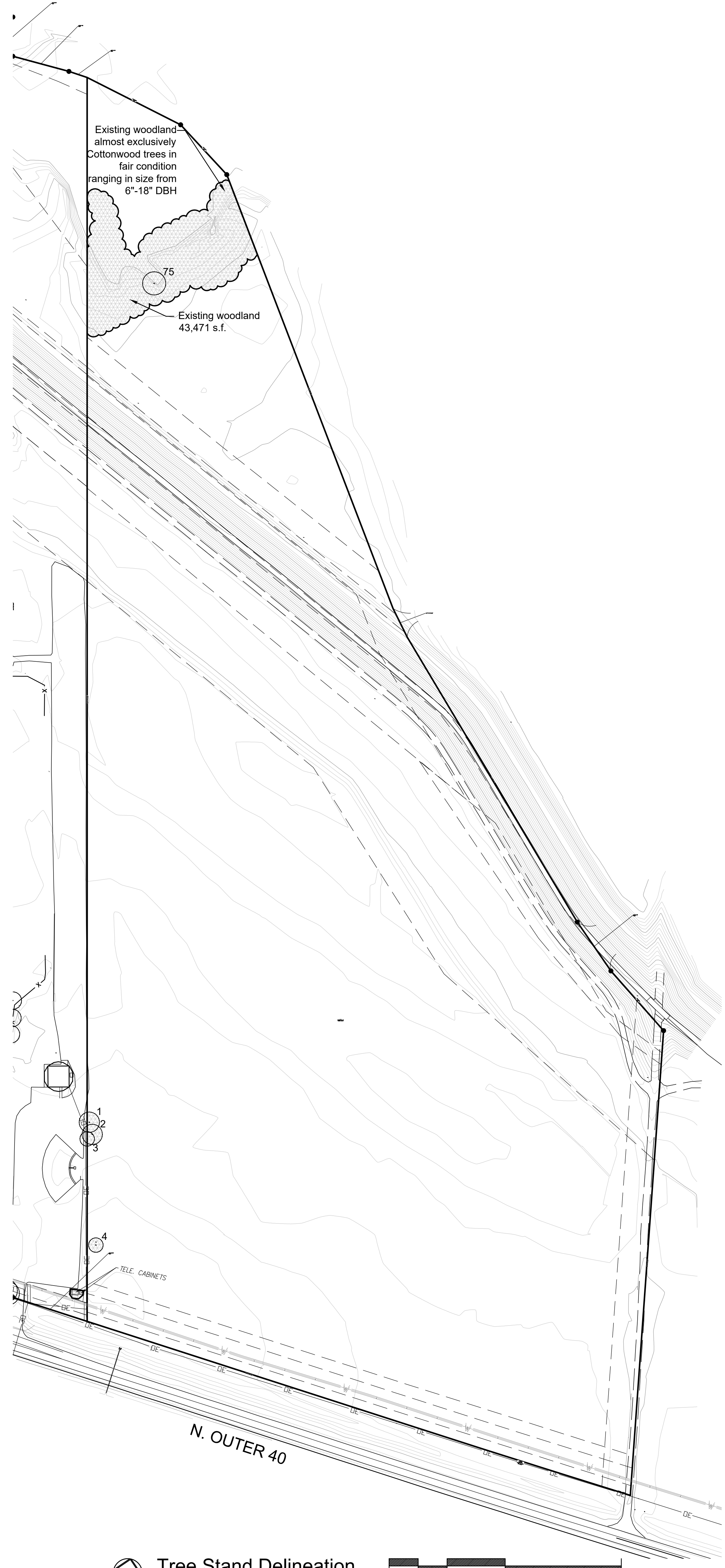
SHEET NO.:  
**PDP-1.0**





Jerald Saunders - Landscape Architect  
MO License # LA-007

Consultants:



Existing woodland almost exclusively Cottonwood trees in fair condition ranging in size from 6"-18" DBH

Existing woodland 43,471 s.f.

Tree Inventory					
ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
1	White Pine	23	35	3	
2	White Pine	16	35	2	Twin 16x12
3	White Pine	19	25	3	
4	Cottonwood	11	25	2	
75	Cottonwood	25	40	2	In woodland

**Tree Condition Rating:**

Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

**Tree Stand Delineation Narrative**  
This project site comprises a total of 34 acres and has a total of 45,159 s.f. of tree canopy which excludes permanent easement areas and offsite tree canopy area.

The Tree Stand Delineation map was completed by field inspection. There are no Monarch, state champion, or rare trees found onsite.

- Total Site Area = 1,481,905 s.f. (34.02 acres)
- Woodland Tree Canopy Area = 43,471 s.f. (0.99 acres)
- Individual Tree Canopy Area = 1,688 s.f. (0.04 acres)
- Total Existing Tree Canopy Area = 45,159 s.f. (1.03 acres)



Revisions:

Date	Description	No.

Drawn: KP  
Checked: RS

**LOOMIS ASSOCIATES**  
landscape architects + planners  
790 spartan 40 park drive, chesterfield, missouri 63005  
t. 636-519-8668  
www.loomis-associates.com

Loomis Associates, Inc.  
Missouri State Certificate of Authority #LAC #000019

Sheet Title:	Tree Stand Delineation
Sheet No:	TSD
Date:	6/10/22
Job #:	813.099

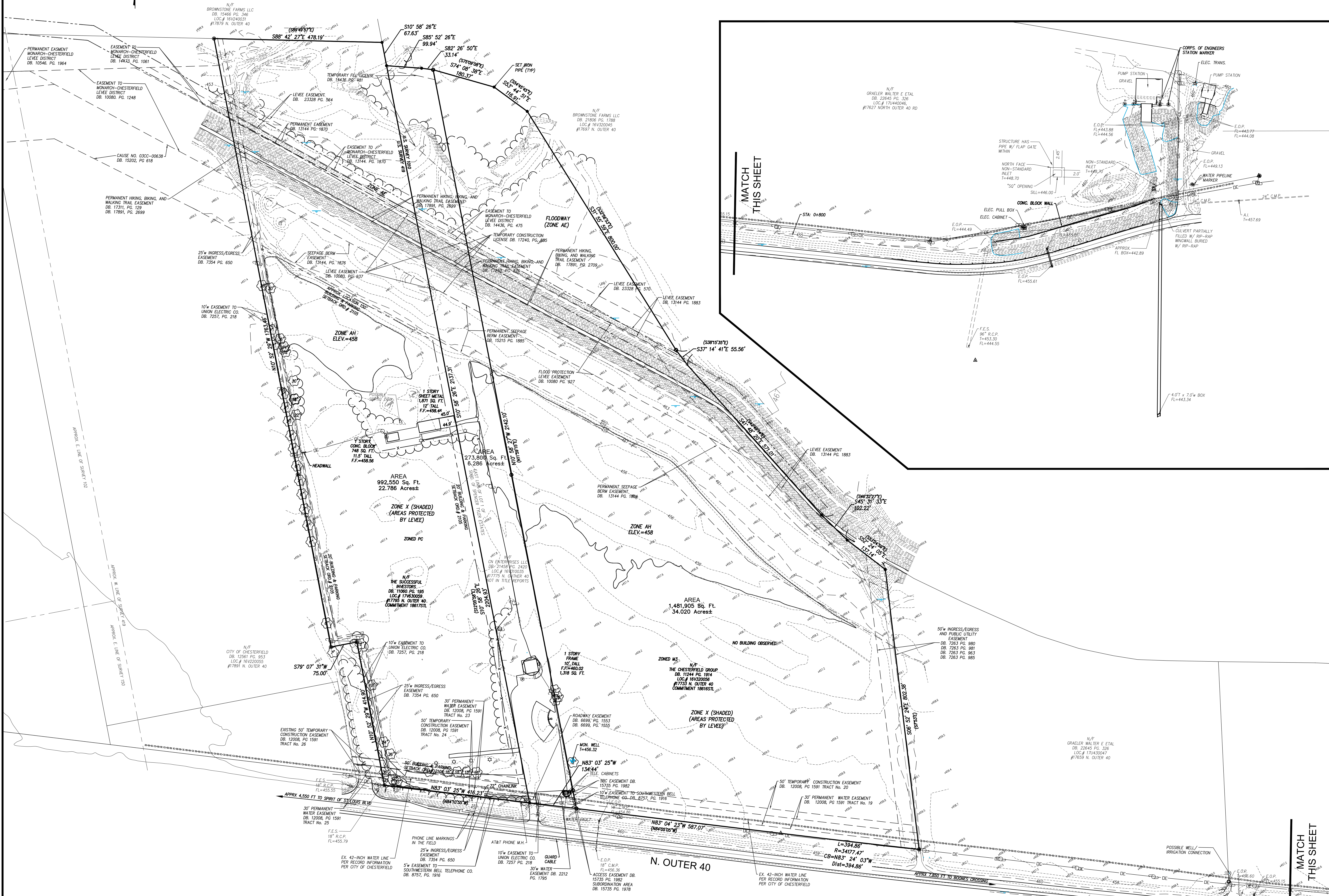
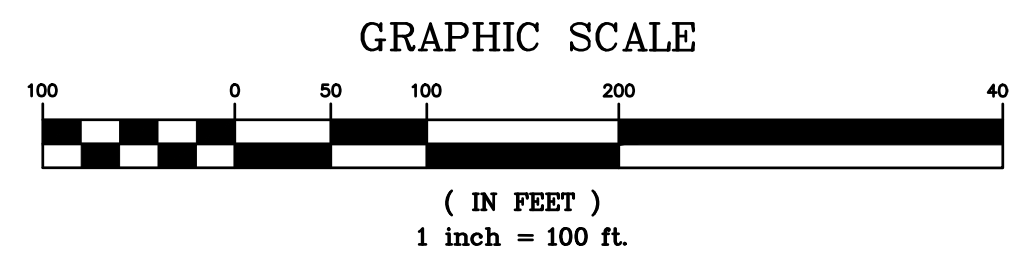
Tree Stand Delineation Prepared under direction of:  
Brian Bage  
Certified Arborist MW-5033A  
*B. Bage*

17733 North Outer Forty Road  
Chesterfield, Missouri 63005



# ALTA/NSPS LAND TITLE SURVEY

TRACTS OF LAND BEING PART OF U.S. SURVEYS 419 AND 1010  
TOWNSHIPS 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



PREPARED BY:  
**STOCK & ASSOCIATES**  
Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
St. Louis, MO 63105 PH: (636) 530-9300  
5301-9300 FAX: (636) 530-9300  
e-mail: general@stockinc.com  
Web: www.stockinc.com

ALTA/NSPS LAND TITLE SURVEY  
**N. OUTER 40**  
17733, 17775 & 17795 NORTH OUTER 40  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MO.

REVISIONS:	
1	00/00/0000-

DRAWN BY:	CHECKED BY:
JLK	WJF

DATE:	JOB NO.:
3/21/22	222-7165

M.S.D. #	BASE MAP #

S.L.C. MAT #	MAT SUP. #

M.D.N.R. #

SHEET TITLE:  
ALTA/NSPS LAND TITLE SURVEY

SHEET NO.:  
**SHEET #1**

PREPARED FOR:  
GATEWAY STUDIOS & PRODUCTION SERVICES  
C/O MR. JERRY KERR  
VICE CHAIRMAN  
PHONE: (855) 332-4777



# ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART OF U.S. SURVEYS 419 AND 1010  
TOWNSHIPS 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS	
C.O.	CLEANOUT
DB.	DEED BOOK
E.	ELECTRIC
FL.	FLUMINE
FT.	FEET
FND.	FOUND
C.	GAS
M.H.	MANHOLE
N/F.	NOW OR FORMERLY
PB.	PLAT BOOK
PG.	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SQ.	SQUARE
T.	TELEPHONE CABLE
V.C.P.	VERTICED CLAY PIPE
W.	WATER
(86'W)	RIGHT-OF-WAY WIDTH

## ST. LOUIS COUNTY BENCHMARK

**BENCHMARK# 12357 NAVD88 Elev = 461.00**  
Standard DWM aluminum disk stamped 31-384 situated in grassy area south of Chesterfield Airport Road and east of Chesterfield Industrial Boulevard, north of a bank addressed as #100 Chesterfield Industrial Boulevard, roughly 49 feet south of the centerline of Chesterfield Airport road, 78 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.6 feet northeast of the northwest corner of the subdivision entrance monument for Chesterfield Industrial Park.

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

### Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Old Republic National Title Insurance Company, Commitment No. 18616STL, with an effective date of March 15, 2022, at 8:00 AM for research of easements and encumbrances. 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:

The Chesterfield Group, L.L.C. formerly The Chesterfield Group,  
a Dissolved Missouri Limited Partnership

(3) Title Commitment No. 18616STL with Schedule B-Section 2 exceptions:

Item No. 7 Subject to Reservation of an easement 50 feet wide for the purpose of ingress and egress and for public utilities according to instruments recorded in Book 7263 page 980, Book 7263 page 981, Book 7263 page 983 and Book 7263 page 985. "SHOWN"

Item No. 8 Subject to Flood Protection Levee Easement Deed granted to Monarch Chesterfield Levee District by instrument recorded in Book 10080 page 927. "SHOWN"

Item No. 9 Subject to Permanent Water Easement granted to Public Water Supply District No. 2 of St. Charles, Missouri in Cause No. 98CC-2709 of the St. Louis County Circuit Court, a certified copy of the Report of Commissioners is recorded in Book 12008 page 1591. "SHOWN"

Item No. 10 Subject to Permanent Seepage Berm Easement and Maintenance Conditions recorded in Book 13144 page 1864. "SHOWN"

Item No. 11 Subject to Permanent Easement(s) granted to Monarch-Chesterfield Levee District by instrument recorded in Book 13144 page 1883. "SHOWN"

Item No. 12 Subject to Permanent Hiking, Biking and Walking Trail Easement Agreement granted to the City of Chesterfield according to instrument recorded in Book 17891 page 2709. "SHOWN"

Item No. 13 Temporary Irrevocable License Agreement with the City of Chesterfield according to instrument recorded in Book 17891 page 2748. "NOT SHOWN" Expired.

Item No. 14 Subject to Permanent Levee Easement granted to The Monarch-Chesterfield Levee District by instrument recorded in Book 23328 page 570. "SHOWN"

Item No. 15 NOTE: The Company finds that document entitled Deed of Easement Release dated December 18, 2018 and recorded December 28, 2018 in Book 23336 page 1025. The recorded Deed of Easement Release makes no reference as to the recording information of the document intended for release. Therefore the Company makes no assertion as to the easement intended for release. "NOT SHOWN" Not a survey related item.

Commitment No. 18616STL

### EXHIBIT "A"

A tract of land in U.S. Survey 1010, Township 45 and 46 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Southeast corner of a tract of land conveyed to Chesterfield Community Association, Inc., by deed recorded in Book 7236 page 934 of the St. Louis County Records, said point being also a point in the North line of New Missouri State Highway 40, 240 feet wide; thence Northwardly along the East line of said Chesterfield Community Association, Inc., property North 11 degrees 59 minutes 15 seconds West 2,142.10 feet to the Northeast corner thereof, said point being in the "Levee Line" of the Monarch Chesterfield Levee District, thence in a Southeastwardly direction along said "Levee Line" the following courses and distances: South 75 degrees 09 minutes 08 seconds East 180.37 feet, South 54 degrees 45 minutes 45 seconds East 116.91 feet, South 32 degrees 56 minutes 53 seconds East 800 feet, South 38 degrees 15 minutes 35 seconds East 55.56 feet, South 42 degrees 49 minutes 14 seconds East 571.01 feet, South 46 degrees 32 minutes 27 seconds East 102.22 feet and South 53 degrees 24 minutes 59 seconds East 137.14 feet to a point in the West line of property conveyed to Clarence E. Graefer, et al, by deed recorded in Book 6380 page 1032 of the St. Louis County Records; thence Southwardly along said West line of the Graefer property South 7 degrees 53 minutes East 802.39 feet to its intersection with the aforesaid North line of New Missouri State Highway 40; thence Westwardly along said North line along a curve to the right whose radius point bears North 05 degrees 15 minutes 12 seconds East 34,177.47 feet from the last mentioned point, a distance of 394.86 feet and North 84 degrees 05 minutes 05 seconds West 587.07 feet to the point of beginning.

### Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Old Republic National Title Insurance Company, Commitment No. 18617STL, Revision No. 1, with an effective date of March 11, 2022, at 8:00 AM for research of easements and encumbrances. 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:

The Successful Investors, a Limited Partnership

(3) Title Commitment No. 18617STL, Revision No. 1 with Schedule B-Section 2 exceptions:

Item No. 8 Subject To Reservation as to Private Road Easement recorded November 14, 1973, in Book 6699 page 1553, and as amended by Agreement recorded in Book 6699 page 1555. "SHOWN"

Item No. 9 Subject to Easement granted to Union Electric Company, by instrument recorded in Book 7257 page 218. "SHOWN"

Item No. 10 "SHOWN" Easement for ingress, egress and roadway purposes granted to Joseph J. Duerver, III, by instrument recorded in Book 7354 page 650. "SHOWN"

Item No. 11 Subject to Easement granted to Southwestern Bell Telephone Company, by instrument recorded in Book 8757 page 1916. "SHOWN"

Item No. 12 Subject to Easement granted to Monarch-Chesterfield Levee District, according to instrument recorded in Book 10080 page 937. "SHOWN"

Item No. 13 Subject to Declaration of restrictions recorded in Book 11083 page 491 and First Amendment thereto recorded in Book 21306 page 1370. "NOT SHOWN" Not Subject property (affects 17775 North Outer 40)

Item No. 14 Subject to Permanent easement granted to Monarch Chesterfield Levee District, according to instrument recorded in Book 13144 page 1870. "SHOWN"

Item No. 15 Subject to Permanent Seepage Berm Easement granted to the Monarch-Chesterfield Levee District, according to instrument recorded in Book 13144 page 1876. "SHOWN"

Item No. 16 Subject to Permanent Hiking, Biking and Walking Trail Easement granted to City of Chesterfield, according to instrument recorded in Book 17311 Page 129 and Book 17891 page 2699. "SHOWN"

Item No. 17 Subject to Amended Site Development Plan recorded in Plat Book 354 Pages 442, 443, 444 and 445. "NOT SHOWN" Not a survey related item.

Item No. 18 Terms and Provisions of Temporary Irrevocable License Agreement with the City of Chesterfield, Missouri dated March 5, 2007 and recorded May 16, 2008 in Book 17891 page 2740. "NOT SHOWN" Expired.

Item No. 19 Subject to Permanent Levee Easement granted to the Monarch-Chesterfield Levee District by instrument recorded in Book 23328 page 564. "SHOWN"

Item No. 20 Subject to Easements condemned to Public Water Supply District No. 2 under Cause No. 98CC-27093 in the Circuit Court of St. Louis County, Missouri. A certified copy of the Report of Commissioners on same being recorded in Book 12008 page 1591. "SHOWN"

Item No. 21 NOTE: The Company finds that document entitled Deed of Easement Release dated December 18, 2018 and recorded December 28, 2018 in Book 23336 page 134. The recorded Deed of Easement Release makes no reference as to the recording information of the document intended for release. Therefore the Company makes no assertion as to the easement intended for release. "NOT SHOWN" Not a survey related item.

Commitment No. 18617STL

### EXHIBIT "A"

A tract of land in U.S. Survey 102, 150, and 419, being a portion of Lots 1, 2, and 3 of the Subdivision of the Spencer Tyler Estate, Lots 1 and 2 according to plat thereof recorded in Plat Book 7 page 25 of the St. Louis County (former City) Records, and Lot 3 according to plat made by Fern and Cummins in U.S. Survey 102, the plat of which is not of record, and more particularly described as follows: Beginning at an iron pipe at the intersection of the East line of Lot 1 and the North right-of-way line of New U.S. Highway 40; thence North 84 degrees 10 minutes 55 seconds West along said right-of-way 495.01 feet to an iron pipe in the East line of Lot 2; thence North 12 degrees West along the East line of Lot 2, 290.79 feet to an iron pipe (said pipe being distant North 12 degrees West, 2063.36 feet from the North line of Old U.S. Highway 40, T.R., per deed); thence South 78 degrees West 668.78 feet to an old iron pipe; thence North 12 degrees West 2007.66 feet to an iron pipe; thence South 89 degrees 49 minutes 57 seconds East 1162.33 feet to an iron pipe in the East line of Lot 1; thence South 12 degrees 05 minutes 58 seconds East along the East line of Lot 1, 2204.94 feet to the point of beginning according to survey executed by Fawcett Vogt Associates in October 1973, EXCEPTING THEREFROM that part conveyed by deed recorded in Book 7194 page 181.

