



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Tuesday, April 18, 2023
6:00 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. 3418 - P.Z. 11-2022 Estates at Fire Rock (St. Austin School) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Property owner has requested to withdraw the application.**

2. Proposed Bill No. 3434 - P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Rd (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 77.8 acre tract of land located on the north side of Outer 40 Road [P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer Forty Road (Gateway Studios, LLC), 17W640035, 16W320011, 16W330021, and 16W320022]. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendments recommended by Planning & Public Works Committee. Have not yet been incorporated.**

3. Next Meeting – Thursday, April 20, 2023 (5:30pm) Tentative

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

1. Proposed Bill No. 3435 - Development Agreement for RPA – 2, Wildhorse Village – An ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement for Chesterfield Regional area RPA-2 by and between the City and Wildhorse Village, LP; authorizing certain actions by City Officials and Officers; and containing severability clause. **(Second Reading, substitute bill**

offered) Finance and Administration Committee recommends approval.

2. Next Meeting – Not yet scheduled

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. Public Health & Safety Policy No. 13 Revision – The Public Health and Safety Committee unanimously recommends amending Policy #13 to include Marijuana, since it is now legal for recreational purposes.

2. Proposed Bill No. 3439 – An ordinance of the City of Chesterfield repealing Chapter 210, Offenses Article XIII. Offenses concerning tobacco, alternative nicotine products or vapor products, Section 210.2180. Sale of cigarette papers prohibited. **(First Reading) Public Health and Safety Committee recommends approval.**

3. Next Meeting – Not yet scheduled

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

A. Liquor License Request – Mimi’s Café (17240 Chesterfield Airport Rd) – 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. **Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

B. Liquor License Request – The Gallery (17081 N. Outer Rd, Ste 207) – 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. **Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

C. Liquor License Request – Tikka Tangy LLC (13441 Olive Blvd) – has requested a new liquor license for retail sale of malt liquor (beer only) by the drink, to be consumed on premise, and Sunday sales. **Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

IV. Other Legislation

- A. Proposed Bill No. 3437 - Easement Vacation – Schaeffer’s Grove –** An ordinance providing for the vacation of an existing Permanent Roadway, Improvement, Maintenance, Utility, Sidewalk, and Sewer Easement (PRIMUSSE) within the Schaeffter’s Grove subdivision currently under construction (18V510381 and 18V510204). **(First & Second Readings) Department of Planning recommends approval.**
- B. Proposed Bill No. 3438 – Easement Plat – Wildhorse Village, Lot 2A-2 –** An ordinance providing for the establishment of access and utility easements on Lot 2A-2 of Wildhorse Village (Terraces at Wildhorse) (18T640402). **(First & Second Readings) Department of Planning recommends approval.**

V. Unfinished Business

VI. New Business

- A. President Pro-Tem Selection –** At the first regular meeting of the Council after the election in each year, which meeting shall occur at the time fixed by ordinance, but shall not be later than the fourth Tuesday in April, the Council shall elect one of its members President Pro-Tem who shall hold his/her office for the term of one (1) year, and who, in the absence of the Mayor, shall preside at the meetings of the Council; provided that in the absence of the Mayor and the President Pro-Tem, the Council may select one of its members present to preside at such meetings, who shall be styled "Acting President Pro-Tem."
- B. Standing Committees (optional) –** The newly elected President Pro-Tem shall appoint members of the Council to committees and designate Committee Chairpersons for each Standing Committee, subject to the approval of the City Council by formal vote taken not later than the first City Council meeting in May of every year. The new President Pro-Tem MAY be prepared to offer a Committee Slate for approval by the whole City Council but is not obligated to do so until the first Council meeting in May.

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, April 18, 2023
7:00 PM

- I. CALL TO ORDER** – President Pro-Tem Mary Monachella
- II. PLEDGE OF ALLEGIANCE** – President Pro-Tem Mary Monachella
- III. MOMENT OF SILENT PRAYER** – President Pro-Tem Mary Monachella
- IV. ROLL CALL** –City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – President Pro-Tem Mary Monachella
 - A. City Council Meeting Minutes** – March 20, 2023
 - B. Executive Session Minutes** – March 20, 2023
- VI. INTRODUCTORY REMARKS** – President Pro-Tem Mary Monachella
 - A. Thursday, April 20, 2023 – Planning & Public Works (5:30pm)**
Tentative pending committee assignments
 - B. Monday, April 24, 2023 – Planning Commission (7:00pm)**
 - C. Monday, May 01, 2023 – City Council Meeting (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS** – President Pro-Tem Mary Monachella
- VIII. SWEARING-IN CEREMONY** – Honorable Mark Gaertner, Municipal Judge
 - Councilmember Barbara McGuinness, Ward I
 - Councilmember Aaron Wahl, Ward II
 - Councilmember Dan Hurt, Ward III
 - Councilmember Gary Budoor, Ward IV

IX. ROLL CALL – City Clerk Vickie McGownd

X. TEMPORARY ADJOURNMENT - RECEPTION – President Pro-Tem
Mary Monachella

XI. RE-CONVENE MEETING – President Pro-Tem Mary Monachella

XII. APPOINTMENTS – President Pro-Tem Mary Monachella

XIII. COUNCIL COMMITTEE REPORTS

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

1. Proposed Bill No. 3418 - P.Z. 11-2022 Estates at Fire Rock (St. Austin School) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Property owner has requested to withdraw the application.**

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2. Next Meeting – Not yet scheduled

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

1. Next Meeting – Not yet scheduled

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XIV. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

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XVI. UNFINISHED BUSINESS

XVII. NEW BUSINESS

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XVIII. ADJOURNMENT

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AGENDA REVIEW – TUESDAY, APRIL 18, 2023 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Tuesday, April 18, 2023.**

Please let me know, ASAP, if you will be unable to attend these meetings.

City of Chesterfield
Excess Checks (=> \$5,000)
March 2023

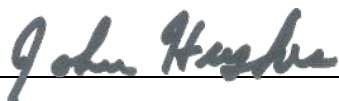
DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
3/9/2023	1247	STEPHENS FLOOR COVERING, INC.	CITY HALL CARPET	\$ 98,750.00	137
3/9/2023	1248	CK POWER PRODUCTS CORP	CVAC GENERATOR	31,825.70	137
3/23/2023	1249	KEEVEN BROTHERS INC	SOD	16,872.00	137
3/30/2023	1250	CENTURY ELEVATOR SERVICE AND REPAIR, INC	UPGRADE & MODERNIZATION OF ELEVATORS AT CITY HALL	40,000.00	137
3/30/2023	1251	KEEVEN BROTHERS INC	SOD	11,581.95	137
3/9/2023	50076	BYRNE & JONES	TURF FIELDS	321,045.85	119
3/9/2023	50087	INDUSTRIAL SOAP COMPANY	JANITORIAL SUPPLIES	5,057.77	119
3/16/2023	50142	PORTA-PRO MOUNDS, INC.	TURF, MOUND YOUTH	6,430.00	119
3/23/2023	50183	SHAW INTEGRATED AND TURF SOLUTIONS INC	TURF REPAIRS F1 & F3, TURF REPAIRS F2 & F4	5,228.57	119
3/30/2023	50189	CERTIFIED BACKFLOW PREVENTION LLC	BACKFLOW INSPECTIONS	7,164.30	119
3/2/2023	68889	BRECKENRIDGE MATERIAL CO.	TEMP STRUCTURE RELEASE - 17971 N OUTER FORTY RD	10,000.00	808
3/2/2023	68902	HITS SCANNING SOLUTIONS, INC	2022 MICROFILM SCANNING	8,305.44	001
3/2/2023	68915	REJIS COMMISSION	REJIS CONTRACTUAL FEES	5,005.00	121
3/2/2023	68919	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	MARCH 2023 HEALTH INSURANCE PREMIUMS	200,405.44	001
3/2/2023	68922	ST. LOUIS COUNTY MISSOURI - TREASURER	MOSQUITO SPRAYING	5,880.50	001
3/9/2023	68936	A GRAPHIC RESOURCE, INC	ADMIN BUISNESS CARDS FOR DENISE POZNIAK, CITIZEN NEWSLETTER PRINTING, BUSINESS CARDS FOR PETREE POWELL AND POD	14,700.63	001
3/9/2023	68943	BOARD OF ELECTION	GENERAL MUNICIPAL ELECTION DEPOSIT	32,805.08	001
3/9/2023	68962	MURPHY COMPANY	REPLACED EXHAUST FAN IN CITY HALL GARAGE, 2023 HVAC SERVICES-CITY HALL	10,630.25	001
3/9/2023	68967	RON TURLEY ASSOC., INC.	2023 SaaS SOFTWARE SUBSCRIPTION RENEWAL	9,814.28	001
3/9/2023	68969	SCHOWALTER & JABOURI, P.C.	DECEMBER 31, 2022, YEAR END AUDIT	10,000.00	001
3/9/2023	68973	THE HARTFORD-PRIORITY ACCOUNTS	MAR 2023 GRP LIFE, LT/SHRT DIS, VOL LIFE, ACC/CRIT ILNESS INS	14,039.83	001
3/15/2023	68982	KWIK COPY PRINTING	LARGE SIGNS WITH 2 HEAVY STAKES PER SIGN/MAILER/POSTAGE	9,945.75	001
3/16/2023	68990	ARMSTRONG TEASDALE LLP	WILDHORSE VILLAGE-PROFESSIONAL SERVICES THROUGH 1/31/2023, DILLARD'S-PROFESSIONAL SERVICES THROUGH 1/31/2023	34,997.70	001
3/16/2023	68995	ENERGY PETROLEUM CO.	DIESEL #2 ULTRA LS WINTER, MID RFG GASOLINE 89 OCT	22,218.60	001
3/16/2023	69015	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	6,910.44	120
3/16/2023	69024	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POST CERTIFIED TRAINING	14,850.00	121
3/23/2023	69036	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	9,283.81	001
3/23/2023	69038	AMERICAN PUBLIC WORKS ASSOCIATION	ACCREDITATION FEES FOR CHESTERFIELD MO	5,575.00	001
3/23/2023	69046	GAMMA'S SHIELD SHADE TREE INC	2022 CONTRACTED STUMP REMOVAL	7,860.08	001
3/23/2023	69064	PNC BANK	FEB-MARCH PNC MONTHLY STATEMENTS	13,286.23	001
3/23/2023	69072	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	APRIL 2023 HEALTH INSURANCE PREMIUMS	187,061.21	001
3/23/2023	69073	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
3/23/2023	69077	TIMBERLINE PROFESSIONAL TREE CARE LLC	2023 STREET TREE AND STUMP REMOVAL	8,762.50	001
3/30/2023	69082	ALBERT ARNO INC.	PARKS/CVAC F ELECTRIC WATER HEATER REPLACEMENT	5,500.00	001
3/30/2023	69091	DELTA DENTAL OF MISSOURI	APRIL 2023 DENTAL INSURANCE PREMIUMS HIGH & LOW OPTIONS	13,012.85	001
3/30/2023	69113	PARKWAY SCHOOL DISTRICT BOARD OF EDUCATION	LANDSCAPE SURETY RELEASE-RIVERBEND ELEMENTARY SCHOOL	10,717.00	808

\$ 1,233,571.26

Respectfully submitted by,
John Hughes, Assistant Finance Director

Fund Legend

General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Am Rescue Plan Act	137
Trust & Agency	808
TGA Trust Fund	810





RECORD OF PROCEEDING

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

MARCH 20, 2023

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 March 6, 2023 City Council meeting were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the March 6, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Mayor Nation presented a proclamation to Pooja Ganesh in recognition for her participation on the US National 19U Cricket Team and her extraordinary accomplishments as a cricket player.

Mayor Nation presented a proclamation to Mr. Michael Kane as the 2022 Citizen of the Year.

TEMPORARY ADJOURNMENT - RECEPTION

Mayor Nation temporarily adjourned the meeting at 7:13 p.m. for those in attendance to join a reception for the Citizen of the Year.

The meeting was reconvened at 7:47 p.m.

INTRODUCTORY REMARKS

Mayor Nation announced that the General Municipal Election will be held on Tuesday, April 4 and urged everyone to vote.

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

COMMUNICATIONS AND PETITIONS - CONTINUED

Mr. Mark Harder, St. Louis County Council Member, provided an update about various activities and events in St. Louis County.

Mr. Kenneth Belger, 8407 Redheart Street, Arlington, Texas, thanked the City of Chesterfield for their efforts and hospitality.

Mr. George Stock, 257 Chesterfield Business Parkway, spoke in support of Bill No. 3434 (P.Z. 13-2022 17955, 17965, 17985 and 17995 N. Outer 40 Road [Gateway Studios, LLC]) and requested that Council consider amending the green sheet to allow an auto dealership, with restrictions including no outdoor display of vehicles or inventory.

Ms. Patricia Tocco, 14720 Whitebrook Drive, spoke in opposition to the Wilson Road project and questioned the efficacy of the Wildhorse Parkway reconstruction project.

Ms. Kelly Kendrick, 14193 Cross Trails Drive, spoke in opposition to P.Z. 04-2022 14319 Olive Blvd. (Queathem House, LLC) rezoning.

Ms. Rosemary Rifkin, 14348 Spyglass Ridge, spoke in opposition to P.Z. 04-2022 14319 Olive Blvd. (Queathem House, LLC) rezoning.

APPOINTMENTS

There were no appointments scheduled on the agenda.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3432 Creates Section 405.01.120 related to licenses, permits, or other approvals **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3432. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3432 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3432 with the following results: Ayes – Hansen, Budoor, Hurt, Wahl, McGuinness, Mastorakos, Moore and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3432 approved, passed it and it became **ORDINANCE NO. 3227.**

Bill No. 3434 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 77.8 acre tract of land located on the north side of Outer 40 Road [P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer Forty Road (Gateway Studios, LLC), 17W640035, 16W320011, 16W330021, and 16W320022] **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendments recommended by Planning & Public Works Committee**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3434, without the green sheet amendments. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3434 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember McGuinness, to restore the sewer lateral application fee to \$200, as recommended by the Planning and Public Works Committee. A roll call vote was taken with the following results: Ayes – Hurt, McGuinness, Monachella, Mastorakos, Moore, Hansen, Budoor and Wahl. Nays – None. Mayor Nation declared the motion passed.

Councilmember Hurt made a motion, seconded by Councilmember Monachella, to refer the petitioner's appeal of the denial of zoning for P.Z. 04-2022 14319 Olive Blvd. [Queathem House, LLC] to the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, April 20, at 5:30 p.m.

Finance and Administration Committee

Bill No. 3435 Authorizes and approves a redevelopment agreement for Chesterfield Regional area RPA-2 by and between the City and Wildhorse Village, LP; authorizing certain actions by City Officials and Officers; and containing severability clause **(First Reading)**
Finance and Administration Committee recommends approval

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Wahl, for the first reading of Bill No. 3435. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3435 was read for the first time.

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to authorize the destruction of records (list attached) in accordance with the Secretary of State's record retention guidelines, as recommended by the City Clerk and the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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, indicated that there were no action items scheduled on the agenda for this meeting, and the next meeting of this Committee is scheduled for Wednesday, March 22, at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

Mayor Nation presented a proclamation to City Clerk Vickie McGownd for earning the credential of Master Municipal Clerk from the International Institute of Municipal Clerks. City Administrator Geisel and the entire City Council expressed their gratitude and appreciation for Vickie's professionalism and continued dedication to improve City operations.

City Administrator Mike Geisel reported that Staff is recommending award of a contract for Sidewalk Replacement Project A. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid as submitted by E. Meier Contracting and authorization for the City Administrator to enter into a contract for the 2023 Sidewalk Replacement Project A, in an amount not to exceed \$200,000. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Wahl, Monachella, Moore, McGuinness, Hurt, Hansen, Mastorakos and Budoor. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Wildhorse Parkway Reconstruction. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid as submitted by Next Level Construction and authorization for the City Administrator to enter into a contract for the Wildhorse Parkway Reconstruction Project, in an amount not to exceed \$3,100,000, including authorization of a budget transfer in the amount of \$450,000 from the Capital Projects Fund – Fund Balance. City Council requested that City Administrator Geisel contact the City of Wildwood and request that they participate in the cost to reconstruct Wildhorse Parkway since Wildhorse Parkway is the sole access to multiple subdivisions and serves more Wildwood residents than Chesterfield residents. However, the project’s advancement would not be contingent on Wildwood’s response. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Budoor, Hurt, Monachella, Wahl, Hansen and McGuinness. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

Bill No. 3436 Provides for the approval of a Boundary Adjustment Plat for a 0.22-acre tract of land located north of Cotting Court (21T620220, 21T621311) **(First & Second Readings) Department of Planning recommends approval**

Councilmember Budoor made a motion, seconded by Councilmember Hansen, for the first and second readings of Bill No. 3436. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3436 was read for the first and second time.

A roll call vote was taken for the passage and approval of Bill No. 3436 with the following results: Ayes – Wahl, Monachella, Hurt, Budoor, Mastorakos, McGuinness, Hansen and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3436 approved, passed it and it became **ORDINANCE NO. 3228**.

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 8:43 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

- A. Thursday, April 20, 2023 – Planning & Public Works (5:30pm) **Tentative pending committee assignments****
- B. Monday, April 24, 2023 – Planning Commission (7:00pm)**
- C. Monday, May 01, 2023 – 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.

SWEARING-IN CEREMONY – Honorable Mark Gaertner, Municipal Judge

Councilmember Barbara McGuinness, Ward I
Councilmember Aaron Wahl, Ward II
Councilmember Dan Hurt, Ward III
Councilmember Gary Budoor, Ward IV

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. 3418 - P.Z. 11-2022 Estates at Fire Rock (St. Austin School)

– An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Property owner has requested to withdraw the application. I recommend that Council read the bill for the second time and simply vote in opposition.**

Proposed Bill No. 3434 - P.Z. 13-2022 17955, 17965,17985, and 17995 N.

Outer 40 Rd (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 77.8 acre tract of land located on the north side of Outer 40 Road [P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer Forty Road (Gateway Studios, LLC), 17W640035, 16W320011, 16W330021, and 16W320022]. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendments recommended by Planning & Public Works Committee. Have not yet been incorporated.**

NEXT MEETING

The next Planning and Public Works Committee is scheduled for Thursday, April 20th, 2023, at 5:30pm. **Tentative pending committee assignments.**

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.



See Bill No. 3418

Wendi Alper-Pressman

Direct T 314.342.8055 F 314.621.5065

walperpressman@atllp.cm

March 28, 2023

VIA E-MAIL and First Class Mail

City of Chesterfield
Attn: Justin Wyse, Director of Planning
Chesterfield City Hall
600 Chesterfield Parkway W
Chesterfield, MO 63017-0670
PDSDirector@chesterfield.mo.us

Re: 3.17 acres located at 17803 Wild Horse Creek Road, Chesterfield, MO 63005, Locator No.: 18V140065; 30.89 acres located at 17815 Wild Horse Creek Road, Chesterfield, MO 63005, Locator No.: 18V130098; and 1 acre located at 17831 Wild Horse Creek Road, Chesterfield, MO 63005, Locator No.: 18V140099 (the “Barat Academy Property”)

Dear Mr. Wyse:

This Firm represents Midland States Bank (hereinafter the “Owner”) which is the record title holder to the Barat Academy Property referenced above, and hereafter referred to as the “Property”. Please be advised that the Property is no longer under contract with St. Austin School and the Owner hereby **rescinds any consent** provided or implied in connection with St. Austin Schools request that the zoning on the Property be changed from the McBride Planned Unite Development approved by the City of Chesterfield on or about February 14, 2022.

The Owner and McBride Berra Land Co., LLC have entered into a new sale contract and the Owner **opposes** any change to the current zoning of the Property.

Should you have any questions or concerns regarding this Letter, please contact the undersigned.

Very truly yours,

ARMSTRONG TEASDALE LLP

A handwritten signature in black ink, appearing to read 'Wendi Alper-Pressman', written over a horizontal line.

By: Wendi Alper-Pressman

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: April 18, 2023

RE: **P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Rd. (Gateway Studios, LLC)**: A request for a zoning map amendment from the “M3” Planned Industrial District to “PC” Planned Commercial District for 77.8 acres located on the north side of Outer 40 Road (17W640035, 16W320011, 16W330021, and 16W320022).

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 28 permitted uses. The submittal includes a Preliminary Development Plan, narrative statement, and outboundary survey.

A Public Hearing was held on January 23, 2023 for this petition, during which the City of Chesterfield Planning Commission raised multiple issues regarding:

- Permitted uses
- Proposed gravel parking on the properties north of the Levee Trail.

These issues and the applicant’s response to each issue were discussed at the February 27, 2023 Planning Commission meeting. Planning Commission voted to approve this petition with an amendment to include a restriction within the Attachment A that the gravel parking area on the north side of the levee not to be used as a storage area associated with dealership or repair uses or for inventory. The amended motion passed by a vote of 8-0.

On March 09, 2023, the petition was brought before the Planning & Public Works Committee. A motion was made to approve with four conditions:

- Restrict Attachment A permitted uses to the area south of the Levee with the exception of item “r- parking area” which is applicable to either side of the Levee.
- Remove “Automobile Dealership and Recreational Vehicle Dealership” as a permitted use.
- Allow “Motorcycle, ATV, and similar motor vehicles dealership” as a permitted use with restrictions similar to Chesterfield Valley Motor Sports subdivision.
- Provide a means to control dust on the gravel lot.

Modifications are attached as a Green Sheet Amendment. The motion to approve the petition, as amended, passed by a vote 4-0.

On March 20th, the applicant submitted a letter to City Council requesting consideration of allowing the Automotive Dealership use with restrictions to only permit indoor sales. If City Council wishes to allow the use as proposed, Staff would recommend the following change:

Add the following:

Section I. Specific Criteria, A

c. Automobile Dealership – indoor sales, storage and display only.

The proposed language would allow the automotive use on the property, but would address the visual impact of the proposed use on the area. As discussed previously, which adoption of the other amendments, this would only be permitted on the protected side of the levee.

Attachments: Green Sheet Amendment
Legislation
Attachment A
Attachment B – Preliminary Development Plan



Figure 1: Subject Site Aerial

GREEN SHEET AMENDMENTS

The Planning and Public Works Committee recommended that the following changes be made to the Attachment A by a vote of 4-0:

AMENDMENT 1: (Page 1 of 15)

To add the following:

“Restrict Attachment A permitted uses to the area south of the Levee with the exception of item “r-Parking area” which is applicable to either side of the Levee.”

AMENDMENT 2: (Page 9 of 15)

To provide a means to control dust on the gravel lot

Spray water to control dust on the gravel lot

AMENDMENT 3: (Page 1 and 2 of 15)

Section I. Specific Criteria, A

Remove below permitted uses:

~~c. Automobile Dealership~~

~~u. Recreational Vehicle Dealership~~

AMENDMENT 4: (Page 1 of 15)

Section I. Specific Criteria, A

Add the following restrictions to permitted use “n”, which are similar to Chesterfield Valley Motor Sports:

- i. Vehicles will be permitted to be displayed during business hours only.
- ii. Sight-proof fencing and /or landscaping shall be required for all storage areas, which shall be minimum of six (6) feet in height at the time of installation. Sight-proof fence shall be as approved on the Site Development Plan.
- iii. If there are parking spaces which exceed the required parking of the site as approved on the Site Development Plan, vehicles for sale and displayed in the parking area are limited to areas blocked from view of North Outer 40 Road by the building.

March 20, 2023

Honorable Mayor and City Councilmembers
c/o Mr. Mike Geisel, P.E., City Administrator
City of Chesterfield
690 Chesterfield Pkwy
Chesterfield, MO 63017

RE: P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Road (Gateway Studios, LLC) Green Sheet Amendments (Stock Project No. 222-7282)

Dear Honorable Mayor and City Councilmembers,

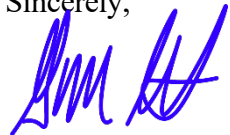
On behalf of Gateway Studios, LLC, we respectfully request your consideration regarding one (1) of the recommended amendments.

1. Please allow “Automobile Dealership” with display of vehicles “Limited” to indoor show room only.

The balance of Amendments as recommended by the Planning and Public Works Committee are acceptable to Gateway Studios, LLC.

I will be present this evening to speak during Public Comment on this matter. As always, your consideration is appreciated.

Sincerely,



George M. Stock, P.E.
President

CC: Mr. Jerry Kerr – Vice Chairman, Gateway Studios & Production Services (jerry.kerr@gspcs.com)
Mr. Stephen L. Kling, Jr. Esq. Jenkins & Kling, P.L. (skling@jenkinskling.com)
Mr. Justin Wyse, AICP, PTP – Director of Planning (jwyse@chesterfield.mo.us)
Ms. Shilipi Bharti, LEED Green Associate – Planner (sbharti@chesterfield.mo.us)

Enclosure: Green Sheet Amendments

BILL NO. 3434

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 77.8 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF OUTER 40 ROAD [P.Z. 13-2022 17955, 17965, 17985, and 17995 N. OUTER FORTY ROAD (GATEWAY STUDIOS, LLC), 17W640035, 16W320011, 16W330021, and 16W320022].

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 77.8 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 January 23, 2023; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning, with amendment, by a vote of 8-0; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning, with amendments, 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 77.8 acre tract of land located on the north side of Outer 40 Road as described as follows:

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 25 OF THE ST. LOUIS COUNTY

RECORDS, IN US. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND COTTON PICKER SPINDLE LOCATED AT THE SOUTHWEST CORNER OF LOT 1 OF THE CVAC CONSOLIDATION PLAT AS RECORDED IN PLAT BOOK 359, PAGE 82 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT ALSO BEING LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 64, (AKA US. HIGHWAY 40-61), VARIABLE WIDTH; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 83 DEGREES 05 MINUTES 28 SECONDS WEST, 138.18 FEET; NORTH 06 DEGREES 54 MINUTES 22 SECONDS EAST, 24.99 FEET TO A FOUND IRON ROD; NORTH 53 DEGREES 19 MINUTES 19 SECONDS WEST, 201.50 FEET TO A FOUND IRON ROD; NORTH 73 DEGREES 08 MINUTES 51 SECONDS WEST, 203.20 FEET; NORTH 88 DEGREES 51 MINUTES 59 SECONDS WEST, 100.51 FEET TO A FOUND IRON ROD; SOUTH 39 DEGREES 43 MINUTES 00 SECONDS WEST, 178.48 FEET TO A FOUND IRON ROD; NORTH 83 DEGREES 05 MINUTES 28 SECONDS WEST, 65.50 FEET TO A FOUND IRON PIPE BEING LOCATED ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,654.79 FEET AND ALONG SAID CURVE WITH AN ARC LENGTH OF 829.49 FEET AND A CHORD WHICH BEARS NORTH 74 DEGREES 06 MINUTES 29 SECONDS WEST, 826.12 FEET TO A FOUND IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF A TRACT OF LAND AS CONVEYED TO ST. CHARLES SAND COMPANY AS RECORDED IN BOOK 6033 PAGE 294 OF ABOVE SAID RECORDS; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID ST. CHARLES SAND COMPANY TRACT, NORTH 11 DEGREES 29 MINUTES 32 SECONDS WEST, 1,918.21 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO MONARCH FLATS, LLC AS RECORDED IN BOOK 21202, PAGE 2090 OF SAID RECORDS, SAID POINT ALSO BEING THE SOUTH TOE OF THE AGRICULTURAL LEVEE AS LOCATED IN OCTOBER 1998 BY VOLA, INC.; THENCE ALONG THE SOUTH LINES OF SAID MONARCH FLATS LLC TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 57 DEGREES 05 MINUTES 24 SECONDS EAST, 33.18 FEET; NORTH 55 DEGREES 17 MINUTES 07 SECONDS EAST, 182.18 FEET; NORTH 62 DEGREES 46 MINUTES 07 SECONDS EAST, 170.36 FEET; NORTH 68 DEGREES 22 MINUTES 01 SECOND EAST, 117.11 FEET; NORTH 82 DEGREES 07 MINUTES 34 SECONDS EAST, 66.17 FEET; SOUTH 73 DEGREES 47 MINUTES 17 SECONDS EAST, 60.35 FEET; SOUTH 74 DEGREES 33 MINUTES 52 SECONDS EAST, 130.98 FEET; SOUTH 81 DEGREES 14 MINUTES 51 SECONDS EAST, 25.90 FEET; SOUTH 81 DEGREES 05 MINUTES 17 SECONDS EAST, 29.90 FEET; SOUTH 73 DEGREES 08 MINUTES 38 SECONDS EAST, 282.86 FEET; SOUTH 86 DEGREES 18 MINUTES 31 SECONDS EAST, 40.04 FEET; NORTH 39 DEGREES 22 MINUTES 50 SECONDS EAST, 35.87 FEET; NORTH 31 DEGREES 54 MINUTES 06 SECONDS EAST, 301.56 FEET; NORTH 41 DEGREES 24 MINUTES 58 SECONDS EAST, 55.39 FEET AND NORTH 56 DEGREES 39 MINUTES 15 SECONDS EAST, 155.70 FEET TO THE WEST LINE OF A TRACT OF LAND AS CONVEYED TO THE CITY OF CHESTERFIELD, BY INSTRUMENT RECORDED IN BOOK 17745, PAGE 5607 OF ABOVE SAID RECORDS; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF ABOVE SAID CVAC CONSOLIDATION PLAT, SOUTH 11 DEGREES 19 MINUTES 32 SECONDS EAST, 2,771.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,390,081 SQUARE FEET OR 77.826 ACRES MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC ON NOVEMBER 08, 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. 13-2022, 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 23rd day of January, 2023, 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 _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/20/2023

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. Automobile Dealership
 - d. Banquet Facility
 - e. Bakery
 - f. Bar
 - g. Brewpub
 - h. Coffee shop
 - i. Commercial service facility
 - j. Film drop-off and pick up stations
 - k. Film processing plant
 - l. Financial Institution, No Drive-Thru
 - m. Gymnasium
 - n. Motorcycle, ATV, and similar motor vehicles dealership
 - o. Office-Dental
 - p. Office-General
 - q. Office-Medical

- 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. Recreational Facility
 - u. Recreational Vehicle Dealership
 - v. Restaurant-Sit Down
 - w. Restaurant – Fast Food, No Drive Thru
 - x. Restaurant – Take Out
 - y. Retail Sales Establishment – Community
 - z. Retail Sales Establishment – Neighborhood
 - aa. Theater, indoor
 - bb. Theater, outdoor
2. Hours of Operation.
- a. Uses “y” and “z” listed above will be subject to hours of operation for the public from 6:00 AM to 11:00 PM.

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

- 1. Any improvements North of the Levee Trail shall substantially conform with the preliminary development plan.
- 2. Below are the structure requirements for the South side of the existing Levee Trail measured from the Levee toe/property line described in the survey.
 - a. Height
The maximum height of the building, structures, and screening of roof mechanical units shall not exceed sixty-five (65.0) feet.
 - b. Building Requirements
A minimum of thirty-five percent (35%) openspace is required for each lot within this development. In the event that parcels include areas on both the north and south side of the existing Levee Trail, areas south of the Levee Trail shall contain a minimum of 35% open space as measured from the

south line of the 15' wide Hiking and Biking Trail Easement, as recorded in BK. 20217 Pgs. 2144-2203.

- c. This development shall have a maximum F.A.R. of fifty-five hundredths (0.55).

C. SETBACKS

Structure requirements are for properties south of the existing Levee Trail measured from Levee toe or property line as shown in the survey as exhibit B.

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) Thirty (30) 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 Levee Easements as recorded in DB. 10348, Pg. 306 & DB. 10524, Pg. 1708.
- c) Thirty-five (35) feet from the east and west boundary of the Planned Commercial (PC) District.

2. Parking Setbacks for properties on the south side of the existing Levee Trail measured from Levee toe/ property line as shown in the exhibit B.

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

- a) Thirty (30) feet from the right-of-way of N. Outer Forty Road.
- b) The south line of the Levee Easements as recorded in DB. 10348, Pg. 306 & DB. 10524, Pg. 1708.
- c) Twenty-five (25) feet from the east and west boundary of this Planned Commercial District.
- d) One hundred twenty (120) feet from the north line of the 15.0' wide hiking and biking trail easement, as recorded in Bk. 20217 Pgs. 2144-2203

D. PARKING AND LOADING REQUIREMENTS

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

2. 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.
3. No construction related parking shall be permitted within right of way or on any existing roadways or on City property at the Chesterfield Valley Athletic Complex and parking area north of the levee. All construction related parking shall be confined to the development.
4. 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, the Missouri Department of Transportation 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 to the east, west and north as directed by the City of Chesterfield and a cross-access/maintenance agreement shall be executed by the City and property owner regarding the existing shared access drive prior to issuance of permits.
4. Access to Missouri Department of Transportation (MoDOT) road right-of-way and improvements within MoDOT road right-of-way (N. Outer 40 Road) shall be as directed by MoDOT.
5. All entrances are subject to sight distance review and will need to be staked for MoDOT for review.

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 agency in control of the right-of-way off of which the entrance is constructed. 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, MoDOT, 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. Provide street connections to the adjoining properties as directed by the City of Chesterfield.
5. Additional right-of-way and road improvements shall be provided, as required by MoDOT and the City of Chesterfield.
6. Any work in MoDOT right-of-way will require separate permit from MoDOT.

7. Any water taps in MoDOT right of way will require separate permit issued to the plumber/contractor doing the work.
8. Pedestrian improvements and connections to and/or across the Levee Trail will require review and approval of the City of Chesterfield and Monarch Chesterfield Levee District.
9. The existing shared access drive shall be evaluated and improved, if necessary, as directed by the City of Chesterfield, to meet the City's existing needs and the increased traffic demand resulting from the development.
10. The existing portion of the Levee Trail at the road crossing shall be reviewed and improved, if necessary, as directed by the City of Chesterfield to meet the City's existing needs and the increased traffic demand resulting from the development.

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.
3. The access to the roundabout on North Outer 40 will require a Traffic Impact Study (TIS). Developer should schedule a scoping meeting with MoDOT and the City of Chesterfield to discuss the TIS.

L. MONARCH-CHESTERFIELD LEVEE DISTRICT

1. All development improvements shall be above the net seepage berm section. Geotechnical seepage analyses shall be submitted to demonstrate no adverse effect to the flood protection system from all proposed improvements.

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. Stormwater from the portion of the site south of the levee shall follow into the Chesterfield Valley Storm Water Master system and ultimately along North Outer 40 Road to Pump Station 4. Off site improvements may be required to ensure adequate positive drainage from this development to Pump Station 4.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the Metropolitan St. Louis Sewer District and Monarch Chesterfield Levee 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 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 Monarch Chesterfield Levee District, Metropolitan St. Louis Sewer District, and 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, Monarch Chesterfield Levee District, and the Metropolitan Saint Louis Sewer District.
7. 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.

O. SANITARY SEWER

1. Easements will be required to allow for future public sewer extensions to adjacent tracts.
2. If sanitary service is proposed on the river side of the levee, the system would need to be designed as to minimize infiltration during a high water event.
3. Projects that affect wetland or waters of the United States will likely be accompanied by an additional assessment of the feature as required by the U.S. Army Corp of Engineers and/or Missouri Department of Natural Resources under the Clean Water Act section 401/404 permitting requirements. MSD may require documentation that the project has satisfied 401/404 permitting requirements prior to plan approval, or documentation that the activities are exempt.
4. The project is subject to the Caulk Creek Surcharge.
5. 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. 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.

4. The retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
5. 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.
6. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study, No-Rise Certification, and/or Floodplain Development Permit/Application, as necessary, to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. 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.
7. Gravel parking is allowed on the properties north of the existing levee trail.
8. Gravel parking area on the North side of the Levee not to be used as a storage area associated with dealership or repair uses or for inventory.

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 the 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:

Type of Development

Required Contribution

General Retail	\$2,477.85/parking space
General Office	\$825.90/parking space
Medical Office	\$2477.85/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, 2024 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

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

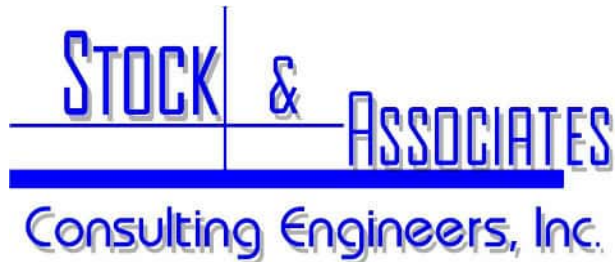
Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

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.

DRAFT



PROJECT NARRATIVE

A Rezoning Request for 17955, 17965, 17985, and 17995 N Outer Forty Road

Date: February 15, 2023

(Stock Project No. 2022-7282)

On behalf of, “J2 Management Group, LLC.”, Stock & Associates Consulting Engineers Inc. respectfully requests the City of Chesterfield’s consideration in rezoning ±77.826 Acre tract of land located at 17955, 17965, 17985, and 17995 N. Outer Forty Road from a “M3” Planned Industrial District to a “PC” Planned Commercial District.

Design Criteria Request:

Floor Area, Height, and Building Requirements:

1. Height
 - a. The maximum height for all buildings, structures, and screening of roof top mechanical units shall be sixty-five (65.0) feet.
2. Density
 - a. Maximum floor area ratio (F.A.R.) of fifty-five hundredths (0.55)
 - b. Open Space: a minimum open space of thirty-five percent (35%) for each lot. Open space shall be calculated from the south line of the 15.0’ wide hiking and biking trail easement, as recorded in Bk. 20217 Pgs. 2144-2203.

Setbacks

1. Structure Setbacks

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

 - a. Thirty (30) feet from N. Outer Forty Road right-of-way
 - b. The south line of Levee Easements as recorded in DB. 10348 Pg. 306 & DB.10524, Pg. 1708.
 - c. Thirty-five (35) feet from the east and west boundary of this Planned Commercial District
2. Parking Setbacks

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

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

- a. Thirty (30) feet from N. Outer Forty Road right-of-way
- b. The south line of the Levee Easements as recorded in DB. 10348 Pg. 306 & DB.10524, Pg. 1708.
- c. Twenty-five (25) feet from the east and west boundary of this Planned Commercial District.
- d. One hundred twenty (120) feet from the north line of the 15.0' wide hiking and biking trail easement, as recorded in Bk. 20217 Pgs. 2144-2203
- e. Six hundred twenty (620) feet from the north line of the 15.0' wide hiking and biking trail easement, as recorded in Bk. 20217 Pgs. 2144-2203

Requested Permitted Uses:

PUBLIC/RECREATIONAL

1. Auditorium
2. Art Gallery, Art Studio
3. Banquet Facility
4. Gymnasium
5. Recreational Facility

OFFICE

6. Office-Dental
7. Office-General
8. Office-Medical

COMMERCIAL/SALES

9. Automobile Dealership
10. Bakery
11. Bar
12. Brewpub
13. Coffee Shop
14. Motorcycle, ATV, and similar motor vehicles dealership
15. Recreational Vehicle Dealership
16. Restaurant-Sit Down
17. Restaurant – Fast Food, No Drive-Thru
18. Restaurant-Take Out
19. Retail Sales Establishment – Community
20. Retail Sales Establishment – Neighborhood

SERVICE/INDUSTRIAL

21. Commercial service facility
22. Film drop-off and pick up stations

February 15, 2023

PROJECT NARRATIVE – REZONING REQUEST

Page 3

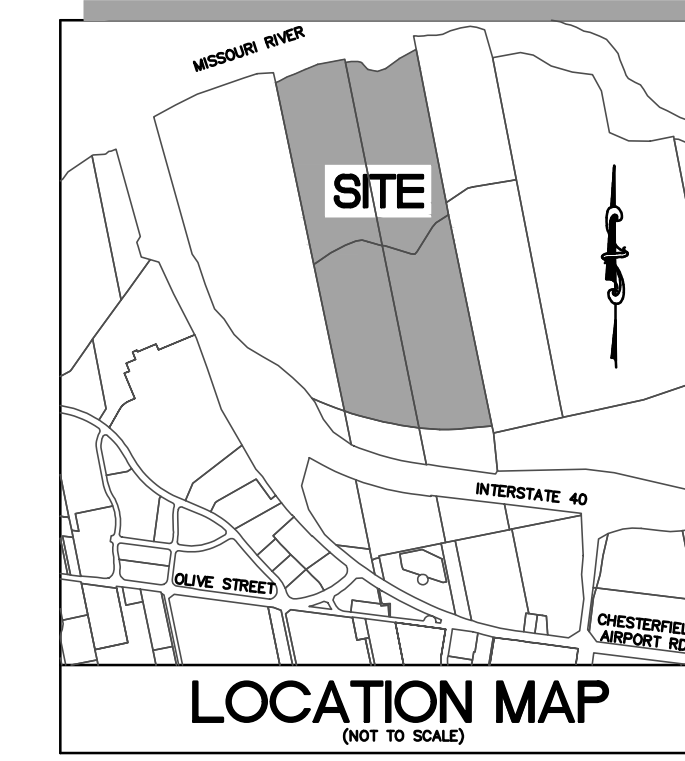
23. Film processing plat
24. Financial Institution, No Drive-Thru
25. Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damage vehicles for more than 72 hours.
26. Professional and technical service facility
27. Theatre, indoor
28. Theatre, Outdoor

Note: The potential of a Bicycle Store, providing sales, leasing & repair could be a use within the Western Building.

PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 25 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI

GATEWAY STUDIOS



SITE INFORMATION

OWNER: MONARCH CHESTERFIELD LEVEE DISTRICT
OWNER UNDER CONTRACT: J2 MANAGEMENT GROUP, LLC
ADDRESS: 17955, 17965, 17985, & 17995 N. OUTER 40 RD CHESTERFIELD, MO 63005
EXISTING ZONING: "M3" - PLANNED INDUSTRIAL
PROPOSED ZONING: "PC" PLANNED COMMERCIAL
LOCATOR NO: 17W640035, 16W320011, 16W330021, 16W330022
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: MISSOURI RIVER
FEMA MAP: 29189C0145K (11/16/2017)
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC.
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

ST. LOUIS COUNTY BENCHMARK

BENCHMARK#12507
NAVD88 Elev = 461.00
Standard DNR aluminum disk stamped SL-38A 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 48 feet south of the centerline of Chesterfield Airport road, 78 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.8 feet northeast of the northwest corner of the subdivision entrance monument for Chesterfield Industrial Park.

SITE BENCHMARK

ELEV = 465.84
FIND CUT CROSS ON EASTERN MEDIAN ISLAND OF ROUNDABOUT AS SHOWN HEREON.

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 EXCITED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITEE 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

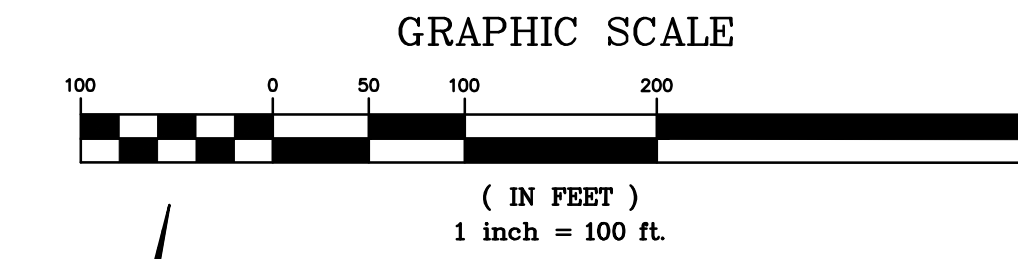
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE 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 ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

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
FT.	FEET
FND.	FOUND
G.	GAS
H.W.	HIGH WATER
LFB	LOW FLOW BLOCKED
N.H.	MANHOLE
N/O	NOW OR FORMERLY
P.B.	PLAT BOOK
P.G.	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

LEGEND

	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING TREE
	EXISTING BUILDING
	EXISTING CONTOUR
	SPOT ELEVATION
	EXISTING UTILITIES
	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 SANITARY



FAR CALCULATION

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

OPEN SPACE:

MINIMUM 35.0% OPEN SPACE FOR EACH LOT. OPEN SPACE SHALL BE CALCULATED FROM THE SOUTH LINE OF THE 15' WIDE HIKING AND BIKING TRAIL EASEMENT, AS RECORDED IN BK. 20217, PGS. 2144-2203.

