



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, June 5, 2023
6:15 PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

**A. Planning and Public Works Committee – Chairperson Merrell Hansen,
Ward IV**

- 1. Proposed Bill No. 3444 - P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios) – A request to rezone an existing “NU” Non-Urban District to an “R3” Residence District for a 3.9-acre tract of land located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct (21S410088). (First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**
- 2. Proposed Bill No. 3445 - P.Z. 09-2023 City of Chesterfield (UDC - Article 4) – An amendment to Article 4 of the Unified Development Code for modifications to the City’s zoning districts and locations for where recreational uses are appropriate. (First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**
- 3. Proposed Bill No. 3447 - P.Z. 02-2023 City of Chesterfield (Unified Development Code – Articles 2 & 4) – An ordinance amending Article 2 and Article 4 of the Unified Development Code to do modification in Improvements Installed or Guaranteed and Stormwater Standards. (First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**
- 4. Next Meeting – Thursday, June 8, 2023 (5:30pm)**

**B. Finance and Administration Committee – Chairperson Michael Moore,
Ward III**

- 1. Next Meeting – Not yet scheduled**

C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella,
Ward I

1. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Mary Ann
Mastorakos, Ward II

1. Next Meeting – Not yet scheduled

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

A. Intergovernmental Agreement with Monarch Fire Protection District –
An agreement with the Monarch Fire Protection District regarding their
financial participation in the Chesterfield Regional Tax Increment Financing
District. **(Roll Call Vote) Staff recommends approval.**

B. Liquor License Request – Sports Facilities Food & Beverage Missouri, LLC
(17925 N. Outer Road) has requested a new liquor license for retail sale of
all kinds of intoxicating liquor by the drink, to be consumed on premise,
and Sunday sales. **(Voice Vote) 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. 3446 – An ordinance provided for the approval of a
boundary adjustment via deed for Lot A and Lot 11 of Brayhill Court to
create a 5.45 acre tract of land zoned “R2” Residence District located
southwest of Ladue Road and north of Brayhill Court (17R220443,
17R220393) **(First & Second Readings) Planning Department
recommends approval.**

B. Proposed Bill No. 3448 - Schaeffer’s Grove, Plat 1 – Record Plat – An
ordinance providing for the approval of a Record Plat and Escrow
Agreements for Schaeffer’s Grove, Plat 1 a 14.56 acre development located
on the north side of Wild Horse Creek Road and across from Wildhorse
Parkway Drive. **(First & Second Readings) Planning Commission
recommends approval.**

C. Proposed Bill No. 3449 - Schaeffer’s Grove, Plat 2 – Record Plat – An
ordinance providing for the approval of a Record Plat and Escrow
Agreements for Schaeffer’s Grove, Plat 2 a 12.22 acre development located
on Silver Buck Lane and Lisa Ridge. **(First & Second Readings) Planning
Commission recommends approval.**

V. Unfinished Business

VI. New Business

VII. Adjournment

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

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

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



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, June 5, 2023
7:00 PM

- I. CALL TO ORDER** – Mayor Bob Nation

- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation

- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation

- IV. ROLL CALL** –City Clerk Vickie McGownd

- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – May 15, 2023
 - B. Wildhorse Village SBD Public Hearing Minutes** – May 15, 2023
 - C. Executive Session Minutes** – May 15, 2023
 - D. Special City Council Minutes** – May 23, 2023

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, June 8, 2023 – Planning & Public Works (5:30pm)**
 - B. Monday, June 12, 2023 – Planning Commission (7:00pm)**
 - C. Monday, June 19, 2023 – City Hall Closed in Observance of Juneteenth**
 - D. Tuesday, June 20, 2023 – City Council Meeting (7:00pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Merrell Hansen, Ward IV

- 1. Proposed Bill No. 3444 - P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios) – A request to rezone an existing “NU” Non-Urban District to an “R3” Residence District for a 3.9-acre tract of land located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct (21S410088). (First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**
- 2. Proposed Bill No. 3445 - P.Z. 09-2023 City of Chesterfield (UDC - Article 4) – An amendment to Article 4 of the Unified Development Code for modifications to the City’s zoning districts and locations for where recreational uses are appropriate. (First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**
- 3. Proposed Bill No. 3447 - P.Z. 02-2023 City of Chesterfield (Unified Development Code – Articles 2 & 4) – An ordinance amending Article 2 and Article 4 of the Unified Development Code to do modification in Improvements Installed or Guaranteed and Stormwater Standards. (First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**
- 4. Next Meeting – Thursday, June 8, 2023 (5:30pm)**

B. Finance and Administration Committee – Chairperson Michael Moore, Ward III

- 1. Next Meeting – Not yet scheduled**

C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella, Ward I

- 1. Next Meeting – Not yet scheduled**

D. Public Health and Safety Committee – Chairperson Mary Ann Mastorakos, Ward II

1. Next Meeting – Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Intergovernmental Agreement with Monarch Fire Protection District – An agreement with the Monarch Fire Protection District regarding their financial participation in the Chesterfield Regional Tax Increment Financing District. **(Roll Call Vote) Staff recommends approval.**

B. Liquor License Request – Sports Facilities Food & Beverage Missouri, LLC (17925 N. Outer Road) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

XI. OTHER LEGISLATION

A. Proposed Bill No. 3446 – An ordinance provided for the approval of a boundary adjustment via deed for Lot A and Lot 11 of Brayhill Court to create a 5.45 acre tract of land zoned “R2” Residence District located southwest of Ladue Road and north of Brayhill Court (17R220443, 17R220393) **(First & Second Readings) Planning Department recommends approval.**

B. Proposed Bill No. 3448 - Schaeffer’s Grove, Plat 1 – Record Plat – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Schaeffer’s Grove, Plat 1 a 14.56 acre development located on the north side of Wild Horse Creek Road and across from Wildhorse Parkway Drive. **(First & Second Readings) Planning Commission recommends approval.**

C. Proposed Bill No. 3449 - Schaeffer’s Grove, Plat 2 – Record Plat – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Schaeffer’s Grove, Plat 2 a 12.22 acre development located on Silver Buck Lane and Lisa Ridge. **(First & Second Readings) Planning Commission recommends approval.**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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

***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 REVIEW – MONDAY, JUNE 5, 2023 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 PM, on Monday, June 5 2023.**

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

UPCOMING MEETINGS/EVENTS

- A. Thursday, June 8, 2023 – Planning & Public Works (5:30pm)**
- B. Monday, June 12, 2023 – Planning Commission (7:00pm)**
- C. Monday, June 19, 2023 – City Hall Closed in Observance of Juneteenth**
- D. Tuesday, June 20, 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.

APPOINTMENTS

There are no appointments scheduled on the agenda for this meeting.

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

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
5/18/2023	1261	CENTURY ELEVATOR SERVICE AND REPAIR, INC	UPGRADE & MODERNIZATION OF ELEVATORS AT CITY HALL	\$ 5,500.00	137
5/3/2023	50353	PIONEER MANUFACTURING COMPANY INC	GROOMER	11,133.91	119
5/11/2023	50382	JL CONTRACTING & LANDSCAPING LLC	WATER INSTALLATION AT LOGAN PARK	12,230.00	119
5/18/2023	50427	JOHN DEERE CO.	MOWER	13,398.46	119
5/18/2023	50440	SUMMIT DISTRIBUTING	BEVERAGES	24,408.70	119
5/31/2023	50475	BOMBSHELL CONSTRUCTION SERVICES	LOGAN PARK	106,400.00	119
5/31/2023	50481	GR ROBINSON SEED & SERVICE CO	MONACO BERMUDA SEED, GLYPHOSATE	6,345.00	119
5/31/2023	50484	KEYSTONE STAFFING RESOURCES	TIPS-AMP CONCERT	6,151.15	119
5/3/2023	69330	COMPASS MINERALS AMERICA INC	ST LOUIS METRO APWA SALT COOPERATIVE	34,982.80	001
5/3/2023	69344	LIFT RITE, INC.	2023 SIDEWALK LEVELING PROJECT	56,133.13	120
5/3/2023	69356	PARKING LOT MAINTENANCE, LLC	SEAL COAT PARKING LOTS AND TRAILS	95,017.74	120
5/3/2023	69361	SCA OF MO, LLC	2023 STREET SWEEPING	13,000.00	001
5/11/2023	69388	ENERGY PETROLEUM CO.	6573.63 GALLONS OF #2 DIESEL ULS	18,417.68	001
5/11/2023	69391	FISCHER & FRICHTEL	LOT CASH ESCROW RELEASE - FIENUP FARMS, LOTS 110,111,126,127	6,000.00	808
5/11/2023	69406	LIFT RITE, INC.	2023 SIDEWALK LEVELING PROJECT	43,866.87	120
5/11/2023	69407	LOU FUSZ FORD, INC.	SUV TO REPLACE CA-4	30,599.00	001
5/11/2023	69413	MURPHY COMPANY	2023 HVAC SERVICES-CITY HALL	6,206.25	001
5/11/2023	69415	NEXT-LEVEL CONSTRUCTION, LLC	2023 CONCRETE SLAB REPLACEMENT PROJECT B	200,965.14	120
5/11/2023	69416	PRECISION CONCRETE, INC.	2023 SIDEWALK LEVELING PROJECT	30,000.00	120
5/11/2023	69431	THE HARTFORD-PRIORITY ACCOUNTS	MAY 2023 GRP LIFE, LT/SHRT DIS, VOL LIFE, ACC/CRIT ILLNESS INS	13,852.84	001
5/11/2023	69435	TOPE INC	514 REDONDO - SEWER REPAIR	8,707.38	110
5/18/2023	69444	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	10,309.53	001
5/18/2023	69447	CLAYMONT DEVELOPMENT, L.L.C.	LOT CASH ESCROW RELEASE-FIENUP FARMS-194,195,196,197,198,199,200,201,207,217,218,220,223.	21,000.00	808
5/18/2023	69449	ENERGY PETROLEUM CO.	6,998 GALLONS OF MID RFG GASOLINE 89 OCT	19,922.25	001
5/18/2023	69457	KOZENY-WAGNER, INC.	EBERWEIN PARK DAM RECONSTRUCTION	79,464.28	120
5/18/2023	69463	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	17,109.27	120
5/18/2023	69464	PARKING LOT MAINTENANCE, LLC	SEAL COAT PARKING LOTS AND TRAILS	135,364.63	120
5/25/2023	69473	A GRAPHIC RESOURCE, INC	CITIZEN NEWSLETTER PRINTING, #10 WINDOW ENVELOPE 9.125 X 4.5	10,164.00	001
5/25/2023	69487	DAN WORTH CONSTRUCTION, LLC	TREE PRESERVATION SURETY REFUND- 14800 SUGARWOOD TRAIL	10,000.00	808
5/25/2023	69492	GAMMA'S SHIELD SHADE TREE INC	2023 STREET TREE AND STUMP REMOVAL	12,120.20	001
5/25/2023	69504	MCB DESIGN LLC	LANDSCAPE SURETY RELEASE -MCB CORPORATE OFFICE	9,983.89	808
5/25/2023	69516	PNC BANK	APRIL - MAY PNC MONTHLY STATEMENTS	15,170.47	001
5/25/2023	69518	RELIABLE PRODUCSTS CORPORATION	HEATER-PMF, REFRIGERANT FOR PMF CHILLER, HVAC PARTS FOR CH-1 AT PMF	5,132.72	001
5/25/2023	69522	SEI INC.	HARDWARE WARRANTY	6,000.00	001
5/25/2023	69525	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	JUNE 2023 HEALTH INSURANCE PREMIUMS	197,065.27	001
5/25/2023	69526	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
5/31/2023	69536	ARMSTRONG TEASDALE LLP	PROFESSIONAL SERVICES - DILLARD'S, WILDHORSE VILLAGE LP, CHESTERFIELD MALL REDEVELOPMENT PROJECT	27,915.50	001
5/31/2023	69540	CONCRETE STRATEGIES LLC	WILDHORSE PARKWAY DRIVE BRIDGE APPROACH SLAB REPAIR	8,738.85	120
5/31/2023	69541	DELTA DENTAL OF MISSOURI	JUNE 2023 DENTAL INSURANCE PREMIUMS HIGH & LOW OPTIONS	12,816.41	001
5/31/2023	69544	ENGELMEYER & PEZZANI, LLC	FEBRUARY, MARCH & APRIL, 2023 MONTHLY LEGAL SERVICES	11,625.00	001
5/31/2023	69548	GAMMA'S SHIELD SHADE TREE INC	2023 STREET TREE AND STUMP REMOVAL	5,554.40	001
5/31/2023	69549	GEOTECHNOLOGY INC.	2023 CONSTRUCTION AND INSPECTION TESTING SERVICES	16,056.66	120
5/31/2023	69557	PARKING LOT MAINTENANCE, LLC	SEAL COAT PARKING LOTS AND TRAILS	122,561.00	120
5/31/2023	69558	PECKHAM GUYTON ALBERS & VIETS, INC	PROFESSIONAL SERVICES-CHESTERFIELD REDEVELOPMENT PLANNING	5,739.84	001
5/31/2023	69560	REJIS COMMISSION	REJIS CONTRACTUAL FEES	5,060.00	121
5/31/2023	69569	THE GRAVILLE LAW FIRM, LLC	ENERGY MARKETING LITIGATION - MAY 2023	14,700.00	001
				\$ 1,540,937.72	

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

MAY 15, 2023

The meeting was called to order at 7:04 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 May 1, 2023 City Council meeting were submitted for approval. Councilmember Wahl made a motion, seconded by Councilmember Moore, to approve the May 1, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation presented a proclamation to Director of Public Works/City Engineer Jim Eckrich, identifying the week of May 21-27, 2023 as National Public Works Week in the City of Chesterfield.

Mayor Nation presented a proclamation to Director of Public Works/City Engineer Jim Eckrich, declaring May 15, 2023 as Jim Eckrich Day in the City of Chesterfield, in recognition of his dedication and commitment to Public Works.

Mayor Nation announced that a special City Council meeting is scheduled for Tuesday, May 23, at 5:30 p.m.

Mayor Nation announced that City Hall will be closed on Monday, May 29, in observance of Memorial Day.

Mayor Nation announced that the next regular meeting of City Council is scheduled for Monday, June 5, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Mark Leach, 1624 Ansonborough Drive, presented three questions pertaining to the City's policies and procedures related to historical sites.

Mr. Joe Harl, Archaeological Research Center of St. Louis, described multiple historical sites located in Chesterfield.

Mr. Eric Pinto, Katherine Buder Center for American Indian Studies, spoke about community engagement in relation to historical and cultural sites.

Ms. Patricia Tocco, 17420 Whitebrook Drive, expressed concern about the Wildhorse Village Special Business District.

Ms. Wendy Geckeler, 26 Chesterfield Lakes Road, commended City staff and the Finance Director for more than thirty years of excellence as recognized by the Government Finance Officers Association (GFOA).

APPOINTMENTS

Mayor Nation nominated Mr. Frank (McLeod) Patton for appointment to the Police Personnel Board. Councilmember Mastorakos made a motion, seconded by Councilmember McGuinness, to appoint Mr. Frank (McLeod) Patton to the Police Personnel Board for a term of three years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation nominated Ms. Susan Lew and Mr. Kris Mehrtens for re-appointment to the Architectural Review Board for terms of two years each, and Mr. John Marino Jr., Mr. Steven Wuennenberg, Ms. Debbie Midgley, Ms. Jane Staniforth and Ms. Allison Harris for re-appointment to the Planning Commission for terms of four years each. Councilmember Hansen made a motion, seconded by Councilmember Budoor, to approve the proposed re-appoints. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3440 A Site Development Plan and Landscape Plan for a 2-acre tract of land zoned “NU” Non-Urban District with a Historic Overlay located north of Olive Blvd (16R310974) **(Second Reading) Planning & Public Works Committee recommends upholding the Planning Commission’s denial**

Councilmember Merrell Hansen, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3440. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3440 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3440 with the following results: Ayes – None. Nays – Moore, Budoor, Mastorakos, Hurt, McGuinness, Wahl, Monachella and Hansen. Whereupon Mayor Nation declared Bill No. 3440 failed.

Bill No. 3441 Establishes an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3441. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3441 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3441 with the following results: Ayes – Budoor, Moore, Wahl, Monachella, Mastorakos, McGuinness, Hansen and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3441 approved, passed it and it became **ORDINANCE NO. 3233**.

Bill No. 3442 Adopts a procedure for considering development plans pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3442. A voice vote was taken with a unanimous affirmative

result and the motion was declared passed. Bill No. 3442 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3442 with the following results: Ayes – Monachella, McGuinness, Moore, Wahl, Hansen, Hurt, Budoor and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3442 approved, passed it and it became **ORDINANCE NO. 3234**.

Councilmember Hansen made a motion, seconded by Councilmember Mastorakos, to approve the Billy G’s Sign Package at Dierbergs Market Place, as recommended by the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, May 18, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Parks, Recreation & Arts Committee

Councilmember Mary Monachella, 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 Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Hansen, to approve the Public Health and Safety Committee minutes of March 22, 2023. A voice vote was taken with a unanimous (4-0) affirmative result (Councilmembers McGuinness, Mastorakos, Moore and Budoor abstained) and the motion was declared passed.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is requesting authorization for a change order to an existing concrete contract for Concrete Slab Replacement Project C. Mr. Geisel encouraged everyone to read and digest the report prepared by Director of Public Works/City Engineer Jim Eckrich, which describes the degradation of street pavements that is occurring due to our inability to staff the Public Works Maintenance Division. The inability to provide timely and preventive maintenance necessary to sustain a pavement is much more expensive and inefficient than using those same dollars for pavement replacement. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization of an internal budget transfer of \$500,000 and authorization for execution

of a change order with Amcon Municipal Paving, increasing their contract by \$500,000 for concrete slab replacement, as recommended by the Planning and Public Works Committee. Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella, McGuinness, Moore, Budoor, Hansen, Hurt and Wahl. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for St. Louis Metro APWA Salt Cooperative – Deicing Salt. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization to accept a 7.25% cost increase for the provision of deicing salt from Compass Minerals on behalf of the St. Louis Metro APWA Salt Cooperative as was also recommended by the Planning and Public Works Committee. Councilmember Hansen made a motion, seconded by Councilmember Monachella, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Moore, Hurt, Monachella, Hansen, Mastorakos, Wahl, Budoor and McGuinness. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Public Works Storage Facility Structure. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization of a professional services agreement with Archimages Incorporated in an amount not to exceed \$57,000 for architectural services as was also recommended by the Planning and Public Works Committee. Councilmember Monachella made a motion, seconded by Councilmember McGuinness, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Budoor, Mastorakos, Hansen, Moore, Monachella, McGuinness, Wahl and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that the following businesses have requested liquor licenses: Brick House Tavern and Hampton Inn & Suites. Per City policy, these applications have been reviewed and are now recommended for approval by both the Police Department and the Planning Department, and have no outstanding violations. Councilmember Wahl made a motion, seconded by Councilmember Hansen, to approve issuance of the following new liquor licenses:

- Brick House Tavern, located at 2 McBride & Son Center Drive, for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.
- Hampton Inn & Suites, located at 5 McBride & Son Center Drive, for retail sale of malt liquor (beer only) by the drink to be consumed on premise, retail sale of light wine not in excess of 14% alcohol to be consumed on premise, and Sunday sales.

OTHER LEGISLATION

Bill No. 3443 Establishes the Wildhorse Village Special Business District; making certain findings in connection therewith; authorizing certain actions by City officials and officers; and containing a severability clause
(First Reading)

Councilmember Wahl made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3443. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3443 was read for the first time.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

Mayor Nation entertained a motion to reconvene into Executive Session. Councilmember Hansen made a motion, seconded by Councilmember Moore, to go into closed session, pursuant to RSMo 610.021 (1) for the purpose of discussing legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys and RSMo 610.021 (2) for the purpose of discussing the lease, purchase or sale of real estate between the City’s representatives and its attorneys. A roll call vote was taken with the following results: Ayes – Wahl, Monachella, Budoor, McGuinness, Hurt, Mastorakos, Moore and Hansen. Nays – None. Mayor Nation declared the motion passed.

There being no further business to discuss, Mayor Nation adjourned the City Council meeting at 8:13 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

PUBLIC HEARING WILDHORSE VILLAGE SPECIAL BUSINESS DISTRICT

MAY 15, 2023

Mayor Nation called the Public Hearing to order at 6:47 p.m. Councilmembers Monachella, McGuinness, Wahl, Mastorakos, Hurt, Moore, Hansen and Budoor were in attendance, along with approximately forty visitors/members of the Press.

Mayor Nation recognized Director of Planning Justin Wyse who gave a brief presentation introducing details of the Wildhorse Village Special Business District. The City received an application to establish a special business district for Wildhorse Village, which is generally bound by Wildhorse Creek Road on the north, Chesterfield Parkway on the east, and Burkhardt Place on the south and west. The special business district proposes to impose an assessment on the properties within the district to provide for maintenance, repair and replacement of the paved lake trail, streets, on-street parking, street lighting, center median landscaping (including irrigation), security and general administrative costs to operate the district.

Mr. Wyse further explained that staff has been working with legal counsel to meet all state and local requirements for this request, and this public hearing is part of that process. Another requirement for the City of Chesterfield is completion of a survey and investigation detailing current services provided in the area as well as anticipated costs associated with development of the area. The results of the survey and investigation are included in the City Council packet online, and are on file with the City Clerk, as required by state statute. Once the special business district is created, an election of the property owners and licensed businesses within the area is required to approve any sort of property assessment.

ADJOURNMENT

There being no public discussion or comment, Mayor Nation adjourned the meeting at 6:55 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk



RECORD OF PROCEEDING

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

MAY 23, 2023

The meeting was called to order at 5:30 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

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

ABSENT

Councilmember Aaron Wahl
Councilmember Dan Hurt

INTRODUCTORY REMARKS

Mayor Nation announced that City Hall will be closed on Monday, May 29, in observance of Memorial Day.

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, June 5, at 7 p.m.

COMMUNICATIONS AND PETITIONS

There were no public comments.

OTHER LEGISLATION

Bill No. 3443 An ordinance of the City of Chesterfield, Missouri establishing the Wildhorse Village Special Business District; making certain findings in connection therewith; authorizing certain actions by City officials and officers; and containing a severability clause **(Second Reading)**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3443. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3443 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3443 with the following results: Ayes – Budoor, McGuinness, Mastorakos, Hansen, Monachella and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3443 approved, passed it and it became **ORDINANCE NO. 3235**

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 5:35 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

Proposed Bill No. 3444 - P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios)

– A request to rezone an existing “NU” Non-Urban District to an “R3” Residence District for a 3.9-acre tract of land located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct (21S410088). **(First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**

Proposed Bill No. 3445 - P.Z. 09-2023 City of Chesterfield (UDC - Article 4) –

An amendment to Article 4 of the Unified Development Code for modifications to the City’s zoning districts and locations for where recreational uses are appropriate. **(First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**

Proposed Bill No. 3447 - P.Z. 02-2023 City of Chesterfield (Unified

Development Code – Articles 2 & 4) – An ordinance amending Article 2 and Article 4 of the Unified Development Code to do modification in Improvements Installed or Guaranteed and Stormwater Standards. **(First Reading) Planning Commission Recommends Approval. Planning & Public Works Recommends Approval.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, June 8th, 2023, at 5:30pm.

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 Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning

JW

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, May 18, 2023



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 18, 2023 in Conference Room 101.

In attendance were: **Chair Merrell Hansen** (Ward IV); **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Dan Hurt** (Ward III),

Also in attendance were: Councilmember Aaron Wahl (Ward II); Justin Wyse, Director of Planning; Petree Powell, Assistant City Planner; Shilpi Bharti, Planner; Alyssa Ahner, Planner; Isaak Simmers, Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:30 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the May 4, 2023 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of May 4, 2023. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0**.

II. UNFINISHED BUSINESS - None

III. NEW BUSINESS

With the Committee's consent, Item III.B. was discussed first.

- B. P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios):** A request to rezone an existing "NU" Non-Urban District to an "R3" Residence District for a 3.9-acre tract of land located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct (21S410088). (Ward 3)

STAFF PRESENTATION

Alyssa Ahner, Planner, presented the request to rezone a 3.9-acre tract of land from "NU" Non-Urban to "R3" Residence District to accommodate single-family residential homes.

The current zoning of the subject site is a zoning classification left over from St. Louis County prior to incorporation by the City. Per the Non-Urban regulations, no new lots shall be created of less than three acres in area. The primary use of the four-acre site is one single-family

dwelling and it cannot be subdivided further to accommodate additional dwellings without being rezoned.

Although the rezoning will allow for other permitted uses, the applicant plans to keep the site residential. There are no specific plans for future development, however, the applicant is requesting the rezoning so he can make plans for the site in the future. A preliminary development plan is not required as “R3” is a straight or conventional zoning district.

Although the current access is off of Kehrs Mills Road, future access would not be allowed from Kehrs Mill Road. Access would be taken from Terrimill Terrace.

A Public Hearing was held on May 8, 2023 and there were no issues raised by the Planning Commission. The Planning Commission then approved the petition by a vote 8-0.

DISCUSSION

At the request of Chair Hansen, Ms. Ahner stated that most of the questions generated at the Public Hearing from the surrounding property owners were pertinent to the development process down the line. Those concerns are outlined below:

- Tree removal – The City requires 30% of existing tree canopy to be preserved unless a mitigation plan is submitted. This would be addressed during the development process.
- Common ground disruption – The City requires a 30-foot-wide buffer, which would be addressed during the development process.
- Stormwater runoff – This would be considered under the engineering review process.
- Construction concerns – The City has regulations regarding working hours and construction parking.
- Structure on site – It was determined that the structure is not on the historic register.
- Access from Kehrs Mill Road – Access would be determined during the development process.

Chair Hurt expressed concern about the existing retention basin but acknowledged that this also would be addressed during the development process.

Councilmember Mastorakos made a motion to forward P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios) to City Council with a recommendation to approve. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the June 5, 2023 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios).]

- A. P.Z. 02-2023 City of Chesterfield (Unified Development Code – Articles 2 & 4): An ordinance amending Article 2 and Article 4 of the Unified Development Code to do modification in Improvements Installed or Guaranteed and Stormwater Standards.**

STAFF PRESENTATION

Shilpi Bharti, Planner, stated that the request is to amend Articles 2 and 4 of the Unified Development Code (UDC).

Article 2 (Improvements Installed or Guaranteed)

The request is to modify point 3 which would remove escrow requirements for items that are escrowed by Metropolitan Sewer District (MSD) and to change the approval process for replacement escrow and guarantees.

Article 4 (Stormwater Standards)

The request is to update the section for Stormwater Standards based on the recently signed Memorandum of Understanding (MOU) between the City and the Monarch-Chesterfield Levee District.

A Public Hearing was on May 8, 2023 for this petition and there were no issues raised. The Planning Commission then approved the petition by a vote of 8-0 with one amendment. The amendment was to complete the language from #2 of Section 405.04.120 Stormwater Standards that was in the Attachment A.

DISCUSSION

The Committee discussed the advantages and disadvantages of the proposed changes. Mr. Wyse explained that the City retains 5% of all construction items until the completion of all improvements. Metropolitan Sewer District (MSD) water quality elements are not completed until after construction of all homes within a subdivision. Therefore, this has caused a delay in completion of all subdivision improvements as the City will not accept the streets until everything has been completed. Thus, the HOA's are still responsible for plowing of the streets until they are accepted. Mr. Wyse also explained the escrow release schedule.

Councilmember Hurt made a motion to forward P.Z. 02-2023 City of Chesterfield (Unified Development Code – Articles 2 & 4) to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the June 5, 2023 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 02-2023 City of Chesterfield (Unified Development Code – Articles 2&4).]

- C. P.Z. 09-2023 City of Chesterfield (UDC – Article 4):** An amendment to Article 4 of the Unified Development Code for modifications to the City's zoning districts and locations for where recreational uses are appropriate.

STAFF PRESENTATION

Alyssa Ahner, Planner, stated that the City's Unified Development Code (UDC) contains several recreational uses and zoning districts in which the uses are permitted. Many of the recreational uses that were previously allowed in Planned Industrial Districts are no longer permitted. This has resulted in inconsistencies between the uses that were allowed in "older" Planned Industrial Districts and the uses that are allowed in "newer" Planned Industrial Districts. Therefore, Staff is proposing modifications to be considered.

Ms. Ahner presented a PowerPoint chart depicting permitted recreational uses and their current zoning districts and the modified recreational uses in their proposed zoning districts. The proposed changes are mainly additions to the "PI" District (Planned Industrial) and the "LI" District

(Light Industrial). Of note, the “LI” District requires that the principal use be conducted within a fully enclosed building. Additionally, businesses shall only be open to the public between the hours of 7 a.m. and 8 p.m.

A Public Hearing was held on May 8, 2023 for this petition. The Planning Commission recommended approval, as amended, by a vote of 8-0. The amendment included adding the use “Athletic Courts & Fields” into the “PC” Planned Commercial District.

DISCUSSION

The Committee discussed the implications of the proposed recreational modifications, how the uses would fit into the “LI” and “PI” Districts, the definition of “principal use” as it relates to the “LI” District, and how the proposed changes would affect the current recreational facilities in the Valley. The purpose of the “LI” District was discussed extensively and whether it should be removed. Justin Wyse, Director of Planning, pointed out that the City has 50 zoning districts and 350 planned districts. A separate discussion should take place to re-evaluate the zoning districts and to determine how they relate to the comprehensive plan to see if changes must be made.

Councilmember Hurt made a motion to forward P.Z. 09-2023 City of Chesterfield (UDC – Article 4) to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the June 5, 2023 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 09-2023 City of Chesterfield (UDC – Article 4).]

D. Property Maintenance Code: Discussion regarding the International Property Maintenance Code and Section 500.140 Exterior Standards.

STAFF PRESENTATION

Justin Wyse, Director of Planning, stated that Staff has been working with Code Enforcement and the City’s legal counsel to increase code enforcement activity to resolve property maintenance issues, i.e., problem properties. Several long-standing problem properties have been brought into compliance through this process, however, Staff has uncovered inconsistencies in the City’s adopted codes that need to be resolved.