### GENERAL NOTES:

- Subject property is Zoned PC and M3  
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) (Area 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), Flood Zone AH (Base Rate Elev = 458), and Floodway according to the National Flood Insurance Rate Map Number 29189C0145K with an effective date of 02/04/2015. Plotted Graphically
- There are no parking stalls shown.
- 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.
- The subject property(ies) described in the above commitment are contiguous the adjoining properties, without any gaps, gores or overlaps.
- Square footage of the building has been calculated from dimensions approximately 5 foot above grade for the first floor only.
- Basis of Bearings Missouri State Plane Grid North.
- There was no evidence of any recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- There are no known proposed changes in street right of way lines
- There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Certificate of Professional liability insurance to be furnished upon request

### Surveyors Certification

This is to certify to:  
Gateway Studios & Production Services  
Old Republic National 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, 6(b), 7(a), 7(b1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed during March 2020.

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

By: \_\_\_\_\_  
Walter J. Pfleger, Missouri P.L.S. No. 2008-000728

PREPARED BY:



ALTA/NSPS LAND TITLE SURVEY

**N. OUTER 40**

17733, 17775 & 17785 NORTH OUTER 40  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MO.

WALTER J. PFLERGER P.L.S.  
MO. P.L.S. # 2008-000728  
CERTIFICATE OF AUTHORITY  
LC-222-D

### REVISIONS:

1 00/00/0000-

DRAWN BY: J.K.	CHECKED BY: W.J.P.
DATE: 3/2/22	JOB NO. 222-7165
M.S.D. #	BASE MAP #
S.L.C. MAT #	MAT SUP. #
M.D.N.R. #	

SHEET TITLE  
ALTA/NSPS LAND  
TITLE SURVEY

SHEET NO.:  
**SHEET #2**

BILL NO. 3404

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING "PC" PLANNED COMMERCIAL DISTRICT TO A NEW "PC" PLANNED COMMERCIAL DISTRICT FOR A 13.02 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF INTERSTATE 64, NORTH OF CHESTERFIELD AIRPORT ROAD, AND EAST OF LONG ROAD (P.Z. 08-2022 TSG CHESTERFIELD AIRPORT ROAD [STOCK & ASSOCIATES CONSULTING ENGINEERS, INC] - 17U230397, 17U230403, 17U230412, 17U230386, 17U510116).

WHEREAS, the petitioner, Stock & Associates Consulting Engineers, Inc., has requested a change in zoning from an existing "PC" Planned Commercial District to a new "PC" Planned Commercial District for 13.02 acres located south of Interstate 64, north of Chesterfield Airport Road, and east of Long Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on August 22, 2022; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the City Council, having considered said request, voted to approve the change of zoning request.

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PC" Planned Commercial District designation for 13.02 acres located south of Interstate 64, north of Chesterfield Airport Road, and east of Long Road and as described as follows:

A tract of land being all of TSG Chesterfield Airport Road, a subdivision according to the plat thereof as recorded in Plat Book 368 Page 313 of the St. Louis County Records, located in U.S. Survey 125, Township 45 North, Range 4 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the southwest corner of Chesterfield Airport Road 17505 as recorded in Plat Book 365 Page 150 of the St. Louis County records, said point being on the north right of way line of Chesterfield Airport Road, 100 feet wide; thence South 89 degrees 31 minutes 27 seconds West, along the north right of way line of said Airport Road, 520.40 feet, to the southeast corner of Lot 1 of above said 84 Lumber Subdivision; thence the following courses and distance along the east and south lines of Lot 1 of said 84 Lumber Subdivision: North 00 degrees 49 minutes 46 seconds East, 367.38 feet; North 89 degrees 31 minutes 24 seconds East, 406.95 feet; and North 00 degrees 45 minutes 19 seconds East, 641.93 feet, to the south right of way line of Interstate 64, variable width; thence South 84 degrees 19 minutes 27 seconds East, along the south line of said Interstate 64, 505.66 feet, to the west line of Chesterfield Commons Seven as recorded in Plat Book 359 Page 156 of the St. Louis County records; thence South 00 degrees 28 minutes 53 seconds West, along the west line of said Chesterfield Commons Seven, 754.45 feet; thence South 89 degrees 31 minutes 27 seconds West, along the north line of Outparcel 2 of said Chesterfield Commons Seven, and the north line of said Chesterfield Airport Road 17505, 395.35 feet, to the northwest corner of said Chesterfield Airport Road 17505.; thence South 00 degrees 31 minutes 19 seconds West, along the West line of said Chesterfield Airport Road 17505, 200.56 feet; to the POINT OF BEGINNING. Containing 567,264 square feet or 13.023 acres, more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on May 3rd 2019.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the "Attachment A" and the Preliminary Development Plan indicated as "Attachment B" which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by Stock & Associates Consulting Engineers, Inc. in P.Z. 08-2022, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on August 22, 2022, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: <u>10/03/2022</u>
---------------------------------------



## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this "PC" Planned Commercial District shall be:
  - a. Animal grooming service
  - b. Automobile dealership
  - c. Automotive retail supply
  - d. Bakery
  - e. Bar
  - f. Barber or beauty shop
  - g. Brewpub
  - h. Car wash
  - i. Coffee shop
  - j. Coffee shop, drive-through
  - k. Day-care center
  - l. Drugstore and pharmacy
  - m. Drugstore and pharmacy, with drive-through
  - n. Financial institution, no drive-through
  - o. Financial institution, with drive-through
  - p. Grocery, community
  - q. Grocery, neighborhood
  - r. Laundromat
  - s. Office-dental
  - t. Office-general
  - u. Office-medical
  - v. Oil change facility
  - w. Recreation facility

- x. Restaurant-fast-food
- y. Restaurant-sit-down
- z. Restaurant-take-out
- aa. Retail sales establishment-community
- bb. Retail sales establishment-neighborhood
- cc. Vehicle repair and service facility

2. Outdoor Storage and Sales Activity

- a. All outdoor storage shall be prohibited within this development, with the exception of automotive vehicles in conjunction with an “Automobile Dealership”. Outdoor storage for the use “Automobile Dealership” shall be as approved on the Site Development Plan.
- b. All outdoor sales activity shall be limited to patio and pedestrian areas located adjacent to the storefronts of retail users, with the exception of an “Automobile Dealership”. Outdoor sales and/or displays for the use “Automobile Dealership” shall be as approved on the Site Development Plan.

3. Hours of Operation

- a. Uses “c”, “l”, “m”, “p”, “q”, “aa”, and “bb” above shall be restricted to hours of operation open to the public from 6:00 AM to 11:00 PM. Hours of operation for said uses may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.
- b. All deliveries and trash pick-ups shall be limited to the hours from 7:00 AM to 11:00 PM.

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

1. Floor Area

- a. The total building floor area of any single building within this development shall not exceed 50,000 square feet.

2. Height

- a. The maximum height including parapets and rooftop equipment of all buildings shall not exceed forty-two (42) feet.
- b. All buildings within this development shall be limited to two (2) story construction.



3. Building Requirements
  - a. A minimum of thirty-five percent (35%) openspace is required for each lot.
  - b. This development shall have a maximum F.A.R. of 0.55.

### **C. SETBACKS**

#### 1. Structure Setbacks

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

- a. Thirty (30) feet from the southern boundary of this district that fronts on Chesterfield Airport Road.
- b. Fifty-five (55) feet from the northern boundary of this district that fronts on I-64/US 40.
- c. Ten (10) feet from all other boundary lines within this district.

#### 2. Parking Setbacks

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

- a. Thirty (30) feet from the southern boundary of this district that fronts on Chesterfield Airport Road.
- b. Fifty-five (55) feet from the northern boundary of this district that fronts on I-64/US 40.
- c. Zero (0) feet from all other boundary lines within this district.

### **D. PARKING AND LOADING REQUIREMENTS**

1. Parking and loading spaces for this development shall be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.
3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
4. Parking lots shall not be used as streets.

## **E. LANDSCAPE AND TREE REQUIREMENTS**

1. The developer shall adhere to the Tree Preservation and Landscape Requirements of the City of Chesterfield Code.

## **F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Unified Development Code or a Sign Package may be submitted for the planned district. Sign packages shall adhere to the City of Chesterfield Unified Development Code.
2. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of 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 Unified Development Code.
2. Street lights shall be provided along Chesterfield Airport Road in accordance with the City of Chesterfield Unified Development Code and as directed by the City of Chesterfield.

## **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 this development from Chesterfield Airport Road shall be limited to one (1) commercial entrance located opposite Valley Center Drive to be shared with the adjacent AutoZone property to the east as shown on the Preliminary Plan. The entrance shall be built to St. Louis County Standards, as directed by the St. Louis County Department of Transportation and shall be located to provide adequate sight distance, as directed by the St. Louis County Department of Transportation.
2. If required sight distance cannot be provided at the access locations, acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide adequate sight distance as directed by the St. Louis County Department of Transportation.

3. Construct an eight (8) foot wide full depth shoulder along the frontage on Chesterfield Airport Road, as directed by the St. Louis County Department of Transportation.
4. Access to this development from Arnage Road shall be via a roadway extension as shown on the Preliminary Plan.
5. Provide ingress/egress and cross access easements and temporary slope construction license or other appropriate legal instrument or agreement guaranteeing permanent access between parcels in this development and the public and to ensure access rights to Chesterfield Airport Road, the new portion of Arnage Road, and the new access road for all parcels in the development as directed by the St. Louis County Department of Transportation and the City of Chesterfield.
6. Provide cross access easements and temporary slope construction license or other appropriate legal instruments or agreements guaranteeing permanent access between this site and all adjacent properties as directed by the St. Louis County Department of Transportation and the City of Chesterfield.
7. Access to lots A, B, C, D, and E shall substantially conform to the preliminary development plan.

**J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Construct an extension to Arnage Road that will connect to the existing portion of Arnage Road and extended approximately 910 feet to the west of the existing terminus. The western terminus of Arnage Road shall be aligned to allow for a future connection to the west to Caprice Drive through 17519 Chesterfield Airport Road and 17525 Chesterfield Airport Road.
2. All new roadways proposed as part of this development shall be privately maintained.
3. The new north/south access road and Arnage Road shall be constructed prior to or concurrently with construction and in any case shall be completed prior to issuance of occupancy permits. The portion of Arnage Road west of the new north/south access road may be constructed in phases in conjunction with construction on Lots D, C, and B, as approved by the City of Chesterfield. Each phased terminus shall provide a suitable turn around and end of pavement signage/stub street signage.
4. Provide a 5 foot wide sidewalk, conforming to ADA standards, along Chesterfield Airport Road, Arnage Road, and the western side of the new north/south access road as shown on the Preliminary Plan. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk shall be privately maintained and may be

located within right-of-way controlled by another agency, if permitted by that agency, or on private property.

5. Internal sidewalks shall be provided to each lot from the sidewalks along the adjacent roadways creating accessible pedestrian paths to the proposed buildings. Internal sidewalks and curb ramps shall conform to ADA standards.
6. Obtain approvals from the City of Chesterfield and the St. Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
7. Additional right-of-way and road improvements shall be provided, as required by St. Louis County Department of Transportation and the City of Chesterfield.
8. Stub street signage, in conformance with Article 04-09 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed.
9. Any work within MoDOT's right of way will require a MoDOT permit.
10. The petitioner shall provide adequate detention and/or hydraulic calculations for review and approval of all storm water that will affect MoDOT right of way.
12. All proposed work in MoDOT right of way must comply with MoDOT standards, specifications, conform to MoDOT's Access Management Guidelines with detailed construction plans being received and approved by MoDOT.
13. Due to the close proximity to Interstate 64, any sound mitigation is the responsibility of the owner/developer. MoDOT will not provide any noise mitigation measures for this development.
14. 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 the St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.

## **K. TRAFFIC STUDY**

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

parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.

2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Chesterfield Airport Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

#### **L. POWER OF REVIEW**

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

#### **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. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas. The location and types of storm water management facilities shall be identified on all Site Development Plans.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate

required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.

8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.
10. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
11. The developer shall reimburse the Chesterfield Valley Mitigation Bank Program for any jurisdictional wetlands that have been identified on this site. The reimbursement is required prior to approval of a Grading Permit, Improvement Plans, or issuance of any Building Permits. The

reimbursement amount is based on the total acres delineated on the site requiring mitigation and will be the proportionate share of the cost of establishment of the mitigation area.

12. Formal MSD review, approval, and permits are required prior to construction.
13. Post construction water quality Best Management Practices (BMPs) are required to treat the extents of the project's disturbed area. A Water Quality Area is depicted on Lot A which would appear to service the development area in one common location. MSD would be amenable to this under the following conditions:
  - a. A subdivision trusteeship would need to be established. The water quality area would need to be located within a common ground or easement dedicated to the trusteeship. A standard MSD maintenance agreement would need to be recorded on the property.
  - b. The water quality area would need to service a drainage area limited to the confines of the proposed commercial subdivision. Offsite flows from beyond this proposed development area would need to be diverted around the water quality feature.
  - c. Tributary acreage to a facility would need to be limited to less than 5 acres in order to ensure the basin's performance and longevity. Given the size of Lot A, a separate facility(ies) may need to be broken out and configured to serve that particular property.
  - d. If the arrangements noted above cannot be met, individualized BMPs to serve each lot and the access road will need to be integrated into the layout.
14. Approval from the City of Chesterfield and the Monarch Chesterfield Levee District indicating that the final plans conform to their master stormwater conveyance plan will be required prior to formal MSD plan approval.

#### **N. SANITARY SEWER**

1. Public sanitary sewers shall be extended to serve each lot.
2. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
3. The sanitary lift station (as depicted south of Lot E on the Preliminary Plan) is the nearest sanitary sewer location. The lift station must obtain construction approval from MSD prior to the District concurring with occupancy for this development.

**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 City of Chesterfield. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

**P. MISCELLANEOUS**

1. All utilities will be installed underground.
2. Prior to redevelopment of this property, provide detailed plans to MoDOT for review and approval.
3. Street lights shall be required along public right-of-way frontage.
4. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
5. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City of Chesterfield, Missouri Code, with the exception of the land use designation, shall be required where applicable.
6. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield, MoDOT, 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.
7. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to



the preservation and maintenance of the United States Public Land Survey Corners, as necessary.

8. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
9. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements.

## **II. GENERAL CRITERIA**

### **A. SITE DEVELOPMENT CONCEPT PLAN**

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.

5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **B. SITE DEVELOPMENT 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 open space percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, 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 and the Missouri Department of Transportation, 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 Sewer District Site Guidance as adopted by the City of Chesterfield.

### **C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS**

The Site Development Section Plan shall adhere to the above criteria and to the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
3. Provide open space percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.

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

### III. TRUST FUND CONTRIBUTION

- A. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,477.85/parking space
General Office	\$825.90/parking space
Warehouse	\$1,156.36/parking space

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

If types of development proposed differ from those listed, rates shall be provided by the St. Louis County Department of Transportation.

If a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

Allowable credits for required roadway improvements will be awarded as directed by the St. Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

- B. As this development is located within a trust fund area established by St. Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.
- C. Road Improvement Traffic Generation Assessment contributions shall be deposited with 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 S.U.P. is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to issuance of building permits for each phase of development. Funds shall be payable to Treasurer, St. Louis County.
- D. The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2023, 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.

## **E. WATER MAIN**

1. The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$996.57 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.
2. 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.

## **F. STORM WATER**

1. 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 Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,161.89 per acre for the total area as approved on the Site Development Plan.
2. 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.

## **G. SANITARY SEWER**

1. The sanitary sewer contribution is collected as the Caulks Creek impact fee.
2. The sanitary sewer contribution within the Chesterfield Valley area shall be deposited with the Metropolitan St. Louis Sewer District as required by the District.

## **VI. 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.

## **VII. ENFORCEMENT**

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.



# PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING ALL OF TSG CHESTERFIELD AIRPORT ROAD, A SUBDIVISION ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 368, PAGE 313, BEING PART OF U.S. SURVEYS 125 AND 126 IN, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

# ATTACHMENT B

### ABBREVIATIONS

- ATG - 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
- FO. - FOUND
- FD. - FEET
- FND. - FOUND
- G. - GAS
- H.W. - HIGH WATER
- LF. - LOW FLOW BLOCKED
- M.H. - MANHOLE
- N/F. - NOW OR FORMERLY
- PL. - PLAT BOOK
- PG. - PAGE
- PR. - PROPOSED
- P.V.C. - POLYVINYL CHLORIDE PIPE
- R.C.P. - REINFORCED CONCRETE PIPE
- R/W. - RIGHT-OF-WAY
- SO. - 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
- T.P. - TYPICALLY
- U.I.P. - USE IN PLACE
- U.O.N. - UNLESS OTHERWISE NOTED
- V.C.P. - VITRIFIED CLAY PIPE
- W. - WATER
- (B\*W) - RIGHT-OF-WAY WIDTH



### PERTINENT DATA

OWNER: GREENBAY PROPERTIES CHESTERFIELD LLC  
TSG CHESTERFIELD AIRPORT ROAD LLC  
OWNER UNDER CONTRACT: J2 MANAGEMENT GROUP, LLC  
ADDRESS: 30, 34, 38, & 42 ARNAGE ROAD AND 1 JAGUAR LAND ROVER WAY, CHESTERFIELD, MO 63005  
EXISTING ZONING: "PC" PLANNED COMMERCIAL (ORD. 3082)  
LOCATOR NO: 17U230397, 17U230403, 17U230412, 17U230386, & 17U510116  
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT  
SCHOOL DISTRICT: ROCKWOOD  
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.  
WATER SHED: MISSOURI RIVER  
FEMA MAP: 291890105K  
ELECTRIC COMPANY: AMEREN UE  
GAS COMPANY: SPIRE INC.  
PHONE COMPANY: AT&T  
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

### 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
- GUY WIRE
- POWER POLE
- WATER VALVE
- DENOTES RECORD INFORMATION
- ACCESSIBLE PARKING
- PROPOSED CONTOUR
- PROPOSED SPOT
- PROPOSED STORM
- PROPOSED SANITARY

### BUILDING REQUIREMENTS

- A MINIMUM OF THIRTY-FIVE (35%) OPENSPACE FOR EACH LOT
- A MAXIMUM F.A.R. OF 0.55 FOR THIS PC DISTRICT
- "HOTEL AND MOTEL" AND "HOTEL AND MOTEL EXTENDED STAY" ARE RESTRICTED TO A MAXIMUM OF 120 ROOMS.

### HEIGHT:

- MAX HEIGHT INCLUDING PARAPETS AND ROOFTOP EQUIPMENT OF ALL BUILDINGS SHALL NOT EXCEED FORTY-TWO (42) FEET.
- ALL BUILDINGS WITHIN THIS DEVELOPMENT SHALL BE LIMITED TO TWO (2) STORY CONSTRUCTION, ONLY WITH THE EXCEPTION OF A HOTEL.

### STRUCTURE SETBACKS:

- THIRTY (30) FEET FROM THE SOUTHERN BOUNDARY OF THIS PC DISTRICT THAT FRONTS ON CHESTERFIELD AIRPORT ROAD.
- FIFTY-FIVE (55) FEET FROM THE NORTHERN BOUNDARY OF THIS PC DISTRICT THAT FRONTS ON CHESTERFIELD AIRPORT ROAD.
- TEN (10) FEET FROM ALL OTHER BOUNDARY LINES WITHIN THIS PC DISTRICT.

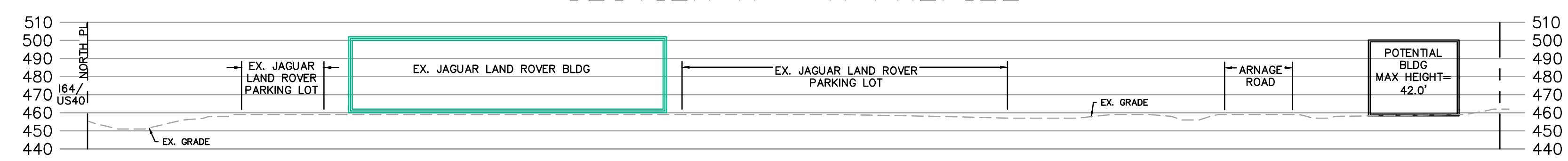
### PARKING SETBACKS:

- THIRTY (30) FEET FROM THE SOUTHERN BOUNDARY OF THIS PC DISTRICT THAT FRONTS ON CHESTERFIELD AIRPORT ROAD.
- FIFTY-FIVE (55) FEET FROM THE NORTHERN BOUNDARY OF THIS PC DISTRICT THAT FRONTS ON CHESTERFIELD AIRPORT ROAD.
- ZERO (0) FEET FROM ALL OTHER BOUNDARY LINES WITHIN THIS PC DISTRICT.