HEIGHT:

A MAXIMUM HEIGHT OF 65.0' FEET

BUILDING AND PARKING SETBACKS

STRUCTURE SETBACKS:

- THIRTY (30) FEET FROM NORTH OUTER FORTY ROAD RIGHT-OF-WAY
- THE SOUTH LINE OF LEVEE EASEMENTS AS RECORDED IN BK. 10348, PG. 306 & DB.10524, PG. 1708.
- THIRTY-FIVE (35) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT

PARKING SETBACKS:

- THIRTY (30) FEET FROM NORTH OUTER FORTY ROAD RIGHT-OF-WAY
- THE SOUTH LINE OF THE LEVEE EASEMENTS AS RECORDED IN BK. 10348, PG. 306 & DB.10524, PG. 1708.
- TWENTY-FIVE (25) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
- ONE HUNDRED TWENTY (120) FEET FROM THE NORTH LINE OF THE 15' WIDE HIKING AND BIKING TRAIL EASEMENT, AS RECORDED IN BK. 20217, PGS. 2144-2203
- SIX HUNDRED TWENTY (620) FEET FROM THE NORTH LINE OF THE 15' WIDE HIKING AND BIKING TRAIL EASEMENT, AS RECORDED IN BK. 20217, PGS. 2144-2203

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 FLOORPLAN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 459.17 IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

ST. LOUIS COUNTY STANDARD NOTES

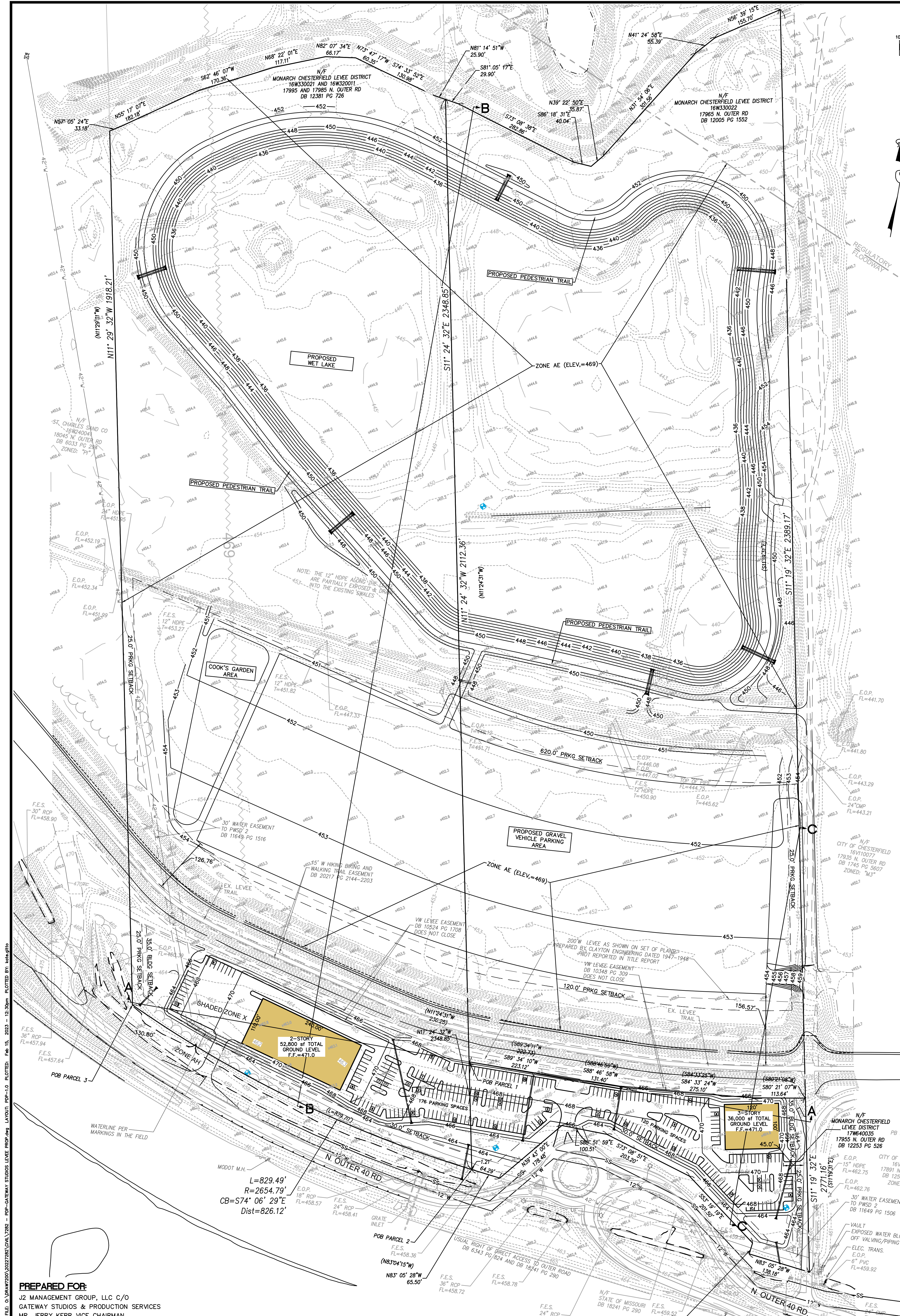
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL PROPOSED 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 EACH 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.

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 25 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND COTTON PICKER SPINDLE LOCATED AT THE SOUTHWEST CORNER OF LOT 1 OF THE CVAC CONSOLIDATION PLAT AS RECORDED IN PLAT BOOK 359, PAGE 82 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT ALSO BEING LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 64, (AKA U.S. HIGHWAY 40-81), VARIABLE WIDTH; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 83 DEGREES 05 MINUTES 28 SECONDS WEST, 138.18 FEET; NORTH 06 DEGREES 54 MINUTES 22 SECONDS EAST, 24.99 FEET TO A FOUND IRON ROD; NORTH 53 DEGREES 19 MINUTES 19 SECONDS WEST, 201.50 FEET TO A FOUND IRON ROD; NORTH 73 DEGREES 08 MINUTES 51 SECONDS WEST, 203.20 FEET; NORTH 88 DEGREES 51 MINUTES 59 SECONDS WEST, 100.51 FEET TO A FOUND IRON ROD; SOUTH 39 DEGREES 43 MINUTES 00 SECONDS WEST, 178.48 FEET TO A FOUND IRON ROD; NORTH 43 DEGREES 05 MINUTES 28 SECONDS WEST, 60.20 FEET TO A FOUND IRON PIPE BEING LOCATED ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,854.79 FEET AND ALONG SAID CURVE WITH AN ARC LENGTH OF 959.49 FEET AND A CHORD WHICH BEARS NORTH 74 DEGREES 06 MINUTES 29 SECONDS WEST, 820.12 FEET TO A FOUND IRON PIPE LOCATED AT THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO ST. CHARLES SAND COMPANY AS RECORDED IN BOOK 6033 PAGE 294 OF ABOVE SAID RECORDS; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID ST. CHARLES SAND COMPANY TRACT, NORTH 11 DEGREES 29 MINUTES 32 SECONDS WEST, 1,818.21 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO MONARCH FLATS, LLC AS RECORDED IN BOOK 21202, PAGE 2090 OF SAID RECORDS; SAID POINT ALSO BEING THE SOUTH 1/2 OF THE AGRICULTURAL LEVÉE AS LOCATED IN OCTOBER 1998 BY YOLA, INC.; THENCE ALONG THE SOUTH LINES OF SAID MONARCH FLATS, LLC TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 07 DEGREES 05 MINUTES 24 SECONDS EAST, 33.18 FEET; NORTH 53 DEGREES 17 MINUTES 07 SECONDS EAST, 152.18 FEET; NORTH 82 DEGREES 46 MINUTES 07 SECONDS EAST, 170.38 FEET; NORTH 88 DEGREES 22 MINUTES 01 SECOND EAST, 117.11 FEET; NORTH 82 DEGREES 07 MINUTES 34 SECONDS EAST, 66.17 FEET; SOUTH 73 DEGREES 47 MINUTES 17 SECONDS EAST, 60.35 FEET; SOUTH 74 DEGREES 33 MINUTES 32 SECONDS EAST, 130.98 FEET; SOUTH 81 DEGREES 14 MINUTES 51 SECONDS EAST, 25.90 FEET; SOUTH 81 DEGREES 05 MINUTES 17 SECONDS EAST, 29.90 FEET; SOUTH 73 DEGREES 08 MINUTES 38 SECONDS EAST, 282.86 FEET; SOUTH 86 DEGREES 19 MINUTES 31 SECONDS EAST, 40.04 FEET; NORTH 39 DEGREES 22 MINUTES 50 SECONDS EAST, 35.87 FEET; NORTH 31 DEGREES 54 MINUTES 08 SECONDS EAST, 301.58 FEET; NORTH 41 DEGREES 24 MINUTES 58 SECONDS EAST, 52.39 FEET AND NORTH 56 DEGREES 39 MINUTES 15 SECONDS EAST, 155.70 FEET TO THE WEST LINE OF A TRACT OF LAND AS CONVEYED TO THE CITY OF CHESTERFIELD, BY INSTRUMENT RECORDED IN BOOK 17745, PAGE 5407 OF ABOVE SAID RECORDS; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF ABOVE SAID CVAC CONSOLIDATION PLAT, SOUTH 11 DEGREES 19 MINUTES 32 SECONDS EAST, 2,771.16 FEET TO THE POINT OF BEGINNING.

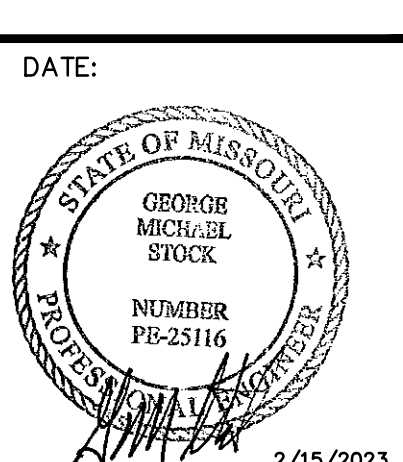
CONTAINING 3,390,081 SQUARE FEET OR 77.826 ACRES MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC ON NOVEMBER 08, 2022



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

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.

PRELIMINARY DEVELOPMENT PLAN FOR:
GATEWAY STUDIOS
17955, 17965, 17985 & 17995 N. OUTER FORTY ROAD
CHESTERFIELD, MISSOURI 63005

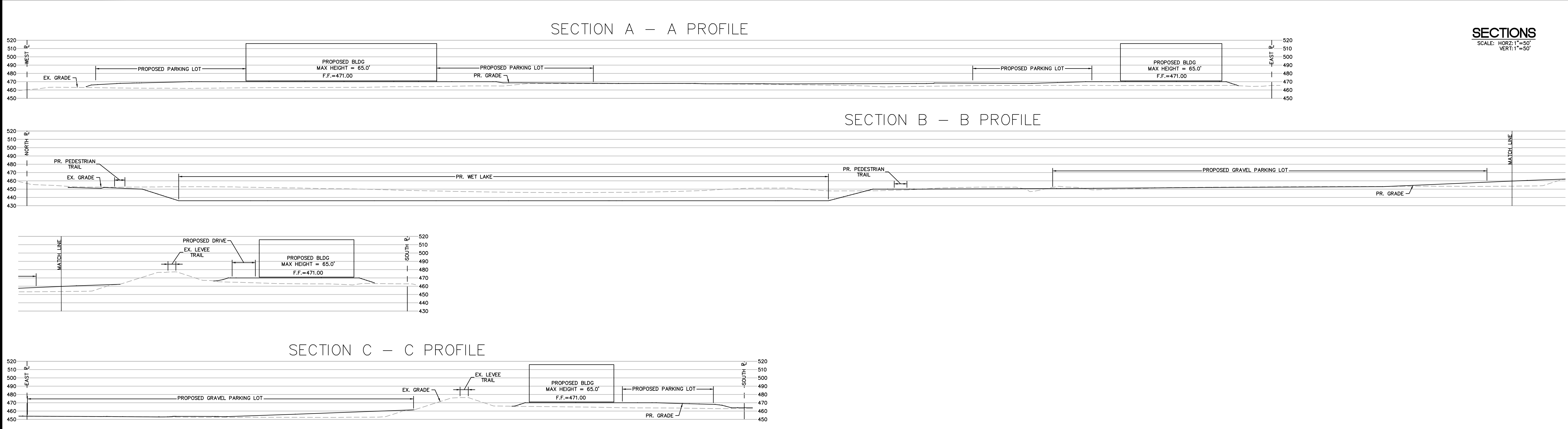


DATE: 2/15/2023
GEORGE M. STOOK E-25116
ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:
1. 2023-01-10 CITY
2. 2023-02-07 CITY
3. 2023-02-15 CITY

DRAWN BY: K.S.G. CHECKED BY: G.M.S.
DATE: 12/5/2022 JOB NO: 2022-7282
SCALE: 1" = 40' SHEET NO: 16V
ELEC. REF # - NET SUP # -
M.D.A.R. # -
SHEET TITLE:
PRELIMINARY DEVELOPMENT PLAN

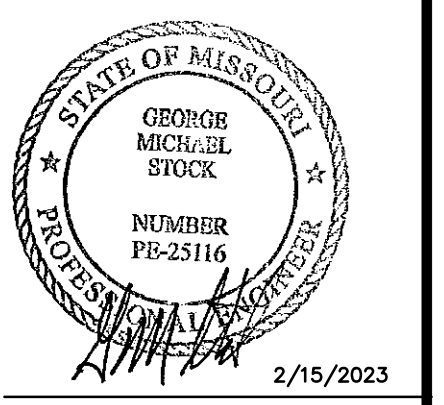
SHEET NO.:
PDP-1.0



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

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63103
Tel: (314) 520-8000
Fax: (314) 520-8000
E-mail: general@stockassoc.com
Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:
GATEWAY STUDIOS
17955, 17965, 17985 & 17995 N. OUTER FORTY ROAD
CHESTERFIELD, MISSOURI 63005

DATE: 2/15/2023

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

REVISIONS:

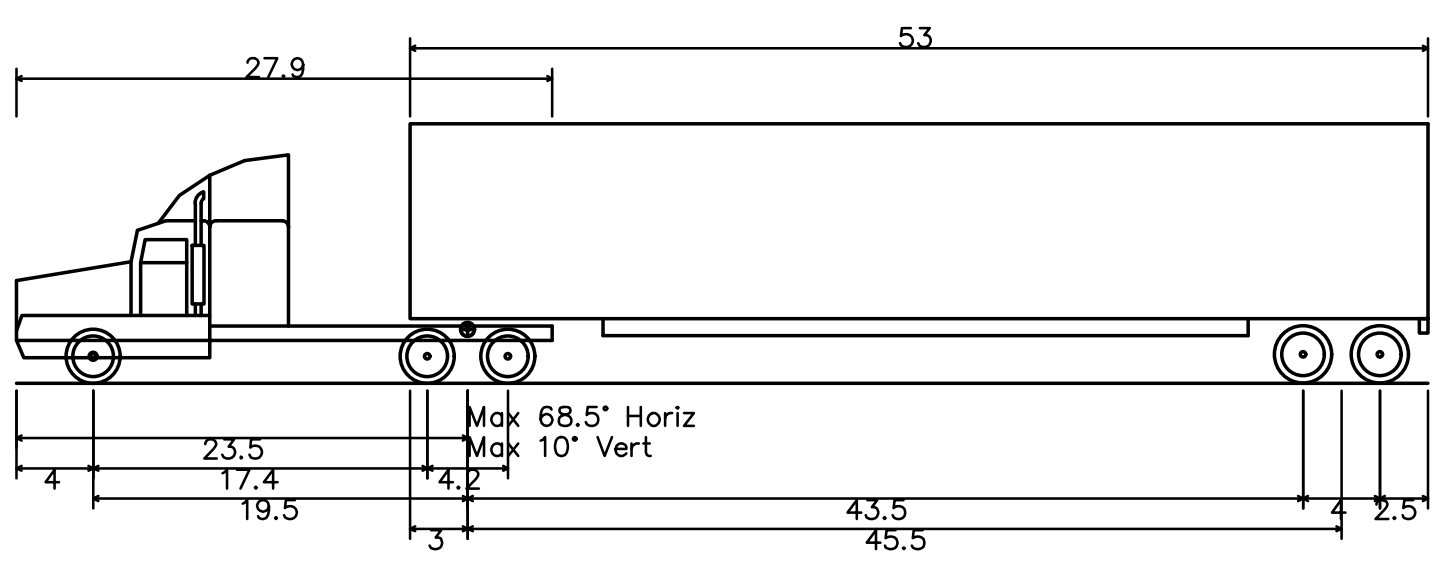
1.	2023-01-10	CITY
2.	2023-02-07	CITY
3.	2023-02-15	CITY

DRAWN BY:	K.S.G.	CHECKED BY:	C.M.S.
DATE:	12/5/2022	JOB NO.:	2022-7282
ISS. #:	-	ISS. MAP #:	16V
E.L.C. REF #:	-	NET SUP. #:	-
MARK #:	-		

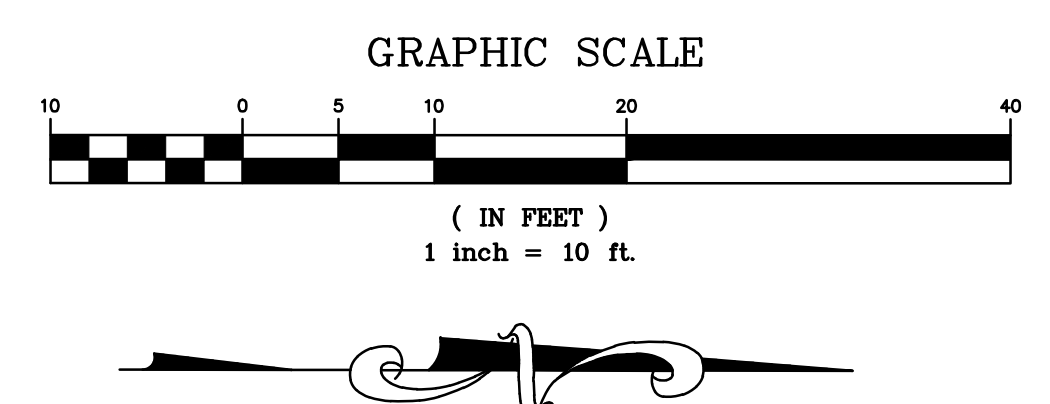
SHEET TITLE:
PRELIMINARY DEVELOPMENT PLAN

SHEET NO.:
PDP-2.0

DRAWING FILE: D:\04010720\20227282\04010720 - PDP - GATEWAY STUDIOS LEVEE IMPROV. LAYOUT - PDP-2.0 PLOTTED: Feb 15, 2023 - 12:30pm PLOTTED BY: msk2023



WB-67 - Interstate Semi-Trailer
 Overall Length 73.501ft
 Overall Width 8.500ft
 Overall Body Height 13.500ft
 Min Body Ground Clearance 1.334ft
 Max Track Width 8.500ft
 Lock-to-lock time 6.00s
 Max Steering Angle (Virtual) 28.40°



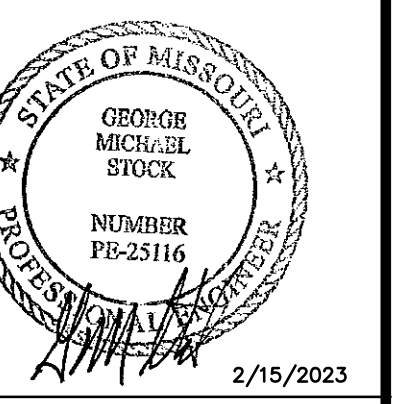
PREPARED BY:

STOCK & ASSOCIATES
 Consulting Engineers, Inc.
 257 Chesternfield Business Parkway
 St. Louis, MO 63103
 Phone: (314) 433-1000
 Fax: (314) 433-1000
 e-mail: general@stockassoc.com
 Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:

GATEWAY STUDIOS
 17955, 17965, 17985 & 17995 N. OUTER FORTY ROAD
 CHESTERFIELD, MISSOURI 63005

DATE:



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

REVISIONS:

1.	2023-01-10	CITY
2.	2023-02-07	CITY
3.	2023-02-15	CITY

DRAWN BY:	K.S.G.	CHECKED BY:	G.M.S.
DATE:	12/5/2022	JOB NO.:	2022-7282
ISS. #:	-	ISS. MP #:	16V
ELC. INT. #:	-	INT. SUP. #:	-
MARK. #:	-		

SHEET TITLE:
WB-67 EXHIBIT

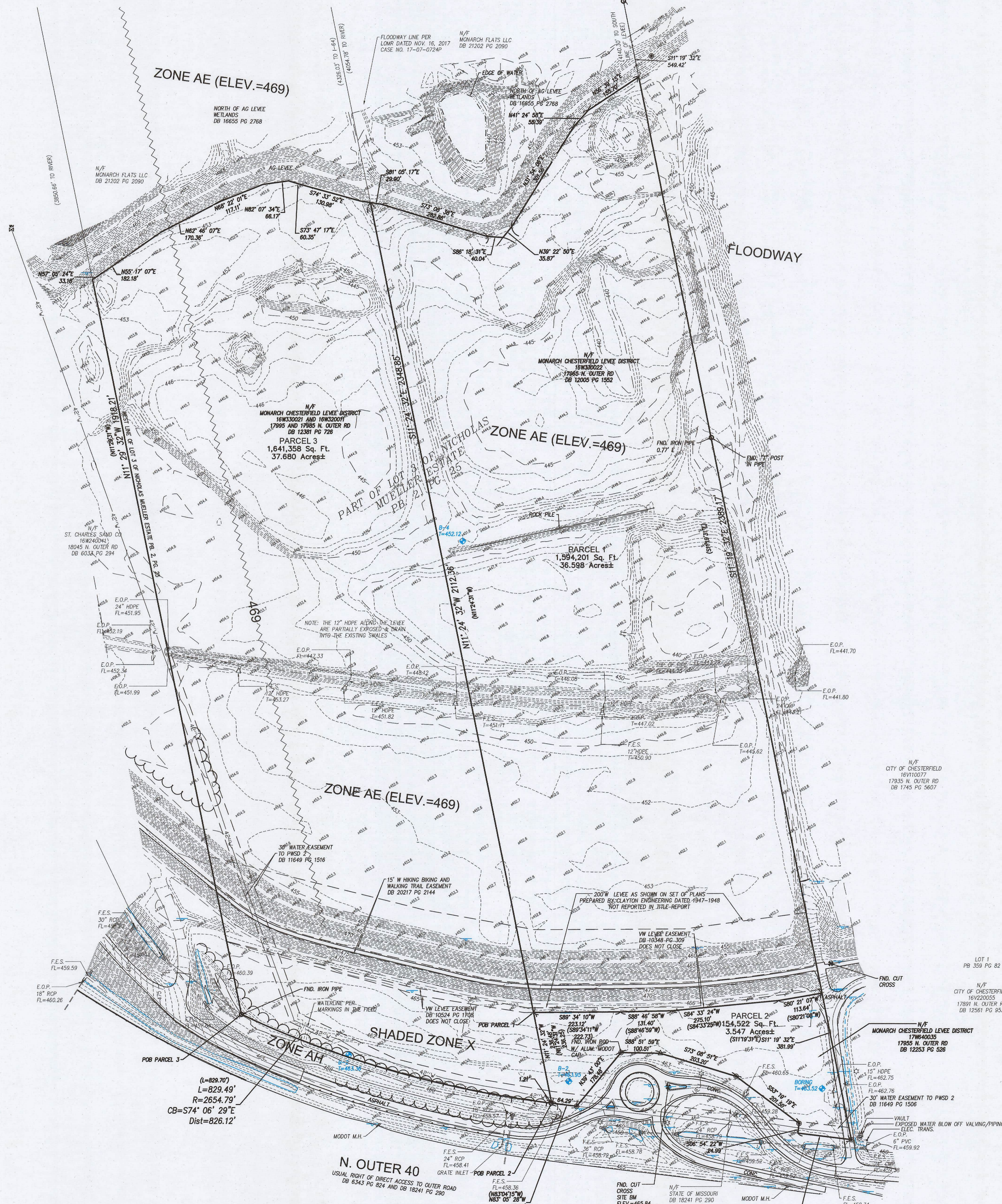
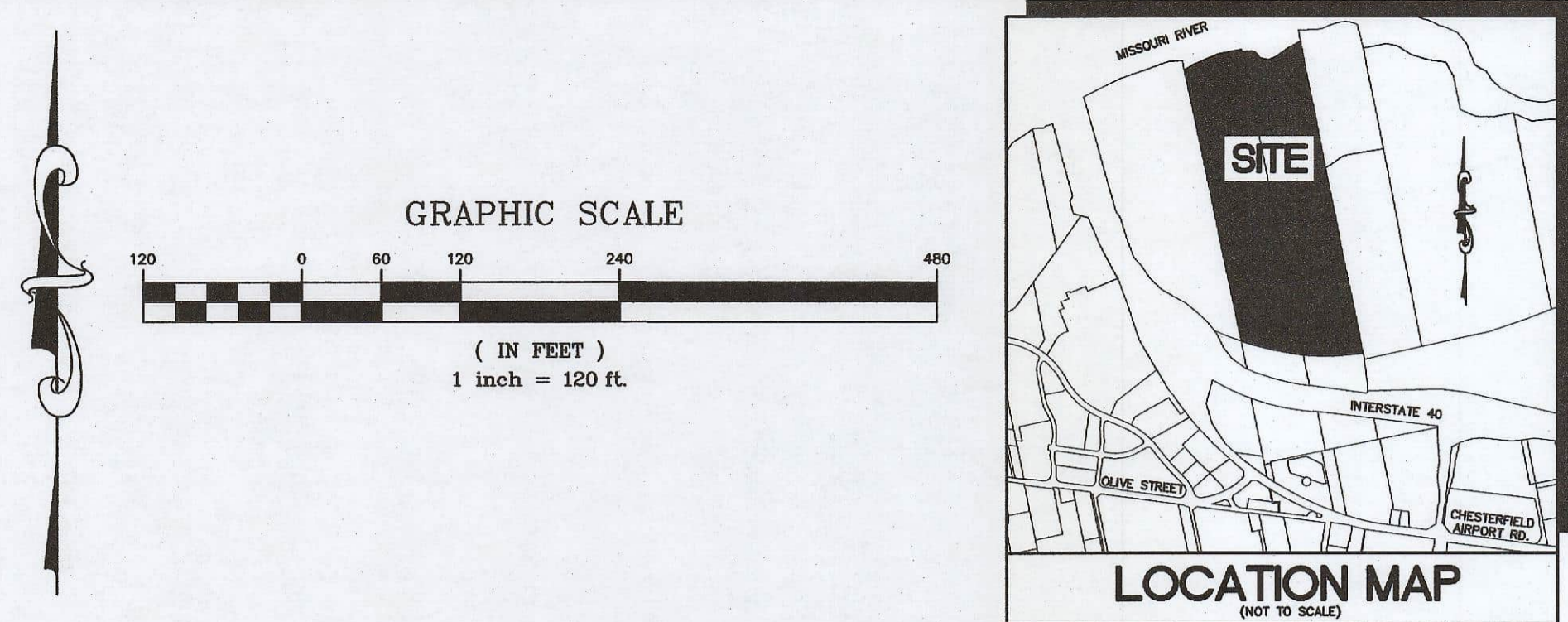
SHEET NO.:
PDP-3.0

DRAWING FILE: D:\Projects\2022\20220105\17955-17995 N. Outer Forty Road\17955-17995 N. Outer Forty Road.dwg PLOT DATE: 2/15/2023 10:50am PLOTTED BY: hmg/ps

ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE, AS RECORDED IN PLAT BOOK 2, PAGE 25, LOCATED IN U.S. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

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
	ELECTRIC BREAKER
	GAS DROP
	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 Fidelity National Title Insurance Company, Commitment No. 19712STL, revision #1, with an effective date of November 8, 2022 at 8:00 a.m. for research of encumbrances and easements. No further research was performed by Stock and Associates Consulting Engineers, Inc.

- PROPERTY DESCRIPTION
- Monarch-Chesterfield Levee District
- (3) Title Commitment No. 19712STL, revision #1, with Schedule B-Section 2 exceptions
- Item No. 12. Subject to Historic boundaries established by the plats recorded in Plat Book 2 page 25 and Plat Book 45 page 18. "SHOWN"
 - Item No. 13. Subject to Relinquishment of abutter's rights of direct access with reservation of limited access according to Cause No. 290860 of the St. Louis County Circuit Court, a certified copy of the Commissioner's Report in said Cause is recorded in Book 6343 page 824 of the St. Louis County Recorder's Office. "NOTED"
 - Item No. 14. Subject to Easement granted to the Monarch-Chesterfield Levee District by instrument recorded in Book 10348 page 309. "SHOWN"
 - Item No. 15. Subject to Permanent easement to Monarch-Chesterfield Levee District according to instrument recorded in Book 10524 page 1708. "SHOWN"
 - Item No. 16. Temporary Construction Easement granted to Public Water Supply District No. 2 of St. Charles County, Missouri, by instrument recorded in Book 11649 page 1499. "NOT SHOWN" expired.
 - Item No. 17. Subject to Permanent Water Easement granted to Public Water Supply District No. 2 of St. Charles County, Missouri, by instrument recorded in Book 11649 page 1506. "SHOWN"
 - Item No. 18. Subject to Temporary Construction Easement granted to Public Water Supply District No. 2 of St. Charles County, Missouri, by instrument recorded in Book 11649 page 1516. Permanent easement "SHOWN"
 - Item No. 19. Temporary Construction Easement granted to Public Water Supply District No. 2 of St. Charles County, Missouri, by instrument recorded in Book 11649 page 1528. "NOT SHOWN" expired.
 - Item No. 20. Declaration of Covenants and Restrictions recorded in Book 16655 page 2768. "SHOWN" Does not affect subject property.
 - Item No. 21. Subject to Limitations on abutter's rights of direct access to Route 40-61 according to instrument recorded in Book 18241 page 290. "NOTED"
 - Item No. 22. Subject to the Seepage Berm Protective Restrictions according to instrument recorded in Book 18241 page 290. "NOT SHOWN" Not a survey related item.
 - Item No. 23. Subject to Permanent Hiking, Biking and Walking Trail Easement Agreement granted to the City of Chesterfield, Missouri, according to instrument recorded in Book 20217 page 2144. "SHOWN"
 - Item No. 24. Declaration of Covenants and Restrictions recorded in Book 21202 page 2081. "NOT SHOWN" Does not affect subject property.
- 4) Except as shown hereon there are no known encroachments on subject property.
- 5) There was no evidence of recent earth moving work, building construction observed at the time of this survey.
- 6) There are no known changes in street right of way lines.
- 7) There was no evidence of recent sidewalk/street construction at the time of this survey.
- 8) There were no wetlands delineated on subject property at the time of the survey.

- GENERAL NOTES:
- Subject property is Zoned M3. All setback established within Planned District Ordinance governing the site. 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 Shaded X (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), Zone AE (Base Flood Elevations determined, Elev.=469) and Floodway Areas in Zone AE according to the National Flood Insurance Rate Map Number 29188C0145K with an effective date of 02/04/2015 and Revised to Reflect LOMR Nov. 16, 2017 Case No. 17-07-0742P. By geographically plotting.
 - 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 Contractor's responsibility to call Dig-It to verify utility locations.
 - The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gaps or overlaps.
 - There were no buildings observed onsite at the time of survey.

Surveyors Certification

This is to certify to:
J2 Management Group LLC
Monarch-Chesterfield Levee District
Fidelity National Title Insurance Company
St. Louis Title, LLC

That this map or plat and the survey on which it is based was 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(b), 7(c), 8, 9, 11 and 13 of Table A thereof. The field work was completed during November, 2022.

ST. LOUIS COUNTY BENCHMARK
NAVD88 Elev = 481.00

Standard DNR aluminum disk stamped SL-38A 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 60 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.

SITE BENCHMARK
ELEV = 465.84
FND. CUT CROSS ON EASTERN MEDIAN ISLAND OF ROUNDABOUT AS SHOWN HEREON.

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

PREPARED FOR
GATEWAY STUDIOS, LLC
ATTN: MR. JERRY KERR

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63016 PH: (636) 598-9101 FAX: (636) 598-9103
E-mail: general@stockandassociates.com
Web: www.stockandassociates.com

ALTA/NSPS LAND TITLE SURVEY
GATEWAY STUDIOS
17965, 17985, 17965 & 17995 N. OUTER 40
CHESTERFIELD, MISSOURI



ABBREVIATIONS	
C.O.	CLEANOUT
DB	DEED BOOK
F	ELECTRIC
FL	FLOWLINE
FT	FEET
FND.	FOUND
G	GAS
M.F.	MANHOLE
N/F	NOW OR FORMERLY
PL	PLAT BOOK
PB	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIUM BEARING
R.C.P.	REINFORCED CONCRETE PIPE
S	SQUARE
T	TELEPHONE CABLE
V.C.P.	WHIPLED CLAY PIPE
W	WATER
(8'W)	RIGHT-OF-WAY WIDTH

REVISIONS:	
1	00/00/0000

DATE	BY	CHKD BY
11-0-2022	J.K.	W.J.P.

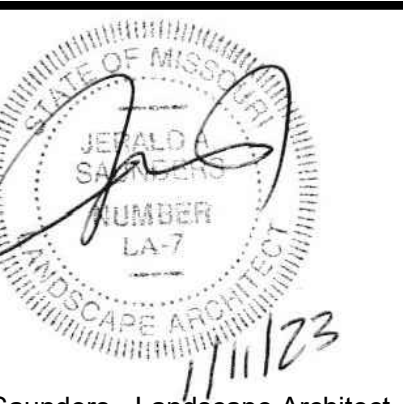
M.S.D. #	BASE MAP #
LC 222-D	2022-792

M.D.N.R. #	HAT SLP. #

SHEET TITLE:
ALTA/NSPS LAND TITLE SURVEY

SHEET NO.:
SHEET #1

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



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:



ID	Tree Name	DBH	Canopy Diam.	Canopy Rating	Condition	Comment
1	Cottonwood	8	20	2	2	Twin 8x8
2	Cottonwood	13	18	2	2	
3	Cottonwood	16	20	2	2	vines
4	Cottonwood	19	25	2	2	
5	Cottonwood	11	15	2	2	
6	Cottonwood	10	15	2	2	
7	Pear	6	12	2	2	in ROW
8	Pear	5	12	2	2	
9	Boxelder	5	10	2	2	
10	Cottonwood	7	12	2	2	
11	Cottonwood	10	15	2	2	vines
12	Cottonwood	5	10	2	2	vines

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

Existing woodland trees primarily located on public ROW; Consists of Cottonwood and Bradford Pear with a scattering of Eastern Red Cedar.

Tree Stand Delineation
SCALE 1"=100'

Total Site Area = 3,390,081 s.f. (77.825 acres)
Woodland Tree Canopy Area = 262,940 s.f. (6.04 acres)
Individual Tree Canopy Area = 48,612 s.f. (1.11 acres)
Total Existing Tree Canopy Area = 311,552 s.f. (7.15 acres)

Revisions:

Date	Description	No.
1/11/23	Plan Changes	1

Drawn: KP
Checked: RS

LOOMIS ASSOCIATES
landscape architects + planners
790 spinn 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: 12/20/22
Job #: 813.104

Gateway Studios
17955, 17985, 17965 & 17995 North Outer Forty
Chesterfield, Missouri

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

Proposed Bill No. 3435 - Development Agreement for RPA – 2, Wildhorse Village

– An ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement for Chesterfield Regional area RPA-2 by and between the City and Wildhorse Village, LP; authorizing certain actions by City Officials and Officers; and containing severability clause. **(Second Reading, substitute bill offered) Finance and Administration Committee recommends approval.**

As you may recall, during worksession, City's special counsel for development indicated that certain changes in the bill would be proposed in response to Council's questions regarding funding for the structured parking. Those changes have been made and I recommend that a motion be made for the second reading, followed by a motion to amend which would replace the original bill with the revised substitute bill. While it is a considerable amount of information, we have provided the original bill, the revised bill, and a redline version which shows what changes were incorporated.

If you have any questions about proposed Bill No. 3435, please contact Justin Wyse or me prior to Tuesday's meeting.

NEXT MEETING

The next Finance and Administration Committee Meeting has not yet been scheduled.

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

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: April 18, 2023

RE: **Chesterfield Regional TIF – RPA 2 Development Agreement**



Summary

At the first reading of the bill for the Redevelopment Agreement for RPA-2, legal counsel indicated that an amended bill would be introduced at the April 18th, 2023 City Council meeting to clarify questions regarding funding of the public spaces associated with the redevelopment project. Attached are the revised documents. Attached to this report are the revised ordinance and redevelopment agreement, the original ordinance and redevelopment agreement, and redlines of the ordinance and development agreement.

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY AND WILDHORSE VILLAGE, LP IN CONNECTION WITH THE REDEVELOPMENT OF THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA-2 UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of Chesterfield, Missouri (the “City”), is a political subdivision duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” (referred to herein as the “Redevelopment Area,” and as further defined in the herein-defined Redevelopment Agreement); and

WHEREAS, on October 12, 2022, in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area; and

WHEREAS, on November 4, 2022, in response to the City’s request for development proposals, Wildhorse Village, LP (the “Developer”) presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer for a portion of the Redevelopment Area (the “Redevelopment Proposal”); and

WHEREAS, on November 21, 2022, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “Redevelopment Plan”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; and (iii) approving redevelopment projects for the respective

redevelopment project areas within the Redevelopment Area as described in the Redevelopment Plan; and

WHEREAS, on December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217, which (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan; and

WHEREAS, on December 14, 2022, the City Council adopted Ordinance No. 3218, which (i) approved the redevelopment project for that portion of the Redevelopment Area designated as RPA-2 (the “Redevelopment Project”); (ii) adopted tax increment financing within RPA-2; and (iii) established within the treasury of the City a separate fund to be known as the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “Special Allocation Fund”); and

WHEREAS, the City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and entering into the Redevelopment Agreement for RPA-2 (the “Redevelopment Agreement”) by and between the City and Developer are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan; and

WHEREAS, the City desires to assist in the redevelopment of the Redevelopment Area by authorizing and approving the Redevelopment Agreement.

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

Section 1. The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Redevelopment Agreement by and between the City and the Developer. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Redevelopment Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor as shown by the Mayor’s execution of the Redevelopment Agreement.

Section 2. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized and in the Redevelopment Agreement, with no such further action of the City Council

being necessary to authorize such action by the Mayor or his designated representatives.

Section 4. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the Redevelopment Agreement approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 3/20/2023

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EXHIBIT A

Redevelopment Agreement

(On File with City Clerk)

REDEVELOPMENT AGREEMENT FOR RPA-2

by and between the

CITY OF CHESTERFIELD, MISSOURI

and

WILDHORSE VILLAGE, LP

dated as of

[_____], 2023

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- EXHIBIT A – Notice of Commencement of Construction
- EXHIBIT B – Certificate of Reimbursable Redevelopment Project Costs
- EXHIBIT C – Certificate of Substantial Completion
- EXHIBIT D-1 – Legal Description of the Redevelopment Area
- EXHIBIT D-2 – Legal Description of RPA-2 and Map of RPA-2
- EXHIBIT E – Concept Site Plan for RPA-2
- EXHIBIT F – Redevelopment Project Costs
- EXHIBIT G – Map of Redevelopment Area

REDEVELOPMENT AGREEMENT FOR RPA-2

THIS REDEVELOPMENT AGREEMENT FOR RPA-2 (as further defined herein, this “**Agreement**”) is made and entered into as of this [____ day of _____, 2023], by and between the **CITY OF CHESTERFIELD, MISSOURI** (as further defined herein, the “**City**”), an incorporated political subdivision of the State of Missouri, and **WILDHORSE VILLAGE, LP**, a Missouri limited partnership (as further defined herein, the “**Developer**”). The City and the Developer may each be referred to herein as a “**Party**”, and collectively as the “**Parties**”.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article I of this Agreement.

RECITALS

A. The City Council of the City (the “**City Council**”) duly formed the Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “**TIF Commission**”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”), and empowered the TIF Commission to conduct business and exercise its powers as authorized by the TIF Act.

B. The City identified a certain area for redevelopment referred to as the “**Chesterfield Regional Area**” as legally described on Exhibit D-1 attached hereto and incorporated herein by reference, and as depicted on Exhibit G, attached hereto and incorporated herein by reference (the “**Redevelopment Area**”).

C. On October 12, 2022, in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area.

D. On November 4, 2022, in response to the City’s request for development proposals, the Developer presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer of the portion of the Redevelopment Area described therein (the “**Redevelopment Proposal**”).

E. On November 21, 2022, following a public hearing that was commenced on November 1, 2022 and closed on November 21, 2022, in accordance with the TIF Act, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “**Redevelopment Plan**”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; and (iii) approving redevelopment projects for the respective redevelopment project areas within the Redevelopment Area as described in the Redevelopment Plan.

F. On December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217, which (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan.

G. On December 14, 2022, the City Council adopted Ordinance No. 3218, which (i) approved the redevelopment project for that portion of the Redevelopment Area designated as RPA-2;

(ii) adopted tax increment financing within RPA-2; and (iii) established within the treasury of the City a separate fund to be known as the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “**Special Allocation Fund**”).

H. The City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

I. Pursuant to provisions of the TIF Act and Ordinance No. [____], the City is authorized to enter into this Agreement, to issue Obligations as evidence of the City’s obligation to reimburse certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge Available Revenues to the payment of the Obligations issued to reimburse such Redevelopment Project Costs, as further set forth herein.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“**Agreement**” means this Redevelopment Agreement for RPA-2, as the same may be from time to time modified, amended or supplemented in writing by the Parties as further set forth in **Section 15.3** hereof.

“**Approved Site Plan**” means the site plan or site plans reflecting one or more portions of the Work and the Redevelopment Project approved by all entities required to approve a site plan pursuant to all applicable laws, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the City’s Code.

“**Approving Ordinances**” means (a) Ordinance No. 3217 adopted by the City Council, which, among other things, (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan; and (b) Ordinance No. 3218 adopted by the City Council, which, among other things, (i) approved the Redevelopment Project; (ii) adopted tax increment financing within RPA-2; and (iii) established the Special Allocation Fund.

“**Available Revenues**” means all monies on deposit from time to time (including investment earnings thereon) in: (a) the RPA-2 PILOTS Sub-Account; (b) subject to annual appropriation, the RPA-2 EATS Sub-Account; and (c) any other account of the Special Allocation Fund into which monies that have been appropriated to the repayment of Obligations have been deposited, excluding, however, (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum, (iii) any monies designated for Fire District Reimbursement Payments, and (v) any monies designated for School District Capital Costs.

“**Bond Counsel**” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“**Bonds**” means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable Missouri law.

“**Business Day**” means any day other than a Saturday, Sunday, or holiday on which the offices of the City are scheduled in the normal course of its operations to be open to the public for conduct of its regularly-scheduled operations.

“**Certificate of Reimbursable Redevelopment Project Costs**” means a document substantially in the form of Exhibit B, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs.

“**Certificate of Substantial Completion**” means, for Phase II, a document substantially in the form of Exhibit C, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing, upon the City’s acceptance thereof, the Developer’s satisfaction of all obligations and covenants to construct or cause construction of Phase II, in accordance with the Redevelopment Plan and this Agreement.

“**City**” means the City of Chesterfield, Missouri, an incorporated political subdivision of the State of Missouri.

“**City Council**” means the City Council of the City.

“**Code**” means the Code of Ordinances of the City of Chesterfield, County of St. Louis, State of Missouri.

“**Concept Site Plan**” means that site development plan prepared at the direction of Developer set forth as Exhibit E, attached hereto and incorporated herein by reference, which depicts the conceptual program for the Work and the Redevelopment Project as contemplated to be constructed in accordance with the Redevelopment Plan and this Agreement, as may be amended from time to time and as finally approved by the City pursuant to its zoning and subdivision codes; provided, the Developer shall neither submit a site development plan to the City for approval nor shall the Concept Site Plan approved by the City be amended if such site development plan or amendment would, in the opinion of Bond Counsel, constitute such a change to the Redevelopment Plan or Redevelopment Project as would require compliance with the notice and hearing procedures of Section 99.825 of the TIF Act, or as further set forth in **Section 4.7** hereof.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

“**County Assessor**” means the Assessor of St. Louis County, Missouri.

“Developer” means Wildhorse Village, LP, a Missouri limited partnership, or its permitted successors or assigns in interest.

“Economic Activity Taxes” or **“EATs”** shall have the meaning ascribed to such term in Section 99.805.(4) of the TIF Act, and shall be subject to annual appropriation as provided in the TIF Act.

“Fire District Reimbursement Payments” shall mean any reimbursements to be made from the Special Allocation Fund pursuant to Section 99.848 of the TIF Act and any Fire District Reimbursement Agreement by and between the City and the Monarch Fire Protection District.

“Force Majeure” means an event of any delay including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; unusually restrictive government regulations; wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; unavailability and disruption in supply chain beyond the parties’ reasonable control; acts of God; pandemics; unusually adverse weather or wet soil conditions; or other like causes beyond the parties’ reasonable control, including without limitation, eminent domain proceedings, extraordinary market conditions or any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Obligations or this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties agree that as of the date of this Agreement, no event of Force Majeure exists.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or other similar approvals required for the implementation of the Redevelopment Project.

“IDA” means The Industrial Development Authority of the County of St. Louis, Missouri, or another issuer of municipal bonds acceptable to the City and the Developer.

“Indenture” means one or more trust indentures in the form and substance mutually agreed to by the Parties, relating to the issuance by the City or the IDA of the Obligations and as approved by the Obligation Ordinance.

“Issuance Costs” means all costs reasonably incurred by the City or Developer in furtherance of the issuance of Obligations including, but not limited to, all fees and expenses of consultants, the City’s attorneys (including issuer’s counsel, Bond Counsel and the City’s usual legal counsel), the City’s administrative fees and expenses (including fees and costs of planning consultants), the Underwriter’s discounts and fees, the Underwriter’s legal fees, trustee’s fees, other Underwriters’ discounts and fees, if any, the costs of printing any Obligations and any official statements or offering statements relating thereto, the costs of any credit enhancement (so long as the cost thereof does not reduce net proceeds), interest, debt service reserves and the fees of any rating agency rating any Obligations.

“Lender” means the Developer’s lender or lenders.

“Maximum Amount” means \$25,000,000, as further set forth on Exhibit F, attached hereto and incorporated herein by reference.

“Notes” means any tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Obligation Ordinance to evidence the City’s limited obligation to repay Reimbursable Redevelopment Project Costs in accordance with the TIF Act and this Agreement.

“Notice of Commencement of Construction” means, for Phase II, a document substantially in the form of Exhibit A, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of Phase II.

“Obligation Ordinance” means an ordinance in form and substance mutually agreed to by the Parties and adopted by the City Council authorizing the Indenture, the Obligations and all related ordinances, resolutions and proceedings.

“Obligations” means the Notes, the Bonds, or any combination thereof.

“Outstanding” means, as of a particular date, all Obligations theretofore authenticated and delivered under this Agreement, the Obligation Ordinance, or any Indenture except:

- (a) Obligations cancelled or delivered for cancellation;
- (b) Obligations which are deemed to have been paid;
- (c) Obligations alleged to have been mutilated, destroyed, lost or stolen; and
- (d) Obligations in exchange for or in lieu of which other Obligations have been authenticated and delivered pursuant to this Agreement, the Obligation Ordinance, or any Indenture.

“Payments in Lieu of Taxes” or **“PILOTS”** shall have the meaning ascribed to such term in Section 99.805.(11) of the TIF Act.

“Permitted Assignee” means any party or entity under common ownership or management as the Developer.

“Phase” means one or more phases of the Redevelopment Project, each as defined herein and further depicted on the Concept Site Plan.

“Phase I” means the construction of approximately 238,443 square feet of building space, approximately 625 parking spaces, approximately 27,275 square feet of retail space, and approximately 188 apartment units.