Mr. Wyse explained that the City has adopted two property maintenance codes with different powers and procedures - the International Property Maintenance Code and the City’s Exterior Maintenance Standards.

The International Property Maintenance Code is intended to establish minimum standards for basic equipment, light, ventilation, heating, sanitation and fire safety. The City contracts with St. Louis County for building permitting services and we have adopted the same building code. The Exterior Maintenance Standards was originally adopted by the City in 2003 and these standards are directed more towards to the exterior maintenance of properties.

This item is being forwarded to the Planning & Public Works Committee for direction. Either Section 500.007 Property Maintenance Code or Section 500.140 Exterior Maintenance Standards should be repealed to address this conflict.

DISCUSSION

Councilmember Hurt prefaced the discussion by stating that historically, Council has felt that it is not the responsibility of the City to regulate the interior of the home. That is why the City adopted the Exterior Maintenance Standards.

Mr. Wyse indicated that the City is not currently utilizing the International Property Maintenance Code and that the City's Code Enforcement Officers are currently using the Exterior Maintenance Standards. The City contracts with St. Louis County to provide interior inspections.

There was extensive discussion regarding the differences between the two codes and the consequences of eliminating the International Property Maintenance Code.

Mr. Wyse recommended that Staff review the City's Exterior Maintenance Standards and the International Property Maintenance Code to see if there are any gaps, concentrating on the exterior and not interior of the house, that should be addressed. If there are, Staff will bring back recommendations for discussion.

The Committee directed Staff to review the International Property Maintenance Code and the City's Exterior Maintenance Standards to determine if updates can be made to the City's Exterior Maintenance Standards and repeal the International Property Maintenance Code.

IV. OTHER – None.

V. ADJOURNMENT

The meeting adjourned at 7:16 p.m.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning **JW**
Date: June 5, 2023

RE: P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios): A request to rezone an existing "NU" Non-Urban District to an "R3" Residence District for a 3.9-acre tract of land located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct (21S410088).

Summary

William G. Vellios has submitted a request to rezone a 3.9-acre tract of land, referred to as Lot 15 of Ballwin Acres, from "NU" Non-Urban to "R3" Residence District.

A Public Hearing was held on May 8, 2023, and there was significant discussion by the Planning Commission and neighboring property owners. There weren't any issues to be addressed during the rezoning process. The items discussed would be addressed during subsequent review processes. The Planning Commission made a motion to recommend approval, as presented, which passed by a vote of 8-0.

The petition was reviewed by the Planning & Public Works Committee on May 18th, 2023. The Committee made a motion to forward the petition to the City Council with a recommendation to approve.



Figure 1: Subject Site Aerial

Attachments:
1) Narrative Statement 2) Survey 3) Tree Inventory

BILL NO. 3444

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARY OF A "NU" NON-URBAN DISTRICT TO AN "R-3" RESIDENCE DISTRICT FOR A 3.9 ACRE TRACT OF LAND LOCATED EAST OF KEHRS MILL RD, SOUTH OF WENDIMILL DR, WEST OF MEADOWBROOK COUNTRY CLUB ESTATES, AND NORTH OF COVENTRY WOODS CT (21S410088).

WHEREAS, the petitioner, William G. Vellios, has requested a change in zoning for an existing "NU" Non-Urban District to an "R-3" Residence District for a 3.9-acre tract of land located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct; and,

WHEREAS, a Public Hearing was held before the Planning Commission on May 8, 2023; and,

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

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an "R-3" Residence District designation for 3.9 acres located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct and as described as follows:

LOT 15 OF BALLWIN ACRES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20 PAGE 51 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

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 William G. Vellios in P.Z. 07-2023, 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 8th day of May 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: 6/5/2023

Current Owner William G. Vellios is applying for a Rezoning 2758 Kehrs Mill Road From NU to R3 Residential.

Legal Description : Lot 15 of Ballwin Acres Plat Book 20 page 51 St. Louis County Missouri

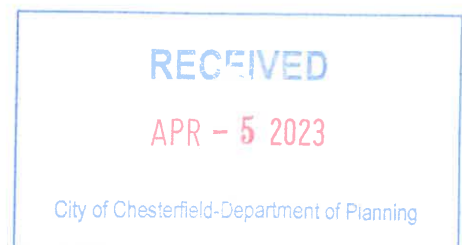
The Property is located in Ward 3 of City of Chesterfield the locator ID is I00869845

Items included in this package:

1. Change of Zoning / Special Procedure Application & Check #5012 fo \$315 application fee
2. Legal Description of entire parcel Land (With Description of Land) Includes
 - a. General warranty Deed Entered into Dec 5, 1960 (Kon and Aspasia Vellios)
 - b. Beneficiary Deed Dated March 19, 1993 (Kon Vellios William G Vellios Jr of 1538 Virginia Drive Ellisvile MO 63011 as Grantee Beneficiairy
 - c. Recorder of Deeds Document Identification & Certification Sheet Filed 93-Apr-8 Am10:05
 - d. Recorder of Deeds Document Certification Dec 27, 2022 and Affidavit of Death
 - e. Deed of Easement Dated April 5, 2002
 - f. **On Feb 13,2023 William G Vellios researched at the St. Louis County Government Center Land Information Center 41 S Central Clayton Missouri and Missouri Courts for liens or violations on 2758 Kehrs Mill Road and the legal description. No violations or liens were found on this property.**
3. Quantity 1 Survey of the Property conducted by Metron Surveyors (Elmer Krussel and John Winkler) completed on March 23, 2023
 - a.
4. Deed of Easement Dated April 5, 2002
5. 2 Copies of a Tree Stand Delineation Performed and completed by Metropolitan Forestry on April 4, 2023. The TSD was conducted by Kevin Seger ISA Certified Arborist certification #31051 with 26 years of Experience and Cary Semsar with a Bachelor of Science Degree In Urban Forestry and Board Certified Master Arborist #OH5130B (See attached certification documentation)

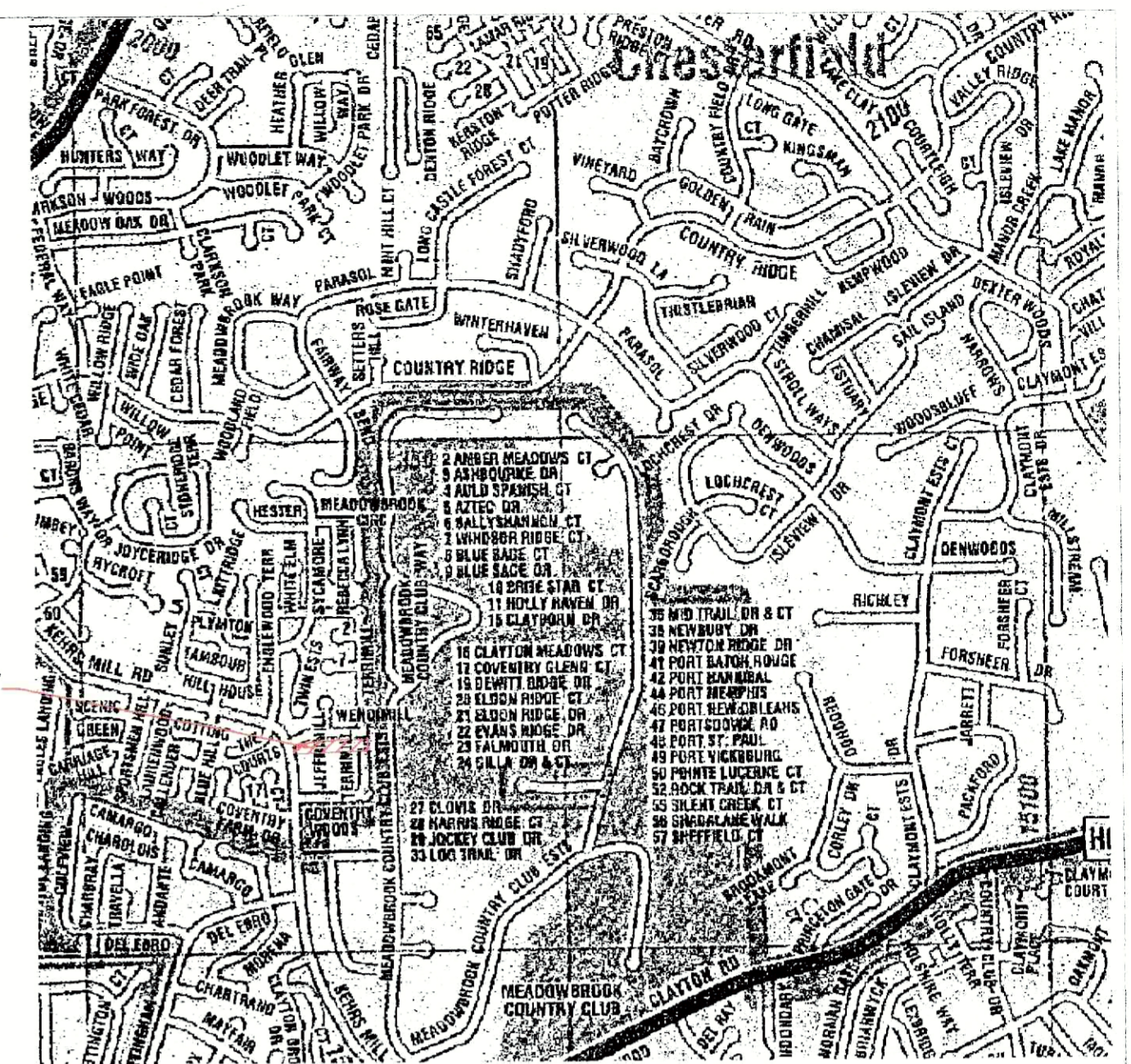
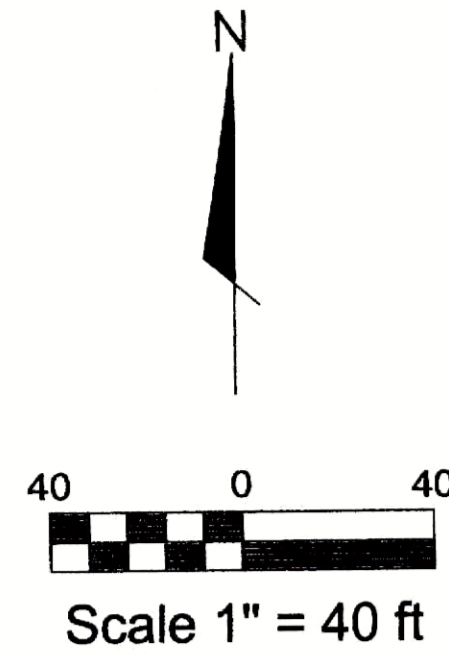
*Intent of the Current Owner Custodian of the Property (William G Vellios) is to Seek Approval for R3 Zoning for future sale of the property. The property is anticipated to yield 9 to 11 lots based on R3 standards. The final number of lots will be determined by the future buyer and associated future engineering & topographical studies to be submitted by the City of Chesterfield and its planning approval process.

Please feel free to Contact William(Bill) Vellios at 314-452-3579 with any questions



BOUNDARY & TOPOGRAPHIC SURVEY

LOT 15 OF BALLWIN ACRES
 PLAT BOOK 20 PAGE 51
 ST. LOUIS COUNTY, MISSOURI

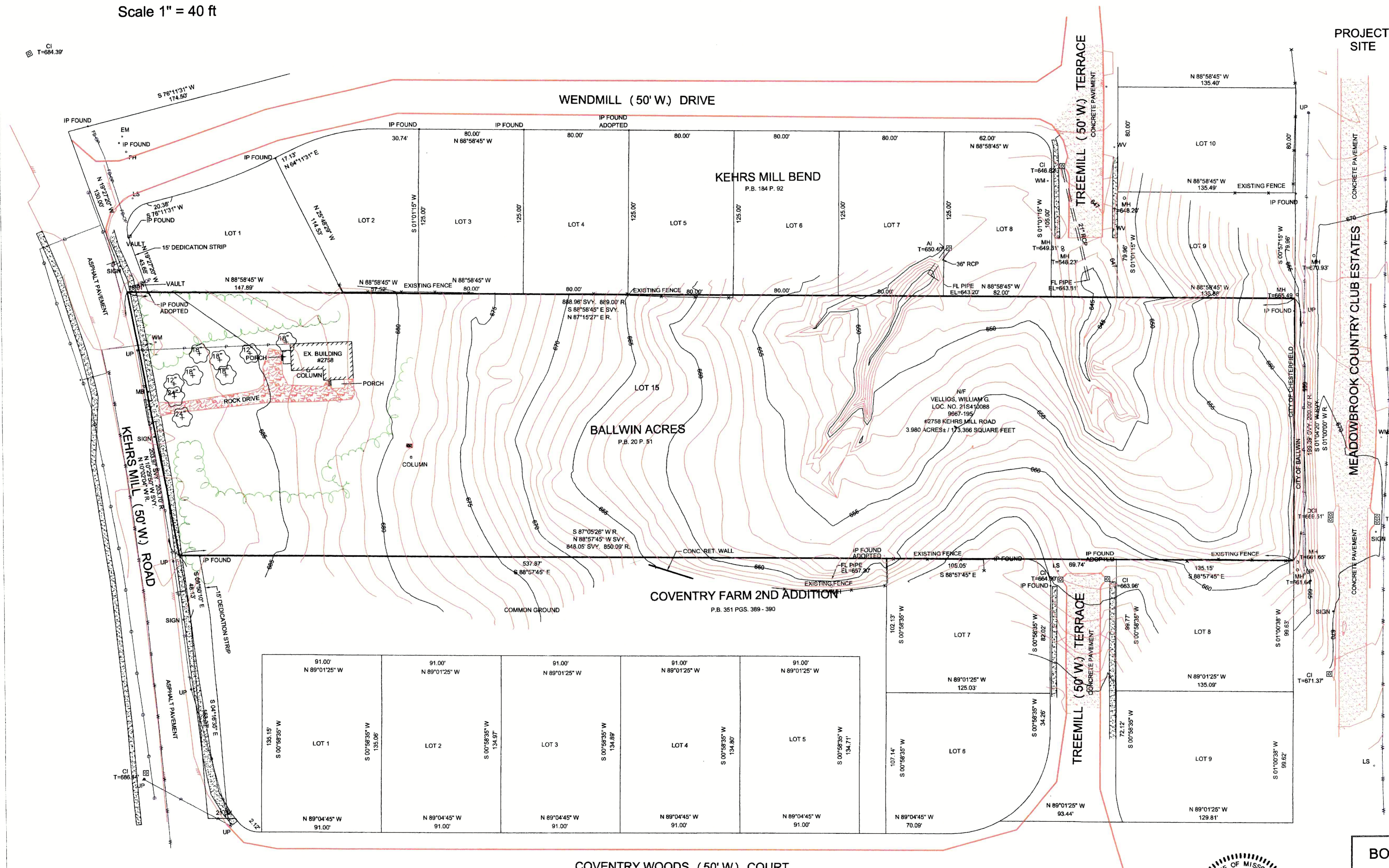


LOCATION MAP
 NOT TO SCALE

LEGEND

ASPH	DENOTES	ASPHALT
AI	AREA INLET	
BF	BACK FLOW	
BOLL	BOLLARD	
CI	CURB INLET	
CO	CLEANOUT	
CTV	CABLE TELEVISION	
DCI	DOUBLE CURB INLET	
FH	FIRE HYDRANT	
DNA	DOES NOT AFFECT SUBJECT TRACT	
GM	GAS METER	
IR	IRON ROD	
IP	IRON PIPE	
LS	LIGHT STANDARD	
MB	MAILBOX	
MH	MANHOLE	
NP	NOT PLOTTABLE	
PCB	PHONE CABLE BOX	
R	RECORD	
SVY	SURVEY	
T.C.	TITLE COMMITMENT	
TSB	TRAFFIC SIGNAL BASE	
UP	UTILITY POLE	
WM	WATER METER	
WV	WATER VALVE	
E	ELECTRIC LINE MARKED	
G	GAS LINE MARKED	
P	OVERHEAD POWER LINE	
W	WATER LINE MARKED	
CONCRETE	CONCRETE	
EDGE OF ASPHALT P.V.M.T.	EDGE OF ASPHALT P.V.M.T.	
T.C. SCHEDULE B-II ITEM NO.	T.C. SCHEDULE B-II ITEM NO.	
NO. PARKING SPOTS	NO. PARKING SPOTS	
EXISTING FENCE	EXISTING FENCE	
EXISTING TREE W/DIAMETER	EXISTING TREE W/DIAMETER	

STATE OF MISSOURI
 JOHN E. WINKLER JR.
 REGISTERED LAND SURVEYOR
 3/23/23
 ELMER A KRUSSEL, E-16146



DESCRIPTION: 2758 KEHR'S MILL ROAD
 LOT 15 OF BALLWIN ACRES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF
 RECORDED IN PLAT BOOK 20 PAGE 51 OF THE ST. LOUIS COUNTY, MISSOURI
 RECORDS.

STATE OF MISSOURI
 JOHN E. WINKLER JR.
 REGISTERED LAND SURVEYOR
 NUMBER
 PLS-2006010664
 3-23-2023
 John E. Winkler Jr.

BOUNDARY & TOPOGRAPHIC SURVEY				
For: BILL VELLIOS 2758 KEHR'S MILL ROAD CHESTERFIELD, MISSOURI 63017		REV.	DATE	DESCRIPTION
		ORDER NO.	10538	
		DATE	3-23-2023	
		DRAWN	JEW	
		CHECKED	JAW	
E. KRUSSEL, LLC 35 THOREAU COURT O'FALLON, MO. 63366 636-544-1691		BY	1	CHK'D
			OF	1

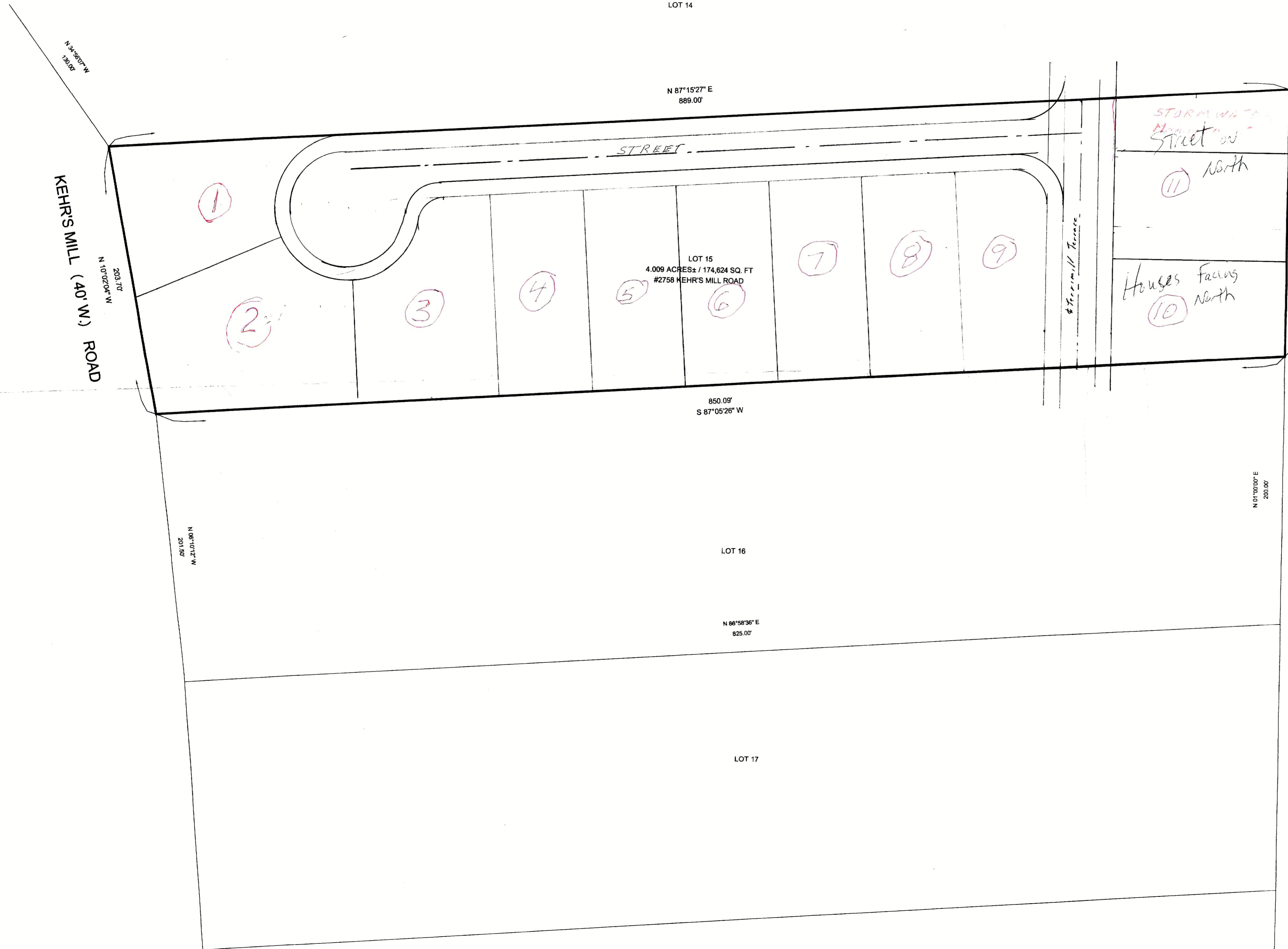
DATE: 3/23/23
 TIME: 10:00 AM
 SCALE: 1" = 40'
 DRAWN BY: JAW
 CHECKED BY: JAW

SUBDIVISION PLAN

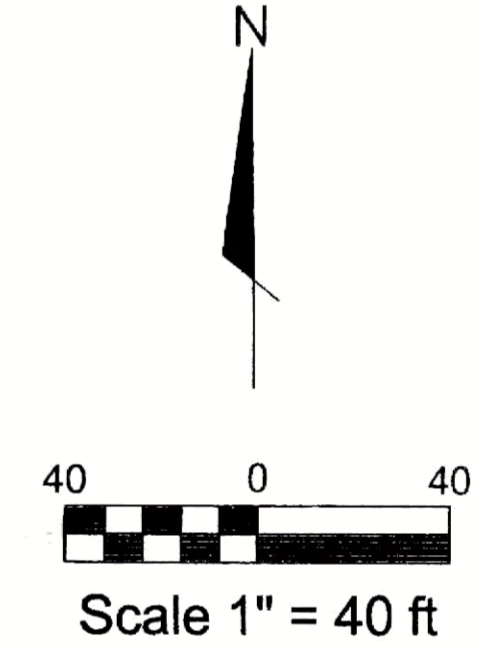
LOT 15 OF BALLWIN ACRES

PLAT BOOK 20 PAGE 51

ST. LOUIS COUNTY, MISSOURI



LOCATION MAP
NOT TO SCALE



SANDY SHEPHERD
3/14 4:35 PM '23

DESCRIPTION: 2758 KEHR'S MILL ROAD

LOT 15 OF BALLWIN ACRES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20 PAGE 51 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

ELMER A KRUSSEL, E-16146

SUBDIVISION PLAN - PRELIMINARY				
For: BILL VELLIOS 2758 KEHR'S MILL ROAD CHESTERFIELD, MISSOURI 63017				
E. KRUSSEL, LLC 35 THOREAU COURT O'FALLON, MO. 63366 636-544-1691	REV. DATE DESCRIPTION BY CHKD	ORDER NO. 10538	DATE 3-08-2023	DRAWN JEW
	CHECKED JAW	1 OF 1		

DRAWN BY: JEW
CHECKED BY: JAW
DATE: 3-08-2023
PROJECT: LOT 15 OF BALLWIN ACRES
SUBDIVISION PLAN

Tree inventory for Bill Vellios
 2758 Kehrs Mill
 Prepared By Kevin Seger MW-3105A
 Cary Semsar OH-5130B

#	Item	Name	DBH	Condition
1	Cherry (Black)	#1 Cherry (Black)		17
2	Persimmon	#2 Persimmon		17
3	Eastern Redcedar	#3 Eastern Redcedar		11
4	Eastern Redcedar	#4 Eastern Redcedar		10.5
5	Eastern Redcedar	#5 Eastern Redcedar		14
6	Persimmon	#6 Persimmon		12
7	Persimmon	#7 Persimmon		13
8	Eastern Redcedar	#8 Eastern Redcedar		8
9	Eastern Redcedar	#9 Eastern Redcedar		16
10	Eastern Redcedar	#10 Eastern Redcedar		14
11	Eastern Redcedar	#11 Eastern Redcedar		11
12	Eastern Redcedar	#12 Eastern Redcedar		16
13	Walnut (Black)	#13 Walnut (Black)		15
14	Tree	#14 Tree		7
15	Walnut (Black)	#15 Walnut (Black)		14
16	Walnut (Black)	#16 Walnut (Black)		15
17	Walnut (Black)	#17 Walnut (Black)		15
18	Black Locust	#18 Black Locust		7
19	Elm (American)	#19 Elm (American)		8
20	Elm (American)	#20 Elm (American)		14
21	Hackberry	#21 Hackberry		29
22	Elm (American)	#22 Elm (American)		7
23	Tree	#23 Tree		7
24	Boxelder	#24 Boxelder		13
25	Black Locust	#25 Black Locust		11
26	Tree	#26 Tree		11
27	Elm (American)	#27 Elm (American)		14
28	Tree	#28 Tree		12
29	Hackberry	#29 Hackberry		14
30	Elm (American)	#30 Elm (American)		5
31	Elm (American)	#31 Elm (American)		23
32	Elm (American)	#32 Elm (American)		7
33	Elm (American)	#33 Elm (American)		9
34	Ash	#34 Ash		10
35	Black Locust	#35 Black Locust		11
36	Maple (Silver)	#36 Maple (Silver)		9
37	Maple (Silver)	#37 Maple (Silver)		8
38	Elm (American)	#38 Elm (American)		8
39	Cherry (Black)	#39 Cherry (Black)		21
40	Ash	#40 Ash		6
41	Elm (American)	#41 Elm (American)		0
42	Tree	#42 Tree		7

43 Tree	#43 Tree	9
44 Maple (Silver)	#44 Maple (Silver)	18
45 Cherry (Black)	#45 Cherry (Black)	7
46 Elm (American)	#46 Elm (American)	7
47 Elm (American)	#47 Elm (American)	8
48 Elm (American)	#48 Elm (American)	7
49 Black Locust	#49 Black Locust	14
50 Elm (American)	#50 Elm (American)	8
51 Tree	#51 Tree	12
52 Elm (American)	#52 Elm (American)	7
53 Maple (Silver)	#53 Maple (Silver)	23
54 Tree	#54 Tree	8
55 Elm (American)	#55 Elm (American)	11
56 Maple (Silver)	#56 Maple (Silver)	19
57 Tree	#57 Tree	7
58 Elm (American)	#58 Elm (American)	8
59 Cherry (Black)	#59 Cherry (Black)	8
60 Tree	#60 Tree	12
61 Elm (American)	#61 Elm (American)	7
62 Elm (American)	#62 Elm (American)	5.5
63 Elm (American)	#63 Elm (American)	9
64 Elm (American)	#64 Elm (American)	8
65 Cottonwood	#65 Cottonwood	43
66 Cottonwood	#66 Cottonwood	32
67 Elm (American)	#67 Elm (American)	6
68 Boxelder	#68 Boxelder	7
69 Tree	#69 Tree	19
70 Elm (American)	#70 Elm (American)	12
71 Maple (Silver)	#71 Maple (Silver)	34
72 Elm (American)	#72 Elm (American)	6
73 Ash	#73 Ash	7
74 Cherry (Black)	#74 Cherry (Black)	14
75 Elm (American)	#75 Elm (American)	7
76 Ash	#76 Ash	16
77 Eastern Redcedar	#77 Eastern Redcedar	8
78 Sassafras	#78 Sassafras	7
79 Boxelder	#79 Boxelder	6
80 Tree	#80 Tree	27
81 Boxelder	#81 Boxelder	10
82 Pin Oak	#82 Pin Oak	17
83 Oak	#83 Oak	13
84 Boxelder	#84 Boxelder	10
85 Boxelder	#85 Boxelder	10
86 Boxelder	#86 Boxelder	7
87 Boxelder	#87 Boxelder	10
88 Elm (American)	#88 Elm (American)	14
89 Persimmon	#89 Persimmon	7

90 Ash	#90 Ash	9
91 Tree	#91 Tree	25 Dead
92 Ash	#92 Ash	6
93 Shingle Oak	#93 Shingle Oak	14
94 Boxelder	#94 Boxelder	6
95 Ash	#95 Ash	6
96 Elm (American)	#96 Elm (American)	11
97 Honeylocust	#97 Honeylocust	20
98 Elm (American)	#98 Elm (American)	6
99 Boxelder	#99 Boxelder	17
100 Elm (American)	#100 Elm (American)	6
101 Ash	#101 Ash	0
102 Persimmon	#102 Persimmon	11
103 Black Locust	#103 Black Locust	16
104 Sassafras	#104 Sassafras	7
105 Black Locust	#105 Black Locust	17
106 Black Locust	#106 Black Locust	12
107 Elm (American)	#107 Elm (American)	7
108 Tree	#108 Tree	15 Dead
109 Persimmon	#109 Persimmon	12
110 Black Locust	#110 Black Locust	14
111 Sassafras	#111 Sassafras	5
112 Black Locust	#112 Black Locust	16
113 Cherry (Black)	#113 Cherry (Black)	16
114 Elm (American)	#114 Elm (American)	7
115 Persimmon	#115 Persimmon	6
116 Maple (Silver)	#116 Maple (Silver)	9
117 Eastern Redcedar	#117 Eastern Redcedar	10
118 Persimmon	#118 Persimmon	8
119 Elm (American)	#119 Elm (American)	8
120 Persimmon	#120 Persimmon	5
121 Tree	#121 Tree	18 Dead
122 Green Ash	#122 Green Ash	19
123 Black Locust	#123 Black Locust	14
124 Elm (American)	#124 Elm (American)	12
125 Black Locust	#125 Black Locust	9
126 Boxelder	#126 Boxelder	12
127 Ash	#127 Ash	13
128 Persimmon	#128 Persimmon	11
129 Cherry (Black)	#129 Cherry (Black)	6
130 Maple (Silver)	#130 Maple (Silver)	8
131 Elm (American)	#131 Elm (American)	8
132 Elm	#132 Elm	8
133 Ash	#133 Ash	6
134 Maple (Silver)	#134 Maple (Silver)	9
135 Sassafras	#135 Sassafras	9
136 Honeylocust	#136 Honeylocust	22