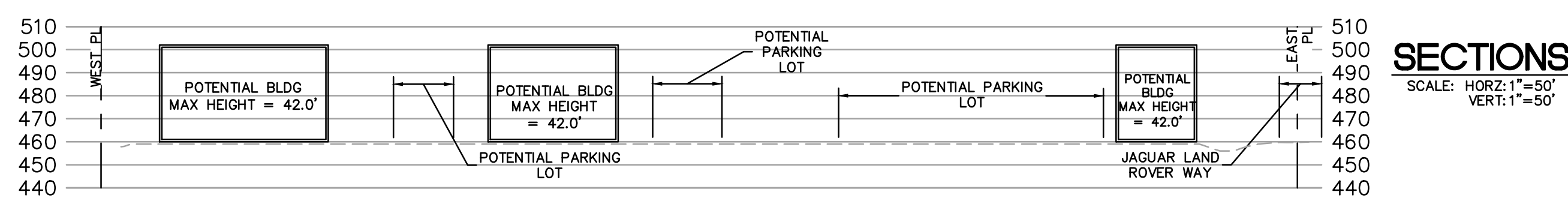
### GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOK & ASSOCIATES CONSULTING ENGINEERS, INC.
  - 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., MDDOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
  - STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
  - 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.
  - SIGNAGE APPROVAL IS A SEPARATE PROCESS.
  - THE CONTROLLING REGULATORY FLOODPLAIN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 458.00 IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.
- ### ST. LOUIS COUNTY STANDARD NOTES
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
  - NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
  - 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 HYDRANTS, POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
  - ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE EVIDENCING 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 PER 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 AN 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.
  - TRAFFIC GENERATION ASSESSMENT CONTRIBUTIONS SHALL BE ASSESSED WITH EACH SITE DEVELOPMENT SECTION PLAN SUBMITTAL.

### SECTION A - A PROFILE



### SECTION B - B PROFILE



SCALE: HORIZ: 1"=50'  
VERT: 1"=50'

### LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL TSG CHESTERFIELD AIRPORT ROAD, A SUBDIVISION ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 368 PAGE 313 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. SURVEY 125, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CHESTERFIELD AIRPORT ROAD 17505 AS RECORDED IN PLAT BOOK 365 PAGE 150 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF CHESTERFIELD AIRPORT ROAD, 100 FEET WIDE, THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID AIRPORT ROAD, 520.40 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF ABOVE SAID 84 LUMBER SUBDIVISION; THENCE THE FOLLOWING COURSES AND DISTANCE ALONG THE EAST AND SOUTH LINES OF LOT 1 OF SAID 84 LUMBER SUBDIVISION: NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST, 367.38 FEET; NORTH 89 DEGREES 31 MINUTES 24 SECONDS EAST, 406.95 FEET; AND NORTH 00 DEGREES 45 MINUTES 19 SECONDS EAST, 641.93 FEET, TO THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 64, VARIABLE WIDTH; THENCE SOUTH 84 DEGREES 19 MINUTES 27 SECONDS EAST, ALONG THE SOUTH LINE OF SAID INTERSTATE 64, 505.66 FEET, TO THE WEST LINE OF CHESTERFIELD COMMONS SEVEN AS RECORDED IN PLAT BOOK 359 PAGE 156 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 00 DEGREES 28 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID CHESTERFIELD COMMONS SEVEN, 754.45 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST, ALONG THE NORTH LINE OF OUTPARCEL 2 OF SAID CHESTERFIELD COMMONS SEVEN, AND THE NORTH LINE OF SAID CHESTERFIELD AIRPORT ROAD 17505, 395.35 FEET, TO THE NORTHWEST CORNER OF SAID CHESTERFIELD AIRPORT ROAD 17505; THENCE SOUTH 00 DEGREES 31 MINUTES 19 SECONDS WEST, ALONG THE WEST LINE OF SAID CHESTERFIELD AIRPORT ROAD 17505, 200.56 FEET; TO THE POINT OF BEGINNING, CONTAINING 567,264 SQUARE FEET OR 13.023 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS PERFORMED BY STOK & ASSOCIATES CONSULTING ENGINEERS, INC. ON MAY 3RD 2019.

### CONTRACTOR'S 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).

### 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, 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 RSMo.

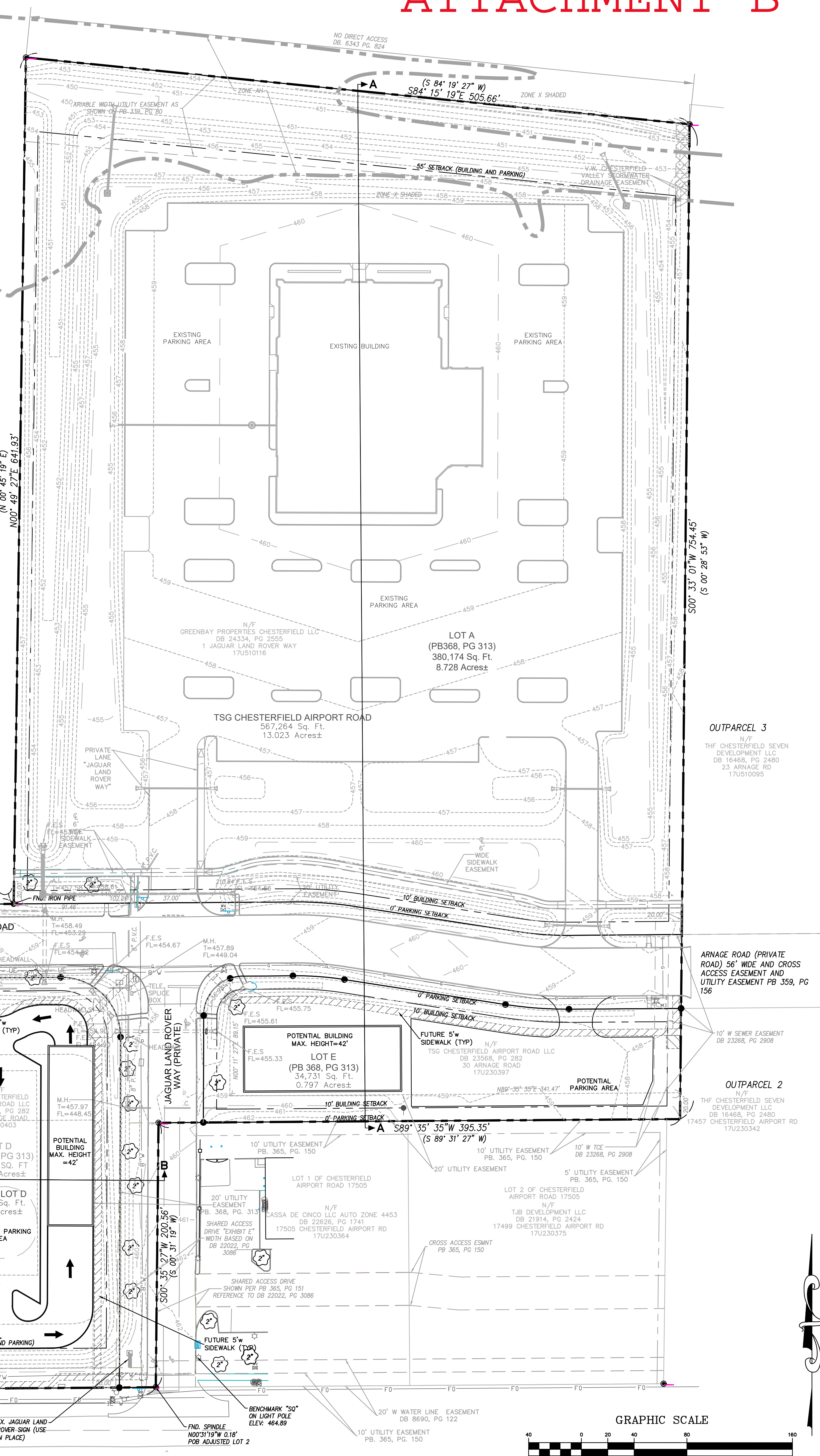
### M.S.D. + ST.LCO BENCHMARK

BENCHMARK 1271 NVD29 Elev = 460.06 Ft US Standard DTM aluminum disk stamped 3L-38 situated in a grassy area northwest of the intersection of Chesterfield Airport Road and Caprice Drive, south of the parking for a retail strip center approximately 0.1 miles east of Long Road, roughly 58 feet west of the centerline of Caprice Drive, 43 feet north of the centerline of Chesterfield Airport Road, and 89 feet east of a fire hydrant.

### SITE BENCHMARK

BENCHMARK "50" ON LIGHT POLE at the Southwest corner of 17505 Chesterfield Airport Road  
ELEV: 464.89

PREPARED FOR:  
TSG CHESTERFIELD AIRPORT ROAD, LLC & TIFTON CAR WASH, LLC  
2127 INNERBELT BUSINESS CENTER DR., P.O. BOX 7726  
SUITE 200 TIFTON, GA 31793  
ST. LOUIS MO 63114 ATTN: MR. TODD BUCKNER



### GRAPHIC SCALE

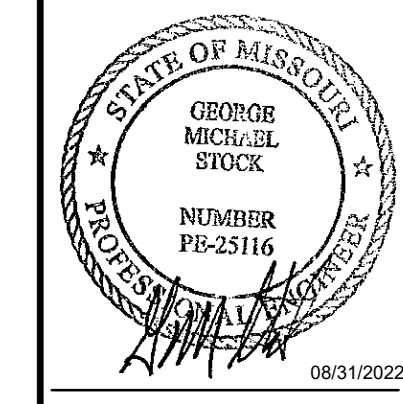


(IN FEET)  
1 inch = 40 ft.

257 Chesterfield Business Parkway  
St. Louis, MO 63005 PH: (636) 500-9000  
500-9000 FAX: (636) 530-9000  
e-mail: general@stok.com  
Web: www.stok.com

PREPARED BY:  
**STOK & ASSOCIATES**  
Consulting Engineers, Inc.

PRELIMINARY DEVELOPMENT PLAN FOR:  
**TSG CHESTERFIELD AIRPORT ROAD**  
17511 CHESTERFIELD AIRPORT ROAD  
CHESTERFIELD, MISSOURI



REVISIONS:  
1. 2022-07-29 CITY  
2. 2022-08-09 CITY  
3. 2022-08-16 CITY  
4. 2022-08-31 CITY

DRAWN BY: K.S.G. CHECKED BY: G.M.S.  
DATE: 05/14/2022 JOB NO: 2022-7730  
M.S.D. # # RATE MAP # #  
S.L.C. MAP # # NAT SUP. # #  
M.D.N.R. # #  
SHEET TITLE:  
**PRELIMINARY DEVELOPMENT PLAN**  
SHEET NO.:  
**C1.0**

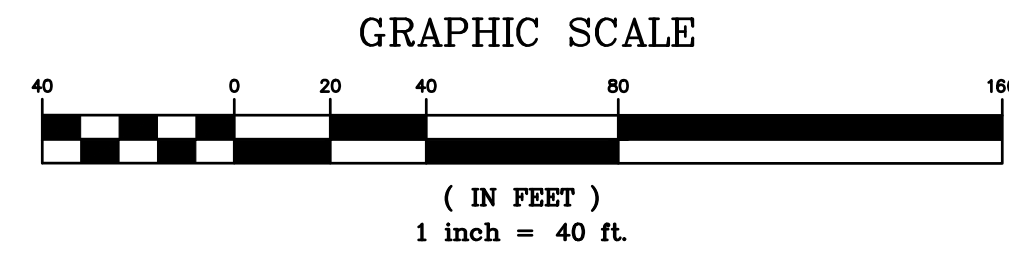


# OUTBOUNDARY

OF TSG CHESTERFIELD AIRPORT ROAD PER PLAT BOOK 368, PAGE 313,  
LOCATED IN U.S. SURVEYS 125 AND 126, IN TOWNSHIP 45 NORTH, RANGE 4 EAST OF  
THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

**ABBREVIATIONS**

DB	- DEED BOOK
FT	- FEET
FND	- FOUND
N/F	- NOW OR FORMERLY
PL	- PLAT BOOK
PG	- PAGE
R.B.	- RADIAL BEARING
SQ	- SQUARE
(S&W)	- RIGHT-OF-WAY WIDTH
(XXX)	- STREET ADDRESS



**LEGEND**

⊙	- BENCH MARK
○	- FOUND IRON ROD
○	- FOUND IRON PIPE
△	- RIGHT OF WAY MARKER

**M.S.D. BENCHMARK**

BENCHMARK 1271 NVD29 Elev = 460.06 FT US Standard DMR aluminum disk stamped S-38 situated in a grassy area northwest of the intersection of Chesterfield Airport Road and Coprice Drive, south of the parking for a retail strip center approximately 0.1 miles east of Long Road, roughly 58 feet west of the centerline of Coprice Drive, 43 feet north of the centerline of Chesterfield Airport Road, and 69 feet east of a fire hydrant.

**SITE BENCHMARK**

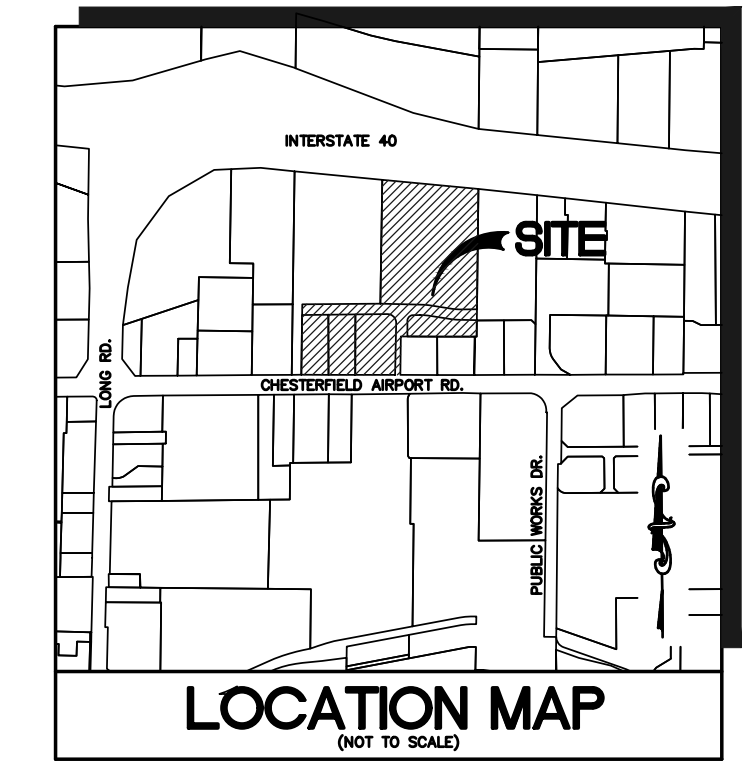
BENCHMARK "S0" ON LIGHT POLE of the Southwest corner of 17505 Chesterfield Airport Road  
ELEV: 464.89

**TOTAL TRACT**

A tract of land being all of TSG Chesterfield Airport Road, a subdivision according to the plat thereof as recorded in Plat Book 368 Page 313 of the St. Louis County Records, located in U.S. Survey 125, Township 45 North, Range 4 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the southwest corner of Chesterfield Airport Road 17505 as recorded in Plat Book 365 Page 150 of the St. Louis County records, said point being on the north right of way line of Chesterfield Airport Road, 100 feet wide; thence South 89 degrees 31 minutes 27 seconds West, along the north right of way line of said Airport Road, 520.40 feet, to the southeast corner of Lot 1 of above said 84 Lumber Subdivision; thence the following courses and distance along the east and south lines of Lot 1 of said 84 Lumber Subdivision: North 00 degrees 49 minutes 46 seconds East, 367.38 feet; North 89 degrees 31 minutes 24 seconds East, 406.95 feet; and North 00 degrees 45 minutes 19 seconds East, 641.93 feet, to the south right of way line of Interstate 64, variable width; thence South 84 degrees 19 minutes 27 seconds East, along the south line of said Interstate 64, 505.66 feet, to the west line of Chesterfield Commons Seven as recorded in Plat Book 359 Page 156 of the St. Louis County records; thence South 00 degrees 28 minutes 53 seconds West, along the west line of said Chesterfield Commons Seven, 754.45 feet; thence South 89 degrees 31 minutes 27 seconds West, along the north line of Outparcel 2 of said Chesterfield Commons Seven, 17505, 595.35 feet, to the northwest corner of said Chesterfield Airport Road 17505; thence South 00 degrees 31 minutes 19 seconds West, along the West line of said Chesterfield Airport Road 17505, 200.56 feet, to the POINT OF BEGINNING.

Containing 567,264 square feet or 13.023 acres, more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on May 3rd 2019.

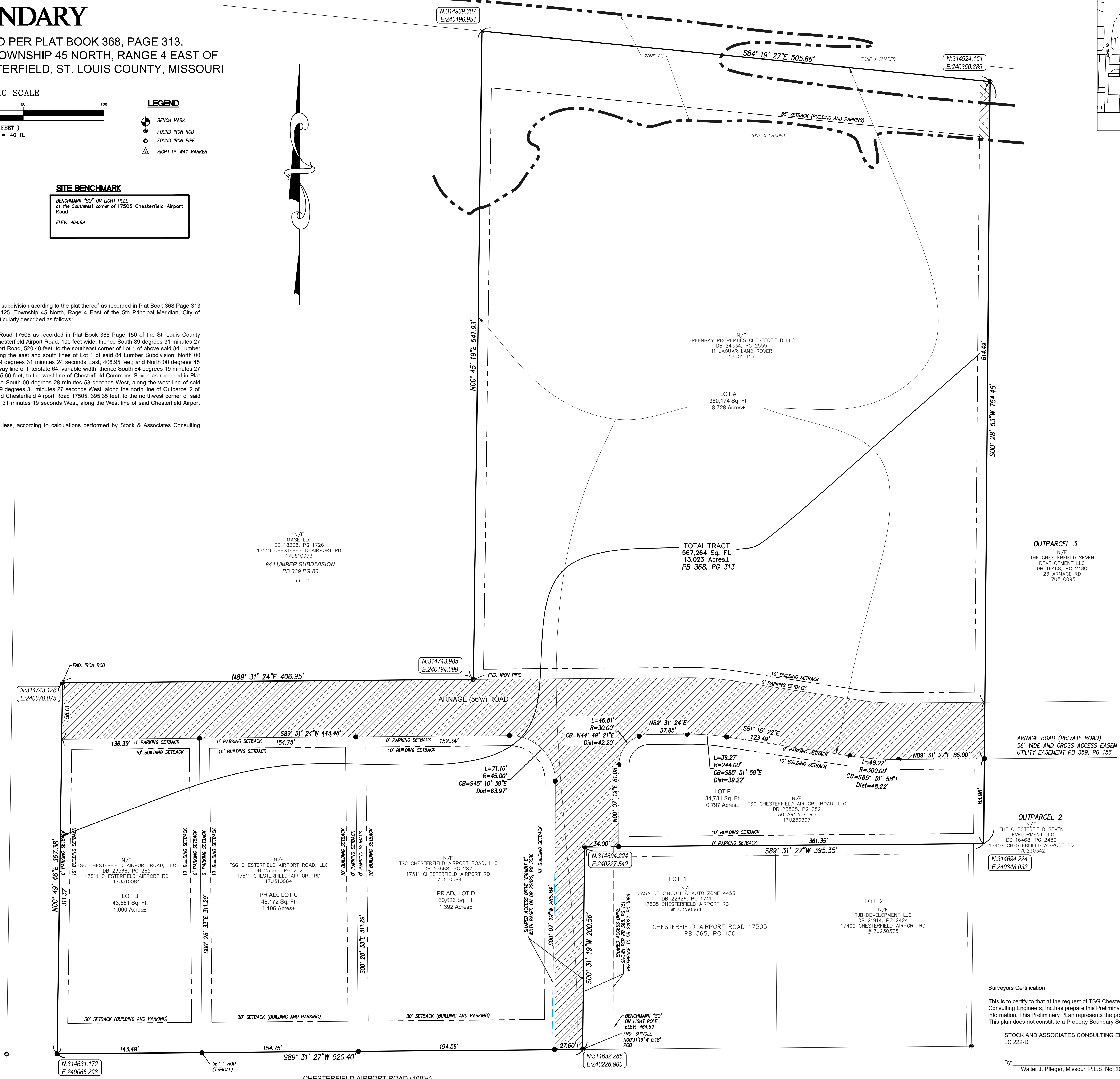


PREPARED BY:  
**Stock & Associates**  
Consulting Engineers, Inc.

OUTBOUNDARY FOR:  
**TSG CHESTERFIELD AIRPORT ROAD**  
17511 CHESTERFIELD AIRPORT ROAD  
CHESTERFIELD, MISSOURI

**GENERAL NOTES:**

- Subject property is Zoned PC Planned Commercial (Ordinance #3082)  
Height shall not exceed 42 feet.  
Setback  
a.) Thirty (30) feet from the southern boundary of this district that fronts on Chesterfield Airport Road.  
b.) Fifty-five (55) feet from the northern boundary of this district that fronts on I-64/US 40.  
c.) Ten (10) feet from all other boundary lines within this district.
- Subject property lies within Flood Zones 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" and Zone AH "Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined, according to the National Flood Insurance Rate Map Number 29189C0165K with and effective date of 2-4-2015. Shown Graphically
- Basis of Bearing: West line of Lot 2 of 84 Lumber Subdivision as recorded in Plat Book 339 Page 80 of the St. Louis County records being North 00 degrees 49 minutes 46 seconds East.



**Surveyors Certification**

This is to certify that at the request of TSG Chesterfield Airport Road, LLC, Stock & Associates Consulting Engineers, Inc. has prepared this Preliminary Plan from an actual field survey and record information. This Preliminary Plan represents the proposed Boundary Adjustment Plat. This plan does not constitute a Property Boundary Survey.