“Phase II” means the construction of surface and structured parking containing approximately 500 parking spaces, of which at least 300 parking spaces thereof shall be designated for shared public use, and improvements and infrastructure related thereto.

“Preliminary Funding Agreement” means that certain Amended and Restated Preliminary Funding Agreement entered into as of August 17, 2021, as may be modified, amended, or supplemented from time to time, by and among the City, TSG Downtown Chesterfield Redevelopment, and Developer pursuant to which the Developer has deposited with the City the amount of [\$125,000.00] as of the date of this Agreement.

“Privately-Placed Notes” means any Notes that are sold through a placement agent to a party other than the Developer or any entity related thereto.

“Property” means all interests in the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or

similar interests) and existing improvements in RPA-2 necessary for completion of the Work and Redevelopment Project.

“Redevelopment Area” means the real property legally described in Exhibit D-1, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project dated October 21, 2022, as amended, approved by the City pursuant to the Approving Ordinances, and as such Redevelopment Plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” means that portion of the redevelopment project to be undertaken within RPA-2, identified herein as Phase II.

“Redevelopment Project Costs” shall have the meaning ascribed to such term in Section 99.805.(16) of the TIF Act and as further set forth on Exhibit F, attached hereto and incorporated herein by reference.

“Redevelopment Proposal” means the document on file with the City and incorporated herein by reference, titled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” dated November 4, 2022, and submitted by the Developer to the City.

“Reimbursable Redevelopment Project Costs” means the Redevelopment Project Costs for which the Developer is eligible for reimbursement under the TIF Act and as contemplated by this Agreement, up to an amount equal to the Maximum Amount, plus Issuance Costs, which are limited to Redevelopment Project Costs relating to that portion of Phase II consisting of the surface and structured parking designated for shared public use, and improvements and infrastructure related thereto.

“Relocation Policy” means Ordinance No. 955 of the City.

“RPA-2” means that portion of the Redevelopment Area in which the Redevelopment Project will be constructed, as further legally described and depicted on Exhibit D-2, attached hereto and incorporated herein by reference.

“RPA-2 EATS Sub-Account” means a subaccount of the Special Allocation Fund into which certain EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

“RPA-2 PILOTs Sub-Account” means a subaccount of the Special Allocation Fund into which the PILOTs from RPA-2 shall be deposited as set forth in Section 99.845.1 of the TIF Act and as further described herein and in any Indenture.

“School District Capital Costs” shall mean any monies set aside in the Special Allocation Fund pursuant to the Redevelopment Plan and any Reimbursement Agreement between the City and the Rockwood School District or any Reimbursement Agreement between the City and the Parkway School District to provide for reimbursement of certain capital costs of each respective school district.

“Special Allocation Fund” means the “Chesterfield Regional Special Allocation Fund – RPA-2” created by the Approving Ordinances in accordance with the TIF Act, and including the accounts and

sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.

“**Special District**” means the special business district that may be established by the City, in accordance with the Special District Act and this Agreement.

“**Special District Act**” means Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended.

“**Special District Revenues**” means revenues of the Special District, imposed and collected in accordance with the Special District Act.

“**State**” means the State of Missouri.

“**Substantial Completion**” means the substantial completion of construction of Phase II (as may be amended from time to time).

“**TIF Act**” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

“**TIF Commission**” means the Tax Increment Financing Commission of the City of Chesterfield, Missouri.

“**TIF Revenues**” means, collectively, (i) Payments in Lieu of Taxes to be allocated pursuant to Section 99.845.1 of the TIF Act and (ii) fifty percent of the total additional revenue from taxes, penalties and interest which are imposed by the municipality or other taxing districts, and which are generated by economic activities within RPA-2 over the amount of such taxes generated by economic activities within RPA-2 in calendar year 2021, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to Section 67.1712.2 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, allocated pursuant to Section 99.845.3 of the TIF Act, provided that, while tax increment financing remains in effect, if the voters in a taxing district vote to approve an increase in such taxing district’s sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within RPA-2 that are directly attributable to the newly voter-approved incremental increase in such taxing district’s levy rate shall not be considered Economic Activity Taxes subject to deposit into the Special Allocation Fund without the consent of such taxing district.

“**Trustee**” means the trustee or fiscal agent for any issue of Obligations under the Indenture.

“**Underwriter**” means any financial officer, placement agent, and/or underwriter selected by the City.

“**Work**” means all work necessary to prepare RPA-2 to construct or cause the construction and completion of the Redevelopment Project, which may include, but not be limited to: property acquisition; demolition and removal of existing buildings, structures and other improvements within RPA-2; site

preparation, including clearing and grading of portions of RPA-2; construction of the parking fields, and screening and site landscaping; construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation existing buildings, surrounding roads, sidewalks, utilities and installation of lighting; environmental remediation; and all other work described in or otherwise contemplated by the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II. ACCEPTANCE OF REDEVELOPMENT PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer, and the Developer hereby agrees to perform or otherwise cause to be performed the Work and the construction of the Redevelopment Project within RPA-2 in general accordance with Governmental Approvals, the Redevelopment Plan, and this Agreement.

2.2 Governing Documents. The terms and provisions of the Redevelopment Plan, as may be amended from time to time, are fully incorporated herein by reference. The Parties agree that the Developer shall, subject to **Section 9.1** and **Section 9.2** hereof, complete or cause the completion of the Work and the Redevelopment Project in accordance with this Agreement, provided, however, that the same does not violate or contravene the provisions of the Redevelopment Plan.

2.3 Purpose. The Parties hereby mutually acknowledge that the goal of the Parties in entering into this Agreement is to cause the completion of the Work and the Redevelopment Project.

2.4 Development Rights. The City hereby grants to the Developer exclusive redevelopment rights over RPA-2, subject to and in accordance with the terms and conditions of this Agreement.

2.5 Developer to Advance Costs. The Developer agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work including without limitation any fees and expenses relating to litigation relating to the TIF Act, the Redevelopment Plan, or the Approving Ordinances, which all constitute Reimbursable Redevelopment Project Costs; subject, however, to the Developer's right to terminate this Agreement as set forth in **Section 9.1** hereof. Within thirty (30) calendar days of the execution of this Agreement, the City shall notify the Developer of any costs incurred that were not reimbursed pursuant to the Preliminary Funding Agreement, and the Developer shall pay such costs no later than ten (10) calendar days after receipt of such notice and reasonable supporting documentation showing the costs incurred, but not to include any documentation covered by any attorney-client privileges. At the closing on any Notes issued pursuant to this Agreement, the Developer agrees to pay all of the City's costs incurred in relation thereto, including the City's Issuance Costs, in excess of the monies advanced under the Preliminary Funding Agreement and any fees and expenses relating to litigation relating to the TIF Act, the Redevelopment Plan, or the Approving Ordinances. If the Developer requests the issuance of Privately-Placed Notes or Bonds pursuant to **Article VI** hereof, and if the Developer does not accept the financing that is available thereunder, the Developer shall pay to the City all actual costs incurred with respect to the financial feasibility and planning of the potential financing. Notwithstanding anything herein to the contrary, Issuance Costs related to the issuance of Privately-Placed Notes or Bonds shall be paid from Note proceeds and/or Bond proceeds, as applicable. Notwithstanding anything in this Section to the contrary, the parties to this Agreement acknowledge and agree that any fees and expenses relating to litigation relating to the TIF Act mentioned in this Section are intended to be shared equally amongst the Developer and any other developers selected by the City in relation to the Redevelopment Plan.

2.6 Conditions Precedent to Developer Obligations. The obligations and commitments of the Developer under the terms of this Agreement shall be expressly contingent upon the approval by the Developer in its reasonable discretion of the form of the Indenture and the Obligation Ordinance governing the issuance and terms of payment of the Obligations.

**ARTICLE III.
OWNERSHIP OF PROPERTY INTERESTS**

3.1 Ownership and Acquisition of the Property. The Developer represents to the City that as of the date of this Agreement, Developer or a related entity has acquired fee title to all the Property required for the Redevelopment Project. The Developer shall have the right to encumber its interest in the Property.

**ARTICLE IV.
WORK AND REDEVELOPMENT PROJECT CONSTRUCTION**

4.1 Developer to Cause Construction of the Work. Developer shall commence and prosecute or cause commencement and prosecution of the construction of the Work in a good and workmanlike manner in accordance with the terms of this Agreement. Developer shall cause completion of the Work in accordance with the Construction Plans, the Concept Site Plan and the terms of this Agreement.

4.2 Construction Schedule. Developer shall commence and complete or cause commencement and completion of each of its obligations under this Agreement with respect to the construction and completion of the Redevelopment Project in accordance with the following schedule (on or before specific dates), as set forth in the following table.

<u>Activity</u>	<u>Timeframe</u>
Submit Notice of Commencement of Construction for Phase II	No later than December 31, 2024
Submit Certificate of Substantial Completion for Phase II	No later than December 31, 2026

- 4.2.1 Commencement of construction will be deemed to have occurred when the necessary site work to prepare that portion of RPA-2 for construction of Phase II begins.
- 4.2.2 Upon written request from the City, which may take the form of an email, and no more than one time per quarter, Developer shall provide the City with updates detailing Developer's efforts to market RPA-2 and close on the sale or lease of portions of the Property in furtherance of the Redevelopment Project.
- 4.2.3 Except as set forth in **Subsection 4.2.4** hereof, the above schedule and proposed timing of commencement and completion of Phase II is subject to Force Majeure and extension pursuant to **Section 10.3** hereof, and, as a result, may be delayed. The Developer may request amendments to the above schedule per **Section 4.7** hereof.

- 4.2.4 Notwithstanding anything herein to the contrary, in the event the Developer fails to provide a Notice of Commencement of Construction for Phase II by December 31, 2024, the City may exercise all remedies available to it under **Section 9.2** and **ARTICLE X** hereof.

4.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri. Notwithstanding anything to the contrary in this Agreement, the Developer must comply with all land use processes and shall obtain any and all Governmental Approvals required in order to construct and complete the Redevelopment Project. Nothing in this Agreement shall be deemed the City's consent or approval of any Governmental Approvals or construction requirements. Notwithstanding anything to the contrary, the City shall have the right to review and confirm any proposed land use for any portion of the Redevelopment Area and Redevelopment Project.

4.4 Construction Contracts; Insurance. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. All construction contracts entered into by or on behalf of the Developer, after the date of this Agreement, shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work.

4.5 Competitive Bids; Prevailing Wage; Federal Work Authorization. The Developer shall comply with all applicable federal, State and local laws relating to the construction of the Redevelopment Project, including, but not limited to, Section 107.170 of the Revised Statutes of Missouri, as amended, and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof.

The Developer acknowledges that it must comply with Section 285.530 of the Revised Statutes of Missouri, as amended, regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the Redevelopment Project, to the extent the Developer is subject thereto. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, at the time of execution of this Agreement and, to the extent the Developer is subject thereto, has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

4.6 Construction Plans. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for the Redevelopment Project. The Developer shall submit Construction Plans for approval by the City's Building Commissioner (or the substantial equivalent of a Building Commissioner) or his or her designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in this Agreement. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA-2 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

4.7 Changes. During the progress of the Work, the Developer may make such reasonable changes to the construction-related provisions of this Agreement, including without limitation, modification of the construction schedule, including dates of commencement and completion of the Work (subject to the terms of **Section 4.2** hereof), modification of the areas in which the Work or portions thereof is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, occupants or purchasers of any real property located within the Redevelopment Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided, that (a) the Developer shall obtain or cause to be obtained all necessary Government Approvals and comply with all laws, regulations and ordinances of the City, and (b) the Developer shall obtain or cause to be obtained the City's advance written consent to any change which would, in the reasonable opinion of the Bond Counsel, result in such a change in the Redevelopment Project as (i) would require an invocation of the notice and hearing requirements of Section 99.825 of the TIF Act, or (ii) could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within RPA-2 to an amount less than ninety percent (90%) of the aggregate amount of TIF Revenues as projected in the Redevelopment Plan.

4.8 Notice of Commencement of Construction. The Developer shall furnish to the City a Notice of Commencement of Construction for Phase II in accordance with the schedule set forth in **Section 4.2** hereof. The Notice of Commencement of Construction shall be deemed accepted by the City upon receipt of the same.

4.9 Certificate of Substantial Completion. Promptly after Substantial Completion of Phase II in accordance with the provisions of this Agreement, the Developer shall furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within forty-five (45) Business Days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by the City unless, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion for Phase II, the City furnishes the Developer with specific written objections to the status of the Work for Phase II, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the City, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion, furnishes the Developer

with specific written objections to the status of the Work for Phase II, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the City in accordance with this Section. Upon acceptance of the Certificate of Substantial Completion by the City for Phase II, or upon the lapse of forty-five (45) Business Days after receipt by the City without any written objections thereto, the Developer may record a Certificate of Substantial Completion with the County Recorder of Deeds Office, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work required to complete Phase II.

4.10 Developer's Obligations Regarding the Work. Developer shall perform the Work directly, or cause the completion of the Work, pursuant to the terms and conditions set forth in this Agreement. Developer further agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to complete the Work, including all costs necessary to acquire ownership of the Property as further set forth herein. In addition, Developer covenants and agrees as follows:

- 4.10.1 To obtain or cause to be obtained any and all permits and licenses required by the City or the State of Missouri; to obtain or cause to be obtained all Government Approvals necessary to perform the Work under this Agreement; to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer under this Agreement.
- 4.10.2 To permit access to the Property owned by the Developer or a related entity and to all records and files pertaining to confirming completion of the Work to representatives of the City and their respective designees at all reasonable times for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of all aspects of the Work and verification of compliance with this Agreement or applicable law.
- 4.10.3 To complete or cause the completion of the Work in substantial conformity with this Agreement and the Redevelopment Plan.

ARTICLE V. FINANCING OF REDEVELOPMENT PROJECT COSTS

5.1 Obligation to Reimburse Developer. The City hereby agrees to reimburse the Developer for verified Reimbursable Redevelopment Project Costs from Available Revenues and in accordance with this Agreement and the TIF Act, and further agrees, subject to the terms of the Obligation Ordinance and this Agreement, to issue Obligations to reimburse Developer for such verified Reimbursable Redevelopment Project Costs up to the Maximum Amount, plus Issuance Costs, as generally set forth in the categories labeled on Exhibit F, attached hereto and incorporated herein by reference.

5.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Right to Substitute. Nothing in this Agreement shall obligate the City to issue Obligations to reimburse Developer for any cost that is not incurred pursuant to Section 99.820.1(1) of the TIF Act, or that does not qualify as a "redevelopment project cost" under Section 99.805(16) of the TIF Act.

- 5.2.1 The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs, satisfactory to the City; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within

forty-five (45) Business Days of the City's receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs and issue Notes or modify schedules attached to such Notes, as appropriate. The parties agree that each of the categories of costs set forth in Section 99.805(16) of the TIF Act constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for verified Reimbursable Redevelopment Project Costs for the Redevelopment Project up to the Maximum Amount plus Issuance Costs.

- 5.2.2 If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805(16) of the TIF Act, the City shall so notify the Developer in writing within the 45-day period referenced in **Subsection 5.2.1** hereof, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within forty-five (45) Business Days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

5.3 Developer's Private Financing. The City acknowledges that Developer has confirmed, to the reasonable satisfaction of the City, that Developer has a commitment to obtain private financing to complete the Redevelopment Project. In connection with such private financing to be provided by Lender, upon request by Lender, the City shall use its best efforts to approve and execute (i) a consent to collateral assignment in form and substance reasonably agreeable to all parties executing the same; and (ii) an estoppel agreement in form and substance reasonably agreeable to all parties executing the same.

ARTICLE VI. OBLIGATIONS

6.1 Conditions Precedent to Issuance of the Obligations. No Obligations shall be issued until such time as the City has received the following for Phase II for which Developer is requesting issuance of Obligations: (i) a Notice of Commencement of Construction; (ii) a Certificate of Reimbursable Redevelopment Project Costs evidencing payment of Reimbursable Redevelopment Project Costs, which the City has approved in accordance with this Agreement; (iii) written evidence that the Developer has closed that portion of its private financing necessary to complete construction of Phase II or otherwise has funding available to complete construction of Phase II; (iv) evidence that the Developer or a related entity has acquired all parcels of the Property, and/or interests therein, required for Phase II; (v) written evidence that at least \$500,000 in hard construction costs (which the Parties agree include but are not limited to demolition and grading costs) has been incurred; (vi) an opinion of Bond Counsel regarding the taxable nature of the Obligations; and (vii) such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this Section. Further, upon the issuance of any Notes, the Developer shall pay such costs incurred by the City, including Issuance Costs, as further set forth in **Section 2.5** hereof.

6.2 Issuance of the Obligations. Within ninety (90) Business Days of Developer's satisfaction of the conditions of **Section 6.1** hereof, unless the Parties mutually agree to another duration of time, the City agrees, pursuant to the Obligation Ordinance, to issue Notes to reimburse the Developer

for Reimbursable Redevelopment Project Costs (approved by the City pursuant to a Certificate of Reimbursable Redevelopment Project Costs) up to the Maximum Amount plus Issuance Costs as set forth on Exhibit F, attached hereto and incorporated herein by reference. Anything to the contrary herein notwithstanding, no Obligations shall be issued to or at the direction of Developer unless and until Developer has complied with all of the conditions precedent set forth in **Section 6.1** hereof.

6.3 Title of Notes. There will be issued one or more series of taxable Obligations in an aggregate principal up to the Maximum Amount plus Issuance Costs and one or more series of tax-exempt Obligations in an aggregate principal amount not to exceed the Maximum Obligation plus Issuance Costs less the aggregate principal amount of taxable Obligations. The taxable Obligations will be designated “Taxable Tax Increment Revenue Notes (Chesterfield Regional Redevelopment Project – RPA-2)”. Tax-exempt Obligations shall be designated “Tax-Exempt Tax Increment Revenue Notes (Chesterfield Regional Redevelopment Project – RPA-2)”. The Obligations may have such further appropriate particular designation added to or incorporated in such title for the Obligations of any particular series as the City may determine.

6.4 Term; Interest Rate; Maturity of the Notes. The Notes shall bear interest at a fixed rate per annum equal to (i) 8% if the interest on the Notes, in the opinion of Bond Counsel, is not exempt from federal income taxation (the “**Taxable Rate**”), or (ii) 6.5% if the interest on the Notes, in the opinion of Bond Counsel, is exempt from federal income taxation (the “**Tax-Exempt Rate**”); provided, however, that the City and the Developer may agree to such other interest rates as set forth in the Obligation Ordinance. The Notes shall have a stated maturity equal to the longest period permissible under the TIF Act. Interest accrued but not paid shall be added to principal and shall be compounded semi-annually. The Outstanding principal amount of the Notes shall be paid to the extent of Available Revenues in the Special Allocation Fund, after payment of interest.

6.5 Procedures for Issuance of the Notes. The initial principal amount of the Notes shall not be less than \$500,000. Following acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs, the City shall issue, subject to the limitations of **ARTICLE VI** hereof, endorsements to the Notes evidencing additional advances for the reimbursement of Reimbursable Redevelopment Project Costs (“**Construction Advances**”). Notwithstanding anything herein to the contrary, after the initial issuance of the Notes, the Notes may not be additionally endorsed more than once per calendar quarter. In lieu of endorsements to the Notes, the City agrees at Developer’s request to issue additional Notes in denominations of \$100,000 or any integral multiple of \$0.01 in excess thereof, or more to evidence the City’s obligation to pay such additional advances of Reimbursable Redevelopment Project Costs (“**Additional Notes**”). Construction Advances or Additional Notes shall be issued no more than once every calendar quarter, commencing on the 15th Business Day of the first month of the calendar quarter following the date on which the City is first obligated to issue Notes hereunder and then on the same day of every calendar quarter thereafter until all such Construction Advances or Additional Notes as are required by this Agreement have been advanced or issued.

6.5.1 After the initial issuance of a Note, if the City accepts a Certificate of Reimbursable Redevelopment Project Costs within thirty (30) Business Days after submission by the Developer, the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the date that the City accepts the Certificate of Reimbursable Redevelopment Project Costs. If the City accepts the Certificate of Reimbursable Redevelopment Project Costs more than thirty (30) Business Days after submission by Developer (or rejects it more than thirty (30) Business Days after submission by Developer and provides the Developer the right to identify and substitute eligible Reimbursable Redevelopment Project Costs in accordance with this Agreement), the resulting

Construction Advance or Additional Notes shall be deemed to have been issued on the thirty-first (31st) Business Day after submission of the Certificate of Reimbursable Redevelopment Project Costs by the Developer.

- 6.5.2 Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of Construction Advances or Additional Notes as provided in **Section 6.5** hereof, the Developer shall be deemed to have advanced funds necessary to purchase such Notes and the City shall be deemed to have deposited such funds into a project fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in a project fund from time to time.

6.6 Abatement of Interest if Completion is Delayed. If the Developer fails to submit any Certificate of Substantial Completion in accordance with the schedule set forth in **Section 4.2** hereof, as such time may be amended pursuant to this Agreement, interest shall cease to accrue on any Outstanding Notes related to such incomplete Phase II from the time of such performance default until such time as the default is cured. If the City timely delivers notice of objections or deficiencies to the Developer as required under **Section 4.9** hereof, the Developer shall have such remedies as set forth in that section or shall be in default, such that interest shall abate from the time any applicable cure period has expired. In no event shall any such abated interest be recovered by or accrue to the benefit of the Developer or other holder of the Notes.

6.7 Special Mandatory Redemption of Notes. The Notes shall be subject to special mandatory redemption by the City in an amount equal to all Available Revenues in whole at any time or in part on each April 1 and October 1 (each, a “**Payment Date**”), at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

6.8 Issuance of Bonds. The City may, at its discretion, issue Bonds at any time prior to the City’s acceptance of a Certificate of Substantial Completion for Phase II in an amount sufficient to refund all or a portion of the Outstanding Obligations. Subject to **Section 5.2** hereof, upon receipt of a written request by the Developer and subsequent to the City’s acceptance of a Certificate of Substantial Completion for Phase II, the City shall use its best efforts to issue Bonds in an amount sufficient to refund an amount up to and not to exceed the Maximum Amount plus Issuance Costs in Outstanding Obligations; provided, however that the City has received a recommendation of the Underwriter to issue the Bonds based on the criteria set forth in **Section 6.10** hereof and recommendations of the principal amount thereof. The City shall not be obligated to issue or cause to be issued such Bonds unless the Underwriter determines that all of the criteria in **Section 6.10** hereof are satisfied as of the date of issuance of such Bonds, unless such criteria are waived by the Underwriter. The Developer shall pay all costs associated with the issuance of Bonds, or any other obligations issued by the City to the Developer or related party or affiliate pursuant to the terms of this Agreement, including its own costs and expenses and attorneys’ fees and expenses that the Developer may incur in complying with this Section. Notwithstanding anything in this Agreement to the contrary, unless consented to by the Developer, Bonds will not be issued until Notes in the amount of the Maximum Amount plus Issuance Costs have been issued to the Developer.

6.9 Subordination. In the event that the Bonds issued pursuant to **Section 6.8** hereof are insufficient to fully refund the Notes Outstanding for the Redevelopment Project, any Notes that are not refunded shall be payable as to principal and interest according to the terms set forth in the Indenture, which may require subordination of such Notes.

6.10 Criteria for Issuance of Bonds. The Underwriter's recommendation for issuance of Bonds and the principal amounts thereof shall be based on the reasonably prudent application of the following criteria:

- 6.10.1 Acceptance by the City of a Certificate of Substantial Completion for Phase II; and
- 6.10.2 Determination that the Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the Outstanding Obligations to be redeemed, assuming an 8% interest rate on taxable Notes and a 6.5% interest rate on tax-exempt Notes.

6.11 Cooperation in Issuance of Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, and Underwriter in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the Obligations, including disclosure of tenants or other users of the Property and the non-financial terms of the leases and other agreements between the Developer and such tenants or users and sufficient detailed information on Reimbursable Redevelopment Costs to enable Bond Counsel to render a tax exemption opinion. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease, the sale price payable under any sale contract, or any proprietary or confidential financial information pertaining to the Developer, its tenants, buyers of land within RPA-2, or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer, to the extent authorized pursuant to its agreements with the necessary third parties, will provide such information to the Underwriter and its counsel to enable such parties to satisfy their due diligence obligations. The Developer further agrees to provide a closing certificate in form and substance acceptable to the Underwriter and Developer (which shall include a certification regarding the accuracy of the information in any offering document relating to the Developer or the Redevelopment Project) and shall cause its counsel to provide a legal opinion in form and substance reasonably acceptable to the Underwriter, if required by the Underwriter. In addition, the Developer further agrees to provide the following information necessary to enable the Underwriter of the Obligations to comply with Rule 15c2-12 of the Securities and Exchange Commission: all retail and commercial tenants of the Redevelopment Project, the square footage occupied by each such tenant and the purpose for which space is used by each retail tenant and the term of such lease, and certificate(s) of value for land sales. The Developer further agrees to provide customary closing certificates and opinions and take such other actions (including entering into an agreement to provide such information as is reasonably required to enable the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission) as may reasonably be required in connection with the marketing, sale and issuance of the Obligations. Such compliance obligations shall constitute a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

6.12 City to Select Underwriter; Term and Interest Rate. The City has the sole discretion to select the Underwriter, Bond Counsel, and Underwriter's counsel. The final maturity of the Obligations shall not exceed the maximum term permissible under the TIF Act. The Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

6.13 No Other Bonds or Uses of Available Revenues. The City shall not use or apply any Available Revenues to pay any "redevelopment costs" (as such term is defined in the TIF Act) other than the Reimbursable Redevelopment Project Costs.

ARTICLE VII.
SPECIAL ALLOCATION FUND AND APPLICATION OF AVAILABLE REVENUES

7.1 Special Allocation Fund. The City agrees to cause its Director of Finance or other financial officer or official to maintain the Special Allocation Fund, including an “RPA-2 PILOTs Sub-Account,” an “RPA-2 EATs Sub-Account,” and such further accounts or sub-accounts as are required by this Agreement, the Indenture, or as the Underwriter and Trustee may deem appropriate in connection with the administration of the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will, promptly upon receipt thereof, deposit all TIF Revenues into the Special Allocation Fund.

7.2 Application of Available Revenues.

7.2.1 Available Revenues on deposit in the Special Allocation Fund shall be applied to pay debt service on the Obligations in accordance with the terms of the Indenture. Obligations issued for the Redevelopment Project shall be secured by Available Revenues.

7.2.2 The parties to this Agreement acknowledge and agree that the Developer intends to seek the issuance of Notes up to the Maximum Amount plus Issuance Costs. If Notes issued to the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but also obligations relating to RPA-1 and/or RPA-3. Notwithstanding anything in this Agreement to the contrary, the Developer may notify the City that Notes issued to the Developer in an amount lower than the Maximum Amount plus Issuance Costs are acceptable and, in that circumstance, once Notes issued to the Developer in this lower amount are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but also obligations relating to RPA-1 and/or RPA-3.

7.2.3 Upon the payment in full of the principal of and interest on the Obligations and any obligations relating to RPA-1 and RPA-3, and payment of the fees, charges and expenses of the City, the Trustee and any Paying Agent, and any other amounts required to be paid under the Obligation Ordinance and the Indenture or any ordinance or trust indenture authorized in connection with any obligations relating to RPA-1 and RPA-3, all amounts remaining on deposit in the Special Allocation Fund shall be paid to the City for disposition pursuant to the TIF Act. Notwithstanding anything in this Agreement to the contrary, if all of the Notes held by the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, the City has full discretion on the application of Available Revenues in accordance with the TIF Act, this sentence shall also apply if the Developer notifies the City that Notes issued in a lower amount are acceptable, as described in subsection 7.2.2 hereof.

7.3 Certification of Base for PILOTs and EATs. Within sixty (60) calendar days after execution of this Agreement, Developer shall provide to the City or its authorized representative any documents necessary for the City or County Assessor to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within RPA-2 as of December 31, 2022; and (ii) information related to payment of economic activity

taxes, including utility taxes, by any businesses, owners or other occupants of RPA-2 in the calendar year ending 2021. Within ninety (90) calendar days after execution of this Agreement, subject to Force Majeure, the City shall provide to the Developer (i) a true, correct and complete copy of the County Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within RPA-2 based upon the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within RPA-2 as of the calendar year ending 2022; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within RPA-2 for the calendar year ending 2021, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to Section 67.1712.2 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, which are not subject to allocation pursuant to Section 99.845.3 of the TIF Act.

7.4 Limited Use of Available Revenues. The City hereby agrees for the term of this Agreement (so long as any Notes are Outstanding) to apply all Available Revenues, and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of Notes issued under this Agreement as provided in the Obligation Ordinance and this Agreement. The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are Outstanding a request for an appropriation of all moneys on deposit in the RPA-2 EATS Sub-Account of the Special Allocation Fund for application to the payment of the principal amount, premium, if any, and interest of the Notes. Except for a request by the Developer to amend the Obligation Ordinance to satisfy the requirements of its Lender, the Developer agrees not to challenge the legality, validity or enforceability of the Obligation Ordinance, the proceedings related thereto, or the structure or general applicability of the Available Revenues set forth herein.

7.5 Consent to Release of Sales Tax Information. If there are six or fewer businesses generating sales taxes, the Developer shall cause each business within RPA-2 to deliver (i) a consent to disclose the amount of sales taxes remitted to the Missouri Department of Revenue from taxable sales within RPA-2 and to allow the City to make public such information for the purposes of complying with reporting requirements contained in the TIF Act, calculating any portion of the TIF Revenues, and making certain disclosures associated with any public offering or private placement of Bonds, and (2) a certification of such business's taxable retail sales within RPA-2 for the purpose of calculating any portion of the TIF Revenues. Receipt of such consent shall be a prerequisite to the issuance of Bonds. Notwithstanding anything in this Section to the contrary, to the extent the Developer is unable to provide an aforementioned consent as described in this Section, the Developer may request a waiver of this obligation to provide a consent, wherein the Developer must also agree in writing to provide sufficient indemnifications to the City, as determined by the City Attorney, relating to the City's release of the information described in this Section.

Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to include within its calculation of any portion of the TIF Revenues the sales tax revenues generated from any business within RPA-2 that has not provided the above-described release or certification, but for which the Developer is required by this paragraph to cause to be provided. To the extent permitted by law, the City will not disclose the name of any business to which sales are attributable.

**ARTICLE VIII.
DETERMINATION OF TIF REVENUES**

8.1 Cooperation of the Parties. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement, and other information pertinent for payment of the Obligations.

8.2 Further Assistance. To further assist the City in calculating TIF Revenues, Developer or its successor(s) in interest as owner or owner(s) of the affected portion(s) of the Property shall use all reasonable efforts to:

- 8.2.1 Supply or cause to be promptly supplied to the City, copies of sales tax returns filed with Missouri Department of Revenue promptly after filing by "sellers" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Property; and
- 8.2.2 Supply or cause to be promptly supplied to the City, copies of monthly invoices received for utility services provided to the Property including, but not limited to electric, natural gas, and telephone services; and
- 8.2.3 Request any purchaser or transferee of real property and any lessee or other user of real property located within RPA-2 to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from RPA-2 to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Property).

Notwithstanding anything to the contrary herein, this Section does not apply to any Property used solely for residential for-sale uses. Further, Developer's inability to supply the above documentation, despite the Developer's best efforts, will not be a default under this Agreement.

8.3 Obligation to Report TIF Revenues. Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely furnish to the City such documentation as is required by **ARTICLE VIII** hereof and other applicable sections of this Agreement. So long as any Obligations are Outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

**ARTICLE IX.
RIGHT TO TERMINATE**

9.1 Developer's Right to Terminate. Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, Developer's obligation to commence or complete the Redevelopment Project, at any time prior to the delivery of a Certificate of Substantial Completion applicable to Phase II, the Developer may, by giving written notice to the City, abandon the Redevelopment Project as to Phase II and terminate this Agreement and the Developer's obligations hereunder as to the abandoned Phase II if the Developer determines, in its sole discretion, that Phase II is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse

the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer for the abandoned Phase II and any Notes issued in connection with the abandoned Phase II pursuant to this Agreement shall be deemed null, void, and canceled. Upon completion of Phase II, Developer may not abandon the completed Phase II nor terminate this Agreement as to the completed Phase II, and the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II, subject to the terms of **Section 9.2** hereof.

9.2 City's Right to Terminate. The City may terminate this Agreement if (a) on or before December 31, 2024, the Developer fails to submit its Notice of Commencement of Construction for Phase II; or (b) the Developer materially breaches any representation or warranty contained in this Agreement; or (c) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach as set forth in this Agreement. Upon termination of this Agreement for any reason, amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any Obligations issued in connection with this Agreement shall be deemed null, void and canceled; provided, however, that upon completion of Phase II, the Developer may not abandon the completed Phase II and neither the Developer nor the City may terminate this Agreement as to the completed Phase II, the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II.

ARTICLE X. NON-COMPLIANCE; EVENT OF DEFAULT; REMEDIES

10.1 General Non-Compliance. Except as is otherwise specifically addressed herein, in the event of any violation or breach of any covenant, agreement, restriction, or regulations contained in this Agreement or Redevelopment Plan by either of the Parties or their successors or assigns as the case may be, the non-breaching Party shall give written notice of such violation or breach and the breaching Party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching Party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof.

10.1.1 Except as otherwise provided in **Section 10.1.2** hereof, in the event any breach or violation remains uncured after thirty (30) calendar days (or in the event that said breach cannot be cured within thirty (30) calendar days and the breaching Party has stopped diligently pursuing the same as determined by the non-breaching Party) from the date of notice (an "**Event of Default**"), the breaching Party, for itself and its successors and assigns, agrees that the non-breaching Party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom; provided, however, that in no event shall the non-breaching Party be entitled to recover punitive or exemplary damages from the breaching Party. The Parties, their successors and assigns, further agree that the other Party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. Such legal proceedings, if against Developer, shall not affect the tax increment financing established in connection with this Agreement unless specifically provided for herein. The breaching Party at all times shall have the right to appeal to the

courts from any adverse decision so rendered prior to the effectiveness of any termination hereunder.

- 10.1.2 Notwithstanding any provision in this Agreement to the contrary, the remedies available under this Agreement arising from an Event of Default due to the Developer's failure to substantially complete Phase II in accordance with the terms of this Agreement shall be limited to the following exclusive and noncumulative remedies: the City may declare the Notes issued for Phase II null, void and cancelled and the Developer shall have no continuing obligation to complete Phase II and no continuing obligation to perform or comply with this Agreement.

10.2 Right to Cure Developer's Default. Lender shall have the same rights as Developer to cure the defaults of Developer under this Agreement. In addition, if Lender reasonably determines that it is necessary to own some or all of the Property in order to cure such default(s) of Developer under this Agreement, the period for Lender to cure such default(s) shall be extended for such period of time as shall reasonably be agreed to in writing between Lender and the City in order for Lender to foreclose on the Property (or any portion thereof) or otherwise acquire title to the Property (or any portion thereof).

10.3 Extensions of Time for Performance. Notwithstanding any provision of this Agreement to the contrary, neither Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of (and for the duration of) any delay caused by Force Majeure; provided, however, that (i) such event of Force Majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) calendar days of the commencement of such claimed event of Force Majeure. Developer shall, upon request, provide the City with reasonable evidence, acceptable to the City Administrator of the City or the City's legal counsel, substantiating any claim of Force Majeure. Further, in no event will an event of Force Majeure extend the times for performance by more than 24 months.

ARTICLE XI. SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

11.2 Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided that until Substantial Completion of the Work and Redevelopment Project, the rights, duties and obligations of the Developer under this Agreement to perform the Work and Redevelopment Project shall not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed upon a reasonable demonstration by Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and Redevelopment Project and perform the Developer's obligations under this Agreement, all in accordance with this Agreement.

Notwithstanding the foregoing, no such notice and approval or consent shall be required with respect to (a) the collateral assignments and pledges provided to Lender in connection with Developer's financing of the Redevelopment Project, (b) the assignment of any Phase or portion of any Phase of this Agreement or the obligations hereunder to any Permitted Assignee, (c) the sale or lease of the Property in the ordinary course of business if Developer's rights under this Agreement are not being assigned, or (d) any sale of any Property to be used solely as residential for-sale housing; provided, however, that for any assignment under (a) or (b) above, the Developer shall remain liable for the Substantial Completion of Phase II or portion thereof unless the City has given its prior written approval after demonstration of the Permitted Assignee's ability to complete such Phase II or portion thereof as set forth above, which approval shall not be unreasonably withheld, conditioned or delayed.

11.3 Assignment or Sale to Exempt Organization. Prior to any sale, transfer, or other disposition of all or any portion of the Property or any interest therein to an entity or organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all Obligations are paid in full or twenty-three (23) years from the date that the Approving Ordinances were adopted by the City. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

11.4 Notice to City of Transfer. Developer agrees to notify the City in writing of any sale, transfer, or other disposition of the Property or any interest therein as permitted by this **Section 11.2** hereof within thirty (30) calendar days after the date of said sale, transfer or other disposition; provided, however, no notice shall be required for any sale, transfer, or other disposition that relates to the sale of residential for-sale housing. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred, or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, no such notice shall be required with respect to the deed of trust and collateral assignments and pledges provided to Lender in connection with Developer's initial financing of the Redevelopment Project.

ARTICLE XII. RELEASE AND INDEMNIFICATION

12.1 Release and Indemnification. The indemnifications and covenants contained in **ARTICLE XII** hereof as set forth below shall survive termination or expiration of this Agreement and shall be binding obligations of Developer.

12.2 No Liability. Notwithstanding anything herein to the contrary, the City, and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance (including, but not limited to, the Approving Ordinances and the Obligation Ordinance) adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Developer are prevented from enjoying the rights and privileges hereof.

12.3 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During such time as Developer is the owner of Obligations, if a third party brings an action against the City, the Developer, or the City's or Developer's respective officials, officers, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project,

the Redevelopment Plan, the Obligations, or the ordinance approving this Agreement, Developer may (but shall not be obligated to), at its option, assume the defense of such claim or action with counsel of Developer's choosing, but Developer may not settle or compromise any claim or action for which Developer has assumed the defense without the prior written approval of the City, which approval will not be unreasonably withheld, conditioned, or delayed. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding; provided, Developer and its counsel shall consult with the City throughout the course of any such action and Developer shall pay all reasonable and necessary fees, expenses, and costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to this Agreement. This Section does not apply to any action pending as of the date of execution of this Agreement.

12.4 Release.

- 12.4.1 Developer releases from and covenants and agrees that the City and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify defend and hold harmless the City and its governing body members, officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property or construction of the Redevelopment Project, including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, expenses, and costs, except for those matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.
- 12.4.2 The City's governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Developer, or their officers, agents, servants or employees or any other person who may be about the Property or the Redevelopment Project except for matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.
- 12.4.3 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officials, officers, agents, servants or employees in their individual capacities.
- 12.4.4 No official, officer, employee or representative of the City shall be personally liable to Developer: (1) in the event of a default or breach by any Party under this Agreement, or (2) for any amount or any Obligations which may become due to any Party under the terms of this Agreement.

12.4.5 Developer releases from and covenants and agrees that the City's governing body members, officials, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify, defend and hold the City, and its governing body members, officials, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys fees, expenses, and costs incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the construction of the Work, (2) the negligence or willful misconduct Developer and their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Redevelopment Project, and (3) compliance by Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officials, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement.

ARTICLE XIII. MAINTENANCE OBLIGATIONS

13.1 Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon Substantial Completion of the Redevelopment Project and so long as any Obligations are Outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of Force Majeure), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

13.2 Maintenance of Public Improvements. The parties to this Agreement acknowledge, understand, and agree that none of the public improvements completed in or about the Property relating to the Redevelopment Project, will be conveyed to the City for maintenance. Further, that Developer will provide for the ongoing maintenance and repair of all public improvements completed in or about the Property relating to the Redevelopment Project. This obligation shall run with the land and shall be binding upon any owner of the real property of the Redevelopment Area. Notwithstanding anything in this Agreement to the contrary, this Section does not prohibit the City from accepting for maintenance any projects relating to the Special District.

ARTICLE XIV. NOTICE

14.1 Notice. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other or to Developer shall be in writing and shall be sufficiently given

or delivered if dispatched by certified United States first class mail, postage prepaid, sent via overnight delivery with confirmation receipt, or delivered personally:

In the case of the Developer to:

Wildhorse Village, LP
c/o Clayco, Inc.
7800 Forsyth Boulevard, Suite 300
Clayton, Missouri 63105
Attention: Jeffrey J. Tegethoff
Phone: (314) 429-5100
Email: tegethoffj@realcrg.com

With a copy to:

Husch Blackwell LLP
8001 Forsyth Boulevard, Suite 1500
Clayton, Missouri 63105
Attention: David G. Richardson
Phone: (314) 480-1500
Email: David.Richardson@huschblackwell.com

In the case of the City to:

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator
Phone: (636) 537-4711
Email: cityadministrator@chesterfield.mo.us

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert D. Klahr
Phone: (314) 552-6683
rklahr@atllp.com

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section. Notice shall be deemed given and received as of the date of personal delivery, overnight delivery, or as of the first day immediately following the date of receipt marked on the return card for registered or certified mail.

ARTICLE XV. GENERAL PROVISIONS

15.1 Inspection. The City may conduct such periodic inspections of the Work and Redevelopment Project as may be generally provided in the building code of the City. In addition, Developer shall allow other authorized representatives of the City access to the Work and Redevelopment

Project site from time to time upon reasonable advance notice prior to the completion of the Work and Redevelopment Project for reasonable inspection thereof. Developer shall also allow the City and their respective employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work and Redevelopment Project as the City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

15.2 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of State of Missouri for all purposes and intents.

15.3 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. The terms, conditions and provisions of this Agreement cannot be amended, modified or eliminated except by mutual agreement between Developer and the City, and their respective successors and assigns in a writing signed and executed by all Parties setting forth the terms of any such amendment or modification, and provided further, that any amendment in conflict with any provision of the Redevelopment Plan shall require the written approval of the City.

15.4 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

15.5 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

15.6 Representatives Not Personally Liable. No elected or appointed official, officer, agent, employee or representative of the City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

15.7 Federal Work Authorization Program. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, as amended, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, and that, to the extent that the employees of the Developer are working in connection with the Redevelopment Project, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as amended, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the Redevelopment Project. At the time of submission of each Certificate of Reimbursable Redevelopment Project Costs and each Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, with respect to the employees of the Developer working in connection with the Redevelopment Project, to the extent the Developer has any such employees.

15.8 Nondiscrimination. Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control on the Property or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. Developer further agrees that it shall cause a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Property.

15.9 Hazardous Substances. Developer agrees that it will comply or cause compliance with all laws, orders and regulations of any governmental authority regarding Hazardous Materials (as defined in this Section) which are applicable to its use of RPA-2. “**Hazardous Materials**” include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq. including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the laws, orders and regulations of any governmental authority relating to Hazardous Materials.

15.10 Compliance with Affirmative Action, Equal Opportunity and Non-Discrimination Laws and Regulations. In any contract for work in connection with the Work, Developer (which term shall include any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity which is a related entity to such entities), its contractors and subcontractors shall comply with all federal and state laws, ordinances or regulations governing equal opportunity and nondiscrimination.

15.11 Employment of City Officials, Officers, or Employees. In the acquisition, leasing, construction, rehabilitation and/or operation of the Work or the Redevelopment Project, Developer shall not knowingly employ or contract with any person who is a member of the governing body of the City, or is employed by any such political subdivision in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

15.12 Cooperation. The Parties to this Agreement agree to cooperate with the other Party in carrying out the Redevelopment Plan as the same applies to the Property, the Work, and the Redevelopment Project, with due diligence and will perform each and every act required of it under this Agreement.

15.13 Personal Liability. No official, officer, or employee of the City, or Developer shall be personally liable to the other Party or any successor in interest or assign of the other Party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

15.14 Enforcement of Agreement. The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

15.15 Recording of Agreement. Developer shall, within ten (10) Business Days of the execution of this Agreement, submit to the St. Louis County Recorder’s Office an original of this Agreement for recording, and the agreements and covenants contained herein shall be covenants running with the land.

15.16 Anti-Discrimination Against Israel Act. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict

economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE XVI. REPRESENTATIONS OF THE PARTIES

16.1 Representations of Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms. Except for a request to amend the Redevelopment Plan as may be necessary to comply with the provisions of this Agreement, the Developer agrees not to challenge the legality, validity or enforceability of the Redevelopment Plan or the proceedings related thereto.

16.2 Representations of City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

ARTICLE XVII. SPECIAL DISTRICT

17.1 Special District.

(a) The Developer hereby covenants and agrees to take all actions necessary to assist in the establishment of the Special District for all of the Property comprising RPA-2 and the implementation of the funding mechanism for the Special District, as described in **Article XVII** hereof, all in accordance with the Special District Act. The aforementioned shall include, but is not limited to, petitioning the City for the establishment of the Special District that includes all of the Property comprising RPA-2, in accordance with the Special District Act, and voting in favor of the funding mechanism for the Special District. In accordance with this Section, the Developer shall submit a petition to the City no later than thirty (30) calendar days from the date of this Agreement, requesting the establishment of the Special District (the “*Special District Petition*”). Notwithstanding anything in this Agreement to the contrary, Developer’s failure to submit the Special District Petition to the City as set forth in this Section by no later than thirty (30) calendar days from the date of this Agreement will constitute an Event of Default and will allow the City to terminate this Agreement in accordance with **Section 9.2** hereof; provided, however, that the Developer shall have the right to cure such Event of Default within ten (10) Business Days of receiving written notice from the City of such Event of Default. Notwithstanding anything in this Agreement to the contrary, the Developer’s Special District Petition may exclude the portions of the Property known as the Wildhorse Apartments and the AC Hotel by Marriott St. Louis Chesterfield.

(b) The Special District’s advisory board or commission, shall consist of 7 members who shall be selected by the City, and consented to by the governing body of the City. Two of the 7 members of the Special District’s advisory board or commission shall be designees of the Developer, the remaining 5 members shall be designees of the City.