137 Elm (American)	#137 Elm (American)	6
138 Elm (American)	#138 Elm (American)	8
139 Elm (American)	#139 Elm (American)	8
140 Maple (Silver)	#140 Maple (Silver)	9
141 Boxelder	#141 Boxelder	9
142 Mulberry	#142 Mulberry	14
143 Tree	#143 Tree	10 Dead
144 Hackberry	#144 Hackberry	6
145 Hackberry	#145 Hackberry	11
146 Elm (American)	#146 Elm (American)	14
147 Hackberry	#147 Hackberry	12
148 Cherry (Black)	#148 Cherry (Black)	8
149 Tree	#149 Tree	23 Dead
150 Elm	#150 Elm	8
151 Maple	#151 Maple	9
152 Maple (Silver)	#152 Maple (Silver)	17
153 Elm (American)	#153 Elm (American)	6
154 Maple (Silver)	#154 Maple (Silver)	33
155 Maple (Silver)	#155 Maple (Silver)	10
156 Elm	#156 Elm	1
157 Elm (American)	#157 Elm (American)	5
158 Hackberry	#158 Hackberry	17
159 Hackberry	#159 Hackberry	12
160 Hackberry	#160 Hackberry	7
161 Tree	#161 Tree	13 Dead
162 Hackberry	#162 Hackberry	8
163 Oak	#163 Oak	17
164 Hackberry	#164 Hackberry	7
165 Tree	#165 Tree	7 Dead
166 Hackberry	#166 Hackberry	9
167 Tree	#167 Tree	9 Dead
168 Elm (American)	#168 Elm (American)	16
169 Sassafras	#169 Sassafras	13
170 Tree	#170 Tree	25 Dead
171 Cottonwood	#171 Cottonwood	30
172 Elm (American)	#172 Elm (American)	6
173 Elm (American)	#173 Elm (American)	9
174 Cherry (Black)	#174 Cherry (Black)	16
175 Elm (American)	#175 Elm (American)	8
176 Sassafras	#176 Sassafras	8
177 Boxelder	#177 Boxelder	11
178 Cherry (Black)	#178 Cherry (Black)	10
179 Elm (American)	#179 Elm (American)	9
180 Tree	#180 Tree	17 Dead
181 Shagbark Hickory	#181 Shagbark Hickory	13
182 Oak	#182 Oak	19
183 Boxelder	#183 Boxelder	9

184 Elm (American)	#184 Elm (American)	10
185 Shagbark Hickory	#185 Shagbark Hickory	13
186 Hackberry	#186 Hackberry	17
187 Cherry (Black)	#187 Cherry (Black)	16
188 Tree	#188 Tree	8 Dead
189 Elm (American)	#189 Elm (American)	14
190 Sassafras	#190 Sassafras	6
191 Persimmon	#191 Persimmon	11
192 Cherry (Black)	#192 Cherry (Black)	13
193 Cedar	#193 Cedar	10
194 Persimmon	#194 Persimmon	11
195 Cherry (Black)	#195 Cherry (Black)	21
196 Sassafras	#196 Sassafras	6
197 Cherry (Black)	#197 Cherry (Black)	21
198 Persimmon	#198 Persimmon	0
199 Tree	#199 Tree	20 Dead
200 Elm (American)	#200 Elm (American)	8
201 Hackberry	#201 Hackberry	19
202 Hackberry	#202 Hackberry	10
203 Hackberry	#203 Hackberry	9
204 Hackberry	#204 Hackberry	17
205 Sassafras	#205 Sassafras	8
206 Oak	#206 Oak	31
207 Oak	#207 Oak	17 Dead
208 Red Oak	#208 Red Oak	21
209 Boxelder	#209 Boxelder	5
210 Oak	#210 Oak	11
211 Sassafras	#211 Sassafras	0
212 Oak	#212 Oak	27
213 Sassafras	#213 Sassafras	5
214 Red Oak	#214 Red Oak	11
215 Red Oak	#215 Red Oak	22
216 Hickory	#216 Hickory	11
217 Hickory	#217 Hickory	11
218 Ash	#218 Ash	13
219 Oak	#219 Oak	14
220 Oak	#220 Oak	17
221 Oak	#221 Oak	14
222 Elm (American)	#222 Elm (American)	7
223 Persimmon	#223 Persimmon	7
224 Oak	#224 Oak	14
225 Oak	#225 Oak	19
226 Oak	#226 Oak	19
227 Persimmon	#227 Persimmon	6
228 Oak	#228 Oak	7 Dead
229 Boxelder	#229 Boxelder	7
230 White Oak	#230 White Oak	20

231 Hickory	#231 Hickory	11
232 Oak	#232 Oak	10
233 Oak	#233 Oak	22
234 Oak	#234 Oak	21 Dead
235 Sassafras	#235 Sassafras	5
236 Hickory	#236 Hickory	11
237 Hickory	#237 Hickory	5
238 Ash	#238 Ash	11
239 Tree	#239 Tree	22 Dead
240 Ash	#240 Ash	7
241 Hickory	#241 Hickory	7
242 Boxelder	#242 Boxelder	8
243 Boxelder	#243 Boxelder	9
244 Boxelder	#244 Boxelder	5
245 Hickory	#245 Hickory	7
246 Boxelder	#246 Boxelder	8
247 Red Oak	#247 Red Oak	11
248 Boxelder	#248 Boxelder	7
249 Hickory	#249 Hickory	19
250 Ash	#250 Ash	16
251 Boxelder	#251 Boxelder	7
252 Boxelder	#252 Boxelder	11
253 Hickory	#253 Hickory	6
254 Elm (American)	#254 Elm (American)	15
255 Boxelder	#255 Boxelder	7
256 Sassafras	#256 Sassafras	5
257 Boxelder	#257 Boxelder	11
258 Boxelder	#258 Boxelder	8
259 Boxelder	#259 Boxelder	8
260 Hickory	#260 Hickory	5
261 Hickory	#261 Hickory	5
262 Boxelder	#262 Boxelder	10
263 Red Oak	#263 Red Oak	18
264 Boxelder	#264 Boxelder	11
265 Boxelder	#265 Boxelder	17
266 Boxelder	#266 Boxelder	10
267 Hickory	#267 Hickory	11
268 Elm	#268 Elm	8
269 Hickory	#269 Hickory	11
270 Oak	#270 Oak	21
271 Oak	#271 Oak	18
272 Hickory	#272 Hickory	10
273 Oak	#273 Oak	13
274 Oak	#274 Oak	15
275 Elm (American)	#275 Elm (American)	7
276 Black Locust	#276 Black Locust	5
277 Boxelder	#277 Boxelder	10

278 Maple (Silver)	#278 Maple (Silver)	34
279 Elm (American)	#279 Elm (American)	6
280 Elm (American)	#280 Elm (American)	13
281 Elm (American)	#281 Elm (American)	12
282 Elm	#282 Elm	8
283 Maple	#283 Maple	31
284 Elm (American)	#284 Elm (American)	23
285 Elm (American)	#285 Elm (American)	8
286 Elm	#286 Elm	6
287 Elm (American)	#287 Elm (American)	11
288 Elm (American)	#288 Elm (American)	6
289 Elm (American)	#289 Elm (American)	6
290 Hackberry	#290 Hackberry	13
291 Elm	#291 Elm	8 Dead
292 Hackberry	#292 Hackberry	8
293 Hackberry	#293 Hackberry	8
294 Elm (American)	#294 Elm (American)	26
295 Elm (American)	#295 Elm (American)	9
296 Elm (American)	#296 Elm (American)	6
297 Elm (American)	#297 Elm (American)	9
298 Ash	#298 Ash	22
299 Elm (American)	#299 Elm (American)	7
300 Maple	#300 Maple	10
301 Maple	#301 Maple	7
302 Elm	#302 Elm	8
303 Cottonwood	#303 Cottonwood	40
304 Boxelder	#304 Boxelder	10
305 Oak	#305 Oak	14
306 Elm (American)	#306 Elm (American)	9
307 Elm (American)	#307 Elm (American)	9
308 Maple (Silver)	#308 Maple (Silver)	19
309 Elm (American)	#309 Elm (American)	11
310 Elm (American)	#310 Elm (American)	12
311 Elm (American)	#311 Elm (American)	6
312 Cottonwood	#312 Cottonwood	41
313 Elm (American)	#313 Elm (American)	8
314 Elm (American)	#314 Elm (American)	7
315 Maple (Silver)	#315 Maple (Silver)	23
316 Elm (American)	#316 Elm (American)	11
317 Maple (Silver)	#317 Maple (Silver)	22
318 Elm (American)	#318 Elm (American)	5
319 Elm (American)	#319 Elm (American)	8 Dead
320 Elm (American)	#320 Elm (American)	5
321 Elm (American)	#321 Elm (American)	8
322 Maple (Silver)	#322 Maple (Silver)	35
323 Elm (American)	#323 Elm (American)	6 Dead
324 Elm (American)	#324 Elm (American)	6

325 Elm (American)	#325 Elm (American)	7 Dead
326 Elm (American)	#326 Elm (American)	7
327 Maple	#327 Maple	10
328 Elm (American)	#328 Elm (American)	8
329 Ash	#329 Ash	16
330 Ash	#330 Ash	16
331 Ash	#331 Ash	7
332 Ash	#332 Ash	13
333 Hickory	#333 Hickory	5
334 Cherry (Black)	#334 Cherry (Black)	16
335 Eastern Redcedar	#335 Eastern Redcedar	11
336 Elm (American)	#336 Elm (American)	11
337 Elm (American)	#337 Elm (American)	7
338 Elm (American)	#338 Elm (American)	8
339 Elm (American)	#339 Elm (American)	8
340 Eastern Redcedar	#340 Eastern Redcedar	9
341 Ash	#341 Ash	11
342 Boxelder	#342 Boxelder	13
343 Boxelder	#343 Boxelder	7
344 Sweetgum	#344 Sweetgum	13
345 Elm (American)	#345 Elm (American)	22
346 Eastern Redcedar	#346 Eastern Redcedar	13
347 Walnut (Black)	#347 Walnut (Black)	18
348 Walnut	#348 Walnut	9
349 Elm (American)	#349 Elm (American)	14
350 Elm (American)	#350 Elm (American)	7
351 Elm (American)	#351 Elm (American)	24
352 Tree	#352 Tree	17 Dead
353 Walnut (Black)	#353 Walnut (Black)	7
354 Persimmon	#354 Persimmon	7
355 Walnut (Black)	#355 Walnut (Black)	8
356 Black Locust	#356 Black Locust	14
357 Persimmon	#357 Persimmon	17
358 Elm (American)	#358 Elm (American)	9
359 Hackberry	#359 Hackberry	18
360 Mulberry	#360 Mulberry	18
361 Boxelder	#361 Boxelder	15
362 Boxelder	#362 Boxelder	9
363 Black Locust	#363 Black Locust	17
364 Boxelder	#364 Boxelder	11
365 Boxelder	#365 Boxelder	7
366 Maple	#366 Maple	9
367 Black Locust	#367 Black Locust	20
368 Walnut (Black)	#368 Walnut (Black)	5
369 Black Locust	#369 Black Locust	14
370 Black Locust	#370 Black Locust	20
371 Maple (Silver)	#371 Maple (Silver)	16

372 Elm (American)	#372 Elm (American)	10
373 Elm (American)	#373 Elm (American)	12
374 Black Locust	#374 Black Locust	12
375 Walnut	#375 Walnut	12
376 Walnut	#376 Walnut	8
377 Black Locust	#377 Black Locust	16
378 Black Locust	#378 Black Locust	13
379 Hackberry	#379 Hackberry	0
380 Hackberry	#380 Hackberry	10
381 Eastern Redcedar	#381 Eastern Redcedar	14
382 Maple (Silver)	#382 Maple (Silver)	36
383 Maple (Silver)	#383 Maple (Silver)	38
384 Maple (Silver)	#384 Maple (Silver)	22
385 Eastern Redcedar	#385 Eastern Redcedar	9
386 Elm	#386 Elm	6
387 Eastern Redcedar	#387 Eastern Redcedar	10
388 Eastern Redcedar	#388 Eastern Redcedar	7
389 Eastern Redcedar	#389 Eastern Redcedar	9
390 Eastern Redcedar	#390 Eastern Redcedar	7
391 Eastern Redcedar	#391 Eastern Redcedar	8
392 Spruce	#392 Spruce	16 Dead
393 Persimmon	#393 Persimmon	13
394 Persimmon	#394 Persimmon	12
395 Eastern Redcedar	#395 Eastern Redcedar	12
396 Eastern Redcedar	#396 Eastern Redcedar	6
397 Eastern Redcedar	#397 Eastern Redcedar	11
398 Eastern Redcedar	#398 Eastern Redcedar	7
399 Eastern Redcedar	#399 Eastern Redcedar	12
400 Eastern Redcedar	#400 Eastern Redcedar	8
401 Eastern Redcedar	#401 Eastern Redcedar	8
402 Eastern Redcedar	#402 Eastern Redcedar	16
403 Boxelder	#403 Boxelder	8
404 Hackberry	#404 Hackberry	7
405 Walnut (Black)	#405 Walnut (Black)	25
406 Boxelder	#406 Boxelder	7
407 Boxelder	#407 Boxelder	9
408 Elm	#408 Elm	6
409 Hackberry	#409 Hackberry	14
410 Elm (American)	#410 Elm (American)	9
411 Elm (American)	#411 Elm (American)	11
412 Boxelder	#412 Boxelder	6
413 Elm (American)	#413 Elm (American)	7
414 Elm (American)	#414 Elm (American)	8
415 Tree	#415 Tree	21 Dead
416 Elm (American)	#416 Elm (American)	11
417 Elm (American)	#417 Elm (American)	8
418 Elm	#418 Elm	15

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 5, 2023

RE: P.Z. 09-2023 City of Chesterfield (UDC – Article 4): An amendment to Article 4 of the Unified Development Code for modifications to the City's zoning districts and locations for where recreational uses are appropriate.



Summary

The City's Unified Development Code (UDC) contains several recreational uses and zoning districts in which the uses are permitted. In reviewing the use table, Staff is proposing modifications to be considered in an effort to eliminate inconsistencies. For example, many recreational uses were previously allowed in the Planned Industrial District; however, they are no longer permitted in those same locations following the revisions to the Unified Development Code in 2009. This results in inconsistencies between the uses that were allowed in "older" Planned Industrial Districts (pre-2009) and the uses that are allowed in "newer" Planned Industrial Districts (post 2009).

A Public Hearing was held on May 8, 2023 for this petition. The Planning Commission recommended approval, as amended, by a vote of 8-0. The amendment included adding the use "Athletic Courts & Fields" into the "PC" Planned Commercial District.

The petition was reviewed by the Planning & Public Works Committee on May 18th, 2023. The Committee made a motion to forward the petition to the City Council with a recommendation to approve.

Attachments:

- 1) Use Table for Non-Residential Districts

BILL NO. 3445

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.03.070 OF THE UNIFIED DEVELOPMENT CODE RELATING TO THE USE TABLE FOR NON-RESIDENTIAL DISTRICTS.

WHEREAS, pursuant to Chapter 89 RSMo, the City of Chesterfield (the "City") is authorized to establish zoning regulations for the City; and

WHEREAS, the City desires to amend the uses for non-residential districts; and

WHEREAS, a Public Hearing was held before the Planning Commission on May 8, 2023; and,

WHEREAS, the Planning Commission recommends approval of the following amendments; and,

WHEREAS, the Planning & Public Works Committee, having considered said request, recommended approval of the following amendments; and,

WHEREAS, the City Council, having considered said request, voted to approve the amendments to Section 405.03.070 Use Table for Non-Residential Districts of the Unified Development Code.

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

Section I: The City of Chesterfield hereby approves the updates to Section 405.03.070 Use Table for Non-Residential Districts as set out in Attachment "A" which is attached hereto and made part thereof.

Section II: If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of a competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section III: Where this Ordinance differs or conflicts with other laws, rules or regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section IV: This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

Section V: 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:

FIRST READING HELD: 6/5/2023

Vickie McGownd, CITY CLERK

CITY OF CHESTERFIELD - UNIFIED DEVELOPMENT CODE

Chapter 405 - Attachment 2

Use Table for Non-Residential Districts

[CC 1990 Ch. 31, Attach 2; Ord. No. 2801, § 3 (Exh. A), 6-16-2014; Ord. No. 3034, 2-4-2019; Ord No. 3138, 2-16-2021]

Uses:	P- Permitted						C- Conditional	
	ZONING DISTRICTS							
USE GROUP	PS	AG	PC*	NB	PI*	LI	MU	
<i>CIVIC</i>								
Administrative offices for educational or religious institutions		C	P	P	P	P		
Church and other places of worship		C	P	P	P	P		
Community center			P					
Correctional institution					P			
Highway department garage					P			
Historic sites, including buildings	P	P						
Library			P	P				
Natural or primitive areas and forests encompassed by the provisions of the Missouri State Forestry Law	P	P						
Parks	P	P	P	P	P	P		
Postal stations			P	P	P	P	P	
Public building facility owned or leased by the City of Chesterfield			P	P	P	P		
Public safety facility	P	P	P	P	P	P	P	
Railroad switching yard and tracks and associated structures					P			
Retreat center	C	C						
Sales yard operated by a church, school, or other not-for-profit organization			P		P			
Wildlife habitats, forests, conservation projects and fish hatcheries	P	P						
<i>RESIDENTIAL</i>								
Dwelling, employee	C		P		P			
Dwelling, single-family detached								
Dwellings, multi-family								
Home Occupation		P						
Group residential facility							P	

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
<i>PUBLIC/RECREATIONAL</i>							
Airport, public or private		C			P		
Amusement park			P				
Arena and stadium			P		P	P	
Art gallery			P				
Art studio			P				
Athletic courts and fields	P	P	P		P	P	
Auditorium			P		P	P	
Banquet facility			P				
Botanical garden	P	P	P	P			
Camping facility	C	C					
Cemetery	P	C	P	P		P	
Club		C	P	P	P		
Correctional institution					P		
Driving range	C	C			P	P	
Fairground			P		P		
Farmer's market		C	P	P	P		
Golf course	C	C			P	P	
Gymnasium			P	P	P	P	
Harbor, marina, and dock for water-borne vehicles including repair facilities and sales of fuel and supplies					P		
Heliport-public and private					P		
Mortuary		C	P	P			
Museum			P	P			
Reading room			P	P			
Recreation facility	P	C	P	P	P	P	
Riding stable		P	P	P			
Transit transfer station			P				
Union halls and hiring halls			P		P		
Zoological garden			P				

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
OFFICE							
Office-dental			P	P	P		P
Office-general			P	P	P	P	P
Office-medical			P	P	P		P
COMMERCIAL/SALES							
Aircraft sales and leasing facilities and services					P		
Automobile dealership			P				
Automotive detailing shop					P		
Automotive retail supply			P		P		
Bakery			P	P	P		
Bar			P		P		
Bowling center			P		P	P	
Brewery					P		
Brewpub			P		P		
Coffee shop			P	P			
Coffee shop, drive-thru			P				
Farming, livestock and stables. Farming includes cultivation and sale of crops, plants and domestic animals with no salesrooms		P	P		P		
Grocery-community			P				
Grocery-neighborhood			P	P			
Grocery-supercenter			P				
Motorcycle, ATV, and similar motor vehicles dealership			P		P		
Newspaper stand			P	P			
Pawnshop					P		
Plumbing, electrical, air conditioning, and heating equipment sales, warehousing and repair facility					P	P	
Recreational vehicle dealership			P		P		
Restaurant-sit down	C		P	P			
Restaurant-fast food			P	P	P		
Restaurant-take out			P	P	P	P	
Retail sales establishment-community			P				
Retail sales establishment-neighborhood			P	P			

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
COMMERCIAL/SALES (continued)							
Retail sales establishment-regional			P				
Salesrooms for commercial gardens, plant nurseries, and greenhouses		C					
Tackle and bait shop			P				
SERVICE/INDUSTRIAL							
Animal grooming service			P	P	P		
Automobile storage					P		
Barber or beauty shop			P	P			
Batching plant					P		
Blacksmith shop					P		
Boat (and marine supply) storage, charter, repair, sale					P		
Broadcasting studio			P		P		
Car wash			P		P		
Car wash, industrial					P		
Car wash, self service			P		P	P	
Check cashing facility			P		P		
Commercial service facility			P	P	P	P	
Day care center			P	P	P		P
Drug store and pharmacy			P	P			
Drug store and pharmacy, with drive-thru			P				
Dry cleaning establishment			P	P	P		
Dry cleaning establishment, with drive-thru			P		P		
Dry cleaning plant					P		
Extraction & processing of raw materials from the earth and processing thereof		P			P		
Filling station and convenience store with pump stations			P		P		
Film drop-off and pick up stations			P		P		
Film processing plant			P		P		
Financial Institution, no drive-thru			P	P	P		
Financial Institution, drive-thru			P		P		
Heliport-public or private			P		P		
Hospice			P	P			

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
<i>SERVICE/INDUSTRIAL (continued)</i>							
Hospital			P				P
Hotel and motel			P				
Hotel and motel-extended stay			P				
Incinerator					P		
Industrial sales, service, and storage					P	P	
Junk or salvage yard					P		
Kennel, boarding		P	P		P	P	
Kennel, private		P			P		
Laboratory-professional, scientific			P		P	P	
Laboratory							P
Laundromat			P		P		
Lumberyard					P		
Mail order sales warehouse			P		P	P	
Manufacturing, fabrication, assembly, processing, or packing except explosives or flammable gases or liquids			P		P	P	
Meat packing facility					P		
Motorcycle, ATV, and similar motor vehicles storage					P		
Nursing home			P				
Oil change facility			P		P		
Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours			P	P	P		P
Professional and technical service facility			P	P	P	P	
Recreational vehicle storage					P		
Research laboratory & facility			P		P		P
Self-storage facility			P		P	P	
Sheet metal shop					P		
Shooting range, indoor					P		
Shooting range, outdoor					P		
Steel mill, foundry, and smelter					P		
Substance abuse facility-outpatient					P		P
Substance abuse facility-inpatient					P		P

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
<i>SERVICE/INDUSTRIAL (continued)</i>							
Sulphur, cement, or rubber reclamation plants					P		
Tattoo parlor/body piercing studio			P				
Theatre, indoor			P				
Theatre, outdoor			P				
Tow yard					P		
Transit storage yard					P		
Transit transfer station and terminals for trucks, buses, railroads, watercraft or other modes of public transportation					P		
Trucks, trailers, construction equipment, and agricultural equipment outdoor storage					P		
Trucks, trailers, construction equipment, agricultural equipment sales, rental, and leasing					P		
Vehicle repair and service facility			P		P		
Veterinary clinic		P	P	P	P		
Warehouse, general			P		P	P	
Warehouse, wholesale or storage of live animals, explosives, or flammable gases and liquids					P		
Welding shop, sheet metal, and blacksmith shop					P		
Yard for storage of contractors' equipment, materials and supplies					P		
<i>EDUCATIONAL</i>							
College/university			P				P
Kindergarten or nursery school			P				
Specialized private school			P		P		P
Vocational school			P		P		P
Vocational school with outdoor training			P		P	P	

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
ADULT USES							
Adult bookstore			P		P		
Adult entertainment business or establishment			P		P		
Adult entertainment facility			P		P		
Adult motion picture theatre			P		P		
Bathhouse			P		P		
Massage parlor			P		P		
Modeling studio			P		P		
Specific sexual activities			P		P		
UTILITIES							
Device for energy generation		P	P	P	P	C	C
Individual sewage treatment facility		P	P		P		
Public utility facility	P	P	P	P	P	P	P
Public facilities over 60 ft. in height		C	P	P	P	P	P
Public utility transmission and distribution lines and pipelines, underground and aboveground, including booster stations	C	C	C	C	C	C	C
Radio, television, and communication transmitting, receiving, or relay towers and facilities		C					
Sanitary landfill					P		
Sewage treatment facilities, other than facilities permitted as an accessory use	C						
Sewage system					P		
Solid waste, compost facility					P		
Solid waste, facility					P		
Solid waste, transfer facility					P		
Telecommunications structure		P	P	P	P	P	
Telecommunications tower or facility		P	P	P	P	C	

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 06, 2023

RE: **P.Z. 02-2023 City of Chesterfield (Unified Development Code – Article 2 & 4):** An ordinance amending Article 2 and Article 4 of the Unified Development Code to do modification in Improvements Installed or Guaranteed and Stormwater Standards.

Summary

The request is to amend the City of Chesterfield Unified Development Code Article 2 and Article 4. The Unified Development Code Article 2, Section 405.02.120 Improvements Installed or Guaranteed codifies the required guarantees of improvements associated with the subdivision process. Article 4 Section 405.04.120 includes the language for stormwater management that is managed by City of Chesterfield but is primarily the responsibility of the Metropolitan St. Louis Sewer District (MSD). An exception is the levee protected area, where the Monarch Chesterfield Levee District has assumed many of these responsibilities from MSD via a Memorandum of Understanding (MOU). The City recently updated the MOU between the City and the Levee District which reflects the role the City plays in the management of stormwater within Chesterfield Valley. The code (Article 4 stormwater) revisions are recommended to update the stormwater standards based on the recently signed MOU between the City and Monarch Chesterfield Levee District (MCLD).

A Public Hearing was held on May 08, 2023 for this petition; there were no issues raised.

The petition was reviewed by Planning Commission on May 08, 2023. Planning Commission approved this petition, with one amendment, by a vote of 8 to 0.

On May 18, 2023, the petition was brought before the Planning & Public Works Committee. The Committee approved the project as presented by vote of 4 to 0.

Attachments: Legislation

BILL NO. 3447

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.02.120.A AND SECTION 405.04.120 OF THE MUNICIPAL CODE PERTAINING TO STORMWATER GUARANTEES AND STORMWATER REQUIREMENTS.

WHEREAS, the City of Chesterfield Unified Development Code contains regulations and requirements pertaining to the development of land within the City; and,

WHEREAS, the Unified Development Code serves to promote the public health, safety, and general welfare of the citizens of the City of Chesterfield; and,

WHEREAS, the City of Chesterfield seeks to update the regulations and requirements pertaining to MSD escrow and stormwater standards; and,

WHEREAS, a Public Hearing was held before the Planning Commission on May 8, 2023; and,

WHEREAS, the Planning Commission recommends approval of the following amendments; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the Code amendments, by a vote of 4-0; and,

WHEREAS, the City Council, having considered said request, voted to approve the change to the Unified Development Code Section 405.02.120.A and Section 405.04.120.

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

Section 1. Section 405.02.120.A of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 405.02.120 **Improvements Installed Or Guaranteed.**

A. Completion Guarantee By Developer. After the improvement plans have been substantially completed and all inspection fees and review fees paid, but

before approval of the record subdivision plat, the developer shall guarantee the completion of required improvements. The developer shall either:

1. Complete the improvements in accordance with the approved improvement plans under the observation and inspection of the appropriate inspection agency; or
2. Deposit cash under an escrow agreement or post a land subdivision bond or provide the appropriate surety as set forth in this UDC to guarantee the construction, completion, and installation of the improvements shown on the approved improvement plans within the improvement completion period approved by the Director of Planning, which shall not exceed two (2) years. The land subdivision bond or escrow agreement or other required surety shall be prepared and executed on forms furnished by the Department and shall be submitted to the City Council for approval or disapproval after review and approval by the Director of Planning and the City Attorney.
3. For plats approved after the effective date of this UDC, no guarantee or deposit is required with the City for sanitary and storm sewers within the jurisdiction of MSD if MSD confirms that its requirements for assurance of completion are satisfied. This provision shall not affect the intent or enforcement of any existing guarantee, escrow or renewal, extension or replacement thereof.
4. The Director of Planning may require any specific improvement to be installed prior to approval of the record plat where failure to install such improvement prior to further development could result in damage to the site or surrounding properties.
5. Following approval of the guarantee or deposit, the Director of Planning shall administer the guarantee in accordance with RSMo 89.410 and City Code including replacement of such agreements and guarantees.
6. The City shall not permit or accept the posting of any bond issued or proposed to be issued by a surety or an affiliate of a surety which has, in the preceding ten (10) years, refused to pay upon formal demand all or part of a claim of the City on any other surety bond. Any individual, corporation or property owner aggrieved by this Section may appeal to the City Council to request the City to accept the posting of such bond. The City Council may consider whether the refusal to pay resulted in litigation, mediation or arbitration of the claim, whether the claim was wholly or

partially determined in favor of the City, whether the prior refusal to pay was settled between the City and surety or any other hardship evidence presented by the individual, corporation or property owner. In no instance shall a bond be accepted from a surety while in litigation, mediation or arbitration with the City.

7. The City shall not accept the posting of any bond issued or proposed by any surety or an affiliate who has refused to pay upon formal demand of the City or been involved in any litigation pertaining to said failure to pay within the past ten (10) years as of the effective date of this Section of the UDC.