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

By: Walter J. Pileger, Missouri P.L.S. No. 2008-000728

PREPARED FOR:  
TSG Chesterfield Airport Road, LLC  
c/o Stoenberg Group, Inc.  
2127 Innerbelt Business Center Dr,  
Suite 200  
St. Louis MO 63114

REVISIONS:	
DATE:	JOB NO.:
M.S.D. P. #	BASE MAP #
S.L.C. MAT #	MAT SUP. #
M.D.N.R. #	
SHEET TITLE:	
OUTBOUNDARY	
SHEET NO.:	
SHEET #1	

**AN ORDINANCE ESTABLISHING FIVE TRAFFIC GENERATION ASSESSMENT (“TGA”) TRUST FUNDS OF THE CITY OF CHESTERFIELD, MISSOURI.**

**WHEREAS**, the City of Chesterfield, Missouri (the “City”) continues to receive development applications including but not limited to residential, commercial and industrial developments across the City; and,

**WHEREAS**, as part of said development applications, the City has reviewed numerous traffic studies which have been prepared to show the impact of various levels of development on the volume to capacity ratios of roadways and the level of service at intersections as a result of said development; and,

**WHEREAS**, these traffic studies along with evaluations by City Staff, have indicated there are measures available to the City which will lessen the impact of additional vehicles while also providing for additional active transportation opportunities to reduce the need for additional vehicles; and,

**WHEREAS**, the City recognizes that significant impacts on the transportation system are frequently caused by the collective development of a given area of the City and not necessarily by one individual development; and,

**WHEREAS**, in order to accommodate continued development, the City has estimated costs and considered ways in which to pay for the costs to implement necessary improvements caused by overall development so that the costs are not disproportionately borne by any individual development; and,

**WHEREAS**, the City has defined five (5) Traffic Generation Assessment Trust Fund Areas throughout the city as established by the attached plan area as designated on Exhibit “A”; and,

**WHEREAS**, the City of Chesterfield has considered the positions of the Missouri Department of Transportation and St. Louis County, relative to the use of traffic generation assessment funds to make needed improvements; and

**WHEREAS**, the City of Chesterfield City Council concludes that it is in the best interest of the City and its residents to establish a mechanism whereby future improvements to both the vehicular and active transportation networks,

which could include the construction, grading, paving, and other maintenance activities, can be accommodated.

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

**Section 1.** The City hereby establishes five (5) trust accounts to be known as, "TGA Trust Fund Area A", "TGA Trust Fund Area B", "TGA Trust Fund Area C", "TGA Trust Fund Area D", and "TGA Trust Fund Area E", to be held by the City's Director of Finance (the "Trustee") for the improvement, engineering, right-of-way acquisition and construction of storm sewers, paving, sidewalks, pathways, grading, clearing, and other necessary transportation network improvements in the areas designated in Exhibit "A". The five (5) trust fund areas shall be the areas designated on Exhibit "A", subject to further additions or deletions by the City Council in consideration of any particular planned district, rezoning or special procedure permit request in the future or specifically described in the City of Chesterfield Unified Development Code and which may have impact on other transportation areas.

**Section 2.** All sums received shall be deposited in the trust fund in accordance with the terms of each planned district, or as established in the Unified Development Code as approved by the City Council for each individual development. Said zoning conditions may or may not spell out specifically what infrastructure transportation improvements are to be accomplished with the funds being contributed by the individual project. Where no specific improvement is required in a planned district, improvements will be provided pursuant to the City of Chesterfield Unified Development Code.

**Section 3.** The City shall in conjunction with its review of each request for development, rezoning or planned district zoning, or special procedure permits, determine whether the proposed development will need to make specific improvements to the identified transportation project needs as contemplated in the plan, which includes the multi-modal improvements consisting of but not limited to the re-signalization of traffic lights, roadway capacity improvements, and pedestrian capacity improvements as directed by the Department of Planning and the Department of Public Works.

**Section 4.** It is the determination of the City of Chesterfield City Council that the transportation improvements noted above shall be necessitated by the development of the area within the specific trust fund area.

**Section 5.** Additional properties may be made subject to the terms of this trust by appropriate provision.

**Section 6.** As used herein, “Director of Finance”, and like designations means and includes the legal successors to the pertinent functions of such officers.

**Section 7.** This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

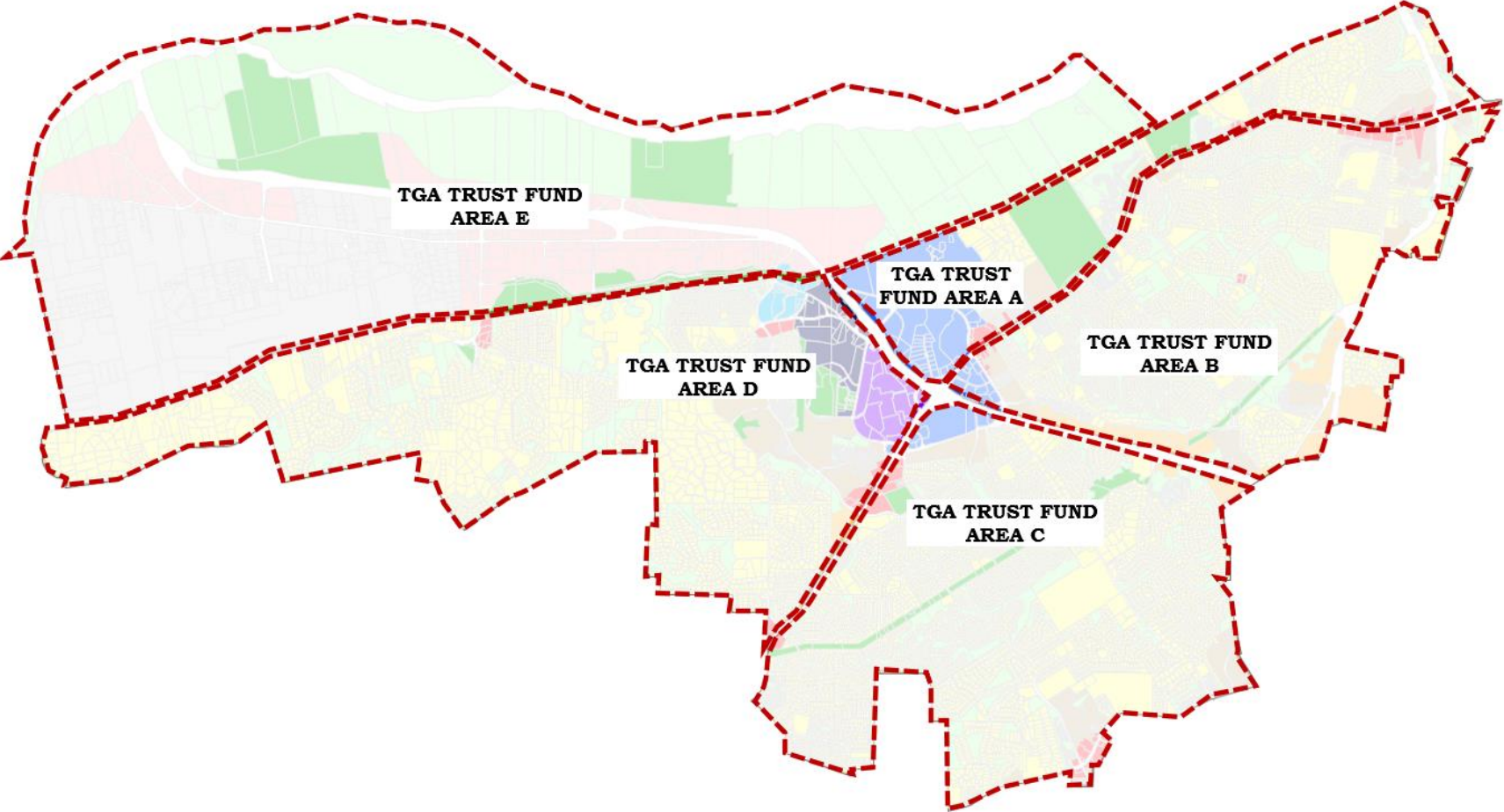
ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: \_\_10/03/2022\_\_



**Exhibit A – “TGA” Trust Fund Areas**



**AN ORDINANCE ESTABLISHING A TRAFFIC GENERATION ASSESSMENT (“TGA”) TRUST FUND RATE SCHEDULE OF THE CITY OF CHESTERFIELD, MISSOURI.**

**WHEREAS**, the City has defined five (5) Traffic Generation Assessment Trust Fund Areas throughout the city as established by City ordinance; and,

**WHEREAS**, five (5) trust accounts are known as, "TGA Trust Fund Area A", "TGA Trust Fund Area B", "TGA Trust Fund Area C", "TGA Trust Fund Area D", and "TGA Trust Fund Area E", and are held by the City’s Director of Finance (the “Trustee”); and,

**WHEREAS**, the traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC); and,

**WHEREAS**, in order to maintain uniformity and equity from development to development, the traffic generation assessment rates are established by the City of Chesterfield.

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

**Section 1.** The City of Chesterfield hereby adopts an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

**Section 2.** The traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC).

**Section 3.** On January 1 of each year, the traffic generation assessment rates are increased or decreased to account for changes in construction costs. The St. Louis County Department of Transportation uses the percent change for the construction cost index for the St. Louis area, from December of a given year

to December of the following year, as published in the Engineering News Record, to determine the rate of increase or decrease.

**Section 4.** The rates per measurable unit are defined as follows:

Land Use	As of 1/1/2022 Rate Per Parking Space*
S.F. Dwelling	\$1,351.57
Apartments	\$540.63
Retirement Community	
Condominiums	
General Office	\$825.90
Quality Restaurant	
Research Center	
Motel	\$1,651.96
Hotel	
General Retail	\$2,477.85
Medical Offices	
Shopping Centers	
Nursing Homes	
High Turn-over Sit Down Restaurant	
Hospital	\$4,955.88
Bank	
Drive-In Fast Food Restaurant	
Convenience Store	\$16,519.13
Gas Station	
Manufacturing	\$660.74
Warehouse	\$1,156.36
Recreational Uses	\$570.76
Mini-Warehouse	\$0.54/SF
Car Wash	\$82,623.40/AC
Loading Space	\$4,054.68

\* Except as noted

**Section 5.** Contributions to the Traffic Generation Assessment Trust Funds shall be made prior to the approval of the first Municipal Zoning Approval application in conjunction with the development that requires contribution.

**Section 6.** This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie, McGownd, CITY CLERK

FIRST READING HELD: \_\_10/03/2022\_\_



## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

The Finance and Administration Committee of the Whole met on Monday, October 10, 2022, for budget workshop #1 in reviewing the 2023 budget proposal.

There are no Finance and Administration items scheduled for actions at tonight's meeting.

## **NEXT MEETING**

The next meeting will be the Committee of The Whole which is scheduled for Monday, October 24<sup>th</sup>, 2022, at 5:00 pm.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly or me prior to Tuesday's meeting.

## **PARKS, RECREATION AND ARTS COMMITTEE**

Chair: Councilmember Budoor

Vice Chair: Councilmember Moore

There are no Parks, Recreation and Arts Committee items scheduled for actions at tonight's meeting.

### **NEXT MEETING**

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

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

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

There are no Public Health and Safety Committee items scheduled for actions at tonight's meeting.

### **NEXT MEETING**

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

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

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

**Liquor License Request** – El Sato (955 Chesterfield Center) formerly Chili’s – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote)**


**Bid Recommendation – Logan Park Improvements** – Parks Director Tom McCarthy recently sought bids for improvements to Logan Park which are primarily funded by two Municipal Park Grants. I join with Tom in recommending acceptance of the low bid, as submitted by Bombshell Construction to construct the improvements at Logan Park, and to authorize the City Administrator to enter into a contract in an amount not to exceed \$893,200 which is the low bid plus alternates and includes a 10% contingency.



## MEMORANDUM

**DATE:** October 3, 2022

**TO:** Mike Geisel  
City Administrator

**FROM:** Andrea Majoros, Business Assistance Coordinator 

**SUBJECT:** **LIQUOR LICENSE REQUEST – EL SALTO**

---

**EL SALTO – 955 Chesterfield Center (former location of Chili's)** ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.

Ms. Yaritzia Castro-Garcia is the managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Tuesday, October 18, 2022 city council meeting, I will immediately issue this license.

# MEMORANDUM



**TO:** Mike Geisel, City Administrator  
Jeannette Kelly, Director of Finance  
Tom McCarthy, Director of Parks, Recreation and Arts

**FROM:** Steve Jarvis, Assistant Director of Parks, Recreation and Arts

**DATE:** October 11, 2022

**SUBJECT:** Logan Park Improvements

The Parks, Recreation and Arts staff advertised for bid the Logan Park Improvements project. The bid opening was conducted on October 3 and a total of four contractors submitted bids on the project. The project includes earth work, site grading, parking lot, entry drive, sanitary sewer, storm sewer, stormwater BMPs, retaining wall, concrete walkways, concrete trails and solar lighting. The bids also provide alternate pricing for installation of pickleball courts, tree protection and a concrete parking lot in place of asphalt.

The bids included the following:

**Bombshell Construction**

Base - \$704,000      Alt. 1 - \$27,000      Atl. 2 - \$108,000      Alt. 3 - \$57,750

**Keeley**

Base - \$706,430      Alt. 1 - \$18,860      Atl. 2 - \$142,448      Alt. 3 - \$90,978

**Integra Inc.**

Base - \$734,928      Alt. 1 - \$39,495      Atl. 2 - \$113,981      Alt. 3 - \$79,821

**Byrne & Jones Construction**

Base - \$771,647      Alt. 1 - \$24,146      Atl. 2 - \$158,846      Alt. 3 - \$75,823

Accordingly, I recommend accepting the pricing submitted by Bombshell Construction, the low bid on the project. I recommend that the project include the base bid and alternate 2, the pickleball courts. This would make the total contract price for the project \$812,000. This would substantially complete phase 1 and phase 2 of the project.

Funds for the project have been approved and allocated in account 119-084-5299 in the amount of \$937,323 for the improvement project. Approvals and budget transfers are attached.

**Again, I am recommending accepting the bid submitted by Bombshell Construction in the amount of \$812,000 and submitting the bid forward to City Council for approval.**

Please let know if you have any questions or require additional information.

Concurrence: Tom McCarthy, Director of Parks, Recreation and Arts

Concurrence: Jeannette Kelly, Director of Finance

Concurrence: Mike Geisel, City Administrator

Handwritten calculations:  
\$812,000  
+ 81,200  
-----  
\$893,200  
10%



**BID TABULATION  
PROJECT  
PPK-01  
October 3, 2022**

ITEM #	Logan Park Improvements PPK-01 DESCRIPTION	Bombshell	Keely	Integra Inc.	Byrne & Jones Construction
		Construction Services EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE	EXTENDED PRICE
1	Base Bid	\$704,000.00	\$706,430.00	\$734,928.00	\$771,647.00
2	Alternate 1	\$27,000.00	\$18,860.00	\$39,495.00	\$24,146.00
3	Alternate 2	\$108,000.00	\$142,448.00	\$113,981.00	\$158,846.00
4	Alternate 3	\$57,750.00	\$90,978.00	\$79,821.00	\$75,823.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL BID</b>	<b>\$896,750.00</b>	<b>\$958,716.00</b>	<b>\$968,225.00</b>	<b>\$1,030,462.00</b>



**BID TABULATION  
PROJECT  
PPK-01  
October 3, 2022**

ITEM #	Logan Park Improvements PPK-01 DESCRIPTION	Construction Services			
		Bombshell EXTENDED PRICE	Keely EXTENDED PRICE	Integra Inc. EXTENDED PRICE	Byrne & Jones Construction EXTENDED PRICE
1	Demo	\$20,000.00	\$11,960.00	\$20,000.00	\$40,911.00
2	Earthwork and Site Grading	\$175,000.00	\$124,675.00	\$143,908.00	\$212,144.00
3	Parking lot and entry drive	\$105,000.00	\$133,095.00	\$116,195.00	\$88,583.00
4	Concrete Curbs at Parking lot	\$20,000.00	\$36,480.00	\$19,825.00	\$22,500.00
5	Sanitary and Storm Water	\$97,500.00*	\$103,755.00	\$91,170.00	\$103,830.00
6	Stormwater BMPs	\$59,000.00	\$61,300.00	\$41,375.00	\$50,470.00
7	Segmental Block Retaining Wall	\$17,000.00	\$20,880.00	\$20,108.00	\$18,952.00
8	Concrete Walkways and Trails	\$161,000.00	\$152,665.00	\$223,136.00	\$179,174.00
9	Solar Parking Lot Lighting	\$49,500.00	\$61,620.00	\$59,211.00	\$55,083.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
	<b>TOTAL BID</b>	<b>\$704,000.00</b>	<b>\$706,430.00</b>	<b>\$734,928.00</b>	<b>\$771,647.00</b>



## **OTHER LEGISLATION**

**Proposed Bill No. 3408 - Record Plat – Wild Horse Bluffs** – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Wild Horse Bluffs, a 4.9-acre tract of land zoned E-1AC Estate District with a Wildhorse Creek Road Overlay District located on the north side of Wildhorse Creek Road and west of Long Road. **(First & Second Readings) Planning Commission recommends approval.**

**Proposed Bill No. 3409 - Record Plat – Wildhorse Village, Lot 1** – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Lot 1 of Wildhorse Village, an 8.7-acre tract of land zoned PC&R Planned Commercial and Residence District located both east of Burkhardt Place and south of Wild Horse Creek Road. **(First & Second Readings) Planning Commission recommends approval.**

## **UNFINISHED BUSINESS**

There is no “Unfinished Business” scheduled for action at this meeting.

## **NEW BUSINESS**

# Memorandum

## Department of Planning



**To:** Michael O. Geisel, City Administrator

**From:** Justin Wyse, Director of Planning *JW*

**Date:** October 18, 2022

**RE:** **Wild Horse Bluffs RP:** A Record Plat for a 4.91 acre tract of land zoned “E-1AC” Estate District with a “WH” Wildhorse Creek Road Overlay District located on the north side of Wild Horse Creek Road and west of Long Road.

### **Summary**

Adams Development has submitted a Record Plat for a 4.91 acre single family detached residential development to be known as Wild Horse Bluffs. The plans would permit the development of four detached single family homes accessing Wild Horse Creek Road via two proposed shared access driveways. The Site Development Plan was approved by the City on June 16, 2022.

A Record Plat establishes lots, common grounds, easements, and road right-of-way. Once a plat is recorded, the new lots may be sold to individual owners. The Wild Horse Bluffs plat would establish four new lots and common ground. The submitted Record Plat is in the same lot configuration that exists in the recently approved Site Development Plan.

On September 28, 2022, the plat was brought before the Planning Commission. A motion to approve the Record Plat as presented was passed by a vote of 9-0.

Attached to this memo please find legislation, Record Plat and Escrow Agreements.



Figure 1: Subject Site Aerial

BILL NO. 3408 \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR WILD HORSE BLUFFS, A 4.91 ACRE TRACT OF LAND ZONED E-1AC ESTATE DISTRICT WITH A WILDHORSE CREEK ROAD OVERLAY DISTRICT LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND WEST OF LONG ROAD.**

**WHEREAS**, Adams Development has submitted for review and approval a Record Plat for Wild Horse Bluffs located on the north side of Wild Horse Creek Road and west of Long Road; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 4.91 acre tract of land into 4 lots and common ground; and,

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

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

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

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

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of said Record Plat by affixing their signatures and the Official Seal of the City of Chesterfield as required on said documents.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 10/18/2022



A RECORD PLAT FOR WILD HORSE BLUFFS

TWO TRACTS OF LAND BEING PART OF LOT 20 OF THE SUB. OF THE R.H. STEVENS FARM, P.B. 7, PG. 37 OF ST. LOUIS CITY (FORMER COUNTY), & PART OF U.S. SURVEY 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI

OWNER'S CERTIFICATE

THE UNDERSIGNED, OWNER OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HERINAFTER BE KNOWN AS "WILD HORSE BLUFFS".

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, SPIRE ENERGY, AT&T MISSOURI, MISSOURI-AMERICAN WATER COMPANY, AMEREN MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, AND CHARTER COMMUNICATIONS, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING AND REPAIRING OF PUBLIC UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORMWATER IMPROVEMENTS AND DRAINAGE FACILITIES.

RESERVE AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMPs (BEST MANAGEMENT PRACTICES). THE RESERVED AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL RUN WITH THE LAND FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" DATED \_\_\_\_\_ OF \_\_\_\_\_ AS RECORDED IN THE ST. LOUIS COUNTY RECORDER OF DEEDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OR AS AMENDED THEREAFTER.

THE 6 FOOT WIDE PERMANENT SIDEWALK EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MO TO ALLOW PUBLIC ACCESS TO THE PRIVATELY MAINTAINED SIDEWALK IN AND UPON THE REAL ESTATE SHOWN ON THIS PLAT. SAID SIDEWALK IS TO BE MAINTAINED BY THE PROPERTY OWNERS OF LOTS 1, 2, 3 & 4.

