



**AGENDA**  
**CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, June 3, 2024**  
**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. Executive Session Minutes** – May 20, 2024
  - B. City Council Meeting Minutes** – May 20, 2024
  
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Thursday, June 6, 2024 – Planning & Public Works (5:30pm)**
  - B. Monday, June 10, 2024 – Public Health & Safety (5:00pm)**
  - C. Monday, June 17, 2024 – City Council (7:00pm)**
  
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  
- VIII. APPOINTMENTS** – Mayor Bob Nation
  - A. Reappointment** – Kenneth Voigt – Police Personnel Board

## IX. COUNCIL COMMITTEE REPORTS

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

- 1. Proposed Bill No. 3505 – P.Z. 03-2024 Chesterfield Village Mall:**  
An ordinance amending City of Chesterfield ordinance 3255 to add an additional 16.679-acres of land zoned “C-8” Planned Commercial to an existing 96.017-acres of land zoned “PC&R” Planned Commercial and Residential District located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. City Attorney and City Administrator recommend that the second reading be delayed until the City Administrator’s report, after approval of the proposed settlement agreement.**
- 2. Proposed Bill No. 3508 – P.Z. 02-2024 18009 and 18045 N. Outer 40 Rd. (Gumbo Flats Properties, LLC):** An ordinance repealing City of Chesterfield Ordinance Number 2944 for a “PI” Planned Industrial District and creating a new “PI” Planned Industrial District for a 78.07 acre tract of land located on the north side of Outer 40 Road [P.Z. 02-2024 18009 and 18045 N. Outer Forty Road (Gumbo Flats Properties, LLC), 16W310045 and 16W240041]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee voted 2-2 and moves forward to City Council.**
- 3. Next Meeting – June 6, 2024**

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

- 1. Next Meeting – not yet scheduled**

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

- 1. CCEAC Recommendation – Darcy Capstick – Emeritus member**  
The Parks, Recreation and Arts Committee unanimously recommended that Darcy Capstick be granted Member Emeritus status as described in City Council Policy #1. **(Voice Vote)**
- 2. 2024 Sculpture on the Move Location Recommendation** The Parks, Recreation and Arts Committee unanimously recommends locating the “Gotta Practice” sculpture on the move artwork, be placed in Logan Park, as recommended by the Parks, Recreation and Arts Citizens Advisory Committee. **(Voice Vote)**



**3. Next Meeting – not yet scheduled**

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

**1. Next Meeting – June 10, 2024**

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

**A. Bid Recommendation – City Hall Roof Replacement**

Recommendation to accept the low bid submitted by W. James Taylor, Inc. and to authorize the City Administrator to enter into an agreement with W. James Taylor, Inc. in an amount not to exceed \$330,000 for the City Hall Roof Replacement. **(Roll Call Vote) Department of Public Works recommends approval.**

**B. Proposed Bill No. 3509 – Settlement Agreement** – An ordinance of the City of Chesterfield, Missouri, approving a settlement agreement with Dillard’s, Inc. and TSG Downtown Chesterfield Redevelopment, LLC and authorizing the City Administrator to execute the same. **(First and Second Readings) City Attorney and City Administrator recommend approval.**

**C. Proposed Bill No. 3505 – P.Z. 03-2024 Chesterfield Village Mall:**

An ordinance amending City of Chesterfield ordinance 3255 to add an additional 16.679-acres of land zoned “C-8” Planned Commercial to an existing 96.017-acres of land zoned “PC&R” Planned Commercial and Residential District located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

**XI. OTHER LEGISLATION**

**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 3, 2024 – 6:00 PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, JUNE 3, 2024.**

An Executive (closed) Session has been scheduled immediately following the agenda work session for Monday's meeting, which itself is scheduled to begin at 6:00 pm.

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



## RECORD OF PROCEEDING

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

**MAY 20, 2024**

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the May 6, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the May 6, 2024 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the May 6, 2024 City Council meeting were submitted for approval. Councilmember Wahl made a motion, seconded by Councilmember Moore, to approve the May 6, 2024 City Council meeting minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **INTRODUCTORY REMARKS**

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, June 3, at 7 p.m.

### **COMMUNICATIONS AND PETITIONS**

Ms. Tawnya Vehige, Manager of Old House in Hog Hollow, spoke in support of operational changes. She indicated that she was waiting for direction from staff regarding a determination whether two porches are part of the primary structure and whether they could be used for commercial service.

Mr. Phil Strasser, part-time employee of Old House in Hog Hollow, spoke in support of the business.

### **APPOINTMENTS**

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

### **COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION**

#### **Planning & Public Works Committee**

Bill No. 3505                      Amends City of Chesterfield ordinance 3255 to add an additional 16.679-acres of land zoned “C-8” Planned Commercial to an existing 96.017-acres of land zoned “PC&R” Planned Commercial and Residential District located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. City Attorney and City Administrator recommend that the second reading be postponed until the next meeting, 6/3/2024**

Councilmember Dan Hurt, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Moore, to postpone action on Bill No. 3505 until the next City Council meeting scheduled for June 3, 2024. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Wahl, to authorize the City Administrator to execute a contract with Lochmueller Group in an amount not to exceed \$2.1 million, and to approve a fund transfer from the General Fund Fund Reserve in the same amount, with the expressed intent to be reimbursed by the Chesterfield Valley TDD and the Chesterfield Regional TIF, as unanimously recommended by the Planning & Public Works Committee as well as the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – McGuinness, Wahl, Mastorakos, Hansen, Moore, Monachella, Budoor and Hurt. Nays – None. Mayor Nation declared the motion passed.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, May 23, at 5:30 p.m.

### **Finance & Administration Committee**

Councilmember Barbara McGuinness, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember Wahl, to approve the proposed 2025 City Council Meeting Schedule, as recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Hansen, to approve the Budget Workshop scheduled dates for 2024 and 2025, as recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to authorize a \$10,000 budget transfer from the General Fund Fund Reserve and to authorize the City Administrator to engage Captiva for the purpose of migrating historical information from the current website to a new, externally hosted website, as recommended by the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – Hansen, Monachella, Budoor, Hurt, Mastorakos, McGuinness, Wahl and Moore. Nays – None. Mayor Nation declared the motion passed.

Councilmember McGuinness made a motion, seconded by Councilmember Budoor, to approve the updated Chesterfield digital logo, color and usage guidelines, as recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

A motion to authorize the City Administrator to execute a contract with Lochmueller Group in an amount not to exceed \$2.1 million, and to approve a fund transfer from the General Fund Fund Reserve in the same amount, with the expressed intent to be reimbursed by the Chesterfield Valley TDD and the Chesterfield Regional TIF, as unanimously recommended by the Planning & Public Works Committee as well as the

Finance & Administration Committee, was approved under the Planning & Public Works portion of the agenda.

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

Councilmember Gary Budoor, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee is scheduled for Wednesday, May 22, at 5:30 p.m.

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

Councilmember Aaron Wahl, Chairperson of the Public Health & Safety Committee, announced that the next meeting of this Committee is scheduled for Monday, June 10, at 5:00 p.m.

### **REPORT FROM THE CITY ADMINISTRATOR**

City Administrator Mike Geisel reported that Staff is recommending award of a contract for Bikeable Walkable Community Plan. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending approval for a professional services agreement with Toole Design in an amount not to exceed the budgeted amount of \$95,000 for updating the City's Bikeable Walkable Community Plan. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Moore, Wahl, Hurt, Monachella, McGuinness, Budoor, Hansen and Mastorakos. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for City Hall Fountain Repair. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid for coating and sealing of the City Hall Fountain and authorization for the City Administrator to execute a contract with Western Specialty Contractors in an amount not to exceed \$85,000. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve this recommendation.

Councilmember Budoor made a motion, seconded by Councilmember McGuinness, to amend the motion by postponing action until the next City Council meeting on June 3, 2024. A roll call vote was taken with the following results: Ayes – Hansen, McGuinness and Budoor. Nays – Hurt, Mastorakos, Moore, Wahl and Monachella. The motion to amend was declared failed.

A roll call vote was taken on the original motion to approve the contract and expenditure, with the following results: Ayes – Monachella, Wahl, Moore, Hurt, Budoor and

Mastorakos. Nays – Hansen and McGuinness. Whereupon Mayor Nation declared the motion passed.

**OTHER LEGISLATION**

Bill No. 3507 Provides for the approval of a Boundary Adjustment Plat for a 38.028- acre tract of land zoned “PC&R” Planned Commercial and Residential District and “C-8” Planned Commercial District located at 100 Chesterfield Mall and 7 Chesterfield Mall in the Chesterfield Village Area A Phase One Plat One Subdivision (18s140288, 18s120147) **(First & Second Reading) Department of Planning recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first and second readings of Bill No. 3507. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3507 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3507 with the following results: Ayes – Moore, Mastorakos, Hurt, Budoor, Hansen, McGuinness, Monachella and Wahl. Nays – None. Whereupon Mayor Nation declared Bill No. 3507 approved, passed it and it became **ORDINANCE NO. 3296.**

**UNFINISHED BUSINESS**

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

**NEW BUSINESS**

There was no new business.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:00 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie McGownd, City Clerk

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



## **UPCOMING MEETINGS/EVENTS**

**A. Executive Session Minutes** – May 20, 2024

**B. City Council Meeting Minutes** – May 20, 2024

## **COMMUNICATIONS AND PETITIONS**

## **APPOINTMENTS**

**A.** Reappointment of Kenneth Voigt to the Police Personnel Board.



**DATE:** May 23, 2024  
**TO:** Michael O. Geisel, City Administrator  
**FROM:** Vickie McGownd, City Clerk *vjm*  
**SUBJECT:** Statutory Committee Re-Appointment

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Mayor Nation intends to nominate the following individual for re-appointment at the June 3, 2024 City Council meeting:

**Police Personnel Board**

Kenneth Voigt  
16778 Benton Taylor Drive  
Chesterfield, MO 63005  
314-640-1652  
kvoigt@keevenvoigt.com  
Ward IV  
New term expires 8/15/27

Please add this re-appointment to the June 3 City Council agenda.

## **PLANNING AND PUBLIC WORKS COMMITTEE**

Chair: Councilmember Hurt

- 1. Proposed Bill No. 3505 – P.Z. 03-2024 Chesterfield Village Mall:**  
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- 2. Proposed Bill No. 3508 – P.Z. 02-2024 18009 and 18045 N. Outer 40 Rd. (Gumbo Flats Properties, LLC):** An ordinance repealing City of Chesterfield Ordinance Number 2944 for a “PI” Planned Industrial District and creating a new “PI” Planned Industrial District for a 78.07 acre tract of land located on the north side of Outer 40 Road [P.Z. 02-2024 18009 and 18045 N. Outer Forty Road (Gumbo Flats Properties, LLC), 16W310045 and 16W240041]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee voted 2-2 and moves forward to City Council.**
  
- 3. Next Meeting – June 6, 2024**

### **NEXT MEETING**

The next Planning and Public Works Committee is scheduled for Thursday, June 6 2024, 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: James Eckrich, Director of Public Works/City Engineer *J.E.*

SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, May 9, 2024



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A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 9, 2024 in Conference Room 101.

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

Also in attendance were: Councilmember Michael Moore (Ward III); Jim Eckrich, Director of Public Works/City Engineer; and Theresa Barnicle, Executive Assistant.

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

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the April 18, 2024 Committee Meeting Summary

Councilmember Hansen made a motion to approve the Meeting Summary of April 18, 2024. The motion was seconded by Councilmember Monachella and **passed** by a voice vote of **4-0**.

## II. UNFINISHED BUSINESS

## III. NEW BUSINESS

### A. Selection of Officers and Committee Assignments

- Planning Commission Liaison – Councilmember Hansen
- Vice Chair of Planning & Public Works Committee – Councilmember Monachella
- Chesterfield Historic and Landmark Preservation Committee – Councilmember Mastorakos
- Board of Adjustment – Councilmember Hurt

Councilmember Monachella made a motion to approve the Selection of Officers and Committee Assignments. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of **4-0**.

**B. Schoettler Road Crosswalk:** A proposal to add a crosswalk on Schoettler Road near Logan Park (Ward 3).

**STAFF PRESENTATION**

Jim Eckrich, Director of Public Works/City Engineer stated that since the construction of Logan Park there have been several requests from residents to add a crosswalk so that those who would like to walk to Logan Park can do so safely. The City has contracted with Horner & Shifrin to design the next phase of the Schoettler Road Sidewalk Project, and within that project, asked them to analyze the request for a crosswalk in this area. Horner & Shifrin found that the area does meet the warrants for a crosswalk and recommended that an RRFB (Rectangular Rapid Flashing Beacon) be included. The crossing would be located toward the southern end of the park at a location which maximizes visibility on Schoettler Road. The crosswalk would tie-into existing sidewalk on the east side of Schoettler Road and the existing walking path within Logan Park. The estimated cost is \$17,600, which includes aggregate, concrete materials, painting, signage, and the RRFB. Labor for this project is anticipated to be performed in-house.

**DISCUSSION**

Councilmember Mastorakos stated her concern about the traffic volumes on Schoettler Road. She and Councilmember Hansen questioned if people would actually use the crosswalk. Councilmember Mastorakos also stated that she was concerned about the precedent the RRFB would create and that we would begin to receive myriad requests for these devices. Mr. Eckrich stated that he shared her concern about additional requests. The City Staff plans to ask the consultant chosen for the Bike Ped Plan Update to help create a policy for the future consideration of these devices. Chair Hurt stated that he supports limiting the use of these devices and perhaps one consideration could be only installing them where they lead to public property.

Councilmember Moore pointed out that there is only sidewalk on the east side of Schoettler Road and that pedestrians will be more likely to walk to the park if there is a safe crossing.

Councilmember Monachella had concerns that motorists will not obey the crosswalk and will not understand the flashing yellow of the RRFB. Discussion was held regarding the details of the RRFB and how it works. Mr. Eckrich stated that no solution is perfect, but in his opinion this option would be the best for the area.

Chair Hurt reiterated the need for a policy to govern the use of these devices moving forward.

**Consensus was reached that the item would be postponed until the next meeting. Prior to the next meeting, the Public Works Staff will mark the location of the proposed crosswalk so that committee members can see where it will be located in relation to Logan Park.**

**C. Wilson Avenue Asphalt Overlay:** A proposal to add the southern portion of Wilson Avenue from Clarkson Road to Wilson Manor Drive to the existing Asphalt Overlay Project (Ward 4).

**STAFF PRESENTATION**

In his presentation to the Committee, Mr. Eckrich detailed the current status of Wilson Avenue, with the northern part of Wilson Avenue being comprised of asphalt and the southern portion concrete. The concrete portion contains a longitudinal crack in both lanes which is prematurely degrading the condition of the concrete street.

Due to favorable pricing provided by the Asphalt Overlay contractor, City Staff recommended as part of the project authorization that the southern portion of Wilson Avenue be added to the Asphalt Overlay Project. This was approved by City Council but is being presented to PPW at this time to provide additional details and the reason for this request. Mr. Eckrich explained that typically the City does not overlay asphalt on concrete streets, but in this case it makes sense for the following reasons:

- There is a longitudinal crack in both lanes of Wilson Avenue which is causing the street to deteriorate prematurely. Treating that crack and then overlaying the street with asphalt will allow us to extend the life of Wilson Avenue and avoid a costly reconstruction.
- Most concrete streets in the City of Chesterfield contain a three-inch rolled curb. When those streets are overlaid, the asphalt reduces the curb capacity to one-inch or less. This can be detrimental during heavy storm events. The concrete curb on Wilson Avenue is a full six-inch curb that can accommodate a two-inch overlay, with four inches of curb remaining.
- While the City of Chesterfield overall has indicated a preference for concrete streets, we have data on Wilson Avenue that the residents in that area prefer that Wilson Avenue have the appearance of a rural / country road comprised of asphalt. The survey conducted prior to the recent grant application showed 75% of the residents in the area prefer Wilson Avenue as an asphalt road.
- Overlaying Wilson Avenue from Wilson Manor to Clarkson is estimated to cost \$200,000 and will extend the life of the pavement ten to twelve years. A concrete reconstruction is estimated to cost \$1,350,000.
- The remainder of Wilson Avenue is comprised of an asphalt driving surface.

Once overlaid, the southern portion of Wilson Avenue will have an asphalt surface course that matches the remainder of the road.

### **DISCUSSION**

Councilmember Hansen stated that she was in favor of this asphalt overlay and believed residents in the area would be very happy about this. She explained that many residents in her ward that live along Wilson Avenue have questioned why the asphalt overlay completed last year was not extended further south toward Clarkson Road. She asked for the timeline for the project, to which Mr. Eckrich responded that the overlay would likely be completed in late Summer.

Given the comments from Councilmember Hansen and the explanation from Mr. Eckrich, there were no objections from the other committee members. Chair Hurt clarified that this work has already been approved as part of the Asphalt Overlay project and no action is required from the Committee.

**No vote was required as this item brought up for discussion purposes only.**

- D. Allowance of Parking on Burkhardt Place:** A request for permission to allow parking on the north side of Burkhardt Place across from the YMCA (Ward 4).

### **STAFF PRESENTATION**

Mr. Eckrich presented the proposal from Stock and Associates, on behalf of McKelvey Homes. This proposal is a request for permission to construct ten parking spaces on the north side of Burkhardt Place across from the YMCA. These parking spots will be constructed by McKelvey

Homes and are intended to accommodate visitors to the residential units in that area. These would be public parking spaces. This parking proposal accommodates the existing configuration of Burkhardt Place by constructing the new parking spots outside of the existing bicycle lane. Mr. Eckrich stated that an ordinance is required to allow this parking as the City of Chesterfield Municipal Code currently prohibits parking on Burkhardt Place from Wild Horse Creek Road to Chesterfield Parkway.

### **DISCUSSION**

Councilmember Hansen was concerned that these spaces would not make much of a difference and would be detrimental to bicyclists. She stated that she is reluctant to approve this request.

Councilmember Monachella had concerns about the parallel parking spaces. She was not supportive of three parking spaces in a row and preferred the two spaces broken apart. She was also concerned about these spaces being located within a curve of the road. She felt that this proposal would be harmful to Burkhardt Place during heavy traffic times.

Councilmember Mastorakos agreed and cited other locations in the St. Louis area where parallel parking is dangerous and creates traffic problems. She stated that parking concerns were brought up by Councilmembers during approval of this development and Council was sufficiently told by the Developer that the parking was sufficient. She was certain that the parking spaces would be utilized more by patrons of the YMCA.

All members were in agreement that this proposal was more problematic than beneficial to the surrounding community.

**Councilmember Monachella made a motion to reject Allowance of Parking on Burkhardt Place. The motion was seconded by Councilmember Hansen and **passed by a voice vote of 4-0**.**

- E. Chesterfield Valley Interstate 64 Improvements:** A proposal to fund design and engineering services for the future construction of improvements to the Long Road Interchange and North Outer 40 from Chesterfield Parkway to Boone's Crossing, including a connection to the Monarch-Chesterfield Levee Trail (Ward 4).

### **STAFF PRESENTATION**

Mr. Eckrich gave some background of the City's pursuance of both the extension of North Outer Forty eastward to Chesterfield Parkway and a full access interchange at Long Road. These projects are defined projects in the Chesterfield Valley TDD (Long Road Interchange) and the Downtown Chesterfield TIF (North Outer 40 extension). While both of these Special Taxing Districts define these projects, there is not yet funding available for either project.

He went on to explain these projects are multi-year projects, requiring extensive studies and an Access Justification Report (AJR) approval by Federal Highways. Mr. Eckrich explained how an AJR works and that a preliminary design is necessary in order to pursue an AJR. He also discussed funding requirements and how an AJR is only authorized for a defined period of time. In order to pursue these projects a consultant must be chosen who can complete the necessary survey work, public engagement, preliminary design, and creation of the AJR(s). The consultant will also need to work with the City to secure funding through any available resource, including federal grants.

Mr. Eckrich stated that the Department of Public Works solicited Requests for Proposals from multiple firms who specialize in these types of projects. Ultimately, the Staff chose Lochmueller Group as the firm most qualified to perform the engineering services necessary to move forward with this project. This includes survey work, public engagement, preliminary design, cost estimates, creation of the AJR, and assistance with funding requests. The project scope has been delineated in detail by Lochmueller, and was included in the packet. The estimated fee for all the work necessary to move forward with both projects is \$2.1 million. The request today is that Council approve a \$2.1 million allocation from General Fund – Fund Reserves. These costs would be later be reimbursed to the General Fund via the Chesterfield Valley TDD and the Downtown Chesterfield TIF.

Mr. Eckrich concluded that the City’s Engineering Staff believes that this is an important project, supported by the inclusion of the Long Road Interchange in the Chesterfield Valley Transportation Development District (CVTDD) and the North Outer 40 Connection in the Downtown Chesterfield TIF. Mr. Eckrich clarified that the City has spoken to both MODOT and St. Louis County about these projects. While both agencies are supportive of the projects, they have stated that if the City desires to pursue these projects they will have to manage all aspects of the project. MODOT is willing to apply its planned construction funds for reconstruction of the Long Road overpass (approximately \$2 million) to the larger project, MODOT will not manage any project to enhance the Long Road interchange.

#### **DISCUSSION**

The Planning and Public Works Committee discussed this project in detail. Councilmember Hansen referenced a meeting she recently attended where members of the community discussed the importance of these projects. Chair Hurt agreed that now is a good time to pursue to the project due to a cooperative spirit between the City, MODOT, and St. Louis County. There was a consensus of the committee that now is the time to move these projects forward.

Mr. Eckrich stated that due to the size of this project it was also going to be considered by the Finance and Administration Committee of City Council on May 13.

**Councilmember Hansen made a motion to forward Chesterfield Valley Interstate 64 Improvements to City Council with a recommendation to approve.** The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

**[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on E. Chesterfield Valley Interstate 64 Improvements.]**

#### **IV. OTHER**

#### **V. ADJOURNMENT**

The meeting adjourned at 6:40 p.m.



# Memorandum

## Department of Planning

To: Michael O. Geisel, City Administrator  
From: Justin Wyse, Director of Planning *JW*  
Date: May 6<sup>th</sup>, 2024



RE: P.Z. 03-2024 Chesterfield Village Mall: An ordinance amendment to add an additional 16.679-acre tract of land zoned "C-8" Planned Commercial to an existing 96.017-acre tract of land zoned "PC&R" Planned Commercial and Residential District located on the south side of Interstate 64, east of Chesterfield Parkway.

### Summary

A request to add an additional 16-acres of land zoned "C-8" Planned Commercial to an existing 96-acres of land zoned "PC&R" Planned Commercial and Residential District. The existing "PC&R" district was established in 2023 and is governed under [Ordinance 3255](#). The proposed amendment would incorporate a connecting parcel into the District. Consent has been received from all applicable parties.

The 16-acres would be incorporated as "Area 4" and would be permitted commercial uses only. "Area 4" would be permitted a maximum of 280,000 square feet of these uses which is the size of the existing building onsite today.

A Public Hearing was held on April 8<sup>th</sup>, 2024 and no issues were raised. Planning Commission voted on the request on April 8<sup>th</sup>, 2024 and a motion to recommend approval passed by a vote of 6-0.

The request was reviewed by Planning & Public Works Committee on April 18<sup>th</sup>, 2024. At that time, the Committee made a motion to recommend approval. The motion passed by a vote of 4-0.



Figure 1: Subject Site

BILL NO. 3505

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

AN ORDINANCE AMENDING CITY OF CHESTERFIELD ORDINANCE 3255 TO ADD AN ADDITIONAL 16.679-ACRES OF LAND ZONED "C-8" PLANNED COMMERCIAL TO AN EXISTING 96.017-ACRES OF LAND ZONED "PC&R" PLANNED COMMERCIAL AND RESIDENTIAL DISTRICT LOCATED SOUTH OF INTERSTATE 64, WEST OF CLARKSON ROAD, AND EAST OF CHESTERFIELD PARKWAY.

WHEREAS, the petitioner, the City of Chesterfield, is requesting an ordinance amendment to add an additional 16.679-acres of land zoned "C-8" Planned Commercial to an existing 96.017-acres of land zoned "PC&R" Planned Commercial and Residential District; and,

WHEREAS, a Public Hearing was held before the Planning Commission on April 8<sup>th</sup>, 2024; and,

WHEREAS, the Planning Commission having considered said request, recommended approval of the ordinance amendment; and,

WHEREAS, the Planning and Public Works Committee, having considered the request, recommended approval of the ordinance amendment; and,

WHEREAS, the City Council, having considered said request, voted to approve the ordinance amendment.

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PC&R" Planned Commercial and Residential District for 112.696 acres of land located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway and described as follows:

#### AREA 1

Beginning at the southeastern corner of Lot C-108 of Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, said point also being located on the northern right-of-way line of West Chesterfield Parkway, variable width; thence along the eastern line of said lot C-108, North 02 degrees 24 minutes 55 seconds East, 153.50 feet to the northeastern corner thereof, thence along the northeastern lines of said Lot C108 and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following courses and distances: North 52 degrees 55 minutes

05 seconds West, 837.00 feet; North 18 degrees 15 minutes 05 seconds West, 305.01 feet and North 64 degrees 14 minutes 40 seconds West, 41.67 feet to the beginning of a non-tangent curve to the left having a radius of 432.37 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 07 seconds West, 106.62 feet to the beginning of a non-tangent curve to the right having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears South 73 degrees 46 minutes 00 seconds West, 248.28 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 75.03 feet and a chord which bears North 05 degrees 18 minutes 40 seconds East, 75.00 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, thence along southern and eastern lines of said Chesterfield Village Area A Phase 1 Plat 2 the following courses and distances: South 84 degrees 40 minutes 43 seconds East, 14.48 feet to a non-tangent curve to the left having a radius of 262.50 feet, an arc length of 191.02 feet and a chord which bears North 74 degrees 28 minutes 28 seconds East, 186.83 feet; North 53 degrees 37 minutes 39 seconds East, 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 507.82 feet, an arc length of 160.61 feet and a chord which bears North 62 degrees 41 minutes 17 seconds East, 159.94 feet; North 27 degrees 29 minutes 54 seconds East, 207.73 feet; North 14 degrees 25 minutes 19 seconds East, 758.46 feet and North 08 degrees 46 minutes 20 seconds East, 85.00 feet to the northmost corner of New Section B of the Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One, Plat Book 334, Pages 65 and 65A; thence along the northern and eastern lines of said New Section B the following courses and distances: South 75 degrees 34 minutes 41 seconds East, 51.88 feet; South 12 degrees 26 minutes 49 seconds East, 123.89 feet and North 77 degrees 33 minutes 11 seconds East, 143.58 feet; thence departing the southern line of said New Section B the following courses and distances: South 12 degrees 23 minutes 25 seconds East, 245.62 feet; North 77 degrees 36 minutes 34 seconds East, 106.66 feet and North 12 degrees 26 minutes 49 seconds West, 5.73 feet to the northern line of above said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds East, 451.32 feet and South 12 degrees 26 minutes 49 seconds East, 13.15 feet; thence departing the western line of said New Section B the following: North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangential curve to the right having a radius of 500.16 feet; along said curve with an arc length of 62.49 feet and a chord which bears South 25 degrees 27 minutes 14 seconds East, 62.45 feet to its intersection with the north line of said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds

East, 61.46 feet and to a point on a non-tangent curve to the left having a radius of 515.00 feet, said point also being located on the west line of Lot C 106 of above said Chesterfield Village A Phase One Plat One; thence along said curve with an arc length of 155.67 feet and a chord which bears North 32 degrees 57 minutes 40 seconds West, 155.08 feet to the western most corner of said Lot C 106; thence along the northwestern lines of said Lot C 106 the following: North 50 degrees 55 minutes 27 seconds East, 245.99 feet and North 32 degrees 52 minutes 18 seconds East, 32.53 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 57 degrees 07 minutes 42 seconds East, 341.40 feet to the northwest corner of that part of Chesterfield Center vacated by City of Chesterfield Ordinance Number 511, and recorded in Book 8872, Page 2431 of above said records; thence along the north, east and south lines of said vacation the following courses and distances: continuing Southeasterly along said line, South 57 degrees 07 minutes 42 seconds East, 21.18 feet; South 42 degrees 52 minutes 34 seconds East, 8.16 feet to the beginning of a non-tangent curve to the right having a radius of 61.00 feet, an arc length of 31.10 feet and a chord which bears South 13 degrees 33 minutes 13 seconds West, 30.76 feet; South 28 degrees 09 minutes 48 seconds West, 126.11 feet to the beginning of a curve to the right having a radius of 495.58 feet, an arc length of 17.10 feet and a chord which bears South 29 degrees 9 minutes 7 seconds West 17.10 feet; South 30 degrees 07 minutes 59 seconds West, 34.42 feet and North 69 degrees 47 minutes 38 seconds West, 19.46 feet to the eastern most corner of above said Lot C 106; thence along the southern line of said Lot C 106, South 77 degrees 7 minutes 6 seconds West, 290.42 feet; to the east line of New Section A of Lot C101F of above said Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One; thence along said east lines of said New Section A the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 451.59 feet; South 56 degrees 32 minutes 18 seconds East, 43.09 feet to the beginning of a non-tangent curve to the right having a radius of 473.00 feet, and along said curve with an arc length of 151.21 feet and a chord which bears South 89 degrees 38 minutes 16 seconds East, 150.56 feet; thence crossing Chesterfield Center Drive; South 12 degrees 32 minutes 53 seconds West, 100.14 feet to the north line of Lot C 102 of above said Chesterfield Village A Phase One Plat One, said point also being located on a non-tangent curve to the right having a radius of 373.00 feet; thence along said north line and last said curve with an arc length of 137.75 feet and a chord which bears South 70 degrees 43 minutes 56 seconds East, 136.97 feet; thence South 11 degrees 41 minutes 44 seconds East, 41.56 feet to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 34 degrees 27 minutes 25 seconds West, 386.00 feet; South 23 degrees 33 minutes 07 seconds West, 181.60 feet; South 31 degrees

8 minutes 12 seconds West, 828.33 feet and South 85 degrees 41 minutes 13 seconds West, 26.89 feet to the northern right-of-way line of above said West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 49 minutes 52 seconds West, 332.74 feet; North 82 degrees 51 minutes 36 seconds West, 126.21 feet; North 82 degrees 52 minutes 12 seconds West, 37.73 feet and South 86 degrees 45 minutes 4 seconds West, 35.95 feet to the POINT OF BEGINNING. Containing 2,902,238 square feet or 66.626 acres, more or less.

## AREA 2

A tract of land being Lot C101D of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101D, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width, said point also being located on a curve to the left having a radius of 2,914.93 feet; thence along said right-of-way line the following courses and distances: southeasterly along said curve with an arc length of 477.12 feet and a chord which bears South 40 degrees 27 minutes 57 seconds East, 476.59 feet; South 44 degrees 50 minutes 42 seconds West, 10.00 feet; to the beginning of a curve to the left having a radius of 2,924.93 feet an arc length of 231.79 feet and a chord which bears South 47 degrees 25 minutes 30 seconds East, 231.70 feet to the southeast corner of above said Lot C101D; thence along the southeastern line of said Lot C101D, South 40 degrees 18 minutes 17 seconds West, 194.14 feet to the west line of said Lot C101D; thence along said west line the following courses and distances: North 42 degrees 53 minutes 57 seconds West, a distance of 124.85 feet; South 47 degrees 06 minutes 03 seconds West, 5.00 feet; to the beginning of a non-tangent curve to the left having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears North 64 degrees 53 minutes 28 seconds West, 299.58 feet to the southwest corner of said Lot C101D; thence along the western lines of said Lot C101D the following: North 12 degrees 26 minutes 49 seconds West, 397.78 feet and North 54 degrees 13 minutes 23 seconds East, 121.24 feet to the POINT OF BEGINNING. Containing 152,812 square feet or 3.508 acres, more or less.

## AREA 3

Tracts of land being Lots C110, C111, C112, and C113 of Chesterfield Village Area A Phase One Plat Two as recorded in Plat Book 166, Page 84; and Part of

Us. Survey 415, as described in Book 10308, Page 1461 both of the St. Louis County Records, located in U.S. Surveys 415 and 2022, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the southwestern corner of above said Lot C110, said point also being located on the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, Said point also being located on a non-tangent curve to the right having a radius of 763.50 feet, thence along said right-of-way line the following courses and distances: along said curve with an arc length of 45.90 feet and a chord which bears North 10 degrees 04 minutes 33 seconds East, 45.90 feet; North 11 degrees 34 minutes 17 seconds East, 735.22 feet to the beginning of a curve to the left having a radius of 3,036.50 feet; along said curve with an arc length of 79.87 feet and a chord which bears North 10 degrees 49 minutes 04 seconds East 79.87 feet; North 10 degrees 03 minutes 51 seconds East, 1,599.81 feet to the beginning of a non-tangent curve to the right having a radius of 1,113.50 feet and a chord which bears North 17 degrees 03 minutes 36 seconds East, 269.98 feet and North 71 degrees 18 minutes 34 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following: South 69 degrees 05 minutes 13 seconds East, 32.21 feet and South 59 degrees 27 minutes 09 seconds East, 11.64 feet to the northwest corner of a tract of land as conveyed to First Baptist Church, by instrument recorded in Book 5232, Page 199 of above said records, thence along the west, south and eastern lines of said Church tract the following courses and distances: South 34 degrees 10 minutes 41 seconds West, 180.51 feet; South 55 degrees 53 minutes 58 seconds East, 137.63 feet; North 34 degrees 59 minutes 13 seconds East, 43.04 feet; North 15 degrees 05 minutes 30 seconds East, 47.83 feet and North 27 degrees 03 minutes 38 seconds East, 17.67 feet and North 35 degrees 05 minutes 17 seconds East, 82.29 feet to the southern right-of-way line of above said Chesterfield Airport Road; thence along said right-of-way line the following: South 59 degrees 27 minutes 09 seconds East, 84.03 feet and South 33 degrees 54 minutes 11 seconds East, 408.23 feet to the easternmost corner of above said Lot C111; thence along the eastern and southern lines of said Chesterfield Village Area A Phase One Plat Two the following courses and distances: South 02 degrees 31 minutes 25 seconds West, 74.82 feet; South 28 degrees 18 minutes 26 seconds West, 85.00 feet; South 60 degrees 52 minutes 24 seconds West, 334.47 feet; South 08 degrees 46 minutes 20 seconds West, 912.12 feet; South 14 degrees 25 minutes 19 seconds West, a distance of 758.46 feet; South 27 degrees 29 minutes 54 seconds West, 207.73 feet to the beginning of a non-tangent curve to the left having a radius of 507.82 feet; along said curve with an arc length of 160.61 feet and a chord which bears South 62 degrees 41 minutes 17 seconds West, 159.94 feet; South 53 degrees 37 minutes 39 seconds West, a

distance of 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 262.50 feet; along said curve with an arc length of 191.02 feet and a chord which bears South 74 degrees 28 minutes 28 seconds West, 186.83 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the POINT OF BEGINNING. Containing 1,127,465 square feet or 25.883 acres more or less.

#### AREA 4

A tract of land being Lot C101C of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101C, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width,; thence along said right-of-way line the following courses and distances: South 33 degrees 55 minutes 06 seconds East, 82.93 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 12.29 and a chord which bears South 34 degrees 02 minutes 13 seconds East, 12.29 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 62.02 feet and a chord which bears South 35 degrees 10 minutes 01 seconds East, 62.02 feet to the northernmost corner of Lot C101D of above said Chesterfield Village A Phase One Plat One; thence along the western line of said Lot C101D the following courses and distances: South 54 degrees 13 minutes 23 seconds West, 121.24 feet; South 12 degrees 26 minutes 49 seconds East, 397.78 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears South 64 degrees 53 minutes 28 seconds East, 299.58 feet; North 47 degrees 06 minutes 03 seconds East, 5.00 feet; South 42 degrees 53 minutes 57 seconds East, 124.85 feet to the northwest corner of Lot C107 of the Boundary Adjustment Plat of plat of Lots C106 & C107 of Chesterfield Village A Phase One Plat One. as recorded in Plat Book 225, Page 39 of above said records; thence along the west lines of said Lot C107 and C106 , the following: South 42 degrees 50 minutes 52 seconds East, 411.70 feet to the beginning of a non-tangent curve to the right having a radius of 515.00 feet; along said curve with an arc length of 168.39 feet and a chord which bears South 33 degrees 40 minutes 07 seconds East, 167.64 feet to the south line of said Lot C101C,; thence along said south line, South 77 degrees 33 minutes 11 seconds West, 61.46 feet

a non-tangent curve to the left having a radius of 500.16 feet; then departing said south line along last said curve with an arc length of 62.49 feet and a chord which bears North 25 degrees 27 minutes 14 seconds West, 62.45 feet; thence South 77 degrees 33 minutes 11 seconds West, 422.43 feet to the east line of said Lot C101C; thence along the east and south lines of said Lot C101C, the following: North 12 degrees 26 minutes 49 seconds West, 13.15 feet and South 77 degrees 33 minutes 11 seconds West, 451.32 feet; thence departing said south line the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 5.73 feet; South 77 degrees 36 minutes 34 seconds West, 106.66 feet and North 12 degrees 23 minutes 25 seconds West, a distance of 245.62 feet to its intersection with the south line of said Lot C101C; thence along the southern and western lines of said Lot C101C the following: South 77 degrees 33 minutes 11 seconds West, 143.58 feet; North 12 degrees 26 minutes 49 seconds West, 123.89 feet and North 75 degrees 34 minutes 41 seconds West, 51.88 feet to the west line of said Lot C101C; thence along said west line, North 08 degrees 46 minutes 20 seconds East, 177.14 feet to the south line of Lot C101E of Chesterfield Village A Phase One Plat One; thence along the northern and eastern lines of said Lot C101E the following courses and distances: North 36 degrees 46 minutes 20 seconds East, 137.91 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 284.70 feet and a chord which bears North 57 degrees 09 minutes 42 seconds East, 278.73 feet; North 77 degrees 33 minutes 11 seconds East, 134.34 feet; North 12 degrees 26 minutes 49 seconds West, 419.05 feet and North 28 degrees 18 minutes 26 seconds East, 233.25 feet to the POINT OF BEGINNING. Containing 726,544 square feet or 16.679 acres, more or less.