Section 2. Section 405.04.120.A of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 405.04.120 **Stormwater Standards.**

A. General.

1. The purpose of this Section is to provide standards and regulations governing land development in order to reduce or prevent flooding and at the same time minimize damage to real property.
2. During the construction phase of development, facilities shall be provided to prevent erosion and siltation in accordance with the City's Sediment and Erosion Control Manual.
3. The City of Chesterfield hereby adopts by reference The Metropolitan St. Louis Sewer District (MSD) Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities, February 1, 2018. The City of Chesterfield, unless otherwise acted upon, shall adopt by reference any changes made by MSD to the standards effective as of February 1, 2018.
4. Ability To Waive Requirements. The Director of Public Works is empowered to grant exceptions to the stormwater standards on a case-by-case basis when specific requirements are onerous and inappropriate for a particular development.
5. In addition to the standards as promulgated by MSD, the City of Chesterfield hereby supplements those standards which will be added to and effective in the City of Chesterfield as of the new MSD standards and shall read as follows:

a. General.

- (1) Compacted granular backfill is required within trenches located in the right-of-way and adjacent areas. (This includes sidewalks that are installed on easements adjacent to the right-of-way.)
- (2) Siltation control measures are to be designed, constructed and maintained until adequate vegetation is established to prevent erosion.
- (3) The adequacy of any existing downstream storm sewer system is to be verified and upgraded, if necessary.

b. Design Criteria.

- (1) Pavement under drains are to be installed the full width of the pavement at all curb inlets.

c. Detention.

- (1) When developments are within sites served by local and regional detention facilities, the City may require an analysis of downstream effects and compliance with detention requirements at time of development for areas served by regional-type detention basins which were installed previously.

d. Stormwater in Chesterfield Valley

- (1) Stormwater in Chesterfield Valley is subject to review and approval by the City of Chesterfield for compliance with the Chesterfield Valley Master Stormwater Plan.
- (2) The Director of Public Works shall maintain a copy of the Chesterfield Valley Master Stormwater Plan in his/her office and make it available at all times hereafter.
- (3) Stormwater in Chesterfield Valley is subject to review and approval by MSD and the Monarch Chesterfield Levee District in accordance with the Intergovernmental Cooperation Agreement between MSD and MCLD.
- (4) Construction of required storm water improvements per the Chesterfield Valley Master Storm Water Plan shall occur with development and developers shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with a

development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary, to achieve positive drainage. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.

- (5) Alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan may be proposed. Functional equivalence is said to be achieved when, as determined by the Director of Public Works, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, alternate plans. If the Director of Public Works determines that a proposed alternative may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider proposals for alternate improvements, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. All costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the City's consultant, shall be reimbursed to the City.
- (6) All necessary Chesterfield Valley Storm Water Easements shall be provided to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and any and all Chesterfield Valley Master Storm Water Plan improvements shall be depicted on the Site Development Plan(s) and Improvement Plans.

- (7) Maintenance of the required storm water improvements shall be the responsibility of the property owner unless the improvement is accepted by another agency for maintenance.
- (8) 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.
- (9) As-built plans for Chesterfield Valley Master Stormwater Plan improvements shall be submitted to the City and the Monarch Chesterfield Levee District for review and approval.

e. Floodplain

- (1) All requirements of Article 5, Flood Damage Prevention are incorporated herein, as may be revised from time to time.

f. Easements

- (1) Easements for stormwater improvements shall be provided as required by MSD, MCLD, and the City of Chesterfield.

Section 3. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 4. The City Council, pursuant to the petition filed by the City of Chesterfield, in P.Z. 02-2023, requesting the amendment in Article 2 and Article 4 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 8th day of May, 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 5. 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 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: 06/05/2023

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Michael Moore

Vice-Chair:

There are no Finance and Administration Committee items scheduled for Monday's meeting.

NEXT MEETING

The next meeting of the Finance and Administration Committee has not yet been scheduled.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

There are no Public Health and Safety Committee items scheduled for Monday's meeting.

NEXT MEETING

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

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

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

Intergovernmental Agreement with Monarch Fire Protection District – An agreement with the Monarch Fire Protection District regarding their financial participation in the Chesterfield Regional Tax Increment Financing District. As you will recall, the Monarch Fire Protection District had previously indicated their intent to participate financially in the Chesterfield Regional TIF. The intergovernmental agreement has been authorized by the Fire District and provides for 25% of the incremental tax revenues attributable to the Fire District to flow into the TIF Special Allocation Fund. This is notable, as the Fire District could fully opt out, but have elected to participate to contribute to the public infrastructure improvements. It is also notable that our development agreement(s) specifically require that the revenues attributable to the Fire District be allocated to the list of RPA-3 infrastructure, which are those projects outside of the development footprint. **(Roll Call Vote) Staff recommends approval.**

Liquor License Request – Sports Facilities Food & Beverage Missouri, LLC (17925 N. Outer Road) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police and the Planning Department. There are no known outstanding municipal violations.**

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 5, 2023

RE: **Intergovernmental agreement with Monarch Fire Protection District**
– An agreement with the Monarch Fire Protection District regarding their financial participation in the Chesterfield Regional Tax Increment Financing District. Staff recommends approval.



Summary

As discussed during the creation of the Chesterfield Regional Tax Increment Financing District, fire districts are permitted to opt-out of the district. However, the Monarch Fire Protection District indicated their support for the improvements contemplated by the project and verbally stated that would consider participating in the financial plan. The attached agreement formalizes the commitment of Monarch Fire Protection District to allocate 25% of the tax revenue received by the fire district to the Special Allocation Fund for the projects specified in the redevelopment plan and project.

FIRE DISTRICT REIMBURSEMENT AGREEMENT

This Fire District Reimbursement Agreement (this “**Agreement**”) is entered into this ____ day of _____, 202__, by and between the **MONARCH FIRE PROTECTION DISTRICT** (the “**District**”) and the **CITY OF CHESTERFIELD, MISSOURI** (the “**City**”).

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. Staff and consultants of the City prepared a plan for redevelopment titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project” dated October 21, 2022, as revised and amended and on file with the City Clerk (the “**Redevelopment Plan**”), for an area including approximately 216.39 acres of real property generally bounded by Wild Horse Creek Road and S. Outer 40 Road to the north, Clarkson Road to the east, Chesterfield Parkway to the south and a riparian corridor to the west (the “**Redevelopment Area**”), which Redevelopment Area is more fully described in the Redevelopment Plan.

C. The Redevelopment Plan divides the Redevelopment Area into multiple redevelopment project areas (each, an “**RPA**”), specifically, RPA 1-A, RPA 1-B, RPA 1-C, RPA 1-D, RPA 2, and RPA 3.

D. After all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act that commenced on November 1, 2022 and was closed on November 21, 2022, at which the TIF Commission received comments from all interested persons and affected taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project (as defined and described within the Redevelopment Plan).

E. On November 21, 2022, by majority vote, the TIF Commission passed a resolution to recommend that the City Council, among other things, adopt an ordinance in the form required by the TIF Act.

F. On December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217 that, among other things, designated the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, and designating the RPAs.

G. Pursuant to the TIF Act, the tax increment financing for each RPA commences upon adoption of an ordinance adopting such tax increment financing within the applicable RPA (each an “**Activation Date**”).

H. The parties agree that the District must receive an equitable and adequate amount of tax revenue to support its mission and to provide an excellent level of service to its residents and other taxpayers.

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

1. Payment. Starting in the calendar year in which the Activation Date occurs for an RPA, the City will pay to the District, on at least a calendar-year basis continuing thereafter until termination of this Agreement for the applicable RPA, an amount equal to 75% of payments in lieu of taxes related to the District's tax levy that would otherwise be due to the District with respect to the Redevelopment Area.

2. Termination. As it relates to each individual RPA, this Agreement shall terminate with respect to each RPA 23 years following the date of the applicable Activation Date for each RPA, unless the parties mutually agree to terminate earlier or at a later date.

3. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

4. Anti-Discrimination Against Israel Act. By entering into this Agreement, the District certifies that it, and any of its 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 District 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.

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

6. Entire Agreement; Amendment. Each of the City and the District agree that this Agreement constitutes the entire agreement between the City and the District and that no other agreements or representations other than those contained in this Agreement have been made by the City and the District. The terms, conditions and provisions of this Agreement cannot be amended, modified or eliminated except by mutual agreement between the District and the City, and their respective successors and assigns in a writing signed and executed by the District and the City 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.

7. 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.

8. Electronic Storage. The District and the City agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: Mayor

**MONARCH FIRE PROTECTION
DISTRICT**

By: _____

Name: _____

Title: _____



MEMORANDUM

DATE: May 17, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – SPORTS FACILITIES FOOD & BEVERAGE MISSOURI, LLC**

SPORTS FACILITIES FOOD & BEV ... 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.
Partners with Perfect Game to manage CVAC concessions.

There are no known outstanding municipal violations at this location:
17925 N. Outer Rd

Lorene Williams is the managing officer with this new ownership.

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

With City Council approval at the Monday, June 5, 2023 city council meeting, I will immediately issue this license.

OTHER LEGISLATION

Proposed Bill No. 3446 – An ordinance provided for the approval of a boundary adjustment via deed for Lot A and Lot 11 of Brayhill Court to create a 5.45 acre tract of land zoned “R2” Residence District located southwest of Ladue Road and north of Brayhill Court (17R220443, 17R220393) **(First & Second Readings) Planning Department recommends approval.**

Proposed Bill No. 3448 - Schaeffer’s Grove, Plat 1 – Record Plat – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Schaeffer’s Grove, Plat 1 a 14.56 acre development located on the north side of Wild Horse Creek Road and across from Wildhorse Parkway Drive. **(First & Second Readings) Planning Commission recommends approval.**

Proposed Bill No. 3449 - Schaeffer’s Grove, Plat 2 – Record Plat – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Schaeffer’s Grove, Plat 2 a 12.22 acre development located on Silver Buck Lane and Lisa Ridge. **(First & Second Readings) Planning Commission recommends approval.**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: June 5, 2023
RE: Tpheris Israel Chevra Kadisha Congregation, Boundary Adjustment:

A Boundary Adjustment for 14550 Ladue Road zoned "R2" Residence District and 206 Brayhill Court zoned "R2" Residence District located southwest of Ladue Road and north of Brayhill Court (17R220443, 17R220393).

Summary

Marc Jacob of The Jacob Law Firm, LLC, on behalf of Tpheris Israel Chevra Kadisha Congregation, has submitted for review and approval a Boundary Adjustment to combine Lot 11 of Brayhill Court (.45 acres) and Lot A of Brayhill Court (5 acres) into a single 5.45-acre tract of land zoned "R2" Residence District.



Figure 1: Existing Lot A



Figure 2: Proposed Lot A

BILL NO. 3446

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT VIA DEED FOR LOT A AND LOT 11 OF BRAYHILL COURT TO CREATE A 5.45 ACRE TRACT OF LAND ZONED "R2" RESIDENCE DISTRICT LOCATED SOUTHWEST OF LADUE ROAD AND NORTH OF BRAYHILL COURT (17R220443, 17R220393).

WHEREAS, Marc Jacob of The Jacob Law Firm, LLC, on behalf of Tpheris Israel Chevra Kadisha Congregation, has submitted for review and approval a Boundary Adjustment via deed for two parcels totaling 5.45 acres zoned "R2" Residence District; and,

WHEREAS, the purpose of said Boundary Adjustment via deed is to consolidate Lot A and Lot 11 into one parcel; and,

WHEREAS, the Department of Planning has reviewed the Boundary Adjustment via deed in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Boundary Adjustment via deed to the City Council.

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

Section 1. The Boundary Adjustment via deed for Lot A and Lot 11 of Brayhill Court, which is attached hereto as "Exhibit 1", is hereby approved; the owner is directed to record the deed with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Boundary Adjustment via deed by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

FIRST READING HELD: 06/05/2023

Missouri Special Warranty Deed For Lot Consolidation

This Indenture, effective as of the ____ day of _____, 2023, by and between Tpheris Israel Chevra Kadisha Congregation, (“GRANTOR”), whose address is 14550 Ladue Road, Chesterfield, MO 63017, and Tpheris Israel Chevra Kadisha Congregation (“GRANTEE”), whose address is 14550 Ladue Road, Chesterfield, MO 63017.

Witness, that Grantor, in consideration of the sum of Ten and 00/100 U.S. Dollars (\$10.00) and other good and valuable consideration, to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, CONVEY, AND CONFIRM, unto Grantee, its successors and assigns, **FOR THE PURPOSES OF LOT CONSOLIDATION AND BOUNDARY ADJUSTMENT**, the following-described lots, tracts, or parcels of land lying, being and situated in the County of Saint Louis, State of Missouri, with a legal description of:

Parcel No. 1:

Lot 11 of BRAYHILL Court, a subdivision of St. Louis, Missouri according to the plat thereof recorded in Plat Book 198 page 53 in the St. Louis County Land Records.

Parcel No. 2:

Lot A of BRAYHILL Court, a subdivision of St. Louis, Missouri according to the plat thereof recorded in Plat Book 198 page 53 in the St. Louis County Land Records.

For informational purposes only, the property is commonly known as:

Parcel 1: 206 Brayhill Ct., Chesterfield, MO 63017, with a Parcel ID of: 17R220393.

Parcel 2: 14550 Ladue Rd., Chesterfield, MO 63017, with a Parcel ID of: 17R220443.

Subject to:

- Easements, restrictions, reservations, and other agreements and matters of record, if any;
- Taxes and assessments, general and special, not now due and payable; and
- Rights of the public in and to the parts thereof in streets, roads, or alleys.

To have and to hold, the described premises, with all the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto Grantee and unto its successors and assigns forever, and Grantor will warrant and defend the title of the premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor, excepting, however, the general taxes for the current calendar year and thereafter, and special taxes or assessments becoming a lien after the date of this Deed.

AND FURTHERMORE, that the express purpose of this deed is to adjust the boundaries of Parcel No. 1 and Parcel No. 2 to create one consolidated lot named "**Consolidated Lot A**" with the following new consolidated legal description:

See Exhibit A hereto, the licensed surveyor signed and sealed consolidated meets and bounds description of Consolidated Lot A.

EXHIBIT A

A TRACT OF LAND BEING LOT A AND LOT 11 OF BRAYHILL COURT, A SUBDIVISION IN U.S. SURVEYS 1911 AND 415 TOWNSHIP 45 NORTH, RANGE 4 EAST, AS RECORDED IN PLAT BOOK 198 PAGE 53 OF THE ST LOUIS COUNTY MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT A OF SAID BRAYHILL COURT SUBDIVISION THENCE EASTERLY ALONG THE NORTHERN LINE OF LOT A NORTH 64 DEGREES 43 MINUTES 37 SECONDS EAST 300.00 FEET TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTHERLY ALONG THE EASTERN LINE OF SAID LOT A SOUTH 49 DEGREES 23 MINUTES 53 SECONDS EAST 1024.45 FEET TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WESTERLY ALONG THE SOUTHERN LINE OF LOT A SOUTH 56 DEGREES 56 MINUTES 58 SECONDS WEST 231.60 FEET TO A POINT; THENCE NORTHERLY ALONG THE EASTERN LINES OF LOTS 9, 8, 7, 6 AND 5 OF SAID BRAYHILL SUBDIVISION NORTH 33 DEGREES 16 MINUTES 23 SECONDS WEST 635.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF LOT 5 OF BRAYHILL SUBDIVISION SOUTH 56 DEGREES 56 MINUTES 58 SECONDS WEST 64.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 11 SOUTH 01 DEGREES 39 MINUTES 30 SECONDS WEST 137.99 FEET TO A POINT ON BRAYHILL COURT 50 FEET WIDE; THENCE WESTERLY ALONG THE RIGHT OF WAY LINE OF SAID BRAYHILL COURT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 54.00 FEET, AN ARC LENGTH OF 76.55 FEET AND A CHORD BEARING OF DISTANCE SOUTH 51 DEGREES 11 MINUTES 56 SECONDS WEST 70.30 FEET TO A POINT; THENCE DEPARTING FROM SAID RIGHT OF WAY LINE OF BRAYHILL COURT NORTH 79 DEGREES 08 MINUTES 23 SECONDS WEST 173.72 FEET TO A POINT; THENCE SOUTH 56 DEGREES 56 MINUTES 58 SECONDS WEST 11.35 FEET TO THE SOUTHWEST CORNER OF LOT A; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT A NORTH 33 DEGREES 16 MINUTES 23 SECONDS WEST 388.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 235,221.00 SQUARE FEET OR 5.400 ACRES MORE OR LESS.



Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 05, 2022

RE: **Schaeffer's Grove RP1:** Record Plat 1 of the 2 Record Plats for a 26.8 acre development known as Schaeffer's Grove located on the north side of Wild Horse Creek Road and across from Wildhorse Parkway Drive.



Summary

The Sterling Company has submitted a request for two Record Plats for a 26.8 acre tract of land zoned "E-1/2AC" Estate District with a Wild Horse Creek Road Overlay District designation. The two Record Plats would establish 36 total lots within the Schaeffer's Grove development. This request is for the first of the two Record Plats that create Phase 1 of the 26.8 acre development. Record Plat 1 consists of 14.56 acres of land which include 18 lots and common grounds located on Silver Buck Lane and Schaeffer's Grove Court. The Site Development Plan for the subdivision was approved in 2022.

The submitted Record Plat is in the same lot configuration that exists in the recently approved Site Development Plan.

On May 08, 2022, the plat was brought before the Planning Commission. A motion to approve the Record Plat as presented was passed by a vote of 8-0.

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



Figure 1: Subject Site Aerial

BILL NO. 3448

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT 1 AND ESCROW AGREEMENTS FOR SCHAEFFER'S GROVE SUBDIVISION, A 14.56 ACRE TRACT OF LAND ZONED E-1/2AC ESTATE DISTRICT WITH A WILDHORSE CREEK ROAD OVERLAY DISTRICT LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND ACROSS FROM WILDHORSE PARKWAY DRIVE.

WHEREAS, Sterling Company has submitted for review and approval a Record Plat 1 for Schaeffer's Grove located on the north side of Wild Horse Creek Road and across from Wildhorse Parkway Drive; and,

WHEREAS, the purpose of said Record Plat 1 is to subdivide a 14.56 acre tract of land into 18 lots and common ground; and,

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

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

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

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

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of said Record Plat 1 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.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 06/05/2023

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT...

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, MISSOURI WATER COMPANY, SPIRE MISSOURI INC., UNION ELECTRIC COMPANY DBA AMEREN MISSOURI...

DEFESABLE EASEMENTS, AS SHOWN HEREON, ARE HEREBY ESTABLISHED FOR THE BENEFIT OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THEIR SUCCESSORS AND ASSIGNS AS THEY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING OF PUBLIC UTILITIES...

PERMANENT ROADWAY, IMPROVEMENT, MAINTENANCE, AND SIDEWALK EASEMENTS (P.R.I.M.S.E.) ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER...

THE PARKING EASEMENTS/AREAS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE SCHAEFFERS GROVE HOMEOWNERS ASSOCIATION FOR USE BY THE LOT OWNERS, GUESTS AND INVITEES FOR THEIR PRIVATE USE...

THE SIGHT DISTANCE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY...

THE LANDSCAPE BUFFERS, AS SHOWN HONEYCOMB HATCHED (---) ARE ESTABLISHED AS PROTECTED AREAS FOR NATURAL VEGETATION AND VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN THE LANDSCAPE BUFFERS...

THE SCHAEFFERS GROVE HOMEOWNERS ASSOCIATION MAY ERECT SUBDIVISION SIGNS/MONUMENTS, LANDSCAPING, AND IRRIGATION WITHIN THE COMMON GROUND/COMMON OPEN SPACE AREAS, AS SHOWN ON THIS PLAT...

THE STORMWATER MANAGEMENT RESERVE AREA AS SHOWN ON THIS PLAT IS HEREBY ESTABLISHED FOR THE REQUIRED STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICES)...

THE SCHAEFFERS GROVE HOMEOWNERS ASSOCIATION SHALL BE OBLIGATED TO MAINTAIN, REPAIR, CONSTRUCT, IMPROVE AND OPERATE THE STORMWATER MANAGEMENT RESERVE AREA SHOWN ON THIS PLAT AND THE DETENTION FACILITIES...

NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP...

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE SCHAEFFERS GROVE HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE DAY OF 2023 AS DAILY NO. IN THE ST. LOUIS COUNTY RECORDS...

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE SCHAEFFERS GROVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE DAY OF 2023 AS DAILY NO. IN THE ST. LOUIS COUNTY RECORDS...

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED. IT IS HEREBY CERTIFIED THAT THERE ARE NO DELINQUENT TAXES OUTSTANDING. IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT...

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS DAY OF 2023. SCHAEFFERS GROVE DEVELOPMENT, LLC

BY: JEREMY ROTH, AUTHORIZED AGENT STATE OF MISSOURI) COUNTY OF)

ON THIS DAY OF 2023, BEFORE ME PERSONALLY APPEARED JEREMY ROTH, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DULY AUTHORIZED AGENT OF SCHAEFFERS GROVE DEVELOPMENT, LLC...

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

MY COMMISSION EXPIRES: NOTARY PUBLIC

CITY OF CHESTERFIELD: THIS IS TO CERTIFY THAT THE RECORD PLAT OF "SCHAEFFERS GROVE PLAT ONE" 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 RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR VICKIE MCGOWAN, CITY CLERK

ON THIS DAY OF 2023, BEFORE ME APPEARED TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ASSOCIATION ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HERETH SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

STATEMENT OF STATE PLANE COORDINATE TIE: STATE PLANE COORDINATES WERE DETERMINED ON JUNE 15, 2021 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MOOF AND A PID OF DM4688 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) 2011 COORDINATE VALUES OF NORTH (Y) = 324131.153 METERS AND EAST (X) = 232983.488 METERS.

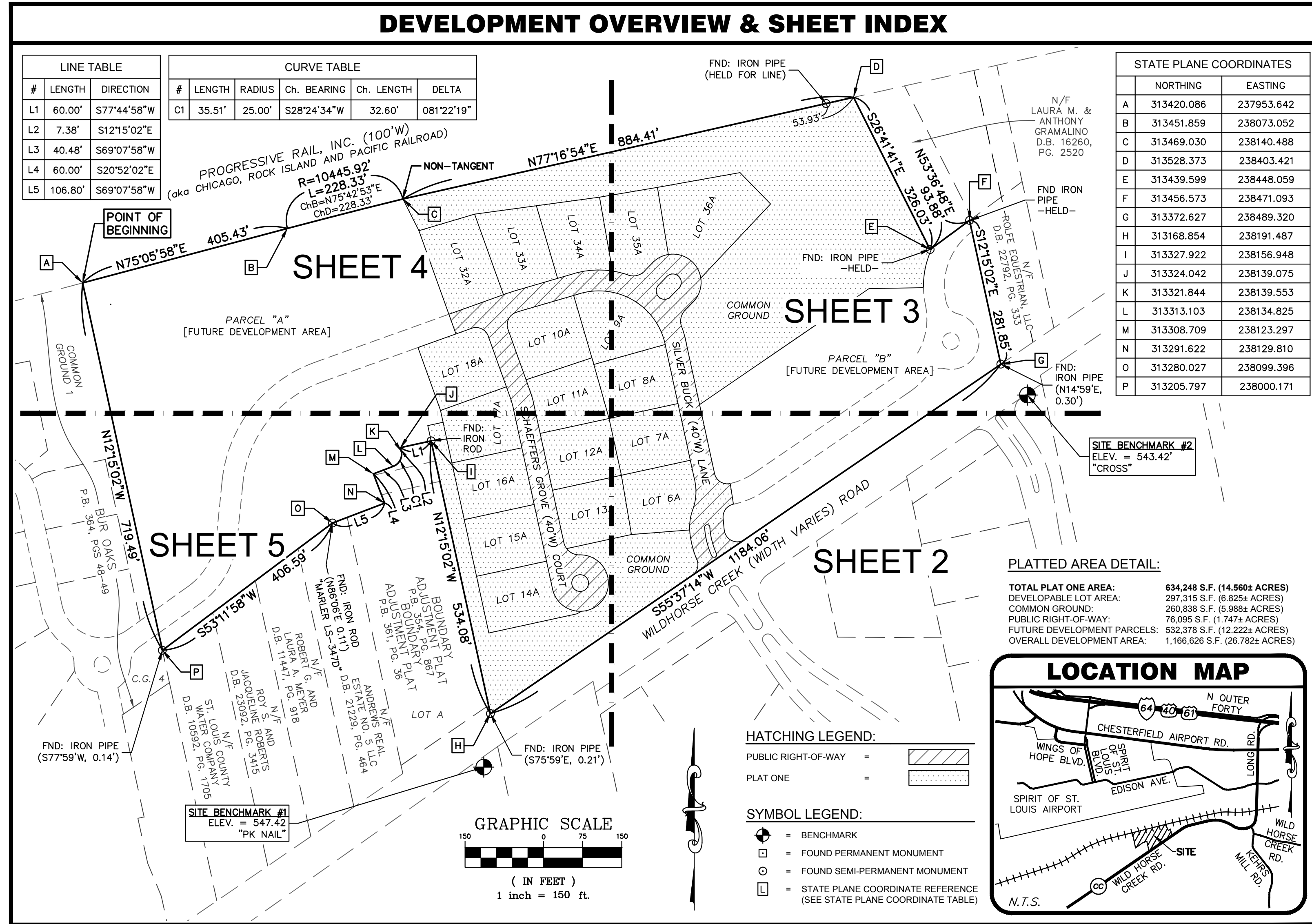
COMBINED GRID FACTOR = 0.999914072 (1 METER = 3.2808333 FEET)

THE STERLING CO. ENGINEERS & SURVEYORS 5055 New Baumgartner Road St. Louis, Missouri 63129 Ph. 314-487-0440 Fax 314-487-8944 www.sterling-eng-sur.com

DRAWN BY: GFS MS DP# - 22MSD-00355 CHECKED BY: JAH DATE: APR. 5, 2023 JOB NO.: 17-05-107 SCHAEFFERS GROVE PLAT ONE

SCHAEFFER'S GROVE PLAT ONE

A TRACT OF LAND BEING PART OF LOTS 2, 3, 4, 5, 6, AND 7 OF "MARY SCHAEFFER ESTATE SUBDIVISION" (P.B. 17, PG. 4), LOCATED IN U.S. SURVEYS 122 AND 150, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI ZONED "E-1/2AC" ESTATE DISTRICT WITH A WILD HORSE CREEK ROAD OVERLAY DISTRICT ACCORDING TO CITY OF CHESTERFIELD ORDINANCE NO. 3187



LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST: WHEREAS, BY A DEED OF TRUST DATED 20 AND RECORDED IN DOCUMENT NO. OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE IN VERY DETAIL THIS PLAT AND DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON OPEN SPACE, AND ALL STREETS, PUBLIC OR PRIVATE SHOWN ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS DAY OF 2023.

LENDER: BY: PRINT NAME AND TITLE STATE OF MISSOURI) COUNTY OF)

ON THIS DAY OF 2023, BEFORE ME APPEARED TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ASSOCIATION ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HERETH SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

STATEMENT OF STATE PLANE COORDINATE TIE: STATE PLANE COORDINATES WERE DETERMINED ON JUNE 15, 2021 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MOOF AND A PID OF DM4688 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) 2011 COORDINATE VALUES OF NORTH (Y) = 324131.153 METERS AND EAST (X) = 232983.488 METERS.

COMBINED GRID FACTOR = 0.999914072 (1 METER = 3.2808333 FEET)

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT): FIVE PARCELS OF LAND BEING PART OF LOTS 2, 3, 4, 5, 6, AND 7 OF "MARY SCHAEFFER ESTATE SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 4 OF THE ST. LOUIS COUNTY RECORDS...

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BUR OAKS SUBDIVISION, AS RECORDED IN PLAT BOOK 364, PAGES 48 AND 49 OF THE ABOVEMENTIONED ST. LOUIS COUNTY RECORDS AND THE SOUTH RIGHT-OF-WAY LINE OF PROGRESSIVE RAIL, INC. (AKA CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD)...

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS DAY OF 2023.

LENDER: BY: PRINT NAME AND TITLE STATE OF MISSOURI) COUNTY OF)

ON THIS DAY OF 2023, BEFORE ME APPEARED TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ASSOCIATION ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HERETH SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

STATEMENT OF STATE PLANE COORDINATE TIE: STATE PLANE COORDINATES WERE DETERMINED ON JUNE 15, 2021 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MOOF AND A PID OF DM4688 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) 2011 COORDINATE VALUES OF NORTH (Y) = 324131.153 METERS AND EAST (X) = 232983.488 METERS.