THE ACCESS EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE OWNERS OF LOTS 1, 2, 3 & 4, THEIR SUCCESSORS AND HEIRS FOR THE RIGHT OF INGRESS AND EGRESS ABOVE AND OVER THE EASEMENT SHOWN HEREON. MAINTENANCE OF THE ACCESS EASEMENT SHALL BE SHARED BY THE PROPERTY OWNERS OF EACH LOT ACCESSING ITS PARTICULAR ACCESS EASEMENT.

THE COMMON GROUND AREA SHOWN HEREON IS HEREBY GRANTED TO THE OWNERS OF LOTS 1, 2, 3 & 4, THEIR SUCCESSORS AND HEIRS FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND OPERATING VARIOUS UTILITIES, SANITARY SEWER AND STORM WATER FACILITIES, OPEN SPACE, RECREATIONAL AREAS, STREETS, STREET LIGHTS, WALKWAYS AND OTHER FACILITIES FOR THE BENEFIT OF THE OWNER OR OWNERS OF THE LOTS SHOWN HEREON. THE COMMON GROUND AREAS SHALL BE MAINTAINED BY THE TRUSTEES OF THE WILD HORSE BLUFF SUBDIVISION

THE OWNERS OF A LOTS SHALL BE SUBJECT TO THE TRUST INDENTURES AS RECORDED IN THE ST. LOUIS COUNTY RECORDER'S OFFICE IN DEEDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OR AS AMENDED THEREAFTER.

ALL EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT PER THE TITLE COMMITMENT POLICY (DATED JULY 7, 2021) WHICH WAS SUPPLIED FOR 17439 & 17455 WLD HORSE CREEK RD AND IS REFERENCED IN DEVELOPMENT NOTE NO. 8.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES, IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER'S NOTARY

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) JSS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME, APPEARED \_\_\_\_\_, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THE EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_

LENDER CERTIFICATE

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS SUBDIVISION PLAT OF "WILD HORSE BLUFFS"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

LENDER: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

LENDER NOTARY

STATE OF \_\_\_\_\_ )
COUNTY OF \_\_\_\_\_ ) JSS

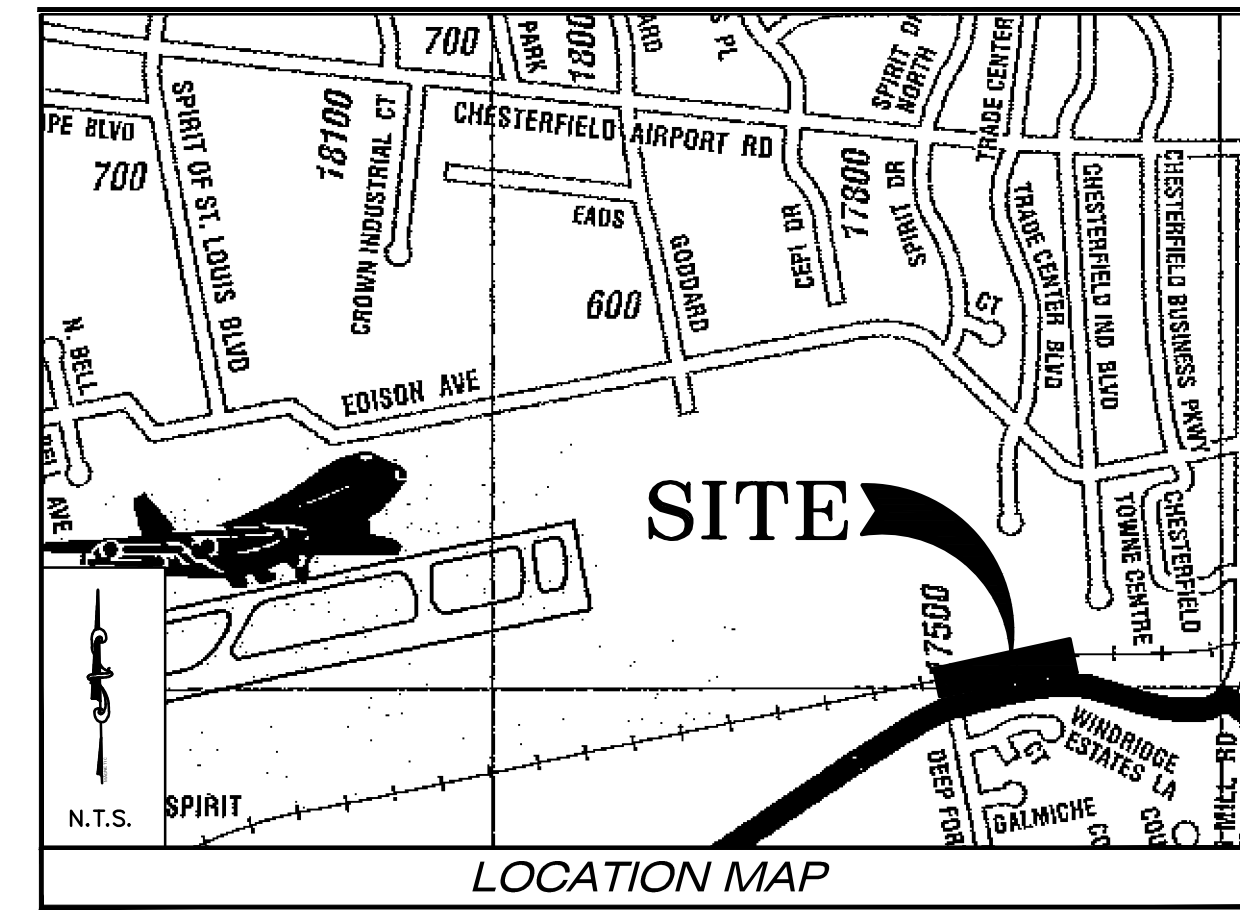
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME, APPEARED \_\_\_\_\_, WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID \_\_\_\_\_, DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_



LAND DESCRIPTION

(PER TITLE COMMITMENT)
PARCEL 1:
PART OF LOT 20 OF STEVENS FARM SUBDIVISION IN US SURVEY 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MO., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF NEW WILD HORSE CREEK ROAD 60 FEET WIDE, BEING THE SOUTHEAST CORNER OF A TRACT NOW OR FORMERLY OF UNION ELECTRIC CO. BY DEED RECORDED IN BOOK 2294 PAGE 421 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID UNION ELECTRIC TRACT, NORTH 11 DEGREES 40 MINUTES 24 SECONDS WEST 207.10 FEET TO POINT IN THE SOUTH LINE OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY RIGHT OF WAY, 100 FEET WIDE; THENCE EASTWARDLY ALONG SAID SOUTH LINE NORTH 77 DEGREES 33MINUTES 29 SECONDS EAST 888.66 FEET TO THE NORTHWEST CORNER OF LOT 11 OF GRAND COTEAU, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED PLAT BOOK 108 PAGE 63 OF SAID COUNTY RECORDS, BEING ALSO A POINT IN THE EAST LINE OF THE AFOREMENTIONED US SURVEY 419; THENCE SOUTHWARDLY ALONG SAID EAST LINE SOUTH 11 DEGREES 44 MINUTES 38 SECONDS EAST 249.09 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED NORTH LINE OF NEW WILD HORSE CREEK ROAD, 60 FEET WIDE; THENCE WESTWARDLY ALONG SAID NORTH LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 984.88 FEET, AN ARC DISTANCE OF 273.29 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 77 DEGREES 49 MINUTES 11 SECONDS WEST 619.43 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
PART OF LOT 20 OF THE SUBDIVISION OF THE R. H. STEVENS FARM, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 37 OF THE RECORDS OF THE CITY (FORMER COUNTY) OF ST. LOUIS, MISSOURI, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE LINE DIVIDING LOTS 20 AND 21 WITH THE NORTH LINE OF WILD HORSE ROAD, 60 FEET WIDE; THENCE ALONG SAID DIVIDING LINE, NORTH 11 DEGREES 40 MINUTES 24 SECONDS WEST 206.22 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF CHICAGO ROCK ISLAND AND PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 77 DEGREES 23 MINUTES 46 SECONDS EAST 119.85 FEET TO A SET IRON ROD; THENCE SOUTH 11 DEGREES 40 MINUTES 24 SECONDS EAST 207.10 FEET TO A SET IRON ROD IN THE NORTH LINE OF WILD HORSE ROAD; THENCE ALONG SAID ROAD LINE, SOUTH 77 DEGREES 49 MINUTES 11 SECONDS WEST 119.84 FEET TO THE BEGINNING.

PROJECT BENCHMARK:
THIS PROJECT WAS PERFORMED WITH THE USE OF GLOBAL POSITIONING SYSTEM (GPS) EQUIPMENT AND THE USE OF A CONTINUOUS OPERATING REFERENCE STATION (CORS) AS PART OF THE MISSOURI DEPARTMENT OF TRANSPORTATION (MO DOT) VIRTUAL REFERENCE SYSTEM (VRS) NETWORK. DATA WAS OBTAINED WITH THE USE OF A TRIMBLE R10 GPS RECEIVER AND A TSC7 DATA COLLECTOR.

HORIZONTAL DATUM IS GRID NORTH, MISSOURI STATE PLANE COORDINATE SYSTEM NAD'83 (2401), EAST ZONE VERTICAL DATUM IS NAVD'88. HORIZONTAL AND VERTICAL DATA OBSERVATION TOLERANCE IS 0.10 FEET, HORIZONTAL AND VERTICAL CONTROL POINT (CORS).

STATEMENT OF STATE PLANE:
THE STATE PLANE COORDINATES WERE DETERMINED ON AUGUST 05, 2022 USING A TRIMBLE R12 GPS RECEIVER AND A TSC7 DATA COLLECTOR FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF "MOOF" WITH A PID OF DM4688 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) COORDINATE VALUES OF NORTH (Y) 324131.153 METERS AND EAST (X) 232983.488 METERS. WE REPRESENT HEREOF THAT THESE STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE "MISSOURI MINIMUM STANDARDS FOR URBAN CLASS PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 30-16, EFFECTIVE AT THE DATE OF THIS SURVEY) AS A "URBAN PROPERTY" RELATIVE TO STATION MOOF.
AVERAGE COMBINED GRID FACTOR = 0.99991807 (1 METER = 3.28083333 FEET)

DEVELOPMENT NOTES:

- 1. SITE ADDRESS: PARCEL 1 17439 WLD HORSE CREEK ROAD CHESTERFIELD, MO 63005 LOC# 18V640015
PARCEL 2 17455 WLD HORSE CREEK ROAD CHESTERFIELD, MO 63005 LOC# 18V630027
2. OWNER INFORMATION: ADAMS DEVELOPMENT L.L.C. 704 COOPER WAY DRIVE O'FALLON, MO 63368
3. AREA OF TRACTS: PARCEL 1 - 189,331 SQ.FT. OR 4.35 ACRES, MORE OR LESS
4. PRESENT ZONING: "E-1 AC/WH ESTATE DISTRICT (ONE ACRE) WLD HORSE CREEK OVERLAY DISTRICT (ZONING AMENDED BY ORDINANCE NO 2394)
5. ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAPS 29189C0145 K DATED FEBRUARY 4, 2015 & 29189C0165 K DATED FEBRUARY 4, 2015, THIS DEVELOPMENT IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOODPLAIN.
6. AVERAGE LOT SIZE: 30,000 S.F. OR 0.69 ACRE
7. [Symbol] DENOTES LOT ADDRESS.
8. THD DESIGN GROUP, INC. HAS USED EXCLUSIVELY THE TITLE COMMITMENT POLICY SUPPLIED BY CONTINENTAL TITLE COMPANY, AGENTS FOR AGENTS NATIONAL TITLE INSURANCE COMPANY, FILE NO. 21414774/REV. 1, HAVING AN EFFECTIVE DATE OF JULY 7, 2021. THE RESULTS OF THE SCHEDULE B, SECTION II ARE LISTED BELOW.
9. IRON RODS SHALL BE SET AT THE FRONT AND REAR CORNERS OF ALL LOTS WITHIN ONE (1) YEAR OF RECORDING OF THE RECORD PLAT. TWO PERMANENT MONUMENTS (IRON RODS WITH ALUMINUM CAP) TO BE SET AS SHOWN PER MISSOURI MINIMUM STANDARDS.
10. BASIS OF BEARINGS: GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM (2401), NAD83, EAST ZONE
11. THERE ARE NO SIDE YARD EASEMENTS.

CITY APPROVAL

THIS IS TO CERTIFY THAT THE RECORD PLAT OF \_\_\_\_\_ WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR

VICKIE MCGOWND, CITY CLERK

SYMBOL LEGEND

- \* FOUND CROSS
o FOUND IRON PIPE
o SET IRON ROD
+ BENCHMARK

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT THD DESIGN GROUP, INC AT THE REQUEST AND FOR THE EXCLUSIVE USE OF ADAMS DEVELOPMENT, LLC. WE HAVE DURING THE MONTH OF MAY, 2017, EXECUTED A BOUNDARY SURVEY AND BASED UPON SAID SURVEY, DURING THE MONTH OF MARCH, 2022, PREPARED A SUBDIVISION PLAT ON A TRACT OF LAND BEING PART OF US SURVEY 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI THE RESULTS OF WHICH ARE SHOWN HEREON. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH "MISSOURI STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS (2CSR 90-60.010 TO 60.070) AS ADOPTED BY THE MISSOURI DEPARTMENT OF AGRICULTURE AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS". THIS SURVEY IS BASED ON RECORD SOURCES. THD DESIGN GROUP, INC. TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE AFOREMENTIONED RECORDS. RESULTS OF SAID SURVEY ARE SHOWN ON THE PLAT HEREON.

THD DESIGN GROUP, INC.
your solution for engineering and surveying
148 CHESTERFIELD INDUSTRIAL BLVD STE E, CHESTERFIELD, MO 63005
TEL: 636-294-2972
FAX: 636-294-3027
WEB: www.thd.com
Corporate Certificate of Authority #2011004412

A RECORD PLAT FOR WILD HORSE BLUFFS
TWO TRACTS OF LAND BEING PART OF LOT 20 OF THE SUB. OF THE R.H. STEVENS FARM, P.B. 7, PG. 37 OF ST. LOUIS CITY (FORMER COUNTY), & PART OF U.S. SURVEY 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI



Date: Aug 25, 2022
Brian J. Fischer
License No. LS-002584
Professional Land Surveyor

PROJECT NUMBER: 21-5084

DATE: 08/25/2022

DRAWN BY: BST

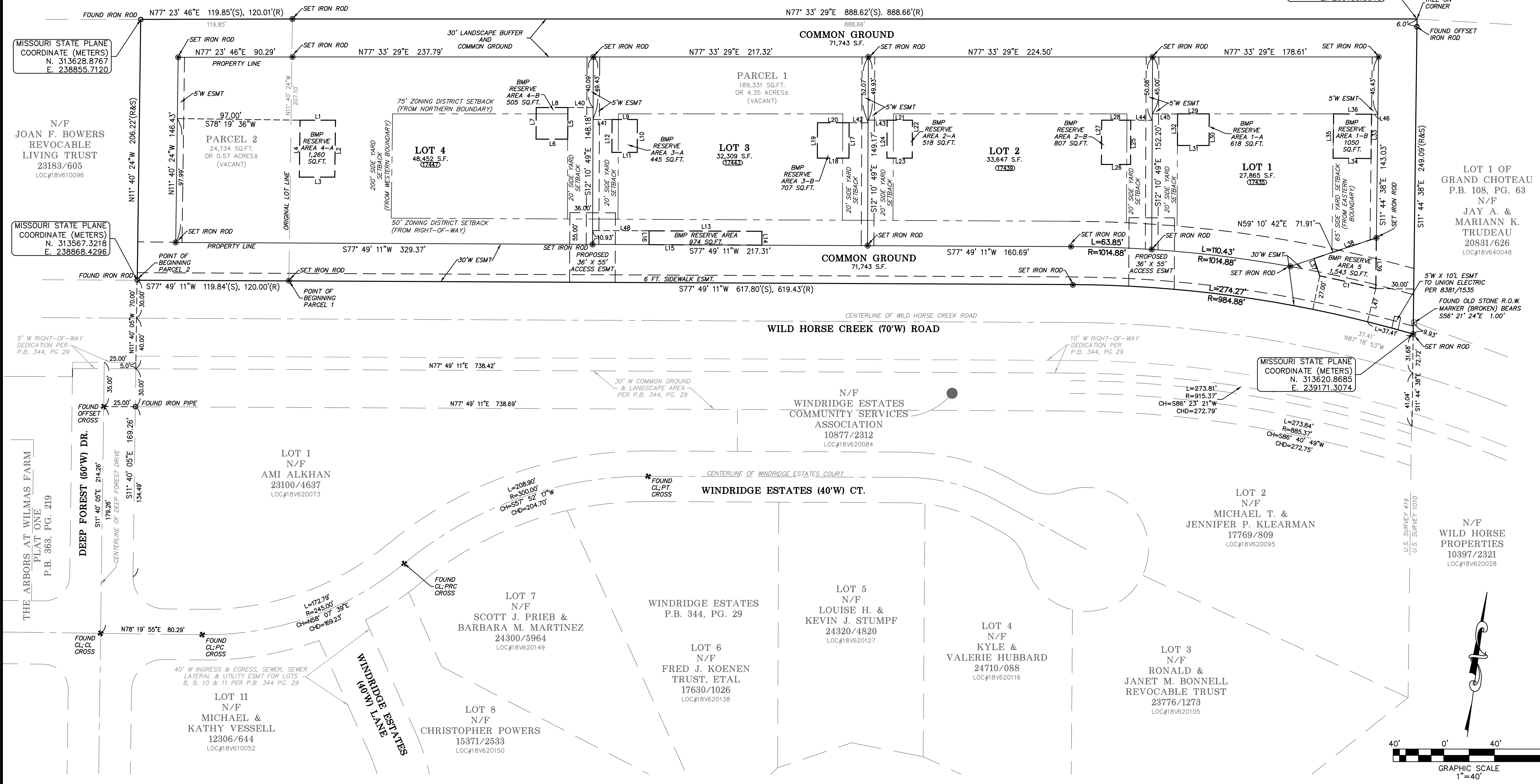


Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	N77° 33' 29"E	28.00'	L14	N12° 10' 49"W	10.93'	L27	S12° 10' 49"E	35.00'	L40	N77° 49' 11"E	19.93'
L2	N11° 40' 24"W	45.00'	L15	N77° 49' 11"E	89.15'	L28	S77° 33' 29"W	23.00'	L41	S77° 49' 11"W	15.00'
L3	N77° 33' 29"E	28.00'	L16	N12° 10' 49"W	10.93'	L29	N77° 33' 29"E	25.00'	L42	N77° 49' 11"E	15.00'
L4	N11° 40' 24"W	45.00'	L17	S12° 10' 49"E	28.00'	L30	S12° 10' 49"E	25.00'	L43	S77° 49' 11"W	15.00'
L5	S12° 10' 49"E	25.00'	L18	N77° 33' 29"E	25.00'	L31	N77° 33' 29"E	25.00'	L44	N77° 49' 11"E	17.00'
L6	N77° 33' 29"E	25.00'	L19	S12° 10' 49"E	28.00'	L32	S12° 10' 49"E	25.00'	L45	S77° 53' 08"W	20.11'
L7	S12° 10' 49"E	25.00'	L20	N77° 33' 29"E	25.00'	L33	S11° 44' 38"E	35.00'	L46	N78° 15' 22"E	5.00'
L8	N77° 33' 29"E	25.00'	L21	S77° 33' 29"W	20.00'	L34	N78° 15' 22"E	30.00'	L47	S1° 35' 50"W	27.00'
L9	N77° 33' 29"E	20.00'	L22	S12° 10' 49"E	30.00'	L35	S11° 44' 38"E	35.00'	L48	S77° 49' 11"W	44.67'
L10	S12° 10' 49"E	26.00'	L23	S77° 33' 29"W	20.00'	L36	N78° 15' 22"E	30.00'			
L11	N77° 33' 29"E	20.00'	L24	S12° 10' 49"E	30.00'	L37	N30° 49' 18"W	14.41'			
L12	S12° 10' 49"E	26.00'	L25	S12° 10' 49"E	35.00'	L38	N59° 10' 42"E	52.00'			
L13	S77° 49' 11"W	89.15'	L26	S77° 33' 29"W	23.00'	L39	S11° 44' 38"E	40.10'			

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	45.44	1011.88	2.57	N89° 41' 22"W	45.44

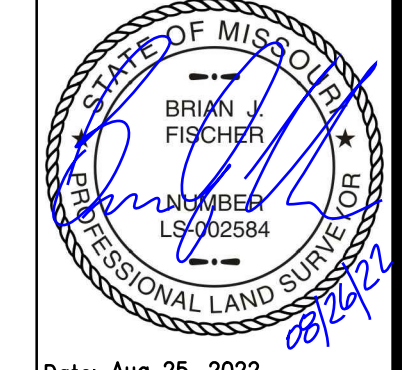
CHICAGO ROCK ISLAND  
& PACIFIC RAILROAD  
COMPANY R.O.W.  
(VARIABLE WIDTH)