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 the City of Chesterfield in P.Z. 03-2024 requesting the amendment embodied in this ordinance, and pursuant to the recommendations of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 8<sup>th</sup> day of April, 2024, 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 Unified Development Code of the City of Chesterfield.



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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

PRESIDING OFFICER

\_\_\_\_\_

Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_

Vickie McGownd, CITY CLERK

FIRST READING HELD: 5/6/2024

## ATTACHMENT A

**All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein or to be addressed in the Site Development Concept Plan and/or the Site Development Section Plans.**

This ordinance provides a framework for various development requirements established in this ordinance, criteria to be established on the Site Development Concept Plan, and criteria to be established on Site Development Section Plans. This framework is to deliver a “Downtown Concept”: a diverse residential and commercial mixed-use environment in which residential and commercial uses that are integrated.

### I. SPECIFIC CRITERIA FOR ALL DEVELOPMENT

Residential and commercial uses may be combined in the same building, combined on the same lot in separate buildings or on separate lots within the development (when each use is permitted on the lot and is consistent with the ordinance and the approved Site Development Concept Plan / Site Development Plan).

#### A. PERMITTED USES

1. The uses allowed in this PC&R District (“District”) shall be:
  - a. Administrative offices for educational or religious institutions
  - b. Church and other places of worship
  - c. Community center
  - d. Library
  - e. Parks
  - f. Dwelling, multi-family
  - g. Single Family Attached
  - h. Single Family Detached
  - i. Home Occupation
  - j. Art Gallery
  - k. Art Studio
  - l. Auditorium

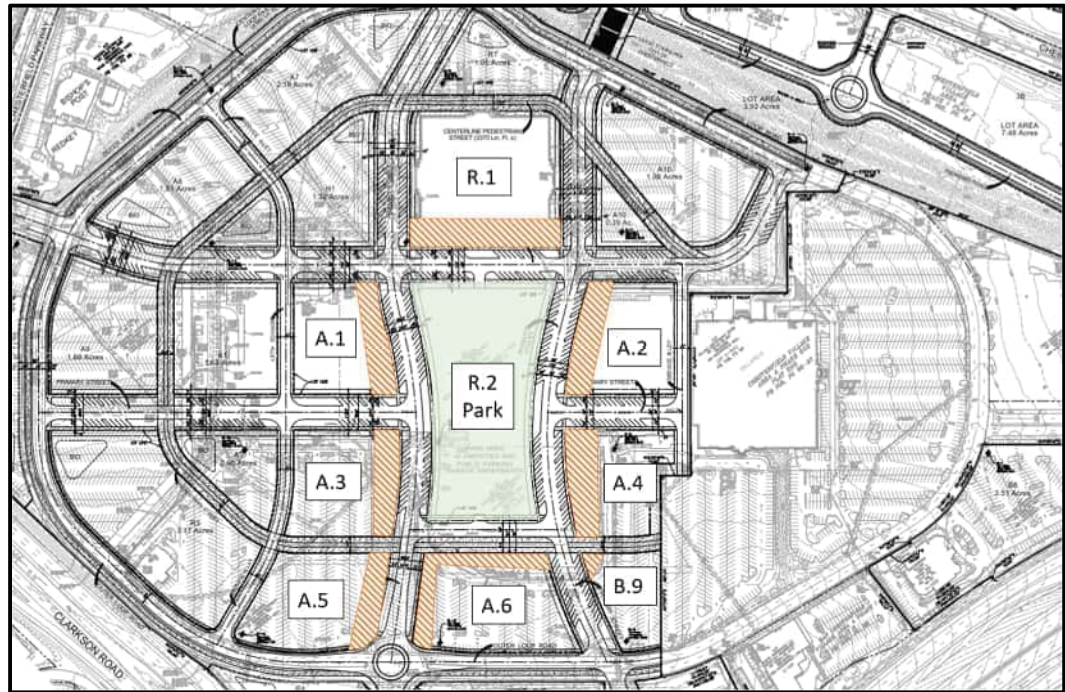
- m. Banquet Facility
- n. Club
- o. Farmer's market
- p. Gymnasium
- q. Museum
- r. Reading Room
- s. Recreation Facility
- t. Office-dental
- u. Office-general
- v. Office-medical
- w. Automobile Dealership (Storefront Only)
- x. Bakery
- y. Bar
- z. Bowling Center
- aa. Brewery
- bb. Brewpub
- cc. Coffee shop
- dd. Grocery-community
- ee. Grocery-neighborhood
- ff. Grocery-supercenter
- gg. Newspaper stands.
- hh. Restaurant-sit down
- ii. Restaurant-fast food – No Drive Thru
- jj. Restaurant-takeout
- kk. Retail sales establishment – Neighborhood

- ll. Retail sales establishment – Community
- mm. Retail sales establishment – Regional
- nn. Animal grooming service
- oo. Barber or beauty shop
- pp. Broadcasting studio
- qq. Commercial service facility
- rr. Day care center
- ss. Drug store and pharmacy
- tt. Dry cleaning establishment
- uu. Financial institution, no drive-thru
- vv. Hospital
- ww. Hotel and motel
- xx. Hotel and motel-extended stay
- yy. Kennel, boarding
- zz. Kennel, private
- aaa. Laboratory-professional, scientific
- bbb. Laboratory
- ccc. Laundromat
- ddd. Nursing home
- eee. Parking area (stand-alone), including garages for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
- fff. Professional and technical service facility
- ggg. Research laboratory and facility
- hhh. Theatre, indoor
- iii. Theatre, outdoor
- jjj. Veterinary clinic

- kkk. College/university
- lll. Kindergarten or nursery school
- mmm. Specialized private school.

2. The District shall prioritize the following:

- a. Ground floor development shall be a mix of pedestrian-oriented commercial/retail in the following locations: on the portion of the parcels that face the primary streets that flank Park Area R2 (parcels A1, A2, A3, A4, A6 and R1) and on the portion of the parcels that face the roundabout and primary street coming off Clarkson Road (parcels A5 and A6) and the corner of the parcel at the primary street and pedestrian walkway (parcel B9) as shown on the Preliminary Development Plan.

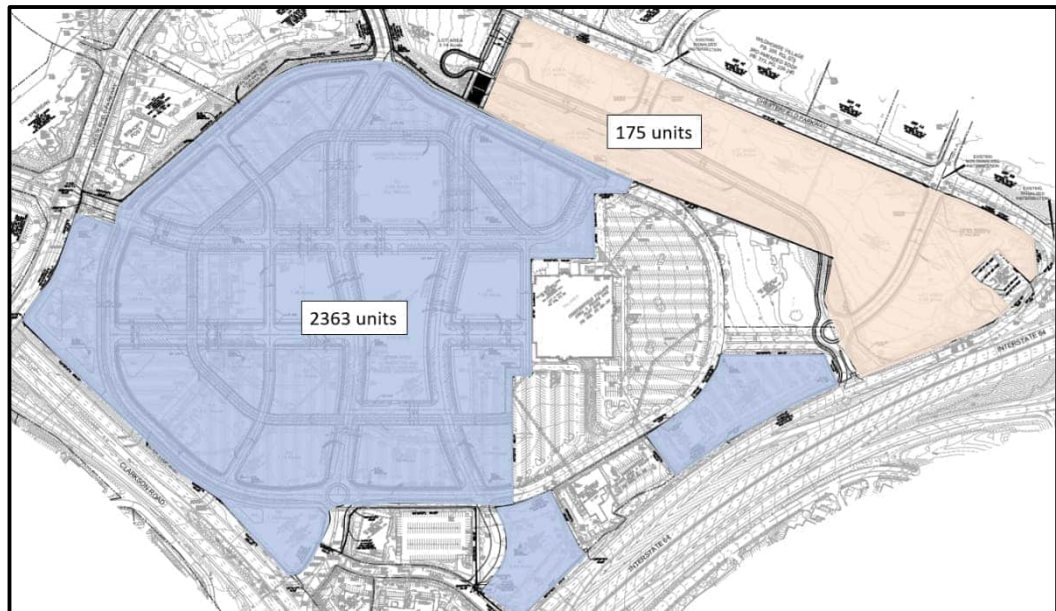


- b. Developer shall prioritize build-to-line, excluding sidewalks, in lieu of prescribed setbacks on the portion of the primary streets that flank Park Area R2 shown on the Preliminary Development Site Plan.
- c. Parcels B1, B2, and B8 as shown on the Preliminary Development Plan shall only be used for commercial uses as defined in Section 405.03.040 J, PC & R Planned Commercial & Residential District of the UDC and as permitted in this Attachment.
- d. Area 4, as shown on the Preliminary Development Plan, shall only be used for commercial uses as permitted in this Attachment.

3. Hours of Operation.
  - a. Hours of operation for this “PC&R” District shall not be restricted.
4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

**B. DENSITY, HEIGHT, SET BACKS AND OPEN SPACE REQUIREMENTS**

1. Density Limitations
  - a. The cumulative gross floor area for Commercial Uses in this District for Areas 1, 2, and 3 shall be limited to not more than a Floor Area Ratio (F.A.R.) = .75 Floor Area Ratio (F.A.R.) shall be Calculated by Total Gross Floor Area of all buildings divided by the Gross Area of land within the “PC&R” District. F.A.R. shall not be calculated on a lot-by-lot basis.
  - b. The maximum number of residential units allowable within Areas 1, 2, and 3 of this District shall not be more than 2363 units cumulatively on Parcels A1-A10, B1, B2, B8, B9, R1, R3, R4 and H-1 on the Preliminary Development Plan and 175 units on Parcels 3A and 3B on the Preliminary Development Plan.



- c. The maximum number of rooms for hotels and lodging in Areas 1, 2, and 3 shall be 300 rooms; the maximum number of square feet for hotels and lodging shall be 350,000 square feet.
    - d. Area 4 shall be permitted a maximum of 280,000 square feet of non-residential uses.

- e. Developer shall provide a distribution of density by area on the Site Development Concept Plan. The Site Development Concept Plan shall be amended when allocation of density changes.

2. Height Requirements

Total building height for any permitted use shall not exceed 200 feet or 15 stories whichever is more as measured from street elevation.

3. Setbacks

No setbacks are prescribed herein and build-to-line is permitted. All other setbacks and/or build to lines shall be as approved on the Site Development Concept Plan or Site Development Section Plans.

4. Open Space Requirements

Open space in Park Area R2 and Area 3A south of Chesterfield Parkway and Park Circle shall be provided on the Site Development Concept Plan and substantially conform to the Preliminary Development Site Plan. Where known, additional open spaces including pocket parks, plazas, natural areas and seating areas shall be depicted on the Site Development Concept Plan and/or Site Development Sections Plans. Proposed location(s) of public art may be depicted on the Site Development Concept Plan and/or Site Development Section Plans.

## **C. BUILDING AND STRUCTURE FUNCTION**

1. Ground floor of all buildings shall include pedestrian access to retail, restaurant, office, multi-family residential, or hotel use-when those uses are present.
2. Private parking access shall not be permitted along portions of the primary streets that flank Park Area R2. Private parking garage access is permitted from other primary streets locations and service alleys.
3. Trash pickup, building receiving and loading, utility and service functions shall be located at the rear of buildings along the outer loop road and off service alleys.

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

1. Public parking garages and on-street parking satisfies parking requirements for all ground floor commercial (retail, restaurant, art galleries, entertainment, art or other pedestrian-oriented uses), as defined on the Site Development Concept Plan or Site Development Section Plans. All other uses shall provide parking in accordance with this ordinance.
2. Public parking in garages and on-street parking for the existing department store in Area R1 meets parking requirements for that use.

3. Parking shall be calculated for each use category as follows:

Minimum Parking Required

Retail/Restaurant: 4.0 Parking Ratio / 1,000 G.F.A.  
Grocery: 5.0 Parking Ratio / 1,000 G.F.A.  
Office: 3.0 Parking Ratio / 1,000 G.F.A.  
Residential: 1.5 Parking spaces per unit  
Hotel: 0.8 Parking spaces per room

4. Off-street surface parking shall be allowed as shown on the Site Development Concept Plan but shall be minimized and designed to mitigate the visual impact on the development and be consistent with the purpose and intent of this PC&R District.
5. Off-street parking located within Area 4 of the Preliminary Development Plan shall be permitted surface parking. In the event of new development or redevelopment within this Area, surface parking shall be subject to sub-section D.4 above.
6. Joint parking to meet minimum parking standards may be permitted through approval of the Site Development Section Plan and shall require an appropriate legal instrument binding the owners of the properties and their successors and assigns to the agreement.
7. Parking lots shall not be used as streets.
8. No construction related parking shall be permitted within rights of way or on any existing roadways. All construction related parking shall be confined to the District. Construction parking shall be depicted on all Improvement Plans for lots within the district.

## **E. LANDSCAPING AND TREE REQUIREMENTS**

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code and submit a Concept Landscape Plan with the Site Development Concept Plan. Landscaping shall enhance the pedestrian experience, compliment architectural features, provide shade and screen utility areas and surface parking. The developer shall provide for street furnishings such as benches, planters, bike racks, drinking fountains, pedestrian trash receptacles, public art and water features in the Site Development Concept Plan. Locations for street furnishings shall be detailed in the Site Development Concept Plan and Site Development Section Plans.

## **F. SIGN REQUIREMENTS**

1. The development shall adhere the City's Sign Code and/or submit a Comprehensive Sign Package by Area as depicted in the Site Development



Concept Plan and/or Site Development Section Plans. All individual signs including street and wayfaring signage in the public and private spaces shall be coordinated and consistent with the signage concept contained therein.

#### **G. LIGHTING REQUIREMENTS**

1. The development shall adhere to the City's Lighting Code and/or submit an Architectural Specialty Lighting Package. All lighting, in the public and private spaces, shall be coordinated and consistent with the lighting concept contained therein.

#### **H. ARCHITECTURAL REQUIREMENTS**

1. The developer shall submit design standards for public spaces and street character in the Site Development Concept Plan and/or Site Development Section Plans. Site Development Concept and/or Section Plans shall contain design standards that create visually appealing development pattern consistent with the intent of the Downtown Concept. Section plans shall contain architectural elevations, colored renderings and building materials to be reviewed by the Architectural Review Board and subject to approval by the Planning Commission.
2. Building facades should be articulated by using color, arrangement or change in materials to emphasize the façade elements. The planes of exterior walls may be varied in height, depth, or directions.
3. Trash enclosures: The location, material, and elevation of any trash enclosure will be approved on the Site Development Concept Plan or Site Development Section Plan. All exterior trash areas, except pedestrian trash receptacles, will be enclosed with a six (6) foot high sight-proof enclosure with materials that match the adjacent structures and complemented by adequate landscaping as approved on the Master Landscape Package.
4. Mechanical equipment shall be adequately screened in accordance to the Architecture Review Design Standards.

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

1. Access to the development from external roadways shall be shown on the Site Development Concept Plan and as directed by the City of Chesterfield, the Missouri Department of Transportation and the St. Louis County Department of Transportation, as applicable.
2. Any improvements within Missouri Department of Transportation's right-of-way will require a permit. The entrance geometries and drainage design shall be in accordance with Missouri Department of Transportation standards.
3. No gated streets will be permitted.

4. Cross access shall be provided to adjoining properties as directed by the City of Chesterfield.

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

1. Sidewalks shall substantially conform with the Preliminary Development Plan. ADA compliant sidewalks will be required along all roadways and connections to existing sidewalks of all roadways adjacent to the District shall be provided. The design and layout of the sidewalks and pedestrian ways shall be detailed in the Site Development Concept Plan and Site Development Section Plans.
2. Sidewalks and pedestrian trails/bicycle path shall provide future connectivity to adjacent developments and/or roadway projects. Sidewalks may be located within a right-of-way controlled by another agency if permitted by that agency, or on private property within an easement dedicated to the City for public use but to be maintained by the property owner.
3. Evaluate and provide pedestrian access and connectivity from the District to Central Park in the Site Development Concept Plan.
4. On-street parking shall substantially conform with the Preliminary Development Plan. On-street parking stalls shall be designed and located such that vehicles do not back out into an intersection. Corner clearance distance shall be not less than 30 feet between the edge of the parking stall and the intersection. The design and layout of the on-street parking shall be finalized on the Site Development Concept Plan.
5. Obtain approvals from the City of Chesterfield, St. Louis County Department of Transportation, and the Missouri Department of Transportation as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation, St. Louis County Department of Transportation, and the City of Chesterfield.
7. Pedestrian crossing of roadways is required to be at a 90-degree angle in order to minimize the crossing distance for pedestrians.
8. Internal streets and sidewalks shall be private and remain private forever unless an alternate agreement is reached and executed between the City of Chesterfield and TSG Downtown Chesterfield Redevelopment LLC whereby the City accepts the internal streets and/or sidewalks as public. The City is under no obligation to enter into such an agreement.

**K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or Missouri Department of Transportation and/or St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, an updated model shall be required.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrances, as directed. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield, St. Louis County Department of Transportation and/or the Missouri Department of Transportation as applicable.

**L. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system. Formal review, approval and permits by Metropolitan St. Louis Sewer District is required.
2. Stormwater management shall comply with the Chesterfield Village Southwest Quadrant Storm Water Management Plan exhibit (MSD P-002807800) as directed by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

**M. SANITARY SEWER**

1. Provide public sewer service for the site including sanitary force mains, gravity lines and/or regional pump stations, in accordance with Metropolitan St. Louis Sewer District (MSD) and the City of Chesterfield regulations.
2. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
3. Extension of public sanitary sewer lines will be necessary to serve this site and proper easements may be required. Private sanitary sewer laterals may not cross property lines. The receiving sanitary sewer system(s) shall be evaluated to ensure adequate capacity and to ensure the project has no negative impacts to the existing systems.

4. The project is in the Caulks Creek Service Area and subject to the Caulks Creek Surcharge. Sanitary flow rates leaving the sites shall be limited to the maximum extent practical. The maximum allowable sanitary flow release rate is 1.98 CFS. The 1.98 CFS rate includes all phases of the development as well as any existing uses.
5. MSD will allow the entire site to connect to the public sanitary system as proposed after the completion of the Caulks B Pump Station Replacement project. MSD will allow a portion of the development to connect to the sanitary system prior to completion of the replacement pump station for Caulks B limited by based on the actual flows at the existing pump stations, its capacity, anticipated flows from the development.
6. Formal plan submittal and approval will be required by the MSD prior to the issuance of permits.

#### **N. POWER OF REVIEW**

The City Council shall have automatic power of review of all Site Development Plans, Site Development Concept Plans, and Site Development Section Plans for the subject development. The City Council will then take appropriate action relative to the proposal.

#### **O. CITY COUNCIL REVIEW OF SITE DEVELOPMENT CONCEPT PLANS, SITE DEVELOPMENT PLANS AND SITE DEVELOPMENT SECTION PLANS**

The City Council reserves full authority to deny any request for approval of a Site Development Concept Plan, Site Development Plan or Site Development Section Plan (each a "Development Plan"), or to impose conditions on their approval. The City Council shall not approve a Development Plan unless it finds that the application and evidence presented clearly indicate that the proposed Development Plan:

1. Will contribute to and promote a diverse residential and commercial mixed-use environment in which residential and commercial uses are integrated pursuant to a downtown concept;
2. Will contribute to and promote a creative and coordinated design and architectural styles;
3. Will contribute to and promote efficient and effective pedestrian and vehicular circulation;
4. Complies with the Unified Development Code (unless modified herein), the City's Comprehensive Plan, as amended from time to time, and the provisions of this Ordinance; and

5. Is consistent with the June 15, 2023 Narrative submitted by the Applicant, Attached hereto as Exhibit C.

In the property owner(s) discretion, a Site Development Concept Plan may be submitted for Area 1, 2, and 3 and a separate Site Development Concept Plan (or Site Development Plan) may be submitted for Area 4.

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

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

#### **Q. SUPPLEMENTATION, MODIFICATION, AND/OR ALTERATION**

Upon application from a petitioner, any performance standard provided in this Attachment "A" or required by any other District regulation or Ordinance of the City may be supplemented, modified, or altered in the Site Development Concept Plan or Site Development Section Plan provided such supplement, modification and/or alteration will further the purpose and intent of the PC&R District. A public hearing is not required in the process and recommendation by the Planning Commission will be forwarded by the City Council for final approval.

#### **R. MISCELLANEOUS**

1. All utilities shall be installed underground.
2. Prior to record plat approval, the developer shall cause, at its expense and prior to recording any plat, the reestablishment, restoration or appropriate witnessing of Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary US Survey Corners located on or near the development site must be protected and shall be restored if disturbed due to construction.
3. Prior to the release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and the United States Public Land Survey Corners have not been disturbed during construction activities or that have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.

4. Any retaining wall along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
5. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
6. Applicant/Owners of parcels submitting Site Development Section Plans shall be required to contribute a Traffic Generation Assessment (TGA) of the applicable as established by Ordinance 3207 or amendments thereafter to the City of Chesterfield. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield.
7. The TGA deposit shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
8. The developer is advised that utility companies will require compensation for relocation of their facilities with public road right of way. Utility relocation cost shall not be considered an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of the extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
9. Kiosks are allowed in the District provide they do not impede pedestrian and vehicular traffic and meet ADA accessibility requirements. Kiosks can be an arrangement of mobile units, fixed units, or a mixture of both joined together to form a structure not to exceed 100 square feet. Uses within kiosks will be approved uses in this Attachment. A Special Activity Permit may be required as directed by the City of Chesterfield.

## **II. GENERAL CRITERIA**

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

The Site Development Concept Plan shall include all items previously referenced in this Attachment, **be consistent with Section O. of this ordinance**, and:

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code and as required herein.

2. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Transportation, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
3. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.
4. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
5. Out boundary plat and legal description of property.
6. A note indicating all utilities will be installed underground.
7. Adhere to the Tree Preservation and Landscape requirements of the UDC and submit a Concept Landscape Plan.
8. Adhere to the Lighting requirements of the UDC and/or submit a Specialty Lighting package.
9. Adhere to the Signage requirements of the UDC and/or submit a Comprehensive Sign Package.
10. Provide design standards for all public spaces and street character. The Architectural Review Board shall review all Site Development Concept Plans of the design of public spaces and street character and make recommendations for approval to the Planning Commission.
11. Where known, depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
12. Specific structure, parking setbacks and build-to lines along all roadways and property lines.
13. Indicate location of all existing and proposed freestanding development monument signs.
14. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
15. Depict existing and proposed improvements within 150 feet of the site. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.

16. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
17. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
18. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.

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

The Site Development Section Plans shall include all items previously referenced in this Attachment and:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculation, including calculation for all spaces, required and proposed, and the number, size and location for handicap designed.
3. For commercial development, provide square footage proposed.
4. For residential development provide the number of units proposed to be built.
5. For hotel development provide the square footage and number of rooms proposed.
6. A note indicating all utilities will be installed underground.
7. Address all signage in accordance with the City of Chesterfield Code and provided in the Site Development Concept Plan.
8. Address landscaping in accordance with the Tree Preservation and Landscape requirements in the UDC and provided in the Site Development Concept Plan.
9. Address all lighting in accordance with the Lighting requirements in the UDC and provided in the Site Development Concept Plan.



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

### **III. RECORDING**

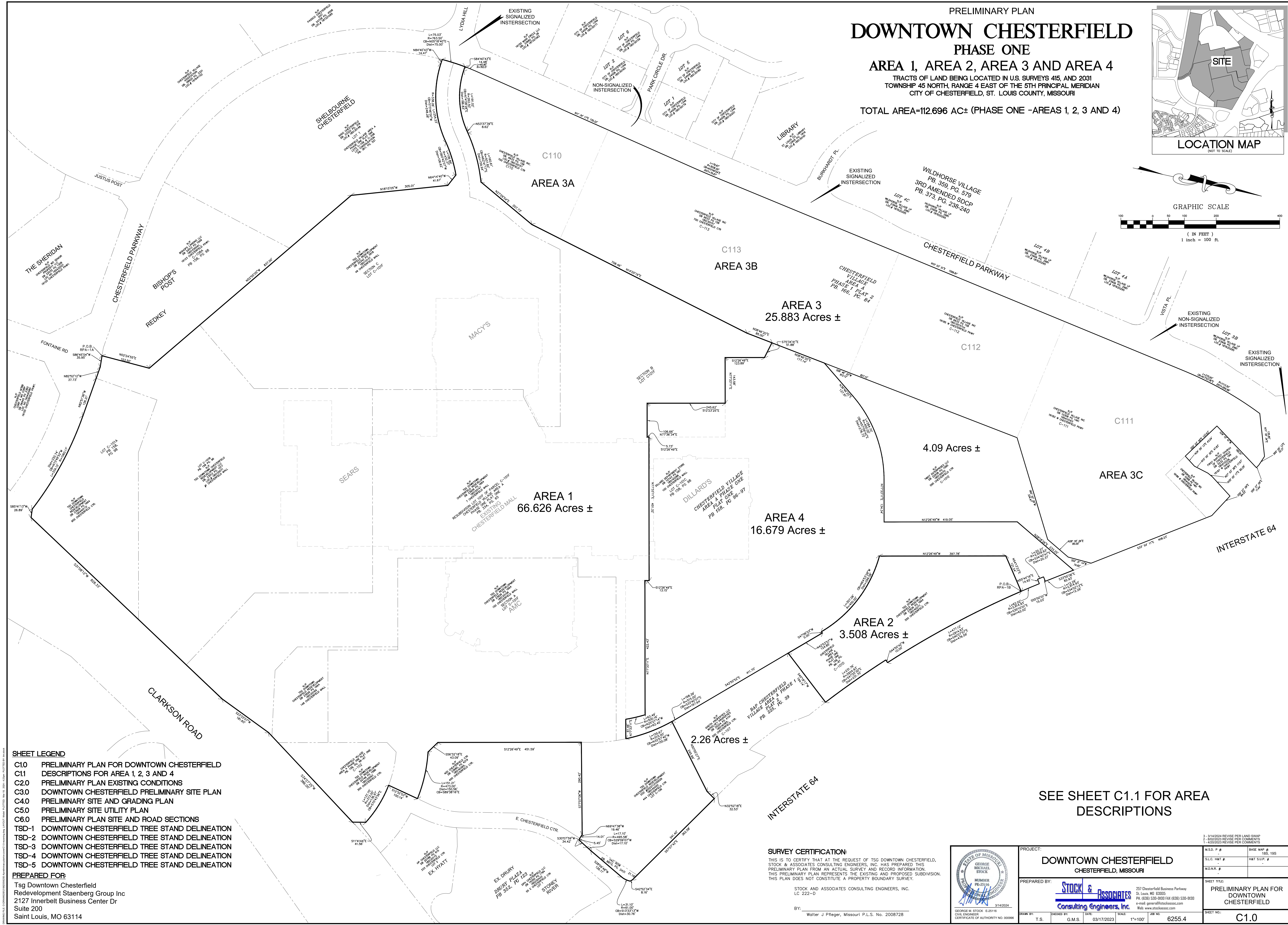
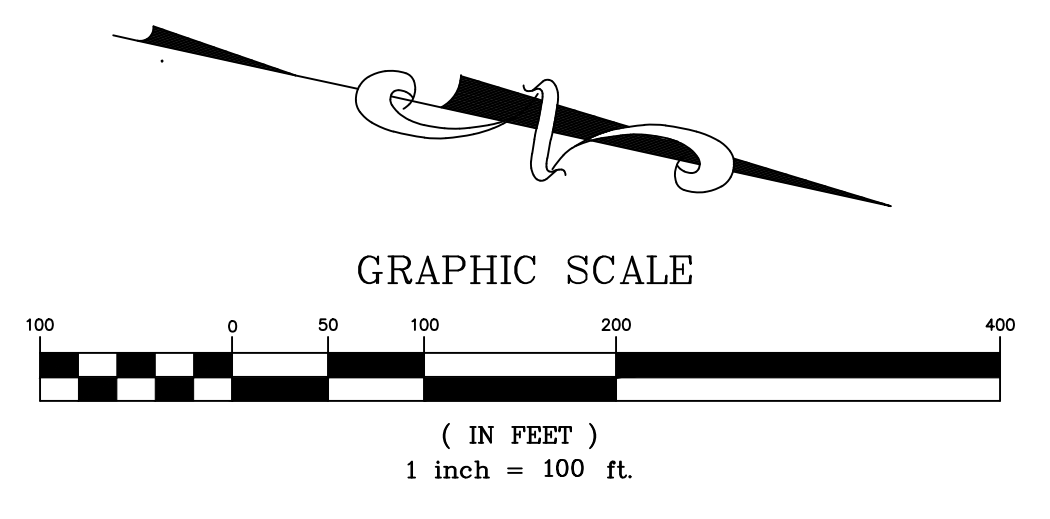
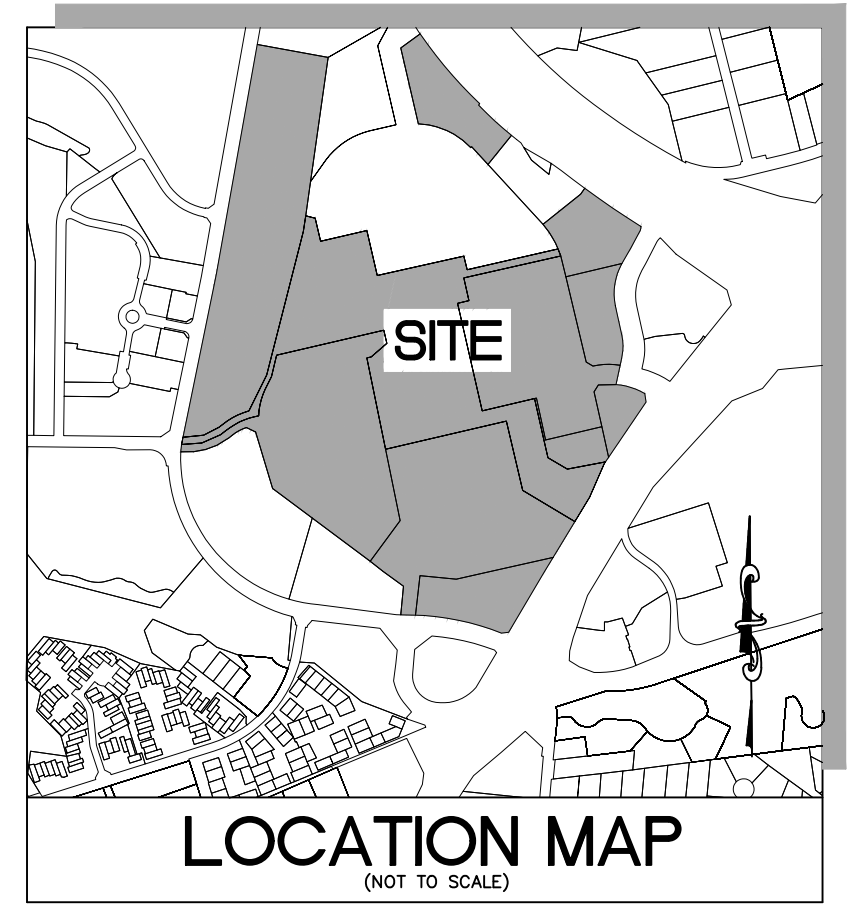
Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

#### **IV. ENFORCEMENT**

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



PRELIMINARY PLAN  
**DOWNTOWN CHESTERFIELD**  
**PHASE ONE**  
**AREA 1, AREA 2, AREA 3 AND AREA 4**  
 TRACTS OF LAND BEING LOCATED IN U.S. SURVEYS 415, AND 2031  
 TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN  
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI  
 TOTAL AREA=112.696 AC± (PHASE ONE -AREAS 1, 2, 3 AND 4)



- SHEET LEGEND**
- C10 PRELIMINARY PLAN FOR DOWNTOWN CHESTERFIELD
  - C11 DESCRIPTIONS FOR AREA 1, 2, 3 AND 4
  - C2.0 PRELIMINARY PLAN EXISTING CONDITIONS
  - C3.0 DOWNTOWN CHESTERFIELD PRELIMINARY SITE PLAN
  - C4.0 PRELIMINARY SITE AND GRADING PLAN
  - C5.0 PRELIMINARY SITE UTILITY PLAN
  - C6.0 PRELIMINARY PLAN SITE AND ROAD SECTIONS
  - TSD-1 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-2 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-3 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-4 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-5 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION

**PREPARED FOR:**  
 Tsg Downtown Chesterfield  
 Redevelopment Staenberg Group Inc  
 2127 Innerbelt Business Center Dr  
 Suite 200  
 Saint Louis, MO 63114

SEE SHEET C1.1 FOR AREA DESCRIPTIONS

**SURVEY CERTIFICATION:**  
 THIS IS TO CERTIFY THAT AT THE REQUEST OF TSG DOWNTOWN CHESTERFIELD, STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. HAS PREPARED THIS PRELIMINARY PLAN FROM AN ACTUAL SURVEY AND RECORD INFORMATION. THIS PRELIMINARY PLAN REPRESENTS THE EXISTING AND PROPOSED SUBDIVISION. THIS PLAN DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY.  
 STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.  
 LC 222-D  
 BY: Walter J Pfeifer, Missouri P.L.S. No. 2008728

	PROJECT:	<b>DOWNTOWN CHESTERFIELD</b> CHESTERFIELD, MISSOURI	M.S.D. P. #	155, 195
	PREPARED BY:	<b>Stock &amp; Associates</b> Consulting Engineers, Inc.	S.L.C. H&T #	H&T S.L.P. #
GEORGE M. STOCK, L.S.1118 CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	DATE:	03/17/2023	SCALE:	1"=100'
257 Chesterfield Business Parkway St. Louis, MO 63015 PH: (636) 530-9100 FAX: (636) 530-9130 e-mail: gstock@stockandassociates.com Web: www.stockandassociates.com	JOB NO.:	6255.4	SHEET NO.:	C1.0

3-3142024 REVISE PER LAND SWAP  
 2-4002023 REVISE PER COMMENTS  
 1-4002023 REVISE PER COMMENTS



## AREA 1 DESCRIPTION

Beginning at the southeastern corner of Lot C-108 of Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, said point also being located on the northern right-of-way line of West Chesterfield Parkway, variable width; thence along the eastern line of said Lot C-108, North 02 degrees 24 minutes 55 seconds East, 153.50 feet to the northeastern corner thereof, thence along the northeastern lines of said Lot C108 and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following courses and distances: North 52 degrees 55 minutes 05 seconds West, 837.00 feet; North 18 degrees 15 minutes 05 seconds West, 305.01 feet and North 64 degrees 14 minutes 40 seconds West, 41.67 feet to the beginning of a non-tangent curve to the left having a radius of 432.37 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 07 seconds West, 106.62 feet to the beginning of a non-tangent curve to the right having a radius of 338.26 feet and an arc length of 254.23 feet and a chord which bears South 73 degrees 46 minutes 00 seconds West, 248.28 feet and North 94 degrees 40 minutes 43 seconds West, 14.47 feet to the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 75.03 feet and a chord which bears North 05 degrees 18 minutes 40 seconds East, 75.00 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, thence along southern and eastern lines of said Chesterfield Village Area A Phase 1 Plat 2 the following courses and distances: South 84 degrees 40 minutes 43 seconds East, 14.48 feet to a non-tangent curve to the left having a radius of 262.50 feet, an arc length of 191.02 feet and a chord which bears North 74 degrees 28 minutes 28 seconds East, 186.83 feet; North 53 degrees 37 minutes 39 seconds East, 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 507.82 feet, an arc length of 160.61 feet and a chord which bears North 62 degrees 41 minutes 17 seconds East, 159.94 feet; North 27 degrees 29 minutes 54 seconds East, 207.73 feet; North 14 degrees 25 minutes 19 seconds East, 758.46 feet and North 08 degrees 46 minutes 20 seconds East, 85.00 feet to the northmost corner of New Section B of the Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One, Plat Book 334, Pages 65 and 65A; thence along the northern and eastern lines of said New Section B the following courses and distances: South 75 degrees 34 minutes 41 seconds East, 51.88 feet; South 12 degrees 26 minutes 49 seconds East, 123.89 feet and North 77 degrees 33 minutes 11 seconds East, 143.58 feet; thence departing the southern line of said New Section B the following courses and distances: South 12 degrees 23 minutes 25 seconds East, 245.62 feet; North 77 degrees 36 minutes 34 seconds East, 106.66 feet and North 12 degrees 26 minutes 49 seconds West, 5.73 feet to the northern line of above said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds East, 451.32 feet and South 12 degrees 26 minutes 49 seconds East, 13.15 feet; thence departing the western line of said New Section B the following: North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangential curve to the right having a radius of 500.16 feet; along said curve with an arc length of 62.49 feet and a chord which bears South 25 degrees 27 minutes 14 seconds East, 62.45 feet to its intersection with the north line of said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds East, 61.46 feet and to a point on a non-tangent curve to the left having a radius of 515.00 feet, said point also being located on the west line of Lot C 106 of above said Chesterfield Village A Phase One Plat One; thence along said curve with an arc length of 155.67 feet and a chord which bears North 32 degrees 57 minutes 40 seconds West, 155.08 feet to the western most corner of said Lot C 106; thence along the northwestern lines of said Lot C 106 the following: North 50 degrees 55 minutes 27 seconds East, 245.99 feet and North 32 degrees 52 minutes 18 seconds East, 32.53 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 57 degrees 07 minutes 42 seconds East, 341.40 feet to the northwest corner of that part of Chesterfield Center vacated by City of Chesterfield Ordinance Number 511, and recorded in Book 8872, Page 2431 of above said records; thence along the north, east and south lines of said vacation the following courses and distances: continuing southeasterly along said line, South 57 degrees 07 minutes 42 seconds East, 21.18 feet; South 42 degrees 52 minutes 34 seconds East, 8.16 feet to the beginning of a non-tangent curve to the right having a radius of 61.00 feet, an arc length of 31.10 feet and a chord which bears South 13 degrees 33 minutes 13 seconds West, 30.76 feet; South 28 degrees 09 minutes 48 seconds West, 126.11 feet to the beginning of a curve to the right having a radius of 495.58 feet, an arc length of 17.10 feet and a chord which bears South 29 degrees 9 minutes 7 seconds West 17.10 feet; South 30 degrees 07 minutes 59 seconds West, 34.42 feet and North 69 degrees 47 minutes 38 seconds West, 19.46 feet to the eastern most corner of above said Lot C 106; thence along the southern line of said Lot C 106, South 77 degrees 7 minutes 6 seconds West, 290.42 feet; to the east line of New Section A of Lot C101F of above said Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One; thence along said east lines of said New Section A the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 451.59 feet; South 56 degrees 32 minutes 18 seconds East, 43.09 feet to the beginning of a non-tangent curve to the right having a radius of 473.00 feet, and along said curve with an arc length of 151.21 feet and a chord which bears South 89 degrees 38 minutes 16 seconds East, 150.56 feet; thence crossing Chesterfield Center Drive; South 12 degrees 32 minutes 53 seconds West, 100.14 feet to the north line of Lot C 102 of above said Chesterfield Village A Phase One Plat One, said point also being located on a non-tangent curve to the right having a radius of 373.00 feet; thence along said north line and last said curve with an arc length of 137.75 feet and a chord which bears South 70 degrees 43 minutes 56 seconds East, 136.97 feet; thence South 11 degrees 41 minutes 44 seconds East, 41.56 feet to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 34 degrees 27 minutes 25 seconds West, 386.00 feet; South 23 degrees 33 minutes 07 seconds West, 181.60 feet; South 31 degrees 8 minutes 12 seconds West, 828.33 feet and South 85 degrees 41 minutes 13 seconds West, 26.89 feet to the northern right-of-way line of above said West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 49 minutes 52 seconds West, 332.74 feet; North 82 degrees 51 minutes 36 seconds West, 126.21 feet; North 82 degrees 52 minutes 12 seconds West, 37.73 feet and South 86 degrees 45 minutes 4 seconds West, 35.95 feet to the POINT OF BEGINNING. Rev 4/17/23

Containing 2,902,238 square feet or 66.626 acres, more or less.