(c) The Developer states that at the time of the execution of this Agreement, it has sold a portion of the Property to unrelated developers for the construction of residential properties. The

Developer states that it will use its best efforts to cause the aforementioned unrelated developers to (i) join in the Special District Petition, (ii) not object to the Special District Petition and the Special District, and (iii) vote in favor of the funding mechanism for the Special District. Further, in addition to recording a copy of this Agreement as described in **Section 15.15** hereof, the Developer will disclose the existence (or planned existence) of the Special District to any homeowners and residents within the Special District in a separate writing in a form to be approved by the City's legal counsel, and shall cause any unrelated developers to do the same.

(d) The Special District Petition shall comply with the requirements of the Special District Act and include, among other things, (a) description of the boundaries of the Special District as set forth in **Section 17.1(a)** hereof, (b) request that the Special District impose as its funding mechanism a tax upon the owners of real property within the Special District in an amount not to exceed eighty-five cents on the one-hundred-dollar assessed valuation, and (c) include the proposed uses to which the Special District Revenues may be put which shall include all qualified and allowable expenditures allowed under the Special District Act including, but not limited to:

- (i) maintenance, repair, and replacements of the Paved Lake Trail;
- (ii) maintenance, repair, and replacement of City accepted streets and on-street parking;
- (iii) maintenance, repair, and replacement of street lighting;
- (iv) maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- (v) security;
- (vi) legal, insurance, administration, and financial oversight; and
- (vii) all other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Developer and City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

“CITY”:

CITY OF CHESTERFIELD, MISSOURI

By: _____
Bob Nation, Mayor

ATTEST:

City Clerk

“DEVELOPER”:

WILDHORSE VILLAGE, LP

By: Wildhorse Village GP, LLC, its General Partner

By: _____
Jeffrey J. Tegethoff, Manager

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

On this day of April _____, 2023, before me appeared Bob Nation, to me personally known, who, being by me duly sworn, did say that said individual is the Mayor of the CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Printed Name: _____

(SEAL)

My Commission Expires:

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

On this ____ day of April, 2023, before me appeared Jeffrey J. Tegethoff, to me personally known, who, being by me duly sworn, did say that said individual is the Manager of Wildhorse Village GP, LLC the General Partner of WILDHORSE VILLAGE, LP, a Missouri limited partnership, and that such officer is authorized to sign the instrument on behalf of said entities, and acknowledged to me that such officer executed the within instrument as said entities free act and deed.

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

Notary Public

Printed Name: _____

(SEAL)

My Commission Expires:

EXHIBIT A – Notice of Commencement of Construction

FORM OF NOTICE OF COMMENCEMENT OF CONSTRUCTION OF PHASE II

The undersigned, being a duly authorized officer of Wildhorse Village, LP (the “Developer”), delivers this notice to the City of Chesterfield, Missouri (the “City”) in connection with the Redevelopment Agreement for RPA-2 dated as of [_____], 2023 (the “Agreement”) by and between the City and the Developer. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The undersigned hereby certifies as to the following:

1. All property within RPA-2 necessary for Phase II of the Redevelopment Project, has been acquired by Developer or a related entity in accordance with the Agreement.
2. An agreement with a contractor or contractors to complete [insert portion] of Phase II of the Redevelopment Project has been entered into.
3. All necessary financing to complete Phase II of the Redevelopment Project has been obtained or other funding is available.
4. This Notice of Commencement of Construction is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to commencement of construction of Phase II of the Redevelopment Project.

Executed by the Developer this ____ day of [_____].

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

EXHIBIT B – Certificate of Reimbursable Redevelopment Project Costs

**FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

To:

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

**Re: City of Chesterfield, Missouri, Chesterfield Regional Tax Increment Financing
Redevelopment Plan and Project, RPA-2**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement for RPA-2 dated as of [_____], 2023 (the “Agreement”), by and between the City and Wildhorse Village, LP, a Missouri limited partnership (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project and attached hereto are itemized invoices, receipts or other information evidencing such costs.

2. These Reimbursable Redevelopment Project Costs have been incurred or paid and are reimbursable under the Approving Ordinances and the Agreement.

3. With respect to Phase II, Reimbursable Redevelopment Project Costs of at least \$500,000 have been incurred.

4. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Obligation Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

7. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

8. If any cost item to be reimbursed under this Certificate of Reimbursable Redevelopment Project Costs is deemed not to constitute a “redevelopment project cost” within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

9. The costs to be reimbursed under this Certificate constitute advances qualified for tax-exempt Notes:

Yes: _____ No: _____

10. Attached to this Certificate of Reimbursable Redevelopment Project Costs is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

11. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this _____ day of _____, 20__.

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, 20__.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: _____
Title: _____

SCHEDULE 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:

EXHIBIT C – Certificate of Substantial Completion

**CERTIFICATE OF SUBSTANTIAL COMPLETION
OF PHASE II DELIVERED BY
WILDHORSE VILLAGE, LP**

The undersigned, WILDHORSE VILLAGE, LP, a Missouri limited partnership (the “Developer”), pursuant to that certain Redevelopment Agreement for RPA-2 dated as of [_____], 2023, by and between the City of Chesterfield, Missouri (the “City”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of _____, the construction of Phase II (as defined in the Agreement) has reached Substantial Completion in accordance with the Agreement.

2. That the Work has been performed in a workmanlike manner and lien waivers for applicable portions of the Work have been obtained.

3. This Certificate of Substantial Completion (this “Certificate”) is accompanied by the project engineer’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that such Work has been substantially completed in accordance with the Agreement.

4. This Certificate is being issued by the Developer to the City in accordance with **Section 4.9** of the Agreement to evidence satisfaction of all obligations and covenants with respect to the Work for Phase II.

5. The City’s acceptance below or the City’s failure to object in writing to this Certificate within thirty (30) Business Days of the City’s receipt of this Certificate (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) Business Day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct Phase II with respect to which this Certificate relates.

6. This Certificate shall be recorded in the office of the St. Louis County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

7. Attached to this Certificate is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20[___].

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

ACCEPTED:

City of Chesterfield, Missouri

By: _____
Name: _____
Title: _____

[Insert Notary Blocks]

Appendix A

Engineer's AIA Certificate of Substantial Completion

(Attached hereto.)

EXHIBIT D-1 – Legal Description of the Redevelopment Area

A tract of land being part of U.S. Surveys 123, 415, 2002 and 2031, in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of 405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.35 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.72 feet and a chord which bears North 13 degrees 54 minutes 00 seconds West, 816.57 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet to the west line of Parkview Terrace, thence crossing said road along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet continuing along said curve to the right having a radius of 919.00 feet with an arc length of 404.27 feet and a chord which bears South 72 degrees 17 minutes 22 seconds East, 401.02 feet; thence crossing said Wildhorse Creek Road, North 30 degrees 18 minutes 46 seconds East, 72.12 feet to the north right-of-way line of said Wild Horse Creek Road, said point also being located on the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said

prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet thence crossing said Wild Horse Creek Road, South 40 degrees 25 minutes 28 seconds West, 92.67 feet to the south right-of-way line of said road; thence along said right-of-way line the following , South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet South 58 degrees 25 minutes 45 seconds East, 164.17 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet and South 17 degrees 50 minutes 47 seconds East, 135.74 feet to the west right-of-way

line of Chesterfield Parkway West, variable width; thence crossing said Chesterfield Parkway West, South 60 degrees 32 minutes 41 seconds East, 73.31 feet to the east right-of-way line of said of Chesterfield Parkway West; thence along said east right-of-way line North 71 degrees 17 minutes 55 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following course and distances: South 69 degrees 05 minutes 52 seconds East, 32.21 feet; South 59 degrees 27 minutes 48 seconds East, 217.63 feet; South 33 degrees 54 minutes 58 seconds East, 563.21 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a curve to the left having a radius of 2,914.93 feet along said curve with an arc length of 539.15 feet and a chord which bears South 38 degrees 51 minutes 56 seconds East, 538.38 feet; South 44 degrees 50 minutes 03 seconds West, 10.00 feet to the beginning of a curve to the left having a radius of 2,924.93 feet; along said curve with an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 57 seconds East 297.66 feet; South 33 degrees 46 minutes 27 seconds East, 104.87 feet; South 49 degrees 20 minutes 14 seconds East, 99.00 feet; South 58 degrees 35 minutes 13 seconds East, 15.00 feet; North 10 degrees 39 minutes 06 seconds East, 54.56 feet to the beginning of a non-tangential curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 54 seconds East, 54.29 feet; South 37 degrees 50 minutes 04 seconds East, 51.79 feet; South 57 degrees 08 minutes 21 seconds East, 104.82 feet; South 57 degrees 06 minutes 50 seconds East, 362.80 feet and South 42 degrees 53 minutes 17 seconds East, 8.16 feet to its intersection with the western right-of-way of East Chesterfield Center as vacated by Book 8872, Page 2431, said point also being located on a non-tangential curve to the right having a radius of 61.00 feet; thence along the said western right-of-way line the following courses and distances: along said curve with an arc length of 31.10 feet and a chord which bears South 13 degrees 32 minutes 29 seconds West, 30.76 feet; South 28 degrees 09

minutes 05 seconds West, 126.11 feet; South 29 degrees 49 minutes 21 seconds West, 56.32 feet to the beginning of a curve to the left having a radius of 311.50 feet; along said curve with an arc length of 225.89 feet and a chord which bears South 09 degrees 22 minutes 11 seconds West, 220.97 feet; South 11 degrees 24 minutes 16 seconds East, 157.91 feet to the beginning of a curve to the right having a radius of 250.00 feet; along said curve with an arc length of 104.44 feet and a chord which bears South 00 degrees 33 minutes 49 seconds West, 103.68 feet and South 12 degrees 36 minutes 11 seconds West, 43.83 feet; thence

crossing said Chesterfield Center and along the south line of a tract of land as conveyed to Hp Chesterfield LLC by instrument recorded in Book 20786, Page 615 of above said records; an a curve to the left having a radius of 473.00 feet, an arc length of 208.18 feet and a chord which bears South 87 degrees 54 minutes 27 seconds East, 203.50 feet; to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 39 degrees 55 minutes 19 seconds West, 21.05 feet; South 34 degrees 26 minutes 44 seconds West, 108.95 feet; South 34 degrees 26 minutes 46 seconds West, 386.00 feet; South 23 degrees 32 minutes 25 seconds West, 181.58 feet; South 31 degrees 7 minutes 33 seconds West, 828.33 feet and South 85 degrees 40 minutes 34 seconds West, 26.89 feet to its intersection with the north right-of-way line of West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 50 minutes 32 seconds West, 332.74 feet; North 82 degrees 52 minutes 15 seconds West, 63.94 feet and South 86 degrees 44 minutes 25 seconds West, 35.95 feet to the southeastern corner of Lot C108 of above said Chesterfield Village Area "A" Phase One Plat One; thence along the eastern line of said Lot C108, North 02 degrees 24 minutes 16 seconds East, 153.50 feet to the northeastern corner of thereof; thence along the northern and east lines of Lots C108, and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following: North 52 degrees 55 minutes 44 seconds West, 837.00 feet; North 18 degrees 15 minutes 44 seconds West, 305.01 feet; North 64 degrees 15 minutes 19 seconds West, 41.67 feet to the beginning of a curve to the left having a radius of 432.37 feet; along said curve with an arc length of 106.59 feet and a chord which bears South 60 degrees 41 minutes 27 seconds West, 106.62 feet to the beginning of a curve to the left having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears 73 degrees 45 minutes 20 seconds West, 248.28 feet and North 84 degrees 41 minutes 22 seconds West, 14.47 feet to the eastern right-of-way line of said West Chesterfield Parkway, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 37.52 feet and a chord which bears North 03 degrees 53 minutes 50 seconds East, 37.51 feet and North 06 degrees 42 minutes 12 seconds East, 37.51 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, said point also being the

beginning of a curve to the right having a radius of 763.50 feet; along said right-of-way and said curve with an arc length of 3.77 feet and a chord which bears North 08 degrees 29 minutes 03 seconds East, 3.77 feet to the intersection of the prolongation of the north right-of-way line of Lydia Hill Drive, variable width; thence along said prolongation line and the north right-of-way line of Lydia Hill Drive, North 89 degrees 23 minutes 30 seconds West, 614.31 feet to its intersection with the east right-of-way line of Veterans Place, 50 feet wide; thence along said right-of way line and its direct northeasterly

prolongation, North 00 degrees 40 minutes 13 seconds East, 1,181.10 feet; thence departing said prolongation line, South 89 degrees 19 minutes 47 seconds East, 27.80 feet to the northeast corner of Main Circle Drive, variable width, said point also being located on a curve to the left having a radius of 20.00 feet; thence along said right-of-way line the following courses and distances: along last said curve with an arc length of 33.62 feet and a chord which bears South 16 degrees 55 minutes 20 seconds East, 29.80 feet; South 65 degrees 04 minutes 46 seconds East, 69.98 feet to the beginning of a curve to the left having a radius of 126.00 feet, an arc length of 29.36 feet and a chord which bears South 74 degrees 45 minutes 24 seconds East, 29.29 feet; South 78 degrees 25 minutes 56 seconds East, 158.93 feet to the beginning of a curve to the right having a radius of 184.00 feet, an arc length of 231.87 feet and a chord which bears South 42 degrees 19 minutes 54 seconds West, 216.83 feet to the southwestern corner of Lot 9 of Downtown Chesterfield - Plat One a subdivision according to the plat thereof as recorded in Plat Book 357, Page 185 of the above said records; thence long the southern line of Lot 9 and Lot 8 of Downtown Chesterfield - Plat One, South 79 degrees 56 minutes 27 seconds East, 277.79 feet to the southeastern corner of said Lot 8, said point also being located on the western right-of-way line of above said West Chesterfield Parkway; thence along said right-of-way line the following course and distances: North 10 degrees 04 minutes 06 seconds East, 219.45 feet; South 10 degrees 03 minutes 12 seconds West, 22.45 feet; North 10 degrees 03 minutes 12 seconds East, 22.45 feet; North 35 degrees 08 minutes 35 seconds West, 35.20 feet; North 80 degrees 08 minutes 45 seconds West, 15.00 feet and North 10 degrees 01 minute 02 seconds East, 3.50 feet; to the south right of way line of above said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve to the right an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a point of compound curvature having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 10,503,600 square feet or 241.129 acres, more or less.

EXHIBIT D-2 – Legal Description for RPA-2

A tract of land being part of U.S. Surveys 123, 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 southern corner of Adjusted Lot A of Wildhorse as recorded in Plat Book 367 Page 100 of the above said county records, also being on the north right of way line of Wild Horse Creek Road, variable width, being on a curve to the left having a radius of 991.00 feet; thence along the south line of said Adjusted Lot A, with said curve an arc distance of 121.49 feet, and a chord which bears North 56 degrees 09 minutes 42 seconds West, 121.42 feet to the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet; South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet and South 42 degrees 09 minutes 21 seconds West, 7.81 feet to the above said north right of way line of Wild Horse Creek Road, thence the following courses and distances along said north right of way line: North 49 degrees 45 minutes 24 seconds West, 44.62 feet to a curve to the right having a radius of 1,109.92 feet; along said curve an arc distance of 45.30 feet and a chord which bears North 48 degrees 35 minutes 15 seconds West, 45.29 feet; North 35 degrees 25 minutes 58 seconds West, 40.95 feet; North 44 degrees 10 minutes 42 seconds West, 120.77 feet to a curve to the left having a radius of 999.00 feet; along said curve an arc distance of 145.88 feet and a chord which bears North 48 degrees 21 minutes 42 seconds West, 145.75 feet; and South 50 degrees 09 minutes 41 seconds West, 8.20 feet to the POINT OF BEGINNING.

Containing 664,287 square feet or 15.250 acres, more or less.

And

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

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of

405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.37 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.69 feet and a chord which bears North 13 degrees 54 minutes 04 seconds West, 816.55 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet; continuing along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet, to a curve to the right having a radius of 919.00 feet; along said curve an arc distance of 444.54 feet and a chord which bears South 71 degrees 02 minutes 03 seconds East, 440.22 feet to a compound curve to the right having a radius of 1,098.00 feet; along said curve an arc distance of 170.98 feet and a chord which bears South 51 degrees 20 minutes 36 seconds East, 170.81 feet; South 00 degrees 43 minutes 13 seconds West, 4.66 feet; South 44 degrees 16 minutes 55 seconds East, 216.96 feet; South 33 degrees 41 minutes 57 seconds East, 12.47 feet to a curve to the left having a radius of 2,917.00 feet; along said curve an arc distance of 39.59 feet and a chord which bears South 48 degrees 37 minutes 01 second East, 39.59 feet; South 49 degrees 00 minutes 20 seconds East, 14.56 feet to a curve to the right having a radius of 90.00 feet; along said curve an arc distance of 9.51 feet and a chord which bears South 45 degrees 58 minutes 48 seconds East, 9.50 feet; South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to a curve to the left having a radius of 1,959.86 feet; along said curve an arc distance of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet; South 58 degrees 25 minutes 45 seconds East, 164.17 feet to a curve to the left having a radius of 1,959.86 feet; and along said curve an arc distance of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet, to the west right of way line of Chesterfield Parkway West, variable width; thence the following courses and distances along said west right of way line: South 17 degrees 50 minutes 47 seconds East, 135.74 feet to a curve to the left having a radius of 1,186.50 feet; along said curve an arc distance of 147.63 feet and a chord which bears South 20 degrees 47 minutes 02 seconds West, 147.53 feet to a compound curve to the left having a radius of 1,111.48 feet; along said curve an arc distance of 118.41 feet and a chord which bears South 20 degrees 12 minutes 06 seconds West, 118.36 feet, to a compound curve to the left having a radius of 1,198.50 feet; along said curve an arc distance of 32.18 feet and a chord which bears South 10 degrees 47 minutes 26 seconds West, 32.18 feet; South 10 degrees 03 minutes 12 seconds West, 183.22 feet to a curve to the right having a radius of 45.00 feet; along said curve an arc distance of 33.64 feet and a chord which bears South 11 degrees 21 minutes 48 seconds East, 32.86 feet; South 10 degrees 03 minutes 12 seconds West, 773.91 feet; South 16 degrees 05 minutes 44 seconds West, 114.01 feet; South 10 degrees 03 minutes 12 seconds West, 94.07 feet to a curve to the right having a radius of 197.50 feet; along said curve to the right an arc distance of 32.29 feet and a chord which bears South 14 degrees 44 minutes 13 seconds West, 32.25 feet to a compound curve to the right having a radius of 47.50 feet; and along said curve an arc length of 62.88 feet and a chord which bears South 57 degrees 20 minutes 29

seconds West, 58.38 feet, to the north right of way line of above said Burkhardt Place; thence crossing Burkhardt Place, South 07 degrees 02 minutes 44 seconds East, 59.71 feet to the south right of way line of said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said south right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a compound curve having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 3,598,381 square feet or 82.607 acres, more or less.

EXHIBIT E – Concept Site Plan for RPA-2

(Attached hereto.)

EXHIBIT F – Redevelopment Project Costs

The amounts set forth herein represent the maximum type of incurred or paid cost for which Developer can be reimbursed for Phase II, subject to the Maximum Amount and as set forth in the Agreement.

<u>Category</u>	<u>Amount</u>
Soft Costs/Acquisition	\$ 3,500,000
Hard Costs	<u>\$ 21,500,000</u>
Total:	\$ 25,000,000

The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

EXHIBIT G – Map of Redevelopment Area

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2 BY AND BETWEEN THE CITY AND WILDHORSE VILLAGE, LP; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of Chesterfield, Missouri (the “City”), is a political subdivision duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” (referred to herein as the “Redevelopment Area,” and as further defined in the herein-defined Redevelopment Agreement); and

WHEREAS, on October 12, 2022 in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area; and

WHEREAS, on November 4, 2022, in response to the City’s request for development proposals, Wildhorse Village, LP (the “Developer”) presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer for a portion of the Redevelopment Area (the “Redevelopment Proposal”); and

WHEREAS, on November 21, 2022, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “Redevelopment Plan”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; (iii) approving RPA-2, as described in the Redevelopment Plan, as a “redevelopment project area” (“RPA-2”); (iv) approving the redevelopment project for RPA-2 as described in the Redevelopment Plan (the “Redevelopment Project”); (v) adopting tax increment financing with respect to the RPA-2; and

ARMSTRONG TEASDALE LLP
DRAFT DATED. 3.2.23

(vi) establishing the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “Special Allocation Fund”); and

WHEREAS, on December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217 designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2, adopting tax increment financing within the Redevelopment Area and establishing the Special Allocation Fund; and

WHEREAS, on December 14, 2022, the City Council adopted Ordinance No. 3218 affirming adoption of the Redevelopment Area, the Redevelopment Plan, RPA-2 and the Redevelopment Project for RPA-2, designating the Developer as developer of RPA-2, and authorizing the City to enter into agreements in furtherance of Ordinance No. 3217; and

WHEREAS, the City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and entering into the Redevelopment Agreement for Chesterfield Regional Area RPA-2 (the “Redevelopment Agreement”) by and between the City and Developer are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan; and

WHEREAS, the City desires to assist in the redevelopment of the Redevelopment Area by authorizing and approving the Redevelopment Agreement.

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

Section 1. The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Redevelopment Agreement by and between the City and the Developer. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Redevelopment Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor as shown by the Mayor’s execution of the Redevelopment Agreement.

Section 2. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized and in the

Redevelopment Agreement, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 4. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the Redevelopment Agreement approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

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

FIRST READING HELD: 3/20/2023

EXHIBIT A

Redevelopment Agreement

(On File with City Clerk)

REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2

by and between the

CITY OF CHESTERFIELD, MISSOURI

and

WILDHORSE VILLAGE, LP

dated as of

[_____], 2023

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- EXHIBIT D-2 – Legal Description of RPA-2 and Map of RPA-2
- EXHIBIT E – Concept Site Plan for RPA-2
- EXHIBIT F – Redevelopment Project Costs
- EXHIBIT G – Map of Redevelopment Area

REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2

THIS REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2 (as further defined herein, this “**Agreement**”) is made and entered into as of this [____ day of _____, 2023], by and between the **CITY OF CHESTERFIELD, MISSOURI** (as further defined herein, the “**City**”), an incorporated political subdivision of the State of Missouri, and **WILDHORSE VILLAGE, LP**, a Missouri limited partnership (as further defined herein, the “**Developer**”). The City and the Developer may each be referred to herein as a “**Party**”, and collectively as the “**Parties**”.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article I of this Agreement.

RECITALS

A. The City Council of the City (the “**City Council**”) duly formed the Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “**TIF Commission**”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”), and empowered the TIF Commission to conduct business and exercise its powers as authorized by the TIF Act.

B. The City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” as legally described on Exhibit D-1 attached hereto and incorporated herein by reference, and as depicted on Exhibit G, attached hereto and incorporated herein by reference (the “**Redevelopment Area**”).

C. On October 12, 2022 in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area.

D. On November 4, 2022, in response to the City’s request for development proposals, the Developer presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer of the portion of the Redevelopment Area described therein (the “**Redevelopment Proposal**”).

E. On November 21, 2022, following a public hearing that was commenced on November 1, 2022 and closed on November 21, 2022, in accordance with the TIF Act, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “**Redevelopment Plan**”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; (iii) approving RPA-2, as described in the Redevelopment Plan, as a “redevelopment project area” (“**RPA-2**”); (iv) approving the redevelopment project for RPA-2 as described in the Redevelopment Plan (the “**Redevelopment Project**”); (v) adopting tax increment financing with respect to the RPA-2; and (vi) establishing the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “**Special Allocation Fund**”).

F. On December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217 designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2, adopting tax increment financing within the Redevelopment Area and establishing the Special Allocation Fund.

G. On December 14, 2022, the City Council adopted Ordinance No. 3218 affirming adoption of the Redevelopment Area, the Redevelopment Plan, RPA-2 and the Redevelopment Project for RPA-2, designating the Developer as developer of RPA-2, and authorizing the City to enter into certain agreements in furtherance of the aforementioned.

H. The City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

I. Pursuant to provisions of the TIF Act and Ordinances No. 3217 and 3218, the City is authorized to enter into this Agreement, to issue Obligations as evidence of the City’s obligation to reimburse certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge Available Revenues to the payment of the Obligations issued to reimburse such Redevelopment Project Costs, as further set forth herein.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“**Agreement**” means this Redevelopment Agreement for Chesterfield Regional Area RPA-2, as the same may be from time to time modified, amended or supplemented in writing by the Parties as further set forth in **Section 15.3** of this Agreement.

“**Approved Site Plan**” means the site plan or site plans reflecting one or more portions of the Work and the Redevelopment Project approved by all entities required to approve a site plan pursuant to all applicable laws, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the City’s Code.

“**Approving Ordinance**” means Ordinance No. [3417] adopted by the City Council, among other things, designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2 as described in the Redevelopment Plan, adopting tax increment financing within the Redevelopment Area and establishing the Special Allocation Fund.

“**Available Revenues**” means all monies on deposit from time to time (including investment earnings thereon) in: (a) the RPA-2 PILOTS Sub-Account; (b) subject to annual appropriation, the RPA-2 EATS Sub-Account; and (c) any other account of the Special Allocation Fund into which monies that have been appropriated to the repayment of Obligations have been deposited, excluding, however, (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum, (iii) any revenues generated by the real property tax levied

by the applicable Fire District that will be used to fund emergency services pursuant to Section 99.848 of the TIF Act, (iv) Fire District Revenues, and (v) School District Revenues.

“**Bond Counsel**” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“**Bonds**” means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable Missouri law.

“**Business Day**” means any day other than a Saturday, Sunday, or holiday on which the offices of the City are scheduled in the normal course of its operations to be open to the public for conduct of its regularly-scheduled operations.

“**Certificate of Reimbursable Redevelopment Project Costs**” means a document substantially in the form of Exhibit B, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs.

“**Certificate of Substantial Completion**” means, for Phase II, a document substantially in the form of Exhibit C, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing, upon the City’s acceptance thereof, the Developer’s satisfaction of all obligations and covenants to construct or cause construction of Phase II, in accordance with the Redevelopment Plan and this Agreement.

“**City**” means the City of Chesterfield, Missouri, an incorporated political subdivision of the State of Missouri.

“**City Council**” means the City Council of the City.

“**Code**” means the Code of Ordinances of the City of Chesterfield, County of St. Louis, State of Missouri.

“**Concept Site Plan**” means that site development plan prepared at the direction of Developer attached hereto as Exhibit E, which depicts the conceptual program for the Work and the Redevelopment Project as contemplated to be constructed in accordance with the Redevelopment Plan and this Agreement as may be amended from time to time and as finally approved by the City pursuant to its zoning and subdivision codes; provided, the Developer shall neither submit a site development plan to the City for approval nor shall the Concept Site Plan approved by the City be amended if such site development plan or amendment would in the opinion of Bond Counsel, constitute such a change to the Redevelopment Plan or Redevelopment Project as would require compliance with the notice and hearing procedures of Section 99.825 of the TIF Act, or as further set forth in **Section 4.7** hereof.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

“**County Assessor**” means the Assessor of St. Louis County, Missouri.

“**Developer**” means Wildhorse Village, LP, a Missouri limited partnership, or its permitted successors or assigns in interest.

“**Economic Activity Taxes**” or “**EATs**” shall have the meaning ascribed to such term in Section 99.805.(4) of the TIF Act, and shall be subject to annual appropriation as provided in the TIF Act.

“**Fire District Revenues**” shall mean any money captured pursuant to the TIF Act and the Fire District Reimbursement Agreement by and between the City and the Monarch Fire District.

“**Force Majeure**” means an event of any delay including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; unusually restrictive government regulations; wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; unavailability and disruption in supply chain beyond the parties’ reasonable control; acts of God; pandemics; unusually adverse weather or wet soil conditions; or other like causes beyond the parties’ reasonable control, including without limitation, eminent domain proceedings, extraordinary market conditions or any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Obligations or this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties agree that as of the date of this Agreement, no event of Force Majeure exists.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or other similar approvals required for the implementation of the Redevelopment Project.

“**IDA**” means The Industrial Development Authority of the County of St. Louis, Missouri, or another issuer of municipal bonds acceptable to the City and the Developer.

“**Indenture**” means one or more trust indentures in the form and substance mutually agreed to by the Parties, relating to the issuance by the City or the IDA of the Obligations and as approved by the Obligation Ordinance.

“**Issuance Costs**” means all costs reasonably incurred by the City or Developer in furtherance of the issuance of Obligations including, but not limited to, all fees and expenses of consultants, the City’s attorneys (including issuer’s counsel, Bond Counsel and the City’s usual legal counsel), the City’s administrative fees and expenses (including fees and costs of planning consultants), the Underwriter’s discounts and fees, the Underwriter’s legal fees, trustee’s fees, other Underwriters’ discounts and fees, if any, the costs of printing any Obligations and any official statements or offering statements relating thereto, the costs of any credit enhancement (so long as the cost thereof does not reduce net proceeds), interest, debt service reserves and the fees of any rating agency rating any Obligations.

“**Lender**” means the Developer’s lender or lenders.

“**Maximum Amount**” means \$25,000,000, as further set forth on Exhibit F, attached hereto and incorporated herein by reference.

“**Notes**” means any tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Obligation Ordinance to evidence the City’s limited obligation to repay Reimbursable Redevelopment Project Costs in accordance with the TIF Act and this Agreement.

“Notice of Commencement of Construction” means, for Phase II, a document substantially in the form of Exhibit A, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of Phase II.

“Obligation Ordinance” means an ordinance in form and substance mutually agreed to by the Parties and adopted by the City Council authorizing the Indenture, the Obligations and all related ordinances, resolutions and proceedings.

“Obligations” means the Notes, the Bonds, or any combination thereof.

“Outstanding” means, as of a particular date, all Obligations theretofore authenticated and delivered under this Agreement, the Obligation Ordinance, or any Indenture except:

- (a) Obligations cancelled or delivered for cancellation;
- (b) Obligations which are deemed to have been paid;
- (c) Obligations alleged to have been mutilated, destroyed, lost or stolen; and
- (d) Obligations in exchange for or in lieu of which other Obligations have been authenticated and delivered pursuant to this Agreement, the Obligation Ordinance, or any Indenture.

“Payments in Lieu of Taxes” or **“PILOTS”** shall have the meaning ascribed to such term in Section 99.805.(11) of the TIF Act.

“Permitted Assignee” means any party or entity under common ownership or management as the Developer.

“Phase” means one or more phases of the Redevelopment Project, each as defined herein and further depicted on the Concept Site Plan.

“Phase I” means the construction of approximately 238,443 square feet of building space, approximately 625 parking spaces, approximately 27,275 square feet of retail space, and approximately 188 apartment units.

“Phase II” means the construction of surface parking and a structured parking garage containing approximately 500 parking spaces, of which at least 300 parking spaces thereof shall be designated as for shared public use, and improvements, and infrastructure related thereto.

“Preliminary Funding Agreement” means that certain Amended and Restated Preliminary Funding Agreement entered into as of August 17, 2021, as may be modified, amended, or supplemented from time to time, by and among the City, TSG Downtown Chesterfield Redevelopment, and Developer pursuant to which the Developer has deposited with the City the amount of [\$125,000.00] as of the date of this Agreement.

“Privately-Placed Notes” means any Notes that are sold through a placement agent to a party other than the Developer or any entity related thereto.

“Property” means all interests in the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or

similar interests) and existing improvements in RPA-2 necessary for completion of the Work and Redevelopment Project.

“Redevelopment Area” means the real property legally described in Exhibit D-1, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project dated [October 21], 2022, as amended, approved by the City pursuant to the Approving Ordinance, and as such Redevelopment Plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” means that portion of the redevelopment project to be undertaken within RPA-2, identified herein as Phase II.

“Redevelopment Project Costs” shall have the meaning ascribed to such term in Section 99.805.(16) of the TIF Act and as further set forth on Exhibit F.

“Redevelopment Proposal” means the document on file with the City and incorporated herein by reference, titled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” dated November 4, 2022, and submitted by the Developer to the City.

“Reimbursable Redevelopment Project Costs” means the Redevelopment Project Costs for which the Developer is eligible for reimbursement under the TIF Act and as contemplated by this Agreement, up to an amount equal to the Maximum Amount, plus Issuance Costs, which are limited to Redevelopment Project Costs relating to Phase II.

“Relocation Policy” means Ordinance No. 955 of the City.

“RPA-2” means that portion of the Redevelopment Area in which the Redevelopment Project will be constructed, as further legally described and depicted on Exhibit D-2, attached hereto and incorporated herein by reference.

“RPA-2 EATS Sub-Account” means a subaccount of the Special Allocation Fund into which at least fifty percent (50%) of EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

“RPA-2 PILOTs Sub-Account” means a subaccount of the Special Allocation Fund into which the PILOTs from RPA-2 shall be deposited as set forth in Section [99.845.3] of the TIF Act and as further described herein and in any Indenture.

“School District Revenues” shall mean any money captured pursuant to the TIF Act, the Rockwood School District Reimbursement Agreement by and between the City and the Rockwood School District, and the Parkway School District Reimbursement Agreement by and between the City and the Parkway School District.

“Special Allocation Fund” means the “Chesterfield Regional Special Allocation Fund – RPA-2” created by the Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.

“**Special District**” means the special business district that may be established by the City, in accordance with the Special District Act and this Agreement.

“**Special District Act**” means Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended.

“**Special District Revenues**” means revenues of the Special District, imposed and collected in accordance with the Special District Act.

“**State**” means the State of Missouri.

“**Substantial Completion**” means the substantial completion of construction of Phase II (as may be amended from time to time).

“**TIF Act**” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

“**TIF Commission**” means the Tax Increment Financing Commission of the City of Chesterfield, Missouri.

“**TIF Revenues**” means, collectively, Payments in Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes.

“**Trustee**” means the trustee or fiscal agent for any issue of Obligations under the Indenture.

“**Underwriter**” means any financial officer, placement agent, and/or underwriter selected by the City.

“**Work**” means all work necessary to prepare RPA-2 to construct or cause the construction and completion of the Redevelopment Project, which may include, but not be limited to: property acquisition; demolition and removal of existing buildings, structures and other improvements within RPA-2; site preparation, including clearing and grading of portions of RPA-2; construction of the parking fields, and screening and site landscaping; construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation existing buildings, surrounding roads, sidewalks, utilities and installation of lighting; environmental remediation; and all other work described in or otherwise contemplated by the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II. ACCEPTANCE OF REDEVELOPMENT PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer, and the Developer hereby agrees to perform or otherwise cause to be performed the Work and the construction of the Redevelopment Project within RPA-2 in general accordance with Governmental Approvals, the Redevelopment Plan, and this Agreement.

2.2 Governing Documents. The terms and provisions of the Redevelopment Plan, as may be amended from time to time, are fully incorporated herein by reference. The Parties agree that the Developer shall, subject to **Section 9.1** and **Section 9.2** herein, complete or cause the completion of the Work and the Redevelopment Project in accordance with this Agreement, provided, however, that the same does not violate or contravene the provisions of the Redevelopment Plan.

2.3 Purpose. The Parties hereby mutually acknowledge that the goal of the Parties in entering into this Agreement is to cause the completion of the Work and the Redevelopment Project.

2.4 Development Rights. The City hereby grants to the Developer exclusive redevelopment rights over RPA-2, subject to and in accordance with the terms and conditions of this Agreement.

2.5 Developer to Advance Costs. The Developer agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work including any fees and expenses relating to litigation relating to the TIF Act, which all constitute Reimbursable Redevelopment Project Costs; subject, however, to the Developer's right to terminate this Agreement as set forth in **Section 9.1** hereof. Within thirty (30) calendar days of the execution of this Agreement, the City shall notify the Developer of any costs incurred that were not reimbursed pursuant to the Preliminary Funding Agreement, and the Developer shall pay such costs no later than ten (10) calendar days after receipt of such notice and reasonable supporting documentation showing the costs incurred, but not to include any documentation covered by any attorney-client privileges. At the closing on any Notes issued pursuant to this Agreement, the Developer agrees to pay all of the City's costs incurred in relation thereto, including the City's Issuance Costs, in excess of the monies advanced under the Preliminary Funding Agreement and any fees and expenses relating to litigation relating to the TIF Act. If the Developer requests a mandatory issuance of Privately-Placed Notes or Bonds pursuant to **Article VI** hereof, and if the Developer does not accept the financing that is available thereunder, the Developer shall pay to the City all actual costs incurred with respect to the financial feasibility and planning of the potential financing. Notwithstanding anything herein to the contrary, Issuance Costs related to the issuance of Privately-Placed Notes or Bonds shall be paid from Note proceeds and/or Bond proceeds, as applicable. Notwithstanding anything in this Section 2.5 to the contrary, the parties to this Agreement acknowledge and agree that any fees and expenses relating to litigation relating to the TIF Act mentioned in this Section 2.5 are intended to be shared equally amongst the Developer and any other developers selected by the City in relation to the Redevelopment Plan.

2.6 Conditions Precedent to Developer Obligations. The obligations and commitments of the Developer under the terms of this Agreement shall be expressly contingent upon the approval by the Developer in its reasonable discretion of the form of the Indenture and the Obligation Ordinance governing the issuance and terms of payment of the Obligations.

ARTICLE III. OWNERSHIP OF PROPERTY INTERESTS

3.1 Ownership and Acquisition of the Property. The Developer represents to the City that as of the date of this Agreement, Developer or a related entity has acquired fee title to all the Property required for the Redevelopment Project. The Developer shall have the right to encumber its interest in the Property.

ARTICLE IV. WORK AND REDEVELOPMENT PROJECT CONSTRUCTION

4.1 Developer to Cause Construction of the Work. Developer shall commence and prosecute or cause commencement and prosecution of the construction of the Work in a good and workmanlike manner in accordance with the terms of this Agreement. Developer shall cause completion of the Work in accordance with the Construction Plans, the Concept Site Plan and the terms of this Agreement.

4.2 Construction Schedule. Developer shall commence and complete or cause commencement and completion of each of its obligations under this Agreement with respect to the construction and completion of the Redevelopment Project in accordance with the following schedule (on or before specific dates), as set forth in the following table.

<u>Activity</u>	<u>Timeframe</u>
Submit Notice of Commencement of Construction for Phase II	No later than December 31, 2024
Submit Certificate of Substantial Completion for Phase II	No later than December 31, 2026

- 4.2.1 Commencement of construction will be deemed to have occurred when the necessary site work to prepare the Redevelopment Area for construction begins.
- 4.2.2 Upon written request from the City, which may take the form of an email, and no more than one time per quarter, Developer shall provide the City with updates detailing Developer’s efforts to market the Redevelopment Area and close on the sale or lease of portions of the Property in furtherance of the Redevelopment Project.
- 4.2.3 Except as set forth in **Subsection 4.2.4** below, the above schedule and proposed timing of commencement and completion of Phase II is subject to Force Majeure and extension pursuant to **Section 10.3** hereof, and, as a result, may be delayed. The Developer may request amendments to the above schedule per **Section 4.7** of this Agreement.
- 4.2.4 Notwithstanding anything herein to the contrary, in the event the Developer fails to provide a Notice of Commencement of Construction for Phase II by December 31, 2024, the City may exercise all remedies available to it under **Section 9.2** and **ARTICLE X** of this Agreement.

4.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

4.4 Construction Contracts; Insurance. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers’ compensation, comprehensive public liability and builder’s risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. All construction contracts entered into by or on behalf of the Developer, after the date of this Agreement, shall state that the contractor has no recourse against the City in connection with the contractor’s construction of the applicable portion of the Work.

4.5 Competitive Bids; Prevailing Wage; Federal Work Authorization. The Developer shall comply with all applicable federal, State and local laws relating to the construction of the

Redevelopment Project, including, but not limited to, Section 107.170, RSMo., as amended, and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof.

The Developer acknowledges that it must comply with Section 285.530, RSMo., as amended regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the Redevelopment Project, to the extent the Developer is subject thereto. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo., as amended, at the time of execution of this Agreement and, to the extent the Developer is subject thereto, has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

4.6 Construction Plans. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for the Redevelopment Project. The Developer shall submit Construction Plans for approval by the City's Building Commissioner (or the substantial equivalent of a Building Commissioner) or his or her designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in this Agreement. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA 2 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

4.7 Changes. During the progress of the Work, the Developer may make such reasonable changes to the construction-related provisions of this Agreement, including without limitation, modification of the construction schedule, including dates of commencement and completion of the Work (subject to the terms of **Section 4.2** above), modification of the areas in which the Work or portions thereof is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, occupants or purchasers of any real property located within the Redevelopment Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided, that (a) the Developer shall obtain or cause to be obtained all necessary Government Approvals and comply with all

laws, regulations and ordinances of the City, and (b) the Developer shall obtain or cause to be obtained the City's advance written consent to any change which would, in the reasonable opinion of the Bond Counsel, result in such a change in the Redevelopment Project as (i) would require an invocation of the notice and hearing requirements of Section 99.825 of the TIF Act, or (ii) could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within Redevelopment Project to an amount less than ninety percent (90%) of the aggregate amount of TIF Revenues as projected in the Redevelopment Plan.

4.8 Notice of Commencement of Construction. The Developer shall furnish to the City a Notice of Commencement of Construction for Phase II in accordance with the schedule set forth in **Section 4.2** of this Agreement. The Notice of Commencement of Construction shall be deemed accepted by the City upon receipt of the same.

4.9 Certificate of Substantial Completion. Promptly after Substantial Completion of Phase II in accordance with the provisions of this Agreement, the Developer shall furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within forty-five (45) Business Days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by the City unless, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion for Phase II, the City furnishes the Developer with specific written objections to the status of the Work for Phase II, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the City, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion, furnishes the Developer with specific written objections to the status of the Work for Phase II, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the City in accordance with this Section. Upon acceptance of the Certificate of Substantial Completion by the City for Phase II, or upon the lapse of forty-five (45) Business Days after receipt by the City without any written objections thereto, the Developer may record a Certificate of Substantial Completion with the County Recorder of Deeds Office, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work required to complete Phase II.

4.10 Developer's Obligations Regarding the Work. Developer shall perform the Work directly, or cause the completion of the Work, pursuant to the terms and conditions set forth in this Agreement. Developer further agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to complete the Work, including all costs necessary to acquire ownership of the Property as further set forth herein. In addition, Developer covenants and agrees as follows:

4.10.1 To obtain or cause to be obtained any and all permits and licenses required by the City or the State of Missouri; to obtain or cause to be obtained all Government Approvals necessary to perform the Work under this Agreement; to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer under this Agreement.

4.10.2 To permit access to the Property owned by the Developer or a related entity and to all records and files pertaining to confirming completion of the Work to representatives of the City and their respective designees at all reasonable times for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of all aspects of the Work and verification of compliance with this Agreement or applicable law.

- 4.10.3 To complete or cause the completion of the Work in substantial conformity with this Agreement and the Redevelopment Plan.

ARTICLE V. FINANCING OF REDEVELOPMENT PROJECT COSTS

5.1 Obligation to Reimburse Developer. The City hereby agrees to reimburse the Developer for verified Reimbursable Redevelopment Project Costs from Available Revenues and in accordance with this Agreement and the TIF Act, and further agrees, subject to the terms of the Obligation Ordinance and this Agreement, to issue Obligations to reimburse Developer for such verified Reimbursable Redevelopment Project Costs up to the Maximum Amount, plus Issuance Costs, as generally set forth in the categories labeled on Exhibit F attached hereto and incorporated herein.

5.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Right to Substitute. Nothing in this Agreement shall obligate the City to issue Obligations to reimburse Developer for any cost that is not incurred pursuant to Section 99.820.(1) of the TIF Act, that does not qualify as a “redevelopment project cost” under Section 99.805.(16) of the TIF Act.

- 5.2.1 The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs, satisfactory to the City; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within forty-five (45) Business Days of the City’s receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs and issue Notes or modify schedules attached to such Notes, as appropriate. The parties agree that each of the categories of costs set forth in Section 99.805.(16) of the TIF Act constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for verified Reimbursable Redevelopment Project Costs for the Redevelopment Project up to the Maximum Amount plus Issuance Costs.
- 5.2.2 If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a “redevelopment project cost” under Section 99.805.(16) of the TIF Act, the City shall so notify the Developer in writing within the 45-day period referenced in **Subsection 5.2.1**, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within forty-five (45) Business Days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

5.3 Developer’s Private Financing. The City acknowledges that Developer has confirmed, to the reasonable satisfaction of the City, that Developer has a commitment to obtain private financing to complete the Redevelopment Project. In connection with such private financing to be provided by Lender, upon request by Lender, the City shall use its best efforts to approve and execute (i) a consent to collateral assignment in form and substance reasonably agreeable to all parties executing the same; and (ii) an estoppel agreement in form and substance reasonably agreeable to all parties executing the same.

ARTICLE VI. OBLIGATIONS

6.1 Conditions Precedent to Issuance of the Obligations. No Obligations shall be issued until such time as the City has received the following for Phase II for which Developer is requesting issuance of Obligations: (i) a Notice of Commencement of Construction; (ii) a Certificate of Reimbursable Redevelopment Project Costs evidencing payment of Reimbursable Redevelopment Project Costs, which the City has approved in accordance with this Agreement; (iii) written evidence that the Developer has closed that portion of its private financing necessary to complete construction of Phase II or otherwise has funding available to complete construction of Phase II; (iv) evidence that the Developer or a related entity has acquired all parcels of the Property, and/or interests therein, required for Phase II; (v) written evidence that at least \$500,000.00 in hard construction costs (which the Parties agree include but are not limited to demolition and grading costs) has been incurred; (vi) an opinion of Bond Counsel regarding the taxable nature of the Obligations; and (vii) such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this Section. Further, upon the issuance of any Notes, the Developer shall pay such costs incurred by the City, including Issuance Costs, as further set forth in **Section 2.5** herein.

6.2 Issuance of the Obligations. Within ninety (90) Business Days of Developer's satisfaction of the conditions of **Section 6.1** of this Agreement, unless the Parties mutually agree to another duration of time, the City agrees, pursuant to the Obligation Ordinance, to issue Notes to reimburse the Developer for Reimbursable Redevelopment Project Costs (approved by the City pursuant to a Certificate of Reimbursable Redevelopment Project Costs) up to the Maximum Amount plus Issuance Costs as set forth on Exhibit F attached hereto and incorporated herein. Anything to the contrary herein notwithstanding, no Obligations shall be issued to or at the direction of Developer unless and until Developer has complied with all of the conditions precedent set forth in **Section 6.1**.