MISSOURI STATE PLANE  
COORDINATE (METERS)  
N. 313695.2028  
E. 239155.8543



**THD DESIGN GROUP, INC.**  
"your solution for engineering and surveying"  
148 CHESTERFIELD INDUSTRIAL BLVD. STE. E, CHESTERFIELD, MO 63005  
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Corporate Certificate of Authority #2011004412

A RECORD PLAT FOR  
**WILD HORSE BLUFFS**  
TWO TRACTS OF LAND BEING PART OF LOT 20 OF THE SUB.  
OF THE R.H. STEVENS FARM, P.B. 7, PG. 37  
OF ST. LOUIS CITY (FORMER COUNTY),  
& PART OF U.S. SURVEY 419,  
TOWNSHIP 45 NORTH, RANGE 3 EAST,  
ST. LOUIS COUNTY, MISSOURI



Date: Aug 25, 2022  
Brian J. Fischer  
License No. LS-022584  
Professional Land Surveyor  
PROJECT NUMBER: 21-5084  
DATE: 08/25/2022  
DRAWN BY: B5T



RECEIVED

SEP 30 2022

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT City of Chesterfield Department of Planning

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
Wildhorse Bluffs  
\_\_\_\_\_ in accordance with  
Ordinance No. 2394, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion of said  
improvements, all in accordance with the provisions of said governing ordinance and  
Subdivision Regulations, as amended, will be in the sum of  
nine hundred ninety thousand two hundred fifty seven DOLLARS  
dollars and seventy six cents  
(\$ 990,257.76), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Nine hundred ninety thousand two hundred fifty seven dollars seventy six cents, DOLLARS (\$990,257.76) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a \_\_\_\_\_ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

ATTEST: (SEAL)

Stacey Adams, Owner

[Signature]  
Type Name: Eric Pitlyk  
Title: AVP

DEVELOPER: Adams Development LLC

BY: [Signature]  
Type Name: Stacey Adams  
Title: owner

Firm Address:  
704 Cooper Way Drive OFallon MO 63368

ATTEST: (SEAL)

[Signature]  
Type Name: Eric Pitlyk  
Title: AVP

ESCROW HOLDER: Midwest Regional Bank

BY: [Signature]  
Type Name: Sandor B. Scott  
Title: AREA PRESIDENT

Firm Address:  
363 Festus Centre Drive  
Festus, Mo 63028

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Director of Planning

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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



**CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

N/A

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as \_\_\_\_\_ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:





# EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Wildhorse Bluffs**  
**PLAT: Wild Horse Bluffs**  
**SUBDIVISION CODE: 281**  
**NO. LOTS: 4**  
**DATE OF PLAT APPROVAL:**

**DEVELOPER: Adams Development, LLC**

<b>CATEGORY</b>	<b>DATE OF RELEASE</b>	<b>% RELEASE</b>	<b>ORIGINAL BALANCE</b>	<b>TOTAL RELEASED</b>	<b>TOTAL % RELEASED</b>	<b>CURRENT BALANCE</b>	<b>% REMAINING</b>
PAVEMENT			\$38,923.78	\$0.00 \$0.00	0	\$38,923.78	100
SANITARY SEWER			\$129,059.86	\$0.00 \$0.00	0	\$129,059.86	100
STORM SEWER			\$4,413.42	\$0.00 \$0.00	0	\$4,413.42	100
GRADING			\$58,253.71	\$0.00 \$0.00	0	\$58,253.71	100
WATER QUALITY			\$18,564.44	\$0.00 \$0.00	0	\$18,564.44	100
SILTATION CONTROL			\$18,843.00	\$0.00 \$0.00	0	\$18,843.00	100
MONUMENTATION			\$1,595.00	\$0.00 \$0.00	0	\$1,595.00	100
RETAINING WALLS			\$547,599.36	\$0.00 \$0.00	0	\$547,599.36	100
WATER MAINS			\$173,005.20	\$0.00 \$0.00	0	\$173,005.20	100
<b>TOTALS</b>			<b>\$990,257.76</b>	<b>\$0.00</b>	<b>0</b>	<b>\$990,257.76</b>	<b>100</b>

Retainage required PRIOR to release of Sewer Escrow \$49,512.89  
Retainage required AFTER release of Sewer Escrow \$42,839.22



**MIDWEST  
REGIONAL BANK**

STANDARD FORM OF  
LETTER OF CREDIT

RECEIVED  
SEP 30 2022  
City of Chesterfield-Department of Planning

Midwest Regional Bank  
363 Festus Centre Drive  
Festus MO 63028

September 30, 2022

IRREVOCABLE LETTER OF CREDIT NO. 10223436

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Adams Development LLC, a Missouri LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ 990,257.76 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

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

- |  |  |
|--|--|
| <input type="checkbox"/> Grading Surety                              | <input type="checkbox"/> Subdivision Maintenance Deposit |
| <input type="checkbox"/> Landscape Surety                            | <input type="checkbox"/> Tree Preservation Surety        |
| <input type="checkbox"/> Pavement Restoration Surety                 | <input type="checkbox"/> Other _____                     |
| <input checked="" type="checkbox"/> Subdivision Construction Deposit |  |

as detailed on the accompanying agreements for Wildhorse Bluffs  
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

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

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

363 Festus Centre Drive • Festus, MO 63028 • (636) 937-5351

www.mwrbank.com



Member FDIC



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

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 363 Festus Centre Drive, Festus MO 63028

Attention: Loan Administration (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on September 30, 2023, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City of Chesterfield, Account #129300337, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than September 30, 2027.

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

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

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at Midwest Regional Bank, 363 Festus Centre Drive, Festus MO 63028, Attention: Loan Administration, specifically referring thereon to Irrevocable Letter of Credit No. 10223436.

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

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

Very truly yours,

Midwest Regional Bank

By:

\_\_\_\_\_  
Authorized signer

*BT*  
*GUYMON B. SCOTT*  
*AREA PRESIDENT*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Midwest Regional Bank (the "Bank"), with reference to Irrevocable Letter of Credit No. 10223436 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ 990,257.76 accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

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

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

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

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

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

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

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning

EXHIBIT C  
TO LETTER OF CREDIT  
FORM OF NOTICE OF EXPIRATION

\_\_\_\_\_  
City of Chesterfield  
690 Chesterfield Parkway W  
Chesterfield, Missouri 63017

Attention: Director of Planning

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

Amount: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

To Whom It May Concern:

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

Very truly yours,

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Officer

cc: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



EXHIBIT D  
TO LETTER OF CREDIT  
FORM OF REDUCTION CERTIFICATE

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning

cc \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT E  
TO LETTER OF CREDIT  
FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Re: LETTER OF CREDIT NUMBER: \_\_\_\_\_  
IN ORIGINAL AMOUNT OF: \$ \_\_\_\_\_  
FINAL REDUCTION

To Whom It May Concern:

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

Should you desire additional information, please contact \* \_\_\_\_\_ \*.

By: \_\_\_\_\_  
Director of Planning

Enclosures: Letter of Credit

cc \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT F  
TO LETTER OF CREDIT  
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

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

CITY OF CHESTERFIELD, MISSOURI [\_\_\_\_\_]

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning

Enclosures: Letter of Credit, if applicable

cc \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT G  
TO LETTER OF CREDIT  
SIGHT DRAFT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-or-

\_\_\_\_\_  
[Insert Lender's name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RECEIVED

SEP 30 2022

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT Department of Planning

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as Wildhorse Bluffs in accordance with Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of maintenance of the required improvements, based on the cost of construction of said improvements, all in accordance with the provisions of said subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum of ninety nine thousand twenty five dollars and seventy eight cents \_\_\_\_\_ DOLLARS (\$ 99,025.78 ), lawful money of the United States of America; and

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



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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of ninety nine thousand twenty five dollars and seventy eight cents

DOLLARS (\$ 99,025.78), lawful money of the United States of America by:

(check one)

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

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Wildhorse Bluffs

\_\_\_\_\_ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

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

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

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

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

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

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

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

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

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

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

caused by any construction, improvement or development for which any deposit has been released.

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

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

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

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

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



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

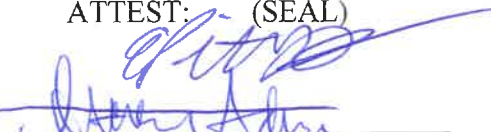
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and


seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Adams Development LLC

ATTEST: (SEAL)

DEVELOPER: \_\_\_\_\_

  
Type Name: Eric Pitlyk  
Title: AVP  
Owner

BY:   
Type Name: Stacey Adams  
Title: owner

Firm Address:  
704 Cooper Way Drive  
OFallon MO 63368

Midwest Regional Bank

ATTEST: (SEAL)

CREDIT HOLDER: \_\_\_\_\_

  
Name: Eric Pitlyk  
Title: AVP

BY:   
Name: Sanford B. Scott  
Title: Area President

Firm Address:  
363 Festus Centre Drive  
Festus, MO 63028

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Director of Planning

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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

# Addendum

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

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

seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Adams Development LLC

ATTEST: (SEAL)

DEVELOPER:



BY: 

Type Name  
Title:

Eric Pittyk

Type Name: Stacy Adams  
Title: owner

Firm Address:  
704 Cooper Way Drive  
OFallon MO 63368

Midwest Regional Bank

ATTEST: (SEAL)

CREDIT HOLDER:



BY: 

Name: Eric Pittyk  
Title: AVP

Name: Sanford B. Scott  
Title: Area President

Firm Address:  
363 Festus Centre Drive  
Festus, MO 63028

## CITY OF CHESTERFIELD, MISSOURI

BY \_\_\_\_\_  
Director of Planning

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

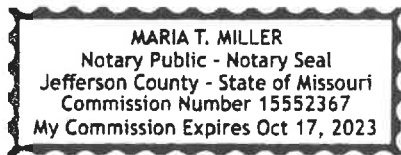
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 29 day of September, 2022, before me appeared Sanford B. Scott, to me personally known, who, being by me duly sworn, did say that he is the Area President (title) of Midwest Regional Bank (name of bank), a Missouri Corp (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Area President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Maria T. Miller  
Notary Public

My Commission Expires:



**CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

N/A

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as \_\_\_\_\_ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

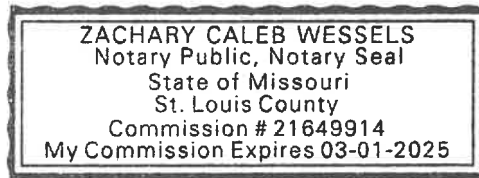
STATE OF MISSOURI    )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 30 day of September, 2022, before me appeared Stacey Adams (name) to me personally known, who, being by me duly sworn, did say that he/she is the owner (title or Executing Official) of ADAMS Development, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its owner, (President or title of chief officer), Stacey Adams (name) as owner (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 30 day of September, 2022.

  
Notary Public

My Commission Expires: 3/1/25





**MAINTENANCE DEPOSIT**

**SUBDIVISION:** Wildhorse Bluffs

**PLAT:** Wild Horse Bluffs

**SUB CODE:** 281

**DEVELOPER:** Adams Development, LLC

<b>CATEGORY</b>	<b>ORIGINAL BALANCE</b>	<b>DATE OF RELEASE</b>	<b>AMOUNT RELEASED</b>	<b>CURRENT BALANCE</b>
PAVEMENT	\$3,892.38			\$3,892.38
SANITARY SEWER	\$12,905.99			\$12,905.99
STORM SEWER	\$441.34			\$441.34
GRADING	\$5,825.37			\$5,825.37
WATER QUALITY	\$1,856.44			\$1,856.44
SILTATION CONTROL	\$1,884.30			\$1,884.30
MONUMENTATION	\$159.50			\$159.50
RETAINING WALL	\$54,759.94			\$54,759.94
WATER MAINS	\$17,300.52			\$17,300.52
<b>TOTALS</b>	<b>\$99,025.78</b>		<b>\$0.00</b>	<b>\$99,025.78</b>

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



**MIDWEST  
REGIONAL BANK**



STANDARD FORM OF  
LETTER OF CREDIT

Midwest Regional Bank  
363 Festus Centre Drive  
Festus, MO 63028

September 30, 2022

IRREVOCABLE LETTER OF CREDIT NO. 10223439

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Adams Development LLC, a Missouri LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ 99,025.78 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

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

- |   |   |
|---|---|
| <input type="checkbox"/> Grading Surety                   | <input checked="" type="checkbox"/> Subdivision Maintenance Deposit |
| <input type="checkbox"/> Landscape Surety                 | <input type="checkbox"/> Tree Preservation Surety                   |
| <input type="checkbox"/> Pavement Restoration Surety      | <input type="checkbox"/> Other _____                                |
| <input type="checkbox"/> Subdivision Construction Deposit |   |

as detailed on the accompanying agreements for Wildhorse Bluffs  
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

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

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

363 Festus Centre Drive • Festus, MO 63028 • (636) 937-5351

www.mwrbank.com



Member FDIC

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

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 363 Festus Centre Drive, Festus, MO 63028

Attention: Loan Administration (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on September 30, \_\_\_\_\_, 2023, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City of Chesterfield, Account #129300337, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than September 30, 2028.

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

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

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at Midwest Regional Bank, 363 Festus Centre Drive, Festus, MO 63028, Attention: Loan Administration, specifically referring thereon to Irrevocable Letter of Credit No. 10223439.

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

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

Very truly yours,

Midwest Regional Bank

By:

Authorized signer

*[Signature]*  
*SARAH O. PETERSON*  
*VICE PRESIDENT*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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

To Whom It May Concern:

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

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

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

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

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning



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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

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

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

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

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning

EXHIBIT C  
TO LETTER OF CREDIT  
FORM OF NOTICE OF EXPIRATION

\_\_\_\_\_  
City of Chesterfield  
690 Chesterfield Parkway W  
Chesterfield, Missouri 63017

Attention: Director of Planning

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

Amount: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

To Whom It May Concern:

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

Very truly yours,

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Officer

cc: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT D  
TO LETTER OF CREDIT  
FORM OF REDUCTION CERTIFICATE

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning

cc \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT E  
TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention:

Re: LETTER OF CREDIT NUMBER: \_\_\_\_\_

IN ORIGINAL AMOUNT OF: \$ \_\_\_\_\_

FINAL REDUCTION

To Whom It May Concern:

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

Should you desire additional information, please contact \* \_\_\_\_\_ \*.

By: \_\_\_\_\_  
Director of Planning

Enclosures: Letter of Credit

cc \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT F  
TO LETTER OF CREDIT  
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

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

CITY OF CHESTERFIELD, MISSOURI [ \_\_\_\_\_ ]

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Director of Planning

Enclosures: Letter of Credit, if applicable

cc \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



EXHIBIT G  
TO LETTER OF CREDIT  
SIGHT DRAFT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

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

To Whom It May Concern:

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

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

-or-

\_\_\_\_\_  
[Insert Lender's name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Memorandum

## Department of Planning



**To:** Michael O. Geisel, City Administrator  
**From:** Justin Wyse, Director of Planning *JW*  
**Date:** October 18, 2022

**RE:** **Wildhorse Village (Lot 1) Record Plat:** A Record Plat for an 8.7 acre tract of land zoned PC&R Planned Commercial and Residence District located both east of Burkhardt Place and south of Wild Horse Creek Road.

### **Summary**

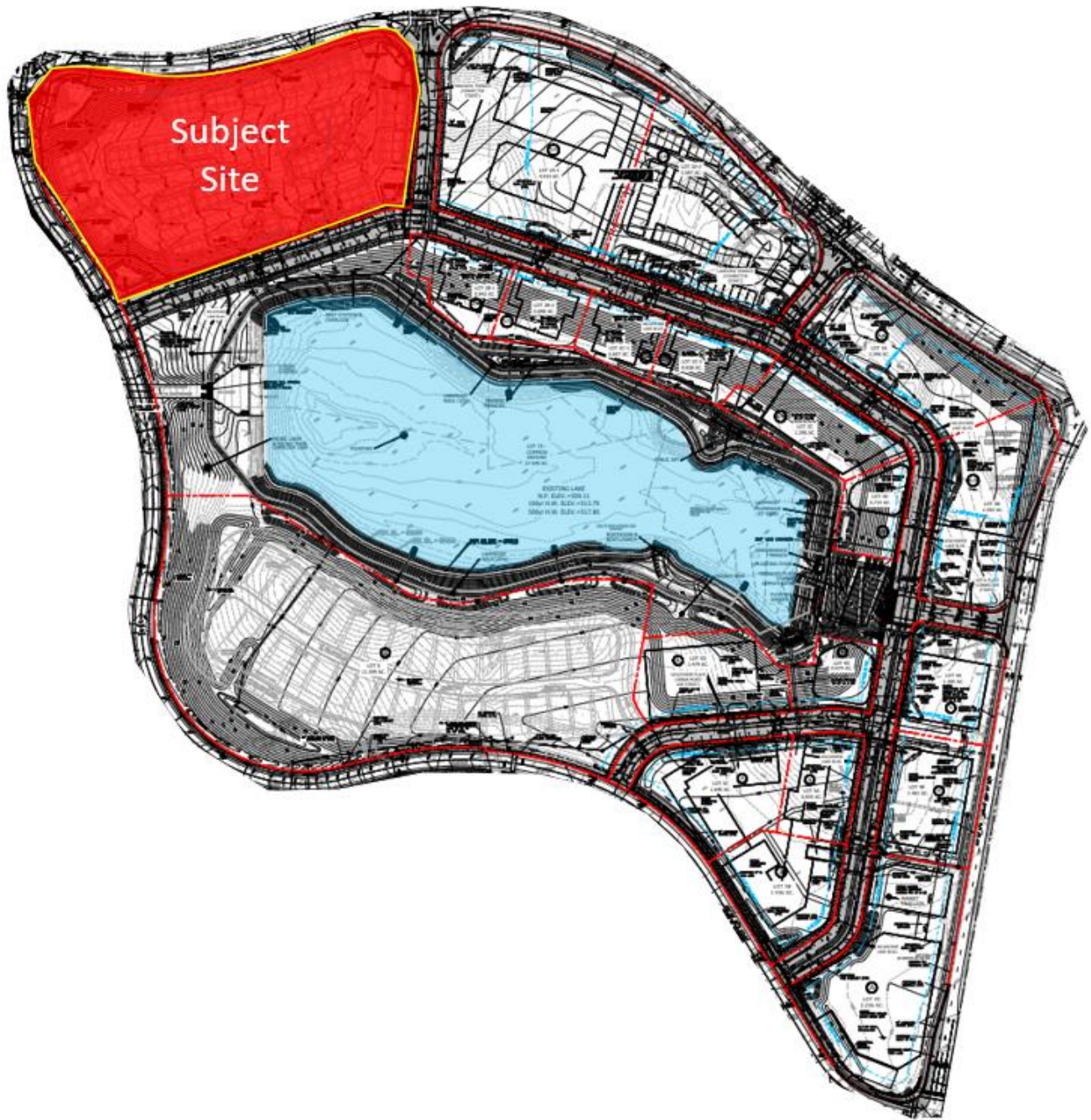
Stock and Associates Consulting Engineers, Inc. has submitted a Record Plat for Planning Commission review. This request depicts the creation of a 72 lot development within the 8.7 acre tract of land platted as Lot 1 of Wildhorse Village. The subject site is zoned "PC&R" Planned Commercial and Residence District and is governed under the terms and conditions of City of Chesterfield Ordinance Number 3161. The Record Plat for the entire Wildhorse Village Development was approved by the City of Chesterfield City Council on November 15, 2021.

A record plat is the instrument which dedicates lots, common ground, necessary easements and road right-of-way for future roads within a development or a portion thereof. Once a plat is recorded, the new lots may be sold to individual owners. This plat would establish 72 new lots for development and Common Ground. On August 10, 2021 the Amended Site Development Section Plan was approved for Lot 1 of Wildhorse Village. The proposed Record Plat is in the same lot configuration that exists on the approved Amended Site Development Section Plan. All of the lots are currently undeveloped, but the infrastructure (roadways, sanitary sewers, stormwater management, electric) are currently being constructed within the development.

On October 12th, 2022 the City of Chesterfield Planning Commission recommended approval of the Wildhorse Village Lot 1 Record Plat as presented.

On the following page is an image depicting the location of the subject site within the overall Wildhorse Village development.