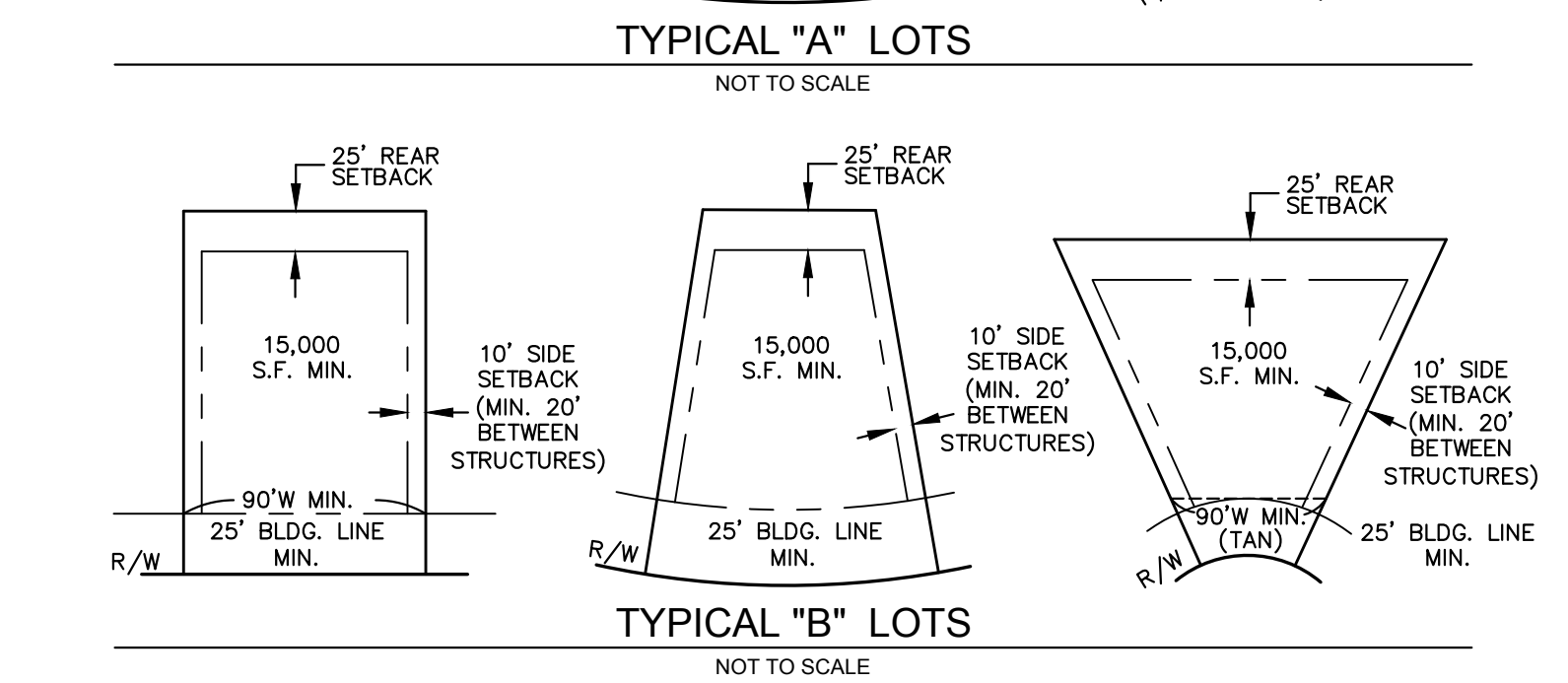
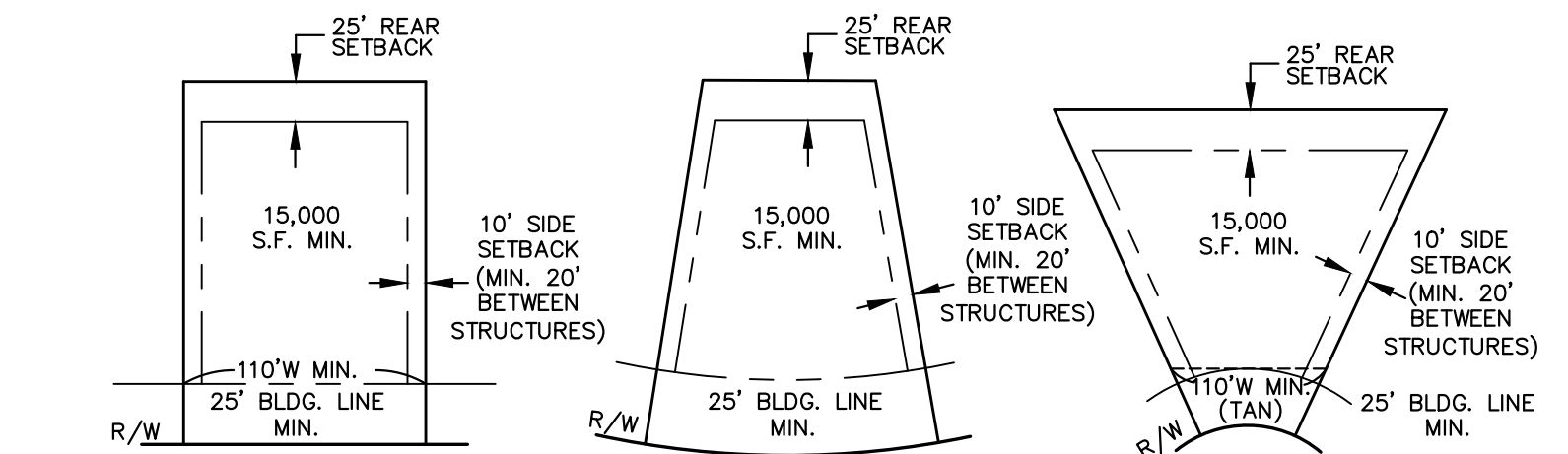
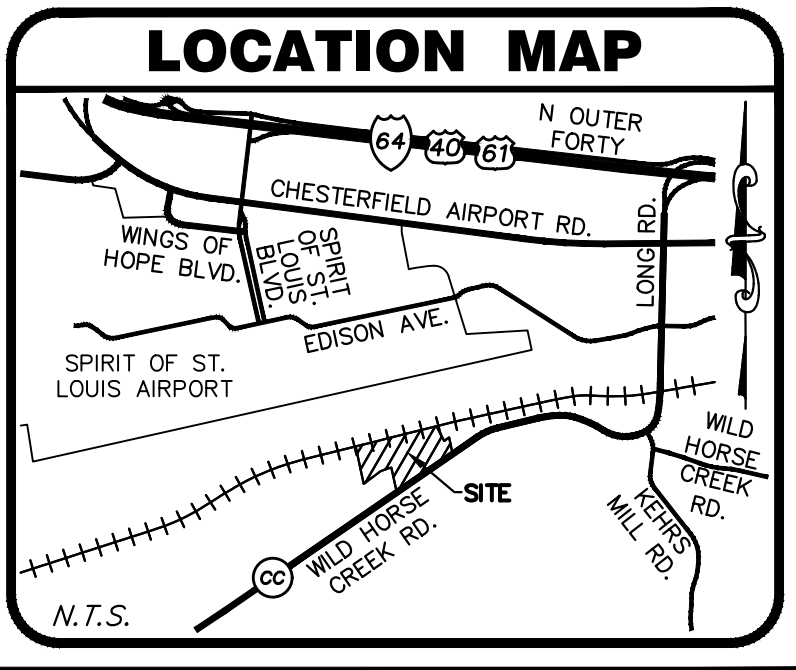
COMBINED GRID FACTOR = 0.999914072 (1 METER = 3.2808333 FEET)

SURVEYOR'S NOTES

- 1. THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS PURSUANT TO SECTION 327.1 (R.S.MO.) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PLAT APPEARS.

- ITEM 1-2: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR. ITEM 3: EASEMENT GRANTED TO UNION ELECTRIC CO. RECORDED IN BOOK 2109 PAGE 294 OF THE ST. LOUIS COUNTY RECORDS, RELEASED BY INSTRUMENT RECORDED IN DOCUMENT NO. 202304001773 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND NO LONGER AFFECTS THE SUBJECT TRACT.

NOTE: THE TEMPORARY EXCEPTION EASEMENTS GRANTED BY DOCUMENT NO. 2022091600315 AND DOCUMENT NO. 2022091600316 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS WERE NOT LISTED IN THE ABOVEMENTIONED OWNER'S POLICY OF TITLE INSURANCE AND AFFECT THE SUBJECT TRACT AS SHOWN HEREON. SAID EASEMENTS DO NOT AFFECT ANY LOTS CREATED BY THIS PLAT. BOTH EASEMENTS SHALL AUTOMATICALLY TERMINATE, EXPIRE AND BECOME NULL AND VOID WHEN A NEW PUBLIC ROAD IS CONSTRUCTED PROVIDING DIRECT PUBLIC ACCESS TO WILD HORSE CREEK ROAD, AND WHEN SAID ROAD IS DULY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI.



SURVEYOR'S CERTIFICATION

ORDER NUMBER: 17-05-107 THE STERLING COMPANY 5055 NEW BAUMGARTNER ROAD ST. LOUIS, MISSOURI 63129 PHONE: (314) 487-0440

PREPARED FOR:

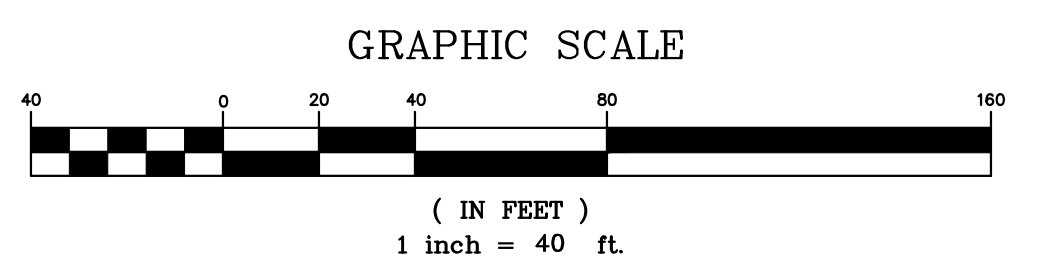
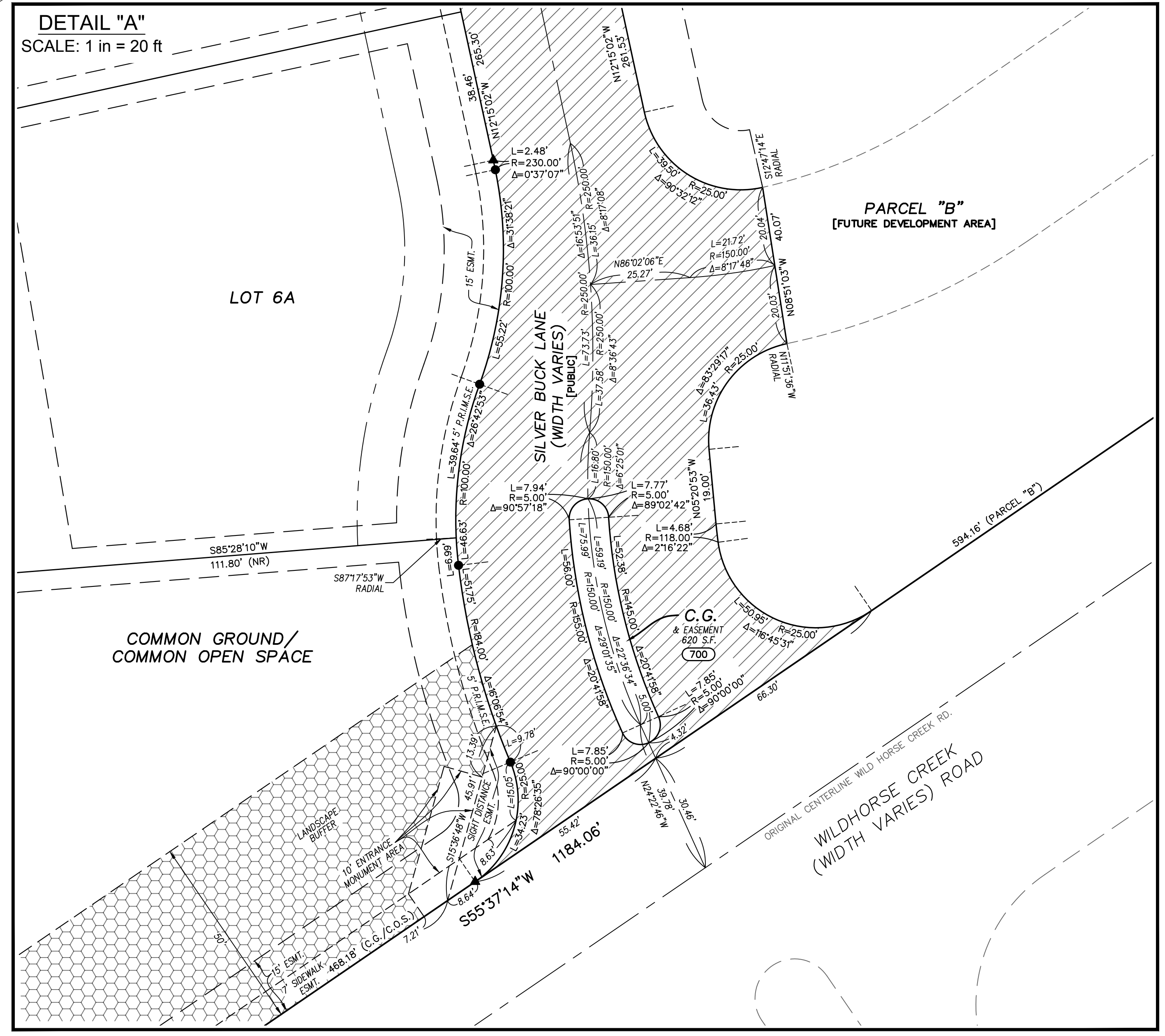
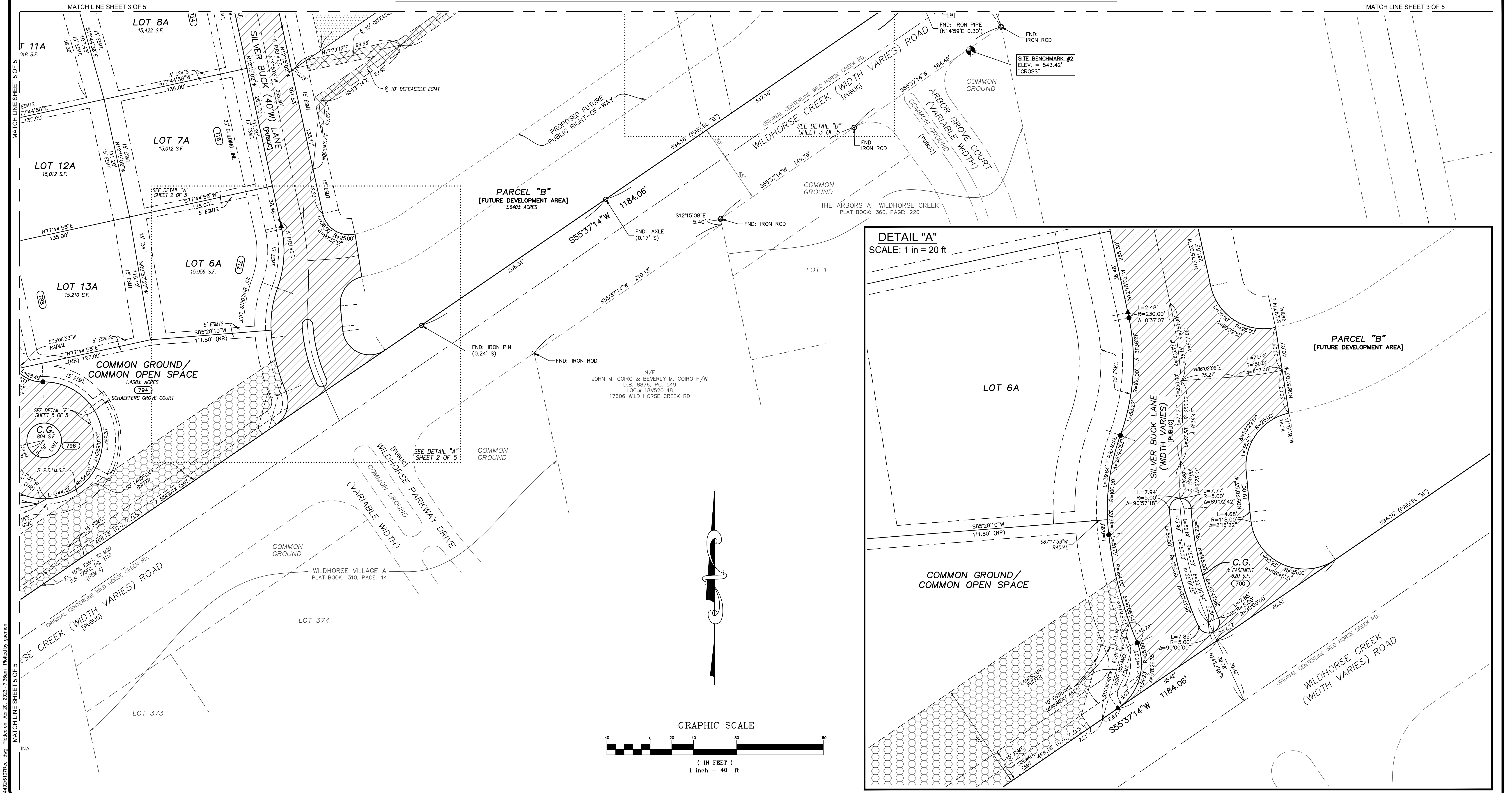
SCHAEFFERS GROVE DEVELOPMENT, LLC & MCBRIDE SCHAEFFERS GROVE, LLC 5091 NEW BAUMGARTNER ROAD ST. LOUIS, MISSOURI 63129 PH: (314) 487-5617

THIS IS TO CERTIFY TO SCHAEFFERS GROVE DEVELOPMENT, LLC AND MCBRIDE SCHAEFFERS GROVE, LLC THAT WE HAVE, DURING THE MONTH OF JUNE, 2021, PERFORMED BOUNDARY SURVEY OF A TRACT OF LAND BEING PART OF LOTS 2, 3, 4, 5, 6, AND 7 OF "MARY SCHAEFFER ESTATE SUBDIVISION", RECORDED IN PLAT BOOK 17 PAGE 4 OF U.S. SURVEYS 122 AND 150, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI; AND BASED UPON SAID SURVEY HAVE SUBDIVIDED SAID TRACT OF LAND IN THE MANNER SHOWN HEREON. THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS OR EXCEEDS THE "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS AN "URBAN" CLASS SURVEY IN EFFECT AT THE DATE OF THIS PLAT.

THE STERLING COMPANY MO. REG. 307-D

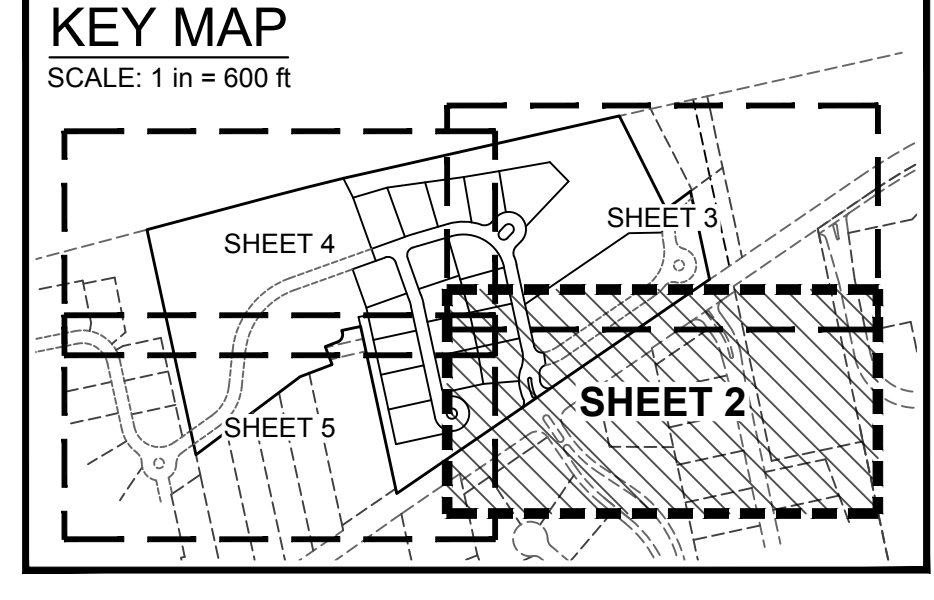
JAMEY A. HENSON, P.L.S., VICE PRESIDENT DATE MO. REG. L.S. #200717963

SCHAEFFER'S GROVE PLAT ONE



THE STERLING CO.
ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - 22MSD-00355
CHECKED BY:	JAH	DATE: APR. 5, 2023
JOB NO.:	17-05-107	SCHAEFFER'S GROVE PLAT ONE



STATE PLANE COORDINATES		STATE PLANE COORDINATES			
	NORTHING	EASTING			
A	313420.086	237953.642	K	313321.844	238139.553
B	313451.859	238073.052	L	313313.103	238134.825
C	313469.030	238140.488	M	313308.709	238123.297
D	313528.373	238403.421	N	313291.622	238129.810
E	313439.599	238448.059	O	313280.027	238099.396
F	313456.573	238471.093	P	313205.797	238000.171
G	313372.627	238489.320			
H	313168.854	238191.487			
I	313327.922	238156.948			
J	313324.042	238139.075			

- ABBREVIATION LEGEND:**
- BK. = BOOK
 - BLDG. = BUILDING
 - C.G. = COMMON GROUND
 - CHB = CHORD BEARING
 - CHD = CHORD DISTANCE
 - C.O.S. = COMMON OPEN SPACE
 - D.B. = DEED BOOK
 - ESMT. = EASEMENT
 - FND. = FOUND
 - NIF = NOW OR FORMERLY
 - (NR) = NON-RADIAL
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.V.M.T. = PAVEMENT
 - (R) = RECORD
 - R.O.W. = RIGHT-OF-WAY
 - RET. = RETAINING
 - (S) = SURVEYED
 - S.F. = SQUARE FEET
 - W = WIDTH

- SYMBOL LEGEND:**
- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" I ROD W/ ALUMINUM CAP).
 - = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" I ROD W/ PLASTIC CAP OR CUT CROSS).
 - = FOUND PERMANENT MONUMENT
 - ⊕ = FOUND SEMI-PERMANENT MONUMENT
 - ⊙ = FOUND CROSS
 - ⊕ = FOUND ANCHOR
 - ⊙ = BENCHMARK
 - ⊕ = ADDRESS
 - = STATE PLANE COORDINATE REFERENCE

- HATCHING LEGEND:**
- ▨ = PUBLIC RIGHT-OF-WAY
 - ▨ = STORMWATER MANAGEMENT RESERVE AREA
 - ▨ = DEFEASIBLE EASEMENT
 - ▨ = LANDSCAPE BUFFER

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 5 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 307-D

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
 MO. REG. L.S. #2007017963

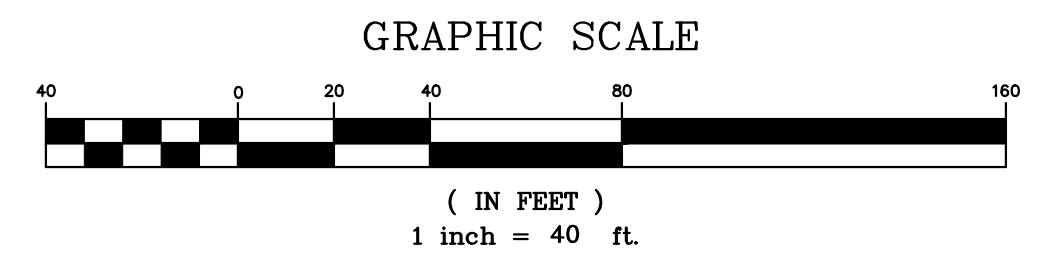
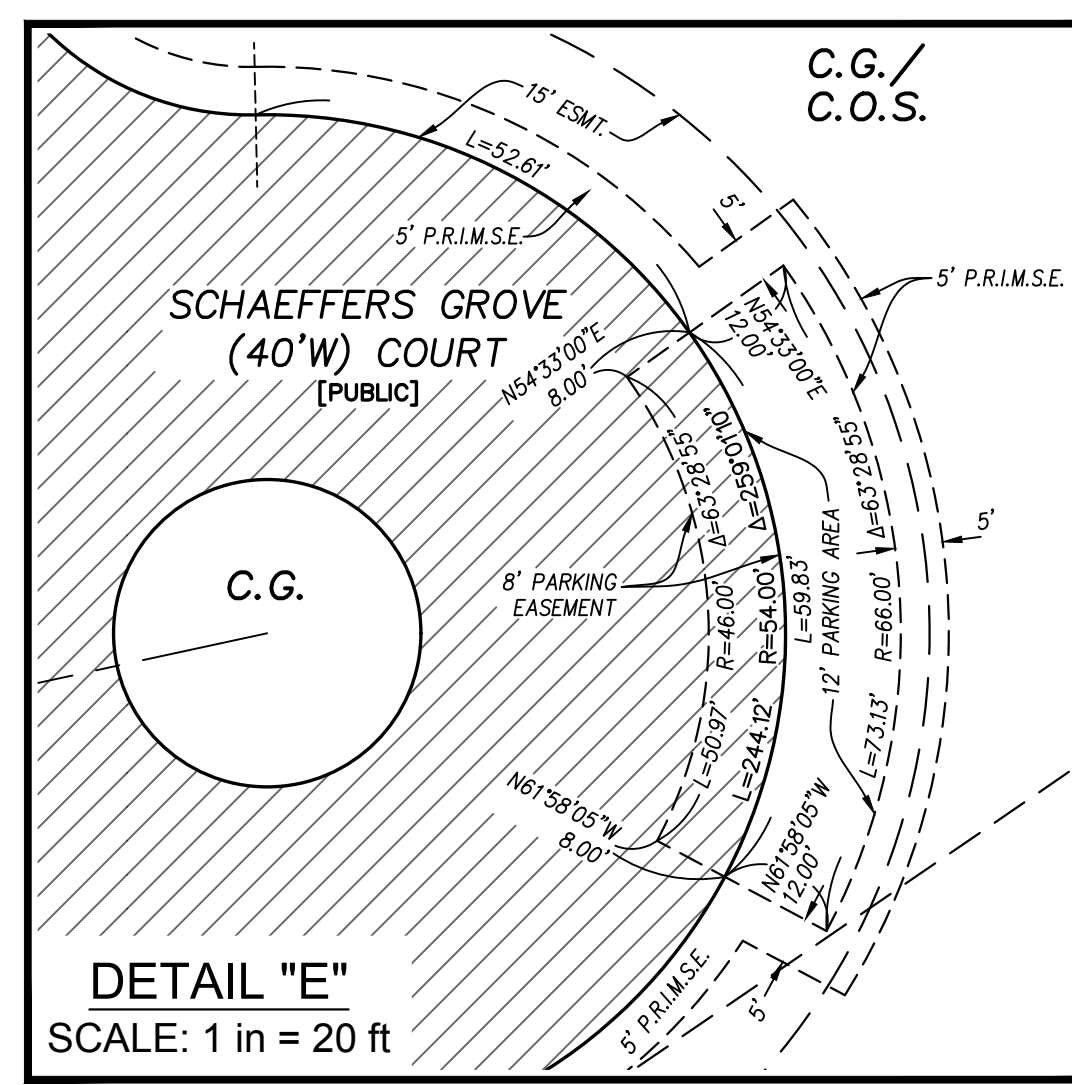
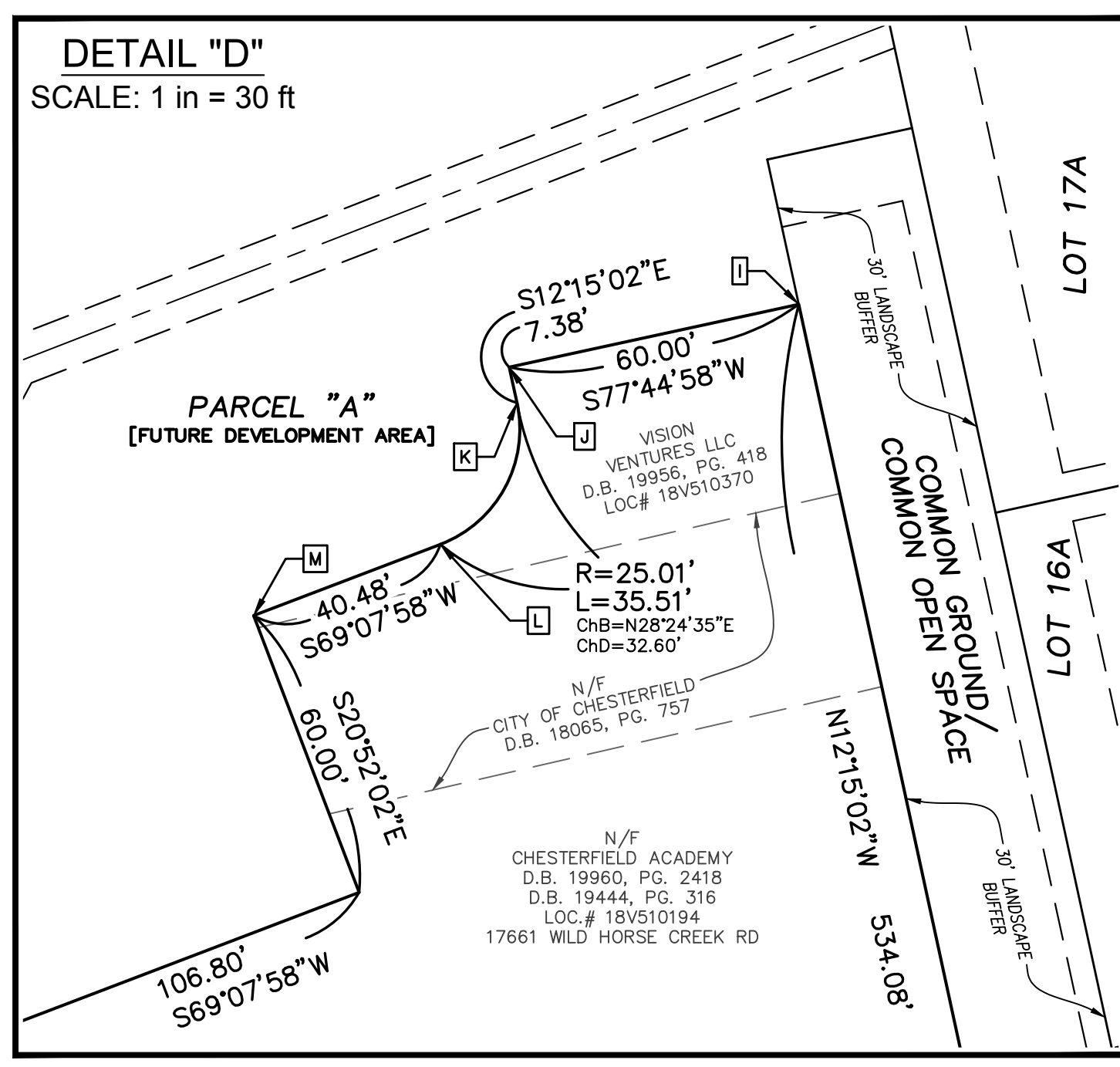
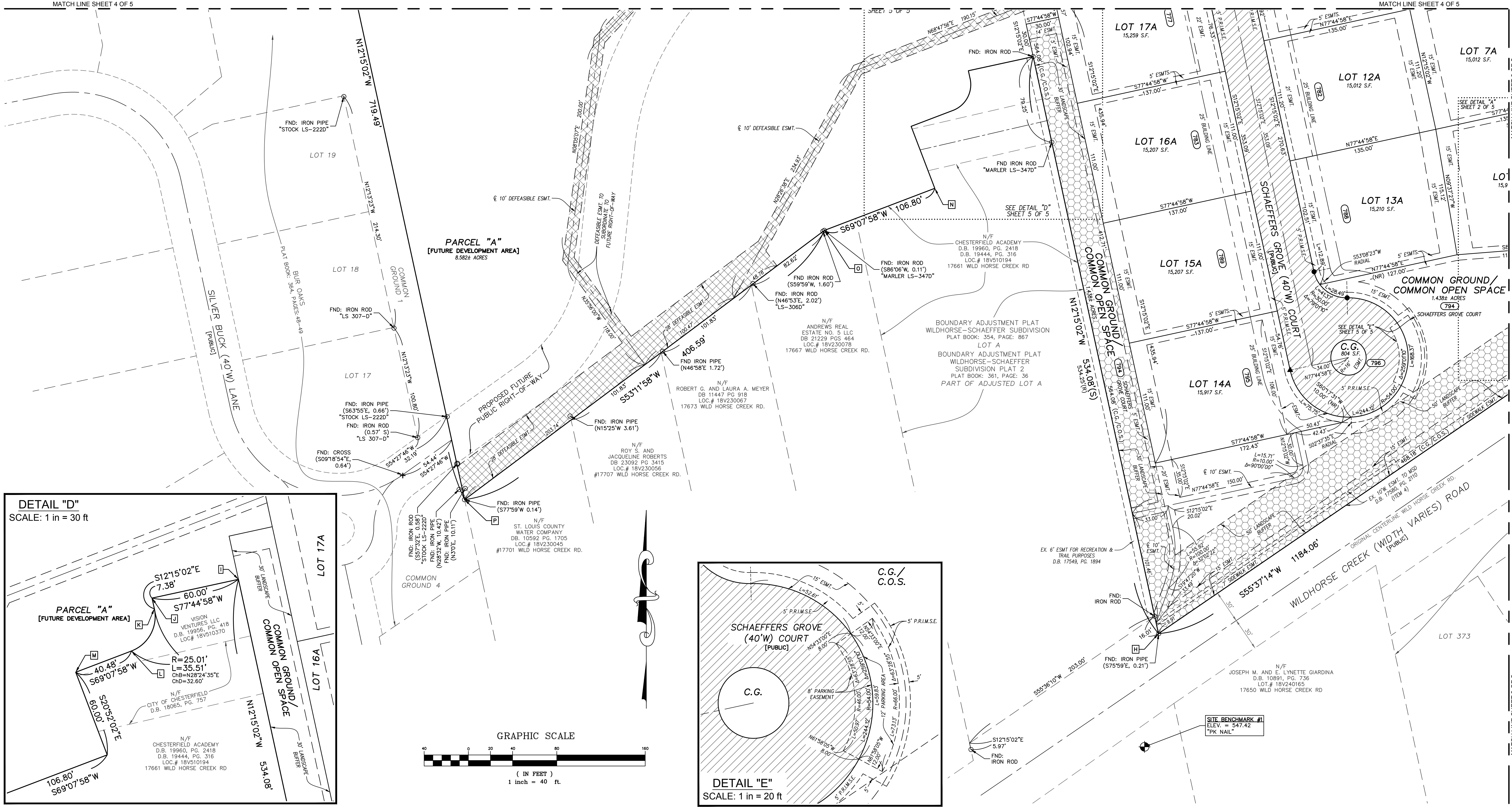
SHEET 2 OF 5