## AREA 2 DESCRIPTION

A tract of land being Lot C101D of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101D, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width, said point also being located on a curve to the left having a radius of 2,914.93 feet; thence along said right-of-way line the following courses and distances: southeasterly along said curve with an arc length of 477.12 feet and a chord which bears South 40 degrees 27 minutes 57 seconds East, 476.59 feet; South 44 degrees 50 minutes 42 seconds West, 10.00 feet; to the beginning of a curve to the left having a radius of 2,924.93 feet an arc length of 231.79 feet and a chord which bears South 47 degrees 25 minutes 30 seconds East, 231.70 feet to the southeast corner of above said Lot C101D; thence along the southeastern line of said Lot C101D, South 40 degrees 18 minutes 17 seconds West, 194.14 feet to the west line of said Lot C101D; thence along said west line the following courses and distances: North 42 degrees 53 minutes 57 seconds East, a distance of 124.85 feet; South 47 degrees 06 minutes 03 seconds West, 5.00 feet; to the beginning of a non-tangent curve to the left having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears North 64 degrees 53 minutes 28 seconds West, 299.58 feet to the southwest corner of said Lot C101D, thence along the western lines of said Lot C101D the following: North 12 degrees 26 minutes 49 seconds West, 397.78 feet and North 54 degrees 13 minutes 23 seconds East, 121.24 feet to the POINT OF BEGINNING.

Containing 152,812 square feet or 3.508 acres, more or less.

## AREA 3 DESCRIPTION

Tracts of land being Lots C110, C111, C112, and C113 of Chesterfield Village Area A Phase One Plat Two as recorded in Plat Book 166, Page 84; and Part of Us. Survey 415, as described in Book 10308, Page 1461 both of the St. Louis County Records, located in U.S. Surveys 415 and 2022, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the southwestern corner of above said Lot C110, said point also being located on the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a non-tangent curve to the right having a radius of 763.50 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 45.90 feet and a chord which bears North 10 degrees 04 minutes 33 seconds East, 45.90 feet; North 11 degrees 34 minutes 17 seconds East, 735.22 feet to the beginning of a curve to the left having a radius of 3,036.50 feet; along said curve with an arc length of 79.87 feet and a chord which bears North 10 degrees 49 minutes 04 seconds East 79.87 feet; North 10 degrees 03 minutes 51 seconds East, 1,599.81 feet to the beginning of a non-tangent curve to the right having a radius of 1,113.50 feet and a chord which bears North 17 degrees 03 minutes 36 seconds East, 269.98 feet and North 71 degrees 18 minutes 34 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following: South 69 degrees 05 minutes 13 seconds East, 32.21 feet and South 59 degrees 27 minutes 09 seconds East, 11.64 feet to the northwest corner of a tract of land as conveyed to First Baptist Church, by instrument recorded in Book 5232, Page 199 of above said records, thence along the west, south and eastern lines of said Church tract the following courses and distances: South 34 degrees 10 minutes 41 seconds West, 190.51 feet; South 55 degrees 53 minutes 58 seconds East, 137.63 feet; North 34 degrees 59 minutes 13 seconds East, 43.04 feet; North 15 degrees 05 minutes 30 seconds East, 47.83 feet and North 27 degrees 03 minutes 38 seconds East, 17.67 feet and North 35 degrees 05 minutes 17 seconds East, 82.29 feet to the southern right-of-way line of above said Chesterfield Airport Road; thence along said right-of-way line the following: South 59 degrees 27 minutes 09 seconds East, 84.03 feet and South 33 degrees 54 minutes 11 seconds East, 408.23 feet to the easternmost corner of above said Lot C111; thence along the eastern and southern lines of said Chesterfield Village Area A Phase One Plat Two the following courses and distances: South 02 degrees 31 minutes 25 seconds West, 74.82 feet; South 28 degrees 18 minutes 26 seconds West, 85.00 feet; South 60 degrees 52 minutes 24 seconds West, 334.47 feet; South 08 degrees 46 minutes 20 seconds West, 912.12 feet; South 14 degrees 25 minutes 19 seconds West, a distance of 758.46 feet; South 27 degrees 29 minutes 54 seconds West, 207.73 feet to the beginning of a non-tangent curve to the left having a radius of 507.82 feet; along said curve with an arc length of 160.61 feet and a chord which bears South 62 degrees 41 minutes 17 seconds West, 159.94 feet; South 53 degrees 37 minutes 39 seconds West, a distance of 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 262.50 feet; along said curve with an arc length of 191.02 feet and a chord which bears South 74 degrees 28 minutes 28 seconds West, 186.83 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the POINT OF BEGINNING.

Containing 1,127,465 square feet or 25.883 acres more or less.

## AREA 4 DESCRIPTION

A tract of land being Lot C101C of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101C, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width.; thence along said right-of-way line the following courses and distances: South 33 degrees 55 minutes 06 seconds East, 82.93 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 12.29 feet and a chord which bears South 34 degrees 02 minutes 13 seconds East, 12.29 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 62.02 feet and a chord which bears South 35 degrees 10 minutes 01 seconds East, 62.02 feet to the northernmost corner of Lot C101D of above said Chesterfield Village A Phase One Plat One; thence along the western line of said Lot C101D the following courses and distances: South 54 degrees 13 minutes 23 seconds West, 121.24 feet; South 12 degrees 26 minutes 49 seconds East, 397.78 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears South 64 degrees 53 minutes 28 seconds East, 299.58 feet; North 47 degrees 06 minutes 03 seconds East, 5.00 feet; South 42 degrees 53 minutes 57 seconds East, 124.85 feet to the northwest corner of Lot C107 of the Boundary Adjustment Plat of plat of Lots C106 & C107 of Chesterfield Village A Phase One Plat One, as recorded in Plat Book 225, Page 39 of above said records; thence along the west line of said Lot C107 and C106, the following: South 42 degrees 50 minutes 52 seconds East, 411.70 feet to the beginning of a non-tangent curve to the right having a radius of 515.00 feet; along said curve with an arc length of 168.39 feet and a chord which bears South 33 degrees 40 minutes 07 seconds East, 167.64 feet to the south line of said Lot C101C.; thence along said south line, South 77 degrees 33 minutes 11 seconds West, 61.46 feet to a non-tangent curve to the left having a radius of 500.16 feet; then departing said south line along last said curve with an arc length of 62.49 feet and a chord which bears North 25 degrees 27 minutes 14 seconds West, 62.45 feet; thence South 77 degrees 33 minutes 11 seconds West, 422.43 feet to the east line of said Lot C101C; thence along the east and south lines of said Lot C101C, the following: North 12 degrees 26 minutes 49 seconds West, 13.15 feet and South 77 degrees 33 minutes 11 seconds East, 451.32 feet; thence departing said south line the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 5.73 feet; South 77 degrees 36 minutes 34 seconds West, 106.66 feet and North 12 degrees 23 minutes 25 seconds West, a distance of 245.62 feet to its intersection with the south line of said Lot C101C; thence along the southern and western lines of said Lot C101C the following: South 77 degrees 33 minutes 11 seconds West, 143.58 feet; North 12 degrees 26 minutes 49 seconds West, 123.89 feet and North 75 degrees 34 minutes 41 seconds East, 51.88 feet to the west line of said Lot C101C.; thence along said west line, North 08 degrees 46 minutes 20 seconds East, 177.14 feet to the south line of Lot C101E of Chesterfield Village A Phase One Plat One; thence along the northern and eastern lines of said Lot C101E the following courses and distances: North 36 degrees 46 minutes 20 seconds East, 137.91 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 284.70 feet and a chord which bears North 57 degrees 09 minutes 42 seconds East, 278.73 feet; North 77 degrees 33 minutes 11 seconds East, 134.34 feet; North 12 degrees 26 minutes 49 seconds West, 419.05 feet and North 28 degrees 18 minutes 26 seconds East, 233.25 feet to the POINT OF BEGINNING.

Containing 726,544 square feet or 16.679 acres, more or less.

3-3142024 REVISE PER LAND SWAP  
2-8022023 REVISE PER COMMENTS  
1-4022023 REVISE PER COMMENTS

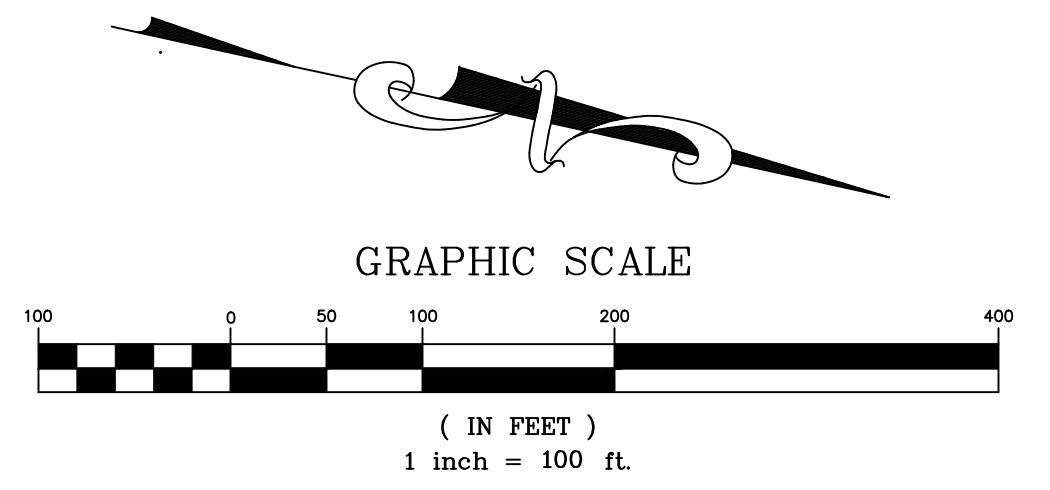
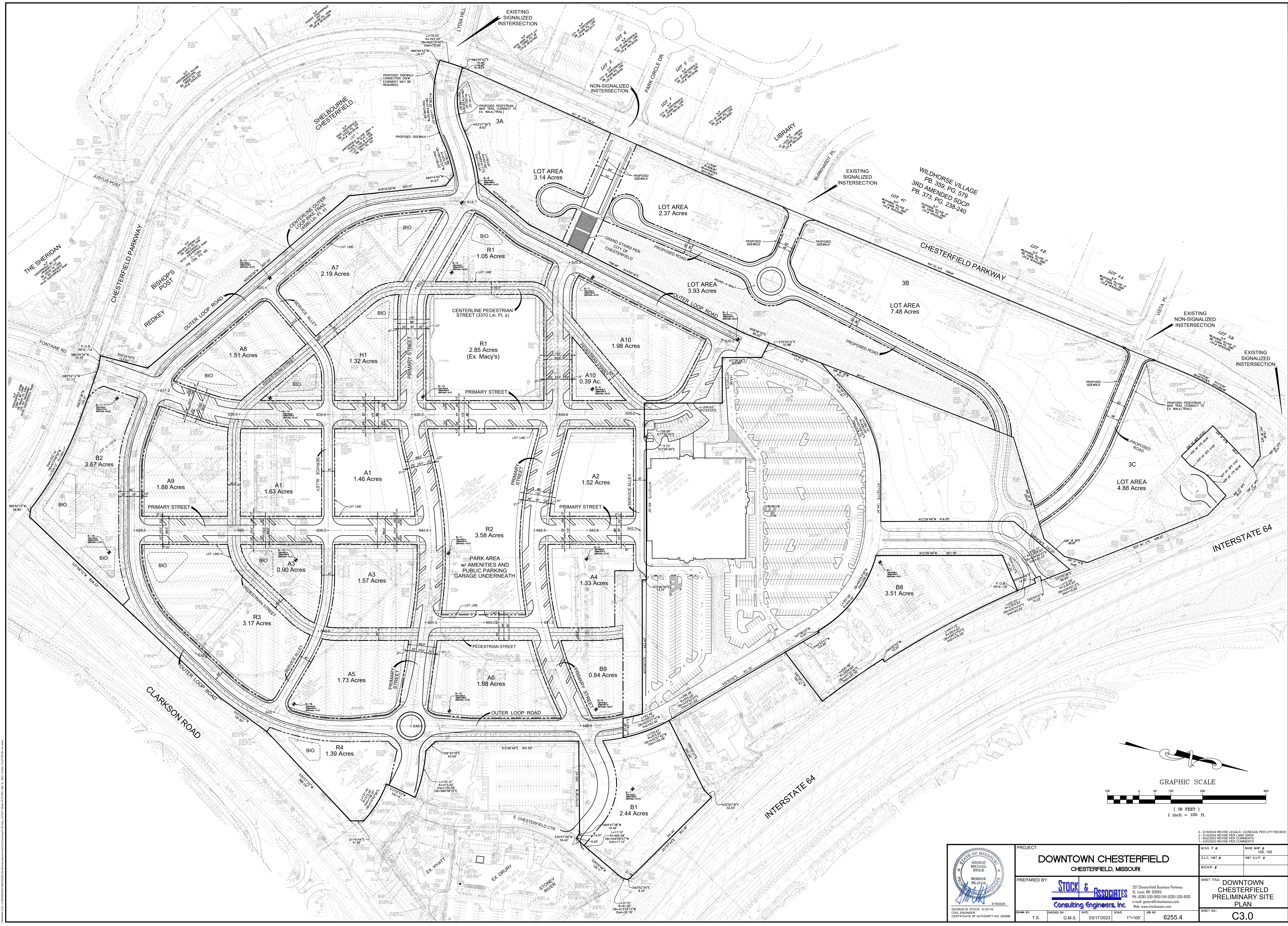
 GEORGE MICHAEL STOCK NUMBER PE-25116 3/14/2024 CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	PROJECT:		M.S.D. P.#		BASE MAP #		
	<b>DOWNTOWN CHESTERFIELD</b> CHESTERFIELD, MISSOURI				185, 195		
PREPARED BY:		STOCK & ASSOCIATES Consulting Engineers, Inc.		S.L.C. H&T #		H&T S.L.P. #	
DRAWN BY: T.S.		CHECKED BY: G.M.S.		DATE: 03/17/2023		SCALE: 1"=100'	
JOB NO.:		JOB NO.:		JOB NO.:		JOB NO.:	
						SHEET TITLE: <b>PRELIMINARY PLAN FOR DOWNTOWN CHESTERFIELD</b>	
						SHEET NO.:	
						<b>C1.0</b>	

3-3142024 REVISE PER LAND SWAP  
 2-8022023 REVISE PER COMMENTS  
 1-4022023 REVISE PER COMMENTS





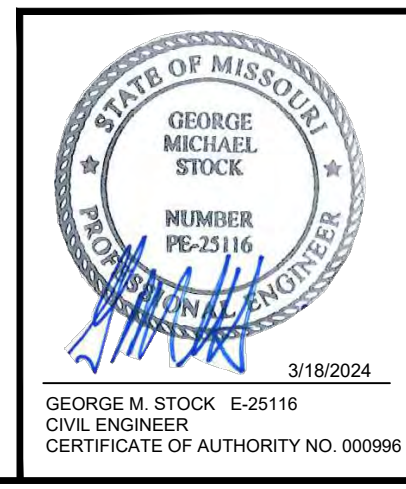
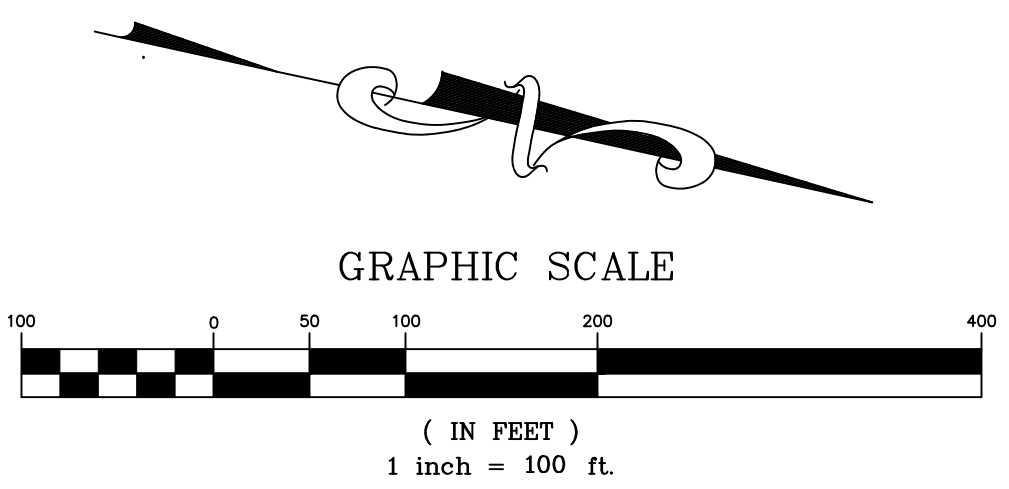
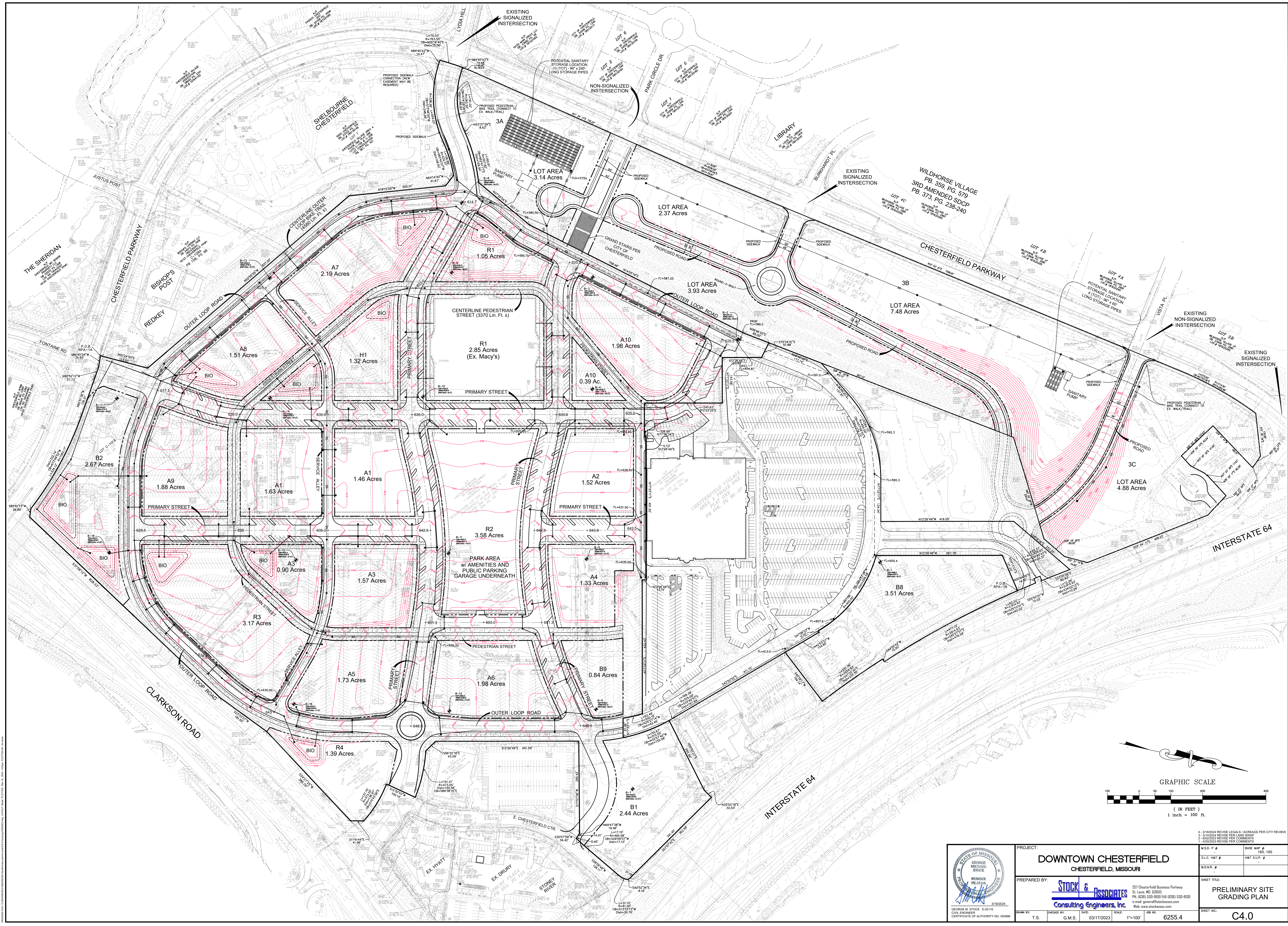




	PROJECT:	<b>DOWNTOWN CHESTERFIELD</b> CHESTERFIELD, MISSOURI	M.S.D. P. #	BASE MAP #
	PREPARED BY:	<b>STOCK &amp; ASSOCIATES</b> Consulting Engineers, Inc.	S.L.C. MAP #	H&T SLIP #
GEORGE M. STOCK CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	DATE:	03/17/2023	M.D.N.R. #	
257 Chesterfield Business Parkway St. Louis, MO 63105 PH: (636) 530-9100 FAX: (636) 530-9300 e-mail: gstock@stockassociates.com Web: www.stockassociates.com	SCALE:	1"=100'	SHEET TITLE:	<b>DOWNTOWN CHESTERFIELD PRELIMINARY SITE PLAN</b>
DRAWN BY: T.S. CHECKED BY: G.M.S.	JOB NO.:	6255.4	SHEET NO.:	<b>C3.0</b>

4-3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW  
 3-21/2024 REVISE PER LAND SWAP  
 2-8/2023 REVISE PER COMMENTS  
 1-4/2023 REVISE PER COMMENTS



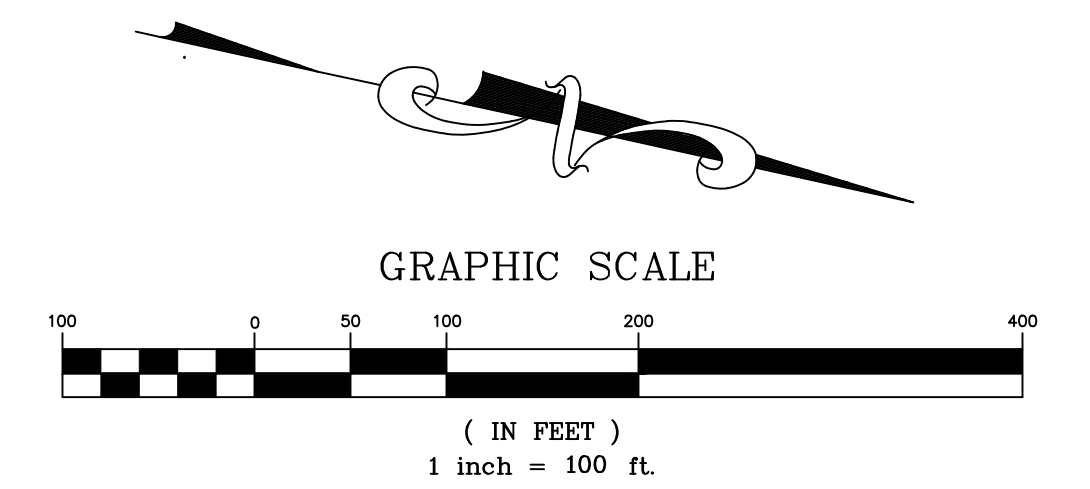
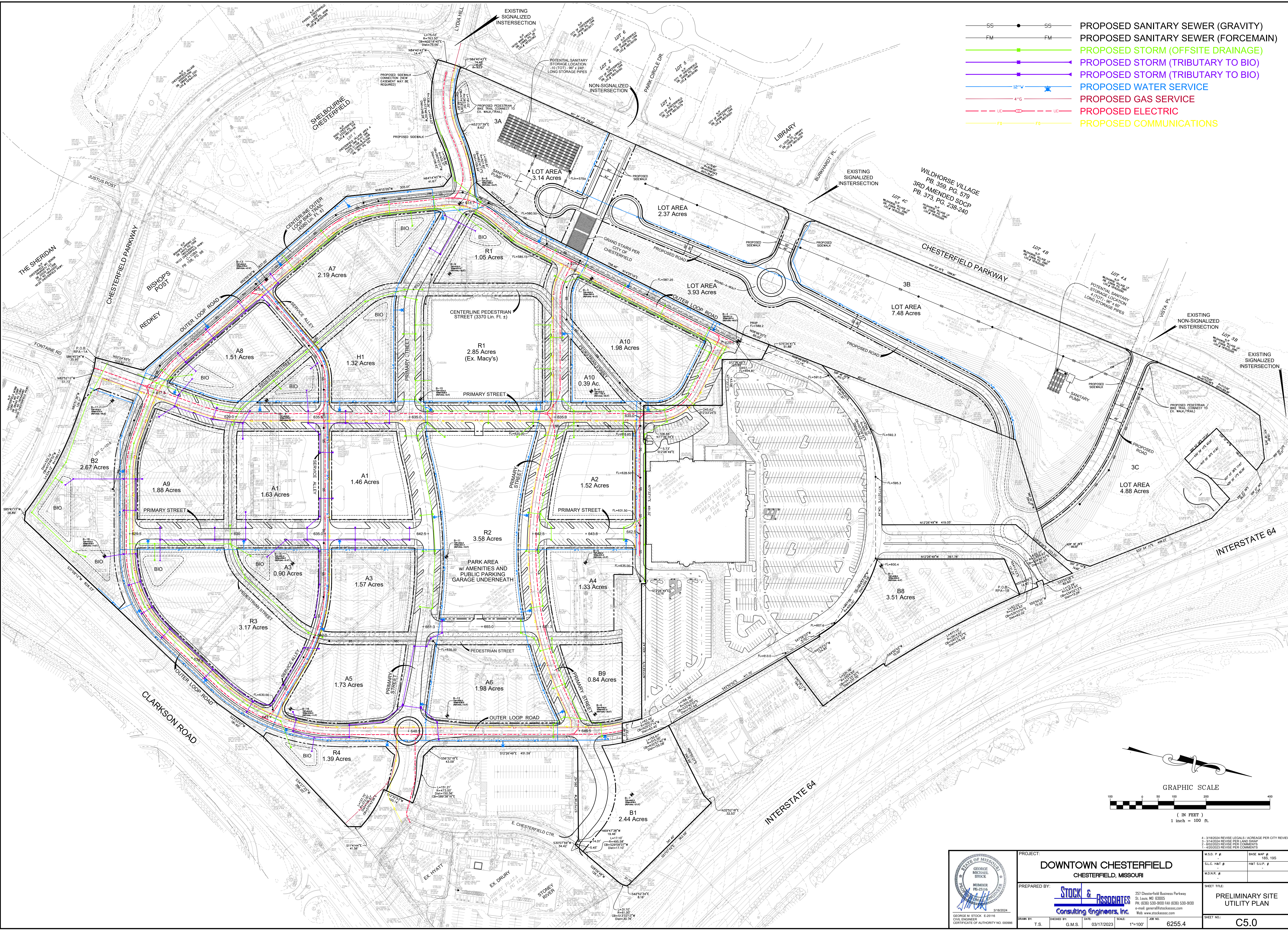


<b>PROJECT:</b> DOWNTOWN CHESTERFIELD CHESTERFIELD, MISSOURI		M.S.D. P. # S.L.C. H&T # M.D.N.R. #	BASE MAP # H&T S.L.P. #
<b>PREPARED BY:</b> <b>STOCK &amp; ASSOCIATES</b> Consulting Engineers, Inc.		SHEET TITLE: <b>PRELIMINARY SITE GRADING PLAN</b>	
NUMBER PE-25116	DATE 03/17/2023	SCALE 1"=100'	SHEET NO.: <b>C4.0</b>
PROJECT NO. 6255.4		JOB NO. 6255.4	

4-3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW  
 3-21/2024 REVISE PER LAND SWAP  
 2-8/2023 REVISE PER COMMENTS  
 1-4/2023 REVISE PER COMMENTS



- SS —●— SS PROPOSED SANITARY SEWER (GRAVITY)
- FM —●— FM PROPOSED SANITARY SEWER (FORCEMAIN)
- PROPOSED STORM (OFFSITE DRAINAGE)
- PROPOSED STORM (TRIBUTARY TO BIO)
- PROPOSED STORM (TRIBUTARY TO BIO)
- PROPOSED WATER SERVICE
- PROPOSED GAS SERVICE
- PROPOSED ELECTRIC
- PROPOSED COMMUNICATIONS



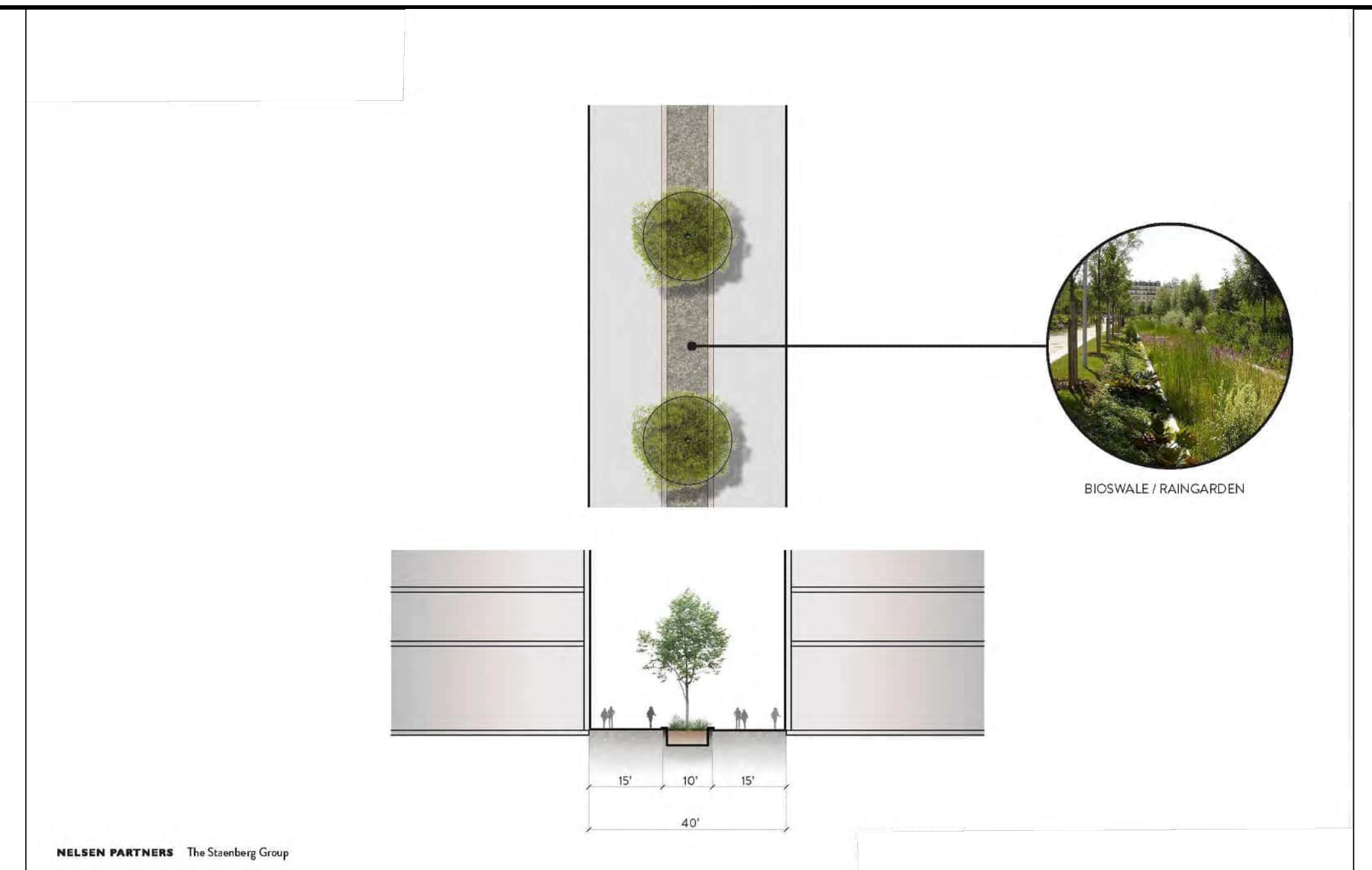
	PROJECT: <b>DOWNTOWN CHESTERFIELD</b> CHESTERFIELD, MISSOURI	M.S.D. P. # S.L.C. H&T # M.D.N.R. #	BASE MAP # H&T S.L.P. #				
	PREPARED BY: <b>STOCK &amp; ASSOCIATES</b> Consulting Engineers, Inc.	SHEET TITLE: <b>PRELIMINARY SITE UTILITY PLAN</b>	SHEET NO.: <b>C5.0</b>				
GEORGE M. STOCK CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	257 Chesterfield Business Parkway St. Louis, MO 63105 PH: (636) 530-9100 FAX: (636) 530-9330 e-mail: gstock@stockassociates.com Web: www.stockassociates.com	DRAWN BY: T.S.	CHECKED BY: G.M.S.	DATE: 03/17/2023	SCALE: 1"=100'	JOB NO.: 6255.4	DATE: 3/18/2024

4-3/18/2024 REVISE LEGALS / ACRES PER CITY REVIEW  
 3-3/16/2024 REVISE PER LAND SWAP  
 2-8/20/2023 REVISE PER COMMENTS  
 1-4/20/2023 REVISE PER COMMENTS