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



**Figure 1: Location of Subject Site within the overall Wildhorse Village Development**

BILL NO. 3409

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR LOT 1 OF WILDHORSE VILLAGE, AN 8.7 ACRE TRACT OF LAND ZONED PC&R PLANNED COMMERCIAL AND RESIDENCE DISTRICT LOCATED BOTH EAST OF BURKHARDT PLACE AND SOUTH OF WILD HORSE CREEK ROAD**

**WHEREAS**, Stock and Associates Consulting Engineers, Inc., has submitted for review and approval a Record Plat for Lot 1 of Wildhorse Village located both east of Burkhardt Place and south of Wild Horse Creek Road.; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide an 8.7 acre tract of land into 72 lots and common ground; and,

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

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

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

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of said Record Plat by affixing their signatures and the Official Seal of the City of Chesterfield as required on said documents.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 10/18/2022

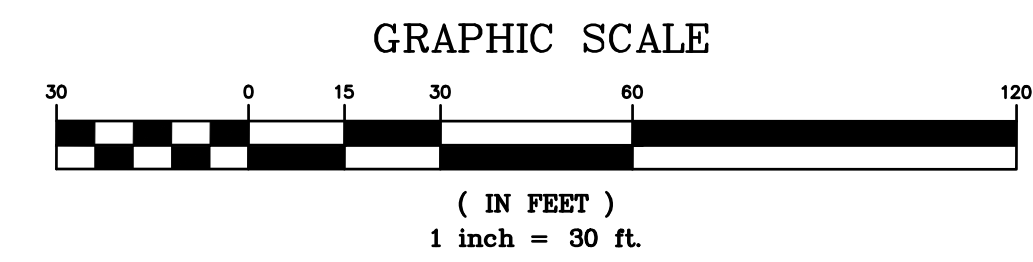
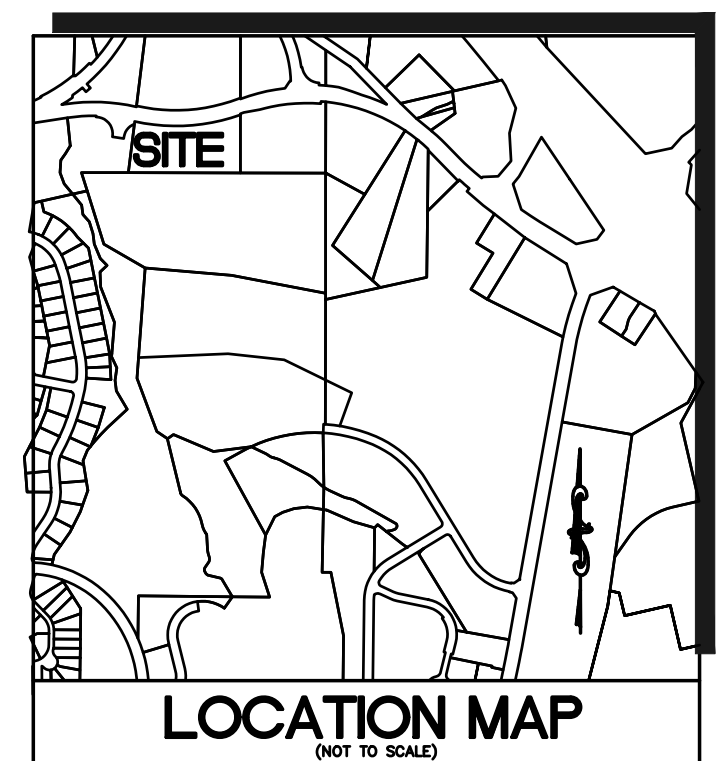


THE TOWNES AT WILDHORSE VILLAGE
A TRACT OF LAND BEING LOT 1 OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 369, PAGE 579
LOCATED IN U.S. SURVEYS 415 AND 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EXHIBIT 1

ST. LOUIS COUNTY BENCHMARK

BENCHMARK 12048
NAD83 Elev = 557.81
54' on top of curb at end of rounding along the north
curb line of the eastern extension of Burkhardt Place on
the east side of Chesterfield Village Parkway, 0.2 mile
north of Lydo Hills Drive.



LEGEND

- BENCH MARK
FOUND IRON ROD
FOUND IRON PIPE
RIGHT OF WAY MARKER

ABBREVIATIONS

- DB DEED BOOK
FT FEET
FND FOUND
FND OR FORMERLY PLAT BOOK
N/P PAGE
P/B PLAT BOOK
R.O. RIGHT OF WAY
S.O. SQUARE
(86'W) RIGHT-OF-WAY WIDTH

A tract of land being Lot 1 of Wildhorse Village a subdivision according to the plat thereof as recorded in Plat Book 369 Page 579, and Right of Way Vacation #1 of Document 2022082902223, all of the St. Louis County records, located in U.S. Surveys 415 and 2031 in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the south line of U.S. Survey 2031 and the east right of way line of Burkhardt Place, variable with, as recorded in Deed Book 23588 page 3666 of the St. Louis County records, being on a curve to the right having a radius of 345.00 feet; thence along said east right of way line, with said curve, an arc distance of 180.86 feet, and a chord which bears North 06 degrees 06 minutes 29 seconds West, 178.79 feet to the south right of way line of Wild Horse Creek road, arc distance of 180.86 feet, and a chord which bears North 06 degrees 06 minutes 29 seconds West, 178.79 feet to the south right of way line of Wild Horse Creek road, variable width; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to a curve to the right having a radius of 84.61 feet, and along said curve an arc distance of 89.68 feet, and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet, along said south right of way line, to the southeast line of Right of Way Dedication #1, to St. Louis County Missouri, as recorded in Deed Book 24862 Page 3774 of said records; thence North 57 degrees 50 minutes 19 seconds East, 2.34 feet to a curve to the right having a radius of 95.00 feet, and along said curve an arc distance of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet, along said southeast line of Right of Way Dedication #1, to the north line of Right of Way Vacation #1 of Document # 2022082902223 of said records, being on a curve to the right having a radius of 95.00 feet; thence the following courses along the north line of said Right of Way Vacation #1, with said curve an arc distance of 28.03 feet, and a chord which bears North 89 degrees 06 minutes 24 seconds East, 27.93 feet, to a compound curve to the left having a radius of 991.50 feet; along said curve an arc distance of 395.99 feet, and a chord which bears South 87 degrees 54 minutes 18 seconds East, 393.36 feet, and North 78 degrees 50 minutes 50 seconds East, 68.45 feet to the west corner of Right of Way Dedication #2, to St. Louis County Missouri, as recorded in Deed Book 24862 Page 3774 of said records; thence leaving said north line, North 78 degrees 50 minutes 50 seconds East, 52.73 feet, to a curve to the right having a radius of 907.00 feet; and along said curve an arc distance of 93.30 feet and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet, along the south line of said Right of Way Dedication #2, to the above said south right of way line of Wild Horse Creek Road, being on a curve to the right having a radius of 907.00 feet; thence along said south right of way line of Wild Horse Creek Road, with said curve, an arc distance of 80.72 feet, and a chord which bears North 76 degrees 51 minutes 13 seconds East, 80.69 feet, to a curve to the right having a radius of 80.00 feet; thence leaving said south right of way line the following courses and distance: along said curve to the right an arc distance of 97.12 feet and a chord which bears South 61 degrees 59 minutes 57 seconds East, 97.27 feet to a compound curve to the right having a radius of 113.00 feet; along said curve an arc length of 34.20 feet and a chord which bears South 18 degrees 32 minutes 55 seconds East, 34.07 feet; South 09 degrees 52 minutes 41 seconds East, 20.50 feet; South 02 degrees 47 minutes 57 seconds East, 73.24 feet to a curve to the right having a radius of 473.50 feet; along said curve an arc distance of 61.12 feet and a chord which bears South 09 degrees 53 minutes 55 seconds West, 61.07 feet; South 04 degrees 47 seconds West, 177.33 feet to a non tangent, curve to the left having a radius of 231.00 feet; along said curve an arc distance of 85.90 feet and a chord which bears South 80 degrees 25 minutes 38 seconds West, 85.57 feet; thence South 71 degrees 40 minutes 10 seconds West, 512.61 feet to a curve to the left having a radius of 531.00 feet; along said curve an arc distance of 67.23 feet and a chord which bears South 08 degrees 02 minutes 33 seconds West, 67.18 feet, and South 64 degrees 24 minutes 55 seconds West, 43.70 feet, to the east right of way line of said Burkhardt Place, being on a curve to the left having a radius of 985.00 feet; thence along said east right of way line, with said curve an arc distance of 218.39 feet and a chord which bears North 33 degrees 44 minutes 24 seconds West, 217.95 feet to a curve to the right having a radius of 345.00 feet; and along said curve an arc distance of 114.10 feet and a chord which bears North 30 degrees 36 minutes 03 seconds West, 113.58 feet to the POINT OF BEGINNING. Containing 378,128 square feet or 8.681 acres, more or less.



GENERAL NOTES:
1) Subject property is Zoned:
\*PC&R: Planned Commercial & Residence District Per Ordinance No. 3161
2) Subject property lies within Flood Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain, according to the National Flood Insurance Rate Map Number 29189C0164K and 29189C0165K with an effective dates of 02/04/2015.
3) Basis of Bearing: Wildhorse Village as recorded in Plat Book 369 Page 579 of the St. Louis County records.
4) Stock and Associates Consulting Engineers, Inc. used exclusively St. Louis Title LLC, an agent for Old Republic National Title Insurance Company, Commitment No. 138445TL Rev 5, with an effective date of November 19, 2019, at 8:00 AM and Old Republic National Title Insurance Company, Commitment No. 14458STL, with an effective date of March 10, 2020 at 8:00 a.m., for research of encumbrances and easements. No further research was performed by Stock and Associates Consulting Engineers, Inc.
5) This plat is comprised of 72 Lots and one Common Ground area.

PREPARED FOR:
WILDHORSE VILLAGE, LP
C/O CRG AND CLAYCO
7800 FORSYTH BOULEVARD
ST. LOUIS, MO 63105
PHONE 314-429-5100
ATTN: MR. JEFF TEGETHOFF OPERATING PARTNER
MR. JARED HEGBAN PROJECT EXECUTIVE, CORPORATE

This is to certify that "The Townes at Wildhorse Village" was approved by the City Council for the City of Chesterfield by Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and thereby authorizes the recording of this Subdivision Plat with the office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor Vickie McGownd, City Clerk

STATEMENT OF STATE PLANE COORDINATE:
STATION: SL-31
GRID FACTOR = 0.99993368
NORTH (Y) = 312625.342
EAST (X) = 244719.740

NOTE: 1 METER = 3.28083333 FEET
ALL STATE PLANE COORDINATES ARE IN METERS.
STATION: SL-31, ADJUSTED IN 2012
Station SL-31 to Azimuth Mark SL-31A - Grid Azimuth = 38 Degrees 30 Minutes 32 Seconds.

The Missouri Coordinate System of 1983 East Zone coordinate values reported hereon were determined based upon a field traverse during 2020 using Trimble GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Standards for Property Boundary Surveys (20 CSR 200.0-10). The basis of bearings shown on this plat were adopted from Wildhorse Village as recorded in Plat Book 369 Page 579. The grid bearing along the east line on this plat is found to be South 4 degrees 36 minutes 24 seconds East. The measured bearing labeled along the same line is South 4 degrees 35 minutes 47 seconds East 177.33 feet. The grid bearing from SL-31 to the most southwest corner is North 46 degrees 51 minutes 10 seconds West 1478.677 meters with the scale factor applied.

SURVEYOR'S CERTIFICATION
This is to certify that Stock and Associates Consulting Engineers, Inc. have, during April, 2021, by order of and for the use of Wildhorse Village LP, executed a Property Boundary Survey and Subdivision Plat of a tract of land located in U.S. Surveys 415 and 2031, in Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey and Subdivision Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Surveys for Class Urban Property as defined in Chapter 16, Division 2030 Missouri Standards for Property Boundary Surveys as adopted by the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.
STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC NO. 222-D

Walter J. Pfeleger, Missouri P.L.S. No. 2008-000728

STOCK & ASSOCIATES Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 500-9001 FAX: (636) 500-9000
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SUBDIVISION PLAT
THE TOWNES AT WILDHORSE VILLAGE
16555 BURKHARDT PLACE
CITY OF CHESTERFIELD, ST. LOUIS COUNTY MISSOURI

Table with columns: REVISIONS, DRAWN BY, CHECKED BY, DATE, JOB NO., M.S.D.#, SCALE MAP #, S.L.C. MAP #, H.A.T. MAP #, M.A.N.#, SHEET TITLE, SHEET NO., SHEET # OF 2.



OWNER'S CERTIFICATION

The undersigned, owner of the tract of land herein platted and further described in the surveyor's certificate set forth below, has caused the same to be surveyed and adjusted in the manner shown on this plat, which Subdivision Plat shall be known as:

"THE TOWNES AT WILDHORSE VILLAGE"

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

This subdivision is subject to the Declaration of Covenants, Conditions, Easements and Restrictions for THE TOWNES AT WILDHORSE VILLAGE dated \_\_\_\_\_ and recorded as Document # \_\_\_\_\_ with the Recorder's Office.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to Wildhorse Village LP assignees and successors, Missouri American Water Company, Ameren UE Company, Ameren Gas Company, AT&T Corporation, Metropolitan St. Louis Sewer District, Charter Communications their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities.

Amber Drive, 26 feet wide, Yellowwood Drive, 26 feet wide, Honey Locust Drive, 26 feet wide, Mistflower Court, Aster Drive, 26 feet wide, and Indigo Court 26 feet wide as shown hereon hatched (XXXXXX) are hereby established as a Permanent Private Street for Ingress/Egress, Cross Access and as an Easement, reserved by the present and future owners of The Townes at Wildhorse Village Subdivision and all of their respective successors and assigns, their tenants, sub-tenants, lessees, and their respective officers, employees, agents, representatives, invitees, for the non-exclusive right and privilege for ingress and egress by pedestrian, automobiles, passenger vehicles, and trucks. The owners agree not to obstruct the foregoing easement by means of a fence or other barrier, and further, to keep the area open and useable on their property leading to and from Burkhardt Place and Wildhorse Lake Boulevard. No such accessway shall be relocated, narrowed, or otherwise altered without the approval of the present and future owners of Lots in The Townes at Wildhorse Village Subdivision and the easement hereby established shall apply fully to such altered accessway, and said easement shall be perpetual and further shall run with the real estate. These easements are hereby dedicated to Missouri American Water Company, Ameren UE Company, Ameren Gas Company, AT&T Corporation, Metropolitan St. Louis Sewer District, Charter Communications their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities. The internal roadways within this subdivision are to be private and to remain private forever, never to be accepted for maintenance by the City of Chesterfield.

The Utility and Pedestrian Access easements as shown hereon hatched (XXXXXX) is hereby dedicated to the Missouri-American Water Company, Spire (f.k.a. Laclede Gas Company), Union Electric Company, d.b.a. Ameren Missouri, Southwestern Bell Telephone Company, d.b.a. AT&T Missouri, Metropolitan St. Louis Sewer District, Charter Communications, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining and repairing public utilities and sewer storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers, storm water improvements and drainage facilities. Also the nonexclusive right, privilege and easement to use drives and walks as may now or from time to time hereafter be situated on the property of the owner for ingress and egress across the site by pedestrians. Said easement shall be perpetual, and further, shall run with the real estate of the owner. The owner agrees not to obstruct the aforesaid easement by means of a fence or other barrier, and further, to keep a path open and useable on their property, so that there will be continuing access for the public through the real estate of the owner. The Utility and Pedestrian Access easements is dedicated to Wildhorse Village LP assignees and successors, to construct, repair and maintain a sidewalk in and upon the indicated area situated in the City of Chesterfield, St. Louis County, State of Missouri, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said

Two (2) permanent monuments for each block created, and semi-permanent monuments at all lot corners will be set within twelve (12) months after the recording of this subdivision plat, in accordance with CSR 2030-16 of the Department of Insurance, Financial Institutions and Professional Registration. In addition, other survey monuments indicated on this boundary adjustment plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri, will be set.

The Common Ground as shown hereon and shall be conveyed to The Townes at Wildhorse Village, Homeowners Association by Special Warranty deed upon the recording of this plat with the St. Louis County Recorder's office.

The Sign Easement as shown hereon and shall be is hereby established as a permanent Sign easement to Wildhorse Village, LP Homeowners Association for the purpose of installing, maintaining, operation, repair and removing of the Monument Sign.

There area no setbacks and the structures may be built to the property lines.

IN WITNESS THEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Wildhorse Village, LP

By: Mr. Jeff Tegethoff

Manager of the General Partner

STATE OF MISSOURI )

COUNTY OF ST. LOUIS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me,

\_\_\_\_\_ a Notary Public in and for said state, personally appeared Mr. Jeff Tegethoff, the Manager of the General Partner, of Wildhorse Village LP, known to me to be the person who executed the foregoing instrument in behalf of said Limited Partnership and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

LENDER'S CERTIFICATION

The undersigned Owner and Holder of Note as secured by Deed of Trust, recorded in Book \_\_\_\_\_

Page \_\_\_\_\_ of the St. Louis County Records, does hereby join in and consent to the foregoing Subdivision Plat as shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared \_\_\_\_\_ to me

personally known, who, being by me first duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a national banking association, and that said instrument was signed in behalf of said national banking association, by authority of its \_\_\_\_\_ and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

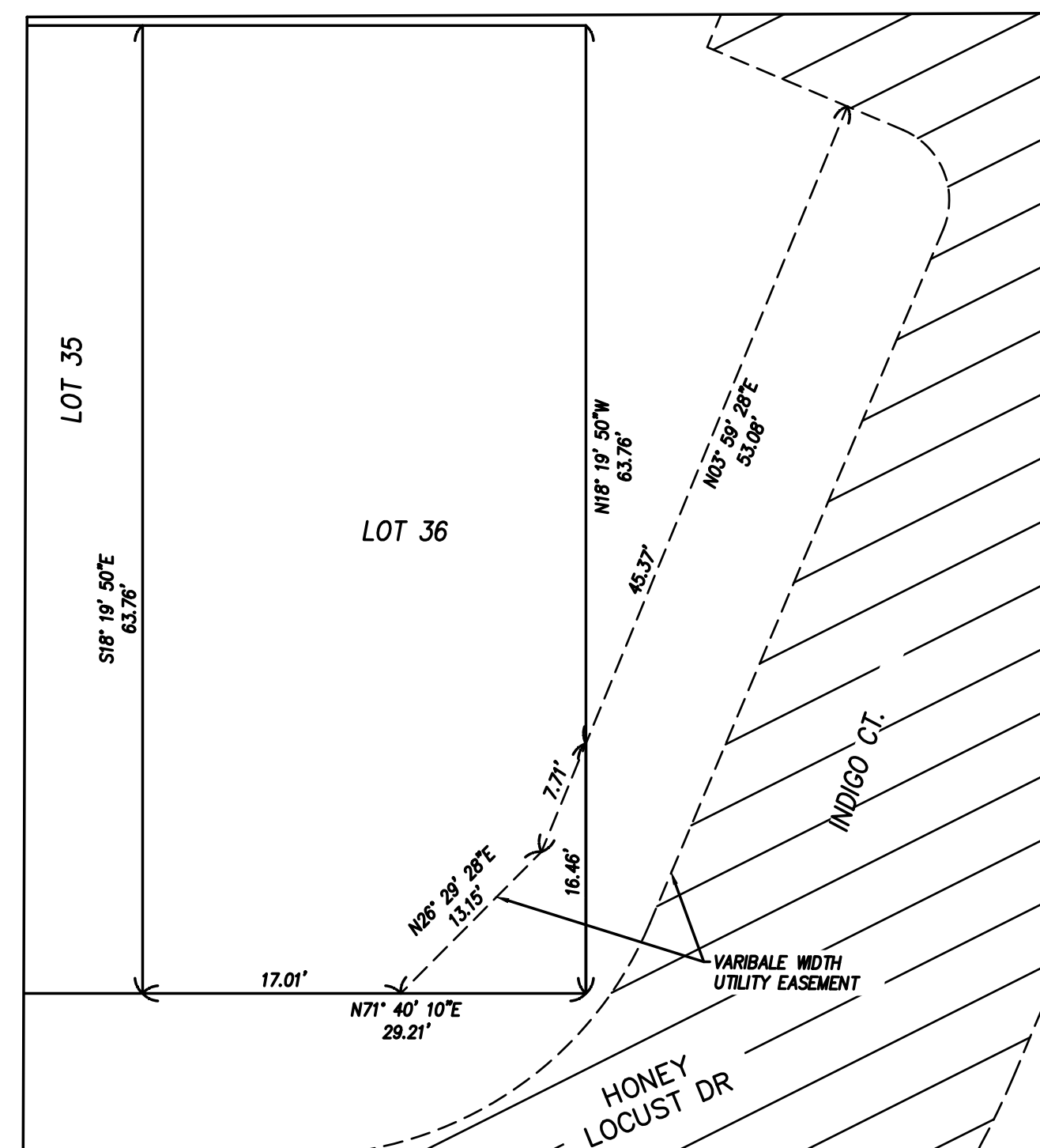
PREPARED FOR: WILDHORSE VILLAGE, LP C/O CRG AND CLAYCO 7800 FORSYTH BOULEVARD ST. LOUIS, MO 63105 PHONE 314-429-5100 ATTN: MR. JEFF TEGETHOFF OPERATING PARTNER MR. JARED HEGEMAN PROJECT EXECUTIVE, CORPORATE