6.3 Title of Notes. There will be issued one or more series of taxable Obligations in an aggregate principal up to the Maximum Amount plus Issuance Costs and one or more series of tax-exempt Obligations in an aggregate principal amount not to exceed the Maximum Obligation plus Issuance Costs less the aggregate principal amount of taxable Obligations. The taxable Obligations will be designated "Taxable Tax Increment Revenue Notes (Chesterfield Regional Area Redevelopment Project)". Tax-exempt Obligations shall be designated "Tax-Exempt Tax Increment Revenue Notes (Chesterfield Regional Area Redevelopment Project)". The Obligations may have such further appropriate particular designation added to or incorporated in such title for the Obligations of any particular series as the City may determine.

6.4 Term; Interest Rate; Maturity of the Notes. The Notes shall bear interest at a fixed rate per annum equal to (i) 8% if the interest on the Notes, in the opinion of Bond Counsel, is not exempt from federal income taxation (the "**Taxable Rate**"), or (ii) 6.5% if the interest on the Notes, in the opinion of Bond Counsel, is exempt from federal income taxation (the "**Tax-Exempt Rate**"); provided, however, that the City and the Developer may agree to such other interest rates as set forth in the Obligation Ordinance. The Notes shall have a stated maturity equal to the longest period permissible under the TIF Act. Interest accrued but not paid shall be added to principal and shall be compounded semi-annually. The Outstanding principal amount of the Notes shall be paid to the extent of the funds remaining in the Special Allocation Fund, after payment of interest.

6.5 Procedures for Issuance of the Notes. The initial principal amount of the Notes shall not be less than \$500,000. Following acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs, the City shall issue, subject to the limitations of **ARTICLE VI** hereof, endorsements to the Notes evidencing additional advances for the reimbursement of Reimbursable

Redevelopment Project Costs (“**Construction Advances**”). Notwithstanding anything herein to the contrary, after the initial issuance of the Notes, the Notes may not be additionally endorsed more than once per calendar quarter. In lieu of endorsements to the Notes, the City agrees at Developer’s request to issue additional Notes in denominations of \$100,000 or any integral multiple of \$0.01 in excess thereof, or more to evidence the City’s obligation to pay such additional advances of Reimbursable Redevelopment Project Costs (“**Additional Notes**”). Construction Advances or Additional Notes shall be issued no more than once every calendar month, commencing on the 15th Business Day following the date on which the City is first obligated to issue Notes hereunder and then on the same day of every month thereafter until all such Construction Advances or Additional Notes as are required by this Agreement have been advanced or issued.

6.5.1 After the initial issuance of a Note, if the City accepts a Certificate of Reimbursable Redevelopment Project Costs within thirty (30) Business Days after submission by the Developer, the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the date that the City accepts the Certificate of Reimbursable Redevelopment Project Costs. If the City accepts the Certificate of Reimbursable Redevelopment Project Costs more than thirty (30) Business Days after submission by Developer (or rejects it more than thirty (30) Business Days after submission by Developer and provides the Developer the right to identify and substitute eligible Reimbursable Redevelopment Project Costs in accordance with this Agreement), the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the thirty-first (31st) Business Day after submission of the Certificate of Reimbursable Redevelopment Project Costs by the Developer.

6.5.2 Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of Construction Advances or Additional Notes as provided in **Section 6.5**, the Developer shall be deemed to have advanced funds necessary to purchase such Notes and the City shall be deemed to have deposited such funds into a project fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in a project fund from time to time.

6.6 Abatement of Interest if Completion is Delayed. If the Developer fails to submit any Certificate of Substantial Completion in accordance with the schedule set forth in **Section 4.2**, as such time may be amended pursuant to this Agreement, interest shall cease to accrue on any Outstanding Notes related to such incomplete Phase II from the time of such performance default until such time as the default is cured. If the City timely delivers notice of objections or deficiencies to the Developer as required under **Section 4.9**, the Developer shall have such remedies as set forth in that section or be in default, such that interest shall abate from the time any applicable cure period has expired. In no event shall any such abated interest be recovered by or accrue to the benefit of the Developer or other holder of the Notes.

6.7 Special Mandatory Redemption of Notes. The Notes shall be subject to special mandatory redemption by the City in an amount equal to all Available Revenues in whole at any time or in part on each April 1 and October 1 (each, a “**Payment Date**”), at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

6.8 Issuance of Bonds. The City may, at its discretion, issue Bonds at any time prior to the City's acceptance of a Certificate of Substantial Completion for Phase II in an amount sufficient to refund all or a portion of the Outstanding Obligations. Subject to **Section 5.2** of this Agreement, upon receipt of a written request by the Developer and subsequent to the City's acceptance of a Certificate of Substantial Completion for Phase II, the City shall use its best efforts to issue Bonds in an amount sufficient to refund an amount up to and not to exceed the Maximum Amount plus Issuance Costs in Outstanding Obligations; provided, however that the City has received a recommendation of the Underwriter to issue the Bonds based on the criteria set forth in **Section 6.10** below and recommendations of the principal amount thereof. The City shall not be obligated to issue or cause to be issued such Bonds unless the Underwriter determines that all of the criteria in **Section 6.10** are satisfied as of the date of issuance of such Bonds, unless such criteria are waived by the Underwriter. The Developer shall pay all costs associated with the issuance of Bonds, or any other obligations issued by the City to the Developer or related party or affiliate pursuant to the terms of this Agreement, including its own costs and expenses and attorneys' fees and expenses that the Developer may incur in complying with this Section. Notwithstanding anything in this Agreement to the contrary, unless consented to by the Developer, Bonds will not be issued until Notes in the amount of the Maximum Amount plus Issuance Costs have been issued to the Developer.

6.9 Subordination. In the event that the Bonds issued pursuant to **Section 6.8** hereof are insufficient to fully refund the Notes Outstanding for the Redevelopment Project, any Notes that are not refunded shall be payable as to principal and interest according to the terms set forth in the Indenture, which may require subordination of such Notes.

6.10 Criteria for Issuance of Bonds. The Underwriter's recommendation for issuance of Bonds and the principal amounts thereof shall be based on the reasonably prudent application of the following criteria:

- 6.10.1 Acceptance by the City of a Certificate of Substantial Completion for Phase II; and
- 6.10.2 Determination that the Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the Outstanding Obligations to be redeemed, assuming an 8% interest rate on taxable Notes and a 6.5% interest rate on tax-exempt Notes.

6.11 Cooperation in Issuance of Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, and Underwriter in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the Obligations, including disclosure of tenants or other users of the Property and the non-financial terms of the leases and other agreements between the Developer and such tenants or users and sufficient detailed information on Reimbursable Redevelopment Costs to enable Bond Counsel to render a tax exemption opinion. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease, the sale price payable under any sale contract, or any proprietary or confidential financial information pertaining to the Developer, its tenants, buyers of land within RPA-2, or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer, to the extent authorized pursuant to its agreements with the necessary third parties, will provide such information to the Underwriter, its counsel to enable such parties to satisfy their due diligence obligations. The Developer further agrees to provide a closing certificate in form and substance acceptable to the Underwriter and Developer (which shall include a certification regarding the accuracy of the information in any offering document relating to the Developer or the Redevelopment Project) and shall cause its counsel to provide a

legal opinion in form and substance reasonably acceptable to the Underwriter, if required by the Underwriter. In addition, the Developer further agrees to provide the following information necessary to enable the Underwriter of the Obligations to comply with Rule 15c2-12 of the Securities and Exchange Commission: all retail and commercial tenants of the Redevelopment Project, the square footage occupied by each such tenant and the purpose for which space is used by each retail tenant and the term of such lease, and certificate(s) of value for land sales. The Developer further agrees to provide customary closing certificates and opinions and take such other actions (including entering into an agreement to provide such information as is reasonably required to enable the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission) as may reasonably be required in connection with the marketing, sale and issuance of the Obligations. Such compliance obligations shall constitute a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

6.12 City to Select Underwriter; Term and Interest Rate. The City has the sole discretion to select the Underwriter, Bond Counsel, and Underwriter’s counsel. The final maturity of the Obligations shall not exceed the maximum term permissible under the TIF Act. The Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

6.13 No Other Bonds or Uses of Available Revenues. The City shall not use or apply any Available Revenues to pay any “redevelopment costs” (as such term is defined in the TIF Act) other than the Reimbursable Redevelopment Project Costs.

ARTICLE VII. SPECIAL ALLOCATION FUND AND APPLICATION OF AVAILABLE REVENUES

7.1 Special Allocation Fund. The City agrees to cause its Director of Finance or other financial officer or official to maintain the Special Allocation Fund, including an “RPA-2 PILOTS Sub-Account,” an “RPA-2 EATs Sub-Account,” and such further accounts or sub-accounts as are required by this Agreement, the Indenture, or as the Underwriter and Trustee may deem appropriate in connection with the administration of the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes into the RPA-2 PILOTS Sub-Account (or such sub-accounts created for each Phase) and fifty percent (50%) of all Economic Activity Taxes into the RPA-2 EATS Sub-Account (or such sub-accounts created for each Phase), as they related to RPA-2.

7.2 Application of Available Revenues.

7.2.1 Available Revenues on deposit in the Special Allocation Fund shall be applied to pay debt service on the Obligations in accordance with the terms of the Indenture. Obligations issued for the Redevelopment Project shall be secured by Available Revenues.

7.2.2 The parties to this Agreement acknowledge and agree that the Developer intends to seek the issuance of Notes up to the Maximum Amount plus Issuance Costs. If Notes issued to the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but RPA-1 and/or RPA-3. Notwithstanding anything in this Agreement to the contrary, the Developer may notify the City that Notes issued

to the Developer in an amount lower than the Maximum Amount plus Issuance Costs are acceptable and, in that circumstance, once Notes issued to the Developer in this lower amount are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but RPA-1 and/or RPA-3.

- 7.2.3 Upon the payment in full of the principal of and interest on the Obligations, and the fees, charges and expenses of the City, the Trustee and any Paying Agent, and any other amounts required to be paid under the Obligation Ordinance and the Indenture, all amounts remaining on deposit in the Special Allocation Fund shall be paid to the City for disposition pursuant to the TIF Act. Notwithstanding anything in this Agreement to the contrary, if all of the Notes held by the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, the City has full discretion on the application of Available Revenues in accordance with the TIF Act, this sentence shall also apply if the Developer notifies the City that Notes issued in a lower amount are acceptable, as described in subsection 7.2.2 of this Agreement.

7.3 Certification of Base for PILOTs and EATs. Within sixty (60) calendar days after execution of this Agreement, Developer shall provide to the City or its authorized representative any documents necessary for the City or County Assessor to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within RPA-2 as of December 31, 2022; and (ii) information related to payment of economic activity taxes, including utility taxes, by any businesses, owners or other occupants of RPA-2 in the calendar year ending 2022. Within ninety (90) calendar days after execution of this Agreement, subject to Force Majeure, the City shall provide to the Developer (i) a true, correct and complete copy of the County Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within RPA-2 based upon the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within RPA-2 as of the calendar year ending 2022; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within RPA-2 for the calendar year ending 2022, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

7.4 Limited Use of Available Revenues. The City hereby agrees for the term of this Agreement to apply all Available Revenues, and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of Notes issued under this Agreement as provided in the Obligation Ordinance and this Agreement. The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are Outstanding a request for an appropriation of all moneys on deposit in the RPA-2 EATS Sub-Account of the Special Allocation Fund for application to the payment of the principal amount, premium, if any, and interest of the Notes. Except for a request by the Developer to amend the Obligation Ordinance to satisfy the requirements of its Lender, the Developer agrees not to challenge the legality, validity or enforceability of the Obligation Ordinance, the proceedings related thereto, or the structure or general applicability of the Available Revenues set forth herein.

7.5 Consent to Release of Sales Tax Information. If there are six or fewer businesses generating sales taxes, the Developer shall cause each business within RPA-2 to deliver (i) a consent to

disclose the amount of sales taxes remitted to the Missouri Department of Revenue from taxable sales within RPA-2 and to allow the City to make public such information for the purposes of complying with reporting requirements contained in the TIF Act, calculating any portion of the TIF Revenues, and making certain disclosures associated with any public offering or private placement of Bonds, and (2) a certification of such business's taxable retail sales within RPA 2 for the purpose of calculating any portion of the TIF Revenues. Receipt of such consent shall be a prerequisite to the issuance of Bonds. Notwithstanding anything in this Section 7.5 to the contrary, to the extent the Developer is unable to provide an aforementioned consent as described in this Section 7.5, the Developer may request a waiver of this obligation to provide a consent, wherein the Developer must also agree in writing to provide sufficient indemnifications to the City, as determined by the City Attorney, relating to the City's release of the information described in this Section 7.5 to the Missouri Department of Revenue.

Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to include within its calculation of any portion of the TIF Revenues the sales tax revenues generated from any business within RPA-2 that has not provided the above-described release or certification, but for which the Developer is required by this paragraph to cause to be provided. To the extent permitted by law, the City will not disclose the name of any business to which sales are attributable.

ARTICLE VIII. DETERMINATION OF TIF REVENUES

8.1 Cooperation of the Parties. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement, and other information pertinent for payment of the Obligations.

8.2 Further Assistance. To further assist the City in calculating TIF Revenues, Developer or its successor(s) in interest as owner or owner(s) of the affected portion(s) of the Property shall use all reasonable efforts to:

- 8.2.1 Supply or cause to be promptly supplied to the City, copies of sales tax returns filed with Missouri Department of Revenue promptly after filing by "sellers" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Property; and
- 8.2.2 Supply or cause to be promptly supplied to the City, copies of monthly invoices received for utility services provided to the Property including, but not limited to electric, natural gas, and telephone services; and
- 8.2.3 Request any purchaser or transferee of real property and any lessee or other user of real property located within RPA-2 to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from RPA-2 to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Property).

Notwithstanding anything herein to the contrary set forth herein, this does not apply to any Property used solely for residential for-sale uses and further provided that Developer's inability to supply the above documentation, despite the Developer's best efforts, will not be a default under this Agreement.

8.3 Obligation to Report TIF Revenues . Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely furnish to the City such documentation as is required by this **ARTICLE VIII** and other applicable Section of this Agreement. So long as any Obligations are Outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

ARTICLE IX. RIGHT TO TERMINATE

9.1 Developer’s Right to Terminate. Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, Developer’s obligation to commence or complete the Redevelopment Project, at any time prior to the delivery of a Certificate of Substantial Completion applicable to Phase II, the Developer may, by giving written notice to the City, abandon the Redevelopment Project as to Phase II and terminate this Agreement and the Developer’s obligations hereunder as to the abandoned Phase II if the Developer determines, in its sole discretion, that Phase II is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer for the abandoned Phase II and any Notes issued in connection with the abandoned Phase II pursuant to this Agreement shall be deemed null, void, and canceled. Upon completion of Phase II, Developer may not abandon the completed Phase II nor terminate this Agreement as to the completed Phase II, and the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II, subject to the terms of **Section 9.2** hereof.

9.2 City’s Right to Terminate. The City may terminate this Agreement if (a) the Developer fails to on or before December 31, 2024, to submit its Notice of Commencement of Construction for Phase II; or (b) the Developer materially breaches any representation or warranty contained in this Agreement; or (c) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach as set forth in this Agreement. Upon termination of this Agreement for any reason, amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any Obligations issued in connection with this Agreement shall be deemed null, void and canceled; provided, however, that upon completion of Phase II, the Developer may not abandon the completed Phase II and neither the Developer nor the City may terminate this Agreement as to the completed Phase II, the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II.

ARTICLE X. NON-COMPLIANCE; EVENT OF DEFAULT; REMEDIES

10.1 General Non-Compliance. Except as is otherwise specifically addressed herein, in the event of any violation or breach of any covenant, agreement, restriction, or regulations contained in this Agreement or Redevelopment Plan by the Parties or their successors or assigns as the case may be, the non-breaching Party shall give written notice of such violation or breach and the breaching Party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching Party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof.

- 10.1.1 Except as otherwise provided in **Subsection 10.1.2**, in the event any breach or violation remains uncured after thirty (30) calendar days (or in the event that said breach cannot be cured within thirty (30) calendar days, the Developer has stopped diligently pursuing the same as determined by the City) from the date of notice (an “**Event of Default**”), the breaching Party, for itself and its successors and assigns, agrees that the non-breaching Party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom; provided, however, that in no event shall the non-breaching Party be entitled to recover punitive or exemplary damages from the breaching Party. The Parties, their successors and assigns, further agree that the other Party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. Such legal proceedings, if against Developer, shall not affect the tax increment financing established in connection with this Agreement unless specifically provided for herein. The breaching Party at all times shall have the right to appeal to the courts from any adverse decision so rendered prior to the effectiveness of any termination hereunder.
- 10.1.2 Notwithstanding any provision in this Agreement to the contrary, the remedies available under this Agreement arising from an Event of Default due to the Developer’s failure to substantially complete Phase II in accordance with the terms of this Agreement shall be limited to the following exclusive and noncumulative remedies: the City may declare the Notes issued for Phase II null, void and cancelled and the Developer shall have no continuing obligation to complete Phase II and no continuing obligation to perform or comply with this Agreement.

10.2 Right to Cure Developer’s Default. Lender shall have the same rights as Developer to cure the defaults of Developer under this Agreement. In addition, if Lender reasonably determines that it is necessary to own some or all of the Property in order to cure such default(s) of Developer under this Agreement, the period for Lender to cure such default(s) shall be extended for such period of time as shall reasonably be agreed to in writing between Lender and the City in order for Lender to foreclose on the Property (or any portion thereof) or otherwise acquire title to the Property (or any portion thereof).

10.3 Extensions of Time for Performance. Notwithstanding any provision of this Agreement to the contrary, neither Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of (and for the duration of) any delay caused by Force Majeure; provided, however, that (i) such event of Force Majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) calendar days of the commencement of such claimed event of Force Majeure. Developer shall, upon request, provide the City with reasonable evidence, acceptable to the City Administrator of the City or the City’s legal counsel, substantiating any claim of Force Majeure. Further, in no event will an event of Force Majeure extend the times for performance by more than 24 months.

**ARTICLE XI.
SUCCESSORS AND ASSIGNS**

11.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

11.2 Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided that until Substantial Completion of the Work and Redevelopment Project, the rights, duties and obligations of the Developer under this Agreement to perform the Work and Redevelopment Project shall not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed upon a reasonable demonstration by Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and Redevelopment Project and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding the foregoing, no such notice and approval or consent shall be required with respect to (a) the collateral assignments and pledges provided to Lender in connection with Developer's financing of the Redevelopment Project, (b) the assignment of any Phase or portion of any Phase of this Agreement or the obligations hereunder to any Permitted Assignee, (c) the sale or lease of the Property in the ordinary course of business if Developer's rights under this Agreement are not being assigned, or (d) any sale of any Property to be used solely as residential for-sale housing; provided, however, that for any assignment under (a) or (b) above, the Developer shall remain liable for the Substantial Completion of Phase II or portion thereof unless the City has given its prior written approval after demonstration of the Permitted Assignee's ability to complete such Phase II or portion thereof as set forth above, which approval shall not be unreasonably withheld, conditioned or delayed.

11.3 Assignment or Sale to Exempt Organization. Prior to any sale, transfer, or other disposition of all or any portion of the Property or any interest therein to an entity or organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all Obligations are paid in full or twenty-three (23) years from the date that the Obligation Ordinance was adopted by the City. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

11.4 Notice to City of Transfer. Developer agrees to notify the City in writing of any sale, transfer, or other disposition of the Property or any interest therein as permitted by this **Section 11** of this Agreement within thirty (30) calendar days after the date of said sale, transfer or other disposition; provided, however, no notice shall be required for any sale, transfer, or other disposition that relates to the sale of residential for-sale housing. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred, or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, no such notice shall be required with respect to the deed of trust and collateral assignments and pledges provided to Lender in connection with Developer's initial financing of the Redevelopment Project.

**ARTICLE XII.
RELEASE AND INDEMNIFICATION**

12.1 Release and Indemnification. The indemnifications and covenants contained in this **ARTICLE XII** as set forth below shall survive termination or expiration of this Agreement and shall be binding obligations of Developer.

12.2 No Liability. Notwithstanding anything herein to the contrary, the City, and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Developer are prevented from enjoying the rights and privileges hereof.

12.3 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During such time as Developer is the owner of Obligations, if a third party brings an action against the City, the Developer, or the City's or Developer's respective officials, officers, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the Obligations, or the ordinance approving this Agreement, Developer may (but shall not be obligated to), at its option, assume the defense of such claim or action with counsel of Developer's choosing, but Developer may not settle or compromise any claim or action for which Developer has assumed the defense without the prior written approval of the City, which approval will not be unreasonably withheld, conditioned, or delayed. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding; provided, Developer and its counsel shall consult with the City throughout the course of any such action and Developer shall pay all reasonable and necessary fees, expenses, and costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to this Agreement.

12.4 Release.

12.4.1 Developer releases from and covenants and agrees that the City and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify defend and hold harmless the City and its governing body members, officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property or construction of the Redevelopment Project, including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, expenses, and costs, except for those matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.

- 12.4.2 The City's governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Developer, or their officers, agents, servants or employees or any other person who may be about the Property or the Redevelopment Project except for matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.
- 12.4.3 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officials, officers, agents, servants or employees in their individual capacities.
- 12.4.4 No official, officer, employee or representative of the City shall be personally liable to Developer: (1) in the event of a default or breach by any Party under this Agreement, or (2) for any amount or any Obligations which may become due to any Party under the terms of this Agreement.
- 12.4.5 Developer releases from and covenants and agrees that the City's governing body members, officials, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify, defend and hold the City, and its governing body members, officials, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys fees, expenses, and costs incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the construction of the Work, (2) the negligence or willful misconduct Developer and their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Redevelopment Project, and (3) compliance by Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officials, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement.

ARTICLE XIII. MAINTENANCE OBLIGATIONS

13.1 Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon Substantial Completion of the Redevelopment Project and so long as any Obligations are Outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of Force Majeure), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property

during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

13.2 Maintenance of Public Improvements. The parties to this Agreement acknowledge, understand, and agree that none of the public improvements completed in or about the Property relating to the Redevelopment Project, will be conveyed to the City for maintenance. Further, that Developer will provide for the ongoing maintenance and repair of all public improvements completed in or about the Property relating to the Redevelopment Project. This obligation shall run with the land and shall be binding upon any owner of the real property of the Redevelopment Area. Notwithstanding anything in this Agreement to the contrary, this Section 13.2 does not prohibit the City from accepting for maintenance any projects relating to the Special District.

ARTICLE XIV. NOTICE

14.1 Notice. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other or to Developer shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, sent via overnight delivery with confirmation receipt, or delivered personally:

In the case of the Developer to:

Wildhorse Village, LP
c/o Clayco, Inc.
7800 Forsyth Boulevard, Suite 300
Clayton, Missouri 63105
Attention: Jeffrey J. Tegethoff
Phone: (314) 429-5100
Email: tegethoffj@realcrg.com

With a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attention: David G. Richardson
Phone: (314) 480-1500
Email: David.Richardson@huschblackwell.com

In the case of the City to:

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator
Phone: (636) 537-4711
Email: cityadministrator@chesterfield.mo.us

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert D. Klahr
Phone: (314) 552-6683
rklahr@atllp.com

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section. Notice shall be deemed given and received as of the date of personal delivery, overnight delivery or confirmed facsimile, or as of the first day immediately following the date of receipt marked on the return card for registered or certified mail.

ARTICLE XV. GENERAL PROVISIONS

15.1 Inspection. The City may conduct such periodic inspections of the Work and Redevelopment Project as may be generally provided in the building code of the City. In addition, Developer shall allow other authorized representatives of the City access to the Work and Redevelopment Project site from time to time upon reasonable advance notice prior to the completion of the Work and Redevelopment Project for reasonable inspection thereof. Developer shall also allow the City and their respective employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work and Redevelopment Project as the City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

15.2 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of State of Missouri for all purposes and intents.

15.3 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. The terms, conditions and provisions of this Agreement cannot be amended, modified or eliminated except by mutual agreement between Developer and the City, and their respective successors and assigns in a writing signed and executed by all Parties setting forth the terms of any such amendment or modification, and provided further, that any amendment in conflict with any provision of the Redevelopment Plan shall require the written approval of the City.

15.4 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

15.5 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

15.6 Representatives Not Personally Liable. No elected or appointed official, officer, agent, employee or representative of the City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

15.7 Federal Work Authorization Program. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, as amended, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform

work within the state of Missouri, and that, to the extent that the employees of the Developer working in connection with the Redevelopment Project apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as amended, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the Redevelopment Project. At the time of submission of each Certificate of Reimbursable Redevelopment Project Costs and each Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, with respect to the employees of the Developer working in connection with the Redevelopment Project, to the extent the Developer has any such employees.

15.8 Nondiscrimination. Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control on the Property or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. Developer further agrees that it shall cause a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Property.

15.9 Hazardous Substances. Developer agrees that it will comply or cause compliance with all laws, orders and regulations of any governmental authority regarding Hazardous Materials (as defined in this **Section 15.9**) which are applicable to its use of RPA-2. Hazardous Materials include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq. including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the laws, orders and regulations of any governmental authority relating to Hazardous Materials.

15.10 Compliance with Affirmative Action, Equal Opportunity and Non-Discrimination Laws and Regulations. In any contract for work in connection with the Work, Developer (which term shall include any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity which is a related entity to such entities), its contractors and subcontractors shall comply with all federal and state laws, ordinances or regulations governing equal opportunity and nondiscrimination.

15.11 Employment of City Officials, Officers, or Employees. In the acquisition, leasing, construction, rehabilitation and/or operation of the Work or the Redevelopment Project, Developer shall not knowingly employ or contract with any person who is a member of the governing body of the City, or is employed by any such political subdivision in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

15.12 Cooperation. The Parties to this Agreement agree to cooperate with the other Party in carrying out the Redevelopment Plan as the same applies to the Property, the Work, and the Redevelopment Project, with due diligence and will perform each and every act required of it under this Agreement.

15.13 Personal Liability. No official, officer, or employee of the City, or Developer shall be personally liable to the other Party or any successor in interest or assign of the other Party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

15.14 Enforcement of Agreement. The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

15.15 Recording of Agreement. Developer shall, within 10 Business Days of the execution of this Agreement, submit to the St. Louis County Recorder's Office an original of this Agreement for recording, and the agreements and covenants contained herein shall be covenants running with the land.

15.16 Anti-Discrimination Against Israel Act. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE XVI. REPRESENTATIONS OF THE PARTIES

16.1 Representations of Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms. Except for a request to amend the Redevelopment Plan as may be necessary to comply with the provisions of this Agreement, the Developer agrees not to challenge the legality, validity or enforceability of the Redevelopment Plan or the proceedings related thereto.

16.2 Representations of City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

ARTICLE XVII. SPECIAL DISTRICT

17.1 Special District.

(a) The Developer hereby covenants and agrees to take all actions necessary to assist in the establishment of the Special District for all of the Property comprising RPA-2 and the implementation of the funding mechanism for the Special District, as described in this Article XVII, all in accordance with the Special District Act. The aforementioned shall include, but is not limited to, petitioning the City for the establishment of the Special District for all of the Property comprising RPA-2, in accordance with the Special District Act, and voting in favor of the funding mechanism for the Special District. In accordance with this **Section 17.1**, the Developer shall submit a petition to the City no later than thirty (30) calendar

days from the date of this Agreement, requesting the establishment of the Special District (the “**Special District Petition**”). Notwithstanding anything in this Agreement to the contrary, Developer’s failure to submit the Special District Petition to the City as set forth in this **Section 17.1** by no later than thirty (30) calendar days from the date of this Agreement will constitute an Event of Default and will allow the City to terminate this Agreement in accordance with **Section 9.2** hereof; provided, however, that the Developer shall have the right to cure such Event of Default within ten (10) Business Days of receiving written notice from the City of such Event of Default. Notwithstanding anything in this Agreement to the contrary, the Developer’s Special District Petition may exclude the portions of the Property known as the Wildhorse Apartments and the AC Hotel by Marriott St. Louis Chesterfield.

(b) The Special District’s advisory board or commission, shall consist of 7 members who shall be selected by the City, and consented to by the governing body of the City. Two of the 7 members of the Special District’s advisory board or commission shall be designees of the Developer, the remaining 5 members shall be designees of the City.

(c) The Developer states that at the time of the execution of this Agreement, it has sold a portion of the Property to unrelated developers for the construction of residential properties. The Developer states that it will use its best efforts to cause the aforementioned unrelated developers to (i) join in the Special District Petition, (ii) not object to the Special District Petition and the Special District, and (iii) vote in favor of the funding mechanism for the Special District. Further, in addition to recording a copy of this Agreement as described in Section 15.15 of this Agreement, the Developer will disclose the existence of any Special District to any homeowners and residents within the Special District in a separate writing in a form to be approved by the City’s legal counsel, and shall cause any unrelated developers to do the same.

(d) The Special District Petition shall comply with the requirements of the Special District Act and include, among other things, (a) description of the boundaries of the Special District as set forth in **Section 17.1(a)** hereof, (b) request that the Special District impose a tax upon the owners of real property within the Special District in an amount not to exceed eighty-five cents on the one-hundred-dollar assessed valuation, and (c) include the proposed uses to which the Special District Revenues may be put which shall include all qualified and allowable expenditures allowed under the Special District Act including, but not limited to:

- (i) maintenance, repair, and replacements of the Paved Lake Trail;
- (ii) maintenance, repair, and replacement of City accepted streets and on-street parking;
- (iii) maintenance, repair, and replacement of street lighting;
- (iv) maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- (v) security;
- (vi) legal, insurance, administration, and financial oversight; and
- (vii) all other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

IN WITNESS WHEREOF, Developer and City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

“CITY”:

CITY OF CHESTERFIELD, MISSOURI

By: _____
Bob Nation, Mayor

ATTEST:

City Clerk

“DEVELOPER”:

WILDHORSE VILLAGE, LP

By: _____
[name, title]

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

On this day of [_____, 20__], before me appeared Bob Nation, to me personally known, who, being by me duly sworn, did say that said individual is the Mayor of the CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Printed Name: _____

(SEAL)

My Commission Expires:

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

On this _____ day of _____, 202____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that said individual is the _____ of WILDHORSE VILLAGE, LP, a Missouri limited partnership, and that such officer is authorized to sign the instrument on behalf of said limited partnership, and acknowledged to me that such officer executed the within instrument as said limited partnership’s free act and deed.

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

Notary Public

Printed Name: _____

(SEAL)

My Commission Expires:

EXHIBIT A – Notice of Commencement of Construction

FORM OF NOTICE OF COMMENCEMENT OF CONSTRUCTION OF PHASE II

The undersigned, being a duly authorized officer of Wildhorse Village, LP (the “Developer”), delivers this notice to the City of Chesterfield, Missouri (the “City”) in connection with the Redevelopment Agreement for Chesterfield Regional Area RPA-2 dated as of [_____], 2023 (the “Agreement”) by and between the City and the Developer. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The undersigned hereby certifies as to the following:

1. All property within RPA-2 necessary for Phase II of the Redevelopment Project, has been acquired by Developer or a related entity in accordance with the Agreement.
2. An agreement with a contractor or contractors to complete [insert portion] of Phase II of the Redevelopment Project has been entered into.
3. All necessary financing to complete Phase II of the Redevelopment Project has been obtained or other funding is available.
4. This Notice of Commencement of Construction is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to commencement of construction of Phase II of the Redevelopment Project.

Executed by the Developer this ____ day of [_____].

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

EXHIBIT B – Certificate of Reimbursable Redevelopment Project Costs

**FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

To:

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

**Re: City of Chesterfield, Missouri, Chesterfield Regional Tax Increment Financing
Redevelopment Plan and Project, RPA-2**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement for Chesterfield Regional Area RPA-2 dated as of [_____], 2023 (the “Agreement”), by and between the City and Wildhorse Village, LP, a Missouri limited partnership (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project and attached hereto are itemized invoices, receipts or other information evidencing such costs.

2. These Reimbursable Redevelopment Project Costs have been incurred or paid and are reimbursable under the Approving Ordinance and the Agreement.

3. With respect to Phase II, Reimbursable Redevelopment Project Costs of at least \$500,000.00 have been incurred.

4. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Obligation Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

7. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

8. If any cost item to be reimbursed under this Certificate of Reimbursable Redevelopment Project Costs is deemed not to constitute a “redevelopment project cost” within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

9. The costs to be reimbursed under this Certificate constitute advances qualified for tax-exempt Notes:

Yes: _____ No: _____

10. Attached to this Certificate of Reimbursable Redevelopment Project Costs is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

11. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this _____ day of _____, 20__.

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, 20__.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: _____
Title: _____

SCHEDULE 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:

EXHIBIT C – Certificate of Substantial Completion

**CERTIFICATE OF SUBSTANTIAL COMPLETION
OF PHASE II DELIVERED BY
WILDHORSE VILLAGE, LP**

The undersigned, WILDHORSE VILLAGE, LP, a Missouri limited partnership (the “Developer”), pursuant to that certain Redevelopment Agreement for Chesterfield Regional Area RPA-2 dated as of [_____], 2023, by and between the City of Chesterfield, Missouri (the “City”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of _____, the construction of Phase II (as defined in the Agreement) has reached Substantial Completion in accordance with the Agreement.

2. That the Work has been performed in a workmanlike manner and lien waivers for applicable portions of the Work have been obtained.

3. This Certificate of Substantial Completion (this “Certificate”) is accompanied by the project engineer’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that such Work has been substantially completed in accordance with the Agreement.

4. This Certificate is being issued by the Developer to the City in accordance with **Section 4.9** of the Agreement to evidence satisfaction of all obligations and covenants with respect to the Work for Phase II.

5. The City’s acceptance below or the City’s failure to object in writing to this Certificate within thirty (30) Business Days of the City’s receipt of this Certificate (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) Business Day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct Phase II with respect to which this Certificate relates.

6. This Certificate shall be recorded in the office of the St. Louis County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

7. Attached to this Certificate is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20[].

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

ACCEPTED:

City of Chesterfield, Missouri

By: _____
Name: _____
Title: _____

[Insert Notary Blocks]

Appendix A

Engineer's AIA Certificate of Substantial Completion

(Attached hereto.)

EXHIBIT D-1 – Legal Description of the Redevelopment Area

A tract of land being part of U.S. Surveys 123, 415, 2002 and 2031, in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of 405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.35 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.72 feet and a chord which bears North 13 degrees 54 minutes 00 seconds West, 816.57 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet to the west line of Parkview Terrace, thence crossing said road along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet continuing along said curve to the right having a radius of 919.00 feet with an arc length of 404.27 feet and a chord which bears South 72 degrees 17 minutes 22 seconds East, 401.02 feet; thence crossing said Wildhorse Creek Road, North 30 degrees 18 minutes 46 seconds East, 72.12 feet to the north right-of-way line of said Wild Horse Creek Road, said point also being located on the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said

prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet thence crossing said Wild Horse Creek Road, South 40 degrees 25 minutes 28 seconds West, 92.67 feet to the south right-of-way line of said road; thence along said right-of-way line the following , South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet South 58 degrees 25 minutes 45 seconds East, 164.17 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet and South 17 degrees 50 minutes 47 seconds East, 135.74 feet to the west right-of-way

line of Chesterfield Parkway West, variable width; thence crossing said Chesterfield Parkway West, South 60 degrees 32 minutes 41 seconds East, 73.31 feet to the east right-of-way line of said of Chesterfield Parkway West; thence along said east right-of-way line North 71 degrees 17 minutes 55 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following course and distances: South 69 degrees 05 minutes 52 seconds East, 32.21 feet; South 59 degrees 27 minutes 48 seconds East, 217.63 feet; South 33 degrees 54 minutes 58 seconds East, 563.21 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a curve to the left having a radius of 2,914.93 feet along said curve with an arc length of 539.15 feet and a chord which bears South 38 degrees 51 minutes 56 seconds East, 538.38 feet; South 44 degrees 50 minutes 03 seconds West, 10.00 feet to the beginning of a curve to the left having a radius of 2,924.93 feet; along said curve with an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 57 seconds East 297.66 feet; South 33 degrees 46 minutes 27 seconds East, 104.87 feet; South 49 degrees 20 minutes 14 seconds East, 99.00 feet; South 58 degrees 35 minutes 13 seconds East, 15.00 feet; North 10 degrees 39 minutes 06 seconds East, 54.56 feet to the beginning of a non-tangential curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 54 seconds East, 54.29 feet; South 37 degrees 50 minutes 04 seconds East, 51.79 feet; South 57 degrees 08 minutes 21 seconds East, 104.82 feet; South 57 degrees 06 minutes 50 seconds East, 362.80 feet and South 42 degrees 53 minutes 17 seconds East, 8.16 feet to its intersection with the western right-of-way of East Chesterfield Center as vacated by Book 8872, Page 2431, said point also being located on a non-tangential curve to the right having a radius of 61.00 feet; thence along the said western right-of-way line the following courses and distances: along said curve with an arc length of 31.10 feet and a chord which bears South 13 degrees 32 minutes 29 seconds West, 30.76 feet; South 28 degrees 09

minutes 05 seconds West, 126.11 feet; South 29 degrees 49 minutes 21 seconds West, 56.32 feet to the beginning of a curve to the left having a radius of 311.50 feet; along said curve with an arc length of 225.89 feet and a chord which bears South 09 degrees 22 minutes 11 seconds West, 220.97 feet; South 11 degrees 24 minutes 16 seconds East, 157.91 feet to the beginning of a curve to the right having a radius of 250.00 feet; along said curve with an arc length of 104.44 feet and a chord which bears South 00 degrees 33 minutes 49 seconds West, 103.68 feet and South 12 degrees 36 minutes 11 seconds West, 43.83 feet; thence

crossing said Chesterfield Center and along the south line of a tract of land as conveyed to Hp Chesterfield LLC by instrument recorded in Book 20786, Page 615 of above said records; an a curve to the left having a radius of 473.00 feet, an arc length of 208.18 feet and a chord which bears South 87 degrees 54 minutes 27 seconds East, 203.50 feet; to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 39 degrees 55 minutes 19 seconds West, 21.05 feet; South 34 degrees 26 minutes 44 seconds West, 108.95 feet; South 34 degrees 26 minutes 46 seconds West, 386.00 feet; South 23 degrees 32 minutes 25 seconds West, 181.58 feet; South 31 degrees 7 minutes 33 seconds West, 828.33 feet and South 85 degrees 40 minutes 34 seconds West, 26.89 feet to its intersection with the north right-of-way line of West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 50 minutes 32 seconds West, 332.74 feet; North 82 degrees 52 minutes 15 seconds West, 63.94 feet and South 86 degrees 44 minutes 25 seconds West, 35.95 feet to the southeastern corner of Lot C108 of above said Chesterfield Village Area "A" Phase One Plat One; thence along the eastern line of said Lot C108, North 02 degrees 24 minutes 16 seconds East, 153.50 feet to the northeastern corner of thereof; thence along the northern and east lines of Lots C108, and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following: North 52 degrees 55 minutes 44 seconds West, 837.00 feet; North 18 degrees 15 minutes 44 seconds West, 305.01 feet; North 64 degrees 15 minutes 19 seconds West, 41.67 feet to the beginning of a curve to the left having a radius of 432.37 feet; along said curve with an arc length of 106.59 feet and a chord which bears South 60 degrees 41 minutes 27 seconds West, 106.62 feet to the beginning of a curve to the left having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears 73 degrees 45 minutes 20 seconds West, 248.28 feet and North 84 degrees 41 minutes 22 seconds West, 14.47 feet to the eastern right-of-way line of said West Chesterfield Parkway, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 37.52 feet and a chord which bears North 03 degrees 53 minutes 50 seconds East, 37.51 feet and North 06 degrees 42 minutes 12 seconds East, 37.51 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, said point also being the

beginning of a curve to the right having a radius of 763.50 feet; along said right-of-way and said curve with an arc length of 3.77 feet and a chord which bears North 08 degrees 29 minutes 03 seconds East, 3.77 feet to the intersection of the prolongation of the north right-of-way line of Lydia Hill Drive, variable width; thence along said prolongation line and the north right-of-way line of Lydia Hill Drive, North 89 degrees 23 minutes 30 seconds West, 614.31 feet to its intersection with the east right-of-way line of Veterans Place, 50 feet wide; thence along said right-of way line and its direct northeasterly

prolongation, North 00 degrees 40 minutes 13 seconds East, 1,181.10 feet; thence departing said prolongation line, South 89 degrees 19 minutes 47 seconds East, 27.80 feet to the northeast corner of Main Circle Drive, variable width, said point also being located on a curve to the left having a radius of 20.00 feet; thence along said right-of-way line the following courses and distances: along last said curve with an arc length of 33.62 feet and a chord which bears South 16 degrees 55 minutes 20 seconds East, 29.80 feet; South 65 degrees 04 minutes 46 seconds East, 69.98 feet to the beginning of a curve to the left having a radius of 126.00 feet, an arc length of 29.36 feet and a chord which bears South 74 degrees 45 minutes 24 seconds East, 29.29 feet; South 78 degrees 25 minutes 56 seconds East, 158.93 feet to the beginning of a curve to the right having a radius of 184.00 feet, an arc length of 231.87 feet and a chord which bears South 42 degrees 19 minutes 54 seconds West, 216.83 feet to the southwestern corner of Lot 9 of Downtown Chesterfield - Plat One a subdivision according to the plat thereof as recorded in Plat Book 357, Page 185 of the above said records; thence long the southern line of Lot 9 and Lot 8 of Downtown Chesterfield - Plat One, South 79 degrees 56 minutes 27 seconds East, 277.79 feet to the southeastern corner of said Lot 8, said point also being located on the western right-of-way line of above said West Chesterfield Parkway; thence along said right-of-way line the following course and distances: North 10 degrees 04 minutes 06 seconds East, 219.45 feet; South 10 degrees 03 minutes 12 seconds West, 22.45 feet; North 10 degrees 03 minutes 12 seconds East, 22.45 feet; North 35 degrees 08 minutes 35 seconds West, 35.20 feet; North 80 degrees 08 minutes 45 seconds West, 15.00 feet and North 10 degrees 01 minute 02 seconds East, 3.50 feet; to the south right of way line of above said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve to the right an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a point of compound curvature having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 10,503,600 square feet or 241.129 acres, more or less.

EXHIBIT D-2 – Legal Description for RPA-2

A tract of land being part of U.S. Surveys 123, 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 southern corner of Adjusted Lot A of Wildhorse as recorded in Plat Book 367 Page 100 of the above said county records, also being on the north right of way line of Wild Horse Creek Road, variable width, being on a curve to the left having a radius of 991.00 feet; thence along the south line of said Adjusted Lot A, with said curve an arc distance of 121.49 feet, and a chord which bears North 56 degrees 09 minutes 42 seconds West, 121.42 feet to the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet; South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet and South 42 degrees 09 minutes 21 seconds West, 7.81 feet to the above said north right of way line of Wild Horse Creek Road, thence the following courses and distances along said north right of way line: North 49 degrees 45 minutes 24 seconds West, 44.62 feet to a curve to the right having a radius of 1,109.92 feet; along said curve an arc distance of 45.30 feet and a chord which bears North 48 degrees 35 minutes 15 seconds West, 45.29 feet; North 35 degrees 25 minutes 58 seconds West, 40.95 feet; North 44 degrees 10 minutes 42 seconds West, 120.77 feet to a curve to the left having a radius of 999.00 feet; along said curve an arc distance of 145.88 feet and a chord which bears North 48 degrees 21 minutes 42 seconds West, 145.75 feet; and South 50 degrees 09 minutes 41 seconds West, 8.20 feet to the POINT OF BEGINNING.

Containing 664,287 square feet or 15.250 acres, more or less.

And

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

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of

405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.37 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.69 feet and a chord which bears North 13 degrees 54 minutes 04 seconds West, 816.55 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet; continuing along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet, to a curve to the right having a radius of 919.00 feet; along said curve an arc distance of 444.54 feet and a chord which bears South 71 degrees 02 minutes 03 seconds East, 440.22 feet to a compound curve to the right having a radius of 1,098.00 feet; along said curve an arc distance of 170.98 feet and a chord which bears South 51 degrees 20 minutes 36 seconds East, 170.81 feet; South 00 degrees 43 minutes 13 seconds West, 4.66 feet; South 44 degrees 16 minutes 55 seconds East, 216.96 feet; South 33 degrees 41 minutes 57 seconds East, 12.47 feet to a curve to the left having a radius of 2,917.00 feet; along said curve an arc distance of 39.59 feet and a chord which bears South 48 degrees 37 minutes 01 second East, 39.59 feet; South 49 degrees 00 minutes 20 seconds East, 14.56 feet to a curve to the right having a radius of 90.00 feet; along said curve an arc distance of 9.51 feet and a chord which bears South 45 degrees 58 minutes 48 seconds East, 9.50 feet; South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to a curve to the left having a radius of 1,959.86 feet; along said curve an arc distance of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet; South 58 degrees 25 minutes 45 seconds East, 164.17 feet to a curve to the left having a radius of 1,959.86 feet; and along said curve an arc distance of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet, to the west right of way line of Chesterfield Parkway West, variable width; thence the following courses and distances along said west right of way line: South 17 degrees 50 minutes 47 seconds East, 135.74 feet to a curve to the left having a radius of 1,186.50 feet; along said curve an arc distance of 147.63 feet and a chord which bears South 20 degrees 47 minutes 02 seconds West, 147.53 feet to a compound curve to the left having a radius of 1,111.48 feet; along said curve an arc distance of 118.41 feet and a chord which bears South 20 degrees 12 minutes 06 seconds West, 118.36 feet, to a compound curve to the left having a radius of 1,198.50 feet; along said curve an arc distance of 32.18 feet and a chord which bears South 10 degrees 47 minutes 26 seconds West, 32.18 feet; South 10 degrees 03 minutes 12 seconds West, 183.22 feet to a curve to the right having a radius of 45.00 feet; along said curve an arc distance of 33.64 feet and a chord which bears South 11 degrees 21 minutes 48 seconds East, 32.86 feet; South 10 degrees 03 minutes 12 seconds West, 773.91 feet; South 16 degrees 05 minutes 44 seconds West, 114.01 feet; South 10 degrees 03 minutes 12 seconds West, 94.07 feet to a curve to the right having a radius of 197.50 feet; along said curve to the right an arc distance of 32.29 feet and a chord which bears South 14 degrees 44 minutes 13 seconds West, 32.25 feet to a compound curve to the right having a radius of 47.50 feet; and along said curve an arc length of 62.88 feet and a chord which bears South 57 degrees 20 minutes 29

seconds West, 58.38 feet, to the north right of way line of above said Burkhardt Place; thence crossing Burkhardt Place, South 07 degrees 02 minutes 44 seconds East, 59.71 feet to the south right of way line of said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said south right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a compound curve having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 3,598,381 square feet or 82.607 acres, more or less.