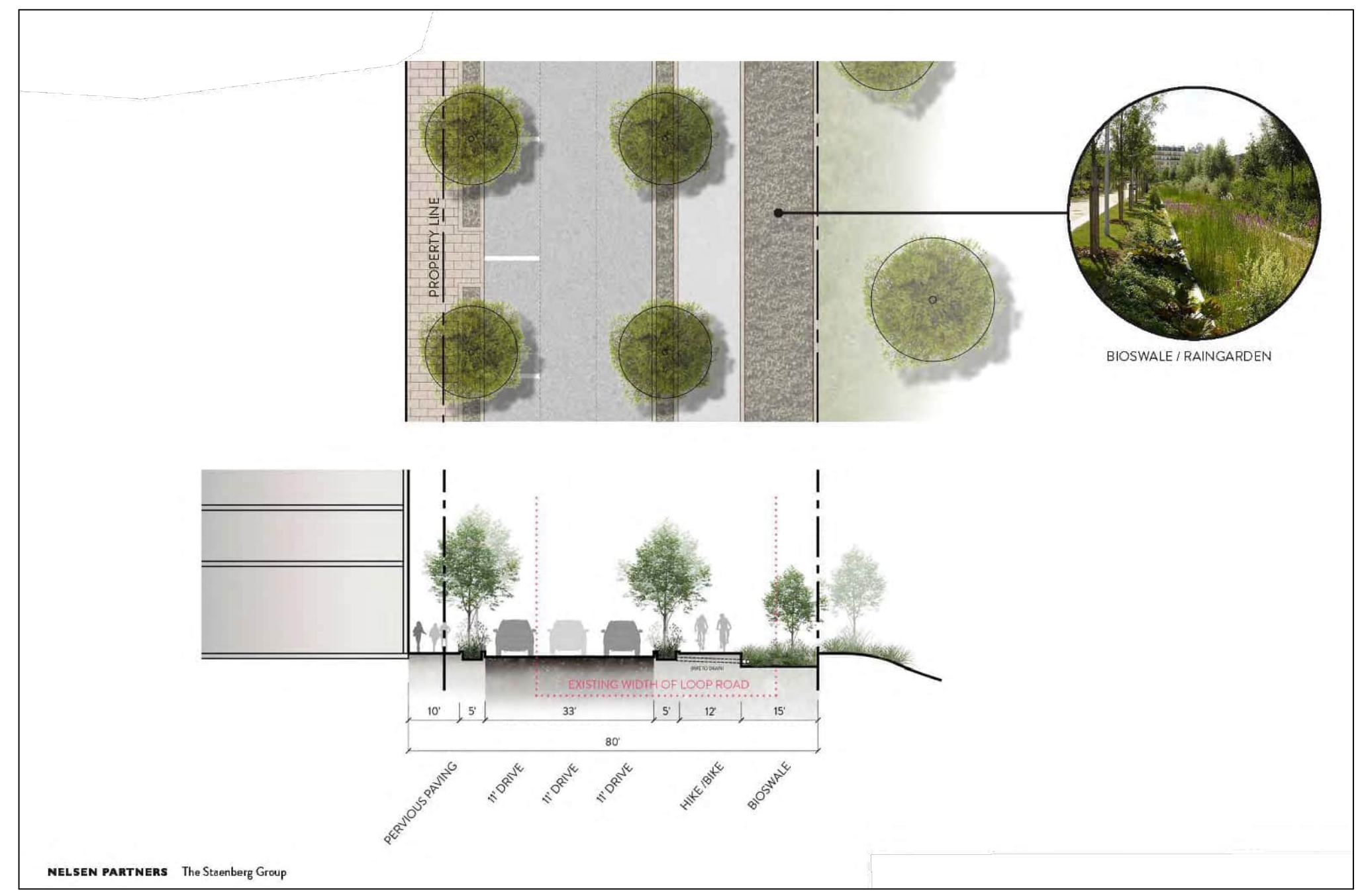




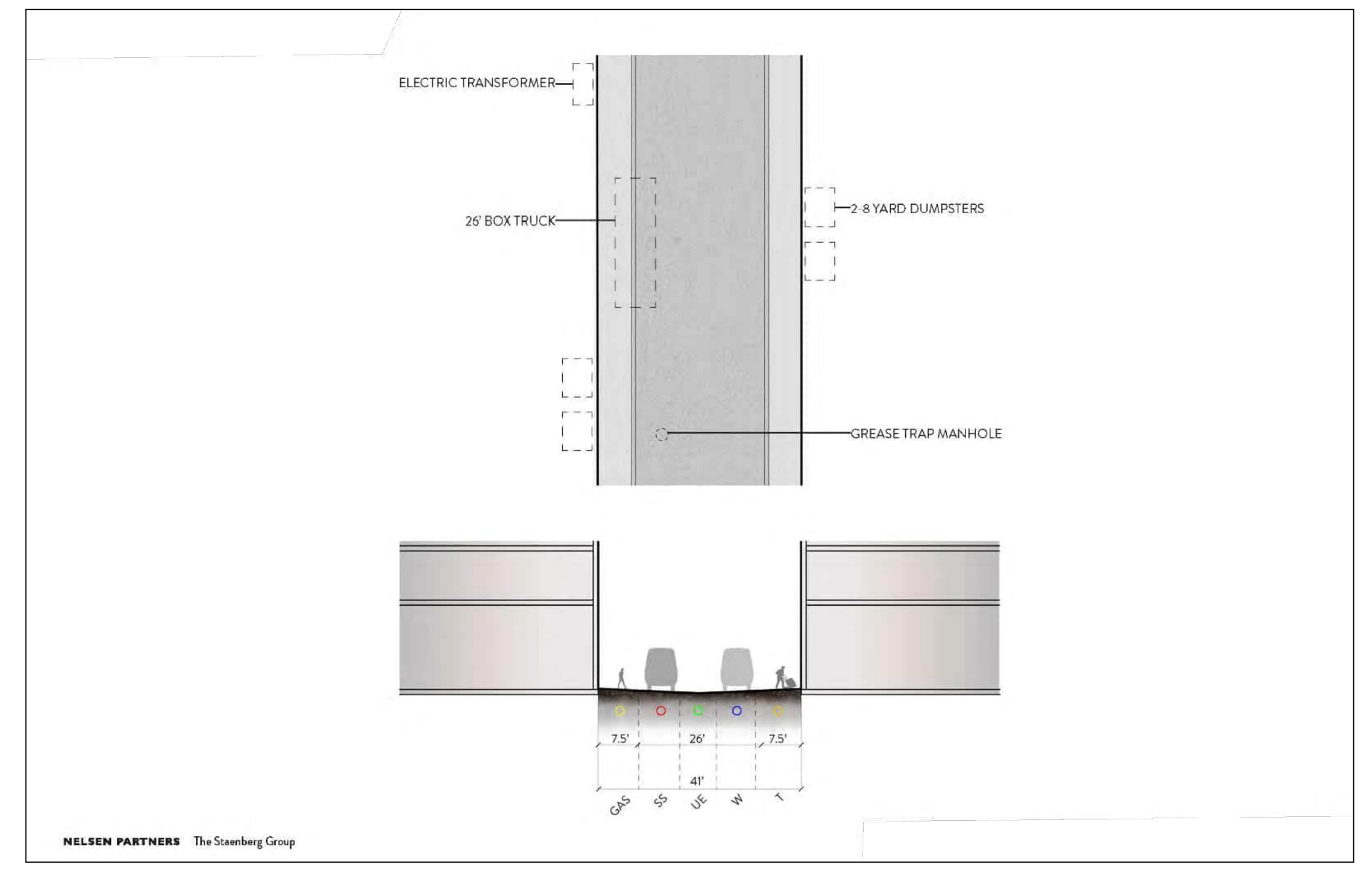
PRIMARY STREET



PEDESTRIAN STREET

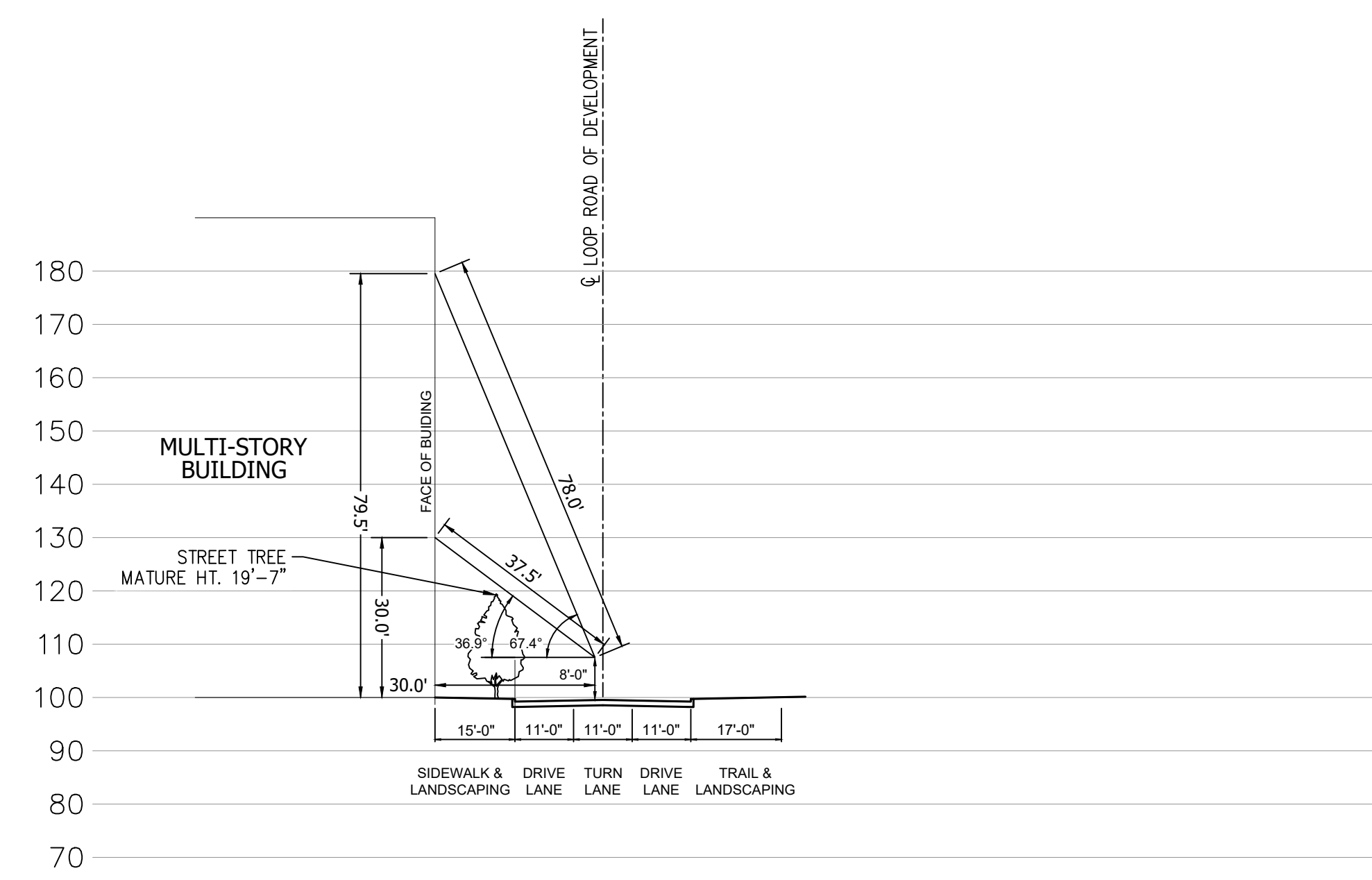


OUTER LOOP ROAD / HIKE & BIKE TRAIL

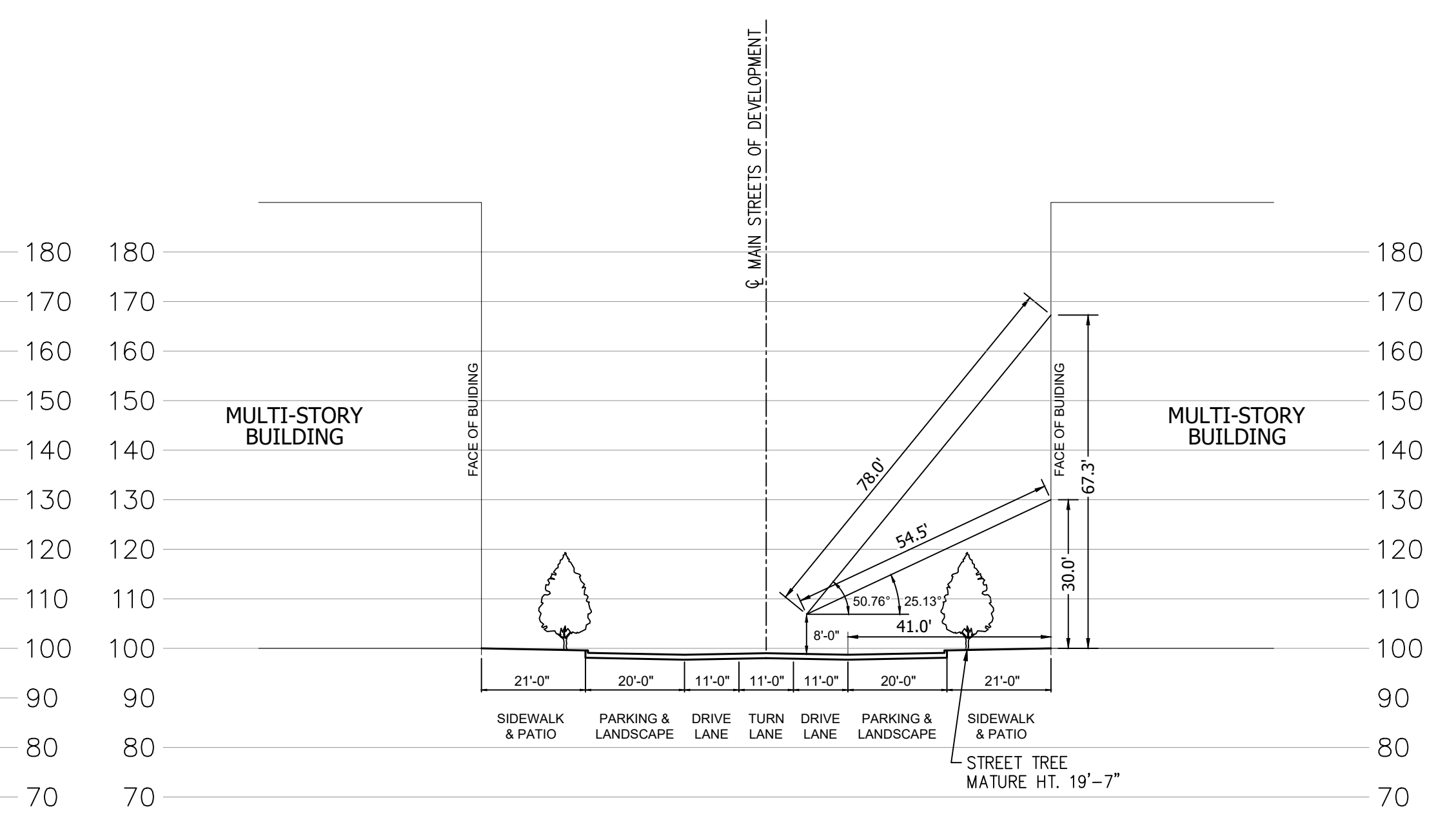


SERVICE ALLEY

NOTE: SECTIONS PER NELSON PARTNERS MASTER PLAN DATED 02.15.2023



COMPLIANT AERIAL APPARATUS ACCESS SECTION (LOOP ROAD)

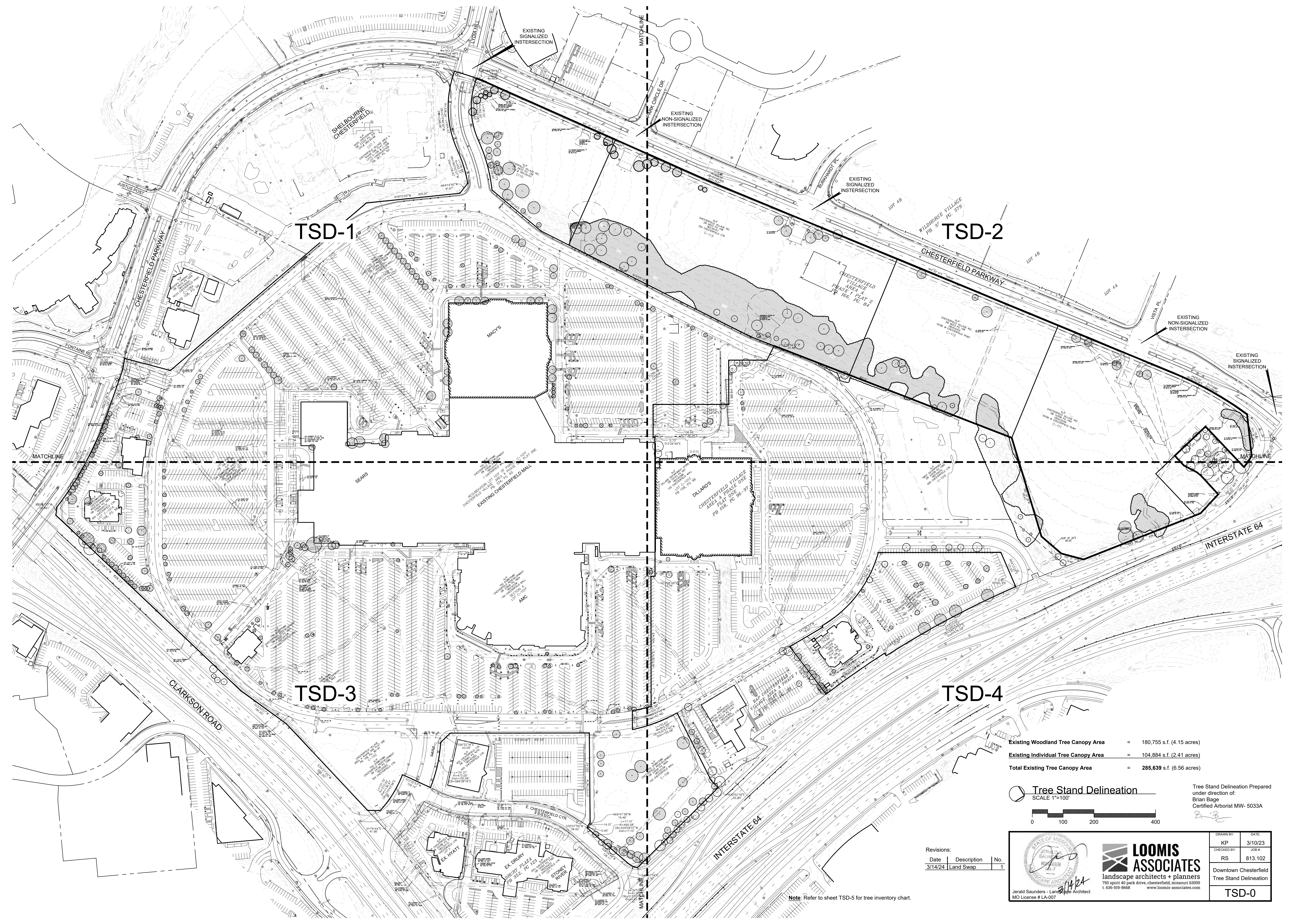


MODIFIED AERIAL APPARATUS ACCESS SECTION (PRIMARY STREETS OF THE DEVELOPMENT)

	<b>PROJECT:</b> DOWNTOWN CHESTERFIELD CHESTERFIELD, MISSOURI	M.S.D. P. # BASE MAP # S.L.C. H&T # H&T S.L.P. # M.D.N.R. #
	<b>PREPARED BY:</b> 	SHEET TITLE: <b>PRELIMINARY PLAN SITE AND ROAD SECTIONS</b>
GEORGE M. STOCK, L.S. 25116 CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	257 Chesterfield Business Parkway St. Louis, MO 63305 PH: (636) 530-9100 FAX: (636) 530-9330 e-mail: gstock@stockandassociates.com Web: www.stockandassociates.com	SHEET NO.: <b>C6.0</b>
DRAWN BY: T.S.	CHECKED BY: G.M.S.	DATE: 03/17/2023
SCALE: 1"=100'	JOB NO.: 6255.4	

4 - 3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW  
 3 - 3/16/2024 REVISE PER LAND SWAMP  
 2 - 8/02/2023 REVISE PER COMMENTS  
 1 - 4/28/2023 REVISE PER COMMENTS





TSD-1

TSD-2

TSD-3

TSD-4

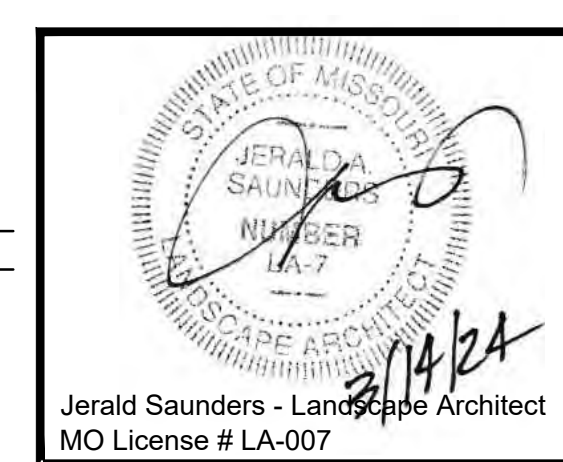
Existing Woodland Tree Canopy Area = 180,755 s.f. (4.15 acres)  
 Existing Individual Tree Canopy Area = 104,884 s.f. (2.41 acres)  
 Total Existing Tree Canopy Area = 285,639 s.f. (6.56 acres)

Tree Stand Delineation  
 SCALE 1"=100'  
 0 100 200 400

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

Revisions:

Date	Description	No.
3/14/24	Land Swap	1

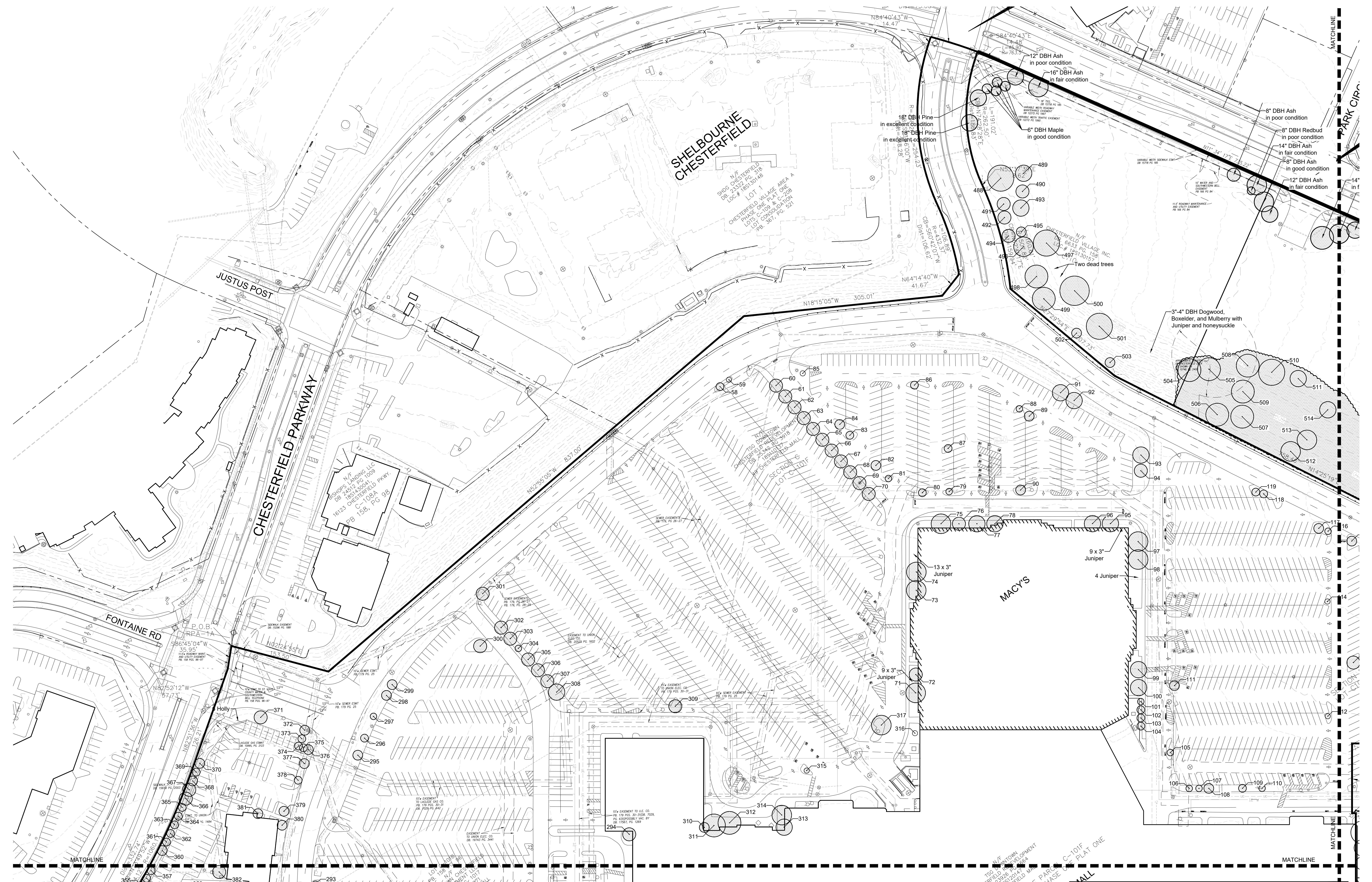


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 landscape architects + planners  
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 t. 636-519-8668 www.loomis-associates.com

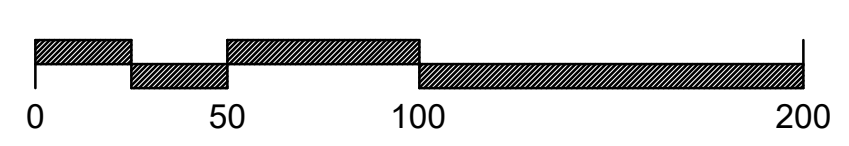
DRAWN BY:	DATE:
KP	3/10/23
CHECKED BY:	JOB #:
RS	813.102
Downtown Chesterfield Tree Stand Delineation	
TSD-0	

Note: Refer to sheet TSD-5 for tree inventory chart.





**Tree Stand Delineation - Southwest**  
 SCALE 1"=50'



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

Note: Refer to sheet TSD-5 for tree inventory chart.

Revisions:

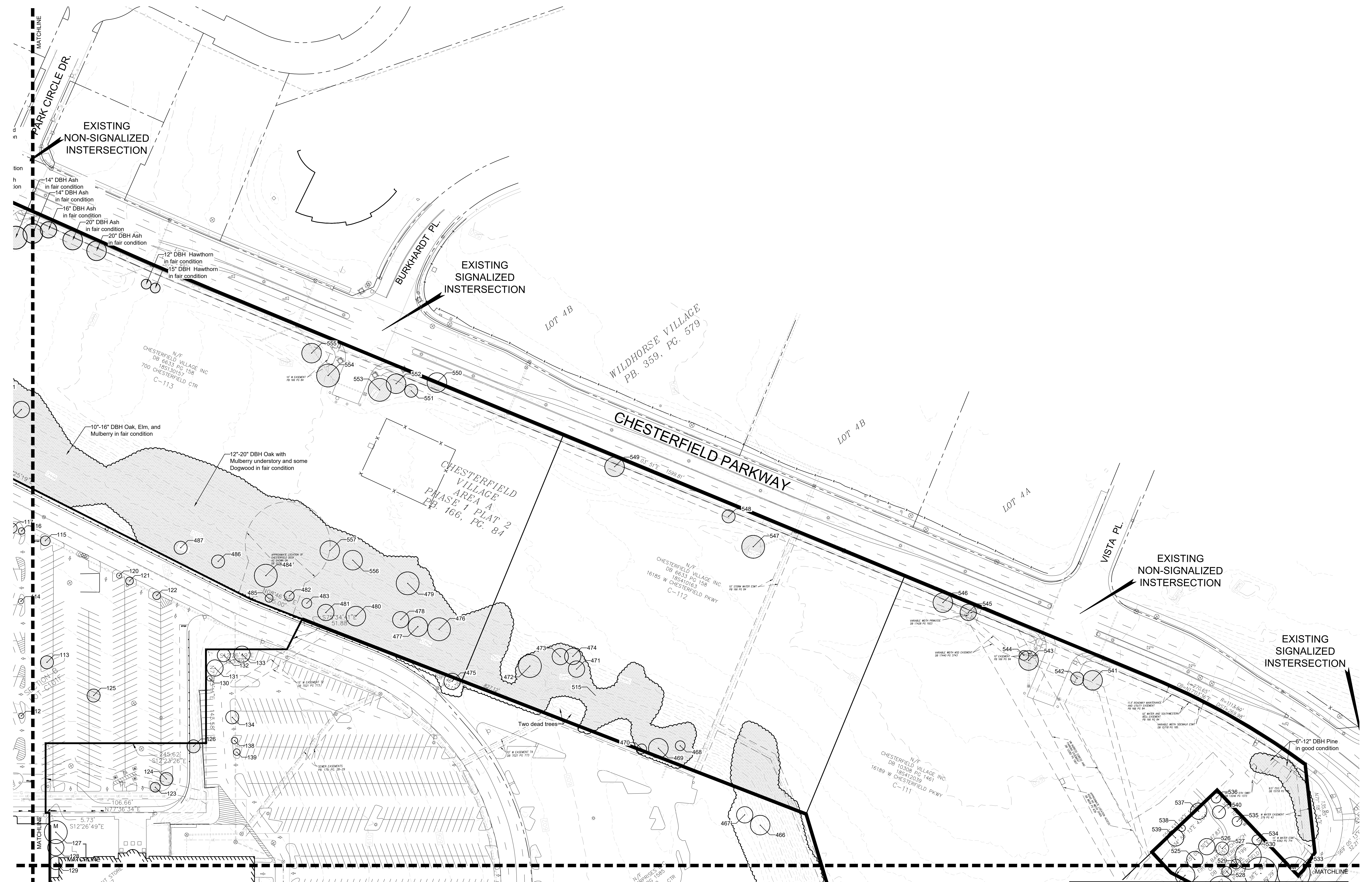
Date	Description	No.
3/14/24	Land Swap	1

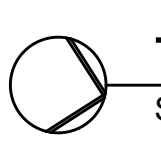
Jerald Saunders - Landscape Architect  
 MO License # LA-007

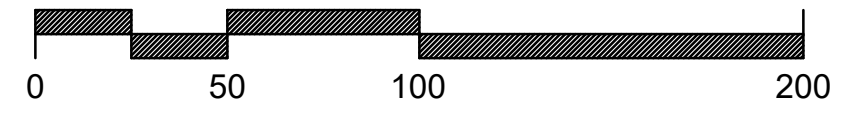
**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 790 spirit 40 park drive, chesterfield, missouri 63005  
 t. 636-619-8668 www.loomis-associates.com

DRAWN BY:	DATE:
KP	3/10/23
CHECKED BY:	JOB #:
RS	813.102
Downtown Chesterfield Tree Stand Delineation	
<b>TSD-1</b>	





 **Tree Stand Delineation - Northwest**  
 SCALE 1"=50'



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

Revisions:

Date	Description	No.
3/14/24	Land Swap	1



Jerald Saunders - Landscape Architect  
 MO License # LA-007

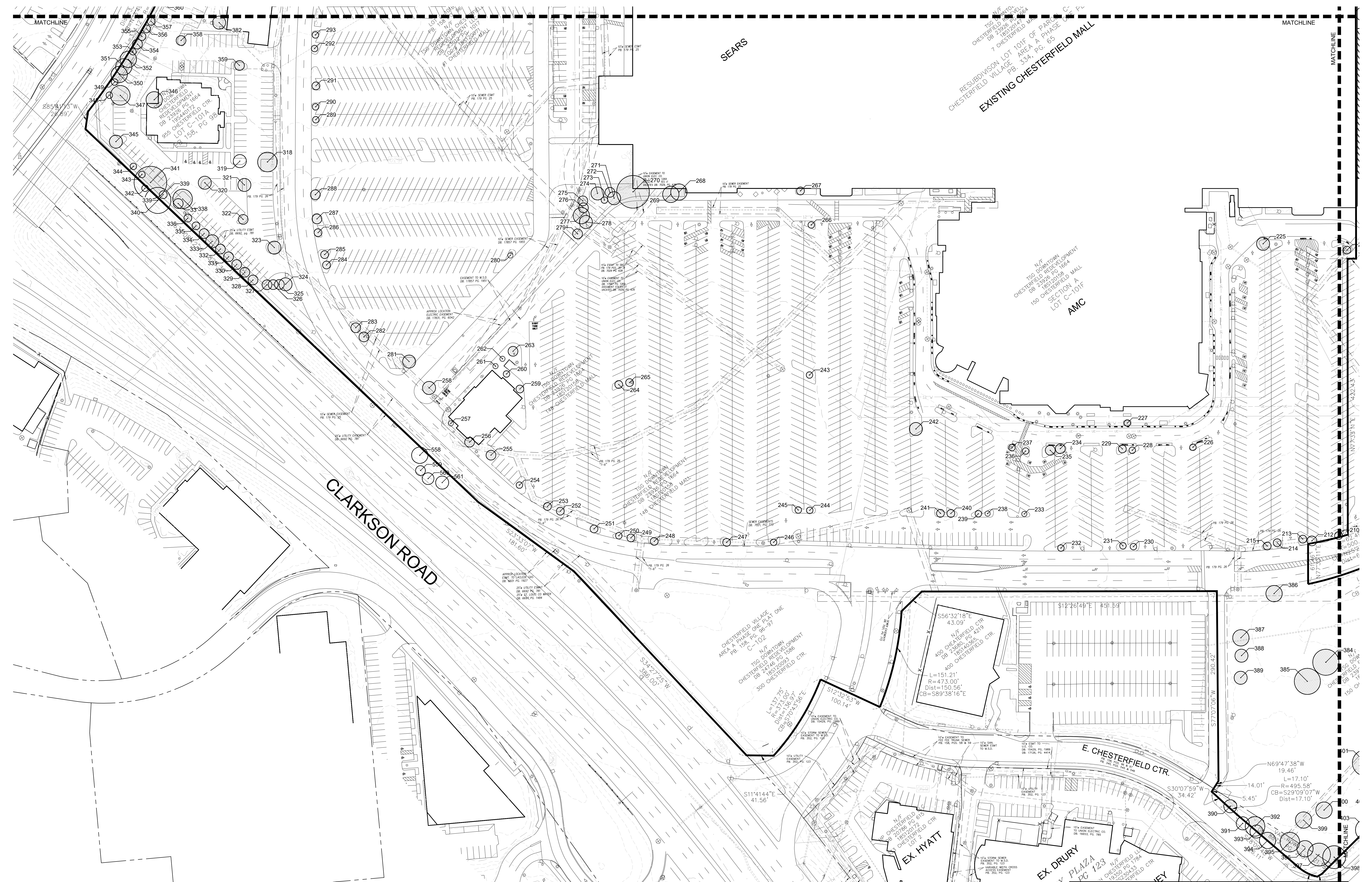


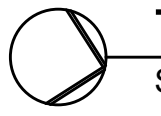
**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 750 spirit 40 park drive, chesterfield, missouri 63005  
 t. 636-519-8668 www.loomis-associates.com

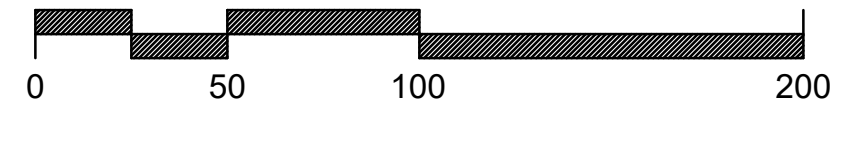
DRAWN BY:	DATE:
KP	3/10/23
CHECKED BY:	JOB #:
RS	813.102
Downtown Chesterfield Tree Stand Delineation	
<b>TSD-2</b>	

**Note:** Refer to sheet TSD-5 for tree inventory chart.





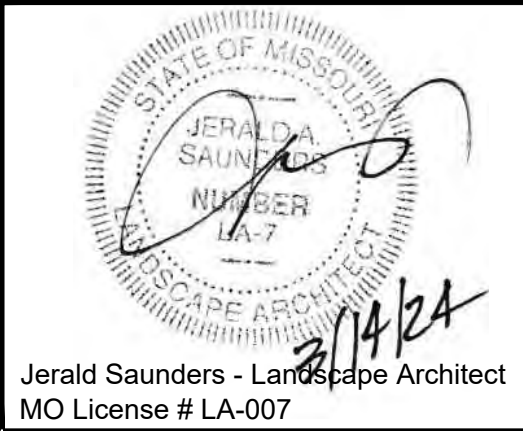
 **Tree Stand Delineation - Southeast**  
SCALE 1"=50'



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

Revisions:

Date	Description	No.
3/14/24	Land Swap	1



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landscape architects + planners  
750 spint 40 park drive, chesterfield, missouri 63005  
t. 636-619-8668 www.loomis-associates.com

DRAWN BY:	DATE:
KP	3/10/23
CHECKED BY:	JOB #:
RS	813.102
Downtown Chesterfield Tree Stand Delineation	
<b>TSD-3</b>	

Note: Refer to sheet TSD-5 for tree inventory chart.