Drawing name: C:\Users\jgmon\AppData\Local\Temp\Asp-Publish_44925107\Fnc1.dwg Plotted on: Apr 20, 2023 - 7:38am Plotted by: gmonon MATCH LINE SHEET 5 OF 5

SCHAEFFER'S GROVE PLAT ONE

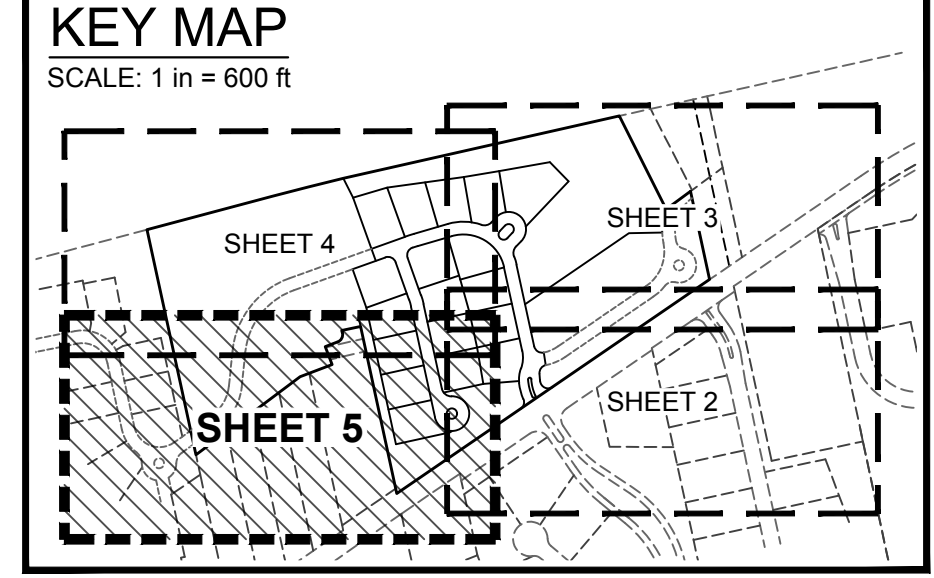
MATCH LINE SHEET 4 OF 5

MATCH LINE SHEET 4 OF 5



THE STERLING CO.
ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-survey.com

DRAWN BY:	GFS	MSD P# - 22MSD-00355
CHECKED BY:	JAH	DATE: APR. 5, 2023
JOB NO.:	17-05-107	SCHAEFFER'S GROVE PLAT ONE



STATE PLANE COORDINATES		STATE PLANE COORDINATES			
NORTHING	EASTING	NORTHING	EASTING		
A	313420.086	237953.642	K	313321.844	238139.553
B	313451.859	238073.052	L	313313.103	238134.825
C	313469.030	238140.488	M	313308.709	238123.297
D	313528.373	238403.421	N	313291.622	238129.810
E	313439.599	238448.059	O	313280.027	238099.396
F	313456.573	238471.093	P	313205.797	238000.171
G	313372.627	238489.320			
H	313168.854	238191.487			
I	313327.922	238156.948			
J	313324.042	238139.075			

- ABBREVIATION LEGEND:**
- BK. = BOOK
 - BLDG. = BUILDING
 - C.G. = COMMON GROUND
 - CHB = CHORD BEARING
 - CHD = CHORD DISTANCE
 - C.O.S. = COMMON OPEN SPACE
 - D.B. = DEED BOOK
 - ESMT. = EASEMENT
 - FND. = FOUND
 - N/F = NOW OR FORMERLY
 - (NR) = NON-RADIAL
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.V.M.T. = PAVEMENT
 - (R) = RECORD
 - R.O.W. = RIGHT-OF-WAY
 - RET. = RETAINING
 - (S) = SURVEYED
 - S.F. = SQUARE FEET
 - W. = WIDTH
- SYMBOL LEGEND:**
- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" I ROD W/ ALUMINUM CAP).
 - = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" I ROD W/ PLASTIC CAP OR CUT CROSS).
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - ⊕ = FOUND CROSS
 - ⊙ = FOUND ANCHOR
 - ⊙ = BENCHMARK
 - 523 = ADDRESS
 - = STATE PLANE COORDINATE REFERENCE

- HATCHING LEGEND:**
- ▨ = PUBLIC RIGHT-OF-WAY
 - ▨ = STORMWATER MANAGEMENT RESERVE AREA
 - ▨ = DEFEASIBLE EASEMENT
 - ▨ = LANDSCAPE BUFFER

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 5 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 307-D

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
 MO. REG. L.S. #2007017963

SHEET 5 OF 5

Drawing name: C:\Users\jgmon\AppData\Local\Temp\448265107\Fac1.dwg - Plotted on: Apr 20, 2023, 7:38am - Plotted by: gmonon

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: SCHAEFFER'S GROVE
 PLAT: 1
 SUBDIVISION CODE: 335
 NO. LOTS: 18
 DATE OF PLAT APPROVAL:

DEVELOPER: ELITE DEVELOPMENT SERVICES

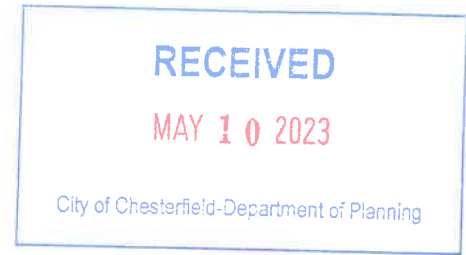
CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$294,288.93	\$0.00 \$0.00	0	\$294,288.93	100
SIDEWALKS			\$34,575.15	\$0.00 \$0.00	0	\$34,575.15	100
EMERGENCY ACCESS			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
STREET SIGNS			\$808.14	\$0.00 \$0.00	0	\$808.14	100
STREET TREES			\$2,155.01	\$0.00 \$0.00	0	\$2,155.01	100
SANITARY SEWER AND PUMP STATIONS			\$67,746.89	\$0.00 \$0.00	0	\$67,746.89	100
STORM SEWER			\$146,292.16	\$0.00 \$0.00	0	\$146,292.16	100
GRADING			\$57,552.00	\$0.00 \$0.00	0	\$57,552.00	100
DETENTION			\$38,284.89	\$0.00 \$0.00	0	\$38,284.89	100
WATER QUALITY			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
EROSION CONTROL			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
SILTATION CONTROL			\$48,237.68	\$0.00 \$0.00	0	\$48,237.68	100
COMMON GROUND SEED AND ISLAND SODDING			\$14,894.95	\$0.00 \$0.00	0	\$14,894.95	100
MONUMENTATION			\$7,704.28	\$0.00 \$0.00	0	\$7,704.28	100
STREET LIGHTS			\$5,531.26	\$0.00 \$0.00	0	\$5,531.26	100
WATER MAINS			\$207,951.43	\$0.00 \$0.00	0	\$207,951.43	100
MISC. REQ. IMPROVMENTS			\$73,798.40	\$0.00 \$0.00	0	\$73,798.40	100
TOTALS			\$999,821.17	\$0.00	0	\$999,821.17	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-2604
FAX: (816) 234-1871

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017



DATE: 05/09/2023

Standby L/C No.: SLC00006190

Currency/Amount:	USD 999,821.17
Applicant:	Schaeffer's Grove Development LLC
Issue Date:	05/09/2023
Expiry Date:	05/09/2025
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

All parties to this Letter of Credit are advised that the U.S. Government has in place sanctions against certain countries, related entities and individuals. Commerce Bank including its branches are prohibited from engaging in transactions within the scope of such sanctions. Notwithstanding the above, any presentation that contains violations of US Regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prohibit us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders is not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,

(Authorized Signature)

(Authorized Signature)



COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: May 9, 2023

IRREVOCABLE LETTER OF CREDIT NO. SLC00006190

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Schaeffer's Grove Development LLC, 5091 Baumgartner Rd., St. Louis, MO 63129 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$999,821.17 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

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

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

as detailed on the accompanying agreements for Schaeffer's Grove Plat 1 (subdivision/development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

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

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

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

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 8000 Forsyth, 1st Floor, Clayton, MO 63105 Attention: LC Payment Request (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St Louis, Missouri time) on a Business Day, (as defined below). As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on May 9, 2025 except that unless such date may be extended as hereinafter provided, this Letter of Credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City Of Chesterfield, Account #129300337 or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than May 9, 2028.

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

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

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00006190.

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

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

Very truly yours,



Authorized Signature



Authorized Signature

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

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

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

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to (INSERT BANK Account # _____) Attention: Director of Finance.

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

City of Chesterfield, Missouri

By: _____
Director of Planning

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

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

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

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

(INSERT BANK Account # _____), Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this
_____ day of _____, _____.

City of Chesterfield, Missouri

By _____
Director of Planning

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

RE: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

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

Very Truly Yours,
Commerce Bank

By: _____
Authorized Officer

cc: Schaeffer's Grove Development, LLC
5091 Baumgartner Rd
St. Louis, MO 63129

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield, Missouri

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: _____

To Whom It May Concern:

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

CITY OF CHESTERFIELD, MISSOURI

By _____
Director of Planning

Cc: Schaeffer's Grove Development, LLC
5091 Baumgartner Rd.
St. Louis, MO 63129

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: LETTER OF CREDIT NUMBER: _____
IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield, Missouri hereby authorizes the final reduction of the Letter of Credit established for _____. The Letter of Credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *

By: _____
Director of Planning

Enclosures: Letter of Credit

Cc: Schaeffer's Grove Development, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By _____
Director of Planning

Enclosures: Letter of Credit, if applicable

cc: Schaeffer's Grove Development, LC
5091 Baumgartner Rd
Saint Louis, MO 63129

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____
in favor of City of Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[insert Lender's name]

By: _____

Name: _____

Title: _____

RECEIVED

MAY 11 2023

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Schaeffer's Grove Development, LLC _____, herein called DEVELOPER, Commerce Bank _____, herein called ESCROW HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as Schaeffer's Grove Plat One _____ in accordance with Ordinance No. 3187, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of construction, installation and completion of said improvements, all in accordance with the provisions of said governing ordinance and Subdivision Regulations, as amended, will be in the sum of Nine hundred ninety-nine thousand eight hundred twenty-one _____ DOLLARS (\$999,821.17), lawful money of the United States of America; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 10 day of May, 2023.

ATTEST: (SEAL)

DEVELOPER: Schaeffer's Grove Development, LLC

[Signature]
Type Name: Jeff Cost
Title: Authorized Agent

BY: [Signature]
Type Name:
Title: Authorized agent

Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)

ESCROW HOLDER: Commerce Bank

[Signature]
Type Name: Dorbie Weber
Title: Loan Coordinator

BY: [Signature]
Type Name: Jeff Haynes
Title: Vice President

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: SCHAEFFER'S GROVE
PLAT: 1
SUB CODE: 335
DEVELOPER: ELITE DEVELOPMENT SERVICES

NOTE: Deposit is adjusted to account for 10% of
entire sewer costs, and 0% of LOMR/Elev. Cert's, if
any)

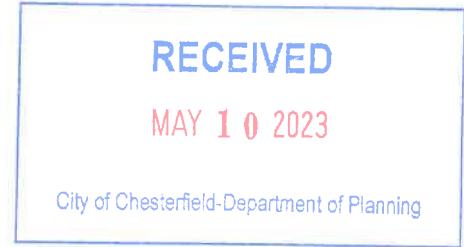
CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$29,428.89			\$29,428.89
SIDEWALKS	\$3,457.51			\$3,457.51
EMERGENCY ACCESS	\$0.00			\$0.00
STREET SIGNS	\$80.81			\$80.81
STREET TREES	\$215.50			\$215.50
SAN. SEWER	\$6,774.69			\$6,774.69
STORM SEWER	\$14,629.22			\$14,629.22
VALLEY STORMWATER CHAI	\$0.00			\$0.00
GRADING	\$5,755.20			\$5,755.20
DETENTION	\$3,828.49			\$3,828.49
WATER QUALITY	\$0.00			\$0.00
EROSION CONTROL	\$0.00			\$0.00
SILTATION CONTROL	\$4,823.77			\$4,823.77
COMMON GR. SEED	\$1,489.49			\$1,489.49
MONUMENTATION	\$770.43			\$770.43
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$553.13			\$553.13
WATER MAINS	\$20,795.14			\$20,795.14
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$7,379.84			\$7,379.84
TOTALS	\$99,982.12		\$0.00	\$99,982.12



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-2604
FAX: (816) 234-1871

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017



DATE: 05/09/2023

Standby L/C No.: SLC00006191

Currency/Amount:	USD 99,982.12
Applicant:	Schaeffer's Grove Development LLC
Issue Date:	05/09/2023
Expiry Date:	05/09/2025
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

All parties to this Letter of Credit are advised that the U.S. Government has in place sanctions against certain countries, related entities and individuals. Commerce Bank including its branches are prohibited from engaging in transactions within the scope of such sanctions. Notwithstanding the above, any presentation that contains violations of US Regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prohibit us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders is not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,

(Authorized Signature)

(Authorized Signature)

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 8000 Forsyth, 1st Floor, Clayton, MO 63105 Attention: LC Payment Request (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St Louis, Missouri time) on a Business Day, (as defined below). As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on May 9, 2025 except that unless such date may be extended as hereinafter provided, this Letter of Credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City Of Chesterfield, Account #129300337 or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than May 9, 2029.

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

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

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00006191.

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

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

Very truly yours,



Authorized Signature



Authorized Signature

RECEIVED

MAY 11 2023

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT of Planning

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Schaeffer's Grove Development, LLC _____, herein called DEVELOPER, Commerce Bank _____, herein called CREDIT HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as Schaeffer's Grove Plat One _____ in accordance with Ordinance No. 3187, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of maintenance of the required improvements, based on the cost of construction of said improvements, all in accordance with the provisions of said subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum of Ninety-nine thousand nine hundred eighty-two DOLLARS (\$ 99,982.12), lawful money of the United States of America; and

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

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Ninety-nine thousand nine hundred eighty-two

DOLLARS (\$ 99,982.12), lawful money of the United States of America by:

(check one)

Depositing cash with the City.

Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER. (SLC 0000 6191)

Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Schaeffer's Grove Plat One

_____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

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

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

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

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

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20__ A.D.

Schaeffer's Grove Development, LLC

ATTEST: (SEAL)

DEVELOPER: _____

[Signature]
Type Name: Jeff East
Title: Authorized Agent

BY: [Signature]
Type Name: _____
Title: Authorized agent

Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

Commerce Bank

ATTEST: (SEAL)

CREDIT HOLDER: _____

[Signature]
Name: Debbie Weber
Title: Loan Coordinator

BY: [Signature]
Name: Jeff Haynes
Title: Vice President

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

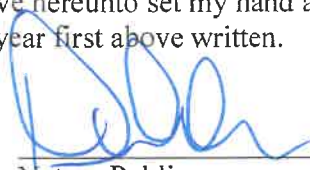
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

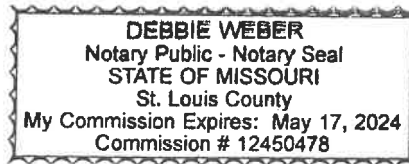
On this 10 day of May, 2023, before me appeared Jeff Haynes, to me personally known, who, being by me duly sworn, did say that he/she is the VP (title) of Commerce Bank (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said VP (title) acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.24



Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 05, 2022

RE: **Schaeffer's Grove RP 2:** Record Plat 2 of the 2 Record Plats for a 26.8 acre development known as Schaeffer's Grove located on the north side of Wild Horse Creek Road and across from Wildhorse Parkway Drive.



Summary

The Sterling Company has submitted a request for two Record Plats for a 26.8 acre tract of land zoned "E-1/2AC" Estate District with a Wild Horse Creek Road Overlay District designation. The two Record Plats would establish 36 total lots within the Schaeffer's Grove development. This request is for the second of the two Record Plats that creates Phase 2 of the 26.8 acre development. Record Plat 2 consists of 12.22 acres of land which include 18 lots and common grounds located on Silver Buck Lane and Lisa Ridge. The Site Development Plan for the subdivision was approved in 2022.

The submitted Record Plat is in the same lot configuration that exists in the recently approved Site Development Plan.

On May 08, 2022, the plat was brought before the Planning Commission. A motion to approve the Record Plat as presented was passed by a vote of 8-0.

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



Figure 1: Subject Site Aerial

BILL NO. 3449

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT 2 AND ESCROW AGREEMENTS FOR SCHAEFFER'S GROVE SUBDIVISION, A 12.22 ACRE TRACT OF LAND ZONED E-1/2AC ESTATE DISTRICT WITH A WILDHORSE CREEK ROAD OVERLAY DISTRICT LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND ACROSS FROM WILDHORSE PARKWAY DRIVE.

WHEREAS, Sterling Company has submitted for review and approval a Record Plat 2 for Schaeffer's Grove located on the north side of Wild Horse Creek Road and across from Wildhorse Parkway Drive; and,

WHEREAS, the purpose of said Record Plat 2 is to subdivide a 12.22 acre tract of land into 18 lots and common ground; and,

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

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

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

Section 1. The Record Plat and escrow agreements for Schaeffer's Grove, Plat 2, which is made part hereof and attached hereto as "Exhibit 1" is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of said Record Plat 1 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.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 06/05/2023

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT...

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, MISSOURI WATER COMPANY, SPIRE MISSOURI, INC., UNION ELECTRIC COMPANY DB/A AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., DB/A AT MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, AND THE RELEVANT CABLE TELEVISION COMPANY...

PERMANENT ROADWAY, IMPROVEMENT, MAINTENANCE, AND SIDEWALK EASEMENTS (P.R.I.M.S.E.) ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER. PUBLIC SIDEWALKS LOCATED WITHIN THE PERMANENT ROADWAY, IMPROVEMENT, MAINTENANCE, AND SIDEWALK EASEMENTS SHALL BE MAINTAINED BY THE CITY OF CHESTERFIELD, MISSOURI.

THE SIDEWALK EASEMENT ADJACENT TO WILD HORSE CREEK ROAD IS HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER. SIDEWALKS LOCATED WITHIN THE SIDEWALK EASEMENTS SHALL BE MAINTAINED BY THE SCHAEFFER'S GROVE HOMEOWNERS' ASSOCIATION.

THE ACCESS EASEMENTS AS SHOWN CROSS-HATCHED (X X X X X X) ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI FOR INGRESS AND EGRESS PURPOSES. MAINTENANCE OF ANY PAVEMENT LOCATED WITHIN SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THE CITY OF CHESTERFIELD, MISSOURI.

THE SIGHT DISTANCE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY. PART OF SAID EASEMENTS SHALL BE BUILT ON IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENTS BE CHANGED...

THE LANDSCAPE BUFFERS, AS SHOWN HONEYCOMB HATCHED () ARE ESTABLISHED AS PROTECTED AREAS FOR NATURAL VEGETATION AND VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN THE LANDSCAPE BUFFERS, PUBLIC SIDEWALKS, PUBLIC ROADWAYS, PRIVATE ROADWAYS, FENCES, AND UTILITIES SHALL BE ALLOWED WITHIN THE LANDSCAPE BUFFERS...

THE SCHAEFFER'S GROVE HOMEOWNERS' ASSOCIATION MAY ERECT SUBDIVISION SIGNS/MONUMENTS, LANDSCAPING, AND IRRIGATION WITHIN THE COMMON GROUND OR COMMON OPEN SPACE AREAS, AS SHOWN ON THIS PLAT LABELED "ENTRANCE MONUMENT AREA" WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE SCHAEFFER'S GROVE HOMEOWNERS' ASSOCIATION...

THE STORMWATER MANAGEMENT RESERVE AREA AS SHOWN ON THIS PLAT IS HEREBY ESTABLISHED FOR THE REQUIRED STORMWATER MANAGEMENT FEATURES (ALSO KNOWN AS BIRDS' BEST MANAGEMENT PRACTICES). THE RESERVE AREA HEREBY ESTABLISHED IS IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED ON THE 21ST DAY OF DECEMBER, 2022...

NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP WITHOUT AUTHORIZATION AND APPROVAL BY THE CITY OF CHESTERFIELD THROUGH THE SPECIAL USE PERMIT MAINTENANCE...

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE SCHAEFFER'S GROVE HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE DAY OF 2023 AS DAILY NO. IN THE ST. LOUIS COUNTY RECORDS.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS DEVELOPED IN THE SCHAEFFER'S GROVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE DAY OF 2023 AS DAILY NO. IN THE ST. LOUIS COUNTY RECORDS, OR AS AMENDED THEREAFTER.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED. IT IS HEREBY CERTIFIED THAT THERE ARE NO DELINQUENT TAXES OUTSTANDING. IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF 2023. SCHAEFFER'S GROVE DEVELOPMENT, LLC

BY: JEREMY ROTH, AUTHORIZED AGENT STATE OF MISSOURI)) COUNTY OF))

ON THIS DAY OF 2023, BEFORE ME PERSONALLY APPEARED JEREMY ROTH, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DULY AUTHORIZED AGENT OF SCHAEFFER'S GROVE DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY...

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

MY COMMISSION EXPIRES: NOTARY PUBLIC

CITY OF CHESTERFIELD: THIS IS TO CERTIFY THAT THE RECORD PLAT OF "SCHAEFFER'S GROVE PLAT TWO" 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 RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR VICKIE MCGOWAN, CITY CLERK

ON THIS DAY OF 2023, BEFORE ME APPEARED TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ASSOCIATION ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWITHT SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

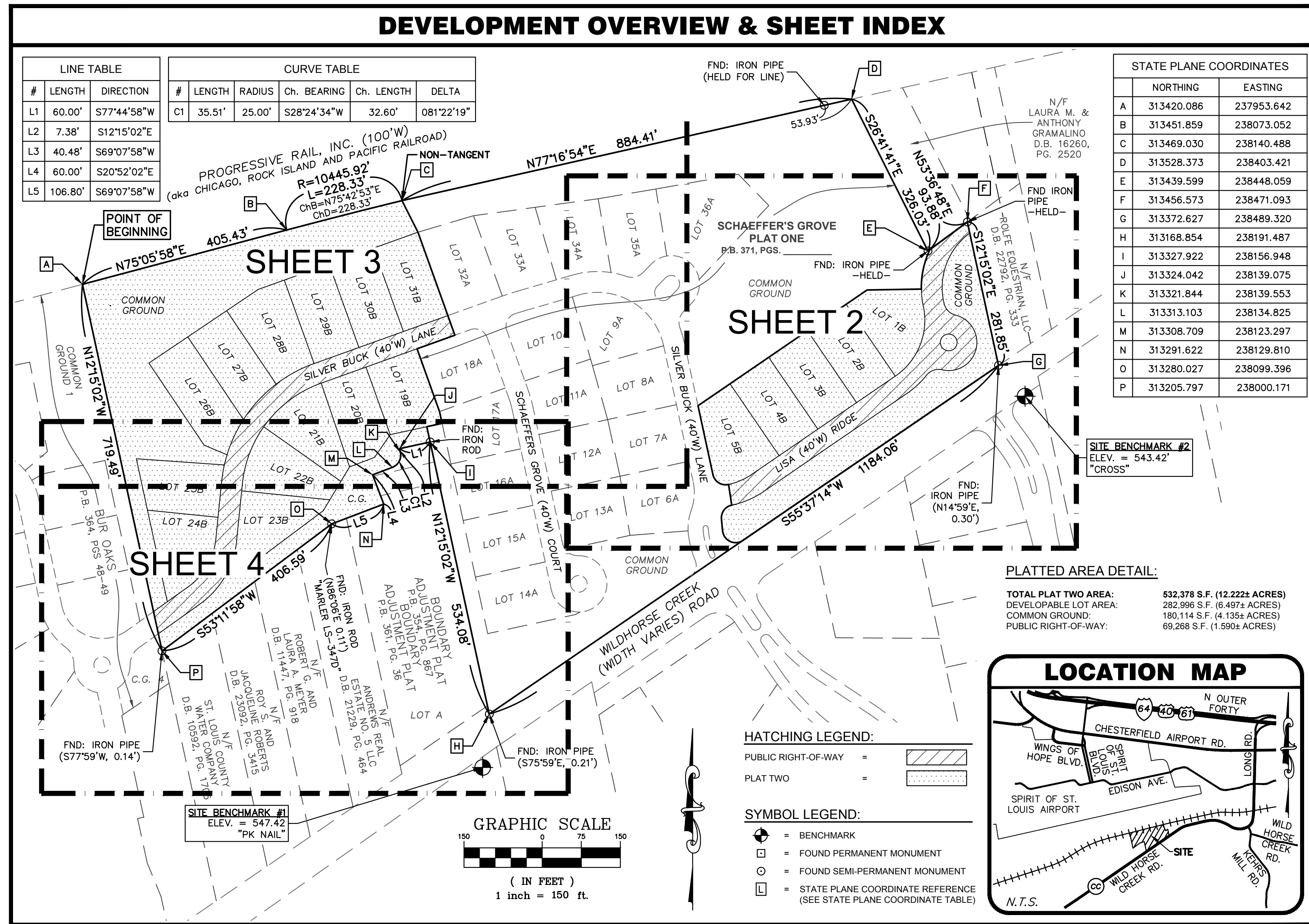
THE STERLING CO. ENGINEERS & SURVEYORS 5055 New Baumgartner Road St. Louis, Missouri 63129 Ph. 314-487-0440 Fax 314-487-8944 www.sterling-eng-sur.com

DRAWN BY: GFS CHECKED BY: JAH JOB NO.: 17-05-107

MSD P# - 22MSD-00355 DATE: APR. 5, 2023 SCHAEFFER'S GROVE PLAT TWO

SCHAEFFER'S GROVE PLAT TWO

A RESUBDIVISION OF PARCELS "A" AND "B" OF SCHAEFFER'S GROVE PLAT ONE, (PLAT BOOK 371, PAGES LOCATED IN U.S. SURVEYS 122 AND 150, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI ZONED "E-1/2AC" ESTATE DISTRICT WITH A WILD HORSE CREEK ROAD OVERLAY DISTRICT ACCORDING TO CITY OF CHESTERFIELD ORDINANCE NO. 3187



LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST: WHEREAS, BY A DEED OF TRUST DATED 20 AND RECORDED IN DOCUMENT NO. OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE IN EVERY DETAIL THIS PLAT AND DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON OPEN SPACE, AND ALL STREETS, PUBLIC OR PRIVATE SHOWN ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS DAY OF 2023.