EXHIBIT E – Concept Site Plan for RPA-2

(Attached hereto.)



EXHIBIT F – Redevelopment Project Costs

The amounts set forth herein represent the maximum type of incurred or paid cost for which Developer can be reimbursed for Phase II, subject to the Maximum Amount and as set forth in the Agreement.

<u>Category</u>	<u>Amount</u>
Soft Costs/Acquisition	\$ 3,500,000
Hard Costs	<u>\$ 21,500,000</u>
Total:	\$ 25,000,000

The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

EXHIBIT G – Map of Redevelopment Area



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT ~~FOR CHESTERFIELD REGIONAL AREA RPA-2 BY AND BETWEEN THE CITY AND WILDHORSE VILLAGE, LP IN CONNECTION WITH THE REDEVELOPMENT OF THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA-2 UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT~~; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of Chesterfield, Missouri (the “City”), is a political subdivision duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” (referred to herein as the “Redevelopment Area,” and as further defined in the herein-defined Redevelopment Agreement); and

WHEREAS, on October 12, 2022, in accordance with Planning & Public Works Procedure No. {PPW-1057} of the City, the City posted a request for development proposals to redevelop the Redevelopment Area; and

WHEREAS, on November 4, 2022, in response to the City’s request for development proposals, Wildhorse Village, LP (the “Developer”) presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer for a portion of the Redevelopment Area (the “Redevelopment Proposal”); and

WHEREAS, on {November 21, 2022}{11/21/22} the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated {October 21}{10/21/22} 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “Redevelopment Plan”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in

ARMSTRONG TEASDALE LLP
DRAFT DATED. 3-24.10.23

the TIF Act; and (iii) approving RPA 2, as described in redevelopment projects for the respective redevelopment project areas within the Redevelopment Plan, Area as described in the Redevelopment Plan; and

WHEREAS, on December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217, which (i) designated a portion of the City as a “redevelopment project the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area” (“RPA 2”); (iv) approving; and (iii) approved the Redevelopment Plan; and

WHEREAS, on December 14, 2022, the City Council adopted Ordinance No. 3218, which (i) approved the redevelopment project for RPA-2 as described in that portion of the Redevelopment Plan Area designated as RPA-2 (the “Redevelopment Project”); (v) adopting (ii) adopted tax increment financing with respect within RPA-2; and (iii) established within the treasury of the City a separate fund to the RPA 2; and (vi) establishing be known as the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “Special Allocation Fund”); and

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~~**WHEREAS,** on [December 14], 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. [3416] designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA 2, approving the Redevelopment Project for RPA 2, adopting tax increment financing within the Redevelopment Area and establishing the Special Allocation Fund; and~~

~~**WHEREAS,** on [December 14, 2022], the City Council adopted Ordinance No. [3417] affirming adoption of the Redevelopment Area, the Redevelopment Plan, RPA 2 and the Redevelopment Project for RPA 2, designating the Developer as developer of RPA 2, and authorizing the City to enter into agreements in furtherance of Ordinance No. 3417; and~~

WHEREAS, the City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and entering into the Redevelopment Agreement for ~~Chesterfield Regional Area~~ RPA-2 (the “Redevelopment Agreement”) by and between the City and Developer are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan; and

WHEREAS, the City desires to assist in the redevelopment of the Redevelopment Area by authorizing and approving the Redevelopment Agreement.

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

Section 1. The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Redevelopment Agreement by and between the City and the Developer. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Redevelopment Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor as shown by the Mayor's execution of the Redevelopment Agreement.

Section 2. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized and in the Redevelopment Agreement, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 4. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the Redevelopment Agreement approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 3/20/2023

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EXHIBIT A
Redevelopment Agreement
(On File with City Clerk)

REDEVELOPMENT AGREEMENT FOR ~~CHESTERFIELD REGIONAL AREA~~ RPA-2

by and between the

CITY OF CHESTERFIELD, MISSOURI

and

WILDHORSE VILLAGE, LP

dated as of

[_____], 2023

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EXHIBITS

- EXHIBIT A – Notice of Commencement of Construction
- EXHIBIT B – Certificate of Reimbursable Redevelopment Project Costs
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- EXHIBIT D-1 – Legal Description of the Redevelopment Area
- EXHIBIT D-2 – Legal Description of RPA-2 and Map of RPA-2
- EXHIBIT E – Concept Site Plan for RPA-2
- EXHIBIT F – Redevelopment Project Costs
- EXHIBIT G – Map of Redevelopment Area

REDEVELOPMENT AGREEMENT FOR ~~CHESTERFIELD REGIONAL AREA~~ RPA-2

THIS REDEVELOPMENT AGREEMENT FOR ~~CHESTERFIELD REGIONAL AREA~~ RPA-2 (as further defined herein, this “**Agreement**”) is made and entered into as of this [____ day of _____, 2023], by and between the **CITY OF CHESTERFIELD, MISSOURI** (as further defined herein, the “**City**”), an incorporated political subdivision of the State of Missouri, and **WILDHORSE VILLAGE, LP**, a Missouri limited partnership (as further defined herein, the “**Developer**”). The City and the Developer may each be referred to herein as a “**Party**”, and collectively as the “**Parties**”.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article I of this Agreement.

RECITALS

A. The City Council of the City (the “**City Council**”) duly formed the Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “**TIF Commission**”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”), and empowered the TIF Commission to conduct business and exercise its powers as authorized by the TIF Act.

B. The City identified a certain area for redevelopment referred to as the “**Chesterfield Regional Area**” as legally described on Exhibit D-1 attached hereto and incorporated herein by reference, and as depicted on Exhibit G, attached hereto and incorporated herein by reference (the “**Redevelopment Area**”).

C. On ~~October 12, 2022~~, in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area.

D. On November 4, 2022, in response to the City’s request for development proposals, the Developer presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer of the portion of the Redevelopment Area described therein (the “**Redevelopment Proposal**”).

E. On ~~November 21, 2022~~, following a public hearing that was commenced on November 1, 2022 and closed on November 21, 2022, in accordance with the TIF Act, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated ~~October 21~~, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “**Redevelopment Plan**”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; and (iii) approving ~~RPA-2, redevelopment projects for the respective redevelopment project areas within the Redevelopment Area~~ as described in the Redevelopment Plan, ~~as a “redevelopment project area” (“RPA-2”); (iv) approving the redevelopment project for RPA-2 as described in the Redevelopment Plan (the “Redevelopment Project”); (v) adopting tax increment financing with respect to the RPA-2; and (vi) establishing the “Chesterfield Regional Special Allocation Fund—RPA-2” (the “Special Allocation Fund”).~~

~~On ~~December 14~~~~ On December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. ~~{3416} designating 3217, which (i) designated a portion of the City as~~ the Redevelopment Area ~~as a “redevelopment area” as provided in the~~

~~TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2, adopting tax increment financing within the-; (ii) found that such Redevelopment Area and establishing the Special Allocation Fund. is a blighted area; and (iii) approved the Redevelopment Plan.~~

G. On December 14, 2022, the City Council adopted Ordinance No. 3218, which (i) approved the redevelopment project for that portion of the Redevelopment Area designated as RPA-2 (the “Redevelopment Project”); (ii) adopted tax increment financing within RPA-2; and (iii) established within the treasury of the City a separate fund to be known as the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “Special Allocation Fund”).

~~G. On [December 14, 2022], the City Council adopted Ordinance No. [3417] affirming adoption of the Redevelopment Area, the Redevelopment Plan, RPA-2 and the Redevelopment Project for RPA-2, designating the Developer as developer of RPA-2, and authorizing the City to enter into certain agreements in furtherance of the aforementioned.~~

H. The City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

I. Pursuant to provisions of the TIF Act and Ordinance No. [____], the City is authorized to enter into this Agreement, to issue Obligations as evidence of the City’s obligation to reimburse certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge Available Revenues to the payment of the Obligations issued to reimburse such Redevelopment Project Costs, as further set forth herein.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“**Agreement**” means this Redevelopment Agreement for ~~Chesterfield Regional Area~~ RPA-2, as the same may be from time to time modified, amended or supplemented in writing by the Parties as further set forth in **Section 15.3 of this Agreement**hereof.

“**Approved Site Plan**” means the site plan or site plans reflecting one or more portions of the Work and the Redevelopment Project approved by all entities required to approve a site plan pursuant to all applicable laws, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the City’s Code.

“**Approving Ordinance**~~Ordinances~~” means (a) Ordinance No. ~~[3417]~~3217 adopted by the City Council, which, among other things, designating (i) designated a portion of the City as the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2 as described in

~~the Redevelopment Plan, adopting;~~ (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan; and (b) Ordinance No. 3218 adopted by the City Council, which, among other things, (i) approved the Redevelopment Project; (ii) adopted tax increment financing within ~~the Redevelopment Area and establishing RPA-2;~~ and (iii) established the Special Allocation Fund.

“**Available Revenues**” means all monies on deposit from time to time (including investment earnings thereon) in: (a) the RPA-2 PILOTS Sub-Account; (b) subject to annual appropriation, the RPA-2 EATS Sub-Account; and (c) any other account of the Special Allocation Fund into which monies that have been appropriated to the repayment of Obligations have been deposited, excluding, however, (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum, (iii) any ~~revenues generated by the real property tax levied by the applicable Fire District that will be used to fund emergency services pursuant to Section 99.848 of the TIF Act, (iv) Fire District Revenues, and (v) monies designated for Fire District Reimbursement Payments, and (v) any monies designated for~~ School District ~~Revenues~~Capital Costs.

“**Bond Counsel**” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“**Bonds**” means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable Missouri law.

“**Business Day**” means any day other than a Saturday, Sunday, or holiday on which the offices of the City are scheduled in the normal course of its operations to be open to the public for conduct of its regularly-scheduled operations.

“**Certificate of Reimbursable Redevelopment Project Costs**” means a document substantially in the form of Exhibit B, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs.

“**Certificate of Substantial Completion**” means, for Phase II, a document substantially in the form of Exhibit C, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing, upon the City’s acceptance thereof, the Developer’s satisfaction of all obligations and covenants to construct or cause construction of Phase II, in accordance with the Redevelopment Plan and this Agreement.

“**City**” means the City of Chesterfield, Missouri, an incorporated political subdivision of the State of Missouri.

“**City Council**” means the City Council of the City.

“**Code**” means the Code of Ordinances of the City of Chesterfield, County of St. Louis, State of Missouri.

“**Concept Site Plan**” means that site development plan prepared at the direction of Developer set forth as Exhibit E, attached hereto ~~as Exhibit E~~and incorporated herein by reference, which depicts the

conceptual program for the Work and the Redevelopment Project as contemplated to be constructed in accordance with the Redevelopment Plan and this Agreement, as may be amended from time to time and as finally approved by the City pursuant to its zoning and subdivision codes; provided, the Developer shall neither submit a site development plan to the City for approval nor shall the Concept Site Plan approved by the City be amended if such site development plan or amendment would, in the opinion of Bond Counsel, constitute such a change to the Redevelopment Plan or Redevelopment Project as would require compliance with the notice and hearing procedures of Section 99.825 of the TIF Act, or as further set forth in **Section 4.7** hereof.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

“County Assessor” means the Assessor of St. Louis County, Missouri.

“Developer” means Wildhorse Village, LP, a Missouri limited partnership, or its permitted successors or assigns in interest.

“Economic Activity Taxes” or **“EATs”** shall have the meaning ascribed to such term in Section 99.805.(4) of the TIF Act, and shall be subject to annual appropriation as provided in the TIF Act.

“Fire District Revenues Reimbursement Payments” shall mean any ~~money—captured~~ reimbursements to be made from the Special Allocation Fund pursuant to Section 99.848 of the TIF Act and ~~the any~~ Fire District Reimbursement Agreement by and between the City and the Monarch Fire Protection District.

“Force Majeure” means an event of any delay including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; unusually restrictive government regulations; wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; unavailability and disruption in supply chain beyond the parties’ reasonable control; acts of God; pandemics; unusually adverse weather or wet soil conditions; or other like causes beyond the parties’ reasonable control, including without limitation, eminent domain proceedings, extraordinary market conditions or any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Obligations or this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties agree that as of the date of this Agreement, no event of Force Majeure exists.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or other similar approvals required for the implementation of the Redevelopment Project.

“IDA ” means The Industrial Development Authority of the County of St. Louis, Missouri, or another issuer of municipal bonds acceptable to the City and the Developer.

“Indenture” means one or more trust indentures in the form and substance mutually agreed to by the Parties, relating to the issuance by the City or the IDA of the Obligations and as approved by the Obligation Ordinance.

“Issuance Costs” means all costs reasonably incurred by the City or Developer in furtherance of the issuance of Obligations including, but not limited to, all fees and expenses of consultants, the City’s attorneys (including issuer’s counsel, Bond Counsel and the City’s usual legal counsel), the City’s administrative fees and expenses (including fees and costs of planning consultants), the Underwriter’s discounts and fees, the Underwriter’s legal fees, trustee’s fees, other Underwriters’ discounts and fees, if any, the costs of printing any Obligations and any official statements or offering statements relating thereto, the costs of any credit enhancement (so long as the cost thereof does not reduce net proceeds), interest, debt service reserves and the fees of any rating agency rating any Obligations.

“Lender” means the Developer’s lender or lenders.

“Maximum Amount” means \$25,000,000, as further set forth on Exhibit F, attached hereto ~~and~~ and incorporated herein by reference.

“Notes” means any tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Obligation Ordinance to evidence the City’s limited obligation to repay Reimbursable Redevelopment Project Costs in accordance with the TIF Act and this Agreement.

“Notice of Commencement of Construction” means, for Phase II, a document substantially in the form of Exhibit A, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of Phase II.

“Obligation Ordinance” means an ordinance in form and substance mutually agreed to by the Parties and adopted by the City Council authorizing the Indenture, the Obligations and all related ordinances, resolutions and proceedings.

“Obligations” means the Notes, the Bonds, or any combination thereof.

“Outstanding” means, as of a particular date, all Obligations theretofore authenticated and delivered under this Agreement, the Obligation Ordinance, or any Indenture except:

- (a) Obligations cancelled or delivered for cancellation;
- (b) Obligations which are deemed to have been paid;
- (c) Obligations alleged to have been mutilated, destroyed, lost or stolen; and
- (d) Obligations in exchange for or in lieu of which other Obligations have been authenticated and delivered pursuant to this Agreement, the Obligation Ordinance, or any Indenture.

“Payments in Lieu of Taxes” or **“PILOTs”** shall have the meaning ascribed to such term in Section 99.805.(11) of the TIF Act.

“Permitted Assignee” means any party or entity under common ownership or management as the Developer.

“Phase” means one or more phases of the Redevelopment Project, each as defined herein and further depicted on the Concept Site Plan.

“**Phase I**” means the construction of approximately 238,443 square feet of building space, approximately 625 parking spaces, approximately 27,275 square feet of retail space, and approximately 188 apartment units.

“**Phase II**” means the construction of surface ~~parking~~ and a structured parking ~~garage~~ containing approximately 500 parking spaces, of which at least 300 parking spaces thereof shall be designated ~~as~~ for shared public use, and improvements, and infrastructure related thereto.

“**Preliminary Funding Agreement**” means that certain Amended and Restated Preliminary Funding Agreement entered into as of August 17, 2021, as may be modified, amended, or supplemented from time to time, by and among the City, TSG Downtown Chesterfield Redevelopment, and Developer pursuant to which the Developer has deposited with the City the amount of [\$125,000.00] as of the date of this Agreement.

“**Privately-Placed Notes**” means any Notes that are sold through a placement agent to a party other than the Developer or any entity related thereto.

“**Property**” means all interests in the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in RPA-2 necessary for completion of the Work and Redevelopment Project.

“**Redevelopment Area**” means the real property legally described in Exhibit D-1, attached hereto and incorporated herein by reference.

“**Redevelopment Plan**” means the plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project dated ~~[~~ October 21~~]~~, 2022, as amended, approved by the City pursuant to the Approving ~~Ordinance~~ Ordinances, and as such Redevelopment Plan may from time to time be amended in accordance with the TIF Act.

“**Redevelopment Project**” means that portion of the redevelopment project to be undertaken within RPA-2, identified herein as Phase II.

“**Redevelopment Project Costs**” shall have the meaning ascribed to such term in Section 99.805.(16) of the TIF Act and as further set forth on Exhibit F, attached hereto and incorporated herein by reference.

“**Redevelopment Proposal**” means the document on file with the City and incorporated herein by reference, titled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” dated November 4, 2022, and submitted by the Developer to the City.

“**Reimbursable Redevelopment Project Costs**” means the Redevelopment Project Costs for which the Developer is eligible for reimbursement under the TIF Act and as contemplated by this Agreement, up to an amount equal to the Maximum Amount, plus Issuance Costs, which are limited to Redevelopment Project Costs relating to Phase II that portion of Phase II consisting of the surface and structured parking designated for shared public use, and improvements and infrastructure related thereto.

“**Relocation Policy**” means Ordinance No. 955 of the City.

“RPA-2” means that portion of the Redevelopment Area in which the Redevelopment Project will be constructed, as further legally described and depicted on Exhibit D-2, attached hereto and incorporated herein by reference.

“RPA-2 EATS Sub-Account” means a subaccount of the Special Allocation Fund into which ~~at least fifty percent (50%) of certain~~ EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

“RPA-2 PILOTs Sub-Account” means a subaccount of the Special Allocation Fund into which the PILOTs from RPA-2 shall be deposited as set forth in Section ~~[99.845.3]~~ 99.845.1 of the TIF Act and as further described herein and in any Indenture.

“School District ~~Revenues~~ Capital Costs” shall mean any ~~money captured monies set aside in the Special Allocation Fund~~ pursuant to the ~~TIF Act, the Rockwood School District Redevelopment Plan and any~~ Reimbursement Agreement ~~by and~~ between the City and the Rockwood School District, ~~and the Parkway School District- or any~~ Reimbursement Agreement ~~by and~~ between the City and the Parkway School District to provide for reimbursement of certain capital costs of each respective school district.

“Special Allocation Fund” means the “Chesterfield Regional Special Allocation Fund – RPA-2” created by the Approving ~~Ordinance- Ordinances~~ in accordance with the TIF Act, and including the accounts and sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.

“Special District” means the special business district that may be established by the City, in accordance with the Special District Act and this Agreement.

“Special District Act” means Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended.

“Special District Revenues” means revenues of the Special District, imposed and collected in accordance with the Special District Act.

“State” means the State of Missouri.

“Substantial Completion” means the substantial completion of construction of Phase II (as may be amended from time to time).

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

“TIF Commission” means the Tax Increment Financing Commission of the City of Chesterfield, Missouri.

~~“TIF Revenues” means, collectively, Payments in Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes.~~

“TIF Revenues” means, collectively, (i) Payments in Lieu of Taxes to be allocated pursuant to Section 99.845.1 of the TIF Act and (ii) fifty percent of the total additional revenue from taxes, penalties and interest which are imposed by the municipality or other taxing districts, and which are generated by economic activities within RPA-2 over the amount of such taxes generated by economic activities within RPA-2 in calendar year 2021, while tax increment financing remains in effect, but excluding personal

property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to Section 67.1712.2 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, allocated pursuant to Section 99.845.3 of the TIF Act, provided that, while tax increment financing remains in effect, if the voters in a taxing district vote to approve an increase in such taxing district's sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within RPA-2 that are directly attributable to the newly voter-approved incremental increase in such taxing district's levy rate shall not be considered Economic Activity Taxes subject to deposit into the Special Allocation Fund without the consent of such taxing district.

“**Trustee**” means the trustee or fiscal agent for any issue of Obligations under the Indenture.

“**Underwriter**” means any financial officer, placement agent, and/or underwriter selected by the City.

“**Work**” means all work necessary to prepare RPA-2 to construct or cause the construction and completion of the Redevelopment Project, which may include, but not be limited to: property acquisition; demolition and removal of existing buildings, structures and other improvements within RPA-2; site preparation, including clearing and grading of portions of RPA-2; construction of the parking fields, and screening and site landscaping; construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation existing buildings, surrounding roads, sidewalks, utilities and installation of lighting; environmental remediation; and all other work described in or otherwise contemplated by the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II. ACCEPTANCE OF REDEVELOPMENT PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer, and the Developer hereby agrees to perform or otherwise cause to be performed the Work and the construction of the Redevelopment Project within RPA-2 in general accordance with Governmental Approvals, the Redevelopment Plan, and this Agreement.

2.2 Governing Documents. The terms and provisions of the Redevelopment Plan, as may be amended from time to time, are fully incorporated herein by reference. The Parties agree that the Developer shall, subject to **Section 9.1** and **Section 9.2 herein**, complete or cause the completion of the Work and the Redevelopment Project in accordance with this Agreement, provided, however, that the same does not violate or contravene the provisions of the Redevelopment Plan.

2.3 Purpose. The Parties hereby mutually acknowledge that the goal of the Parties in entering into this Agreement is to cause the completion of the Work and the Redevelopment Project.

2.4 Development Rights. The City hereby grants to the Developer exclusive redevelopment rights over RPA-2, subject to and in accordance with the terms and conditions of this Agreement.

2.5 Developer to Advance Costs. The Developer agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work including without limitation any fees and expenses relating to litigation relating to the TIF Act, the Redevelopment Plan, or the Approving Ordinances, which all constitute Reimbursable Redevelopment Project Costs; subject, however, to the Developer's right to terminate this Agreement as set forth in **Section 9.1** hereof. Within thirty (30) calendar days of the execution of this Agreement, the City shall notify the Developer of any costs incurred that were not reimbursed pursuant to the Preliminary Funding Agreement, and the Developer shall pay such costs no later than ten (10) calendar days after receipt of such notice and reasonable supporting documentation showing the costs incurred, but not to include any documentation covered by any attorney-client privileges. At the closing on any Notes issued pursuant to this Agreement, the Developer agrees to pay all of the City's costs incurred in relation thereto, including the City's Issuance Costs, in excess of the monies advanced under the Preliminary Funding Agreement and any fees and expenses relating to litigation relating to the TIF Act, the Redevelopment Plan, or the Approving Ordinances. If the Developer requests ~~a mandatory~~ the issuance of Privately-Placed Notes or Bonds pursuant to **Article VI** hereof, and if the Developer does not accept the financing that is available thereunder, the Developer shall pay to the City all actual costs incurred with respect to the financial feasibility and planning of the potential financing. Notwithstanding anything herein to the contrary, Issuance Costs related to the issuance of Privately-Placed Notes or Bonds shall be paid from Note proceeds and/or Bond proceeds, as applicable. Notwithstanding anything in this Section ~~2.5~~ to the contrary, the parties to this Agreement acknowledge and agree that any fees and expenses relating to litigation relating to the TIF Act mentioned in this Section ~~2.5~~ are intended to be shared equally amongst the Developer and any other developers selected by the City in relation to the Redevelopment Plan.

2.6 Conditions Precedent to Developer Obligations. The obligations and commitments of the Developer under the terms of this Agreement shall be expressly contingent upon the approval by the Developer in its reasonable discretion of the form of the Indenture and the Obligation Ordinance governing the issuance and terms of payment of the Obligations.

ARTICLE III. OWNERSHIP OF PROPERTY INTERESTS

3.1 Ownership and Acquisition of the Property. The Developer represents to the City that as of the date of this Agreement, Developer or a related entity has acquired fee title to all the Property required for the Redevelopment Project. The Developer shall have the right to encumber its interest in the Property.

ARTICLE IV. WORK AND REDEVELOPMENT PROJECT CONSTRUCTION

4.1 Developer to Cause Construction of the Work. Developer shall commence and prosecute or cause commencement and prosecution of the construction of the Work in a good and workmanlike manner in accordance with the terms of this Agreement. Developer shall cause completion of the Work in accordance with the Construction Plans, the Concept Site Plan and the terms of this Agreement.

4.2 Construction Schedule. Developer shall commence and complete or cause commencement and completion of each of its obligations under this Agreement with respect to the construction and completion of the Redevelopment Project in accordance with the following schedule (on or before specific dates), as set forth in the following table.

<u>Activity</u>	<u>Timeframe</u>
Submit Notice of Commencement of Construction for Phase II	No later than December 31, 2024
Submit Certificate of Substantial Completion for Phase II	No later than December 31, 2026

- 4.2.1 Commencement of construction will be deemed to have occurred when the necessary site work to prepare ~~the Redevelopment Area~~ that portion of RPA-2 for construction of Phase II begins.
- 4.2.2 Upon written request from the City, which may take the form of an email, and no more than one time per quarter, Developer shall provide the City with updates detailing Developer’s efforts to market ~~the Redevelopment Area~~ RPA-2 and close on the sale or lease of portions of the Property in furtherance of the Redevelopment Project.
- 4.2.3 Except as set forth in **Subsection 4.2.4** ~~below~~ hereof, the above schedule and proposed timing of commencement and completion of Phase II is subject to Force Majeure and extension pursuant to **Section 10.3** hereof, and, as a result, may be delayed. The Developer may request amendments to the above schedule per **Section 4.7** ~~of this Agreement~~ hereof.
- 4.2.4 Notwithstanding anything herein to the contrary, in the event the Developer fails to provide a Notice of Commencement of Construction for Phase II by December 31, 2024, the City may exercise all remedies available to it under **Section 9.2** and **ARTICLE X** ~~of this Agreement~~ hereof.

4.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri. Notwithstanding anything to the contrary in this Agreement, the Developer must comply with all land use processes and shall obtain any and all Governmental Approvals required in order to construct and complete the Redevelopment Project. Nothing in this Agreement shall be deemed the City’s consent or approval of any Governmental Approvals or construction requirements. Notwithstanding anything to the contrary, the City shall have the right to review and confirm any proposed land use for any portion of the Redevelopment Area and Redevelopment Project.

4.4 Construction Contracts; Insurance. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers’ compensation, comprehensive public liability and builder’s risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. All construction contracts entered into by or on behalf of the Developer, after the date of this Agreement, shall state that the contractor has no recourse against the City in connection with the contractor’s construction of the applicable portion of the Work.

4.5 Competitive Bids; Prevailing Wage; Federal Work Authorization. The Developer shall comply with all applicable federal, State and local laws relating to the construction of the Redevelopment Project, including, but not limited to, Section 107.170, ~~RSMo.~~ [of the Revised Statutes of Missouri](#), as amended, and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof.

The Developer acknowledges that it must comply with Section 285.530, ~~RSMo.~~ [of the Revised Statutes of Missouri](#), as amended, regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the Redevelopment Project, to the extent the Developer is subject thereto. The Developer represents and warrants that it is in compliance with Section 285.530, ~~RSMo.~~ [of the Revised Statutes of Missouri](#), as amended, at the time of execution of this Agreement and, to the extent the Developer is subject thereto, has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

4.6 Construction Plans. The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for the Redevelopment Project. The Developer shall submit Construction Plans for approval by the City's Building Commissioner (or the substantial equivalent of a Building Commissioner) or his or her designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in this Agreement. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA-2 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

4.7 Changes. During the progress of the Work, the Developer may make such reasonable changes to the construction-related provisions of this Agreement, including without limitation, modification of the construction schedule, including dates of commencement and completion of the Work (subject to the terms of [Section 4.2 above](#)), modification of the areas in which the Work or portions thereof is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, occupants or purchasers of any real property located within the Redevelopment Area or as may be necessary or desirable, in the sole

determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided, that (a) the Developer shall obtain or cause to be obtained all necessary Government Approvals and comply with all laws, regulations and ordinances of the City, and (b) the Developer shall obtain or cause to be obtained the City's advance written consent to any change which would, in the reasonable opinion of the Bond Counsel, result in such a change in the Redevelopment Project as (i) would require an invocation of the notice and hearing requirements of Section 99.825 of the TIF Act, or (ii) could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within ~~Redevelopment Project RPA-2~~ to an amount less than ninety percent (90%) of the aggregate amount of TIF Revenues as projected in the Redevelopment Plan.

4.8 Notice of Commencement of Construction. The Developer shall furnish to the City a Notice of Commencement of Construction for Phase II in accordance with the schedule set forth in **Section 4.2** ~~of this Agreement~~ hereof. The Notice of Commencement of Construction shall be deemed accepted by the City upon receipt of the same.

4.9 Certificate of Substantial Completion. Promptly after Substantial Completion of Phase II in accordance with the provisions of this Agreement, the Developer shall furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within forty-five (45) Business Days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by the City unless, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion for Phase II, the City furnishes the Developer with specific written objections to the status of the Work for Phase II, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the City, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion, furnishes the Developer with specific written objections to the status of the Work for Phase II, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the City in accordance with this Section. Upon acceptance of the Certificate of Substantial Completion by the City for Phase II, or upon the lapse of forty-five (45) Business Days after receipt by the City without any written objections thereto, the Developer may record a Certificate of Substantial Completion with the County Recorder of Deeds Office, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work required to complete Phase II.

4.10 Developer's Obligations Regarding the Work. Developer shall perform the Work directly, or cause the completion of the Work, pursuant to the terms and conditions set forth in this Agreement. Developer further agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to complete the Work, including all costs necessary to acquire ownership of the Property as further set forth herein. In addition, Developer covenants and agrees as follows:

- 4.10.1 To obtain or cause to be obtained any and all permits and licenses required by the City or the State of Missouri; to obtain or cause to be obtained all Government Approvals necessary to perform the Work under this Agreement; to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer under this Agreement.
- 4.10.2 To permit access to the Property owned by the Developer or a related entity and to all records and files pertaining to confirming completion of the Work to representatives of the City and their respective designees at all reasonable times

for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of all aspects of the Work and verification of compliance with this Agreement or applicable law.

- 4.10.3 To complete or cause the completion of the Work in substantial conformity with this Agreement and the Redevelopment Plan.

ARTICLE V. FINANCING OF REDEVELOPMENT PROJECT COSTS

5.1 Obligation to Reimburse Developer. The City hereby agrees to reimburse the Developer for verified Reimbursable Redevelopment Project Costs from Available Revenues and in accordance with this Agreement and the TIF Act, and further agrees, subject to the terms of the Obligation Ordinance and this Agreement, to issue Obligations to reimburse Developer for such verified Reimbursable Redevelopment Project Costs up to the Maximum Amount, plus Issuance Costs, as generally set forth in the categories labeled on Exhibit F-, attached hereto and incorporated herein by reference.

5.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Right to Substitute. Nothing in this Agreement shall obligate the City to issue Obligations to reimburse Developer for any cost that is not incurred pursuant to Section ~~99.820.(1)~~99.820.1(1) of the TIF Act, or that does not qualify as a “redevelopment project cost” under Section 99.805.~~(16)~~(16) of the TIF Act.

- 5.2.1 The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs, satisfactory to the City; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within forty-five (45) Business Days of the City’s receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs and issue Notes or modify schedules attached to such Notes, as appropriate. The parties agree that each of the categories of costs set forth in Section 99.805.~~(16)~~(16) of the TIF Act constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for verified Reimbursable Redevelopment Project Costs for the Redevelopment Project up to the Maximum Amount plus Issuance Costs.
- 5.2.2 If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a “redevelopment project cost” under Section 99.805.~~(16)~~(16) of the TIF Act, the City shall so notify the Developer in writing within the 45-day period referenced in **Subsection 5.2.1** hereof, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within forty-five (45) Business Days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

5.3 Developer's Private Financing. The City acknowledges that Developer has confirmed, to the reasonable satisfaction of the City, that Developer has a commitment to obtain private financing to complete the Redevelopment Project. In connection with such private financing to be provided by Lender, upon request by Lender, the City shall use its best efforts to approve and execute (i) a consent to collateral assignment in form and substance reasonably agreeable to all parties executing the same; and (ii) an estoppel agreement in form and substance reasonably agreeable to all parties executing the same.

ARTICLE VI. OBLIGATIONS

6.1 Conditions Precedent to Issuance of the Obligations. No Obligations shall be issued until such time as the City has received the following for Phase II for which Developer is requesting issuance of Obligations: (i) a Notice of Commencement of Construction; (ii) a Certificate of Reimbursable Redevelopment Project Costs evidencing payment of Reimbursable Redevelopment Project Costs, which the City has approved in accordance with this Agreement; (iii) written evidence that the Developer has closed that portion of its private financing necessary to complete construction of Phase II or otherwise has funding available to complete construction of Phase II; (iv) evidence that the Developer or a related entity has acquired all parcels of the Property, and/or interests therein, required for Phase II; (v) written evidence that at least \$500,000.00 in hard construction costs (which the Parties agree include but are not limited to demolition and grading costs) has been incurred; (vi) an opinion of Bond Counsel regarding the taxable nature of the Obligations; and (vii) such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this Section. Further, upon the issuance of any Notes, the Developer shall pay such costs incurred by the City, including Issuance Costs, as further set forth in **Section 2.5** ~~herein~~ [hereof](#).

6.2 Issuance of the Obligations. Within ninety (90) Business Days of Developer's satisfaction of the conditions of **Section 6.1** ~~of this Agreement~~ [hereof](#), unless the Parties mutually agree to another duration of time, the City agrees, pursuant to the Obligation Ordinance, to issue Notes to reimburse the Developer for Reimbursable Redevelopment Project Costs (approved by the City pursuant to a Certificate of Reimbursable Redevelopment Project Costs) up to the Maximum Amount plus Issuance Costs as set forth on Exhibit F- attached hereto and incorporated herein [by reference](#). Anything to the contrary herein notwithstanding, no Obligations shall be issued to or at the direction of Developer unless and until Developer has complied with all of the conditions precedent set forth in **Section 6.1** [hereof](#).

6.3 Title of Notes. There will be issued one or more series of taxable Obligations in an aggregate principal up to the Maximum Amount plus Issuance Costs and one or more series of tax-exempt Obligations in an aggregate principal amount not to exceed the Maximum Obligation plus Issuance Costs less the aggregate principal amount of taxable Obligations. The taxable Obligations will be designated "Taxable Tax Increment Revenue Notes (Chesterfield Regional ~~Area~~-Redevelopment Project - RPA-2)". Tax-exempt Obligations shall be designated "Tax-Exempt Tax Increment Revenue Notes (Chesterfield Regional ~~Area~~-Redevelopment Project - RPA-2)". The Obligations may have such further appropriate particular designation added to or incorporated in such title for the Obligations of any particular series as the City may determine.

6.4 Term; Interest Rate; Maturity of the Notes. The Notes shall bear interest at a fixed rate per annum equal to (i) 8% if the interest on the Notes, in the opinion of Bond Counsel, is not exempt from federal income taxation (the "**Taxable Rate**"), or (ii) 6.5% if the interest on the Notes, in the opinion of Bond Counsel, is exempt from federal income taxation (the "**Tax-Exempt Rate**"); provided, however, that the City and the Developer may agree to such other interest rates as set forth in the Obligation Ordinance. The Notes shall have a stated maturity equal to the longest period permissible

under the TIF Act. Interest accrued but not paid shall be added to principal and shall be compounded semi-annually. The Outstanding principal amount of the Notes shall be paid to the extent of ~~the funds remaining~~ Available Revenues in the Special Allocation Fund, after payment of interest.

6.5 Procedures for Issuance of the Notes. The initial principal amount of the Notes shall not be less than \$500,000. Following acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs, the City shall issue, subject to the limitations of **ARTICLE VI** hereof, endorsements to the Notes evidencing additional advances for the reimbursement of Reimbursable Redevelopment Project Costs ("**Construction Advances**"). Notwithstanding anything herein to the contrary, after the initial issuance of the Notes, the Notes may not be additionally endorsed more than once per calendar quarter. In lieu of endorsements to the Notes, the City agrees at Developer's request to issue additional Notes in denominations of \$100,000 or any integral multiple of \$0.01 in excess thereof, or more to evidence the City's obligation to pay such additional advances of Reimbursable Redevelopment Project Costs ("**Additional Notes**"). Construction Advances or Additional Notes shall be issued no more than once every calendar ~~month~~quarter, commencing on the 15th Business Day of the first month of the calendar quarter following the date on which the City is first obligated to issue Notes hereunder and then on the same day of every ~~month~~calendar quarter thereafter until all such Construction Advances or Additional Notes as are required by this Agreement have been advanced or issued.

- 6.5.1 After the initial issuance of a Note, if the City accepts a Certificate of Reimbursable Redevelopment Project Costs within thirty (30) Business Days after submission by the Developer, the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the date that the City accepts the Certificate of Reimbursable Redevelopment Project Costs. If the City accepts the Certificate of Reimbursable Redevelopment Project Costs more than thirty (30) Business Days after submission by Developer (or rejects it more than thirty (30) Business Days after submission by Developer and provides the Developer the right to identify and substitute eligible Reimbursable Redevelopment Project Costs in accordance with this Agreement), the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the thirty-first (31st) Business Day after submission of the Certificate of Reimbursable Redevelopment Project Costs by the Developer.
- 6.5.2 Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of Construction Advances or Additional Notes as provided in **Section 6.5 hereof**, the Developer shall be deemed to have advanced funds necessary to purchase such Notes and the City shall be deemed to have deposited such funds into a project fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in a project fund from time to time.

6.6 Abatement of Interest if Completion is Delayed. If the Developer fails to submit any Certificate of Substantial Completion in accordance with the schedule set forth in **Section 4.2 hereof**, as such time may be amended pursuant to this Agreement, interest shall cease to accrue on any Outstanding Notes related to such incomplete Phase II from the time of such performance default until such time as the default is cured. If the City timely delivers notice of objections or deficiencies to the Developer as required under **Section 4.9 hereof**, the Developer shall have such remedies as set forth in that section or shall be in default, such that interest shall abate from the time any applicable cure period has expired. In no event shall any such abated interest be recovered by or accrue to the benefit of the Developer or other holder of the Notes.

6.7 Special Mandatory Redemption of Notes. The Notes shall be subject to special mandatory redemption by the City in an amount equal to all Available Revenues in whole at any time or in part on each April 1 and October 1 (each, a “**Payment Date**”), at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

6.8 Issuance of Bonds. The City may, at its discretion, issue Bonds at any time prior to the City’s acceptance of a Certificate of Substantial Completion for Phase II in an amount sufficient to refund all or a portion of the Outstanding Obligations. Subject to **Section 5.2 of this Agreement**~~hereof~~, upon receipt of a written request by the Developer and subsequent to the City’s acceptance of a Certificate of Substantial Completion for Phase II, the City shall use its best efforts to issue Bonds in an amount sufficient to refund an amount up to and not to exceed the Maximum Amount plus Issuance Costs in Outstanding Obligations; provided, however that the City has received a recommendation of the Underwriter to issue the Bonds based on the criteria set forth in **Section 6.10** ~~below~~~~hereof~~ and recommendations of the principal amount thereof. The City shall not be obligated to issue or cause to be issued such Bonds unless the Underwriter determines that all of the criteria in **Section 6.10** ~~below~~~~hereof~~ are satisfied as of the date of issuance of such Bonds, unless such criteria are waived by the Underwriter. The Developer shall pay all costs associated with the issuance of Bonds, or any other obligations issued by the City to the Developer or related party or affiliate pursuant to the terms of this Agreement, including its own costs and expenses and attorneys’ fees and expenses that the Developer may incur in complying with this Section. Notwithstanding anything in this Agreement to the contrary, unless consented to by the Developer, Bonds will not be issued until Notes in the amount of the Maximum Amount plus Issuance Costs have been issued to the Developer.

6.9 Subordination. In the event that the Bonds issued pursuant to **Section 6.8** hereof are insufficient to fully refund the Notes Outstanding for the Redevelopment Project, any Notes that are not refunded shall be payable as to principal and interest according to the terms set forth in the Indenture, which may require subordination of such Notes.

6.10 Criteria for Issuance of Bonds. The Underwriter’s recommendation for issuance of Bonds and the principal amounts thereof shall be based on the reasonably prudent application of the following criteria:

- 6.10.1 Acceptance by the City of a Certificate of Substantial Completion for Phase II; and
- 6.10.2 Determination that the Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the Outstanding Obligations to be redeemed, assuming an 8% interest rate on taxable Notes and a 6.5% interest rate on tax-exempt Notes.

6.11 Cooperation in Issuance of Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, and Underwriter in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the Obligations, including disclosure of tenants or other users of the Property and the non-financial terms of the leases and other agreements between the Developer and such tenants or users and sufficient detailed information on Reimbursable Redevelopment Costs to enable Bond Counsel to render a tax exemption opinion. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease, the sale price payable under any sale contract, or any proprietary or confidential financial information pertaining to the Developer, its tenants, buyers of land within RPA-2, or the leases with its tenants, but upon the execution

of a confidentiality agreement acceptable to the Developer, the Developer, to the extent authorized pursuant to its agreements with the necessary third parties, will provide such information to the Underwriter, ~~and~~ and its counsel to enable such parties to satisfy their due diligence obligations. The Developer further agrees to provide a closing certificate in form and substance acceptable to the Underwriter and Developer (which shall include a certification regarding the accuracy of the information in any offering document relating to the Developer or the Redevelopment Project) and shall cause its counsel to provide a legal opinion in form and substance reasonably acceptable to the Underwriter, if required by the Underwriter. In addition, the Developer further agrees to provide the following information necessary to enable the Underwriter of the Obligations to comply with Rule 15c2-12 of the Securities and Exchange Commission: all retail and commercial tenants of the Redevelopment Project, the square footage occupied by each such tenant and the purpose for which space is used by each retail tenant and the term of such lease, and certificate(s) of value for land sales. The Developer further agrees to provide customary closing certificates and opinions and take such other actions (including entering into an agreement to provide such information as is reasonably required to enable the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission) as may reasonably be required in connection with the marketing, sale and issuance of the Obligations. Such compliance obligations shall constitute a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

6.12 City to Select Underwriter; Term and Interest Rate. The City has the sole discretion to select the Underwriter, Bond Counsel, and Underwriter's counsel. The final maturity of the Obligations shall not exceed the maximum term permissible under the TIF Act. The Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

6.13 No Other Bonds or Uses of Available Revenues. The City shall not use or apply any Available Revenues to pay any "redevelopment costs" (as such term is defined in the TIF Act) other than the Reimbursable Redevelopment Project Costs.

ARTICLE VII.
SPECIAL ALLOCATION FUND AND APPLICATION OF AVAILABLE REVENUES

7.1 Special Allocation Fund. The City agrees to cause its Director of Finance or other financial officer or official to maintain the Special Allocation Fund, including an “RPA-2 PILOTS Sub-Account,” an “RPA-2 EATS Sub-Account,” and such further accounts or sub-accounts as are required by this Agreement, the Indenture, or as the Underwriter and Trustee may deem appropriate in connection with the administration of the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will, promptly upon receipt thereof, deposit all ~~Payments in Lieu of Taxes into the RPA-2 PILOTS Sub-Account (or such sub-accounts created for each Phase) and fifty percent (50%) of all Economic Activity Taxes into the RPA-2 EATS Sub-Account (or such sub-accounts created for each Phase), as they related to RPA-2~~ TIF Revenues into the Special Allocation Fund.

7.2 Application of Available Revenues.

- 7.2.1 Available Revenues on deposit in the Special Allocation Fund shall be applied to pay debt service on the Obligations in accordance with the terms of the Indenture. Obligations issued for the Redevelopment Project shall be secured by Available Revenues.
- 7.2.2 The parties to this Agreement acknowledge and agree that the Developer intends to seek the issuance of Notes up to the Maximum Amount plus Issuance Costs. If Notes issued to the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but also obligations relating to RPA-1 and/or RPA-3. Notwithstanding anything in this Agreement to the contrary, the Developer may notify the City that Notes issued to the Developer in an amount lower than the Maximum Amount plus Issuance Costs are acceptable and, in that circumstance, once Notes issued to the Developer in this lower amount are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but also obligations relating to RPA-1 and/or RPA-3.
- 7.2.3 Upon the payment in full of the principal of and interest on the Obligations, ~~and~~ and any obligations relating to RPA-1 and RPA-3, and payment of the fees, charges and expenses of the City, the Trustee and any Paying Agent, and any other amounts required to be paid under the Obligation Ordinance and the Indenture or any ordinance or trust indenture authorized in connection with any obligations relating to RPA-1 and RPA-3, all amounts remaining on deposit in the Special Allocation Fund shall be paid to the City for disposition pursuant to the TIF Act. Notwithstanding anything in this Agreement to the contrary, if all of the Notes held by the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, the City has full discretion on the application of Available Revenues in accordance with the TIF Act, this sentence shall also apply if the Developer notifies the City that Notes issued in a lower amount are acceptable, as described in subsection 7.2.2 ~~of this Agreement~~ hereof.

7.3 Certification of Base for PILOTs and EATs. Within sixty (60) calendar days after execution of this Agreement, Developer shall provide to the City or its authorized representative any documents necessary for the City or County Assessor to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within RPA-2 as of December 31, 2022; and (ii) information related to payment of economic activity taxes, including utility taxes, by any businesses, owners or other occupants of RPA-2 in the calendar year ending ~~2022~~2021. Within ninety (90) calendar days after execution of this Agreement, subject to Force Majeure, the City shall provide to the Developer (i) a true, correct and complete copy of the County Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within RPA-2 based upon the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within RPA-2 as of the calendar year ending 2022; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within RPA-2 for the calendar year ending ~~2022~~2021, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, or licenses, fees or special assessments identified as excluded in as amended, taxes imposed on sales pursuant to Section 67.1712.2 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, which are not subject to allocation pursuant to Section 99.845.3 of the TIF Act.