Tree Inventory					
ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
1	Amur Maple	8	24	1	
2	Amur Maple	10	24	1	
3	Amur Maple	7	24	1	
4	Amur Maple	8	24	1	
6	Ash	15	35	2	
7	Ash	20	30	2	
8	Honeylocust	6	24	3	
9	Maple	12	24	2	
10	Maple	20	30	2	
11	Maple	9	24	2	
22	Redbud	10	24	3	
23	Honeylocust	6	30	3	
24	Honeylocust	7	18	3	
25	Honeylocust	8	24	3	
27	Maple	20	28	3	
28	Maple	7	20	3	
29	Maple	20	35	3	
51	Honeylocust	4	18	1	
58	Linden	6	12	1	Trunk damage
59	Cherry	4	8	2	Steel cable embedded
60	Pear	12	20	2	Crown loss
61	Pear	8	20	2	
62	Pear	8	20	2	
83	Pear	8	20	2	Dieback
84	Pear	8	20	1	Dieback
85	Pear	10	20	2	
86	Pear	10	20	2	
67	Pear	8	15	2	
68	Pear	10	20	2	
69	Pear	12	20	2	
70	Pear	12	20	2	
71	Ash	14	30	1	
72	Ash	12	20	1	
73	Ash	12	30	1	
74	Ash	16	30	2	
75	Ash	12	30	1	Dieback
76	Ash	14	25	1	
77	Ash	14	25	1	
78	Ash	14	25	1	
79	Crabapple	5	10	2	
80	Crabapple	6	12	1	
81	Crabapple	5	10	2	
82	Crabapple	5	15	2	
83	Crabapple	5	12	2	
84	Crabapple	5	15	2	
85	Dead	10		0	Dead
86	Crabapple	5	12	2	
87	Crabapple	4	12	2	
88	Crabapple	5	10	2	
89	Crabapple	4	15	2	
90	Crabapple	6	15	3	
91	Hawthorn	20	25	1	2x trunks
92	Hawthorn	12	25	1	Lean
93	Red Maple	12	25	2	Chlorotic
94	Red Maple	10	20	1	Dieback
95	Ash	10	25	1	
96	Ash	10	25	1	
97	Ash	14	30	2	
98	Ash	16	30	2	
99	Ash	10	25	1	
100	Ash	10	25	1	
101	Ash	5	10	1	
102	Ash	7	12	1	
103	Ash	7	12	1	
104	Ash	7	12	1	
105	Ash	5	10	1	
106	Crabapple	3	10	2	
107	Crabapple	3	10	2	
108	Crabapple	5	15	3	
109	Crabapple	4	12	2	
110	Crabapple	3	10	2	
111	Crabapple	5	15	3	
112	Pear	4	8	1	
113	Honeylocust	12	20	1	Dieback
114	Pear	3	5	1	
115	Maple	8	15	2	
116	Crabapple	4	10	1	
117	Crabapple	6	15	2	
118	Crabapple	4	12	2	
119	Crabapple	4	12	1	
120	Elm	2	4	3	
121	Maple	5	12	2	
122	Maple	5	12	2	
123	Honeylocust	6	15	2	
124	Honeylocust	8	20	2	
125	White Pine	8	20	2	Offsite
126	Pear	8	20	3	
127	Red Maple	24	35	3	Offsite, Monarch
128	White Pine	10	25	3	Offsite
129	White Pine	8	20	2	Offsite
130	Oak	4	6	1	Offsite
131	Bald Cypress	12	25	3	Offsite
132	Bald Cypress	10	20	3	Offsite
133	Bald Cypress	12	25	3	Offsite
134	Ash	12	20	1	Offsite
138	Cherry	5	10	1	Offsite
139	Maple	5	10	2	Offsite
210	Pear	8	12	2	Offsite
212	Ash	6	15	1	Offsite
213	Ash	6	12	1	

Tree Inventory					
ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
214	Pear	6	12	3	
215	Pear	6	12	2	
217	Honeylocust	10	20	3	Offsite
218	Crabapple	6	12	1	
224	Pine	6	12	3	Offsite
225	Pear	14	20	2	
226	Pear	6	10	1	
227	Maple	6	10	3	
228	Pear	4	10	2	
229	Pear	6	12	2	
230	Pear	6	10	1	
231	Pear	6	10	1	
232	Pear	5	10	3	
233	Pear	5	8	1	
234	Pear	6	15	2	
235	Pear	8	15	2	
236	Pear	6	10	2	
237	Pear	5	10	2	
238	Pear	5	6	1	
239	Pear	6	10	1	
240	Pear	6	12	2	
241	Pear	6	12	2	
242	Maple	8	20	2	
243	Pear	5	10	3	
244	Pear	4	10	2	
245	Pear	5	10	2	
246	Pear	5	10	2	
247	Ash	6	12	1	
248	Ash	6	12	3	
249	Pear	6	12	3	
250	Pear	4	10	2	
251	Ash	5	12	2	
252	Pear	5	12	2	
253	Pear	6	12	2	
254	Maple	5	10	1	
255	Maple	6	15	3	
256	Redbud	6	15	3	
257	Redbud	3	6	3	
258	Pear	10	20	3	
259	Redbud	5	12	2	Mower damage
260	Spruce	6	10	3	
261	Spruce	5	8	3	
262	Spruce	5	8	3	
263	Redbud	8	15	2	
264	Pear	5	12	3	
265	Pear	5	12	2	
266	Honeylocust	4	10	2	
267	Crabapple	4	12	2	
268	Hawthorn	20	25	3	Multi-stem
269	Hawthorn	20	25	3	Multi-stem
270	Honeylocust	40	50	3	Multi-stem
271	Honeylocust	16	20	2	
272	Pine	12	15	1	
273	Pine	8	10	2	
274	Pine	16	20	2	
275	Pine	10	15	2	
276	Pine	12	15	2	
277	Maple	12	25	3	
278	Pine	14	20	2	
279	Pine	12	15	1	
280	Dead	10		0	Dead
281	Ash	8	20	1	
282	Pear	6	15	3	
283	Pear	6	15	2	
284	Pear	6	12	2	
285	Pear	6	12	2	
286	Ash	6	12	1	
287	Ash	6	15	1	
288	Pear	6	15	2	
289	Pear	6	10	3	
290	Pear	6	10	2	
291	Ash	6	12	2	
292	Pear	6	10	2	
293	Pear	6	10	2	
294	Pear	10	20	2	
295	Linden	8	15	1	
296	Crabapple	4	12	2	
297	Cherry	5	10	3	
298	Crabapple	4	15	2	
299	Linden	8	15	3	
300	Maple	12	20	2	
301	Maple	10	20	2	
302	Pear	1	20	3	
303	Pear	10	20	2	
304	Pear	8	10	1	
305	Pear	10	20	2	
306	Pear	8	20	2	
307	Pear	10	20	2	
308	Pear	12	25	2	
309	Ash	8	20	1	
310	Pear	6	15	2	
311	Honeylocust	12	35	2	
312	Honeylocust	12	35	2	
313	Pear	8	25	2	
314	Honeylocust	12	30	3	
315	Crabapple	15	8	1	
316	Dead	10		0	Dead
317	Ash	8	30	1	
318	Honeylocust	10	30	3	
319	Ash	8	20	0	Dead

Tree Inventory					
ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
320	Ash	10	20	1	
321	Honeylocust	8	20	2	
322	Honeylocust	4	15	2	
323	Red Maple	8	20	2	
324	Red Maple	8	20	3	
325	Hawthorn	15	15	2	Multi-stem
326	Hawthorn	15	15	2	Multi-stem
327	Hawthorn	15	15	2	Multi-stem
328	Hawthorn	15	15	2	Multi-stem
329	Hawthorn	15	15	2	Multi-stem
330	Hawthorn	12	15	2	Multi-stem
331	Red Maple	6	15	3	
332	Red Maple	7	15	3	
333	Red Maple	8	20	3	
334	Hawthorn	10	15	2	
335	Hawthorn	10	12	1	Mixed with 2" Dogwood
336	Hawthorn	8	12	1	
337	Dogwood	12	15	2	Multi-stem
338	Honeylocust	14	30	3	
339	Red Maple	6	12	1	Trunk cavity
340	Pear	16	40	2	Twin
341	Pear	36	50	3	Multi-stem
342	Ash	14	10	1	
343	Ash	14	10	1	
344	Ash	10	20	1	
345	Ash	10	20	1	
346	Riverbirch	12	25	3	
347	Honeylocust	12	30	3	
348	Crabapple	6	10	0	Dead
349	Crabapple	8	10	0	Dead
350	Honeylocust	10	25	2	
351	Honeylocust	8	25	3	
352	Honeylocust	8	25	3	
353	Crabapple	6	10	0	Dead
354	Crabapple	8	15	1	
355	Hawthorn	12	12	2	Multi-stem
356	Hawthorn	10	12	2	Multi-stem
357	Hawthorn	12	12	2	Multi-stem
358	Red Maple	5	15	1	
359	Honeylocust	6	15	2	
360	Hawthorn	12	15	2	
361	Hawthorn	12	12	2	
362	Hawthorn	10	12	2	
363	Hawthorn	12	12	2	
364	Hawthorn	10	12	1	
365	Hawthorn	12	12	2	
366	Honeylocust	7	20	3	
367	Honeylocust	7	20	2	
368	Crabapple	8	15	2	
369	Crabapple	8	12	1	
370	Crabapple	8	15	2	
371	Red Maple	8	20	2	
372	Hawthorn	15	15	2	Multi-stem
373	Hawthorn	12	12	2	Multi-stem
374	Hawthorn	15	12	2	Multi-stem
375	Hawthorn	12	12	1	Multi-stem
376	Hawthorn	12	15	2	Multi-stem
377	Red Maple	5	15	2	Lost leader
378	Red Maple	5	12	1	
379	Red Maple	7	15	3	
380	Pear	7	15	3	
381	Japanese Maple	12	15	3	
382	Spruce	12	20	3	Vines
383	Honeylocust	20	40	3	
384	Honeylocust	18	40	3	
385	Honeylocust	20	40	2	
386	Ash	12	25	1	
387	Honeylocust	10	25	2	
388	Honeylocust	8	20	2	
389	Honeylocust	7	20	3	
390	Sweetgum	12	20	2	
391	Sweetgum	12	20	2	
392	Sweetgum	12	30	2	
393	Sweetgum	8	20	2	
394	Sweetgum	12	25		



# Memorandum

## Department of Planning



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

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

**Date:** June 03, 2024

**RE:** **P.Z. 02-2024 18009 and 18045 N. Outer 40 Rd. (Gumbo Flats Properties, LLC)**: A request for an ordinance amendment to create a new “PI” Planned Industrial District for two parcels zoned “M3” Planned Industrial District, “NU” Non-Urban District and “PI” Planned Industrial District, and totaling 78.07 acres located on the north side of Outer 40 Road (16W310045 and 16W240041).

### **Summary**

Stock & Associates Consulting Engineers, Inc, on behalf of Gumbo Flats Properties, LLC has submitted a request for an ordinance amendment to create a new “PI” Planned Industrial District by including the “M3” Planned Industrial District, “PI” Planned Industrial District, and “NU” Non-Urban District parcels. The ordinance amendment will modify the specific criteria and legal description in the existing ordinance of the PI District, Ordinance 2944 and expand the legal description to consolidate one zoning over the area.

A Public Hearing was held on March 11, 2024 for this petition, during which the City of Chesterfield Planning Commission raised multiple issues regarding:

- Visual impact of the proposed parking area
- Concern regarding the amount of tree removal associated with the proposed improvements
- Consistency with Conservation land use designation

The petition was reviewed by Planning Commission on May 13, 2024. Planning Commission approved this petition, with two amendments. First amendment was to include a restriction within the Attachment A to limit 65 feet building height for lot D and 20 feet height restriction for rest of the parcel. Second amendment was to have setback requirement from the west property line of the Planned Industrial District. The amended motion was passed, by a vote of 9 to 0.

On May 23, 2024, the petition was brought before the Planning & Public Works Committee. A motion was made to forward the petition to City Council with a recommendation to approve. The motion failed to pass by vote 2-2.

Attachments: Legislation  
Attachment A  
Attachment B – Preliminary Development Plan





Figure 1: Subject Site Aerial

**BILL NO.** 3508

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

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2944 FOR A “PI” PLANNED INDUSTRIAL DISTRICT AND CREATING A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 78.07 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF OUTER 40 ROAD [P.Z. 02-2024 18009 AND 18045 N. OUTER FORTY ROAD (GUMBO FLATS PROPERTIES, LLC), 16W310045 AND 16W240041].**

**WHEREAS**, the petitioner, Gumbo Flats Properties, LLC, has requested a change in zoning from the “PI” Planned Industrial District to new “PI” Planned Industrial District for a 78.07 acre tract of land located on the north side of Outer 40 Road; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on March 11, 2024; and,

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

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning, with amendments, by a vote of 2-2; and,

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a new “PI” Planned Industrial District designation for a 78.07 acre tract of land located on the north side of Outer 40 Road as described as follows:

A TRACT OF LAND LOCATED IN U.S. SURVEYS 368 AND 371, IN TOWNSHIP 45 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

BEGINNING AT THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY LINE OF INTERSTATE 64, ALSO KNOWN AS HIGHWAY 40, VARIABLE WIDTH, AND THE WEST LINE OF LOT 3 OF NICHOLAS MUELLER ESTATE PLAT BOOK 2 PAGE 25 OF THE ST. LOUIS COUNTY RECORDS; THENCE THE FOLLOWING COURSE AND DISTANCES ALONG SAID NORTHEAST RIGHT OF WAY LINE: NORTH 55 DEGREES 11 MINUTES 06 SECONDS WEST, 225.12 FEET; NORTH 37 DEGREES 50 MINUTES 17 SECONDS WEST, 169.45 FEET; NORTH 26 DEGREES 25 MINUTES 51 SECONDS WEST, 199.71 FEET; NORTH 37 DEGREES 39 MINUTES 24 SECONDS WEST, 175.60 FEET; NORTH 46 DEGREES 48 MINUTES 55 SECONDS WEST, 169.60 FEET; NORTH 49 DEGREES 46 MINUTES 39 SECONDS WEST, 197.61 FEET; NORTH 60 DEGREES 07 MINUTES 09 SECONDS WEST, 187.51 FEET; NORTH 59 DEGREES 03 MINUTES 47 SECONDS WEST, 183.94 FEET; NORTH 45 DEGREES 52 MINUTES 41 SECONDS WEST, 193.99 FEET; NORTH 32 DEGREES 48 MINUTES 51 SECONDS WEST, 190.24 FEET; NORTH 42 DEGREES 30 MINUTES 56 SECONDS WEST, 148.45 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 2,724.29 FEET; ALONG SAID CURVE AN ARC DISTANCE OF 270.42 FEET AND A CHORD WHICH BEARS NORTH 18 DEGREES 31 MINUTES 12 SECONDS WEST, 270.31 FEET; NORTH 15 DEGREES 40 MINUTES 42 SECONDS WEST, 243.13 FEET; NORTH 41 DEGREES 19 MINUTES 10 SECONDS WEST, 110.92 FEET; NORTH 15 DEGREES 40 MINUTES 42 SECONDS WEST, 510.00 FEET; NORTH 74 DEGREES 19 MINUTES 18 SECONDS EAST, 10.00 FEET; NORTH 15 DEGREES 40 MINUTES 42 SECONDS WEST, 170.00 FEET; NORTH 74 DEGREES 19 MINUTES 18 SECONDS EAST, 5.00 FEET; NORTH 15 DEGREES 40 MINUTES 42 SECONDS WEST, 120.00 FEET; NORTH 74 DEGREES 19 MINUTES 18 SECONDS EAST, 10.00 FEET; AND NORTH 15 DEGREES 40 MINUTES 42 SECONDS WEST, 525.24 FEET, TO THE SOUTH BANK OF THE MISSOURI RIVER AS LOCATED BY STOCK AND ASSOCIATES CONSULTING ENGINEERS IN OCTOBER 2023; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SAID SOUTH BANK OF THE MISSOURI RIVER: NORTH 48 DEGREES 31 MINUTES 28 SECONDS EAST, 335.26 FEET; NORTH 84 DEGREES 44 MINUTES 55 SECONDS EAST, 198.93 FEET; SOUTH 78 DEGREES 34 MINUTES 46 SECONDS EAST, 325.04

FEET; AND NORTH 62 DEGREES 10 MINUTES 34 SECONDS EAST, 523.22 FEET, TO THE WEST LINE OF ABOVE SAID LOT 3; THENCE ALONG SAID WEST LINE, SOUTH 11 DEGREES 29 MINUTES 32 SECONDS EAST, 3,768.25 FEET TO THE POINT OF BEGINNING. CONTAINING 3,401,035 SQUARE FEET OR 78.077 ACRES, MORE OR LESS.

**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 Gumbo Flats Properties, LLC, in P.Z. 02-2024, 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 11<sup>th</sup> day of March, 2024, 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 \_\_\_\_\_, 2024.

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

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

ATTEST:

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

FIRST READING HELD: 06/03/2024

## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

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

1. The uses allowed in this “PI” Planned Industrial District shall be:
  - a. Batching plant.
  - b. Extraction & processing of raw materials from the earth and processing thereof
  - c. Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
2. The above uses in the “PI” Planned Industrial District shall be restricted as follows:
  - a. Manufacture of asphalt and storage of materials incident to such manufacturing is prohibited.
  - b. Permitted use “a” and “b” shall be restricted only to Lot D located on the north portion of the site as depicted in the Preliminary Development Plan
  - c. Parking “garages” shall not be permitted
  - d. Gravel parking within this “PI” District is allowed north of the Levee only if:
    - i. Parcels north of the Chesterfield-Monarch Levee are consolidated between this “PI” District and the adjacent parcel(s) to the east.
    - ii. A portion of gravel parking from the “PC” District immediately east of this development, as depicted on the Preliminary Development Plan, is relocated.
    - iii. The total gravel parking area for Lot C shall not exceed the area shown on the attached Preliminary Development Plan.
3. Hours of Operation.
  - a. Hours of operation for this “PI” District shall not be restricted.

4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

### 1. Height

- a. The maximum height of the building, exclusive of roof screening, shall not exceed sixty-five (65) feet for Lot D and twenty (20) feet for rest of the PI parcel.
- b. The height of the sand and gravel stockpiles located on Lot D shall be limited to the level of the adjacent roadways.

### 2. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for each lot within this development.

## **C. SETBACKS**

### 1. Structure Setbacks

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

- a. Thirty (30) feet from the west boundary of the Planned Industrial (PI) District.
- b. Zero (0) feet from the eastern boundary of the PI District.
- c. Zero (0) feet from the north boundary of the PI District.

### 2. Parking Setbacks

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

- a. Thirty (30) feet from the west boundary of the PI District.
- b. Zero (0) feet from the north boundary of the PI District.
- c. Zero (0) feet from the eastern boundary of the PI District.

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

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking lots shall not be used as streets.
3. Access to this development shall be permitted to utilize the existing gravel driveway.
4. The Monarch-Chesterfield Levee Trail crossing shall be continuously maintained free of dirt, gravel, and debris.
5. Parking and access roads, substantially conforming with the Preliminary Development Plan, may utilize gravel or other similar materials.
6. Water shall be applied to the unpaved road surface at least twice per day during any day of operation, or as frequently as deemed necessary by City Staff for dust suppression purposes. When additional water applications are directed by City Staff the application shall be initiated within two hours of the directive.

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

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

#### **F. SIGN REQUIREMENTS**

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

#### **G. LIGHT REQUIREMENTS**

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

#### **H. ARCHITECTURAL**

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate

landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

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

1. Access to the development shall be as shown on the Preliminary Development Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
2. Cross access shall be provided to the adjoining properties as directed by the City of Chesterfield.
3. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
4. Access to Missouri Department of Transportation (MODOT) road right-of-way and improvements within MODOT road right-of-way (N. Outer 40 Road) shall be as directed by MODOT.

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

1. Obtain approvals from the City of Chesterfield and the Missouri Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
2. Additional right-of-way and road improvements shall be provided, as required by Missouri Department of Transportation and the City of Chesterfield.
3. Any water or sanitary taps in MoDOT right of way will require a separate permit issued to the contractor/plumber doing the work as required by MoDOT.
4. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the Missouri Department of Transportation. No gate installation will be permitted on public right-of-way.
5. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
6. If a gated access is installed, must meet all the requirements of City Code.



7. Pedestrian improvements and connections to and/or across the Levee Trail will require review and approval of the City of Chesterfield and Monarch Chesterfield Levee District.

#### **K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or the Missouri Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto N. Outer 40 Rd. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

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

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

#### **M. STORM WATER**

1. Formal MSD review, approval, and permits are required.
2. Post-construction BMP's will be required. Stormwater Management facilities and site design strategies shall be applied such that the extents of the project's disturbed areas are managed. The site is considered new development; volume reducing BMP's will be required.
3. Channel protection volume may be required for the portions of the project outside of the Monarch Chesterfield Levee District unless exempt by the MSD Rules and Regulations.
4. Culverts will not be maintained by MSD.
5. A flood plain study will be required for this project for any work performed outside of the Levee District Boundary.
6. Approval from the Monarch Chesterfield Levee District.

7. Note that projects that affect wetland or waters of the United States will likely be accompanied by an additional assessment of the feature as required by the U.S. Army Corp of Engineers and/or Missouri Department of Natural Resources under Clean Water Act section 401/ 404 permitting requirements. MSD may require documentation that the project has satisfied 401/404 permitting requirements prior to plan approval, or documentation that the activities are exempt.
8. The project is in the Caulks Creek Service area and is subject to the Caulks Creek Surcharge.
9. Sanitary flow estimates must be provided to MSD. These shall include the estimated average daily and peak flow rates. These estimates are needed to determine the sanitary requirements for the site. Sanitary improvements, including pump station upgrades may be required based on the flow rates provided.
10. A public sanitary sewer extension may be required as per MSD.
11. Sample manholes or tees may be required by MSD.
12. If sanitary service is proposed on the river side of the levee the system would need to be designed as to minimize infiltration during a high water event.
13. Easements will be required to allow for future public sewer extensions to adjacent tracts.
14. Offsite easements may be required as directed by MSD.

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

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

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

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

#### **R. MISCELLANEOUS**

1. Overhead electric service is permitted on the north side of the Levee.
2. Any retaining wall along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
3. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Development Permit Application to the City of Chesterfield for approval. The Floodplain Development Permit must be approved prior to the approval of a Grading Permit or Improvement Plans. Any proposed development in, or alteration of, the FEMA designated floodway shall require a No Rise Certification signed and sealed by a Missouri Professional Engineer. A Floodplain Study may also be required as directed by the City of Chesterfield.

If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA). The LOMR must be issued by FEMA prior to the approval of improvement plans. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation, except Lot D. Consult Article 05 of the Unified Development Code for specific requirements.

## **II. GENERAL CRITERIA**

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

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

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

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

21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

### **III. TRUST FUND CONTRIBUTION**

The developer shall be required to contribute to the Traffic Generation Assessment (TGA) to the Trust Fund Area E.

#### **ROADS**

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction. This contribution shall be established by the City of Chesterfield Trust Fund Rate Schedule effective at the time of development.

The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.

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

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

#### **A. WATER MAIN**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$1058.23 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

## **B. STORM WATER**

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,357.52 per acre for the total area as approved on the Site Development Plan.

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

## **C. SANITARY SEWER**

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

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

The amount of these required contributions for the storm water and primary water line improvements, if not submitted by January 1, 2025 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

## **IV. RECORDING**

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

## **V. ENFORCEMENT**

**A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.

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



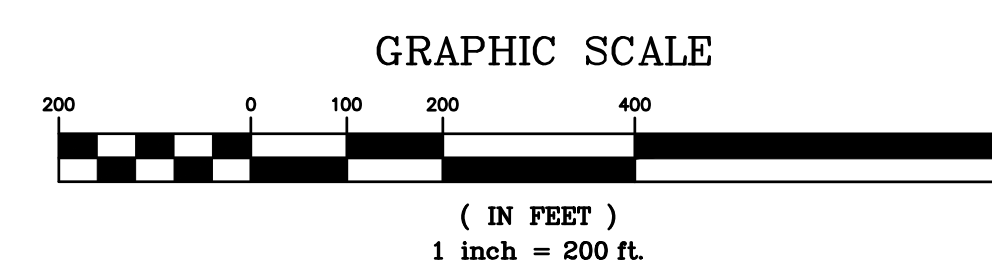
# PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING PART OF U.S. SURVEYS 368 AND 371, IN  
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

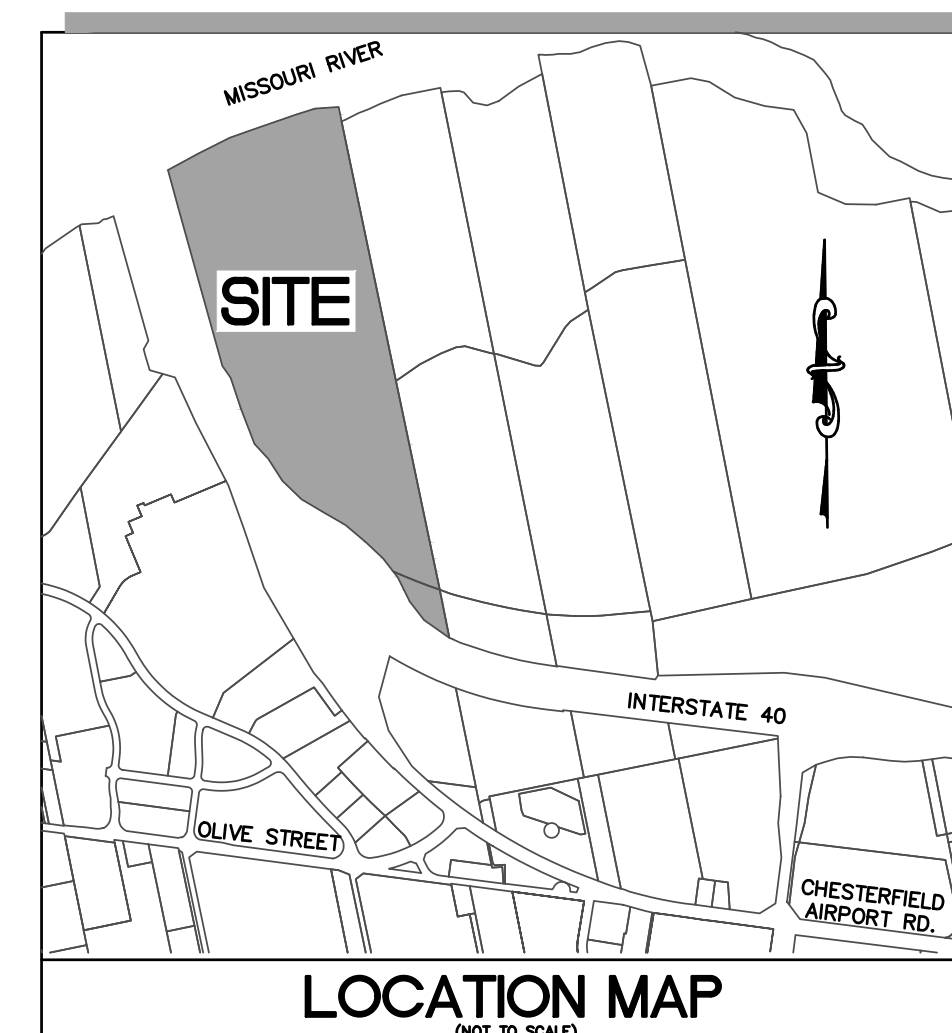
257 Chesterfield Business Parkway  
St. Louis, MO 63005 PH: (636)  
500-9000 FAX: (636) 530-9000  
e-mail: general@stockand.com  
Web: www.stockand.com

PREPARED BY:

**STOCK & ASSOCIATES**  
Consulting Engineers, Inc.



SCALE: 1" = 200'



## SITE INFORMATION

OWNER: GUMBO FLATS PROPERTIES, LLC  
ADDRESS: 18009 & 18045 N. OUTER 40 RD  
CHESTERFIELD, MO 63005  
ZONING: "PI" PLANNED INDUSTRIAL - ORD. No. 2944, M3 & NU  
16W310045 & 16W240041  
LOCATOR NO:  
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT  
SCHOOL DISTRICT: ROCKWOOD  
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.  
WATER SHED: MISSOURI RIVER  
FEMA MAP: 29189C0145K (02/04/2015)  
W/ LOMR NOV. 16, 2017 CASE NO. 17-07-0742P  
ELECTRIC COMPANY: AMEREN UE  
GAS COMPANY: SPIRE INC.  
PHONE COMPANY: AT&T  
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

## SHEET INDEX

PDP 1.0 OVERALL SITE PLAN  
PDP 2.0 SITE PLAN - TRAILER ACCESS NORTH OF LEVEE  
PDP 3.0 SITE SECTIONS  
TSD TREE STAND DELINEATION  
TPP TREE PRESERVATION PROTECTION  
L1.02 GRAVEL PARKING LOT LANDSCAPE PLAN

## PROPERTY DESCRIPTION

A tract of land located in U.S. Surveys 368 and 371, in Township 45 North, Range 3 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the northeast right of way line of Interstate 64, also known as Highway 40, variable width, and the west line of Lot 3 of Nicholas Mueller Estate Plat Book 2 Page 25 of the St. Louis County records; thence the following course and distances along said northeast right of way line: North 55 degrees 11 minutes 06 seconds West, 225.12 feet; North 37 degrees 50 minutes 17 seconds West, 169.45 feet; North 26 degrees 25 minutes 51 seconds West, 199.71 feet; North 37 degrees 39 minutes 24 seconds West, 175.60 feet; North 48 degrees 48 minutes 55 seconds West, 169.60 feet; North 49 degrees 46 minutes 39 seconds West, 197.61 feet; North 60 degrees 07 minutes 09 seconds West, 187.51 feet; North 59 degrees 03 minutes 47 seconds West, 183.94 feet; North 45 degrees 52 minutes 41 seconds West, 193.99 feet; North 32 degrees 48 minutes 51 seconds West, 190.24 feet; North 42 degrees 30 minutes 58 seconds West, 148.45 feet to a curve to the right having a radius of 2,724.29 feet; along said curve an arc distance of 270.42 feet and a chord which bears North 18 degrees 31 minutes 12 seconds West, 270.31 feet; North 15 degrees 40 minutes 42 seconds West, 243.13 feet; North 41 degrees 19 minutes 10 seconds West, 110.92 feet; North 15 degrees 40 minutes 42 seconds West, 510.00 feet; North 14 degrees 19 minutes 19 seconds East, 10.00 feet; North 15 degrees 40 minutes 42 seconds West, 170.00 feet; North 74 degrees 19 minutes 18 seconds East, 5.00 feet; North 15 degrees 40 minutes 42 seconds West, 120.00 feet; North 74 degrees 19 minutes 18 seconds East, 10.00 feet; and North 15 degrees 40 minutes 42 seconds West, 525.24 feet, to the South Bank of the Missouri River as located by Stock and Associates Consulting Engineers in October 2023; thence the following courses and distances along the said south bank of the Missouri River: North 48 degrees 31 minutes 29 seconds East, 335.25 feet; North 84 degrees 44 minutes 55 seconds East, 198.93 feet; South 78 degrees 34 minutes 46 seconds East, 325.04 feet; and North 62 degrees 10 minutes 34 seconds East, 523.22 feet, to the west line of above said Lot 3; thence along said west line, South 11 degrees 29 minutes 32 seconds East, 3,768.25 feet to the POINT OF BEGINNING.  
Containing 3,401,035 square feet or 78,077 acres, more or less.

## PI PLANNED INDUSTRIAL DISTRICT ORD.# 2944

Structure and Parking setbacks: Zero feet.

Height Requirements:  
Max Height of building, exclusive of roof screening shall not exceed 65 feet.

## LEGEND

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

## ABBREVIATIONS

- ATG - ADJUST TO GRADE
- B.C. - BACK OF CURB
- C.O. - CLEANOUT
- DB. - DEED BOOK
- E. - ELECTRIC
- ELEV. - ELEVATION
- EX. - EXISTING
- F.C. - FACE OF CURB
- FL. - FLOWLINE
- FT. - FEET
- FND. - FOUND
- G. - GAS
- H.W. - HIGH WATER
- LFB. - LOW FLOW BLOCKED
- M.H. - MANHOLE
- N/F. - NOW OR FORMERLY
- PL. - PLANT
- PS. - PAGE
- PR. - PROPOSED
- P.V.C. - POLYVINYL CHLORIDE PIPE
- R.C.P. - REINFORCED CONCRETE PIPE
- R/W. - RIGHT-OF-WAY
- S. - SQUARE
- T. - TELEPHONE CABLE
- T.B.A. - TO BE ABANDONED
- T.B.R. - TO BE REMOVED
- T.B.R.&R. - TO BE REMOVED AND REPLACED
- TYP. - TYPICALLY
- U.P. - USE IN PLACE
- U.O.N. - UNLESS OTHERWISE NOTED
- V.C.P. - VITRIFIED CLAY PIPE
- W. - WATER
- (86"W) - RIGHT-OF-WAY WIDTH

## FLOOD NOTE:

SUBJECT PROPERTY LIES WITHIN FLOOD ZONE ZONE AE (BASE FLOOD ELEVATIONS DETERMINED, ELEV.=460.15-460.69), FLOODWAY AREAS IN ZONE AE, FLOOD ZONE AH (FLOOD DEPTHS OF 1 TO 3 FEET, USUALLY AREAS OF PONDING), BASE FLOOD ELEVATIONS DETERMINED, ELEV.=460), AND FLOOD ZONE X SHAD (AREAS OF 1% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NUMBER 29189C0145K WITH AN EFFECTIVE DATE OF 02/04/2015 AND REVISED TO REFLECT LOMR NOV. 16, 2017 CASE NO. 17-07-0742P BY GRAPHICALLY PLOTTING.

## GEOTECHNICAL NOTE

CONTRACTOR SHALL READ THE GEOTECHNICAL FEASIBILITY STUDY MWT JOB NO. 15545 TITLED NORTH OUTER 40, CHESTERFIELD, MISSOURI, AS PREPARED BY MIDWEST TESTING (DAN BARCZYKOWSKI, P.E.) DATED 11/09/2022. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW ALL RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT. THE GEOTECHNICAL REPORT, ANY ADDENDUMS OR ADDITIONAL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER ARE CONSIDERED PART OF THESE SPECIFICATIONS AND SHALL BE USED AS THE BASIS FOR CONSTRUCTION MEANS AND METHODS.

## DISCLAIMER:

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

## UTILITY NOTE:

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



MoDOT LOCATE (314) 340-4100

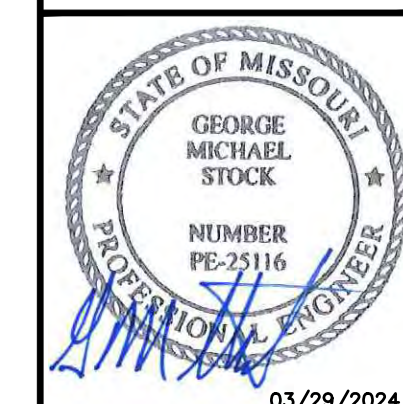


PREPARED FOR  
GUMBO FLATS PROPERTIES, LLC  
MR. JERRY KERR - MANAGER  
PHONE: (855) 332-4777

**ST. LOUIS COUNTY BENCHMARK**  
BENCHMARK#12387  
NAD83 Elev = 461.00  
Standard DNR aluminum disk stamped SL-38A situated in grassy area south of Chesterfield Airport Road and east of Chesterfield Industrial Boulevard, north of a bank addressed as #1000 Chesterfield Industrial Boulevard; roughly 49 feet south of the centerline of Chesterfield Airport road, 78 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.6 feet northeast of the northwest corner of the subdivision entrance monument for Chesterfield Industrial Park.