# THE TOWNES AT WILDHORSE VILLAGE

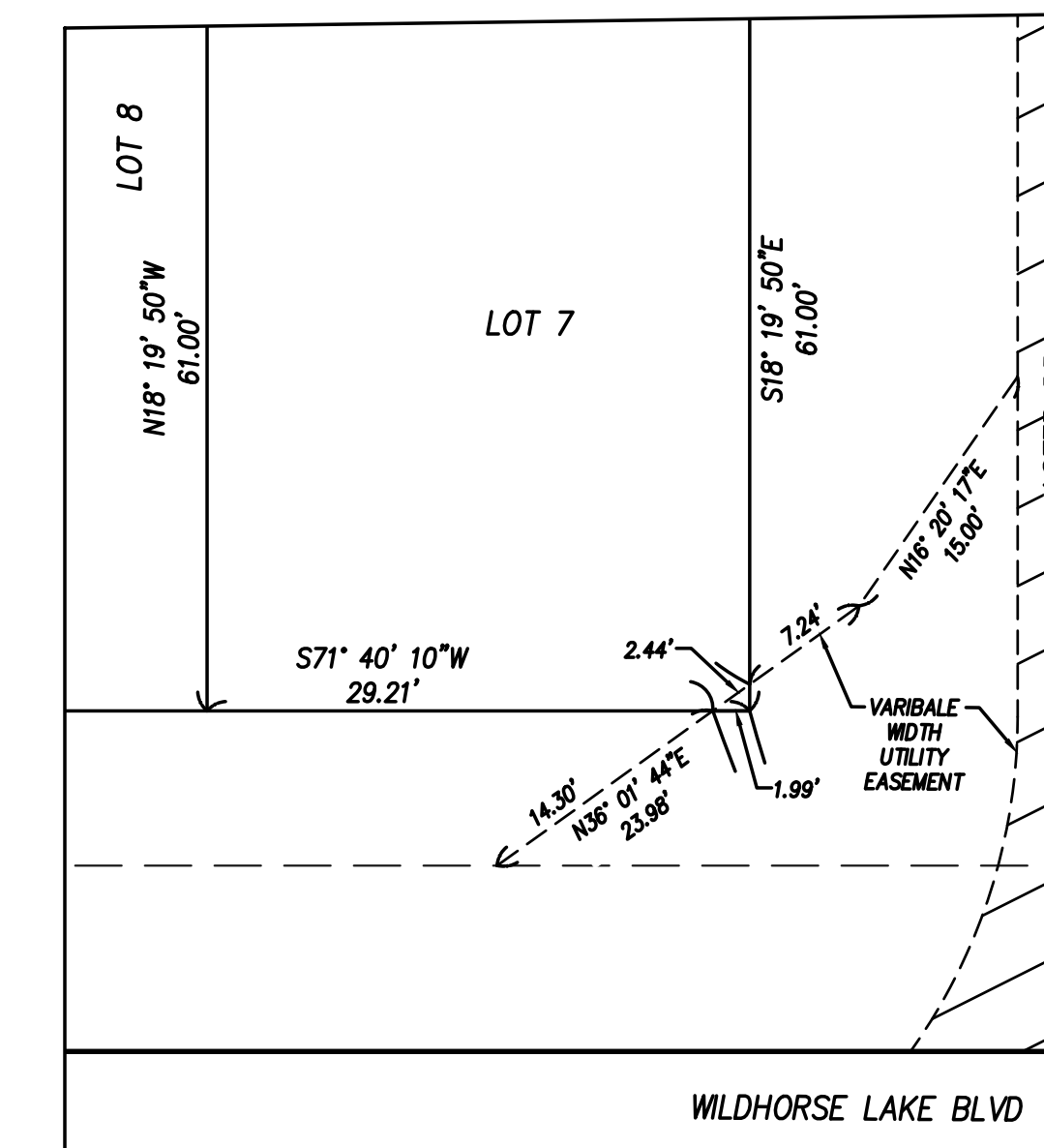
A TRACT OF LAND BEING LOT 1 OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 369, PAGE 579 LOCATED IN U.S. SURVEYS 415 AND 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

Curve #	Length	Radius	Chord Direction	Chord Length
C1	7.85	5.00	N54° 19' 41"W	7.07
C2	7.85	5.00	S35° 40' 19"W	7.07
C3	7.85	5.00	N54° 19' 41"W	7.07
C4	7.32	5.00	S40° 25' 40"W	6.68
C5	7.32	5.00	N8° 12' 53"E	6.68
C6	4.87	51.00	N7° 20' 03"E	4.87
C7	7.32	5.00	N31° 51' 09"W	6.68
C8	7.32	5.00	S84° 43' 13"E	6.68
C9	16.30	51.00	N62° 30' 44"E	16.23
C10	7.38	5.00	N58° 03' 26"E	6.73
C11	7.85	5.00	S2° 02' 31"E	7.07
C12	11.27	176.00	S45° 12' 26"E	11.27
C13	28.80	25.00	S78° 22' 41"E	27.24
C14	7.89	5.00	N2° 15' 58"W	7.10
C15	7.85	5.00	S87° 57' 29"W	7.07
C16	7.85	5.00	S54° 19' 41"E	7.07

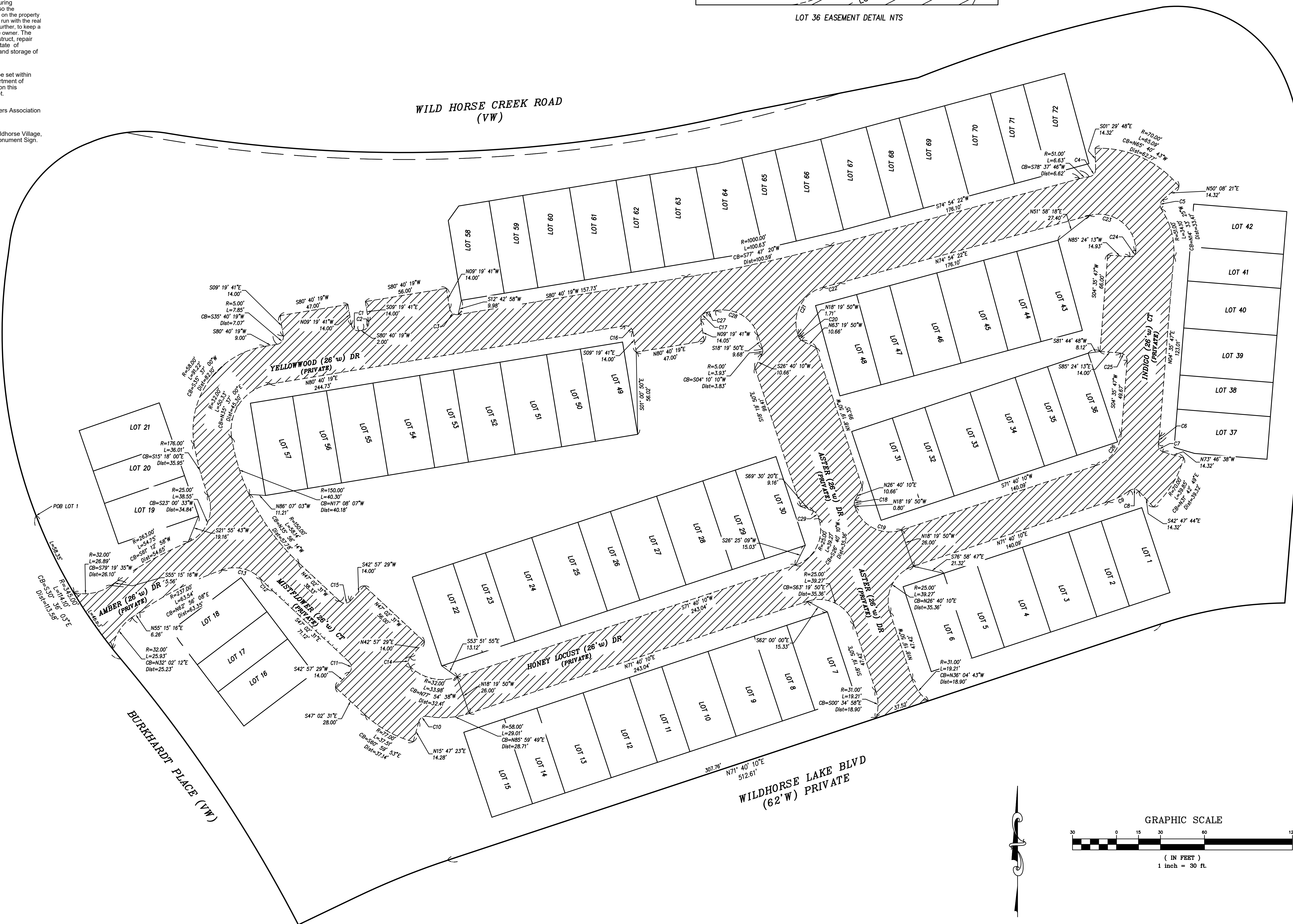
Curve #	Length	Radius	Chord Direction	Chord Length
C17	7.81	5.00	N35° 23' 39"E	7.04
C18	3.83	5.00	N4° 10' 10"E	3.83
C19	39.27	25.00	N63° 19' 50"W	35.36
C20	3.83	5.00	N40° 49' 50"W	3.83
C21	40.97	25.00	N28° 37' 15"E	36.54
C22	11.93	1026.00	N75° 14' 21"E	11.93
C23	45.89	25.00	S52° 30' 26"E	39.71
C24	6.80	4.00	S47° 20' 16"W	5.88
C25	7.85	5.00	S40° 24' 13"E	7.07
C26	29.27	25.00	S38° 07' 58"W	27.62
C27	6.75	1026.00	N79° 55' 40"E	6.75
C28	35.75	25.00	S59° 17' 45"E	32.78
C29	6.69	5.99	S35° 25' 18"E	6.35



LOT 36 EASEMENT DETAIL NTS



LOT 7 EASEMENT DETAIL NTS



257 Chesterfield Business Parkway St. Louis, MO 63005 PH: (636) 500-9000 FAX: (636) 530-9000 e-mail: general@stockandassociates.com Web: www.stockandassociates.com

PREPARED BY:

Stock & Associates Consulting Engineers, Inc.

SUBDIVISION PLAT

THE TOWNES AT WILDHORSE VILLAGE 16555 BURKHARDT PLACE CITY OF CHESTERFIELD, ST. LOUIS COUNTY MISSOURI

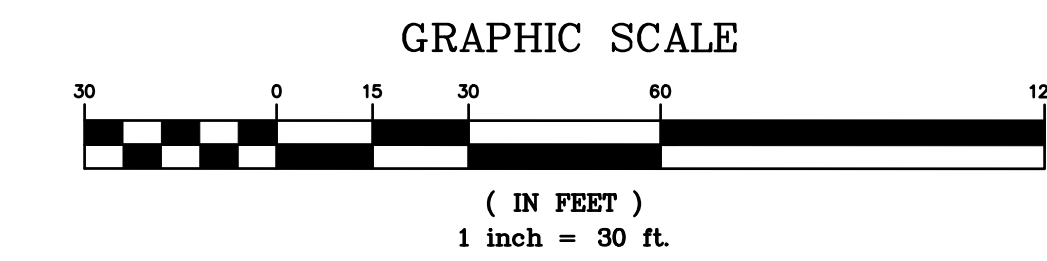
WALTER J. PRUEGER P.L.S. MO. P.L.S. # 2008-00078 CERTIFICATE OF AUTHORITY 1-2-2010

REVISIONS:

1	08/24/2021-REVISED LAYOUT
2	12/20/2021-ADDED RECORDED PLAT INFORMATION
3	09/08/2022-ADDED ROW VACATION

DRAWN BY: NFW	CHECKED BY: W.J.P.
DATE: 5-21-21	JOB NO: 2020-0774-1
M.S.D. # # 21MSD-00255	BASE MAP #
S.L.C. MAT # #	MAT SUP. #
M.D.N.R. #	

SHEET TITLE: SUBDIVISION PLAT SHEET NO.: SHEET #2 OF 2





**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Wildhorse Village, LP \_\_\_\_\_, herein called DEVELOPER, \_\_\_\_\_, herein called ESCROW HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as WILDHORSE VILLAGE \_\_\_\_\_ in accordance with Ordinance No. 3161, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of construction, installation and completion of said improvements, all in accordance with the provisions of said governing ordinance and Subdivision Regulations, as amended, will be in the sum of Eight Hundred Thirty Two Thousand Eighty Four and 46/100 DOLLARS (\$ 832,084.46), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Eight Hundred Thirty Two Thousand Eighty Four and 46/100, DOLLARS (\$ 832,084.46) lawful money of the United States of America by: (check one)

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

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

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

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

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

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

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

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

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



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

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

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

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

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

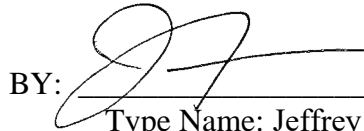
14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 6 day of October, 2022.

ATTEST: (SEAL)

DEVELOPER: \_\_\_\_\_



\_\_\_\_\_  
Type Name: Natasha Das  
Title: Director of  
Development

BY: \_\_\_\_\_  
Type Name: Jeffrey J. Tegethoff  
Title: Manager of Wildhorse  
Village GP, LLC

Firm Address:  
\_\_\_\_\_  
-

ATTEST: (SEAL)

ESCROW HOLDER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Director of Planning

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

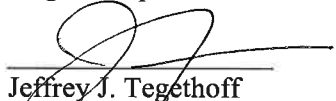
\_\_\_\_\_  
Mayor

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

Dated: October 6, 2022

WILDHORSE VILLAGE, LP,  
a Missouri limited partnership

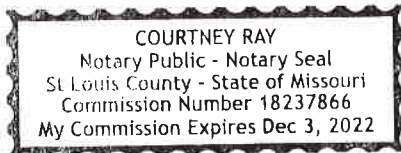
By: Wildhorse Village GP, LLC, a  
Missouri limited liability  
company, its general partner

By:   
Jeffrey J. Tegethoff  
Manager

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

On this 6 day of October, 2022, before me, a Notary Public in and for said State, personally appeared Jeffrey J. Tegethoff, Manager of Wildhorse Village GP, LLC, a Missouri limited liability company, the General Partner of Wildhorse Village, LP, a Missouri limited partnership, known to me to be the person who executed the foregoing instrument on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes therein stated.

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



  
Notary Public

**CONSTRUCTION DEPOSIT**

**SUBDIVISION:** Downtown Chesterfield Wildhorse Village Lot 1      **DEVELOPER:** Wildhorse Village, LP  
**PLAT:** n/a  
**SUBDIVISION CODE:** 701  
**NO. LOTS:** 72  
**DATE OF PLAT APPROVAL:** NAY

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS	10/06/22	50	\$369,204.88	\$184,602.44 \$0.00	50	\$184,602.44	50
SIDEWALKS			\$138,519.15	\$0.00 \$0.00	0	\$138,519.15	100
STREET SIGNS			\$2,164.80	\$0.00 \$0.00	0	\$2,164.80	100
SANITARY SEWER AND PUMP STATIONS	05/03/22 10/03/22	50 45	\$333,225.17	\$166,612.58 \$149,951.33	95	\$16,661.26	5
STORM SEWER	05/03/22 10/03/22	50 45	\$244,969.96	\$122,484.98 \$110,236.48	95	\$12,248.50	5
GRADING	05/03/22	50	\$116,164.40	\$58,082.20 \$0.00	50	\$58,082.20	50
DETENTION	05/03/22	50	\$25,492.50	\$12,746.25 \$0.00	50	\$12,746.25	50
WATER QUALITY	10/03/22	50	\$86,152.00	\$43,076.00 \$0.00	50	\$43,076.00	50
EROSION CONTROL	05/03/22	50	\$30,826.40	\$15,413.20 \$0.00	50	\$15,413.20	50
SILTATION CONTROL	05/03/22	50	\$15,241.60	\$7,620.80 \$0.00	50	\$7,620.80	50
COMMON GROUND SEED AND ISLAND SODDING			\$10,265.46	\$0.00 \$0.00	0	\$10,265.46	100
MONUMENTATION			\$30,563.50	\$0.00 \$0.00	0	\$30,563.50	100
RETAINING WALLS	10/06/22	50	\$94,710.00	\$47,355.00 \$0.00	50	\$47,355.00	50
STREET LIGHTS	10/03/22	50	\$167,062.50	\$83,531.25 \$0.00	50	\$83,531.25	50
WATER MAINS			\$145,103.40	\$0.00 \$0.00	0	\$145,103.40	100
FENCE	10/03/22	50	\$48,262.50	\$24,131.25 \$0.00	50	\$24,131.25	50
<b>TOTALS</b>			<b>\$1,857,928.22</b>	<b>\$1,025,843.76</b>	<b>55</b>	<b>\$832,084.46</b>	<b>45</b>

**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT**

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by \_\_\_\_\_, herein called DEVELOPER, \_\_\_\_\_, herein called CREDIT HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

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

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

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



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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of \_\_\_\_\_

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

(check one)

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

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

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

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

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

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

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

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

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

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

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

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

caused by any construction, improvement or development for which any deposit has been released.

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

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

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

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

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

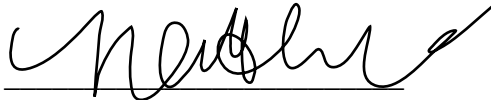


subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

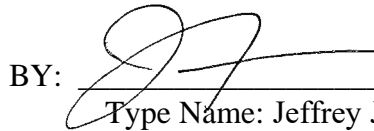
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 6 day of October, 2022.

ATTEST: (SEAL)

DEVELOPER: \_\_\_\_\_



Type Name: Natasha Das  
Title: Director of Development



BY: \_\_\_\_\_  
Type Name: Jeffrey J. Tegethoff  
Title: Manager of Wildhorse Village GP, LLC

Firm Address:  
\_\_\_\_\_  
-

ATTEST: (SEAL)

ESCROW HOLDER: \_\_\_\_\_

\_\_\_\_\_  
Type Name:  
Title:

BY: \_\_\_\_\_  
Type Name:  
Title:

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Director of Planning

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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

Dated: October 6, 2022

WILDHORSE VILLAGE, LP,  
a Missouri limited partnership

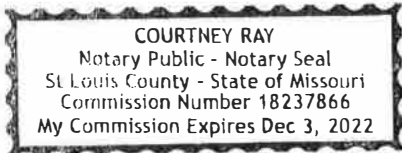
By: Wildhorse Village GP, LLC, a  
Missouri limited liability  
company, its general partner

By:   
Jeffrey J. Tegethoff  
Manager

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

On this 6 day of October, 2022, before me, a Notary Public in and for said State, personally appeared Jeffrey J. Tegethoff, Manager of Wildhorse Village GP, LLC, a Missouri limited liability company, the General Partner of Wildhorse Village, LP, a Missouri limited partnership, known to me to be the person who executed the foregoing instrument on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes therein stated.

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



  
Notary Public

**MAINTENANCE DEPOSIT**

**SUBDIVISION: Downtown Chesterfield Wildhorse Village Lot 1**

**PLAT: n/a**

**SUB CODE: 701**

**DEVELOPER: Wildhorse Village, LP**

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

<b>CATEGORY</b>	<b>ORIGINAL BALANCE</b>	<b>DATE OF RELEASE</b>	<b>AMOUNT RELEASED</b>	<b>CURRENT BALANCE</b>
<b>STREETS</b>	<b>\$36,920.49</b>			<b>\$36,920.49</b>
<b>SIDEWALKS</b>	<b>\$13,851.92</b>			<b>\$13,851.92</b>
<b>STREET SIGNS</b>	<b>\$216.48</b>			<b>\$216.48</b>
<b>SAN. SEWER</b>	<b>\$33,322.52</b>			<b>\$33,322.52</b>
<b>STORM SEWER</b>	<b>\$24,497.00</b>			<b>\$24,497.00</b>
<b>GRADING</b>	<b>\$11,616.44</b>			<b>\$11,616.44</b>
<b>DETENTION</b>	<b>\$2,549.25</b>			<b>\$2,549.25</b>
<b>WATER QUALITY</b>	<b>\$8,615.20</b>			<b>\$8,615.20</b>
<b>EROSION CONTROL</b>	<b>\$3,082.64</b>			<b>\$3,082.64</b>
<b>SILTATION CONTROL</b>	<b>\$1,524.16</b>			<b>\$1,524.16</b>
<b>COMMON GR. SEED</b>	<b>\$1,026.55</b>			<b>\$1,026.55</b>
<b>MONUMENTATION</b>	<b>\$3,056.35</b>			<b>\$3,056.35</b>
<b>RETAINING WALL</b>	<b>\$9,471.00</b>			<b>\$9,471.00</b>
<b>STREET LIGHTS</b>	<b>\$16,706.25</b>			<b>\$16,706.25</b>
<b>WATER MAINS</b>	<b>\$14,510.34</b>			<b>\$14,510.34</b>
<b>FENCE</b>	<b>\$4,826.25</b>			<b>\$4,826.25</b>
<b>TOTALS</b>	<b>\$185,792.82</b>		<b>\$0.00</b>	<b>\$185,792.82</b>