7.4 Limited Use of Available Revenues. The City hereby agrees for the term of this Agreement (so long as any Notes are Outstanding) to apply all Available Revenues, and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of Notes issued under this Agreement as provided in the Obligation Ordinance and this Agreement. The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are Outstanding a request for an appropriation of all moneys on deposit in the RPA-2 EATS Sub-Account of the Special Allocation Fund for application to the payment of the principal amount, premium, if any, and interest of the Notes. Except for a request by the Developer to amend the Obligation Ordinance to satisfy the requirements of its Lender, the Developer agrees not to challenge the legality, validity or enforceability of the Obligation Ordinance, the proceedings related thereto, or the structure or general applicability of the Available Revenues set forth herein.

7.5 Consent to Release of Sales Tax Information. If there are six or fewer businesses generating sales taxes, the Developer shall cause each business within RPA-2 to deliver (i) a consent to disclose the amount of sales taxes remitted to the Missouri Department of Revenue from taxable sales within RPA-2 and to allow the City to make public such information for the purposes of complying with reporting requirements contained in the TIF Act, calculating any portion of the TIF Revenues, and making certain disclosures associated with any public offering or private placement of Bonds, and (2) a certification of such business's taxable retail sales within RPA-2 for the purpose of calculating any portion of the TIF Revenues. Receipt of such consent shall be a prerequisite to the issuance of Bonds. Notwithstanding anything in this Section ~~7.5~~ to the contrary, to the extent the Developer is unable to provide an aforementioned consent as described in this Section ~~7.5~~, the Developer may request a waiver of this obligation to provide a consent, wherein the Developer must also agree in writing to provide sufficient indemnifications to the City, as determined by the City Attorney, relating to the City's release of the information described in this Section ~~7.5 to the Missouri Department of Revenue.~~

Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to include within its calculation of any portion of the TIF Revenues the sales tax revenues generated from any business within RPA-2 that has not provided the above-described release or certification, but for which the Developer is required by this paragraph to cause to be provided. To the extent permitted by law, the City will not disclose the name of any business to which sales are attributable.

ARTICLE VIII. DETERMINATION OF TIF REVENUES

8.1 Cooperation of the Parties. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement, and other information pertinent for payment of the Obligations.

8.2 Further Assistance. To further assist the City in calculating TIF Revenues, Developer or its successor(s) in interest as owner or owner(s) of the affected portion(s) of the Property shall use all reasonable efforts to:

- 8.2.1 Supply or cause to be promptly supplied to the City, copies of sales tax returns filed with Missouri Department of Revenue promptly after filing by "sellers" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Property; and
- 8.2.2 Supply or cause to be promptly supplied to the City, copies of monthly invoices received for utility services provided to the Property including, but not limited to electric, natural gas, and telephone services; and
- 8.2.3 Request any purchaser or transferee of real property and any lessee or other user of real property located within RPA-2 to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from RPA-2 to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Property).

Notwithstanding anything ~~herein~~ to the contrary ~~set forth~~ herein, this Section does not apply to any Property used solely for residential for-sale uses ~~and further provided that~~. Further, Developer's inability to supply the above documentation, despite the Developer's best efforts, will not be a default under this Agreement.

8.3 Obligation to Report TIF Revenues. Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely furnish to the City such documentation as is required by ~~this ARTICLE VIII hereof~~ and other applicable ~~Section-sections~~ of this Agreement. So long as any Obligations are Outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

ARTICLE IX. RIGHT TO TERMINATE

9.1 Developer’s Right to Terminate. Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, Developer’s obligation to commence or complete the Redevelopment Project, at any time prior to the delivery of a Certificate of Substantial Completion applicable to Phase II, the Developer may, by giving written notice to the City, abandon the Redevelopment Project as to Phase II and terminate this Agreement and the Developer’s obligations hereunder as to the abandoned Phase II if the Developer determines, in its sole discretion, that Phase II is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer for the abandoned Phase II and any Notes issued in connection with the abandoned Phase II pursuant to this Agreement shall be deemed null, void, and canceled. Upon completion of Phase II, Developer may not abandon the completed Phase II nor terminate this Agreement as to the completed Phase II, and the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II, subject to the terms of **Section 9.2** hereof.

9.2 City’s Right to Terminate. The City may terminate this Agreement if (a) ~~the Developer fails to~~ on or before December 31, 2024, the Developer fails to submit its Notice of Commencement of Construction for Phase II; or (b) the Developer materially breaches any representation or warranty contained in this Agreement; or (c) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach a set forth in this Agreement. Upon termination of this Agreement for any reason, amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any Obligations issued in connection with this Agreement shall be deemed null, void and canceled; provided, however, that upon completion of Phase II, the Developer may not abandon the completed Phase II and neither the Developer nor the City may terminate this Agreement as to the completed Phase II, the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II.

ARTICLE X. NON-COMPLIANCE; EVENT OF DEFAULT; REMEDIES

10.1 General Non-Compliance. Except as is otherwise specifically addressed herein, in the event of any violation or breach of any covenant, agreement, restriction, or regulations contained in this Agreement or Redevelopment Plan by either of the Parties or their successors or assigns as the case may be, the non-breaching Party shall give written notice of such violation or breach and the breaching Party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching Party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof.

10.1.1 Except as otherwise provided in ~~Subsection~~ Section 10.1.2 hereof, in the event any breach or violation remains uncured after thirty (30) calendar days (or in the event that said breach cannot be cured within thirty (30) calendar days, ~~and the Developer-breaching Party~~ has stopped diligently pursuing the same as determined by the ~~City~~ non-breaching Party) from the date of notice (an “**Event of Default**”), the breaching Party, for itself and its successors and assigns, agrees that the non-breaching Party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom; provided, however, that in no event shall the non-breaching Party be entitled to recover punitive or

exemplary damages from the breaching Party. The Parties, their successors and assigns, further agree that the other Party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. Such legal proceedings, if against Developer, shall not affect the tax increment financing established in connection with this Agreement unless specifically provided for herein. The breaching Party at all times shall have the right to appeal to the courts from any adverse decision so rendered prior to the effectiveness of any termination hereunder.

10.1.2 Notwithstanding any provision in this Agreement to the contrary, the remedies available under this Agreement arising from an Event of Default due to the Developer's failure to substantially complete Phase II in accordance with the terms of this Agreement shall be limited to the following exclusive and noncumulative remedies: the City may declare the Notes issued for Phase II null, void and cancelled and the Developer shall have no continuing obligation to complete Phase II and no continuing obligation to perform or comply with this Agreement.

10.2 Right to Cure Developer's Default. Lender shall have the same rights as Developer to cure the defaults of Developer under this Agreement. In addition, if Lender reasonably determines that it is necessary to own some or all of the Property in order to cure such default(s) of Developer under this Agreement, the period for Lender to cure such default(s) shall be extended for such period of time as shall reasonably be agreed to in writing between Lender and the City in order for Lender to foreclose on the Property (or any portion thereof) or otherwise acquire title to the Property (or any portion thereof).

10.3 Extensions of Time for Performance. Notwithstanding any provision of this Agreement to the contrary, neither Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of (and for the duration of) any delay caused by Force Majeure; provided, however, that (i) such event of Force Majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) calendar days of the commencement of such claimed event of Force Majeure. Developer shall, upon request, provide the City with reasonable evidence, acceptable to the City Administrator of the City or the City's legal counsel, substantiating any claim of Force Majeure. Further, in no event will an event of Force Majeure extend the times for performance by more than 24 months.

ARTICLE XI. SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

11.2 Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the

terms and conditions of this Agreement), provided that until Substantial Completion of the Work and Redevelopment Project, the rights, duties and obligations of the Developer under this Agreement to perform the Work and Redevelopment Project shall not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed upon a reasonable demonstration by Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and Redevelopment Project and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding the foregoing, no such notice and approval or consent shall be required with respect to (a) the collateral assignments and pledges provided to Lender in connection with Developer's financing of the Redevelopment Project, (b) the assignment of any Phase or portion of any Phase of this Agreement or the obligations hereunder to any Permitted Assignee, (c) the sale or lease of the Property in the ordinary course of business if Developer's rights under this Agreement are not being assigned, or (d) any sale of any Property to be used solely as residential for-sale housing; provided, however, that for any assignment under (a) or (b) above, the Developer shall remain liable for the Substantial Completion of Phase II or portion thereof unless the City has given its prior written approval after demonstration of the Permitted Assignee's ability to complete such Phase II or portion thereof as set forth above, which approval shall not be unreasonably withheld, conditioned or delayed.

11.3 Assignment or Sale to Exempt Organization. Prior to any sale, transfer, or other disposition of all or any portion of the Property or any interest therein to an entity or organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all Obligations are paid in full or twenty-three (23) years from the date that the ~~Obligation Ordinance was~~ [Approving Ordinances were](#) adopted by the City. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

11.4 Notice to City of Transfer. Developer agrees to notify the City in writing of any sale, transfer, or other disposition of the Property or any interest therein as permitted by this ~~Section 11-of this Agreement-~~ [2 hereof](#) within thirty (30) calendar days after the date of said sale, transfer or other disposition; provided, however, no notice shall be required for any sale, transfer, or other disposition that relates to the sale of residential for-sale housing. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred, or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, no such notice shall be required with respect to the deed of trust and collateral assignments and pledges provided to Lender in connection with Developer's initial financing of the Redevelopment Project.

ARTICLE XII. RELEASE AND INDEMNIFICATION

12.1 Release and Indemnification. The indemnifications and covenants contained in ~~this~~ [ARTICLE XII hereof](#) as set forth below shall survive termination or expiration of this Agreement and shall be binding obligations of Developer.

12.2 No Liability. Notwithstanding anything herein to the contrary, the City, and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance ([including, but not limited to, the Approving Ordinances and the Obligation Ordinance](#)) adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or

have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Developer are prevented from enjoying the rights and privileges hereof.

12.3 Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

During such time as Developer is the owner of Obligations, if a third party brings an action against the City, the Developer, or the City's or Developer's respective officials, officers, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the Obligations, or the ordinance approving this Agreement, Developer may (but shall not be obligated to), at its option, assume the defense of such claim or action with counsel of Developer's choosing, but Developer may not settle or compromise any claim or action for which Developer has assumed the defense without the prior written approval of the City, which approval will not be unreasonably withheld, conditioned, or delayed. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding; provided, Developer and its counsel shall consult with the City throughout the course of any such action and Developer shall pay all reasonable and necessary fees, expenses, and costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to this Agreement. [This Section does not apply to any action pending as of the date of execution of this Agreement.](#)

12.4 Release.

- 12.4.1 Developer releases from and covenants and agrees that the City and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify defend and hold harmless the City and its governing body members, officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property or construction of the Redevelopment Project, including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, expenses, and costs, except for those matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.
- 12.4.2 The City's governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Developer, or their officers, agents, servants or employees or any other person who may be about the Property or the Redevelopment Project except for matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.
- 12.4.3 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body

members, officials, officers, agents, servants or employees in their individual capacities.

- 12.4.4 No official, officer, employee or representative of the City shall be personally liable to Developer: (1) in the event of a default or breach by any Party under this Agreement, or (2) for any amount or any Obligations which may become due to any Party under the terms of this Agreement.
- 12.4.5 Developer releases from and covenants and agrees that the City's governing body members, officials, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify, defend and hold the City, and its governing body members, officials, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys fees, expenses, and costs incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the construction of the Work, (2) the negligence or willful misconduct Developer and their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Redevelopment Project, and (3) compliance by Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officials, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement.

ARTICLE XIII. MAINTENANCE OBLIGATIONS

13.1 Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon Substantial Completion of the Redevelopment Project and so long as any Obligations are Outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of Force Majeure), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

13.2 Maintenance of Public Improvements. The parties to this Agreement acknowledge, understand, and agree that none of the public improvements completed in or about the Property relating to the Redevelopment Project, will be conveyed to the City for maintenance. Further, that Developer will provide for the ongoing maintenance and repair of all public improvements completed in or about the Property relating to the Redevelopment Project. This obligation shall run with the land and shall be binding upon any owner of the real property of the Redevelopment Area. Notwithstanding anything in

this Agreement to the contrary, this Section ~~13.2~~ does not prohibit the City from accepting for maintenance any projects relating to the Special District.

**ARTICLE XIV.
NOTICE**

14.1 Notice. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other or to Developer shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, sent via overnight delivery with confirmation receipt, or delivered personally:

In the case of the Developer to:

Wildhorse Village, LP
c/o Clayco, Inc.
7800 Forsyth Boulevard, Suite 300
Clayton, Missouri 63105
Attention: Jeffrey J. Tegethoff
Phone: (314) 429-5100
Email: tegethoffj@realcrg.com

With a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
Clayton, Missouri 63105
Attention: David G. Richardson
Phone: (314) 480-1500
Email: David.Richardson@huschblackwell.com

In the case of the City to:

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator
Phone: (636) 537-4711
Email: cityadministrator@chesterfield.mo.us

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert D. Klahr
Phone: (314) 552-6683
rklahr@atllp.com

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section. Notice shall be deemed given and received

as of the date of personal delivery, overnight delivery ~~or confirmed facsimile~~, or as of the first day immediately following the date of receipt marked on the return card for registered or certified mail.

ARTICLE XV. GENERAL PROVISIONS

15.1 Inspection. The City may conduct such periodic inspections of the Work and Redevelopment Project as may be generally provided in the building code of the City. In addition, Developer shall allow other authorized representatives of the City access to the Work and Redevelopment Project site from time to time upon reasonable advance notice prior to the completion of the Work and Redevelopment Project for reasonable inspection thereof. Developer shall also allow the City and their respective employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work and Redevelopment Project as the City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

15.2 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of State of Missouri for all purposes and intents.

15.3 Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. The terms, conditions and provisions of this Agreement cannot be amended, modified or eliminated except by mutual agreement between Developer and the City, and their respective successors and assigns in a writing signed and executed by all Parties setting forth the terms of any such amendment or modification, and provided further, that any amendment in conflict with any provision of the Redevelopment Plan shall require the written approval of the City.

15.4 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

15.5 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

15.6 Representatives Not Personally Liable. No elected or appointed official, officer, agent, employee or representative of the City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

15.7 Federal Work Authorization Program. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, as amended, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, and that, to the extent that the employees of the Developer are working in connection with the Redevelopment Project ~~apply~~, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as amended, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the Redevelopment Project. At the time of submission of each Certificate of Reimbursable Redevelopment Project Costs and each Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised

Statutes of Missouri, as amended, with respect to the employees of the Developer working in connection with the Redevelopment Project, to the extent the Developer has any such employees.

15.8 Nondiscrimination. Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control on the Property or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. Developer further agrees that it shall cause a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Property.

15.9 Hazardous Substances. Developer agrees that it will comply or cause compliance with all laws, orders and regulations of any governmental authority regarding Hazardous Materials (as defined in this Section ~~15.9~~) which are applicable to its use of RPA-2. “Hazardous Materials” include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq. including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the laws, orders and regulations of any governmental authority relating to Hazardous Materials.

15.10 Compliance with Affirmative Action, Equal Opportunity and Non-Discrimination Laws and Regulations. In any contract for work in connection with the Work, Developer (which term shall include any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity which is a related entity to such entities), its contractors and subcontractors shall comply with all federal and state laws, ordinances or regulations governing equal opportunity and nondiscrimination.

15.11 Employment of City Officials, Officers, or Employees. In the acquisition, leasing, construction, rehabilitation and/or operation of the Work or the Redevelopment Project, Developer shall not knowingly employ or contract with any person who is a member of the governing body of the City, or is employed by any such political subdivision in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

15.12 Cooperation. The Parties to this Agreement agree to cooperate with the other Party in carrying out the Redevelopment Plan as the same applies to the Property, the Work, and the Redevelopment Project, with due diligence and will perform each and every act required of it under this Agreement.

15.13 Personal Liability. No official, officer, or employee of the City, or Developer shall be personally liable to the other Party or any successor in interest or assign of the other Party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

15.14 Enforcement of Agreement. The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

15.15 Recording of Agreement. Developer shall, within ~~10~~ ten (10) Business Days of the execution of this Agreement, submit to the St. Louis County Recorder’s Office an original of this

Agreement for recording, and the agreements and covenants contained herein shall be covenants running with the land.

15.16 Anti-Discrimination Against Israel Act. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE XVI. REPRESENTATIONS OF THE PARTIES

16.1 Representations of Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms. Except for a request to amend the Redevelopment Plan as may be necessary to comply with the provisions of this Agreement, the Developer agrees not to challenge the legality, validity or enforceability of the Redevelopment Plan or the proceedings related thereto.

16.2 Representations of City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

ARTICLE XVII. SPECIAL DISTRICT

17.1 Special District.

(a) The Developer hereby covenants and agrees to take all actions necessary to assist in the establishment of the Special District for all of the Property comprising RPA-2 and the implementation of the funding mechanism for the Special District, as described in ~~this Article XVII hereof~~, all in accordance with the Special District Act. The aforementioned shall include, but is not limited to, petitioning the City for the establishment of the Special District ~~for that includes~~ all of the Property comprising RPA-2, in accordance with the Special District Act, and voting in favor of the funding mechanism for the Special District. In accordance with this Section ~~17.1~~, the Developer shall submit a petition to the City no later than thirty (30) calendar days from the date of this Agreement, requesting the establishment of the Special District (the “*Special District Petition*”). Notwithstanding anything in this Agreement to the contrary, Developer’s failure to submit the Special District Petition to the City as set forth in this Section ~~17.1~~ by no later than thirty (30) calendar days from the date of this Agreement will constitute an Event of Default and will allow the City to terminate this Agreement in accordance with **Section 9.2** hereof; provided, however, that the Developer shall have the right to cure such Event of Default within ten (10) Business Days of receiving written notice from the City of such Event of Default.

Notwithstanding anything in this Agreement to the contrary, the Developer's Special District Petition may exclude the portions of the Property known as the Wildhorse Apartments and the AC Hotel by Marriott St. Louis Chesterfield.

(b) The Special District's advisory board or commission, shall consist of 7 members who shall be selected by the City, and consented to by the governing body of the City. Two of the 7 members of the Special District's advisory board or commission shall be designees of the Developer, the remaining 5 members shall be designees of the City.

(c) The Developer states that at the time of the execution of this Agreement, it has sold a portion of the Property to unrelated developers for the construction of residential properties. The Developer states that it will use its best efforts to cause the aforementioned unrelated developers to (i) join in the Special District Petition, (ii) not object to the Special District Petition and the Special District, and (iii) vote in favor of the funding mechanism for the Special District. Further, in addition to recording a copy of this Agreement as described in **Section 15.15** ~~of this Agreement~~ hereof, the Developer will disclose the existence ~~of any (or planned existence) of the~~ Special District to any homeowners and residents within the Special District in a separate writing in a form to be approved by the City's legal counsel, and shall cause any unrelated developers to do the same.

(d) The Special District Petition shall comply with the requirements of the Special District Act and include, among other things, (a) description of the boundaries of the Special District as set forth in **Section 17.1(a)** hereof, (b) request that the Special District impose as its funding mechanism a tax upon the owners of real property within the Special District in an amount not to exceed eighty-five cents on the one-hundred-dollar assessed valuation, and (c) include the proposed uses to which the Special District Revenues may be put which shall include all qualified and allowable expenditures allowed under the Special District Act including, but not limited to:

- (i) maintenance, repair, and replacements of the Paved Lake Trail;
- (ii) maintenance, repair, and replacement of City accepted streets and on-street parking;
- (iii) maintenance, repair, and replacement of street lighting;
- (iv) maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- (v) security;
- (vi) legal, insurance, administration, and financial oversight; and
- (vii) all other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Developer and City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

“CITY”:

CITY OF CHESTERFIELD, MISSOURI

By: _____
Bob Nation, Mayor

ATTEST:

City Clerk

“DEVELOPER”:

WILDHORSE VILLAGE, LP

By: Wildhorse Village GP, LLC, its General Partner

By: _____
Jeffrey J. Tegethoff, Manager

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

On this day of April _____, 2023, before me appeared Bob Nation, to me personally known, who, being by me duly sworn, did say that said individual is the Mayor of the CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Printed Name: _____

(SEAL)

My Commission Expires:

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

On this ____ day of April, 2023, before me appeared Jeffrey J. Tegethoff, to me personally known, who, being by me duly sworn, did say that said individual is the Manager of Wildhorse Village GP, LLC the General Partner of WILDHORSE VILLAGE, LP, a Missouri limited partnership, and that such officer is authorized to sign the instrument on behalf of said entities, and acknowledged to me that such officer executed the within instrument as said entities free act and deed.

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

Notary Public

Printed Name: _____

(SEAL)

My Commission Expires:

EXHIBIT A – Notice of Commencement of Construction

FORM OF NOTICE OF COMMENCEMENT OF CONSTRUCTION OF PHASE II

The undersigned, being a duly authorized officer of Wildhorse Village, LP (the “Developer”), delivers this notice to the City of Chesterfield, Missouri (the “City”) in connection with the Redevelopment Agreement for ~~Chesterfield Regional Area~~ RPA-2 dated as of [_____], 2023 (the “Agreement”) by and between the City and the Developer. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The undersigned hereby certifies as to the following:

1. All property within RPA-2 necessary for Phase II of the Redevelopment Project, has been acquired by Developer or a related entity in accordance with the Agreement.
2. An agreement with a contractor or contractors to complete [insert portion] of Phase II of the Redevelopment Project has been entered into.
3. All necessary financing to complete Phase II of the Redevelopment Project has been obtained or other funding is available.
4. This Notice of Commencement of Construction is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to commencement of construction of Phase II of the Redevelopment Project.

Executed by the Developer this ____ day of [_____].

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

EXHIBIT B – Certificate of Reimbursable Redevelopment Project Costs

**FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

To:

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

**Re: City of Chesterfield, Missouri, Chesterfield Regional Tax Increment Financing
Redevelopment Plan and Project, RPA-2**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement for ~~Chesterfield Regional Area~~ RPA-2 dated as of [_____], 2023 (the “Agreement”), by and between the City and Wildhorse Village, LP, a Missouri limited partnership (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project and attached hereto are itemized invoices, receipts or other information evidencing such costs.

2. These Reimbursable Redevelopment Project Costs have been incurred or paid and are reimbursable under the Approving ~~Ordinance~~ Ordinances and the Agreement.

3. With respect to Phase II, Reimbursable Redevelopment Project Costs of at least \$500,000.~~00~~ have been incurred.

4. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Obligation Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

7. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

8. If any cost item to be reimbursed under this Certificate of Reimbursable Redevelopment Project Costs is deemed not to constitute a “redevelopment project cost” within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

9. The costs to be reimbursed under this Certificate constitute advances qualified for tax-exempt Notes:

Yes: _____ No: _____

10. Attached to this Certificate of Reimbursable Redevelopment Project Costs is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

11. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this _____ day of _____, 20__.

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, 20__.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: _____
Title: _____

SCHEDULE 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:

EXHIBIT C – Certificate of Substantial Completion

**CERTIFICATE OF SUBSTANTIAL COMPLETION
OF PHASE II DELIVERED BY
WILDHORSE VILLAGE, LP**

The undersigned, WILDHORSE VILLAGE, LP, a Missouri limited partnership (the “Developer”), pursuant to that certain Redevelopment Agreement for ~~Chesterfield Regional Area~~-RPA-2 dated as of [_____], 2023, by and between the City of Chesterfield, Missouri (the “City”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of _____, the construction of Phase II (as defined in the Agreement) has reached Substantial Completion in accordance with the Agreement.

2. That the Work has been performed in a workmanlike manner and lien waivers for applicable portions of the Work have been obtained.

3. This Certificate of Substantial Completion (this “Certificate”) is accompanied by the project engineer’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that such Work has been substantially completed in accordance with the Agreement.

4. This Certificate is being issued by the Developer to the City in accordance with **Section 4.9** of the Agreement to evidence satisfaction of all obligations and covenants with respect to the Work for Phase II.

5. The City’s acceptance below or the City’s failure to object in writing to this Certificate within thirty (30) Business Days of the City’s receipt of this Certificate (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) Business Day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct Phase II with respect to which this Certificate relates.

6. This Certificate shall be recorded in the office of the St. Louis County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

7. Attached to this Certificate is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20[___].

WILDHORSE VILLAGE, LP

By: _____
Name: _____
Title: _____

ACCEPTED:

City of Chesterfield, Missouri

By: _____
Name: _____
Title: _____

[Insert Notary Blocks]

Appendix A

Engineer's AIA Certificate of Substantial Completion

(Attached hereto.)

EXHIBIT D-1 – Legal Description of the Redevelopment Area

A tract of land being part of U.S. Surveys 123, 415, 2002 and 2031, in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of 405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.35 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.72 feet and a chord which bears North 13 degrees 54 minutes 00 seconds West, 816.57 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an arc length of 93.30 feet and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet to the west line of Parkview Terrace, thence crossing said road along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet continuing along said curve to the right having a radius of 919.00 feet with an arc length of 404.27 feet and a chord which bears South 72 degrees 17 minutes 22 seconds East, 401.02 feet; thence crossing said Wildhorse Creek Road, North 30 degrees 18 minutes 46 seconds East, 72.12 feet to the north right-of-way line of said Wild Horse Creek Road, said point also being located on the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said

prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet thence crossing said Wild Horse Creek Road, South 40 degrees 25 minutes 28 seconds West, 92.67 feet to the south right-of-way line of said road; thence along said right-of-way line the following , South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet South 58 degrees 25 minutes 45 seconds East, 164.17 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet and South 17 degrees 50 minutes 47 seconds East, 135.74 feet to the west right-of-way

line of Chesterfield Parkway West, variable width; thence crossing said Chesterfield Parkway West, South 60 degrees 32 minutes 41 seconds East, 73.31 feet to the east right-of-way line of said of Chesterfield Parkway West; thence along said east right-of-way line North 71 degrees 17 minutes 55 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following course and distances: South 69 degrees 05 minutes 52 seconds East, 32.21 feet; South 59 degrees 27 minutes 48 seconds East, 217.63 feet; South 33 degrees 54 minutes 58 seconds East, 563.21 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a curve to the left having a radius of 2,914.93 feet along said curve with an arc length of 539.15 feet and a chord which bears South 38 degrees 51 minutes 56 seconds East, 538.38 feet; South 44 degrees 50 minutes 03 seconds West, 10.00 feet to the beginning of a curve to the left having a radius of 2,924.93 feet; along said curve with an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 57 seconds East 297.66 feet; South 33 degrees 46 minutes 27 seconds East, 104.87 feet; South 49 degrees 20 minutes 14 seconds East, 99.00 feet; South 58 degrees 35 minutes 13 seconds East, 15.00 feet; North 10 degrees 39 minutes 06 seconds East, 54.56 feet to the beginning of a non-tangential curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 54 seconds East, 54.29 feet; South 37 degrees 50 minutes 04 seconds East, 51.79 feet; South 57 degrees 08 minutes 21 seconds East, 104.82 feet; South 57 degrees 06 minutes 50 seconds East, 362.80 feet and South 42 degrees 53 minutes 17 seconds East, 8.16 feet to its intersection with the western right-of-way of East Chesterfield Center as vacated by Book 8872, Page 2431, said point also being located on a non-tangential curve to the right having a radius of 61.00 feet; thence along the said western right-of-way line the following courses and distances: along said curve with an arc length of 31.10 feet and a chord which bears South 13 degrees 32 minutes 29 seconds West, 30.76 feet; South 28 degrees 09

minutes 05 seconds West, 126.11 feet; South 29 degrees 49 minutes 21 seconds West, 56.32 feet to the beginning of a curve to the left having a radius of 311.50 feet; along said curve with an arc length of 225.89 feet and a chord which bears South 09 degrees 22 minutes 11 seconds West, 220.97 feet; South 11 degrees 24 minutes 16 seconds East, 157.91 feet to the beginning of a curve to the right having a radius of 250.00 feet; along said curve with an arc length of 104.44 feet and a chord which bears South 00 degrees 33 minutes 49 seconds West, 103.68 feet and South 12 degrees 36 minutes 11 seconds West, 43.83 feet; thence

crossing said Chesterfield Center and along the south line of a tract of land as conveyed to Hp Chesterfield LLC by instrument recorded in Book 20786, Page 615 of above said records; an a curve to the left having a radius of 473.00 feet, an arc length of 208.18 feet and a chord which bears South 87 degrees 54 minutes 27 seconds East, 203.50 feet; to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 39 degrees 55 minutes 19 seconds West, 21.05 feet; South 34 degrees 26 minutes 44 seconds West, 108.95 feet; South 34 degrees 26 minutes 46 seconds West, 386.00 feet; South 23 degrees 32 minutes 25 seconds West, 181.58 feet; South 31 degrees 7 minutes 33 seconds West, 828.33 feet and South 85 degrees 40 minutes 34 seconds West, 26.89 feet to its intersection with the north right-of-way line of West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 50 minutes 32 seconds West, 332.74 feet; North 82 degrees 52 minutes 15 seconds West, 63.94 feet and South 86 degrees 44 minutes 25 seconds West, 35.95 feet to the southeastern corner of Lot C108 of above said Chesterfield Village Area "A" Phase One Plat One; thence along the eastern line of said Lot C108, North 02 degrees 24 minutes 16 seconds East, 153.50 feet to the northeastern corner of thereof; thence along the northern and east lines of Lots C108, and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following: North 52 degrees 55 minutes 44 seconds West, 837.00 feet; North 18 degrees 15 minutes 44 seconds West, 305.01 feet; North 64 degrees 15 minutes 19 seconds West, 41.67 feet to the beginning of a curve to the left having a radius of 432.37 feet; along said curve with an arc length of 106.59 feet and a chord which bears South 60 degrees 41 minutes 27 seconds West, 106.62 feet to the beginning of a curve to the left having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears 73 degrees 45 minutes 20 seconds West, 248.28 feet and North 84 degrees 41 minutes 22 seconds West, 14.47 feet to the eastern right-of-way line of said West Chesterfield Parkway, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 37.52 feet and a chord which bears North 03 degrees 53 minutes 50 seconds East, 37.51 feet and North 06 degrees 42 minutes 12 seconds East, 37.51 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, said point also being the

beginning of a curve to the right having a radius of 763.50 feet; along said right-of-way and said curve with an arc length of 3.77 feet and a chord which bears North 08 degrees 29 minutes 03 seconds East, 3.77 feet to the intersection of the prolongation of the north right-of-way line of Lydia Hill Drive, variable width; thence along said prolongation line and the north right-of-way line of Lydia Hill Drive, North 89 degrees 23 minutes 30 seconds West, 614.31 feet to its intersection with the east right-of-way line of Veterans Place, 50 feet wide; thence along said right-of way line and its direct northeasterly

prolongation, North 00 degrees 40 minutes 13 seconds East, 1,181.10 feet; thence departing said prolongation line, South 89 degrees 19 minutes 47 seconds East, 27.80 feet to the northeast corner of Main Circle Drive, variable width, said point also being located on a curve to the left having a radius of 20.00 feet; thence along said right-of-way line the following courses and distances: along last said curve with an arc length of 33.62 feet and a chord which bears South 16 degrees 55 minutes 20 seconds East, 29.80 feet; South 65 degrees 04 minutes 46 seconds East, 69.98 feet to the beginning of a curve to the left having a radius of 126.00 feet, an arc length of 29.36 feet and a chord which bears South 74 degrees 45 minutes 24 seconds East, 29.29 feet; South 78 degrees 25 minutes 56 seconds East, 158.93 feet to the beginning of a curve to the right having a radius of 184.00 feet, an arc length of 231.87 feet and a chord which bears South 42 degrees 19 minutes 54 seconds West, 216.83 feet to the southwestern corner of Lot 9 of Downtown Chesterfield - Plat One a subdivision according to the plat thereof as recorded in Plat Book 357, Page 185 of the above said records; thence long the southern line of Lot 9 and Lot 8 of Downtown Chesterfield - Plat One, South 79 degrees 56 minutes 27 seconds East, 277.79 feet to the southeastern corner of said Lot 8, said point also being located on the western right-of-way line of above said West Chesterfield Parkway; thence along said right-of-way line the following course and distances: North 10 degrees 04 minutes 06 seconds East, 219.45 feet; South 10 degrees 03 minutes 12 seconds West, 22.45 feet; North 10 degrees 03 minutes 12 seconds East, 22.45 feet; North 35 degrees 08 minutes 35 seconds West, 35.20 feet; North 80 degrees 08 minutes 45 seconds West, 15.00 feet and North 10 degrees 01 minute 02 seconds East, 3.50 feet; to the south right of way line of above said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve to the right an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a point of compound curvature having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 10,503,600 square feet or 241.129 acres, more or less.

EXHIBIT D-2 – Legal Description for RPA-2

A tract of land being part of U.S. Surveys 123, 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 southern corner of Adjusted Lot A of Wildhorse as recorded in Plat Book 367 Page 100 of the above said county records, also being on the north right of way line of Wild Horse Creek Road, variable width, being on a curve to the left having a radius of 991.00 feet; thence along the south line of said Adjusted Lot A, with said curve an arc distance of 121.49 feet, and a chord which bears North 56 degrees 09 minutes 42 seconds West, 121.42 feet to the centerline of that part of Chesterfield Airport Road (f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet; South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet and South 42 degrees 09 minutes 21 seconds West, 7.81 feet to the above said north right of way line of Wild Horse Creek Road, thence the following courses and distances along said north right of way line: North 49 degrees 45 minutes 24 seconds West, 44.62 feet to a curve to the right having a radius of 1,109.92 feet; along said curve an arc distance of 45.30 feet and a chord which bears North 48 degrees 35 minutes 15 seconds West, 45.29 feet; North 35 degrees 25 minutes 58 seconds West, 40.95 feet; North 44 degrees 10 minutes 42 seconds West, 120.77 feet to a curve to the left having a radius of 999.00 feet; along said curve an arc distance of 145.88 feet and a chord which bears North 48 degrees 21 minutes 42 seconds West, 145.75 feet; and South 50 degrees 09 minutes 41 seconds West, 8.20 feet to the POINT OF BEGINNING.

Containing 664,287 square feet or 15.250 acres, more or less.

And

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

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of

405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.37 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.69 feet and a chord which bears North 13 degrees 54 minutes 04 seconds West, 816.55 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet; continuing along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet, to a curve to the right having a radius of 919.00 feet; along said curve an arc distance of 444.54 feet and a chord which bears South 71 degrees 02 minutes 03 seconds East, 440.22 feet to a compound curve to the right having a radius of 1,098.00 feet; along said curve an arc distance of 170.98 feet and a chord which bears South 51 degrees 20 minutes 36 seconds East, 170.81 feet; South 00 degrees 43 minutes 13 seconds West, 4.66 feet; South 44 degrees 16 minutes 55 seconds East, 216.96 feet; South 33 degrees 41 minutes 57 seconds East, 12.47 feet to a curve to the left having a radius of 2,917.00 feet; along said curve an arc distance of 39.59 feet and a chord which bears South 48 degrees 37 minutes 01 second East, 39.59 feet; South 49 degrees 00 minutes 20 seconds East, 14.56 feet to a curve to the right having a radius of 90.00 feet; along said curve an arc distance of 9.51 feet and a chord which bears South 45 degrees 58 minutes 48 seconds East, 9.50 feet; South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to a curve to the left having a radius of 1,959.86 feet; along said curve an arc distance of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet; South 58 degrees 25 minutes 45 seconds East, 164.17 feet to a curve to the left having a radius of 1,959.86 feet; and along said curve an arc distance of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet, to the west right of way line of Chesterfield Parkway West, variable width; thence the following courses and distances along said west right of way line: South 17 degrees 50 minutes 47 seconds East, 135.74 feet to a curve to the left having a radius of 1,186.50 feet; along said curve an arc distance of 147.63 feet and a chord which bears South 20 degrees 47 minutes 02 seconds West, 147.53 feet to a compound curve to the left having a radius of 1,111.48 feet; along said curve an arc distance of 118.41 feet and a chord which bears South 20 degrees 12 minutes 06 seconds West, 118.36 feet, to a compound curve to the left having a radius of 1,198.50 feet; along said curve an arc distance of 32.18 feet and a chord which bears South 10 degrees 47 minutes 26 seconds West, 32.18 feet; South 10 degrees 03 minutes 12 seconds West, 183.22 feet to a curve to the right having a radius of 45.00 feet; along said curve an arc distance of 33.64 feet and a chord which bears South 11 degrees 21 minutes 48 seconds East, 32.86 feet; South 10 degrees 03 minutes 12 seconds West, 773.91 feet; South 16 degrees 05 minutes 44 seconds West, 114.01 feet; South 10 degrees 03 minutes 12 seconds West, 94.07 feet to a curve to the right having a radius of 197.50 feet; along said curve to the right an arc distance of 32.29 feet and a chord which bears South 14 degrees 44 minutes 13 seconds West, 32.25 feet to a compound curve to the right having a radius of 47.50 feet; and along said curve an arc length of 62.88 feet and a chord which bears South 57 degrees 20 minutes 29

seconds West, 58.38 feet, to the north right of way line of above said Burkhardt Place; thence crossing Burkhardt Place, South 07 degrees 02 minutes 44 seconds East, 59.71 feet to the south right of way line of said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said south right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a compound curve having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 3,598,381 square feet or 82.607 acres, more or less.

EXHIBIT E – Concept Site Plan for RPA-2

(Attached hereto.)

EXHIBIT F – Redevelopment Project Costs

The amounts set forth herein represent the maximum type of incurred or paid cost for which Developer can be reimbursed for Phase II, subject to the Maximum Amount and as set forth in the Agreement.

<u>Category</u>	<u>Amount</u>
Soft Costs/Acquisition	\$ 3,500,000
Hard Costs	<u>\$ 21,500,000</u>
Total:	\$ 25,000,000

The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

EXHIBIT G – Map of Redevelopment Area

Summary Report	
Title	compareDocs Comparison Results
Date & Time	4/11/2023 11:55:59 AM
Comparison Time	5.12 seconds
compareDocs version	v5.0.100.42

Sources	
Original Document	[#56163142] [v5] Redevelopment Agreement for RPA-2 (3.7.23).doc
Modified Document	[#56163142] [v6] Redevelopment Agreement for RPA-2 (dist. 4.11.2023).doc

Comparison Statistics	
Insertions	111
Deletions	109
Changes	80
Moves	12
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	312

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Redline
Character Level	Word	False
Include Comments	Word	False
Include Field Codes	Word	True
Flatten Field Codes	Word	False
Include Footnotes / Endnotes	Word	True
Include Headers / Footers	Word	True
Image compare mode	Word	Insert/Delete
Include List Numbers	Word	True
Include Quotation Marks	Word	False
Show Moves	Word	True
Include Tables	Word	True
Include Text Boxes	Word	True
Show Reviewing Pane	Word	True
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Budoor

Vice Chair: Councilmember Moore

There are no Parks, Recreation and Arts Committee items scheduled for 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 TW Dieckmann or me prior to Tuesday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

Public Health & Safety Policy No. 13 Revision – The Public Health and Safety Committee unanimously recommends amending Policy #13 to include Marijuana, since it is now legal for recreational purposes.

Proposed Bill No. 3439 – An ordinance of the City of Chesterfield repealing Chapter 210, Offenses Article XIII. Offenses concerning tobacco, alternative nicotine products or vapor products, Section 210.2180. Sale of cigarette papers prohibited. **(First Reading) Public Health and Safety Committee recommends approval.**

The Public Health and Safety Committee unanimously recommended that this section of code, which restricts the sale or provision of cigarette papers, be repealed due to the State's legalization of recreational marijuana.

NEXT MEETING

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

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

PUBLIC HEALTH & SAFETY COMMITTEE MEETING

MARCH 22, 2023

MINUTES

1. The meeting was called to order at 5:30 PM by Chairman, Councilmember Aaron Wahl.
2. Roll Call

Councilmember Aaron Wahl, Ward II (Chairman), Councilmember Mary Monachella, Ward I, Councilmember Dan Hurt, Ward III, Councilmember Merrell Hansen, Ward IV, Councilmember Gary Budoor, Ward IV, City Administrator Mike Geisel, Nathan Bruns from the City Attorney's Office, Captain Cheryl Funkhouser, and Chief Ray Johnson. Several citizens also attended this meeting

3. Minutes –January 30, 2023

Councilmember Wahl motioned and Councilmember Hansen seconded to approve the minutes of the December 7, 2022 meeting. The minutes were approved 3-0 (Councilmember Monachella abstained as she was absent from the December 7th meeting).

The Committee agreed to adjust the order of the agenda to allow for Nathan Bruns to address the Committee on the proposed ordinance regarding golf carts and LSV's.

6. Golf Carts

City Administrator Geisel gave a brief history of the proposed ordinance. He noted that the City Staff has reviewed the possible options to allow golf carts and low speed vehicles (LSV) on City streets. He reminded the committee that Staff had originally recommended against allowing the use of golf carts on public streets, and that State law already provides for the legal use of low speed vehicles. Subsequently, Staff recommended that regardless of whether the City accepted, or rejected the use of golf carts on public streets, that it be done universally, not on a geographic basis. However, the Public Health and Safety Committee had directed staff to create a proposed bill allowing for an "opt in" process. Accordingly, the meeting packet includes a draft bill which mirrors the City's current policy for voluntary traffic controls. Mr. Geisel explained that the configuration of subdivisions and intersecting streets throughout the City make the logistics of enforcing any voluntary or

discretionary “opt in” difficult to enforce. He advised that, if the proposed ordinance is approved by this Committee, persons who live adjacent to public streets may either “opt in” or “opt out” to allow golf carts and/or LSV’s on specific City streets.

The Committee then reviewed the proposed ordinance section by section. Committee members were advised that many of the regulations are set by State Law. There was discussion regarding the safety mandates that would be required on each vehicle and were reminded that LSV’s are State licensed and already follow State safety requirements and are allowed on streets throughout the City. Discussion followed about audible warning signals, windshield composition, lights and directional signals, insurance on the vehicle, and the requirement of seat belts. Chief Johnson noted that any vehicle that would be licensed must follow all traffic regulations and every driver must be licensed by the State.

The Committee then discussed how the subdivision “opt in” or “opt out” would work. Trustees in the subdivisions would follow their indentures to have residents of each subdivision vote on the issue. The trustees would then submit their request to participate if approved by the residents of each subdivision. Heavy discussion continued with members agreeing this would be very cumbersome and not reasonable. The issue of contiguous subdivisions continued and the possibility of allowing the vehicles only for those subdivisions which can be “isolated” from adjacent subdivisions (e.g. those with only one way in and one way out and not connecting to another subdivision without any arterial or collector roads).

Councilmember Hurt voiced that the character of neighborhoods must be maintained and that the home owners associations should play a role in determining whether or not golf carts would be allowed or not..

Councilmember Monachella motioned to not allow golf carts on public streets. The motion failed for a lack of a second.

Discussion continued noting that the proposed ordinance does not satisfactorily handle all options and does not develop a standard for the City. Therefore, the Committee suggested that additional work be done by staff to provide an ordinance that would provide more information on an “opt in” or “opt out” program, based on the “isolated community” concept.

Councilmember Hansen motioned to direct staff to revise the proposed ordinance to incorporate the “isolated community” concept with an “opt in” or “opt out” clause. Councilmember Hurt Seconded. Discussion followed and Councilmember Wahl motioned to amend the motion to also

include the fiscal impact to the City if this proposed ordinance is approved. Councilmember Hansen seconded the motion to amend the motion. The motion to amend passed 4-0. Therefore, the motion would be to request City staff to attempt to draft a revised ordinance to allow “isolated communities” to opt in or out and provide the financial impact to the City. This motion failed 2 - 2.

Additional discussion ensued regarding a revised proposed ordinance. At this time, Councilmember Wahl motioned to amend to previous motion to direct staff to draft revisions to the proposed ordinance to either approve, or disapprove golf carts on public streets universally throughout the City. This motion failed for the lack of a second.

At this time, there will be no further discussion of this issue and the Committee will no longer discuss a change to the proposed ordinance.

The Committee then directed that Mr. Geisel prepare a statement for the City’s social media accounts so that citizens are made aware that golf carts are not legal on any City streets.

The Committee then returned to original order of the agenda.

4. Chief Johnson informed the Committee members that the current City Policy that was approved in 2013 prohibited all forms of smoking and tobacco products and e-cigarettes on City owned property. Chief Johnson provided a proposed policy which would amend the policy to include marijuana since it is now legal. Councilmember Wahl motioned and Councilmember Hansen seconded to approve this new policy. The motion carried 4-0.
5. Chief Johnson noted that the current City Ordinance prohibits the sale of cigarette papers which was intended to limit the illegal use of marijuana. Since recreational marijuana is now legal, this ordinance is no longer useful. Councilmember Wahl motioned and Councilmember Monachella seconded to repeal Chapter 210 Offenses, Article XII Offenses Concerning Tobacco, Alternative Nicotine Products Or Vapor Products, Section 210.2180. The motion carried 4-0
7. Chief Johnson updated the Committee on acquiring bids for the installation of a safety barrier at the City Hall front desk. He noted that a contractor has been contacted but has not yet come to City Hall to survey the area in order to make a bid for this project.
8. There were no other items to discuss

9. There is no date set for a future meeting.
10. The meeting adjourned at 7:30 PM

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC HEALTH & SAFETY

NO. 13

SUBJECT NO SMOKING

INDEX PD

**DATE
ISSUED** December 18, 2013

**DATE
REVISED** 4/1/2023

POLICY

I. PURPOSE

This Policy establishes rules and regulations pertaining to smoking on, and/or within, all property owned by the City of Chesterfield, to include City Hall, other City Facilities, City Parks, and City Vehicles, and prohibits the use of all forms of tobacco products, marijuana, and all forms of smoking including the use of e-cigarettes.

II. PROCEDURE

This policy applies equally to all employees, customers and visitors. The City of Chesterfield bans the use of all types of tobacco products (pipes, cigars and cigarettes), marijuana or “vaping” with e-cigarettes, on any City owned property.