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

PRELIMINARY DEVELOPMENT PLAN FOR:  
**TEXT AMENDMENT TO PI ORD.# 2944**  
 18009 & 18045 NORTH OUTER 40 ROAD  
 CHESTERFIELD, MO 63005

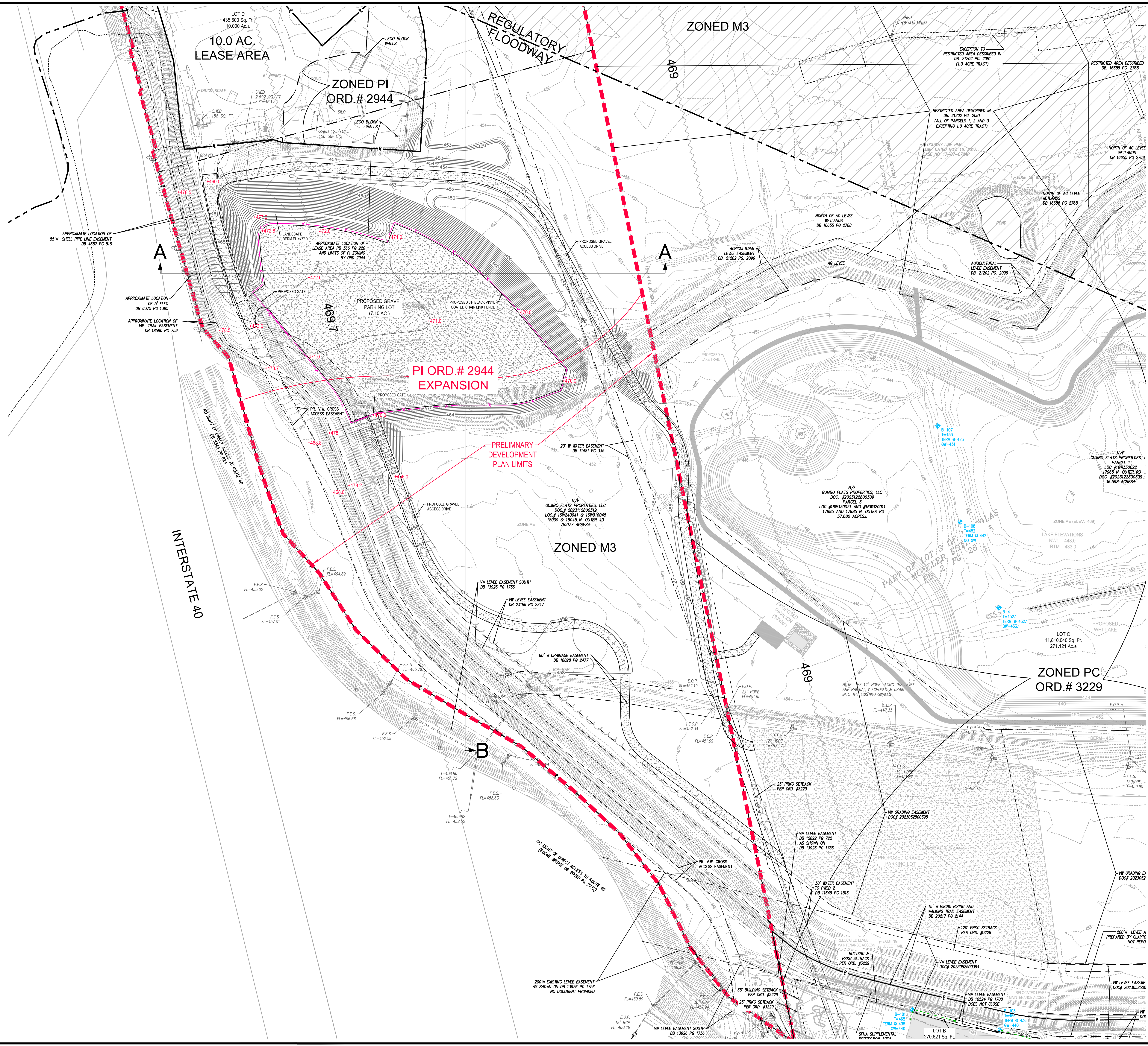
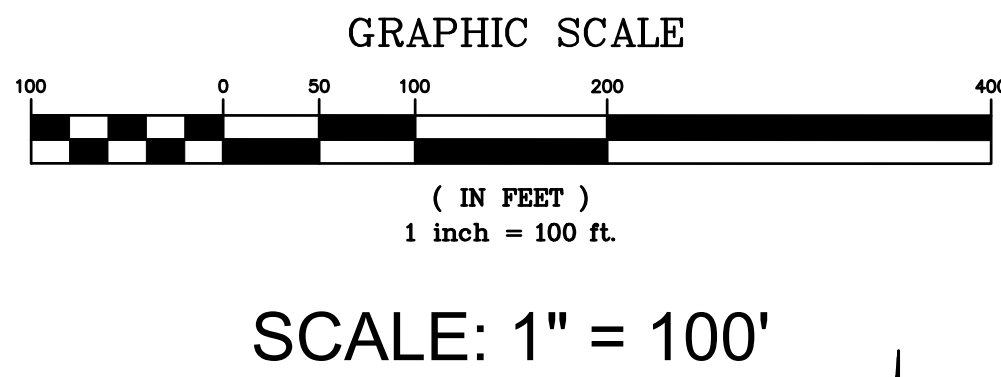


03/29/2024  
GEORGE M. STOCK E-25116  
CIVIL ENGINEER  
CERTIFICATE OF AUTHORITY  
NUMBER: 000996

REVISIONS:	
1	02/08/2024 - PROJECT LIMITS
2	03/29/2024 - CITY COMMENTS

DRAWN BY:	CHECKED BY:
A.C.D.	G.M.S.
DATE:	JOB NO.:
01/26/2024	222-7282.1
REG. P.#:	RISE MAP #:
SLC. MAT.#:	16W & 17W
M.A.N.R.#:	MAT. SUP.#:
SHEET TITLE:	
OVERALL SITE PLAN	
SHEET NO.:	
PDP 1.0	





PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63005 PH: (636) 530-9300  
 5301-3001 FAX: (636) 530-9300  
 e-mail: general@stockinc.com  
 Web: www.stockinc.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**TEXT AMENDMENT TO PI ORD.# 2944**  
 18009 & 18045 NORTH OUTER 40 ROAD  
 CHESTERFIELD, MO 63005



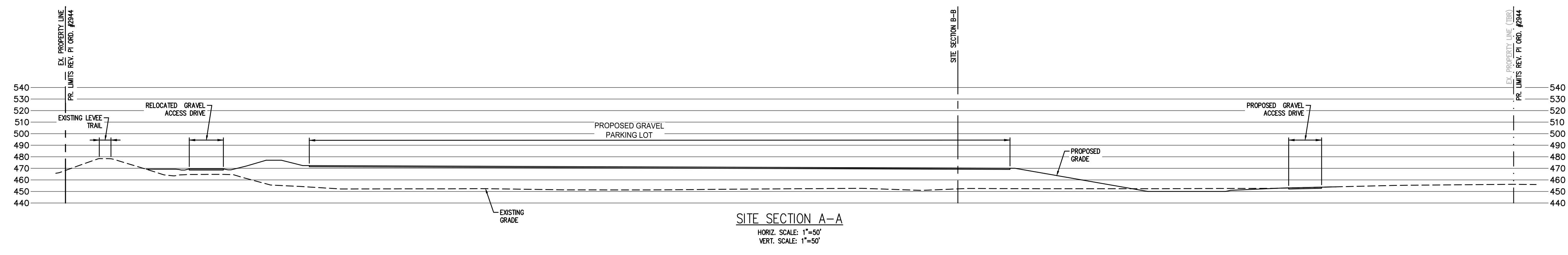
03/29/2024  
 GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 500996

REVISIONS:

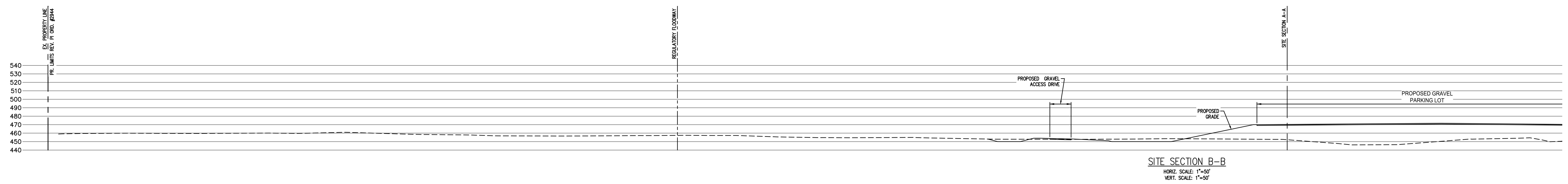
1	02/08/2024	- PROJECT LIMITS
2	03/29/2024	- CITY COMMENTS

DRAWN BY:	GM.S.	CHECKED BY:	GM.S.
DATE:	01/26/2024	JOB NO.:	222-7282.1
S.E.S. P.#		BASE MAP:	16W & 17W
S.L.C. HAT #		HAT S.U.P. #	
M.D.N.R. #			
SHEET TITLE:	SITE PLAN - TRAILOR LOT AND ACCESS NORTH OF LEVEE		
SHEET NO.:	PDP 2.0		

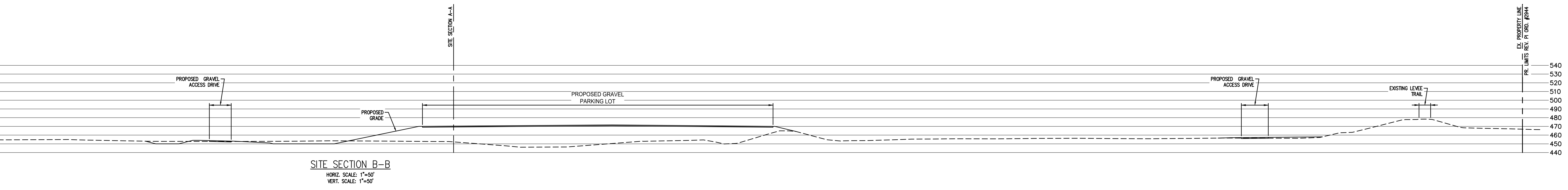




SITE SECTION A-A  
 HORIZ. SCALE: 1"=30'  
 VERT. SCALE: 1"=50'

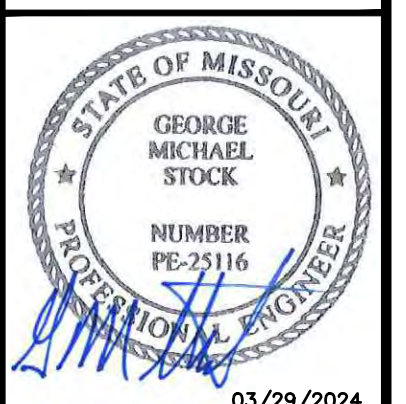


SITE SECTION B-B  
 HORIZ. SCALE: 1"=30'  
 VERT. SCALE: 1"=50'



SITE SECTION B-B  
 HORIZ. SCALE: 1"=30'  
 VERT. SCALE: 1"=50'

PRELIMINARY DEVELOPMENT PLAN FOR:  
**TEXT AMENDMENT TO PI ORD. # 2944**  
 18009 & 18045 NORTH OUTER 40 ROAD  
 CHESTERFIELD, MO 63005



03/29/2024  
 GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

1	02/08/2024	- PROJECT LIMITS
2	03/29/2024	- CITY COMMENTS

DRAWN BY: A.C.D.	CHECKED BY: G.M.S.
DATE: 01/26/2024	JOB NO: 222-7282.1
K.S.D. P.#	BASE MAP #
S.L.C. HAT #	HAT SUP. #
M.D.N.R. #	

SHEET TITLE:  
 SITE SECTIONS  
 SHEET NO.:  
 PDP 3.0

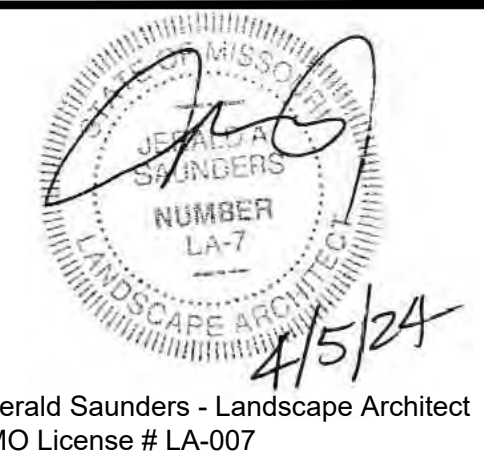


Tree ID	Common Name	DBH	Condition
4240	Cottonwood	35	2
4241	Cottonwood	24	2
4242	Cottonwood	28	2
4243	Cottonwood	33	2
4244	Cottonwood	25	2
4245	American sycamore	30	2
4246	Cottonwood	36	2
4247	Cottonwood	30	2
4248	Cottonwood	28	2
4249	Cottonwood	25	2
4250	Cottonwood	25	2
4251	Silver maple	24	2
4252	Cottonwood	30	2
4253	Cottonwood	33	2
4254	Cottonwood	37	2
4255	Cottonwood	38	2
4256	Cottonwood	28	2
4257	Cottonwood	28	2
4258	Cottonwood	35	2
4259	Silver maple	28	2
4260	Cottonwood	30	2
4261	Cottonwood	24	2
4262	Cottonwood	32	2
4263	Cottonwood	32	2
4264	Cottonwood	44	2
4265	Silver maple	30	2
4266	Cottonwood	32	2
4267	Cottonwood	40	2
4268	Cottonwood	32	2
4269	Cottonwood	42	2
4270	Cottonwood	40	2
4271	Cottonwood	28	2
4272	Cottonwood	28	2
4273	Cottonwood	30	2
4274	Cottonwood	42	2
4275	Cottonwood	31	2
4276	Cottonwood	57	2
4277	Cottonwood	57	2
4278	Cottonwood	30	2
4279	Cottonwood	32	2
4280	Cottonwood	33	2
4281	Cottonwood	33	2
4282	Cottonwood	28	2
4283	Cottonwood	30	2
4284	Silver maple	30	2
4285	Cottonwood	30	2
4286	Cottonwood	30	2
4287	Cottonwood	35	3
4288	Cottonwood	38	3
4289	Cottonwood	35	3
4290	Cottonwood	40	3
4291	Cottonwood	35	3
4292	Cottonwood	37	3
4293	Cottonwood	37	3
4294	Cottonwood	34	3
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4297	Cottonwood	30	3
4298	Cottonwood	35	3
4299	Cottonwood	35	3
4300	Cottonwood	40	3
4301	Cottonwood	35	3
4302	Cottonwood	37	3
4303	American sycamore	25	3
4304	Cottonwood	30	3
4305	Cottonwood	28	2
4306	Cottonwood	28	2
4307	Cottonwood	30	3
4308	American sycamore	29	3
4309	American sycamore	32	3
4310	American sycamore	34	2
4311	American sycamore	28	3
4312	American sycamore	24	3
4313	Cottonwood	40	3
4314	Cottonwood	26	3
4315	Cottonwood	26	3
4316	Cottonwood	29	3
4317	Cottonwood	29	3
4318	Cottonwood	32	3
4319	Cottonwood	26	3
4320	Cottonwood	28	3
4321	Cottonwood	26	3
4322	Cottonwood	29	3
4323	Cottonwood	25	3
4324	Cottonwood	28	3
4325	Cottonwood	26	3
4326	Cottonwood	26	3
4327	Cottonwood	26	3
4328	Cottonwood	28	3
4329	Cottonwood	29	2
4330	Cottonwood	30	2
4331	Cottonwood	27	2
4332	Cottonwood	24	2
4333	American sycamore	28	3
4334	Cottonwood	30	2
4335	Cottonwood	28	2

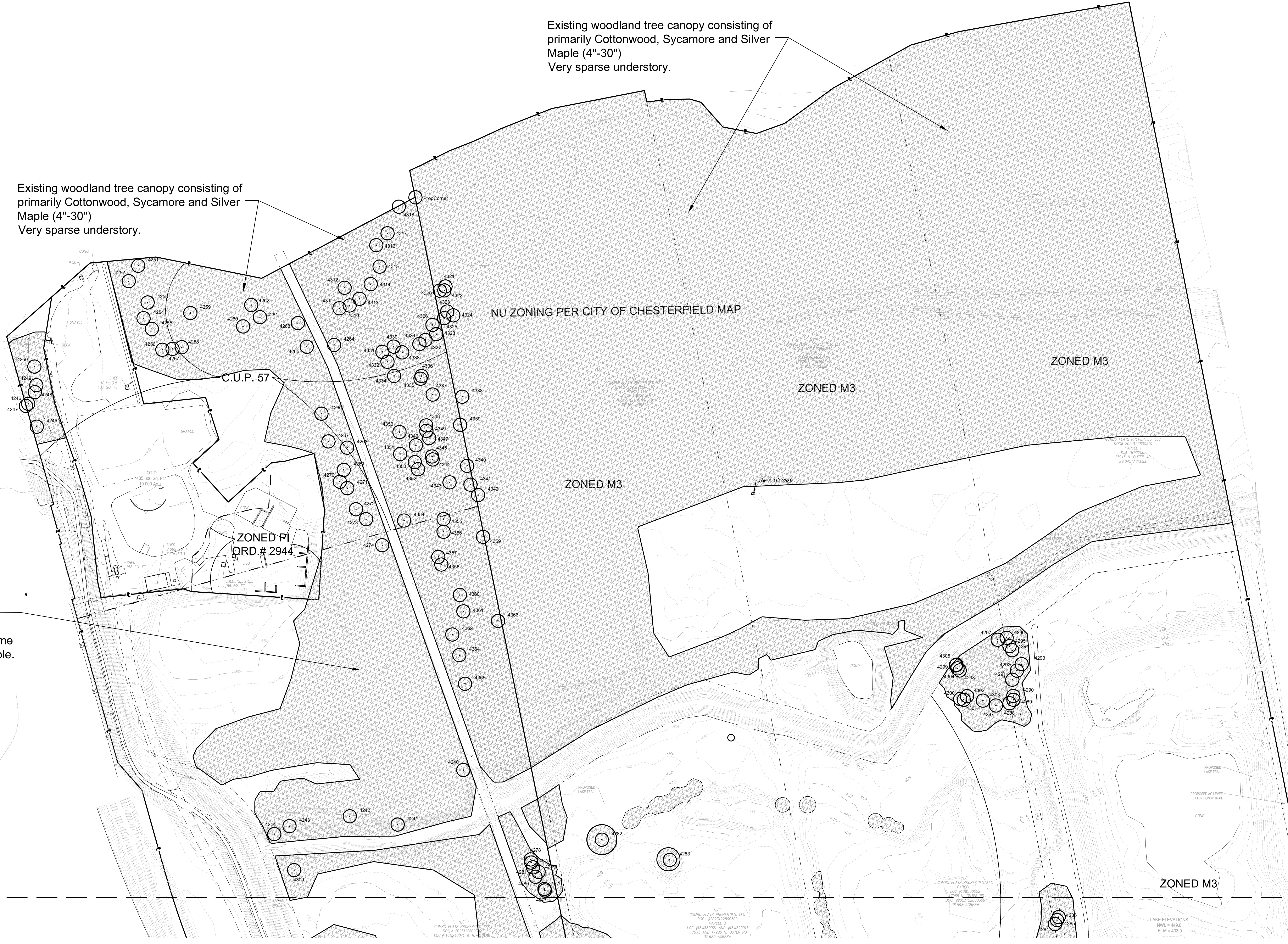
**Tree Condition Rating:**

Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

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



Consultants:



Existing woodland tree canopy consisting of primarily Cottonwood, Sycamore and Silver Maple (4"-30")  
 Very sparse understory.

Existing woodland tree canopy consisting of primarily Cottonwood, Sycamore and Silver Maple (4"-30")  
 Very sparse understory.

Existing woodland tree canopy consisting of primarily Cottonwood, some Sycamore and Silver Maple.  
 Considerable small Box Elder and invasive honeysuckle.

Total Site Area = 12,657,447 s.f. (290.58 acres)  
 Woodland Tree Canopy Area = 5,156,054 s.f. (118.37 acres)

Revisions:

Date	Description	No.
4/5/24	City Comments	1

Drawn: KP  
 Checked: RS

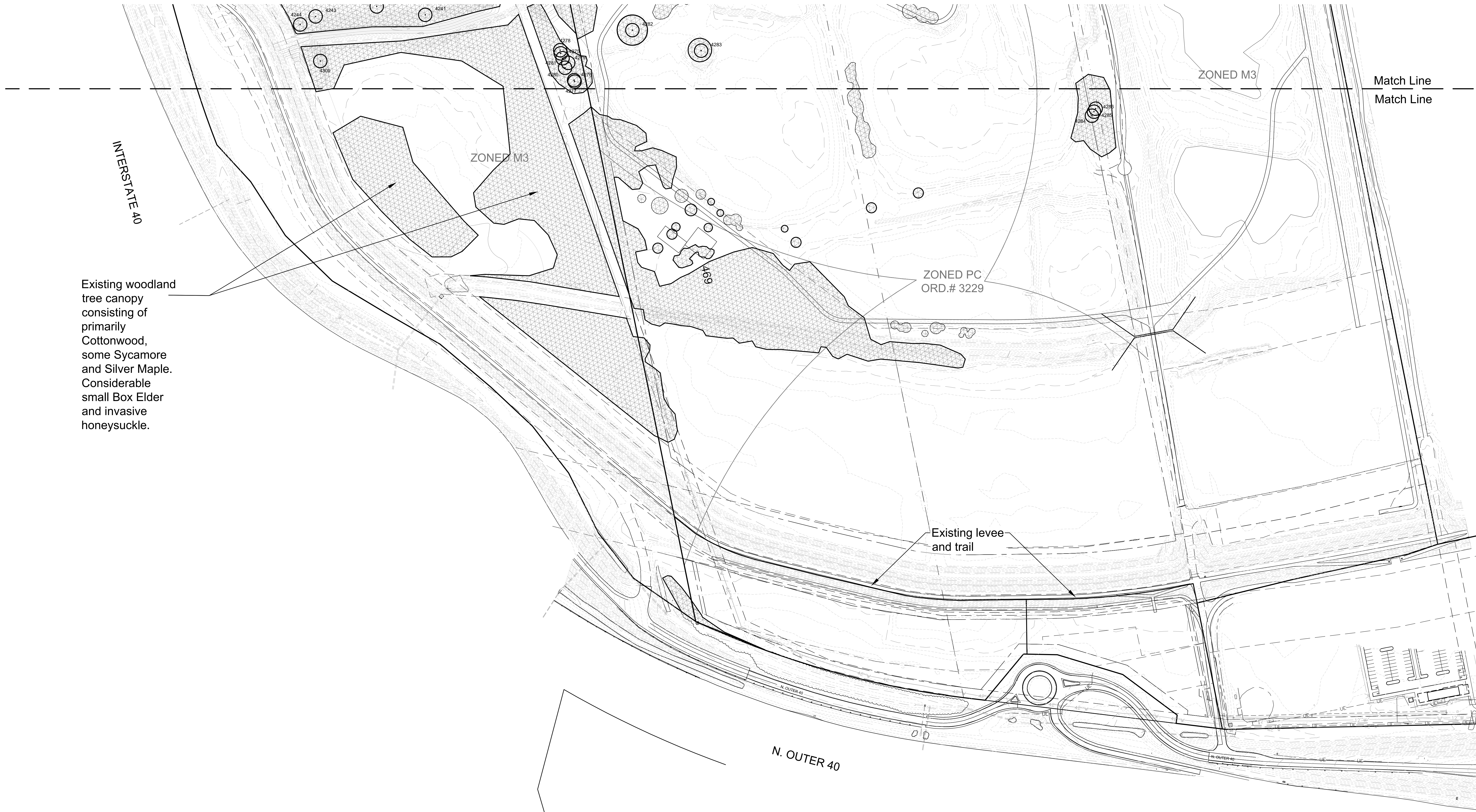
**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 789 spartan park drive, chesterfield, missouri 63005  
 t. 636.519.8668  
 www.loomis-associates.com

Loomis Associates, Inc.  
 Missouri State Certificate of Authority # LAC #000119

Sheet Title:	Tree Stand Delineation North
Sheet No.:	TSD-1
Date:	1/25/24
Job #:	813.026

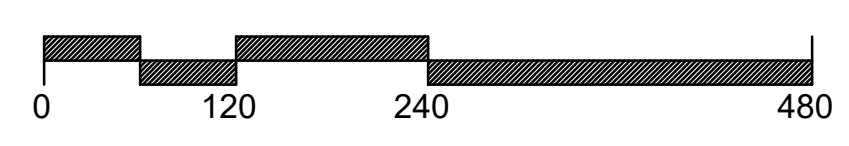






Existing woodland tree canopy consisting of primarily Cottonwood, some Sycamore and Silver Maple. Considerable small Box Elder and invasive honeysuckle.

Tree Stand Delineation
   
 SCALE 1"=120'



**Site Development Plan**
  
**Gateway Studios**
  
 17935 - 18055 North Outer Forty Drive
   
 Chesterfield, MO 63005

Revisions:

Date	Description	No.
4/5/24	City Comments	1

Drawn: KP
   
 Checked: RS

**LOOMIS ASSOCIATES**
  
 landscape architects + planners
   
 750 Spirit 40 Park Drive, Chesterfield, Missouri 63005
   
 T. 636-519-8668
   
 www.loomis-associates.com
   
Loomis Associates, Inc.
   
 Missouri State Certificate of Authority # LAC #000019

Sheet Title:	Tree Stand Delineation South
Sheet No:	<b>TSD-2</b>
Date:	1/25/24
Job #:	813.026



**Tree Condition Rating:**

Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

Tree Preservation Plan Prepared under direction of:  
 Brian Bage  
 Certified Arborist MW- 5033A



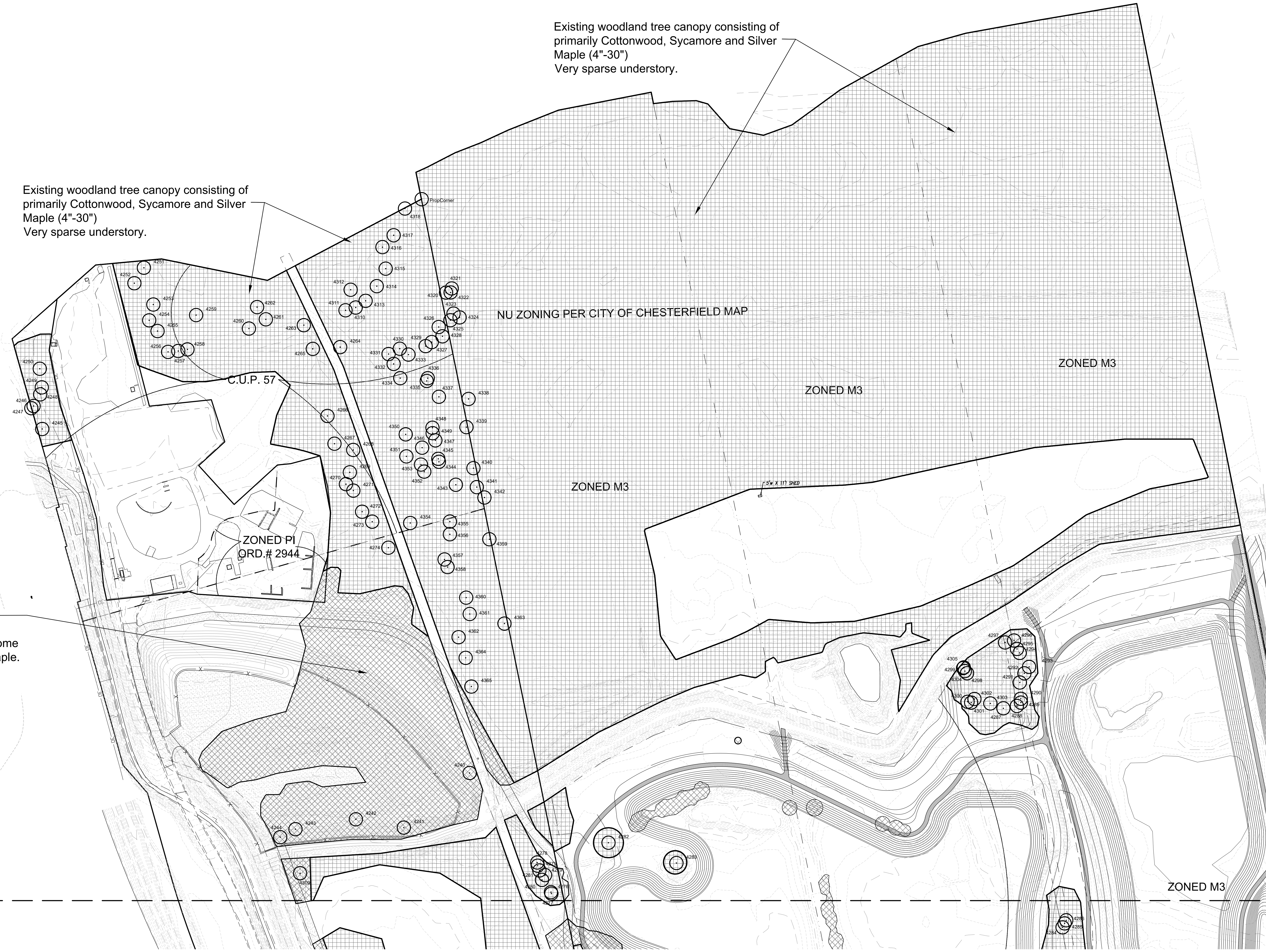
Jerold Saunders - Landscape Architect  
 MO License # LA-007

Consultants:

Existing woodland tree canopy consisting of primarily Cottonwood, Sycamore and Silver Maple (4"-30")  
 Very sparse understory.

Existing woodland tree canopy consisting of primarily Cottonwood, Sycamore and Silver Maple (4"-30")  
 Very sparse understory.

Existing woodland tree canopy consisting of primarily Cottonwood, some Sycamore and Silver Maple. Considerable small Box Elder and invasive honeysuckle.



**Site Development Plan**  
**Gateway Studios**  
 17935-18055 North Outer 40 Road  
 Chesterfield, MO 63005

Revisions:

Date	Description	No.
4/5/24	City Comments	1

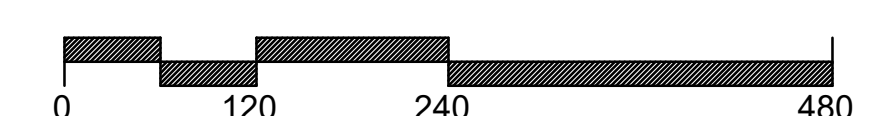
Drawn: KP  
 Checked: RS

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 799 south 40 park drive, chesterfield, missouri 63005  
 t. 636.519.8668  
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Loomis Associates, Inc.  
 Missouri State Certificate of Authority # LAC #000019

Sheet Title:	Tree Preservation Plan North
Sheet No.:	<b>TPP-1</b>
Date:	1/25/24
Job #:	813.026

Tree Preservation Plan  
 SCALE 1"=120'



**Key:**

	Existing Tree Canopy Area To Be Removed
	Existing Tree Canopy Area To Remain

<b>Total Site Area</b>	=	12,657,447s.f. (290.58 acres)
<b>Woodland Tree Canopy Area</b>	=	5,156,054 s.f.(118.37 acres)
<b>Existing Tree Canopy Area To Be Removed</b>	=	595,844 s.f. (13.68 acres) (11.6 %)
<b>Existing Tree Canopy Area To Remain</b>	=	4,560,210 s.f. (104.69 acres) (88.4 %)




Consultants:

**Site Development Plan**  
**Gateway Studios**  
 17935-18055 North Outer 40 Drive  
 Chesterfield, MO 63005

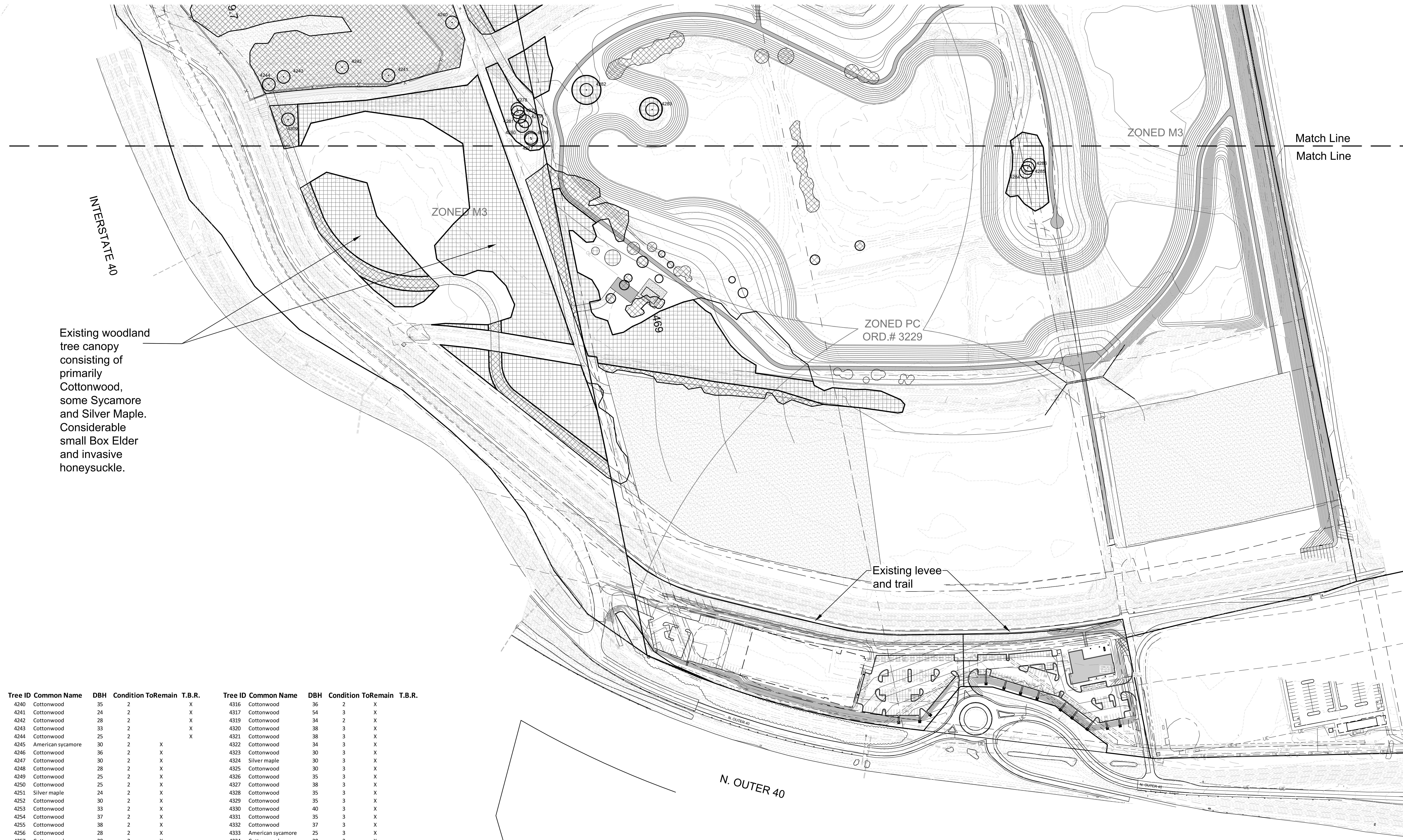
Revisions:

Date	Description	No.
4/5/24	Plan Revisions	1

Drawn: KP  
 Checked: RS



  
**LOOMIS ASSOCIATES**  
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 750 North 40 Parkway, Chesterfield, Missouri 63005  
 T. 636-519-8668  
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Loomis Associates, Inc.  
 Missouri State Certificate of Authority # LAC #000019

Sheet Title:	Tree Preservation Plan- South
Sheet No.:	TPP-2
Date:	1/25/24
Job #:	813.026

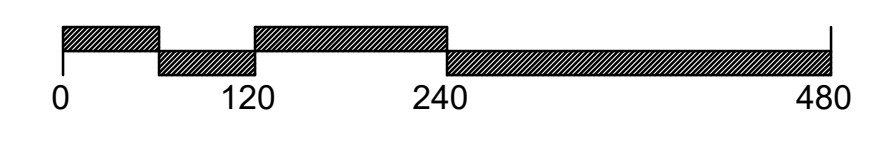


Existing woodland tree canopy consisting of primarily Cottonwood, some Sycamore and Silver Maple. Considerable small Box Elder and invasive honeysuckle.