LENDER: BY: PRINT NAME AND TITLE STATE OF MISSOURI)) COUNTY OF))

ON THIS DAY OF 2023, BEFORE ME APPEARED TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ASSOCIATION ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWITHT SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

STATEMENT OF STATE PLANE COORDINATE TIE: STATE PLANE COORDINATES WERE DETERMINED ON JUNE 15, 2021 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (ORS) WITH AN ID OF MOOF AND A PID OF DM4888 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) 111 COORDINATE VALUES OF NORTH (Y) = 324131.153 METERS AND EAST (X) = 232983.488 METERS.

COMBINED GRID FACTOR = 0.999914072 (1 METER = 3.28083333 FEET)

PROPERTY DESCRIPTION (PLAT TWO): A TRACT OF LAND BEING ALL OF PARCELS "A" AND "B" OF SCHAEFFER'S GROVE PLAT ONE, A SUBDIVISION ACCORDING TO THE PLAT HEREOF RECORDED IN PLAT BOOK 371, PAGES OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEYS 122 AND 150, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT): FIVE PARCELS OF LAND BEING PART OF LOTS 2, 3, 4, 5, 6, AND 7 OF "MARY SCHAEFFER ESTATE SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17 PAGE 4 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEYS 122 AND 150, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF BUR OAKS SUBDIVISION, AS RECORDED IN PLAT BOOK 364, PAGES 48 AND 49 OF THE ABOVEMENTIONED ST. LOUIS COUNTY RECORDS AND THE SOUTH RIGHT-OF-WAY LINE OF PROGRESSIVE RAIL, INC. (AKA CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD), THENCE LEAVING SAID CORNER ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES AND CURVE: NORTH 75°05'58" EAST, 405.43 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 10,445.92 FEET, A CHORD WHICH BEARS NORTH 77°16'54" EAST, 884.41 FEET AND AN ARC DISTANCE OF 228.33 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 77°16'54" EAST, 884.41 FEET TO A POINT OF NON-TANGENCY AT THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO LAURA M. AND ANTHONY GRAMOLINO, AS RECORDED IN DEED BOOK 16260, PAGE 2520 OF SAID RECORDS, WHERE A FOUND IRON PIPE BEARS, SOUTH 77°16'54" WEST, 53.93 FEET AND BEING THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO LISA ANN ALASCH, AS RECORDED IN DEED BOOK 22097, PAGE 877 OF SAID RECORDS; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ALONG THE WEST AND SOUTH LINE OF SAID GRAMOLINO PROPERTY, SOUTH 26°41'41" EAST, 326.03 FEET TO A FOUND IRON PIPE; THENCE NORTH 53°36'48" EAST, 93.88 FEET TO A FOUND IRON PIPE, AT THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO ROLFE EQUESTRIAN, LLC, AS RECORDED IN DEED BOOK 22792, PAGE 333 OF SAID RECORDS; THENCE ALONG THE WEST LINE OF SAID ROLFE PROPERTY, SOUTH 12°15'02" EAST, 281.85 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WILD HORSE CREEK ROAD (VARIABLE WIDTH) ROAD, WHERE A FOUND IRON PIPE BEARS, NORTH 14°59' EAST 0.30 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 55°37'14" WEST, 1,184.06 FEET TO A POINT OF NON-TANGENCY, WHERE A FOUND IRON PIPE BEARS, SOUTH 75°59' EAST 0.21 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE EAST LINE OF LOT "A" OF A BOUNDARY ADJUSTMENT PLAT OF WILDHORSE-SCHAEFFER SUBDIVISION, AS RECORDED IN PLAT BOOK 361, PAGE 36 OF SAID RECORDS, NORTH 12°15'02" WEST, 534.08 FEET TO A FOUND IRON PIPE; THENCE LEAVING SAID EAST LINE AND CONTINUING ALONG THE NORTH LINE OF SAID LOT "A" THE FOLLOWING COURSES AND DISTANCES AND CURVE: SOUTH 77°44'58" WEST, 60.00 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 12°15'02" EAST, 7.38 FEET TO A POINT OF CURVATURE; THENCE SOUTH 20°29'02" EAST, 60.00 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°07'58" WEST, 106.80 FEET TO A FOUND IRON PIPE WITH CAP (MARLER LS-3470), WHICH BEARS NORTH 86°06' EAST 0.11 FEET; THENCE SOUTH 53°11'58" WEST, 408.59 FEET TO A POINT OF NON-TANGENCY ON THE EAST LINE OF THE ABOVEMENTIONED BUR OAKS SUBDIVISION WHERE A FOUND IRON PIPE BEARS, SOUTH 77°59' WEST 0.14 FEET; THENCE ALONG SAID EAST LINE, NORTH 12°15'02" WEST, 719.49 FEET TO THE POINT OF BEGINNING AND CONTAINS 1,186.68 SQUARE FEET OR 26.762 ACRES, MORE OR LESS ACCORDING TO PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF JUNE, 2021 UNDER ORDER NUMBER 17-05-107.

BENCHMARKS: PROJECT BENCHMARK #1: ST. LOUIS COUNTY BM 11001 ELEVATION = 541.34' (NAVD 88) "STANDARD TABLE" STAMPED 96-75 S.L.C. SET IN WEST END OF NORTH HEADWALL OF SMALL DRAIN CROSSING UNDER WILD HORSE CREEK ROAD, 0.4 MILE EAST OF THE CHESTERFIELD SCHOOL, 75' EAST OF GRAVEL DRIVE AT #17531 WILD HORSE CREEK ROAD.] PROJECT BENCHMARK #2: ST. LOUIS COUNTY BM 11128 ELEVATION = 550.05' (NAVD 88) STANDARD DNR ALUMINUM DISK STAMPED SL-136 SITUATED IN A GRASSY TREE LAWN SOUTHWEST OF WILD HORSE CREEK ROAD 300 FEET MORE OR LESS SOUTHWEST OF THE CENTERLINE OF GREYSTONE PARKWAY, ROUGHLY 26 FEET SOUTHWEST OF THE CENTERLINE OF WILD HORSE CREEK ROAD, 18 FEET NORTHWEST OF A SIDEWALK, AND 28 FEET NORTH OF A UTILITY POLE.

CROSS-CUT IN CENTER OF CONCRETE WALK EAST OF THE EAST ENTRANCE TO CHESTERFIELD ELEMENTARY SCHOOL AND SOUTH OF WILD HORSE CREEK ROAD, 19 FEET SOUTHWEST OF A SIGNAL POLE, 15 FEET WEST OF A UTILITY POLE AND 7 FEET NORTHEAST OF WEST END OF WALK AT ASPHALT DRIVE. (LOCATION SHOWN HEREON).

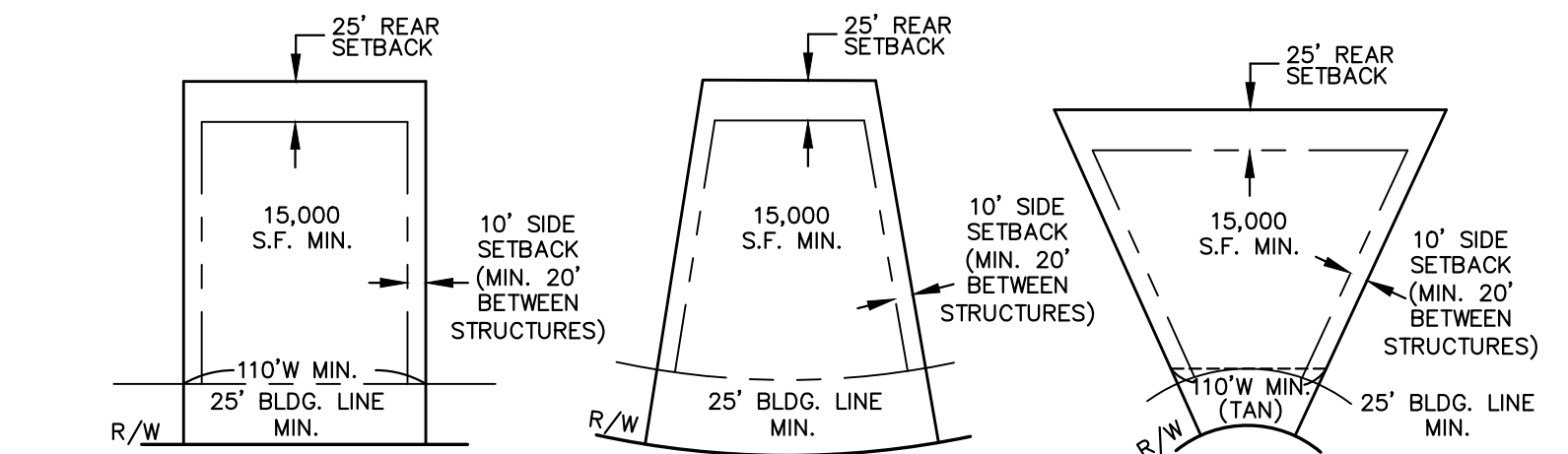
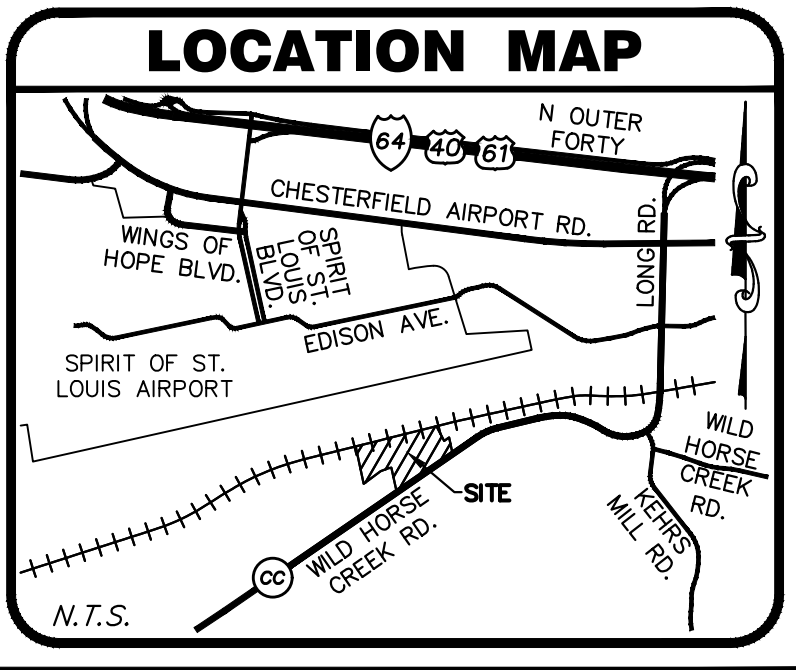
SITE BENCHMARK #1: ELEVATION = 547.42' (NAVD 88) "CROSS" CUT IN CENTER OF CONCRETE WALK EAST OF THE EAST ENTRANCE TO CHESTERFIELD ELEMENTARY SCHOOL AND SOUTH OF WILD HORSE CREEK ROAD, 19 FEET SOUTHWEST OF A SIGNAL POLE, 15 FEET WEST OF A UTILITY POLE AND 7 FEET NORTHEAST OF WEST END OF WALK AT ASPHALT DRIVE. (LOCATION SHOWN HEREON).

SITE BENCHMARK #2: ELEVATION = 543.42' (NAVD 88) "PK NAIL" SET IN PERVIOUS CONCRETE WALK EAST OF ARBOR GROVE COURT AND SOUTH OF WILD HORSE CREEK ROAD, 72 FEET NORTHEAST OF NORTH EDGE OF NOSE IN CENTER ISLAND OF ARBOR GROVE COURT, 18 FEET NORTH OF NORTHEAST BRICK PILLAR OF ENTRANCE MONUMENT FOR ARBORS AT WILD HORSE CREEK ROAD AND 47 FEET SOUTHWEST OF A UTILITY POLE (LOCATION SHOWN HEREON).

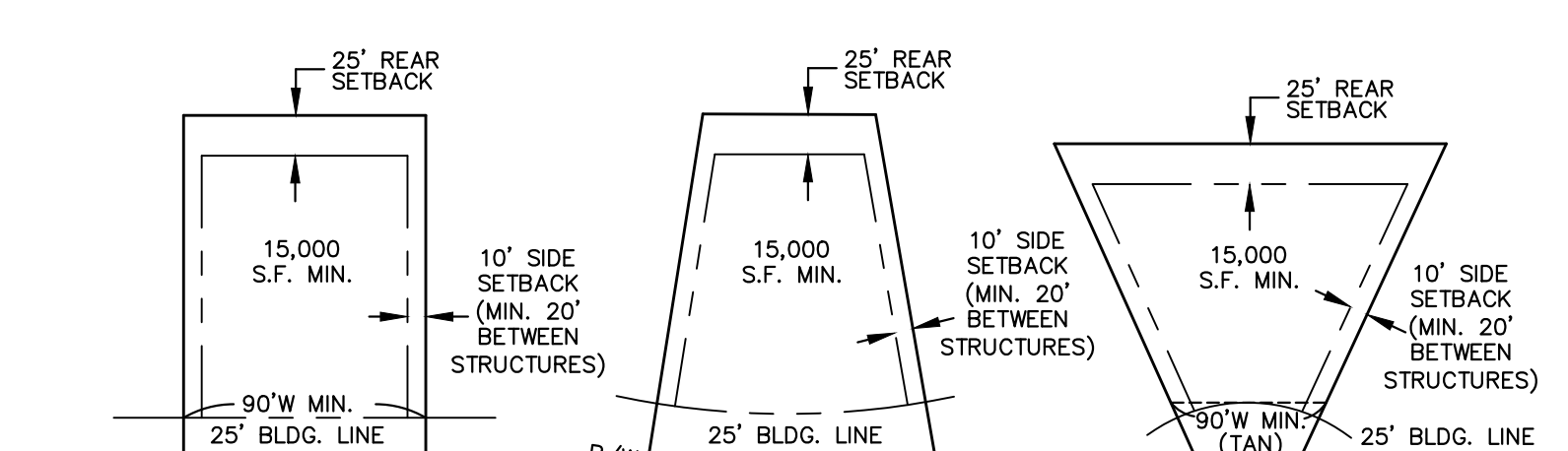
SURVEYOR'S NOTES

- 1. THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS FOR ANY INFORMATION NOT SHOWN ON THIS PLAT... 2. THIS PLAT CONTAINS 532,378 SQUARE FEET (12,222 ACRES MORE OR LESS), AND A TOTAL OF 18 "B" 90-FOOT WIDE LOTS. 3. ALL BEARINGS AND DISTANCES ARE AS SURVEYED (S) UNLESS NOTED OTHERWISE. (R) DENOTES RECORD INFORMATION. 4. THE SUBJECT TRACT IS CURRENTLY ZONED "E-1/2AC" ESTATE DISTRICT WITH A WILD HORSE CREEK ROAD OVERLAY DISTRICT ACCORDING TO THE CITY OF CHESTERFIELD, MISSOURI ORDINANCE NO. 3187, APPROVED ON MARCH 28, 2022. SEE TYPICAL LOT DIAGRAMS FOR INDIVIDUAL LOT ZONING RESTRICTIONS. 5. BASIS OF BEARINGS: MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH. 6. SOURCE OF RECORD TITLE: QUIT CLAIM DEED TO SCHAEFFER'S GROVE DEVELOPMENT, LLC, RECORDED IN DOCUMENT NO. 2022091600317 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS. 7. SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (SHADED) AND FLOOD ZONE "X" (UNSHADED) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI, AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 29189C0145K EFFECTIVE FEBRUARY 4, 2015. 8. FLOOD ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FLOOD ZONE "X" (SHADED) IS DEFINED AS AREAS OF 0.2% 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. 9. NO DEVELOPABLE LOTS CREATED BY THIS PLAT ARE LOCATED WITHIN A FLOODWAY AT THE TIME OF RECORDING. 10. PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED. A TOTAL OF 7 PERMANENT AND 12 SEMI-PERMANENT MONUMENTS SHALL BE SET IN THIS PLAT. 11. FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, AN OWNER'S POLICY OF TITLE INSURANCE BY TITLE PARTNERS AGENCY, LLC, AS AGENT FOR CLEVELAND NATIONAL TITLE INSURANCE COMPANY, POLICY NUMBER OX-1417527, FILE NO. 22-310475-0. THIS PLAT WITH AN EFFECTIVE DATE OF SEPTEMBER 16, 2022 AT 12:43 PM. THE NOTES REGARDING SCHEDULE B (SPECIAL EXCEPTIONS) OF SAID POLICY ARE AS FOLLOWS: ITEMS 1-2: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR. ITEM 3: EASEMENT GRANTED TO UNION ELECTRIC CO. RECORDED IN BOOK 2109 PAGE 294 OF THE ST. LOUIS COUNTY RECORDS, RELEASED BY INSTRUMENT RECORDED IN DOCUMENT NO. 202304040173 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND NO LONGER AFFECTS THE SUBJECT TRACT. ITEM 4: EASEMENT GRANTED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT RECORDED IN BOOK 17850 PAGE 2110 OF THE ST. LOUIS COUNTY RECORDS, AFFECTS THE SUBJECT TRACT AS SHOWN HEREON, DOES NOT AFFECT ANY LOTS CREATED BY THIS PLAT. ITEM 5: EASEMENT GRANTED TO UNION ELECTRIC COMPANY RECORDED IN BOOK 2092 PAGE 295 OF THE ST. LOUIS COUNTY RECORDS AND IS RELEASED BY INSTRUMENTS RECORDED DOCUMENT NO. 202304040222 AND DOCUMENT NO. 202304040228 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND NO LONGER AFFECTS THE SUBJECT TRACT. ITEM 6: EASEMENT GRANTED TO UNION ELECTRIC COMPANY BY THE INSTRUMENT RECORDED IN BOOK 1294 PAGE 604 AND BOOK 2295 PAGE 282, BOOK 1294 PAGE 604 IS RELEASED BY INSTRUMENT RECORDED IN DOCUMENT NO. 202304040275 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND NO LONGER AFFECTS THE SUBJECT TRACT. BOOK 2295 PAGE 282 IS RELEASED BY INSTRUMENT RECORDED IN DOCUMENT NO. 202304040269 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND NO LONGER AFFECTS THE SUBJECT TRACT. ITEM 7: BUILDING LINES, EASEMENTS, CONDITIONS AND RESTRICTIONS AND POWERS OF TRUSTEES ACCORDING TO PLAT BOOK 354 PAGE 887, PLAT BOOK 361 PAGE 36, NO BUILDING LINES OR EASEMENTS WERE CREATED BY SAID PLATS. ITEM 8: TERMS AND PROVISIONS OF DEVELOPMENT PLAT RECORDED IN PLAT BOOK 355 PAGE 39 AND PLAT BOOK 360 PAGE 313, NO COMMENT BY SURVEYOR. ITEM 9: EASEMENT GRANTED TO UNION ELECTRIC CO. OF MISSOURI ACCORDING TO INSTRUMENT RECORDED IN BOOK 2105 PAGE 311, RELEASED BY INSTRUMENTS RECORDED IN DOCUMENT NO. 2023032100486 AND DOCUMENT NO. 202304040237 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND NO LONGER AFFECTS THE SUBJECT TRACT. ITEM 10: PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, SEWER AND SIDEWALK EASEMENT GRANTED TO CITY OF CHESTERFIELD AND METROPOLITAN ST. LOUIS SEWER DISTRICT ACCORDING TO INSTRUMENT RECORDED IN BOOK 20757 PAGE 888, AFFECTS THE SUBJECT TRACT AS SHOWN HEREON, DOES NOT AFFECT ANY LOTS CREATED BY THIS PLAT. EASEMENT RIGHTS TO SPIRE MISSOURI, INC. RELEASED BY DOCUMENT NO. 2022020200520, RIGHTS TO SOUTHWESTERN BELL TELEPHONE COMPANY DB/A AT MISSOURI RELEASED BY DOCUMENT NO. 2023010500465, RIGHTS TO CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC RELEASED BY DOCUMENT NO. 2023010400410, RIGHTS TO MISSOURI-AMERICAN WATER COMPANY RELEASED BY DOCUMENT NO. 2023010500466, RIGHTS TO METROPOLITAN ST. LOUIS SEWER DISTRICT RELEASED BY DOCUMENT NO. 2022111600057, RIGHTS TO UNION ELECTRIC COMPANY DB/A AMEREN MISSOURI RELEASED BY DOCUMENT NO. 2023032200097 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND RIGHTS TO THE CITY OF CHESTERFIELD, MISSOURI ARE RELEASED BY CITY ORDINANCE NO. 3231. ITEM 11: AVIGATION AND HAZARD EASEMENT GRANTED TO ST. LOUIS COUNTY ACCORDING TO INSTRUMENT RECORDED IN BOOK 2010 PAGE 2110, AFFECTS THE COMMON GROUND AND LOTS 19B THROUGH 31B INCLUSIVE OF THIS PLAT. ITEMS 12-13: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

NOTE: THE TEMPORARY ACCESS EASEMENTS GRANTED BY DOCUMENT NO. 2022091600315 AND DOCUMENT NO. 2022091600316 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, WERE NOT LISTED IN THE ABOVEMENTIONED OWNERS' POLICY OF TITLE INSURANCE AND AFFECT THE SUBJECT TRACT AS SHOWN HEREON. THIS PLAT, BOTH EASEMENTS SHALL AUTOMATICALLY TERMINATE, EXPIRE AND BECOME NULL AND VOID WHEN A NEW PUBLIC ROAD IS CONSTRUCTED PROVIDING DIRECT PUBLIC ACCESS TO WILD HORSE CREEK ROAD, AND WHEN SAID ROAD IS DULY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI.



TYPICAL "A" LOTS NOT TO SCALE



TYPICAL "B" LOTS NOT TO SCALE

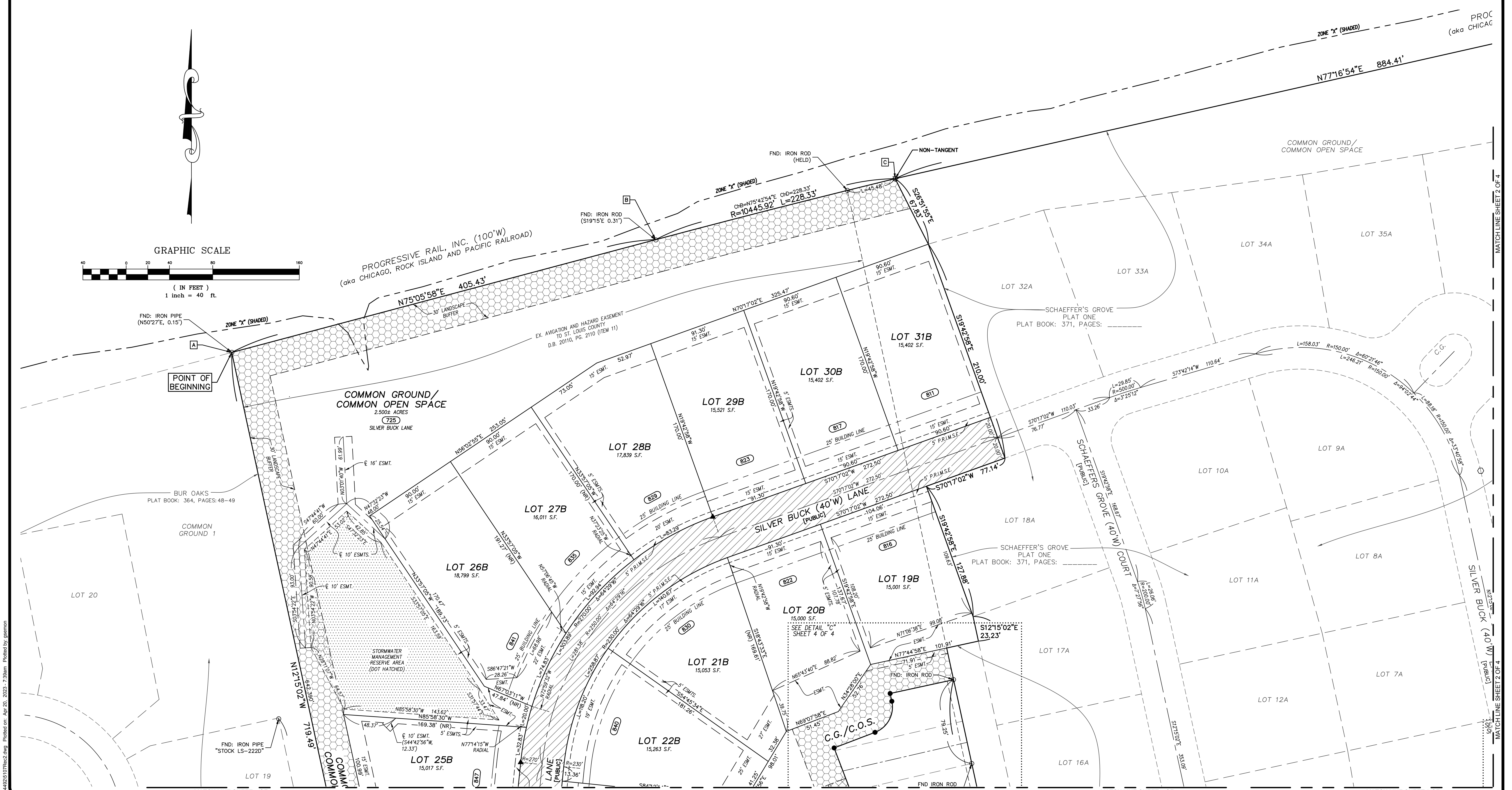
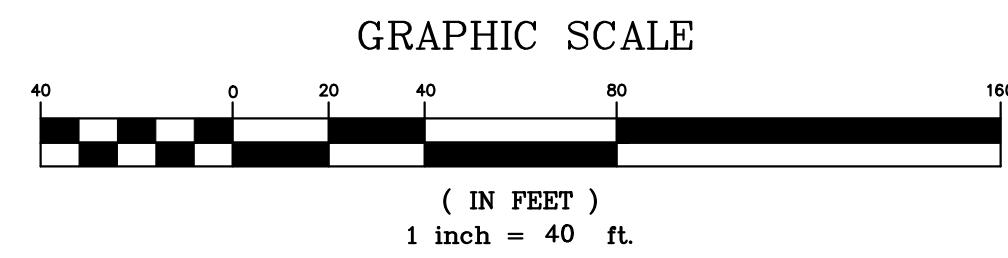
SURVEYOR'S CERTIFICATION: ORDER NUMBER: 17-05-107 THE STERLING COMPANY 5055 NEW BAUMGARTNER ROAD ST. LOUIS, MISSOURI 63129 PHONE: (314) 487-0440 PREPARED FOR: SCHAEFFER'S GROVE DEVELOPMENT, LLC & MCBRIDE SCHAEFFER'S GROVE, LLC 5091 NEW BAUMGARTNER ROAD ST. LOUIS, MISSOURI 63129 PH: (314) 487-5617

THIS IS TO CERTIFY TO SCHAEFFER'S GROVE DEVELOPMENT, LLC AND MCBRIDE SCHAEFFER'S GROVE, LLC THAT WE HAVE, DURING THE MONTH OF JUNE, 2021, PERFORMED A BOUNDARY SURVEY OF "A TRACT OF LAND BEING PART OF LOTS 2, 3, 4, 5, 6, AND 7 OF "MARY SCHAEFFER ESTATE SUBDIVISION", RECORDED IN PLAT BOOK 17 PAGE 4, LOCATED IN U.S. SURVEYS 122 AND 150, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BASED UPON SAID SURVEY HAVE SUBDIVIDED SAID TRACT OF LAND IN THE MANNER SHOWN HEREON. THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS OR EXCEEDS THE "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS AN "URBAN" CLASS SURVEY IN EFFECT AT THE DATE OF THIS PLAT.