This Policy supersedes any prior policy and eliminates any and all previously designated smoking areas as referred in all previous personnel manuals.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

Chapter 210. Offenses

Article XIII. Offenses Concerning Tobacco, Alternative Nicotine Products Or Vapor Products

Section 210.2180. Sale Of Cigarette Papers Prohibited.

[CC 1990 § 21-7; Ord. No. 276 §§ 1 — 3, 4-17-1989]

- A. **Furnishing Cigarette Papers To Any Person.** No individual, corporation, partnership or other entity or their employees shall sell or supply cigarette papers (said being defined as "papers identified as being able to be used to wrap tobacco or any tobacco product which is not pre-wrapped and packaged for sale as cigarettes") to any person within the City limits.
- B. **Possession By Any Person.** No person shall purchase, attempt to purchase or have in his/her possession any cigarette papers within the City limits.
- C. **Unlawful To Consume On Premises.** It shall be unlawful for any merchant or keeper of any place of business in the City, subject to regulation by the Mayor or City Council or the employees of such merchant or keeper, to permit any person to use cigarette papers to wrap tobacco on the premises on which the business is conducted.

3439

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD REPEALING CHAPTER 210, OFFENSES ARTICLE XIII. OFFENSES CONCERNING TOBACCO, ALTERNATIVE NICOTINE PRODUCTS OR VAPOR PRODUCTS, SECTION 210.2180. SALE OF CIGARETTE PAPERS PROHIBITED.

WHEREAS, The State of Missouri has legalized the use of recreational marijuana, and

WHEREAS, The Public Health & Safety Committee of Council has determined it is no longer desirous to prohibit the sale of cigarette papers,

NOW THEREFORE BE IT ORDAINED BY THE CITY COUCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS.

Section I. The City Council of the City of Chesterfield hereby repeals Chapter 210, Offenses Article XIII. Offenses concerning tobacco, alternative nicotine products or vapor products Section 210.2180. Sale of Cigarette Papers Prohibited.

Section II. This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this _____ day of _____, 2023

Presiding Officer

Bob Nation, Mayor

ATTEST

Vickie McGownd

First Reading Held:

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

Liquor License Request – Mimi’s Café (17240 Chesterfield Airport Rd) – 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. **Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

Liquor License Request – The Gallery (17081 N. Outer Rd, Ste 207) – 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. **Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

Liquor License Request – Tikka Tangy LLC (13441 Olive Blvd) – has requested a new liquor license for retail sale of malt liquor (beer only) by the drink, to be consumed on premise, and Sunday sales. **Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

OTHER LEGISLATION

Proposed Bill No. 3437 - Easement Vacation – Schaeffer’s Grove – An ordinance providing for the vacation of an existing Permanent Roadway, Improvement, Maintenance, Utility, Sidewalk, and Sewer Easement (PRIMUSSE) within the Schaeffter’s Grove subdivision currently under construction (18V510381 and 18V510204). **(First & Second Readings) Department of Planning recommends approval.**

Proposed Bill No. 3438 – Easement Plat – Wildhorse Village, Lot 2A-2 – An ordinance providing for the establishment of access and utility easements on Lot 2A-2 of Wildhorse Village (Terraces at Wildhorse) (18T640402). **(First & Second Readings) Department of Planning recommends approval.**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.



MEMORANDUM

DATE: March 21, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – MIMI’S CAFE**

MIMI’S CAFE ... 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.

There are no known outstanding municipal violations at this location:
17240 Chesterfield Airport Rd.

Mr. Matthew Powell 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, April 18, 2023 city council meeting, I will immediately issue this license.



MEMORANDUM

DATE: March 21, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – THE GALLERY**

THE GALLERY ... 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.

Business description: The Gallery is a modern art gallery and showroom.

There are no known outstanding municipal violations at this location:
17081 N. OUTER 40 RD, STE 207

Mr. Cyrus Beckham 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, April 18, 2023 city council meeting, I will immediately issue this license.



MEMORANDUM

DATE: April 3, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: LIQUOR LICENSE REQUEST – TIKKA TANGY LLC

TIKKA TANGY LLC ... has requested a new liquor license for retail sale of malt liquor (beer only) by the drink, to be consumed on premise, and Sunday sales.

Business description: The restaurant serves Indian cuisine.

There are no known outstanding municipal violations at this location:
13441 Olive Blvd.

Pawandeep Kaur 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, April 18, 2023 city council meeting, I will immediately issue this license.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: April 18, 2023

RE: **Vacation of Easement:** A request to partially vacate the easement situated in the Schaeffer's Grove subdivision on parcels 17655 and 17663 Wild Horse Creek Road.

Summary

The Sterling Company on behalf of Schaeffer's Grove Development, LLC has submitted a request to partially vacate the 25' easement situated on parcels 17655 and 17663 Wild Horse Creek Road of Schaeffer's Grove subdivision. The easement consists of approximately 0.3 acres of ground. The existing easement is also dedicated to multiple utility companies. The City has received easement releases AT&T, Charter Communications Entertainment I, LLC, Missouri American Water company, Metropolitan St. Louis Sewer District, and Spire. The survey showing the easement to be vacated is attached with this memo.



Figure 1: Subdivision Aerial

As per City of Chesterfield Planning & Public Works Procedure Number PPW-1053, the petition was published in the St. Louis Countian Newspaper fifteen (15) days prior to the City Council meeting. Staff did not receive any objection or concerns related to the petition.

Attachments:

- Legislation
- Public Notice
- Petition

BILL NO. 3437

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EASEMENT ON PART OF LOT B OF BOUNDARY ADJUSTMENT PLAT WILDHORSE-SCHAFFER SUBDIVISION PLAT BOOK 354, PAGE 867 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Schaeffer’s Grove Development, LLC, requesting the City to vacate an easement on said tracts of land; and,

WHEREAS, Schaeffer’s Grove Development, LLC, owns the properties on which the easement is located and has no need for the easement; and,

WHEREAS, the Departments of Planning and Public Works have reviewed the petition and have determined that said petition meets all applicable regulations and that the vacation will have no adverse effect on the City of Chesterfield.

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

Section 1. The City Council of the City of Chesterfield hereby approves the easement vacation located on part Lot B of Boundary Adjustment Plat Wildhorse-Schaffer Subdivision Plat Book 354, page 867 of the St. Louis County, Missouri records, as described in Exhibit 2, which is attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of this easement by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record this easement vacation with the Saint Louis County Recorder of Deeds Office; and

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

NOTICE OF VACATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the City of Chesterfield has received a petition to partially vacate the easement situated in the City of Chesterfield, Missouri. Should anyone have an interest in this, please contact Shilpi Bharti, Planner at 636-537-4743 or email at Sbharti@chesterfield.mo.us. The legal description of the property to be vacated is as follows:

A tract of land being part of Lot B of Boundary Adjustment Plat Wildhorse-Schaeffer Subdivision, A subdivision according to the plat thereof recorded in plat book 354 page 867 of the St. Louis principal meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Northwest corner of a tract of land conveyed to St. Louis County water company by instrument recorded in deed book 10592 page 10705 of the above mentioned records, said corner also being located on the east line of "Bur Oaks", a subdivision recorded in plat book 364 page 48 of the above mentioned records; Thence along the east line of said "Bur Oaks" subdivision, north 12° 15' 02" west, 69.81 feet to the point of beginning of the herein described tract of land; Thence continuing along the east line of said "Bur Oaks" subdivision, north 12° 15' 02" west, 27.48 feet to a point; thence leaving said east line of and proceeding the following courses, distances, and curves: north 53° 11' 58" east, 87.63 feet to a point on the west line of a tract of land conveyed to Vision Ventures, LLC, by instrument recorded in deed book 19956 page 418 of the above mentioned records; along the west line of said Vision Ventures, LLC tract the following courses, distances, and curves: along a non-tangent arc to the left, an arc length of 29.32 feet, a radius of 25.00 feet, the chord of which bears south 35° 30' 01" west, 27.67 feet to a point; thence leaving said west line and proceeding the following courses, distances, and curves; south 77° 01' 58" west, 26.97 feet to a point of curvature; along an arc to the left, an arc length of 123.33 feet, a radius of 296.50 feet, the chord of which bears south 65° 05' 57" west, 122.44 feet to a point of tangency; and south 53° 11' 58" west, 351.98 feet to the point of beginning, and containing 13,656 square feet (0.313 acres more or less).

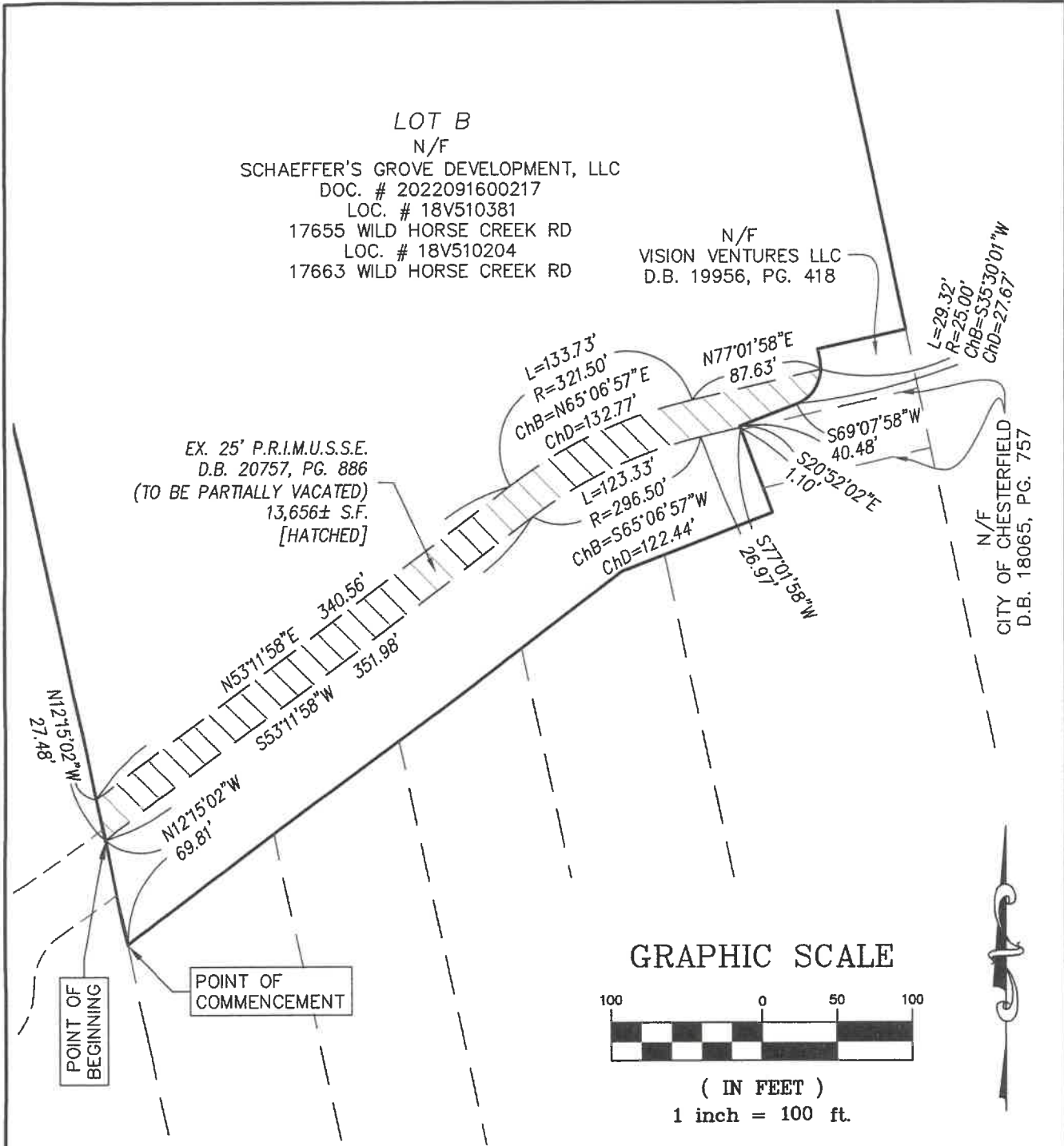


EXHIBIT "A" SHEET 2 of 3

EASEMENT RELEASE EXHIBIT
A TRACT OF LAND BEING LOT B OF BOUNDARY ADJUSTMENT PLAT
WILDHORSE-SCHAEFFER SUBDIVISION (PLAT BOOK 354, PAGE 867),
LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

STATE OF MISSOURI
VIRGINIA
WINTERS
HUMISTON
NUMBER
PLS - 2006016645
PROFESSIONAL LAND SURVEYOR

STERLING CO.
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
(314)-487-0440 FAX 487-8944
Sterling@sterling-eng-sur.com

Virginia W. Humiston 3/9/23
VIRGINIA W. HUMISTON
MO. REG. L.S. # 2006016645

A TRACT OF LAND BEING PART OF LOT B OF BOUNDARY ADJUSTMENT PLAT WILDHORSE-SCHAEFFER SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 354 PAGE 867 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEY 122, 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:

COMMENCING AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ST. LOUIS COUNTY WATER COMPANY BY INSTRUMENT RECORDED IN DEED BOOK 10592 PAGE 10705 OF THE ABOVEMENTIONED RECORDS, SAID CORNER ALSO BEING LOCATED ON THE EAST LINE OF "BUR OAKS", A SUBDIVISION RECORDED IN PLAT BOOK 364 PAGE 48 OF THE ABOVEMENTIONED RECORDS; THENCE ALONG THE EAST LINE OF SAID "BUR OAKS" SUBDIVISION, NORTH 12°15'02" WEST, 69.81 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING ALONG THE EAST LINE OF SAID "BUR OAKS" SUBDIVISION, NORTH 12°15'02" WEST, 27.48 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF AND PROCEEDING THE FOLLOWING COURSES, DISTANCES, AND CURVES: NORTH 53°11'58" EAST, 340.56 FEET TO A POINT OF CURVATURE; ALONG AN ARC TO THE RIGHT, AN ARC LENGTH OF 133.73 FEET, A RADIUS OF 321.50 FEET, THE CHORD OF WHICH BEARS NORTH 65°06'57" EAST, 132.77 FEET TO A POINT OF TANGENCY; AND NORTH 77°01'58" EAST, 87.63 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND CONVEYED TO VISION VENTURES, LLC, BY INSTRUMENT RECORDED IN DEED BOOK 19956 PAGE 418 OF THE ABOVEMENTIONED RECORDS; ALONG THE WEST LINE OF SAID VISION VENTURES, LLC TRACT THE FOLLOWING COURSES, DISTANCES, AND CURVES: ALONG A NON-TANGENT ARC TO THE LEFT, AN ARC LENGTH OF 29.32 FEET, A RADIUS OF 25.00 FEET, THE CHORD OF WHICH BEARS SOUTH 35°30'01" WEST, 27.67 FEET TO A POINT OF NON-TANGENCY; SOUTH 69°07'58" WEST, 40.48 FEET; AND SOUTH 20°52'02" EAST, 1.10 FEET TO A POINT; THENCE LEAVING SAID WEST LINE AND PROCEEDING THE FOLLOWING COURSES, DISTANCES, AND CURVES: SOUTH 77°01'58" WEST, 26.97 FEET TO A POINT OF CURVATURE; ALONG AN ARC TO THE LEFT, AN ARC LENGTH OF 123.33 FEET, A RADIUS OF 296.50 FEET, THE CHORD OF WHICH BEARS SOUTH 65°06'57" WEST, 122.44 FEET TO A POINT OF TANGENCY; AND SOUTH 53°11'58" WEST, 351.98 FEET TO THE POINT OF BEGINNING, AND CONTAINING 13,656 SQUARE FEET (0.313 ACRES MORE OR LESS).

EXHIBIT "A"

SHEET 3 of 3

EASEMENT RELEASE EXHIBIT

A TRACT OF LAND BEING LOT B OF BOUNDARY ADJUSTMENT PLAT WILDHORSE-SCHAEFFER SUBDIVISION (PLAT BOOK 354, PAGE 867), LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



STERLING CO.

5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
(314)-487-0440 FAX 487-8944
Sterling@sterling-eng-sur.com

Virginia W. Humiston 3/9/23

VIRGINIA W. HUMISTON
MO. REG. L.S. # 2006016645

2023010500465

CERTIFIED-FILED FOR RECORD
1/5/2023 2:46:43PM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 5
RECORDING FEE: \$33.00

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: RELEASE
Grantor: SOUTHWESTERN BELL TELEPHONE CO
Grantee: SCHAEFFER'S GROVE DEVELOPMENT LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs.** Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 5 day of January 2023 at 2:46 pm and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

BTG
Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri



DocId:20172331

Tx:40102685



**SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT**

Executed: *9/2/2007*

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI**, (12930 OLIVE BLVD, CREVE COEUR, MO 63141), *Schaeffer's Grove Development LLC*, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in The City of Chesterfield, ST. LOUIS COUNTY, MISSOURI, and described as follows:

17655 Wild Horse Creek Road
17663 Wild Horse Creek Road

Said land of GRANTEE being subject to: A TRACT OF LAND BEING LOT B OF BOUNDARY ADJUSTMENT PLAT WILDHORSE-SCHAEFFER SUBDIVISION (PLAT BOOK 354, PAGE 867), LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A", attached hereto and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 2nd day of September, 2022.

SOUTHWESTERN BELL TELEPHONE
COMPANY (d/b/a AT&T MISSOURI)



Name: JOHN J. ARNOLD

Title: MGR., OSP PLNG & ENGRG DESIGN

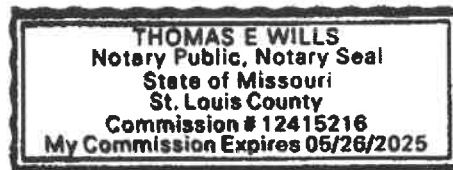
THE STATE OF MISSOURI
CITY OF ST. LOUIS

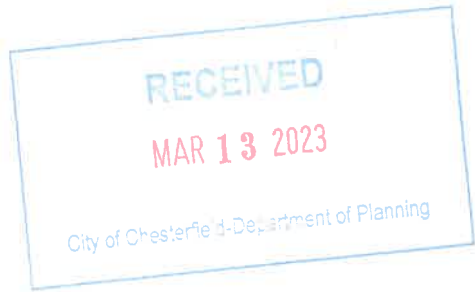
BEFORE ME, the undersigned authority, on this day personally appeared JOHN J. ARNOLD, known to me to be the person whose name is subscribed to the foregoing instrument as the MGR., OSP PLANNING AND ENGINEERING DESIGN of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 2nd day of September, 2022.



Notary Public





2023010400410

CERTIFIED-FILED FOR RECORD
1/4/2023 1:59:06PM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6
RECORDING FEE: \$36.00

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: RELEASE
Grantor: CHARTER COMMUNICATIONS ENTERTAINMENT I LLC
Grantee: CLAYMONT DEVELOPMENT LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 4 day of January 2023 at 1:59 pm and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JS
Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

51



DocId:20171565
Tx:40102219

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: EASEMENT RELEASE

DATE OF DOCUMENT: November 11, 2022

GRANTOR : **Charter Communications Entertainment I, LLC**
Mailing Address: 941 Charter Commons
Town & Country, Missouri 63017

GRANTEE : **Claymont Development, LLC**
Mailing Address: 26 Pacland Estates Drive
Chesterfield, Missouri 63005

SITE ADDRESS: 17655 & 17663 Wild Horse Creek Road
Chesterfield, Missouri 63005

PARCEL I.D. NUMBER: 18V510381 & 18V510204

LEGAL DESCRIPTION: A tract of land being Lot B of Boundary Adjustment Plat Wildhorse-Schaeffer Subdivision (Plat Book 354, Page 867), Located in U.S. Survey 122, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri.

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri a tract of land being Lot B of Boundary Adjustment plat Wildhorse-Schaeffer Subdivision (Plat Book 354, Page 867) Located in US Survey 122, Township North, Range 3 East, City of Chesterfield records of St Louis County, State of Missouri; and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee**, Claymont Development LLC, to place or maintain permanent facilities within easement as indicated on **Exhibit A & B**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 11th day of November 2022.

Charter Communications Entertainment I, LLC, a Delaware limited liability company

By its Manager: Charter Communications, Inc., a Delaware corporation

By: _____



Robert Burton

Title: Field Operations AVP, Charter Communications Entertainment I, LLC



STATE OF MISSOURI)

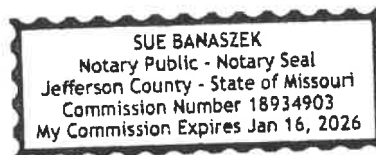
COUNTY OF ST. LOUIS)

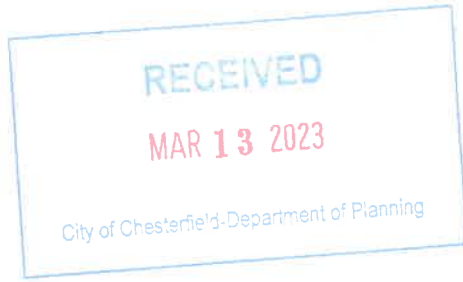
On this 11th day of November 2022, before me appeared Robert Burton, who being by me duly sworn, did say that he is an Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Robert Burton declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.


Sue Banaszek - Notary Public

My Commission Expires:





2023010500466

CERTIFIED-FILED FOR RECORD
1/5/2023 2:46:44PM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 5
RECORDING FEE: \$33.00

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: RELEASE
Grantor: MISSOURI-AMERICAN WATER COMPANY
Grantee: VISION VENTURES LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 5 day of January 2023 at 2:46 pm and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

BTG
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri



DocId:20172532

Tx:40102685

DEED OF RELEASE OF A PORTION OF EASEMENT INTERESTS

This instrument made this 7th day of SEPTEMBER, 2022.

WHEREAS, on the 12th day of November, 2013, Vision Ventures, LLC, a Missouri Limited Liability Corporation of the County of St. Louis, granted to Missouri-American Water Company, formerly known as St. Louis County Water Company, a Missouri corporation, its successors and assigns, an easement(s) 25' wide on *Adjusted Lot B of Wildhorse-Schaffer Plat 2 Subdivision*, as recorded in Plat Book 361, Page(s) 36, of the St. Louis County, Missouri Records, according to Deed Book 20757, Page 886 of the aforementioned County Records, (herein after "**Existing Grant**"); and,

WHEREAS, the Missouri-American Water Company has been requested to grant a release of a portion of said **Existing Grant** described above; and,

WHEREAS, the Missouri-American Water Company is willing to grant such release of a portion of said **Existing Grant** described above;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Missouri-American Water Company by Schaeffer's Grove Development, LLC, a Missouri Limited Liability Corporation the receipt of which is hereby acknowledged, the Missouri-American Water Company by this instrument, does hereby remise and release that portion of the **Existing Grant**, specifically as shown hachured /// on the attached drawing marked Exhibit "A".

Missouri-American Water Company expressly retains all other easement rights of which it may have an interest, with respect to the **Existing Grant** along with all prior and subsequent easement rights to which Missouri-American Water Company has an interest, except for the portion of the **Existing Grant** released.

IN WITNESS WHEREOF, the Missouri-American Water Company has caused these presents to be signed by its Construction Manager this 7th day of SEPTEMBER, 2022.

MISSOURI-AMERICAN WATER COMPANY

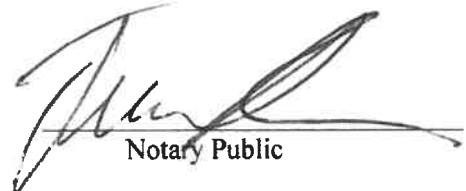
BY 
David Pruitt, Construction Manager

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

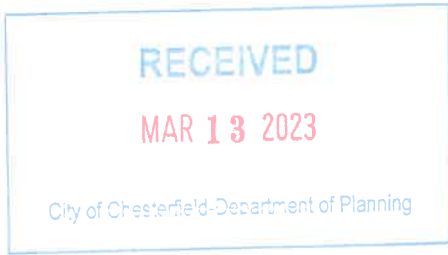
On this 7th day of SEPTEMBER, 2022, before me appeared **David Pruitt**, to me personally known, who being by me duly sworn did say that he is the Construction Manager of Missouri-American Water Company, a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said Construction Manager acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in St. Louis County, Missouri, the day and year last above written.

My commission expires: 12-9-2024


Notary Public

TERRANCE GREEN
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 12389210
My Commission Expires Dec 9, 2024



2022111600057

CERTIFIED-FILED FOR RECORD
11/16/2022 8:19:49AM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 5
RECORDING FEE: \$33.00

THIS DOCUMENT WAS ERECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: EASEMENT
Grantor: METROPOLITAN ST L SEWER DISTRICT
Grantee: SCHAEFFER'S GROVE DEVELOPMENT LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 16 day of November 2022 at 8:19 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

SV

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

3 INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: EASEMENT

DATE OF DOCUMENT:

9/21/2027

GRANTOR:
ADDRESS:

SCHAEFFER'S GROVE DEVELOPMENT, LLC
5091 NEW BAUMGARTNER ROAD
ST LOUIS, MO 63129

GRANTEE:

METROPOLITAN ST. LOUIS SEWER DISTRICT
2350 MARKET STREET
ST. LOUIS, MISSOURI 63103

PROPERTY ADDRESS:

17635 WILDHORSE CREEK RD
CHESTERFIELD, MO 63017

LOCATOR #:

18V520115

CITY/MUNICIPALITY:

CHESTERFIELD, MISSOURI

LEGAL DESCRIPTION:

A TRACT OF LAND BEING LOT B OF BOUNDARY
ADJUSTMENT PLAT WILDHORSE-SCHAEFFER
SUBDIVISION (PLAT BOOK 354, PAGE 867), LOCATED IN
U S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST,
CITY OF CHESTERFIELD, ST LOUIS COUNTY, MISSOURI

EASEMENT VACATION

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that Metropolitan St. Louis Sewer District (MSD) does hereby vacate any right, title, or interest to the portions of the easements as recorded in Deed Book 20757 Page 886, of the St. Louis County Recorder's Office and shown hachured on the attached "EASEMENT RELEASE PLAT" and marked Exhibit "A" and made a part hereof. The owners of the subject property have requested MSD to vacate the portions of the subject easements, and this District has no further use for said portions of easements as shown on the attached plat.

IN WITNESS WHEREOF, the said Metropolitan St. Louis Sewer District has caused these presents to be signed by its Director of Engineering this 21 day of September, 2022.

Metropolitan St. Louis Sewer District

By 

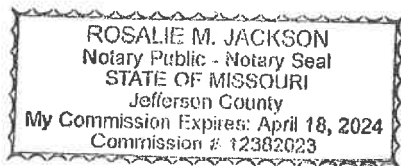
Richard L. Unverferth PE
Director of Engineering

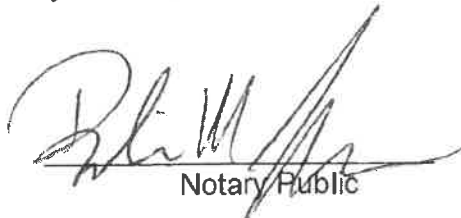
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

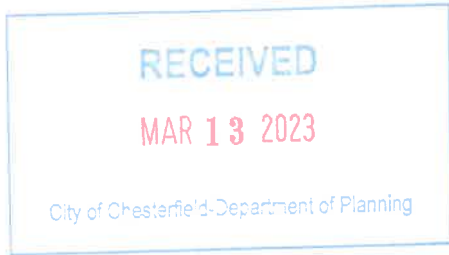
On this 21 day of September, 2022, before me appeared Richard L. Unverferth, to me personally known, who being by me duly sworn, did say he is Director of Engineering of The Metropolitan St. Louis Sewer District and that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and said Richard L. Unverferth acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires 4-18-24.




Notary Public



2022092800520

CERTIFIED-FILED FOR RECORD
9/28/2022 1:38:42PM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6
RECORDING FEE: \$36.00

THIS DOCUMENT WAS ERECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: PARTIAL RELEASE
Grantor: SPIRE MISSOURI INC
Grantee: CLAYMONT DEVELOPMENT LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 28 day of September 2022 at 1:38 pm and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

SLP
Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

(Space above reserved for Recorder of Deeds certification)

TITLE OF DOCUMENT: Claymont Development LLC – Partial Release of Easement

DATE OF DOCUMENT: September 28, 2022

GRANTOR(S): Spire Missouri Inc.

GRANTOR'S ADDRESS: 700 Market St.
St. Louis, Missouri 63101

GRANTEE: Claymont Development LLC

GRANTEE'S ADDRESS: 16690 Swingley Ridge Road, Suite 240
Chesterfield, Missouri 63017

LEGAL DESCRIPTION: A Tract of Land Being Lot B of Boundary Adjustment Plat
Wildhorse-Schaeffer Subdivision, Located in U.S. Survey 122,
Township 45 North, Range 3 East, City of Chesterfield,
St. Louis, County, Missouri

REFERENCE BOOK AND PAGE: Plat Book 354, Page 867

PARTIAL RELEASE OF EASEMENT

THIS INSTRUMENT, made this 28th day of September, 2022,

WITNESSETH THAT:

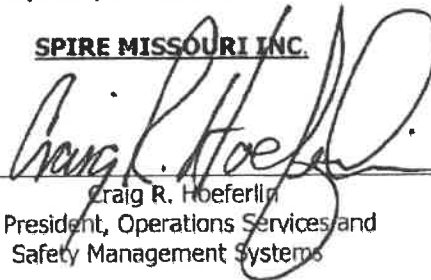
WHEREAS, there has heretofore been granted to SPIRE MISSOURI INC., a Missouri corporation, ("**GRANTOR**"), an easement ("Easement") in certain land located within a tract of land being Lot B of Boundary Adjustment Plat Wildhorse-Schaeffer Subdivision recorded in Plat Book 354 at Page 867 being located in U.S. Survey 122, Township 45 North, Range 3 East of the St. Louis County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, CLAYMONT DEVELOPMENT LLC ("**GRANTEE**") of the lands so affected, has requested that **GRANTOR** release the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said **GRANTEE** all of **GRANTOR'S** right, title and interest in and to that Easement as described on "Exhibit A, Sheets 1 through 2" and shown hachured on the attached plat designated 'Easement Release Plat'.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Vice President, Operations Services and Safety Management Systems the day and year first above written.

SPIRE MISSOURI INC.




Craig R. Hoefler
Vice President, Operations Services and
Safety Management Systems

Legal Dept. Approval to Form: 

Engineering Dept. Approval: 

System Planning Approval: 

Right of Way Dept. Approval: 

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

On the 28 day of September, 2022, before me, (insert

Notary's name) John Lair, a notary public in and for said

state, appeared Craig R. Hoeflerlin, to me personally known, who being by me duly sworn, did say that he is

the Vice President, Operations Services and Safety Management Systems of SPIRE MISSOURI INC., and that

said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and

said Craig R. Hoeflerlin acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 1/29/2026

[Signature]

Notary Public

John Lair

Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning
Date: April 18, 2023



RE: Wildhorse Village, Lot 2A-2 Easement Plat: An Easement Plat for Lot 2A-2 of Wildhorse Village located at the southwest corner of the intersection of Wildhorse Creek Road and Lakeview Terrace.

Summary

Stock and Associates, on behalf of Terraces at Wildhorse Village LLC, has submitted an easement plat for Lot 2A-2 of Wildhorse Village. The easement plat establishes easements for cross-access and utilities.



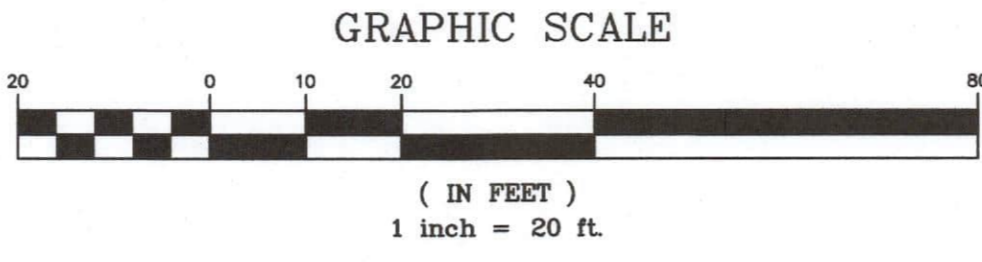
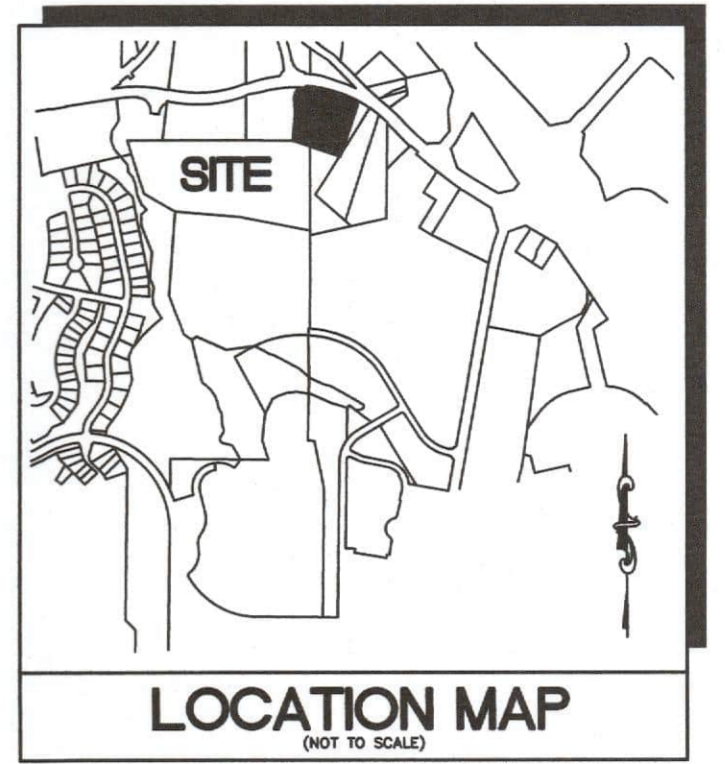
Figure 1: Subject Site Aerial

Attachments:

1. Easement Plat

EASEMENT PLAT

A TRACT OF LAND BEING LOT 2A-2 OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 369, PAGE 579 LOCATED IN U.S. SURVEY 123, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS

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

LEGEND

	CROSS ACCESS INGRESS/EGRESS & UTILITY EASEMENT
	UTILITY EASEMENT

PROPERTY DESCRIPTION
 LOT 2A-2 OF WILDHORSE VILLAGE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 369, PAGE 579 THRU 586, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS.

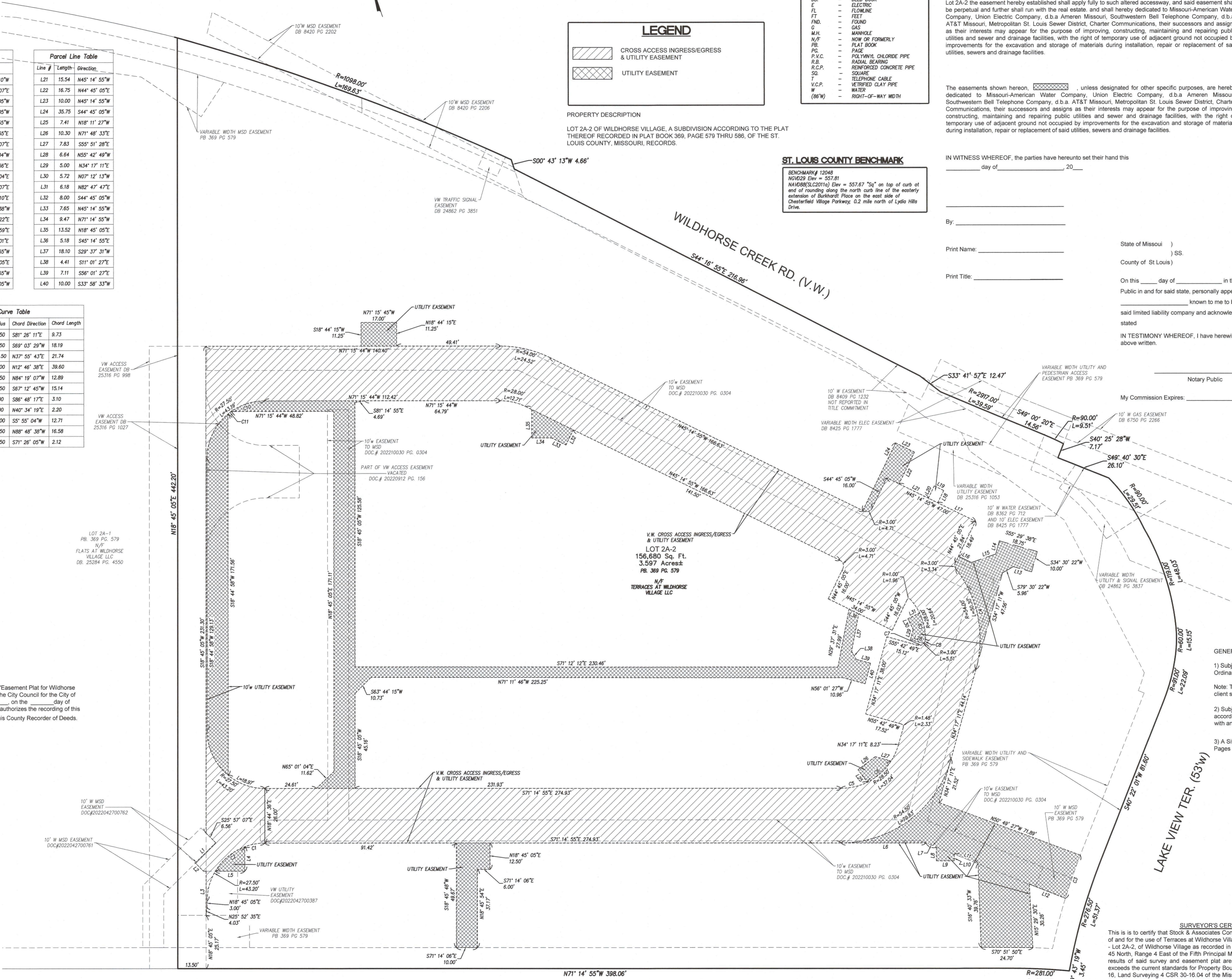
ST. LOUIS COUNTY BENCHMARK
 BENCHMARK # 12048
 NAD83 Elev = 557.81
 NAD83(2011) Elev = 557.67 "5" on top of curb of end of rounding along the north curb line of the easterly extension of Burkhardt Place on the east side of Chesterfield Village Parkway; 0.2 mile north of Lydia Hills Drive.

Parcel Line Table

Line #	Length	Direction
L1	13.67	S84° 18' 10"W
L2	5.53	S25° 57' 07"E
L3	21.16	S18° 45' 05"W
L4	11.62	S18° 45' 05"W
L5	14.00	N71° 14' 55"W
L6	40.51	S71° 14' 55"E
L7	5.33	S49° 25' 07"E
L8	6.52	S18° 45' 04"W
L9	8.50	S71° 14' 56"E
L10	3.11	N18° 45' 04"E
L11	12.23	S49° 25' 07"E
L12	18.55	S49° 39' 10"E
L13	8.99	N55° 29' 38"W
L14	6.48	N34° 30' 22"E
L15	12.29	N89° 44' 59"E
L16	6.80	S45° 15' 01"E
L17	20.01	N45° 14' 55"W
L18	6.48	N44° 45' 05"E
L19	5.00	N45° 14' 55"W
L20	6.48	S44° 45' 05"W

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length
C1	9.78	27.50	S81° 26' 11"E	9.73
C2	18.54	27.50	S69° 03' 29"W	18.19
C3	21.74	286.50	N37° 55' 43"E	21.74
C4	40.54	54.00	N12° 46' 38"E	39.60
C5	13.00	28.50	N84° 19' 07"W	12.89
C6	15.32	28.50	S87° 12' 45"W	15.14
C7	3.26	3.00	S88° 48' 17"E	3.10
C8	2.25	3.00	N40° 34' 19"E	2.20
C9	12.82	28.00	S5° 55' 04"W	12.71
C10	16.85	27.50	N88° 48' 38"W	16.58
C11	2.12	27.50	S71° 26' 05"W	2.12



OWNER'S CERTIFICATION
 We, the undersigned owner of a tract of land platted and further described in the foregoing Surveyor's Certification, has caused the same to be surveyed and Easements created in the manner shown on this plat, which shall hereinafter be known as:

"EASEMENT PLAT FOR WILDHORSE TOWNHOMES - LOT 2A-2"

The Cross Access, Ingress/Egress Easements and Utility Easements, shown hereon, are to be for owner of Lot 2A-2 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 Wildhorse Lake Boulevard. No such accessway shall be relocated, narrowed, or otherwise altered without the approval of the present and future owners of above said Lot 2A-2 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, and shall hereby dedicated to Missouri-American Water 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 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 and drainage facilities.

The easements shown hereon, unless designated for other specific purposes, are hereby dedicated to Missouri-American Water 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 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 and drainage facilities.

IN WITNESS WHEREOF, the parties have hereunto set their hand this _____ day of _____, 20____.

By: _____ State of Missouri)
) S.S.
 County of St. Louis)

Print Name: _____
 Print Title: _____

On this _____ day of _____ in the year _____ before me, _____ a Notary Public in and for said state, personally appeared _____ the _____ of _____ known to me to be the person who executed the within Easement Plat in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my official seal the day and year first above written.

My Commission Expires: _____
 Notary Public

This is to certify that the Easement Plat of "Easement Plat for Wildhorse Townhomes - Lot 2A-2" was approved by the City Council for the City of Chesterfield by Ordinance No. _____ on the _____ day of _____, 2023, and thereby authorizes the recording of this Easement Plat with the office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor
 Vickie McGownd, City Cler

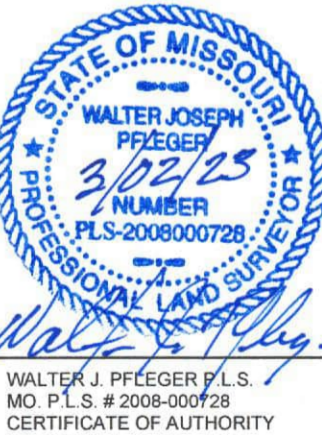
- GENERAL NOTES:**
- 1) Subject property is Zoned PC & R Planned Commercial & Residential, Per Ordinance No. 3161
 - 2) Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.
 - 3) A Site Development Plan was recorded on 8/02/2022 in Plat Book 370, Pages 314-319 of the St. Louis County records.

SURVEYOR'S CERTIFICATION
 This is to certify that Stock & Associates Consulting Engineers, Inc. have, during September, 2022, by order of and for the use of Terraces at Wildhorse Village, LLC, executed an Easement Plat for Wildhorse Townhomes - Lot 2A-2, of Wildhorse Village as recorded in Plat Book 369, Page 579 located in U.S. Survey 123, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri and the results of said survey and easement plat are shown hereon. We further certify that said survey meets or exceeds the current standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Land Surveying 4 CSR 30-16.04 of the Missouri Standards for Property Boundary Surveys, and adopted by The Missouri Board for Architects, Professional Engineers, and Professional Land Surveyors.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
 LC NO. 222-D
 By: *Walter J. Pfeiffer*
 Walter J. Pfeiffer, Missouri P.L.S. No. 2008000728

PREPARED BY:
STOCK & ASSOCIATES
 Consulting Engineers, Inc.
 857 Chesterfield Business Parkway
 St. Louis, MO 63105
 Phone: (636) 530-8800
 Fax: (636) 530-8800
 e-mail: general@stockandassociates.com
 Web: www.stockandassociates.com

EASEMENT PLAT
LOT 2A-2
 16425 WILDHORSE LAKE BLVD
 CHESTERFIELD MISSOURI



REVISIONS:

1	02/08/2023 - CITY COMMENTS
---	----------------------------

DATE: 12-1-2022
JOB NO.: 2021-7056
M.S.D. P. #: BASE MAP #
S.L.C. HAT #: HAT S.U.P. #
W.D.A.R. #:
SHEET TITLE: EASEMENT PLAT
SHEET NO.: 1 OF 1

PREPARED FOR:
 PIER PROPERTY GROUP
 ATT: MR MICHAEL HAMBURG

BILL NO. 3438

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE EASEMENT PLAT FOR A TRACT OF LAND BEING LOT 2A-2 OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 369, PAGE 579 LOCATED IN U.S. SURVEY 123, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a Site Development Section Plan for Lot 2A-2 of Wildhorse Village was approved by City Council on July 18, 2022; and,

WHEREAS, the Planning and Public Works Department has reviewed and recommended approval of the plat entitled "Easement Plat Lot 2A-2"; and,

WHEREAS, City Council has authorized the construction of the Lot 2A-2 Wildhorse Village development; and,

WHEREAS, cross-access and public utility easements are required in conjunction with approval of plans for said construction of development.

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

Section 1. The City Council of the City of Chesterfield hereby approves the "Easement Plat Lot 2A-2" as depicted in Exhibit A, which is hereto and made part of hereof, and is further described as a tract of land being part of Lot 2A-2 of Wildhorse Village as recorded in Plat Book 369, Page 579.

Section 2. The Acting Mayor and City Clerk are authorized and directed to evidence the approval of said Easement 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 _____, 2023

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: 04/18/2023

NEW BUSINESS

President Pro-Tem Selection

At the first regular meeting of the Council after the election in each year, which meeting shall occur at the time fixed by ordinance, but shall not be later than the fourth Tuesday in April, the Council shall elect one of its members President Pro-Tem who shall hold his/her office for the term of one (1) year, and who, in the absence of the Mayor, shall preside at the meetings of the Council; provided that in the absence of the Mayor and the President Pro-Tem, the Council may select one of its members present to preside at such meetings, who shall be styled "Acting President Pro-Tem."

Standing Committees (optional)

The newly elected President Pro-Tem shall appoint members of the Council to committees and designate Committee Chairpersons for each Standing Committee, subject to the approval of the City Council by formal vote taken not later than the first City Council meeting in May of every year. The new President Pro-Tem MAY be prepared to offer a Committee Slate for approval by the whole City Council but is not obligated to do so until the first Council meeting in May.