Tree ID	Common Name	DBH	Condition	ToRemain	T.B.R.	Tree ID	Common Name	DBH	Condition	ToRemain	T.B.R.
4240	Cottonwood	35	2	X		4316	Cottonwood	36	2	X	
4241	Cottonwood	24	2	X		4317	Cottonwood	54	3	X	
4242	Cottonwood	28	2	X		4319	Cottonwood	34	2	X	
4243	Cottonwood	33	2	X		4320	Cottonwood	38	3	X	
4244	Cottonwood	25	2	X		4321	Cottonwood	38	3	X	
4245	American sycamore	30	2	X		4322	Cottonwood	34	3	X	
4246	Cottonwood	36	2	X		4323	Cottonwood	30	3	X	
4247	Cottonwood	30	2	X		4324	Silver maple	30	3	X	
4248	Cottonwood	28	2	X		4325	Cottonwood	30	3	X	
4249	Cottonwood	25	2	X		4326	Cottonwood	35	3	X	
4250	Cottonwood	25	2	X		4327	Cottonwood	38	3	X	
4251	Silver maple	24	2	X		4328	Cottonwood	35	3	X	
4252	Cottonwood	30	2	X		4329	Cottonwood	35	3	X	
4253	Cottonwood	33	2	X		4330	Cottonwood	40	3	X	
4254	Cottonwood	37	2	X		4331	Cottonwood	35	3	X	
4255	Cottonwood	38	2	X		4332	Cottonwood	37	3	X	
4256	Cottonwood	28	2	X		4333	American sycamore	25	3	X	
4257	Cottonwood	28	2	X		4334	Cottonwood	30	3	X	
4258	Cottonwood	35	2	X		4335	Cottonwood	28	2	X	
4259	Silver maple	28	2	X		4336	Cottonwood	28	2	X	
4260	Cottonwood	30	2	X		4337	Cottonwood	30	3	X	
4261	Cottonwood	24	2	X		4338	American sycamore	29	3	X	
4262	Cottonwood	32	2	X		4339	American sycamore	32	3	X	
4263	Cottonwood	32	2	X		4340	American sycamore	34	2	X	
4264	Cottonwood	44	2	X		4341	American sycamore	28	3	X	
4265	Silver maple	30	2	X		4342	American sycamore	24	3	X	
4266	Cottonwood	32	2	X		4343	Cottonwood	40	3	X	
4267	Cottonwood	40	2	X		4344	Cottonwood	26	3	X	
4268	Cottonwood	32	2	X		4345	Cottonwood	26	2	X	
4269	Cottonwood	42	2	X		4346	Cottonwood	29	3	X	
4270	Cottonwood	40	2	X		4347	Cottonwood	29	3	X	
4271	Cottonwood	28	2	X		4348	Cottonwood	32	3	X	
4272	Cottonwood	28	2	X		4349	Cottonwood	26	3	X	
4273	Cottonwood	30	2	X		4350	Cottonwood	28	3	X	
4274	Cottonwood	42	2	X		4351	Cottonwood	26	3	X	
4275	Cottonwood	31	2	X		4352	Cottonwood	29	3	X	
4276	Cottonwood	57	2	X		4353	Cottonwood	25	3	X	
4277	Cottonwood	57	2	X		4354	Cottonwood	28	3	X	
4278	Cottonwood	30	2	X		4355	Cottonwood	26	3	X	
4279	Cottonwood	32	2	X		4356	Cottonwood	26	3	X	
4280	Cottonwood	33	2	X		4357	Cottonwood	26	3	X	
4281	Cottonwood	33	2	X		4358	Cottonwood	26	3	X	
4309	Cottonwood	28	2	X		4359	Cottonwood	29	2	X	
4310	Cottonwood	30	2	X		4360	Cottonwood	30	2	X	
4311	Cottonwood	30	2	X		4361	Cottonwood	27	2	X	
4312	Cottonwood	30	2	X		4362	Cottonwood	24	2	X	
4313	Cottonwood	33	2	X		4363	American sycamore	28	3	X	
4314	Cottonwood	33	2	X		4364	Cottonwood	30	2	X	
4315	American sycamore	30	2	X		4365	Cottonwood	28	2	X	

**Key:**  
 Existing Tree Canopy Area To Be Removed  
 Existing Tree Canopy Area To Remain

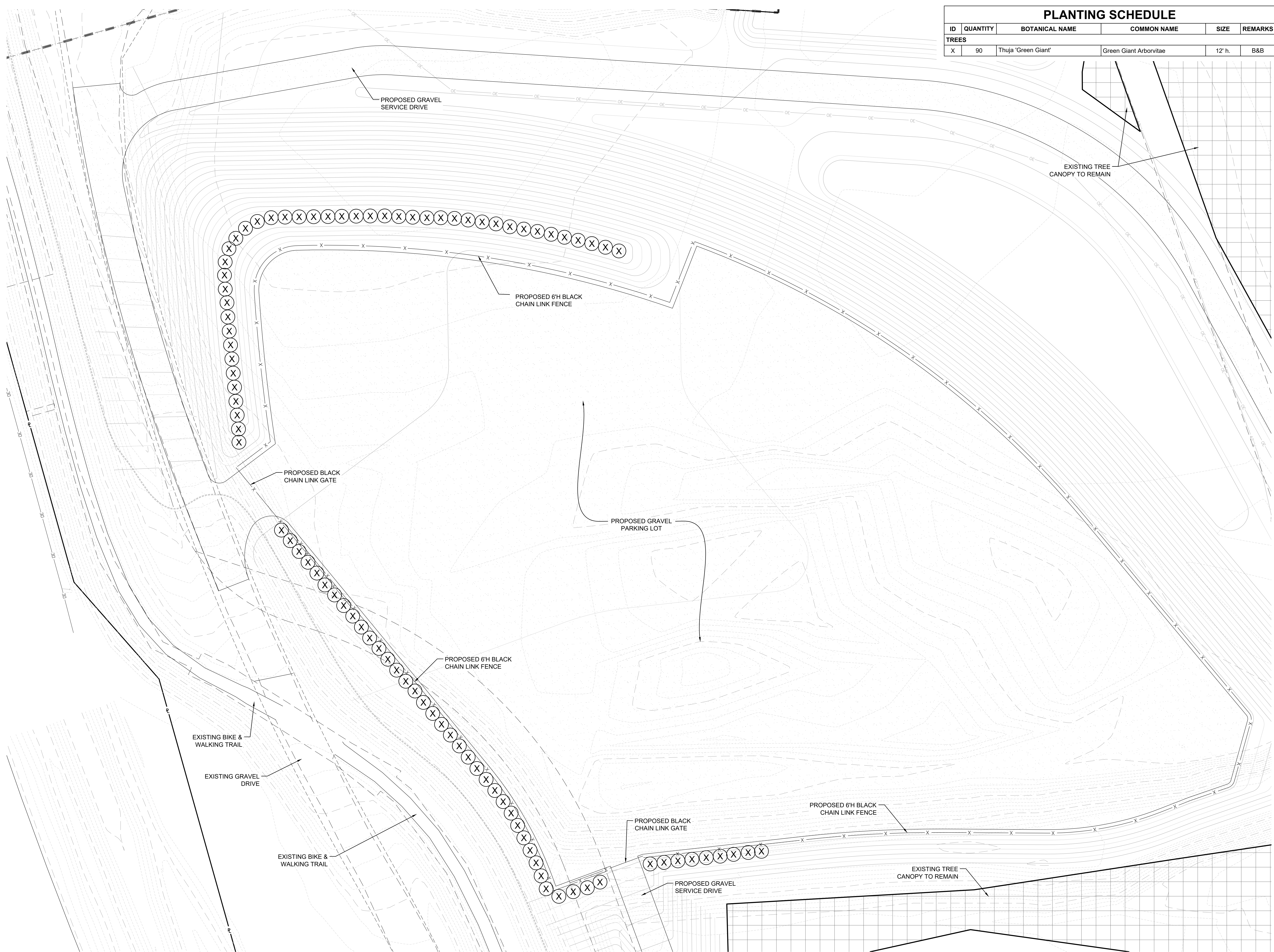

**Tree Preservation Plan**  
 SCALE 1"=120'





PLANTING SCHEDULE				
ID	QUANTITY	BOTANICAL NAME	COMMON NAME	REMARKS
<b>TREES</b>				
X	90	Thuja 'Green Giant'	Green Giant Arborvitae	12' h. B&B

Jerold Saunders - Landscape Architect  
MO License # LA-007  
Consultants:



**Site Development Plan**  
**Gateway Studios**  
17935 - 18055 North Forty Drive  
Chesterfield, MO 63005

Revisions:

Date	Description	No.
4/5/24	City Comments	1

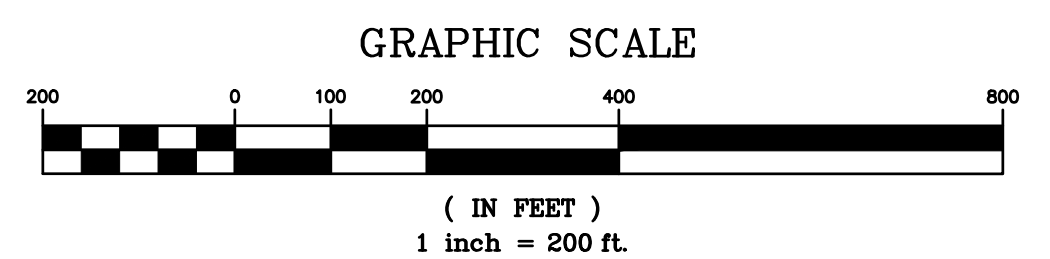
Drawn: KP  
Checked: RS

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Loomis Associates, Inc.  
Missouri State Certificate of Authority # LAC #000119

Sheet Title:	Gravel Parking Lot Landscape Plan
Sheet No.:	L1.02
Date:	1/25/24
Job #:	813.127

**Landscape Plan**  
SCALE 1"=30'





SCALE: 1" = 200'

PREPARED BY:  
**Stock & Associates**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63005 PH: (636) 530-9300  
 530-9300 FAX: (636) 530-9300  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

SITE DEVELOPMENT PLAN FOR:  
**CONTEMPORARY LODGE & WILDERNESS AREA**

17935 - 18055 NORTH OUTER 40 ROAD  
 CHESTERFIELD, MO 63005



04/09/2024  
 GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

1	02/06/2024	- PROJECT LIMITS
2	02/13/2024	- USAGE REV.
3	04/09/2024	- CITY COMMENTS

DRAWN BY: A.C.D.	CHECKED BY: G.M.S.
DATE: 01/12/2024	JOB NO: 222-7282.1
W.S.D. P.#	RISE MAP #
S.L.C. MAT #	MAT SUP. #
M.D.N.R. #	

SHEET TITLE:  
 COLOR  
 SITE PLAN

SHEET NO.:  
**EXHIBIT 1**

STOCK & ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY EMPLOYER. MINORITY AND WOMEN OWNED AND OPERATED. ALL RIGHTS RESERVED. 04/09/2024 11:58 AM 17935-18055-01



VIEW EASTBOUND FROM BRIDGE



David Ruiz Art



VIEW EASTBOUND FROM I-64



David Ruiz Art



VIEW LOOKING EAST FROM LEVEE TRAIL





VIEW WESTBOUND FROM I-64



David Ruiz Art



## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

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

### **NEXT MEETING**

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

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

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

Chair: Councilmember Budoor

Vice Chair: Councilmember Moore

### **A. CCEAC Recommendation – Darcy Capstick – Emeritus member**

The Parks, Recreation and Arts Committee unanimously recommended that Darcy Capstick be granted Member Emeritus status as described in City Council Policy #1. **(Voice Vote)**

### **B. 2024 Sculpture on the Move Location Recommendation**

The Parks, Recreation and Arts Committee unanimously recommends locating the “Gotta Practice” sculpture on the move artwork, be placed in Logan Park, as recommended by the Parks, Recreation and Arts Citizens Advisory Committee. **(Voice Vote)**

### **C. Next Meeting – not yet scheduled**

#### **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.



# MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: TW Dieckmann, Director of Parks, Recreation & Arts

SUBJECT: Parks, Recreation & Arts Committee of Council Meeting Summary

DATE: Wednesday, May 22, 2024



---

A meeting of the Parks, Recreation & Arts Committee of Council (PRAcc) was held Wednesday, May 22, 2024 in Conference Room 101 at City Hall.

In attendance were: **Chair Gary Budoor** (Ward IV), **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Dan Hurt** (Ward III).

Also in attendance were: Mayor Bob Nation, Councilmember Merrell Hansen (Ward IV), City Administrator Mike Geisel, Director of PRA TW Dieckmann, and PRA Office Coordinator Ann-Marie Stagoski.

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

## I. APPROVAL OF MEETING SUMMARY FROM February 7, 2024

Councilmember Monachella made a motion to approve the Meeting Summary of February 7, 2024. Motion was seconded by Councilmember Hurt, and passed by a voice vote of 4-0.

## II. SELECT VICE CHAIR AND LIAISON TO CITIZEN COMMITTEE

Councilmember Hurt made a motion to appoint Councilmember Monachella as Vice Chair of the Parks, Recreation & Arts Committee of Council. Motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 4-0.

Councilmember Hurt made a motion to appoint Councilmember Budoor as liaison to the Parks, Recreation & Arts Citizens Advisory Committee. Motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 4-0.

## III. NEW BUSINESS

- A. City Administrator Geisel provided a status update on four projects, and reminded the committee that this same communication had been unanimously supported by the F&A Committee at their May 13, 2024 meeting. The archery range project has been abandoned due to increased costs. The amphitheater back of house and additional restrooms project is nearing the 90% construction documents phase. These projects are funded in the FY24 budget from multiple sources. Current estimates suggest that the project may slightly exceed the budget, and Mr. Geisel explained that additional funds could be used from ARPA interest earnings, bond interest earnings, and the budgeted allocation for the abandoned

archery range project. Mr. Geisel also advised that he had instructed the PRA department to prepare the next Municipal Parks Grant application for the purpose of replacing the Central Park playground, which has been previously discussed by City Council. Staff recommends replacement of the Central Park playground for the next Municipal Parks Grant application. PRA Director Dieckmann shared information regarding the impact of our partnership with Perfect Game was provided including their annual fee schedule, tournament schedule, and estimated economic impact among other items.

- B. PRA Director Dieckmann shared that he had received a sponsorship proposal through Perfect Game for the installation of six electric vehicle charging stations at the Chesterfield Valley Athletic Complex. The vendor operating the charging stations is Evolve Power Solutions. All costs are covered by Evolve. The City and Perfect Game would split 6% of charging station revenue (3% for each). The agreement is for five years with option to extend the term after that. Director Dieckmann reminded the committee that staff was empowered to approved these sponsorships, but City Administrator Geisel had suggested that the committee be informed since there will be physical additions to CVAC.

#### IV. UNFINISHED BUSINESS

- A. Staff presented the Parks, Recreation and Arts Citizen's Advisory Committee recommendation to place the 2024 Sculpture on the Move, "Gotta Practice," at Logan Park. Councilmember Dan Hurt made a motion to accept this recommendation, and forward it to the whole City Council for consideration. Motion was seconded by Councilmember Gary Budoor, and passed by a voice vote of 4-0.
- B. As directed by City Council, staff had updated the 2019 Railroad Park feasibility study. The only significant change was updating the expenditures due to inflation, which results in increased expense. Access and development of the park remain cost prohibitive. Councilmember Monachella made a motion to receive and file the report. Motion was seconded by Councilmember Budoor, and passed by a voice vote of 4-0.
- C. Staff presented a Chesterfield Citizen's Environmental Advisory Committee recommendation to appoint Darcy Capstick as Member Emeritus. Councilmember Dan Hurt made a motion to accept this recommendation, and forward it to the whole City Council for consideration. Motion was seconded by Councilmember Gary Budoor and passed by a voice vote of 4-0.

#### V. COMMENTS

Mayor Nation asked the committee to revisit the construction of six pickleball courts and parking in the originally recommended location at Central Park adjacent to Chesterfield Parkway West. Mayor Nation advised that the anticipated donation of the 3 acre parcel from TSG associated with Downtown Chesterfield may be at risk due to an alternative storage concept for sanitary sewerage. Mr. Geisel confirmed this information, and was asked to communicate with TSG relative to same. Mr. Geisel subsequently shared TSG's response that alternatives are being considered with the full Council via email on Thursday, May 23, 2024. Councilmembers discussed several possibilities and stated intent to explore some options, including climate controlled indoor facilities.

The meeting adjourned at 6:41 p.m.



# Memorandum

---

To: Mike Geisel, City Administrator

From: TW Dieckmann, Director of Parks, Recreation and Arts *TW Dieckmann*

Date: May 24, 2024

Subject: CCEAC recommendation – Darcy Capstick – emeritus member

---

This memo is to provide the Parks, Recreation and Arts Committee of Council (PRAcc) more information about a recommendation to add Darcy Capstick as Member Emeritus member of the Chesterfield Citizens Environmental Advisory Committee (CCEAC). At the last CCEAC meeting in April, the committee voted to approve this nomination. The PRAcc met May 22, 2024. They also unanimously accepted this nomination, and recommended it be forwarded to the whole City Council for consideration.

**By City Council policy no. 1, this nomination requires PRAcc approval and City Council approval. I recommend forwarding this to the whole City Council for final consideration.** Please let me know if you require additional information.

# MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: TW Dieckmann, Director of Parks, Recreation & Arts

SUBJECT: Parks, Recreation & Arts Committee of Council Meeting Summary

DATE: Wednesday, May 22, 2024



---

A meeting of the Parks, Recreation & Arts Committee of Council (PRAcc) was held Wednesday, May 22, 2024 in Conference Room 101 at City Hall.

In attendance were: **Chair Gary Budoor** (Ward IV), **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Dan Hurt** (Ward III).

Also in attendance were: Mayor Bob Nation, Councilmember Merrell Hansen (Ward IV), City Administrator Mike Geisel, Director of PRA TW Dieckmann, and PRA Office Coordinator Ann-Marie Stagoski.

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

## I. APPROVAL OF MEETING SUMMARY FROM February 7, 2024

Councilmember Monachella made a motion to approve the Meeting Summary of February 7, 2024. Motion was seconded by Councilmember Hurt, and passed by a voice vote of 4-0.

## II. SELECT VICE CHAIR AND LIAISON TO CITIZEN COMMITTEE

Councilmember Hurt made a motion to appoint Councilmember Monachella as Vice Chair of the Parks, Recreation & Arts Committee of Council. Motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 4-0.

Councilmember Hurt made a motion to appoint Councilmember Budoor as liaison to the Parks, Recreation & Arts Citizens Advisory Committee. Motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 4-0.

## III. NEW BUSINESS

- A. City Administrator Geisel provided a status update on four projects, and reminded the committee that this same communication had been unanimously supported by the F&A Committee at their May 13, 2024 meeting. The archery range project has been abandoned due to increased costs. The amphitheater back of house and additional restrooms project is nearing the 90% construction documents phase. These projects are funded in the FY24 budget from multiple sources. Current estimates suggest that the project may slightly exceed the budget, and Mr. Geisel explained that additional funds could be used from ARPA interest earnings, bond interest earnings, and the budgeted allocation for the abandoned



archery range project. Mr. Geisel also advised that he had instructed the PRA department to prepare the next Municipal Parks Grant application for the purpose of replacing the Central Park playground, which has been previously discussed by City Council. Staff recommends replacement of the Central Park playground for the next Municipal Parks Grant application. PRA Director Dieckmann shared information regarding the impact of our partnership with Perfect Game was provided including their annual fee schedule, tournament schedule, and estimated economic impact among other items.

- B. PRA Director Dieckmann shared that he had received a sponsorship proposal through Perfect Game for the installation of six electric vehicle charging stations at the Chesterfield Valley Athletic Complex. The vendor operating the charging stations is Evolve Power Solutions. All costs are covered by Evolve. The City and Perfect Game would split 6% of charging station revenue (3% for each). The agreement is for five years with option to extend the term after that. Director Dieckmann reminded the committee that staff was empowered to approved these sponsorships, but City Administrator Geisel had suggested that the committee be informed since there will be physical additions to CVAC.

#### IV. UNFINISHED BUSINESS

- A. Staff presented the Parks, Recreation and Arts Citizen's Advisory Committee recommendation to place the 2024 Sculpture on the Move, "Gotta Practice," at Logan Park. Councilmember Dan Hurt made a motion to accept this recommendation, and forward it to the whole City Council for consideration. Motion was seconded by Councilmember Gary Budoor, and passed by a voice vote of 4-0.
- B. As directed by City Council, staff had updated the 2019 Railroad Park feasibility study. The only significant change was updating the expenditures due to inflation, which results in increased expense. Access and development of the park remain cost prohibitive. Councilmember Monachella made a motion to receive and file the report. Motion was seconded by Councilmember Budoor, and passed by a voice vote of 4-0.
- C. Staff presented a Chesterfield Citizen's Environmental Advisory Committee recommendation to appoint Darcy Capstick as Member Emeritus. Councilmember Dan Hurt made a motion to accept this recommendation, and forward it to the whole City Council for consideration. Motion was seconded by Councilmember Gary Budoor and passed by a voice vote of 4-0.

#### V. COMMENTS

Mayor Nation asked the committee to revisit the construction of six pickleball courts and parking in the originally recommended location at Central Park adjacent to Chesterfield Parkway West. Mayor Nation advised that the anticipated donation of the 3 acre parcel from TSG associated with Downtown Chesterfield may be at risk due to an alternative storage concept for sanitary sewerage. Mr. Geisel confirmed this information, and was asked to communicate with TSG relative to same. Mr. Geisel subsequently shared TSG's response that alternatives are being considered with the full Council via email on Thursday, May 23, 2024. Councilmembers discussed several possibilities and stated intent to explore some options, including climate controlled indoor facilities.

The meeting adjourned at 6:41 p.m.



# Memorandum

---

To: Mike Geisel, City Administrator

From: TW Dieckmann, Director of Parks, Recreation and Arts

A handwritten signature in black ink that reads "TW Dieckmann".

Date: May 15, 2024

Subject: CCEAC recommendation – Darcy Capstick – emeritus member

---

This memo is to provide the Parks, Recreation and Arts Committee of Council (PRAcc) more information about a recommendation to add Darcy Capstick as Member Emeritus member of the Chesterfield Citizens Environmental Advisory Committee (CCEAC). At the last CCEAC meeting in April, the committee voted to approve this nomination.

**By City Council policy no. 1, this nomination requires PRAcc approval. I recommend forwarding this to the PRAcc for further discussion. If approved, I request it be placed on a future City Council agenda for final consideration.** Please let me know if you require additional information.

Please forward the CCEAC recommendation to designate Darcy Capstick as a member emeritus, to the PR&A Committee for their approval and then on to the full City Council.

A handwritten signature in black ink that reads "Mike Geisel".  
2024-5-15

# Memorandum



**To:** Mike Geisel, City Administrator

**From:** TW Dieckmann, CPRE  
Director of Parks, Recreation & Arts *TW Dieckmann*

**Date:** 5-24-24

**Re:** 2024 Sculpture on the Move location recommendation

---

City Council recently approved our 2024 Sculpture on the Move selection, "Gotta Practice." Once approved, we reviewed possible locations that may be appropriate for this sculpture. Staff met with the Parks, Recreation and Arts Citizens Advisory Committee March 13, 2024. Multiple locations were discussed. Members unanimously approved Logan Park as the location for this sculpture. The Parks, Recreation and Arts Committee of Council met May 22, 2024. They also unanimously approved Logan Park for the location, and recommended it go to the whole City Council for consideration.

**I recommend accepting this recommendation, and forwarding it to the whole City Council for consideration.** Staff will coordinate installation once fully approved. Please let me know if you have any questions.

# MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: TW Dieckmann, Director of Parks, Recreation & Arts

SUBJECT: Parks, Recreation & Arts Committee of Council Meeting Summary

DATE: Wednesday, May 22, 2024



---

A meeting of the Parks, Recreation & Arts Committee of Council (PRAcc) was held Wednesday, May 22, 2024 in Conference Room 101 at City Hall.

In attendance were: **Chair Gary Budoor** (Ward IV), **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Dan Hurt** (Ward III).

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- B. PRA Director Dieckmann shared that he had received a sponsorship proposal through Perfect Game for the installation of six electric vehicle charging stations at the Chesterfield Valley Athletic Complex. The vendor operating the charging stations is Evolve Power Solutions. All costs are covered by Evolve. The City and Perfect Game would split 6% of charging station revenue (3% for each). The agreement is for five years with option to extend the term after that. Director Dieckmann reminded the committee that staff was empowered to approved these sponsorships, but City Administrator Geisel had suggested that the committee be informed since there will be physical additions to CVAC.

#### IV. UNFINISHED BUSINESS

- A. Staff presented the Parks, Recreation and Arts Citizen's Advisory Committee recommendation to place the 2024 Sculpture on the Move, "Gotta Practice," at Logan Park. Councilmember Dan Hurt made a motion to accept this recommendation, and forward it to the whole City Council for consideration. Motion was seconded by Councilmember Gary Budoor, and passed by a voice vote of 4-0.
- B. As directed by City Council, staff had updated the 2019 Railroad Park feasibility study. The only significant change was updating the expenditures due to inflation, which results in increased expense. Access and development of the park remain cost prohibitive. Councilmember Monachella made a motion to receive and file the report. Motion was seconded by Councilmember Budoor, and passed by a voice vote of 4-0.
- C. Staff presented a Chesterfield Citizen's Environmental Advisory Committee recommendation to appoint Darcy Capstick as Member Emeritus. Councilmember Dan Hurt made a motion to accept this recommendation, and forward it to the whole City Council for consideration. Motion was seconded by Councilmember Gary Budoor and passed by a voice vote of 4-0.

#### V. COMMENTS

Mayor Nation asked the committee to revisit the construction of six pickleball courts and parking in the originally recommended location at Central Park adjacent to Chesterfield Parkway West. Mayor Nation advised that the anticipated donation of the 3 acre parcel from TSG associated with Downtown Chesterfield may be at risk due to an alternative storage concept for sanitary sewerage. Mr. Geisel confirmed this information, and was asked to communicate with TSG relative to same. Mr. Geisel subsequently shared TSG's response that alternatives are being considered with the full Council via email on Thursday, May 23, 2024. Councilmembers discussed several possibilities and stated intent to explore some options, including climate controlled indoor facilities.

The meeting adjourned at 6:41 p.m.

## Memorandum



**To:** Mike Geisel, City Administrator

**From:** TW Dieckmann, CPRE  
Director of Parks, Recreation & Arts *TW Dieckmann*

**Date:** 5/10/2024

**Re:** 2024 Sculpture on the Move location recommendation

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City Council recently approved our 2024 Sculpture on the Move selection, "Gotta Practice." Once approved, we reviewed possible locations that may be appropriate for this sculpture. Staff met with the Parks, Recreation and Arts Citizens Advisory Committee March 13, 2024. Multiple locations were discussed. Members unanimously approved Logan Park as the location for this sculpture.

I recommend accepting this recommendation, and forwarding it to the Parks, Recreation and Arts Committee of Council for consideration. If approved, I request the recommendation be placed on a future City Council agenda for their consideration. Staff will coordinate installation with our parks division once fully approved. Please let me know if you have any questions.

Please forward to the PR&A for their review and recommendation to the full City Council.

*Mike Geisel* 2024-5-15



# Memorandum

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To: TW Dieckmann, Director of Parks, Recreation & Arts

From: Jason Baucom, Superintendent of Arts & Entertainment

Date: 03/20/2024

Subject: Recommended location – 2024 Sculpture on the Move

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On 3/13/24, we held a Parks, Recreation, and Arts Citizens Advisory Committee meeting at City Hall. Present on the agenda was a choice of preferred locations for the chosen 2024 Sculpture on the Move, "Gotta Practice." The committee was presented with three different options: Logan Park, Central Park lake trail (where "Yue Ling Chen" was previously installed), and Central Park along Veterans Drive (where the "Sun to Moon" sculpture currently resides until it moves on later this year). After a short discussion, the Committee voted unanimously for Logan Park. Staff recommends to move the location selection for consideration by the Parks, Recreation and Arts Committee of Council.

"Gotta Practice" by Lee Leuning & Sherri Treeby  
Dimensions: 48" x 24" x 34"  
Medium: Bronze and Stainless Steel



## PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

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

### NEXT MEETING

The next meeting of the Public Health and Safety Committee is scheduled for Monday, June 10<sup>th</sup> at 5:00 pm.

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



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

### **A. Bid Recommendation – City Hall Roof Replacement**

Recommendation to accept the low bid submitted by W. James Taylor, Inc. and to authorize the City Administrator to enter into an agreement with W. James Taylor, Inc. in an amount not to exceed \$330,000 for the City Hall Roof Replacement. **(Roll Call Vote) Department of Public Works recommends approval.**

### **B. Proposed Bill No. 3509 – Settlement Agreement – An ordinance of the City of Chesterfield, Missouri, approving a settlement agreement with Dillard’s, Inc. and TSG Downtown Chesterfield Redevelopment, LLC and authorizing the City Administrator to execute the same. **(First and Second Readings) City Attorney and City Administrator recommend approval.****

### **C. Proposed Bill No. 3505 – P.Z. 03-2024 Chesterfield Village Mall:**

An ordinance amending City of Chesterfield ordinance 3255 to add an additional 16.679-acres of land zoned “C-8” Planned Commercial to an existing 96.017-acres of land zoned “PC&R” Planned Commercial and Residential District located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

## **OTHER LEGISLATION**

## **UNFINISHED BUSINESS**

There is no unfinished business scheduled for this meeting.

## **NEW BUSINESS**

# Memorandum

## Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Dir. / City Engineer

**DATE:** May 24, 2024

**RE:** City Hall Roof Replacement

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As you know, the 2024 Budget contains \$330,000 in Account 137-076-5470 (ARPA) for the replacement of the roof at City Hall. This is the original EDPM roof constructed in 2021, with an expected life of 20-25 years. The roof has suffered from storm damage in 2020, 2023, and most recently the April 1, 2024 storm. We have submitted an insurance claim for the storm damage and are awaiting a final decision from the insurance company. If insurance will cover any of the repairs that reimbursement will be deposited into the City's General Fund. The City's deductible for this type of damage is \$50,000. Regardless of whether or not this is covered by insurance, the roof needs to be replaced to protect the building and avoid further damage to the interior.

The Department of Public Works publicly opened bids for this project on May 14, 2024. The results of the bid opening are contained in the attached memorandum from Civil Engineer Steve Merk. As you can see, the one and only bid received was submitted by W James Taylor Incorporated in the amount of \$327,753. While it is disappointing to receive only one bid there were five roofing companies who attended the pre-bid meeting so we know the bid advertisement was received in the roofing community. The bid from W James Taylor is within budget and W James Taylor has very positive references for this type of work. **Accordingly, I recommend that the City award this project to the low bidder, W James Taylor, in an amount not to exceed the budgeted amount of \$330,000.**

The new Carlisle roof contains a 20-year warranty. Should you have questions or require additional information, please contact me.

Concurrence:

*J Kelly*  
\_\_\_\_\_  
Jeannette Kelly, Finance Director

**Action Recommended**

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with W James Taylor Incorporated in an amount not to exceed \$330,000 for the replacement of the City Hall roof.

# Memorandum

## Department of Public Works

**TO:** James A. Eckrich – Director of Public Works /City Engineer

**FROM:** Steven J. Merk – Civil Engineer

**DATE:** May 23, 2024

**RE:** City Hall Roof Replacement  
2024-PW-05



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As you are aware, sealed bids for the referenced project were opened on May 14, 2024 at 10:00 am. There was only one (1) bidder on the project. Upon a full review of the submitted bid, W. James Taylor, Inc. (dba Jim Taylor, Inc.) is the lowest, responsive and responsible bidder with a bid of \$327,753.00 (bid form attached). W. James Taylor, Inc. has positive references for this type of work and has successfully completed projects similar to this in the St. Louis area.

The project will include the removal of the original black EPDM roof and installation of a new black Carlisle Sure-Seal FleeceBACK Adhered Roofing System. The project will include the replacement of the roof material on the top rotunda and the two side loggia canopies. The existing HVAC units on the rotunda roof will remain in place, although gas and electric service lines to the units may need to be temporarily disconnected. Any disconnections will be done outside normal business hours. A dumpster and crane will be staged in front of City Hall, but an accessible route to the City Hall entrance will remain open at all times.

**I recommend requesting authorization to enter into an agreement with W. James Taylor, Inc. for the City Hall Roof Replacement project in an amount not to exceed \$330,000.** This amount includes a small contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

The 2024 budget allocation for construction of this project is \$330,000.



**EXHIBIT A****BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, May 14, 2024

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through 1, for the

City Hall Roof Replacement  
2024-PW-05

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of all work necessary to tear off the existing EPDM roof system and install a new FleeceBACK Adhered Roofing System. There are five (5) HVAC units that will need to be raised to allow for existing roof removal and to provide proper termination of the new roof system. Existing gas and plumbing lines serving the units will need to be disconnected, raised, and reconnected. The existing lighting protection system to be removed, reinstalled, and certified.

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

**Bid submitted by:**Company Name: W. James Taylor Inc. dba Jim Taylor Inc.Address: 1127 East B St.City, State Belleville, IL 62220Phone number: 618-233-2424 Fax: \_\_\_\_\_E-mail address: cebersoldt@taylorroof.com

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership \_\_\_\_\_  
Corporation  Other \_\_\_\_\_

Officer Julia YankTitle PresidentSignature *Julia Yank*Date 5.13.2024

**BID FORM**

The bid items shall include all materials, labor, delivery and installation necessary for

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Price</b>
1	Roof System Removal and Replacement	LS	1	\$ 459,900.00	<b>\$ 459,900.00</b>
2	Remove and Replace Damaged/Deteriorated Plywood Decking	SF	100	\$ 6.50	<b>\$ 650.00</b>
3	Remove and Reinstall HVAC Units (DEDUCT)	LS	1	(\$ 132,797.00)	<b>(\$ 132,797.00)</b>
				<b>TOTAL BID</b>	<b>\$ 327,753.00</b>



**BID TABULATION**  
**City Hall Roof Replacement**  
**2024-PW-05**  
**May 14, 2024**

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		Jim Taylor, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Roof Removal and Replacement	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 459,900.00	\$ 459,900.00
2	Remove and Replace Damaged/Deteriorated Plywood Decking	Sq. Ft.	100	\$ 5.00	\$ 500.00	\$ 6.50	\$ 650.00
3	Remove and Reinstall HVAC Units (Deduct)	LS	1	\$ -	\$ -	\$ (132,797.00)	\$ (132,797.00)
<b>TOTAL BID</b>					<b>\$300,500.00</b>		<b>\$327,753.00</b>

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, APPROVING A SETTLEMENT AGREEMENT WITH DILLARD’S, INC. AND TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SAME.**

**WHEREAS**, the City of Chesterfield, Missouri (the “City”) has been named as a defendant in a lawsuit brought by Dillard’s, Inc. (“Dillard’s”) on December 22, 2022, and which TSG Downtown Chesterfield Redevelopment, LLC (“TSG”) has intervened in, related to the redevelopment of the Chesterfield Mall into and surrounding area into what is commonly referred to as Downtown Chesterfield (the “Redevelopment”), which lawsuit is styled as *Dillard’s, Inc. v. City of Chesterfield, Missouri*, Case No. 22SL-CC05317, and is pending in the Circuit Court of St. Louis County, Missouri (the “Lawsuit”); and,

**WHEREAS**, on February 27, 2024, the City instituted a lawsuit against Dillard’s Inc., among others, related to condemning the Amended and Restated Easement, Restriction and Operating Agreement (the “REA”), an agreement between TSG and Dillard’s that applies to both of their respective parcels located within the Redevelopment, which lawsuit is styled as *City of Chesterfield, Missouri v. Dillard Department Stores, Inc, et al.*, Case No. 24SL-CC00890, and is pending in the Circuit Court of St. Louis County (the “REA Litigation”); and,

**WHEREAS**, the City, Dillard’s, and TSG want Downtown Chesterfield to be a success for the City, its constituents, and neighboring communities, and have been working together to find a path forward that will ensure Dillard’s can remain part of the Downtown Chesterfield plans while at the same time accommodating TSG’s need for flexibility with the Redevelopment; and,

**WHEREAS**, the City, Dillard’s, and TSG wish to avoid the expense and uncertainty of continued litigation and desire to settle their disputes without further litigation; and,

**WHEREAS**, the City desires to approve and accept the Agreement to Settle that has been attached hereto;

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

**Section I:** The City of Chesterfield, Missouri hereby approves the Agreement to Settle, attached hereto, between the City of Chesterfield, Missouri, Dillard’s, Inc., and TSG Downtown Chesterfield Redevelopment, LLC.



**Section II:** The City Administrator and the City Attorney shall be authorized to execute the necessary documentation for the Agreement to Settle in substantially the form as the Agreement to Settle attached hereto. The City Administrator shall be authorized to make minor changes including, but not limited to, grammatical corrections,

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

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

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Bob Nation, Mayor

ATTEST:

\_\_\_\_\_  
Vickie McGownd

FIRST READING HELD:

## AGREEMENT TO SETTLE

This Agreement to Settle (“**Agreement**”) is entered into among Dillard’s, Inc. (“**Dillard’s**”), the City of Chesterfield (“**City**”) and TSG Downtown Chesterfield Redevelopment, LLC (“**TSG**”) in an effort to resolve certain pending litigation among them. Collectively, Dillard’s, the City, and TSG will be referred to as the “**Parties.**”

### RECITALS

A. In 2022, the City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” (the “**Redevelopment Area**”), consisting of 42 parcels, common area and rights-of-way located in the City totaling approximately 241 acres, of which TSG owns nine parcels totaling approximately 70 acres and Dillard’s owns one parcel totaling approximately 17 acres.

B. On July 25, 2022, the City Council formed the Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “**TIF Commission**”) under 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.

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

Area as described in the Redevelopment Plan.

D. On December 14, 2022 after consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance Nos. 3217 and 3218, which (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; (iii) approved the Redevelopment Plan; (iv) approved the redevelopment project within a portion of the Redevelopment Area designated as RPA-2; (v) adopted tax increment financing within a portion of the Redevelopment Area designated as RPA-2, and (vi) established within the treasury of the City a separate fund to be known as the “**Chesterfield Regional Special Allocation Fund – RPA-2.**”

E. The Redevelopment Plan contemplates the redevelopment of that portion of the Redevelopment Area commonly known as Chesterfield Mall into a first-class mixed-use development consisting of upscale retail, office, dining, and multi-family uses to be commonly known as “**Downtown Chesterfield**” (“**Downtown Chesterfield**” or the “**Development**”).

F. On December 20, 2022, Dillard’s instituted a civil action captioned “*Dillard’s, Inc. vs. City of Chesterfield,*” St. Louis County Circuit Court Cause No. 22SL-CC05317, which among other things, seeks a declaratory judgment with respect to the Redevelopment Plan (the “**Declaratory Judgment Action**”).

G. On or about June 2, 2023, TSG submitted a development plan to the City entitled the “Chesterfield Regional 353 Development Plan & Project” (the “**353 Development Plan**”) under the Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended (“**Chapter 353**”) and Ordinance No. 3234 of the City (the “**353 Procedural Ordinance**”). Collectively, the Redevelopment Plan and 353 Development Plan will be referred to as the “**Chesterfield Redevelopment Plans**”).

H. The 353 Development Plan provides for the redevelopment of a portion of the Redevelopment Area that includes eleven parcels totaling approximately 105 acres, including five parcels of TSG’s real property totaling approximately 59 acres (each a “**Developer Parcel**” and, collectively, the “**Developer Parcels**”) and one parcel of Dillard’s real property totaling approximately 17 acres (the “**Dillard’s Parcel**”).

I. On July 17, 2023, the City Council held a public hearing under Chapter 353 and the 353 Procedural Ordinance to consider the 353 Development Plan and, on August 7, 2023, the City Council adopted (i) Ordinance No. 3250 that, among other things, approved the 353 Development Plan, and (ii) Ordinance No. 3251 authorizing the City to enter into a Redevelopment Agreement dated August 7, 2023 between the City and TSG, which was recorded on August 17, 2023 with the Recorder of Deeds for St. Louis County, Missouri at Recording No. 2023081700338 (the “**Initial Redevelopment Agreement**”).

J. On November 6, 2023, the City Council adopted Ordinance No. 3266 authorizing the City to enter into an amendment to the Initial Redevelopment Agreement, the “First Amendment to Redevelopment Agreement” dated November 17, 2023, and originally recorded on December 14, 2023 with the Recorder of Deeds for St. Louis County, Missouri at Recording No. 2023121400221 and re-recorded with corrections on February 1, 2024 at Recording No. 2024020100460 (the “**First Amendment**” and, together with the Initial Redevelopment Agreement, the “**Redevelopment Agreement**”).

K. On February 20, 2024, the City Council adopted Ordinance No. 3280 authorizing the City to initiate condemnation proceedings to terminate the Amended and Restated Easement, Restriction and Operating Agreement (the “**REA**”), an agreement between TSG and Dillard’s that

applies to their respective parcels located within that portion of the Redevelopment Area that is the subject to the 353 Development Plan.

L. On February 27, 2024, the City instituted a civil action captioned “*City of Chesterfield, Missouri v. Dillard Department Stores, Inc, et al.*,” St. Louis County Circuit Court Cause No. 24SL-CC00890, which seeks to condemn the REA (the “**Eminent Domain Action**” and, together with the Declaratory Judgment Action, the “**Litigation**”).

M. Dillard’s, TSG, and the City desire for Downtown Chesterfield to be a success for the City, its constituents, and neighboring communities, and to ensure that Dillard’s can be part of Downtown Chesterfield while accommodating TSG’s need for flexibility in carrying out the Development, all of which is consistent with the Chesterfield Redevelopment Plans.

N. As part of that effort, Dillard’s and TSG have agreed to terms and conditions that will be applicable to their respective properties and that will facilitate the Development in a manner consistent with the Chesterfield Redevelopment Plans, including without limitation (i) rezoning the Dillard’s Parcel from Planned Commercial District to Planned Commercial & Residential District to align with the current zoning of the Developer Parcels;(ii) a boundary adjustment to the Dillard’s Parcel and one of the Developer Parcels to accommodate Dillard’s and TSG’s collective plans for Downtown Chesterfield; and (iii) an amended site plan that accommodates Dillard’s existing building and parking lots (collectively, the “**Dillard’s-TSG Redevelopment Plans**”).

O. In support of the Dillard’s-TSG Redevelopment Plans, the City has applied for the requisite rezoning, which application came before the City’s Planning Commission on April 8, 2024 and is currently pending before the City Council.

P. On \_\_\_\_\_, 2024, the City adopted Ordinance No. \_\_\_\_\_ approving and authorizing the City to enter into this Agreement, pursuant to which the Parties have agreed to



settle the Litigation, to resolve all issues among them and to allow for the unified development of Downtown Chesterfield in a manner consistent with the Chesterfield Redevelopment Plans.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

### **I. Incorporation and Intent**

1. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

2. The terms of this Agreement set forth a number of significant and time-consuming obligations by the Parties. Understanding what is required of each of them, and that time is of the essence, the Parties agree that the timely and full satisfaction of all of the following terms constitute contingencies to a final settlement and resolution of the disputes between them. The Parties agree that they will, in good faith, take all reasonable actions to carry out the terms of this Agreement and expedite the fulfillment of this Agreement's terms.