THE STERLING COMPANY MO. REG. 307-D

JAMEY A. HENSON, P.L.S., VICE PRESIDENT DATE MO. REG. L.S. #2007017963

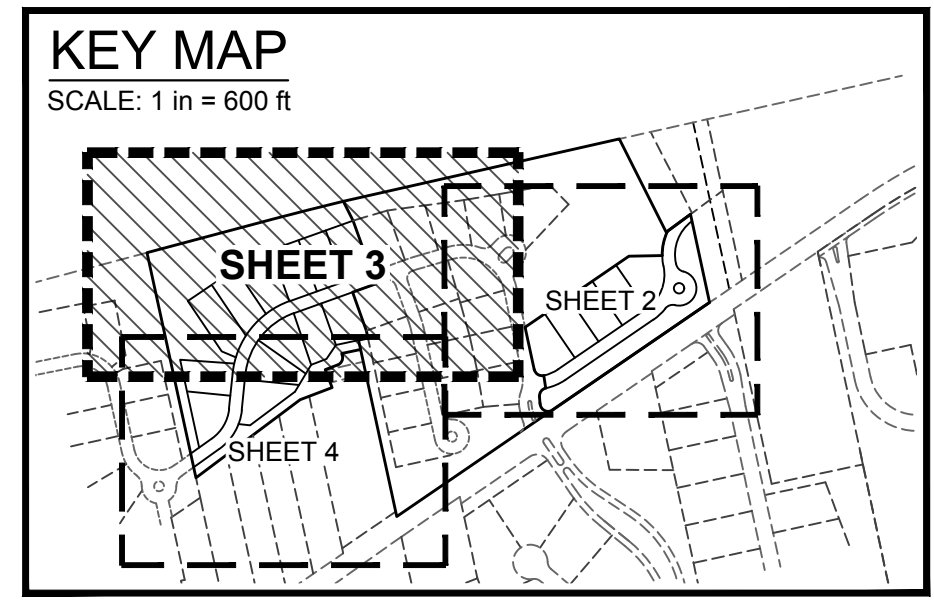
SCHAEFFER'S GROVE PLAT TWO



Drawing name: C:\Users\sterling\appdata\local\temp\44925107Rnc2.dwg - Plotted on: Apr 20, 2023, 7:38am - Plotted by: gmmom

THE STERLING CO.
ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# -	22MSD-00355
CHECKED BY:	JAH	DATE:	APR 5, 2023
JOB NO.:	17-05-107	SCHAEFFER'S GROVE PLAT TWO	



STATE PLANE COORDINATES		STATE PLANE COORDINATES			
NORTHING	EASTING	NORTHING	EASTING		
A	313420.086	237953.642	K	313321.844	238139.553
B	313451.859	238073.052	L	313313.103	238134.825
C	313469.030	238140.488	M	313308.709	238123.297
D	313528.373	238403.421	N	313291.622	238129.810
E	313439.599	238448.059	O	313280.027	238099.396
F	313456.573	238471.093	P	313205.797	238000.171
G	313372.627	238489.320			
H	313168.854	238191.487			
I	313327.922	238156.948			
J	313324.042	238139.075			

- ABBREVIATION LEGEND:**
- BK. = BOOK
 - BLDG. = BUILDING
 - C.G. = COMMON GROUND
 - CHB = CHORD BEARING
 - CHD = CHORD DISTANCE
 - C.O.S. = COMMON OPEN SPACE
 - D.B. = DEED BOOK
 - ESMT. = EASEMENT
 - FND. = FOUND
 - NF. = NOW OR FORMERLY
 - (NR) = NON-RADIAL
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.V.M.T. = PAVEMENT
 - RET. = RETAINING
 - (R) = RECORD
 - R.O.W. = RIGHT-OF-WAY
 - (S) = SURVEYED
 - S.F. = SQUARE FEET
 - W. = WIDTH
- SYMBOL LEGEND:**
- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" I ROD W/ ALUMINUM CAP).
 - = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" I ROD W/ PLASTIC CAP OR CUT CROSS).
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - +
 - ⊕ = FOUND CROSS
 - ⊙ = FOUND ANCHOR
 - = SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - ⊙ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - ⊙ = BENCHMARK
 - 523 = ADDRESS
 - = STATE PLANE COORDINATE REFERENCE

- HATCHING LEGEND:**
- ▨ = PUBLIC RIGHT-OF-WAY
 - ▤ = STORMWATER MANAGEMENT RESERVE AREA
 - ▧ = ACCESS EASEMENT & LANDSCAPE BUFFER
 - ▩ = LANDSCAPE BUFFER

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 307-D

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
 MO. REG. L.S. #2007017963

SHEET 3 OF 4

MATCHLINE SHEET 2 OF 4

MATCHLINE SHEET 4 OF 4

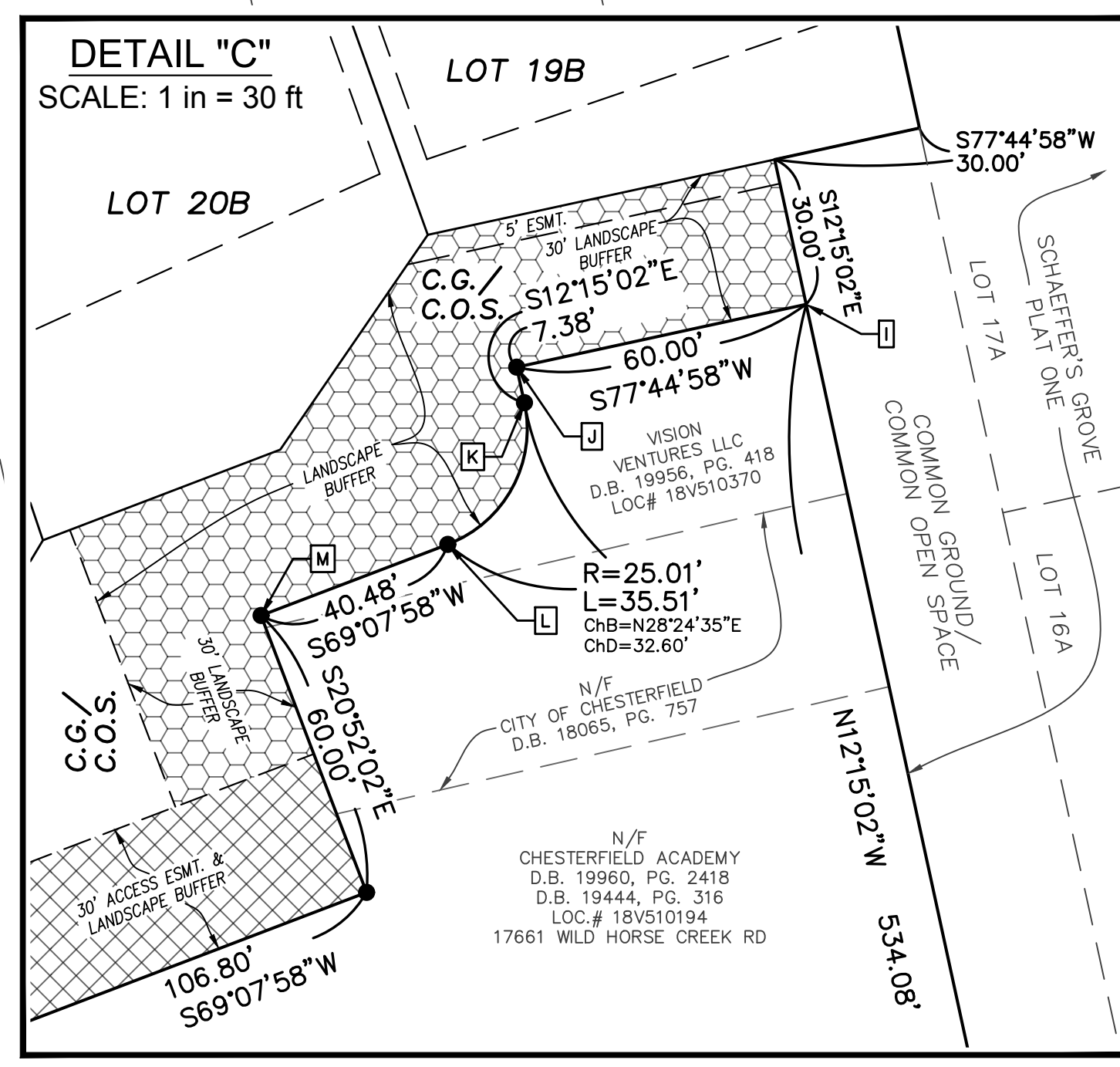
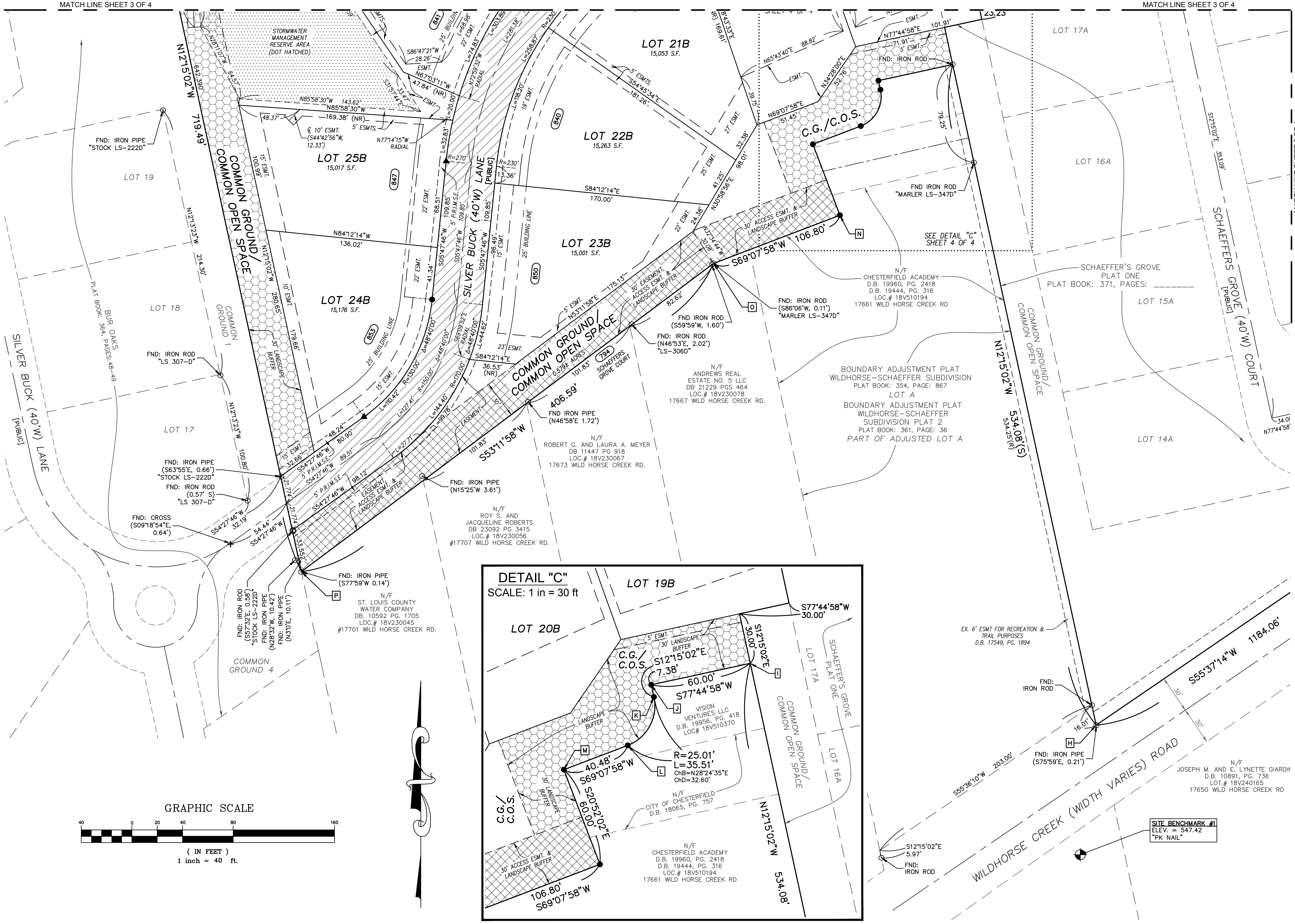
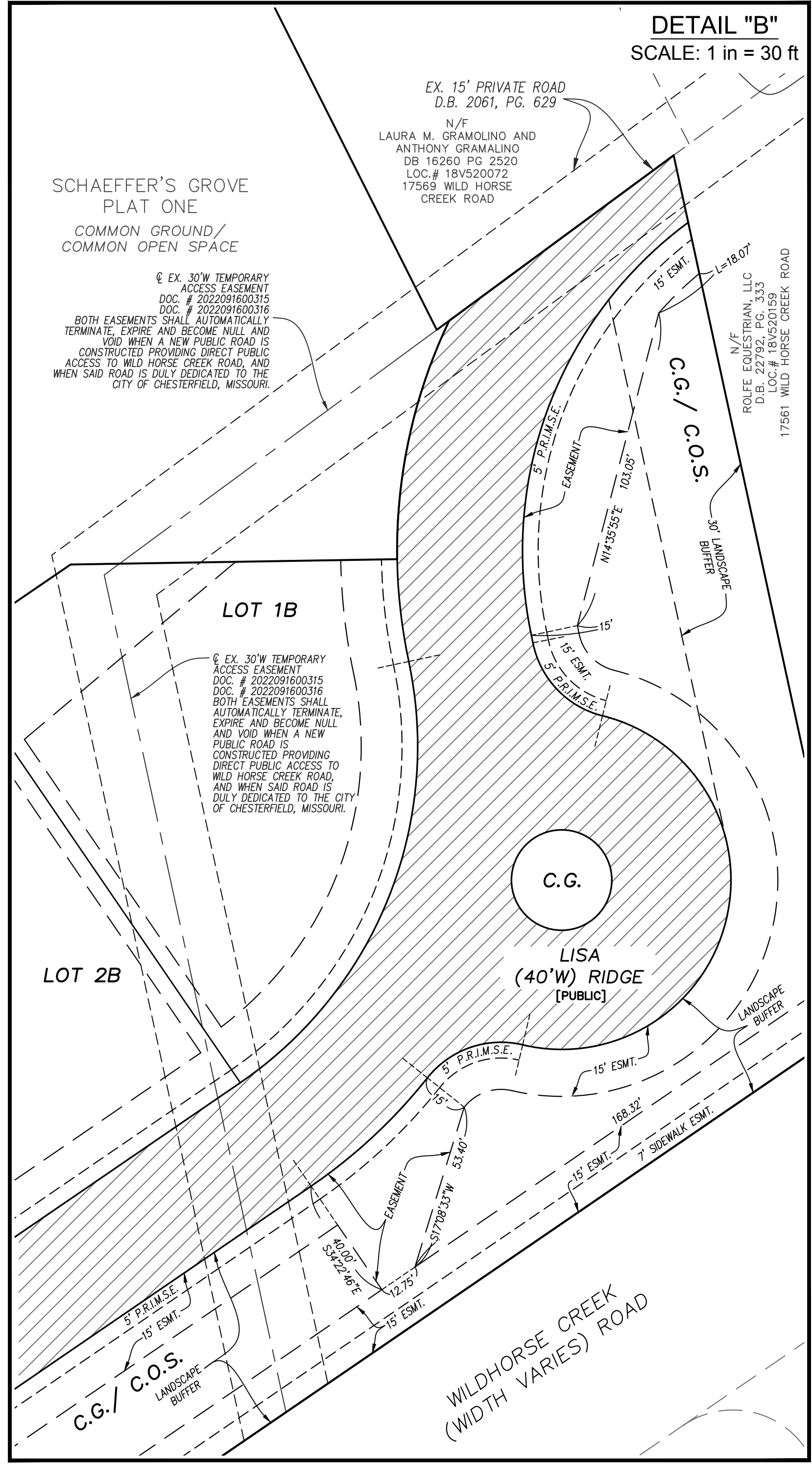
MATCHLINE SHEET 4 OF 4

MATCHLINE SHEET 2 OF 4

SCHAEFFER'S GROVE PLAT TWO

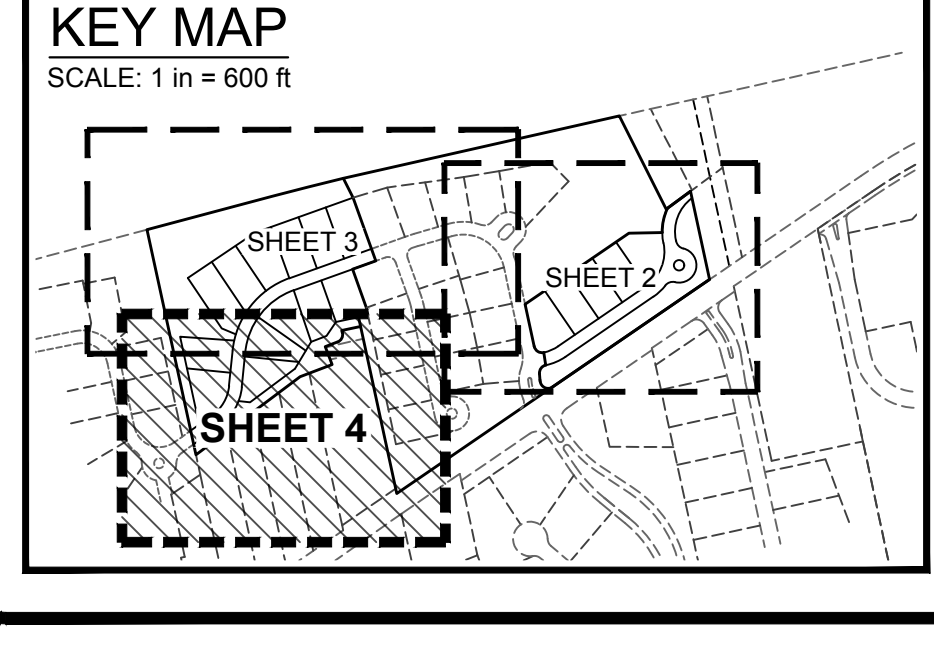
MATCH LINE SHEET 3 OF 4

MATCH LINE SHEET 3 OF 4



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - 22MSD-00355
CHECKED BY:	JAH	DATE: APR. 5, 2023
JOB NO.:	17-05-107	SCHAEFFER'S GROVE PLAT TWO



STATE PLANE COORDINATES		STATE PLANE COORDINATES	
NORTHING	EASTING	NORTHING	EASTING
A 313420.086	237953.642	K 313321.844	238139.553
B 313451.859	238073.052	L 313313.103	238134.825
C 313469.030	238140.488	M 313308.709	238123.297
D 313528.373	238403.421	N 313291.622	238129.810
E 313439.599	238448.059	O 313280.027	238099.396
F 313456.573	238471.093	P 313205.797	238000.171
G 313372.627	238489.320		
H 313168.854	238191.487		
I 313327.922	238156.948		
J 313324.042	238139.075		

- ABBREVIATION LEGEND:**
- BK. = BOOK
 - BLDG. = BUILDING
 - C.G. = COMMON GROUND
 - CHB = CHORD BEARING
 - CHD = CHORD DISTANCE
 - C.O.S. = COMMON OPEN SPACE
 - D.B. = DEED BOOK
 - ESMT. = EASEMENT
 - FND. = FOUND
 - N/F. = NOW OR FORMERLY
 - NR. = NON-RADIAL
 - P.B. = PLAT BOOK
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.V.M.T. = PAVEMENT
 - (R) = RECORD
 - R.O.W. = RIGHT-OF-WAY
 - RE. = RETAINING
 - (S) = SURVEYED
 - S.F. = SQUARE FEET
 - W. = WIDTH

- SYMBOL LEGEND:**
- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" IRON W/ ALUMINUM CAP).
 - = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" IRON W/ PLASTIC CAP OR CUT CROSS).
 - = FOUND PERMANENT MONUMENT
 - ⊕ = FOUND SEMI-PERMANENT MONUMENT
 - ⊙ = FOUND CROSS
 - ⊕ = FOUND ANCHOR
 - = SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - ⊙ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - ⊙ = BENCHMARK
 - 523 = ADDRESS
 - = STATE PLANE COORDINATE REFERENCE

- HATCHING LEGEND:**
- PUBLIC RIGHT-OF-WAY
 - STORMWATER MANAGEMENT RESERVE AREA
 - ACCESS EASEMENT & LANDSCAPE BUFFER
 - LANDSCAPE BUFFER

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
MO. REG. L.S. #2007017963

SHEET 4 OF 4

Drawing name: C:\Users\jgmon\AppData\Local\Temp\448265107Rnc2.dwg - Plotted on: Apr 20, 2023, 7:38am - Plotted by: gmon

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: SCHAEFFER'S GROVE
 PLAT: 2
 SUBDIVISION CODE: 335
 NO. LOTS: 18
 DATE OF PLAT APPROVAL:

DEVELOPER: ELITE DEVELOPMENT SERVICES

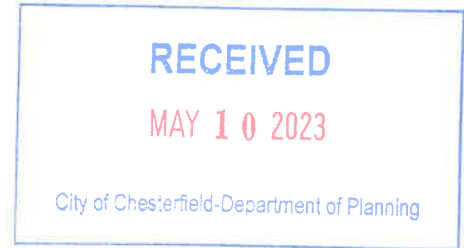
CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$247,826.33	\$0.00 \$0.00	0	\$247,826.33	100
SIDEWALKS			\$25,828.35	\$0.00 \$0.00	0	\$25,828.35	100
EMERGENCY ACCESS			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
STREET SIGNS			\$808.14	\$0.00 \$0.00	0	\$808.14	100
STREET TREES			\$3,663.52	\$0.00 \$0.00	0	\$3,663.52	100
SANITARY SEWER AND PUMP STATIONS			\$11,366.78	\$0.00 \$0.00	0	\$11,366.78	100
STORM SEWER			\$118,681.46	\$0.00 \$0.00	0	\$118,681.46	100
VALLEY STORMWATER CHANNELS			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
GRADING			\$50,358.00	\$0.00 \$0.00	0	\$50,358.00	100
DETENTION			\$38,376.66	\$0.00 \$0.00	0	\$38,376.66	100
WATER QUALITY			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
EROSION CONTROL			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
SILTATION CONTROL			\$34,583.54	\$0.00 \$0.00	0	\$34,583.54	100
COMMON GROUND SEED AND ISLAND SODDING			\$6,818.81	\$0.00 \$0.00	0	\$6,818.81	100
MONUMENTATION			\$7,704.28	\$0.00 \$0.00	0	\$7,704.28	100
RETAINING WALLS			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
STREET LIGHTS			\$5,531.26	\$0.00 \$0.00	0	\$5,531.26	100
WATER MAINS			\$179,765.59	\$0.00 \$0.00	0	\$179,765.59	100
LOMR			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
FENCE			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
MISC. REQ. IMPROVMENTS			\$0.00	\$0.00 \$0.00	#DIV/0!	\$0.00	#DIV/0!
TOTALS			\$731,312.71	\$0.00	0	\$731,312.71	100



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KC10C
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-2604
FAX: (816) 234-1871

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017



DATE: 05/09/2023

Standby L/C No.: SLC00006193

Currency/Amount:	USD 731,312.71
Applicant:	Schaeffer's Grove Development LLC
Issue Date:	05/09/2023
Expiry Date:	05/09/2025
Expiry Place:	At Our Counters


Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.


All parties to this Letter of Credit are advised that the U.S. Government has in place sanctions against certain countries, related entities and individuals. Commerce Bank including its branches are prohibited from engaging in transactions within the scope of such sanctions. Notwithstanding the above, any presentation that contains violations of US Regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prohibit us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders is not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,



(Authorized Signature)



(Authorized Signature)



COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: May 9, 2023

IRREVOCABLE LETTER OF CREDIT NO. SLC00006193

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Schaeffer's Grove Development LLC, 5091 Baumgartner Rd., St. Louis, MO 63129 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$731,312.71 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

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

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

as detailed on the accompanying agreements for Schaeffer's Grove Plat 2 (subdivision/development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

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

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

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

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 8000 Forsyth, 1st Floor, Clayton, MO 63105 Attention: LC Payment Request (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business Day, (as defined below). As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on May 9, 2025 except that unless such date may be extended as hereinafter provided, this Letter of Credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City Of Chesterfield, Account #129300337 or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than May 9, 2028.

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

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

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00006193.

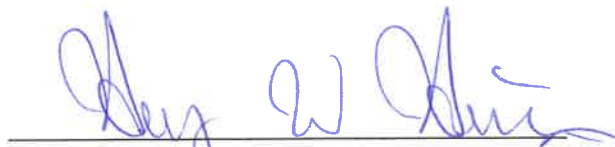
You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the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

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

Very truly yours,



Authorized Signature



Authorized Signature

RECEIVED

MAY 11 2023

City of Chesterfield-Department of Planning

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Schaeffer's Grove Development, LLC _____, herein called DEVELOPER, Commerce Bank _____, herein called ESCROW HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as Schaeffer's Grove Plat Two _____ in accordance with Ordinance No. ³¹⁸⁷ _____, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of construction, installation and completion of said improvements, all in accordance with the provisions of said governing ordinance and Subdivision Regulations, as amended, will be in the sum of Seven hundred thirty-one thousand three hundred twelve _____ DOLLARS (\$^{731,312.71} _____), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Seven hundred thirty-one thousand three hundred twelve, DOLLARS (\$ 731,312.71) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER. *(SLC 0000 61 93)*
- Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 10 day of May, 2023.

ATTEST: (SEAL) DEVELOPER: Schaeffer's Grove Development, LLC

[Signature]
Type Name: JEFF TOST
Title: AUTHORIZED AGENT

BY: [Signature]
Type Name:
Title: Authorized agent

Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL) ESCROW HOLDER: Commerce Bank

[Signature]
Type Name: Dulobia Woods
Title: Loan Coordinator

BY: [Signature]
Type Name: Jeff Haynes
Title: Vice President

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL) APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 10 day of May, 2023, before me appeared Jeff Haynes, to me personally known, who, being by me duly sworn, did say that he/she is the VP (title) of Commerce Bank (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said VP (title) acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.24

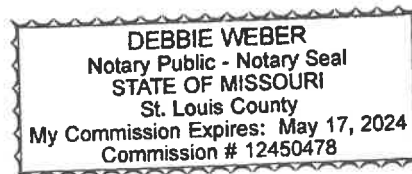


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

**SUBDIVISION: SCHAEFFER'S GROVE
PLAT: 2
SUB CODE: 335
DEVELOPER: ELITE DEVELOPMENT SERVICES**

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

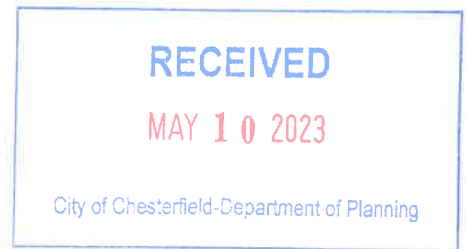
CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$24,782.63			\$24,782.63
SIDEWALKS	\$2,582.84			\$2,582.84
EMERGENCY ACCESS	\$0.00			\$0.00
STREET SIGNS	\$80.81			\$80.81
STREET TREES	\$366.35			\$366.35
SAN. SEWER	\$1,136.68			\$1,136.68
STORM SEWER	\$11,868.15			\$11,868.15
VALLEY STORMWATER CHAI	\$0.00			\$0.00
GRADING	\$5,035.80			\$5,035.80
DETENTION	\$3,837.67			\$3,837.67
WATER QUALITY	\$0.00			\$0.00
EROSION CONTROL	\$0.00			\$0.00
SILTATION CONTROL	\$3,458.35			\$3,458.35
COMMON GR. SEED	\$681.88			\$681.88
MONUMENTATION	\$770.43			\$770.43
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$553.13			\$553.13
WATER MAINS	\$17,976.56			\$17,976.56
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$73,131.27		\$0.00	\$73,131.27



Commerce Bank
CLS Letter of Credit
811 Main, 8th Floor
Mailstop: KCILOC
Kansas City, MO 64105

SWIFT: CBKC US 44 XXX
PHONE: (816) 234-2604
FAX: (816) 234-1871

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017



DATE: 05/09/2023

Standby L/C No.: SLC00006194

Currency/Amount:	USD 73,131.27
Applicant:	Schaeffer's Grove Development LLC
Issue Date:	05/09/2023
Expiry Date:	05/09/2025
Expiry Place:	At Our Counters

Dear Sirs/Madam:

We are enclosing as instructed, the above-mentioned Standby Letter of Credit for you.

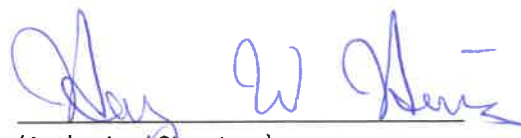
All parties to this Letter of Credit are advised that the U.S. Government has in place sanctions against certain countries, related entities and individuals. Commerce Bank including its branches are prohibited from engaging in transactions within the scope of such sanctions. Notwithstanding the above, any presentation that contains violations of US Regulations including, but not limited to, OFAC Sanctions and/or Anti Boycott Regulations may prohibit us from processing this Letter of Credit. Presentation of documents(s) that are not in compliance with the applicable anti-boycott, anti-money laundering, anti-terrorism, anti-drug trafficking, export denial or economic sanctions laws, regulations or orders is not acceptable. Applicable laws vary depending on the transaction and may include United Nations, United States and/or local laws.

Authorities may require disclosure of information and Commerce Bank is not liable if it fails or delays to perform the transaction or discloses information as a result of actual or apparent breach of such sanctions.

Regards,



(Authorized Signature)



(Authorized Signature)



COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: May 9, 2023

IRREVOCABLE LETTER OF CREDIT NO. SLC00006194

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Schaeffer's Grove Development LLC, 5091 Baumgartner Rd., St. Louis, MO 63129 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$73,131.27 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

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

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

as detailed on the accompanying agreements for Schaeffer's Grove Plat 2 (subdivision/development name), approval of same issued by you for the benefit of the Account Party (the "Approval").

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

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

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

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 8000 Forsyth, 1st Floor, Clayton, MO 63105 Attention: LC Payment Request (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St Louis, Missouri time) on a Business Day, (as defined below). As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on May 9, 2025 except that unless such date may be extended as hereinafter provided, this Letter of Credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City Of Chesterfield, Account #129300337 or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A or B as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above** or such other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit.

It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration Date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this Letter of Credit shall expire fully and finally not later than May 9, 2029.

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

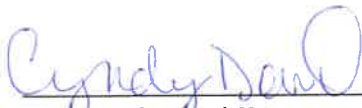
This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00006194.

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

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

Very truly yours,


Authorized Signature


Authorized Signature

RECEIVED

MAY 11 2023

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT AGREEMENT Department of Planning

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Schaeffer's Grove Development, LLC _____, herein called DEVELOPER, Commerce Bank _____, herein called CREDIT HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as Schaeffer's Grove Plat Two _____ in accordance with Ordinance No. ³¹⁸⁷ _____, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of maintenance of the required improvements, based on the cost of construction of said improvements, all in accordance with the provisions of said subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum of Seventy-three thousand one hundred thirty-one DOLLARS (\$ ^{73,131.27} _____), lawful money of the United States of America; and

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

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Seventy-three thousand one hundred thirty-one

DOLLARS (\$ 73,131.27), lawful money of the United States of America by:

(check one)

Depositing cash with the City.

Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER. *(SLC 00006194)*

Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Schaeffer's Grove Plat Two

_____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

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

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

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

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

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 10 day of May, 2023 A.D.

Schaeffer's Grove Development, LLC

ATTEST: (SEAL)

DEVELOPER: _____

[Signature]
Type Name: Jeff Jost
Title: Authorized Agent

BY: [Signature]
Type Name: _____
Title: Authorized agent

Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129
Commerce Bank

ATTEST: (SEAL)

CREDIT HOLDER: _____

[Signature]
Name: Debbie Valse
Title: Loan Coordinator

BY: [Signature]
Name: Jeff Haynes
Title: Vice President

Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

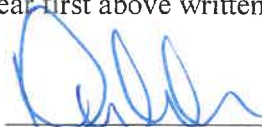
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 10 day of May, 2023, before me appeared Jeff Haynes, to me personally known, who, being by me duly sworn, did say that he/she is the VP (title) of Commerce Bank (name of bank), a MO Bank Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said VP (title) acknowledged said instrument to be the free act and deed of said bank.

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



Notary Public

My Commission Expires: 05.17.24