### **II. Settlement Contingencies**

1. The City has applied for a rezoning of the Dillard's Parcel from Planned Commercial District to Planned Commercial & Residential District (the "**Rezoning**") under the terms and conditions included in the attached **Exhibit A** (the "**Staff Report**").

2. On April 8, 2024, the City held a public hearing before the City's Planning Commission for the purpose of considering the Rezoning. Thereafter, the City's Planning and



Zoning Committee reviewed and recommended approval of the Rezoning under the terms and conditions of the Staff Report. The first reading of the ordinance approving the Rezoning took place before the City Council on May 6, 2024. A second reading on the ordinance approving the Rezoning is set to take place after the City Council's consideration of this Agreement.

3. The Parties shall use their best efforts to assist and cooperate with one another to complete the Rezoning, as submitted in the Staff Report. The Parties, however, retain the right to withdraw their support or approval of the Rezoning if it is amended during any part of the City's legislative process. The City shall notify the other Parties of any amendment to the Rezoning during any part of the City's legislative process and, to the extent that one of the Parties notifies the others of its withdrawal of support for the Rezoning due to such amendment, this Agreement shall immediately terminate, and the Parties shall proceed in accordance with Section III.2.

4. Contemporaneously with the execution of this Agreement, Dillard's and TSG have entered into a separate agreement to: enter into a release of the REA in the form attached as **Exhibit B** (the "**REA Release**"), enter into the Dillard Easement, Covenants and Restrictions Agreement in the form attached as **Exhibit C** (the "**Dillard's EC&R**"), and exchange certain portions of a Developer Parcel and the Dillard's Parcel with one another pursuant to an Exchange Agreement attached as **Exhibit D** (the "**Exchange Agreement**").

5. The Dillard's EC&R includes as Exhibit C thereto, a "**Site Plan of the Development**" that depicts the Dillard's-TSG Redevelopment Plans.

6. At the Closing as defined in the Exchange Agreement (the "**Closing**"), Dillard's and TSG shall exchange the portion of a Developer Parcel (the "**Developer Exchange Parcel**") and the portion of the Dillard's Parcel (the "**Dillard's Exchange Parcel**" and, together with the Developer Exchange Parcel, the "**Exchange Parcels**").



7. On May 20, 2024, the City approved a boundary adjustment plat (the “**Boundary Adjustment Plat**”) that, upon the transfer of the Exchange Parcels and recordation of the Boundary Plat with the Recorder of Deeds for St. Louis County, Missouri, will consolidate the Developer Exchange Parcel with the remainder of the Dillard’s Parcel retained by Dillard’s and the Dillard’s Exchange Parcel with some or all of the remainder of the Developer Parcel retained by the Developer.

8. The City, TSG, and Dillard’s agree that they will not record the Boundary Adjustment Plat with the Recorder of Deeds for St. Louis County, Missouri unless and until the Closing contemplated by the Exchange Agreement occurs.

9. The Exchange Agreement also contemplates that Dillard’s and TSG will enter into, and at Closing record the REA Release and the Dillard’s EC&R.

10. Completion of the Rezoning, the Closing, and recording of the Boundary Adjustment Plat (the “**Contingencies**”) shall be contingencies to settlement and resolution of the Litigation, as further described in Section III.4.

### **III. Stay and Dismissal of Litigation, Subsequent Litigation & Tolling**

1. **Stay.** Within two business days of the Effective Date of this Agreement, the Parties agree to seek a stay of all discovery, deadlines, hearings and trials in the Declaratory Judgment Action and the Eminent Domain Action pending completion of the Contingencies, except for the following:

- a. The Parties shall exchange discovery requests in the Eminent Domain Action by no later than June 29, 2024.
- b. Set hearings on discovery in the Eminent Domain and Declaratory Judgment Actions for the week of July 8, 2024.



2. **Re-Initiation of the Litigation.**

a. In the event the Contingencies are not complete by August 1, 2024, or if a Party withdraws its support or approval of the Rezoning under the conditions described in Section II.3., *and only if no Third-Party Challenge has been filed, in which case Section III.5 and III.6. shall apply*, the Parties shall, within two business days, notify the court in the Declaratory Judgment Action and the Eminent Domain Action and coordinate with one another to re-set both matters for trial/hearing, as applicable and consistent with the below (the “**Re-Initiation of the Litigation**”). The Parties agree that upon Re-Initiation of the Litigation, they will:

- i. Respond to all outstanding discovery in the Eminent Domain Action and Declaratory Judgment Action by no later than August 1, 2024.
- ii. Subject to the Courts’ availability, set the Declaratory Judgment Action trial for the week of August 26, 2024.
- iii. Subject to the Court’s availability, set the Right to Take hearing in the Eminent Domain Action for the week of September 2, 2024.
- iv. Subject to the Court’s availability, set the Commissioner’s Hearing for the week of September 30, 2024.

b. Nothing in this provision prevents Dillard’s from pursuing any challenges available to it in the Right to Take hearing, from immediately appealing any adverse order from the Right to Take hearing or seeking any stay of the Commissioner’s Hearing in the event of such appeal.

c. In the event of a Third-Party Challenge, all settings shall be postponed until final resolution of such Third-Party Challenge.

d. This Section III.2 shall survive any termination of this Agreement under Section II.3.



3. **Resolution of the Litigation**

a. Within two (2) business days of all Contingencies being met, *and only if no Third-Party Challenge has been filed, in which case Section III.5 and III.6. shall apply*, the Parties shall file the attached:

- i. **In the Declaratory Judgment Action:** the Notice of Settlement and Motion for Entry of Order and Judgment set forth as **Exhibit E**, which shall include the proposed Order and Judgment set forth as **Exhibit F**.
- ii. **In the Eminent Domain Action:** the Notice of Dismissal set forth as **Exhibit G**.

b. "**Resolution of the Litigation**" shall occur upon the latter of the court's entry of the Order and Judgment set forth as **Exhibit F** and the City's filing of the Dismissal set forth as **Exhibit G**.

4. **Third-Party Challenge.**

a. In the event any third-party files an appeal (or otherwise files a legal challenge with the City or in Court) of the City's approval of this Agreement, the Rezoning, or the Boundary Adjustment Plat (any of which shall be deemed a "**Third-Party Challenge**") before Closing:

- i. The Parties agree to work together in good faith to defend such Third-Party Challenge.
- ii. The City shall provide Dillard's and TSG notice of any Third-Party Challenge within one (1) business day of receiving service or other notice of such Third-Party Challenge.
- iii. The City shall consent to Dillard's and/or TSG intervening in, or being heard as a party of, any such Third-Party Challenge.
- iv. Upon a favorable and final resolution of any Third-Party Challenge, including the expiration of any appellate deadlines associated with such Third-Party Challenge, the Parties, as applicable, shall proceed with Closing, and thereafter the actions contemplated by Sections III.3 and III.4.



- v. Should a Third-Party Challenge be successful based upon any procedural defect, the City agrees to thereafter cure such procedural defect and otherwise take action necessary to effectuate the terms of this Agreement.
- vi. Should a Third-Party Challenge be uncurable, the Parties shall proceed with Re-Initiation of the Litigation.

b. A Third-Party Challenge shall not result in the abandonment or termination of the Agreement or relieve any Party of any obligation to act under the terms included in this Agreement subject to the court's review of the City's approval.

**5. Non-Waiver & Tolling**

a. The Parties expressly agree and understand that they are not waiving or releasing any of their claims in the Litigation or any other claims raised in or related to the Litigation unless and until Resolution of the Litigation.

b. The Parties agree that any statute of limitations, statute of repose, theory of laches or any other time-based equitable or legal defense applicable to any potential claims or action relating to the Litigation will be tolled from the Effective Date of the Agreement until Re-Initiation of the Litigation.

c. Nothing in this Agreement shall preclude Dillard's from challenging any other *future* City actions, decisions, resolutions or ordinances, except that Dillard's agrees that upon Resolution of the Litigation, it will not challenge any of the following City actions, decisions, resolutions or ordinances: (i) approving redevelopment projects for all or any portion of the Redevelopment Area known as RPA-1 provided that such redevelopment projects are consistent with the Redevelopment Plan and further provided that such redevelopment projects are not inconsistent with the Dillard's-TSG Redevelopment Plans or the Site Plan of the Development included as part of the Dillard's EC&R; (ii) adopting tax increment financing within all or any portion of RPA-1 as contemplated by the Redevelopment Plan, (iii) establishing within the



treasury of the City a separate fund to be known as the “Chesterfield Regional Special Allocation Fund – RPA-1” as contemplated by the Redevelopment Plan, (iv) authorizing the issuance of notes, bonds or other like instruments to finance eligible costs as contemplated by the Redevelopment Plan, and (v) the City’s condemnation of unknown party interests in the REA. For purposes of clarity, nothing in this Agreement shall preclude Dillard’s from challenging any: (1) amendment to the Chesterfield Redevelopment Plans, Redevelopment Area and/or the Redevelopment Agreement after the Effective Date; (2) any City or TSG action that is inconsistent with the Dillard’s-TSG Redevelopment Plans or the Site Plan of the Development included within the Dillard’s EC&R, (3) any future eminent domain action initiated by the City against Dillard’s; or (4) the adoption of any ordinance for the purpose of facilitating, forming or creating any manner of special assessment district that results in a direct increase, surcharge, or special assessment upon the normally levied sales taxes, real property taxes or tax rates applicable the Parties or their respective properties, or that may result in an additional grant of eminent domain authority.

#### **IV. The Redevelopment Agreement**

1. The Parties acknowledge that the Redevelopment Agreement has been recorded against the Dillard’s Parcel and the Developer’s Exchange Parcel. Notwithstanding anything contained in the Redevelopment Agreement to the contrary, the City and TSG agree that the obligations of “Developer” as set forth in the Redevelopment Agreement do not apply to Dillard’s or to Dillard’s successors or assigns.

2. The Parties further acknowledge that this Agreement has been entered into as a result of negotiations contemplated by Section 4.2 of the Redevelopment Agreement. Upon Closing and Resolution of the Litigation, TSG, Dillard’s and the City agree that no further acquisition from Dillard’s is necessary to effectuate the goals and purposes of the Chesterfield



Redevelopment Plans and that, upon completion of the project contemplated by the Dillard's-TSG Redevelopment Plans, no further actions are necessary to cure the blight identified in the Chesterfield Redevelopment Plans to the extent that such blight relates to the Dillard's Parcel.

3. TSG agrees that upon Closing and Resolution of the Litigation, it will not request initiation of condemnation proceedings with respect to any parcel or interest of any kind or nature owned by Dillard's, its successors, or assigns, pursuant to the Redevelopment Agreement.

## **V. General.**

1. **Enforceability.** Each of the terms of Sections II. and III. are conditions precedent to a final settlement and resolution of the Litigation, including the positive resolution of public hearings to be undertaken by the City, the outcomes of which are not guaranteed or pre-determined, as well as the positive resolution of any appeals associated with this Agreement and such decisions made by the City.

### **2. Representations and Warranties.**

a. The Parties each, for themselves, represent and warrant that:

- i. They have taken all necessary corporate, municipal, and legal actions, to the extent required, to duly approve the making and performance of this Agreement;
- ii. They have the authority to enter into this Agreement;
- iii. The Agreement has been validly executed and delivered by such Party and constitutes that Party's valid and binding obligation, enforceable against it in accordance with this Agreement's terms; and
- iv. They have read and reviewed this Agreement and fully understand all of its terms, covenants, conditions, provisions and obligations and that they believe that the Agreement is a fair, just, and reasonable resolution of the dispute among them.

b. The City additionally represents and warrants that:



- i. Its notices and processes relating to the Rezoning, the Boundary Adjustment Plat, and the approval and execution of this Agreement comply with its Code and state law;
- ii. The terms of this Agreement are enforceable and consistent with the City Council's authority to settle litigation;
- iii. The Time Periods the City provided to TSG and Dillard's for filing any Third-Party Challenge as set forth in Section V.10. and as relied upon by the TSG and Dillard's in the Exchange Agreement, are not inconsistent with the City's Code.

3. **Party Communications.** Communications made in the negotiation or implementation of this Agreement are not intended as and will not be construed as waivers by any Party of any applicable claim, defense, privilege, protection, or immunity. All negotiations leading to this Agreement and all communications related thereto will be deemed to fall within the protection afforded compromises and offers to compromise by Rule 408 of the Federal Rules of Evidence and applicable case law in the State of Missouri.

4. **Notices.** All notices, requests, demands and other communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be (i) sent by Federal Express or other overnight courier which obtains a signature upon delivery, **and** (ii) sent via electronic mail, with a confirmation copy delivered by the other method permitted under this Section, as follows:

If to **TSG**:

TSG Downtown Chesterfield Redevelopment, LLC  
Attn: Manager  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, MO 63114  
Email: mstaenberg@tsgproperties.com



with a copy to: Staenberg Group, Inc.  
Attn: General Counsel  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, MO 63114  
Email: sheitland@tsgproperties.com

If to **Dillard's**: Dillard's, Inc.  
1600 Cantrell Road  
Little Rock, AR 72201  
Attn: Chris Johnson  
Email: chris.johnson@dillards.com

with a copy to: Dillard's, Inc.  
1600 Cantrell Road  
Little Rock, AR 72201  
Attn: Kadee Kelley  
Email:kadee.kelley@dillards.com

with a copy to: Dillard's, Inc.  
1600 Cantrell Road  
Little Rock, AR 72201  
Attn: Bradley Binns  
Email:bradley.binns@dillards.com

If to the **City**: City of Chesterfield, Missouri  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: City Administrator  
Email: cityadministrator@chesterfield.mo.us

with a copy to: Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attention: Robert D. Klahr  
Email: rklahr@atllp.com

with a copy to: Hesse Graville, LLC  
13354 Manchester Road, Suite 210  
Des Peres, Missouri 63131  
Attention: Chris Graville  
Email: chrisgraville@hgstl.com



Notice given in accordance with this Agreement shall be sufficient service thereof and shall be deemed given as of the date deposited within the delivery service, as evidenced by the delivery receipt. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner set forth in this Section.

5. **Controlling law.** This Agreement shall be governed and construed by and in accordance with the laws of the State of Missouri.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

7. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. **Modifications.** The terms, conditions and provisions of this Agreement shall not be amended, modified or eliminated except by mutual agreement of the Parties, or their respective successors and assigns, in a writing signed and executed by all Parties setting forth the terms of any such amendment or modification.

9. **Effective Date.** The “**Effective Date**” of this Agreement shall be the date the City Council approves this Agreement by ordinance.

10. **Time Periods for Filing Third Party Challenges.** The “**Time Periods**” for filing a Third-Party Challenge with the City are as follows:

- a. With respect to the Rezoning: 28 days from the date of the City Council’s adoption of the ordinance approving the Rezoning;



- b. With respect to the Boundary Adjustment Plat: 28 days from the date of the City Council's adoption of the ordinance approving the Boundary Adjustment Plat; and
- c. With respect to this Agreement: 28 days from the Effective Date.

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



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names as of the date set forth below:

**DILLARD’S, INC.**

\_\_\_\_\_  
By:

Its:

Date:

**CITY OF CHESTERFIELD, MISSOURI**

\_\_\_\_\_  
By:

Its:

Date:

**TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC**

\_\_\_\_\_  
By:

Its:

Date:

**EXHIBIT A**

**STAFF REPORT**

(Attached hereto.)



# Memorandum

## Department of Planning

To: Michael O. Geisel, City Administrator  
From: Justin Wyse, Director of Planning *JW*  
Date: May 6<sup>th</sup>, 2024



RE: P.Z. 03-2024 Chesterfield Village Mall: An ordinance amendment to add an additional 16.679-acre tract of land zoned "C-8" Planned Commercial to an existing 96.017-acre tract of land zoned "PC&R" Planned Commercial and Residential District located on the south side of Interstate 64, east of Chesterfield Parkway.

### Summary

A request to add an additional 16-acres of land zoned "C-8" Planned Commercial to an existing 96-acres of land zoned "PC&R" Planned Commercial and Residential District. The existing "PC&R" district was established in 2023 and is governed under [Ordinance 3255](#). The proposed amendment would incorporate a connecting parcel into the District. Consent has been received from all applicable parties.

The 16-acres would be incorporated as "Area 4" and would be permitted commercial uses only. "Area 4" would be permitted a maximum of 280,000 square feet of these uses which is the size of the existing building onsite today.

A Public Hearing was held on April 8<sup>th</sup>, 2024 and no issues were raised. Planning Commission voted on the request on April 8<sup>th</sup>, 2024 and a motion to recommend approval passed by a vote of 6-0.

The request was reviewed by Planning & Public Works Committee on April 18<sup>th</sup>, 2024. At that time, the Committee made a motion to recommend approval. The motion passed by a vote of 4-0.



Figure 1: Subject Site

BILL NO. 3505

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

AN ORDINANCE AMENDING CITY OF CHESTERFIELD ORDINANCE 3255 TO ADD AN ADDITIONAL 16.679-ACRES OF LAND ZONED "C-8" PLANNED COMMERCIAL TO AN EXISTING 96.017-ACRES OF LAND ZONED "PC&R" PLANNED COMMERCIAL AND RESIDENTIAL DISTRICT LOCATED SOUTH OF INTERSTATE 64, WEST OF CLARKSON ROAD, AND EAST OF CHESTERFIELD PARKWAY.

WHEREAS, the petitioner, the City of Chesterfield, is requesting an ordinance amendment to add an additional 16.679-acres of land zoned "C-8" Planned Commercial to an existing 96.017-acres of land zoned "PC&R" Planned Commercial and Residential District; and,

WHEREAS, a Public Hearing was held before the Planning Commission on April 8<sup>th</sup>, 2024; and,

WHEREAS, the Planning Commission having considered said request, recommended approval of the ordinance amendment; and,

WHEREAS, the Planning and Public Works Committee, having considered the request, recommended approval of the ordinance amendment; and,

WHEREAS, the City Council, having considered said request, voted to approve the ordinance amendment.

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PC&R" Planned Commercial and Residential District for 112.696 acres of land located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway and described as follows:

#### AREA 1

Beginning at the southeastern corner of Lot C-108 of Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, said point also being located on the northern right-of-way line of West Chesterfield Parkway, variable width; thence along the eastern line of said lot C-108, North 02 degrees 24 minutes 55 seconds East, 153.50 feet to the northeastern corner thereof, thence along the northeastern lines of said Lot C108 and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following courses and distances: North 52 degrees 55 minutes



05 seconds West, 837.00 feet; North 18 degrees 15 minutes 05 seconds West, 305.01 feet and North 64 degrees 14 minutes 40 seconds West, 41.67 feet to the beginning of a non-tangent curve to the left having a radius of 432.37 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 07 seconds West, 106.62 feet to the beginning of a non-tangent curve to the right having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears South 73 degrees 46 minutes 00 seconds West, 248.28 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 75.03 feet and a chord which bears North 05 degrees 18 minutes 40 seconds East, 75.00 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, thence along southern and eastern lines of said Chesterfield Village Area A Phase 1 Plat 2 the following courses and distances: South 84 degrees 40 minutes 43 seconds East, 14.48 feet to a non-tangent curve to the left having a radius of 262.50 feet, an arc length of 191.02 feet and a chord which bears North 74 degrees 28 minutes 28 seconds East, 186.83 feet; North 53 degrees 37 minutes 39 seconds East, 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 507.82 feet, an arc length of 160.61 feet and a chord which bears North 62 degrees 41 minutes 17 seconds East, 159.94 feet; North 27 degrees 29 minutes 54 seconds East, 207.73 feet; North 14 degrees 25 minutes 19 seconds East, 758.46 feet and North 08 degrees 46 minutes 20 seconds East, 85.00 feet to the northmost corner of New Section B of the Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One, Plat Book 334, Pages 65 and 65A; thence along the northern and eastern lines of said New Section B the following courses and distances: South 75 degrees 34 minutes 41 seconds East, 51.88 feet; South 12 degrees 26 minutes 49 seconds East, 123.89 feet and North 77 degrees 33 minutes 11 seconds East, 143.58 feet; thence departing the southern line of said New Section B the following courses and distances: South 12 degrees 23 minutes 25 seconds East, 245.62 feet; North 77 degrees 36 minutes 34 seconds East, 106.66 feet and North 12 degrees 26 minutes 49 seconds West, 5.73 feet to the northern line of above said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds East, 451.32 feet and South 12 degrees 26 minutes 49 seconds East, 13.15 feet; thence departing the western line of said New Section B the following: North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangential curve to the right having a radius of 500.16 feet; along said curve with an arc length of 62.49 feet and a chord which bears South 25 degrees 27 minutes 14 seconds East, 62.45 feet to its intersection with the north line of said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds

East, 61.46 feet and to a point on a non-tangent curve to the left having a radius of 515.00 feet, said point also being located on the west line of Lot C 106 of above said Chesterfield Village A Phase One Plat One; thence along said curve with an arc length of 155.67 feet and a chord which bears North 32 degrees 57 minutes 40 seconds West, 155.08 feet to the western most corner of said Lot C 106; thence along the northwestern lines of said Lot C 106 the following: North 50 degrees 55 minutes 27 seconds East, 245.99 feet and North 32 degrees 52 minutes 18 seconds East, 32.53 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 57 degrees 07 minutes 42 seconds East, 341.40 feet to the northwest corner of that part of Chesterfield Center vacated by City of Chesterfield Ordinance Number 511, and recorded in Book 8872, Page 2431 of above said records; thence along the north, east and south lines of said vacation the following courses and distances: continuing Southeasterly along said line, South 57 degrees 07 minutes 42 seconds East, 21.18 feet; South 42 degrees 52 minutes 34 seconds East, 8.16 feet to the beginning of a non-tangent curve to the right having a radius of 61.00 feet, an arc length of 31.10 feet and a chord which bears South 13 degrees 33 minutes 13 seconds West, 30.76 feet; South 28 degrees 09 minutes 48 seconds West, 126.11 feet to the beginning of a curve to the right having a radius of 495.58 feet, an arc length of 17.10 feet and a chord which bears South 29 degrees 9 minutes 7 seconds West 17.10 feet; South 30 degrees 07 minutes 59 seconds West, 34.42 feet and North 69 degrees 47 minutes 38 seconds West, 19.46 feet to the eastern most corner of above said Lot C 106; thence along the southern line of said Lot C 106, South 77 degrees 7 minutes 6 seconds West, 290.42 feet; to the east line of New Section A of Lot C101F of above said Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One; thence along said east lines of said New Section A the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 451.59 feet; South 56 degrees 32 minutes 18 seconds East, 43.09 feet to the beginning of a non-tangent curve to the right having a radius of 473.00 feet, and along said curve with an arc length of 151.21 feet and a chord which bears South 89 degrees 38 minutes 16 seconds East, 150.56 feet; thence crossing Chesterfield Center Drive; South 12 degrees 32 minutes 53 seconds West, 100.14 feet to the north line of Lot C 102 of above said Chesterfield Village A Phase One Plat One, said point also being located on a non-tangent curve to the right having a radius of 373.00 feet; thence along said north line and last said curve with an arc length of 137.75 feet and a chord which bears South 70 degrees 43 minutes 56 seconds East, 136.97 feet; thence South 11 degrees 41 minutes 44 seconds East, 41.56 feet to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 34 degrees 27 minutes 25 seconds West, 386.00 feet; South 23 degrees 33 minutes 07 seconds West, 181.60 feet; South 31 degrees



8 minutes 12 seconds West, 828.33 feet and South 85 degrees 41 minutes 13 seconds West, 26.89 feet to the northern right-of-way line of above said West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 49 minutes 52 seconds West, 332.74 feet; North 82 degrees 51 minutes 36 seconds West, 126.21 feet; North 82 degrees 52 minutes 12 seconds West, 37.73 feet and South 86 degrees 45 minutes 4 seconds West, 35.95 feet to the POINT OF BEGINNING. Containing 2,902,238 square feet or 66.626 acres, more or less.

## AREA 2

A tract of land being Lot C101D of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101D, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width, said point also being located on a curve to the left having a radius of 2,914.93 feet; thence along said right-of-way line the following courses and distances: southeasterly along said curve with an arc length of 477.12 feet and a chord which bears South 40 degrees 27 minutes 57 seconds East, 476.59 feet; South 44 degrees 50 minutes 42 seconds West, 10.00 feet; to the beginning of a curve to the left having a radius of 2,924.93 feet an arc length of 231.79 feet and a chord which bears South 47 degrees 25 minutes 30 seconds East, 231.70 feet to the southeast corner of above said Lot C101D; thence along the southeastern line of said Lot C101D, South 40 degrees 18 minutes 17 seconds West, 194.14 feet to the west line of said Lot C101D; thence along said west line the following courses and distances: North 42 degrees 53 minutes 57 seconds West, a distance of 124.85 feet; South 47 degrees 06 minutes 03 seconds West, 5.00 feet; to the beginning of a non-tangent curve to the left having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears North 64 degrees 53 minutes 28 seconds West, 299.58 feet to the southwest corner of said Lot C101D; thence along the western lines of said Lot C101D the following: North 12 degrees 26 minutes 49 seconds West, 397.78 feet and North 54 degrees 13 minutes 23 seconds East, 121.24 feet to the POINT OF BEGINNING. Containing 152,812 square feet or 3.508 acres, more or less.

## AREA 3

Tracts of land being Lots C110, C111, C112, and C113 of Chesterfield Village Area A Phase One Plat Two as recorded in Plat Book 166, Page 84; and Part of

Us. Survey 415, as described in Book 10308, Page 1461 both of the St. Louis County Records, located in U.S. Surveys 415 and 2022, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the southwestern corner of above said Lot C110, said point also being located on the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, Said point also being located on a non-tangent curve to the right having a radius of 763.50 feet, thence along said right-of-way line the following courses and distances: along said curve with an arc length of 45.90 feet and a chord which bears North 10 degrees 04 minutes 33 seconds East, 45.90 feet; North 11 degrees 34 minutes 17 seconds East, 735.22 feet to the beginning of a curve to the left having a radius of 3,036.50 feet; along said curve with an arc length of 79.87 feet and a chord which bears North 10 degrees 49 minutes 04 seconds East 79.87 feet; North 10 degrees 03 minutes 51 seconds East, 1,599.81 feet to the beginning of a non-tangent curve to the right having a radius of 1,113.50 feet and a chord which bears North 17 degrees 03 minutes 36 seconds East, 269.98 feet and North 71 degrees 18 minutes 34 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following: South 69 degrees 05 minutes 13 seconds East, 32.21 feet and South 59 degrees 27 minutes 09 seconds East, 11.64 feet to the northwest corner of a tract of land as conveyed to First Baptist Church, by instrument recorded in Book 5232, Page 199 of above said records, thence along the west, south and eastern lines of said Church tract the following courses and distances: South 34 degrees 10 minutes 41 seconds West, 180.51 feet; South 55 degrees 53 minutes 58 seconds East, 137.63 feet; North 34 degrees 59 minutes 13 seconds East, 43.04 feet; North 15 degrees 05 minutes 30 seconds East, 47.83 feet and North 27 degrees 03 minutes 38 seconds East, 17.67 feet and North 35 degrees 05 minutes 17 seconds East, 82.29 feet to the southern right-of-way line of above said Chesterfield Airport Road; thence along said right-of-way line the following: South 59 degrees 27 minutes 09 seconds East, 84.03 feet and South 33 degrees 54 minutes 11 seconds East, 408.23 feet to the easternmost corner of above said Lot C111; thence along the eastern and southern lines of said Chesterfield Village Area A Phase One Plat Two the following courses and distances: South 02 degrees 31 minutes 25 seconds West, 74.82 feet; South 28 degrees 18 minutes 26 seconds West, 85.00 feet; South 60 degrees 52 minutes 24 seconds West, 334.47 feet; South 08 degrees 46 minutes 20 seconds West, 912.12 feet; South 14 degrees 25 minutes 19 seconds West, a distance of 758.46 feet; South 27 degrees 29 minutes 54 seconds West, 207.73 feet to the beginning of a non-tangent curve to the left having a radius of 507.82 feet; along said curve with an arc length of 160.61 feet and a chord which bears South 62 degrees 41 minutes 17 seconds West, 159.94 feet; South 53 degrees 37 minutes 39 seconds West, a



distance of 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 262.50 feet; along said curve with an arc length of 191.02 feet and a chord which bears South 74 degrees 28 minutes 28 seconds West, 186.83 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the POINT OF BEGINNING. Containing 1,127,465 square feet or 25.883 acres more or less.

#### AREA 4

A tract of land being Lot C101C of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101C, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width,; thence along said right-of-way line the following courses and distances: South 33 degrees 55 minutes 06 seconds East, 82.93 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 12.29 and a chord which bears South 34 degrees 02 minutes 13 seconds East, 12.29 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 62.02 feet and a chord which bears South 35 degrees 10 minutes 01 seconds East, 62.02 feet to the northernmost corner of Lot C101D of above said Chesterfield Village A Phase One Plat One; thence along the western line of said Lot C101D the following courses and distances: South 54 degrees 13 minutes 23 seconds West, 121.24 feet; South 12 degrees 26 minutes 49 seconds East, 397.78 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears South 64 degrees 53 minutes 28 seconds East, 299.58 feet; North 47 degrees 06 minutes 03 seconds East, 5.00 feet; South 42 degrees 53 minutes 57 seconds East, 124.85 feet to the northwest corner of Lot C107 of the Boundary Adjustment Plat of plat of Lots C106 & C107 of Chesterfield Village A Phase One Plat One. as recorded in Plat Book 225, Page 39 of above said records; thence along the west lines of said Lot C107 and C106 , the following: South 42 degrees 50 minutes 52 seconds East, 411.70 feet to the beginning of a non-tangent curve to the right having a radius of 515.00 feet; along said curve with an arc length of 168.39 feet and a chord which bears South 33 degrees 40 minutes 07 seconds East, 167.64 feet to the south line of said Lot C101C,; thence along said south line, South 77 degrees 33 minutes 11 seconds West, 61.46 feet

a non-tangent curve to the left having a radius of 500.16 feet; then departing said south line along last said curve with an arc length of 62.49 feet and a chord which bears North 25 degrees 27 minutes 14 seconds West, 62.45 feet; thence South 77 degrees 33 minutes 11 seconds West, 422.43 feet to the east line of said Lot C101C; thence along the east and south lines of said Lot C101C, the following: North 12 degrees 26 minutes 49 seconds West, 13.15 feet and South 77 degrees 33 minutes 11 seconds West, 451.32 feet; thence departing said south line the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 5.73 feet; South 77 degrees 36 minutes 34 seconds West, 106.66 feet and North 12 degrees 23 minutes 25 seconds West, a distance of 245.62 feet to its intersection with the south line of said Lot C101C; thence along the southern and western lines of said Lot C101C the following: South 77 degrees 33 minutes 11 seconds West, 143.58 feet; North 12 degrees 26 minutes 49 seconds West, 123.89 feet and North 75 degrees 34 minutes 41 seconds West, 51.88 feet to the west line of said Lot C101C; thence along said west line, North 08 degrees 46 minutes 20 seconds East, 177.14 feet to the south line of Lot C101E of Chesterfield Village A Phase One Plat One; thence along the northern and eastern lines of said Lot C101E the following courses and distances: North 36 degrees 46 minutes 20 seconds East, 137.91 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 284.70 feet and a chord which bears North 57 degrees 09 minutes 42 seconds East, 278.73 feet; North 77 degrees 33 minutes 11 seconds East, 134.34 feet; North 12 degrees 26 minutes 49 seconds West, 419.05 feet and North 28 degrees 18 minutes 26 seconds East, 233.25 feet to the POINT OF BEGINNING. Containing 726,544 square feet or 16.679 acres, more or less.

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 the City of Chesterfield in P.Z. 03-2024 requesting the amendment embodied in this ordinance, and pursuant to the recommendations of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 8<sup>th</sup> day of April, 2024, 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 Unified Development Code of the City of Chesterfield.



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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

PRESIDING OFFICER

\_\_\_\_\_

Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_

Vickie McGownd, CITY CLERK

FIRST READING HELD: 5/6/2024

## ATTACHMENT A

**All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein or to be addressed in the Site Development Concept Plan and/or the Site Development Section Plans.**

This ordinance provides a framework for various development requirements established in this ordinance, criteria to be established on the Site Development Concept Plan, and criteria to be established on Site Development Section Plans. This framework is to deliver a “Downtown Concept”: a diverse residential and commercial mixed-use environment in which residential and commercial uses that are integrated.

### **I. SPECIFIC CRITERIA FOR ALL DEVELOPMENT**

Residential and commercial uses may be combined in the same building, combined on the same lot in separate buildings or on separate lots within the development (**when each use is permitted on the lot and is consistent with the ordinance and the approved Site Development Concept Plan / Site Development Plan**).

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

1. The uses allowed in this PC&R District (“District”) shall be:
  - a. Administrative offices for educational or religious institutions
  - b. Church and other places of worship
  - c. Community center
  - d. Library
  - e. Parks
  - f. Dwelling, multi-family
  - g. Single Family Attached
  - h. Single Family Detached
  - i. Home Occupation
  - j. Art Gallery
  - k. Art Studio
  - l. Auditorium



- m. Banquet Facility
- n. Club
- o. Farmer's market
- p. Gymnasium
- q. Museum
- r. Reading Room
- s. Recreation Facility
- t. Office-dental
- u. Office-general
- v. Office-medical
- w. Automobile Dealership (Storefront Only)
- x. Bakery
- y. Bar
- z. Bowling Center
- aa. Brewery
- bb. Brewpub
- cc. Coffee shop
- dd. Grocery-community
- ee. Grocery-neighborhood
- ff. Grocery-supercenter
- gg. Newspaper stands.
- hh. Restaurant-sit down
- ii. Restaurant-fast food – No Drive Thru
- jj. Restaurant-takeout
- kk. Retail sales establishment – Neighborhood

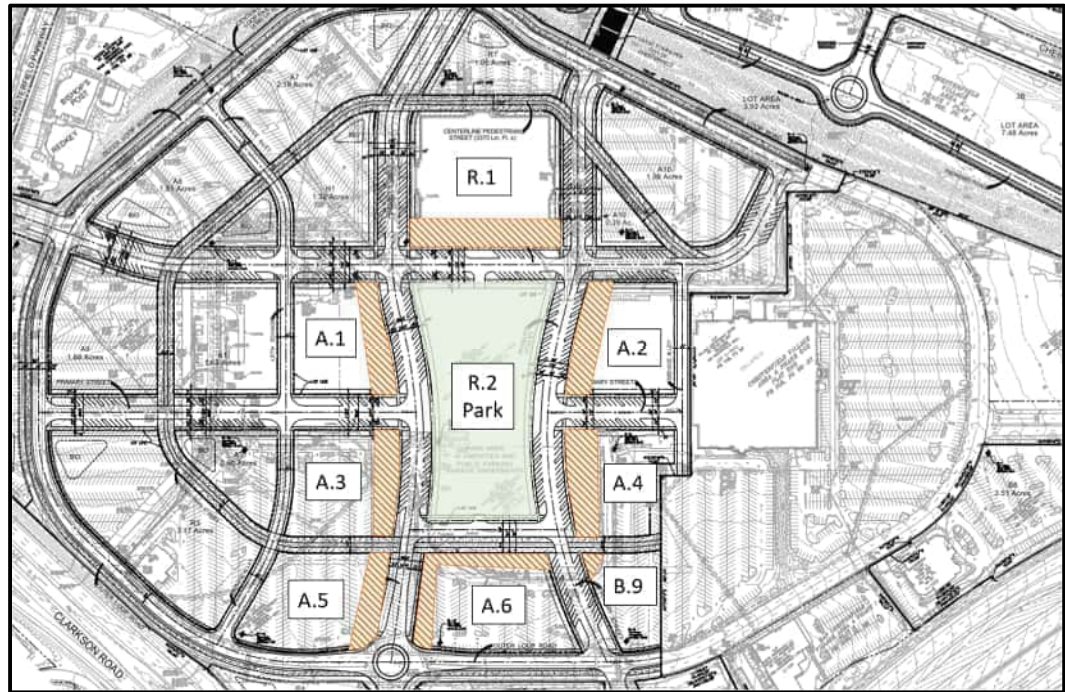
- ll. Retail sales establishment – Community
- mm. Retail sales establishment – Regional
- nn. Animal grooming service
- oo. Barber or beauty shop
- pp. Broadcasting studio
- qq. Commercial service facility
- rr. Day care center
- ss. Drug store and pharmacy
- tt. Dry cleaning establishment
- uu. Financial institution, no drive-thru
- vv. Hospital
- ww. Hotel and motel
- xx. Hotel and motel-extended stay
- yy. Kennel, boarding
- zz. Kennel, private
- aaa. Laboratory-professional, scientific
- bbb. Laboratory
- ccc. Laundromat
- ddd. Nursing home
- eee. Parking area (stand-alone), including garages for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
- fff. Professional and technical service facility
- ggg. Research laboratory and facility
- hhh. Theatre, indoor
- iii. Theatre, outdoor
- jjj. Veterinary clinic



- kkk. College/university
- lll. Kindergarten or nursery school
- mmm. Specialized private school.

2. The District shall prioritize the following:

- a. Ground floor development shall be a mix of pedestrian-oriented commercial/retail in the following locations: on the portion of the parcels that face the primary streets that flank Park Area R2 (parcels A1, A2, A3, A4, A6 and R1) and on the portion of the parcels that face the roundabout and primary street coming off Clarkson Road (parcels A5 and A6) and the corner of the parcel at the primary street and pedestrian walkway (parcel B9) as shown on the Preliminary Development Plan.

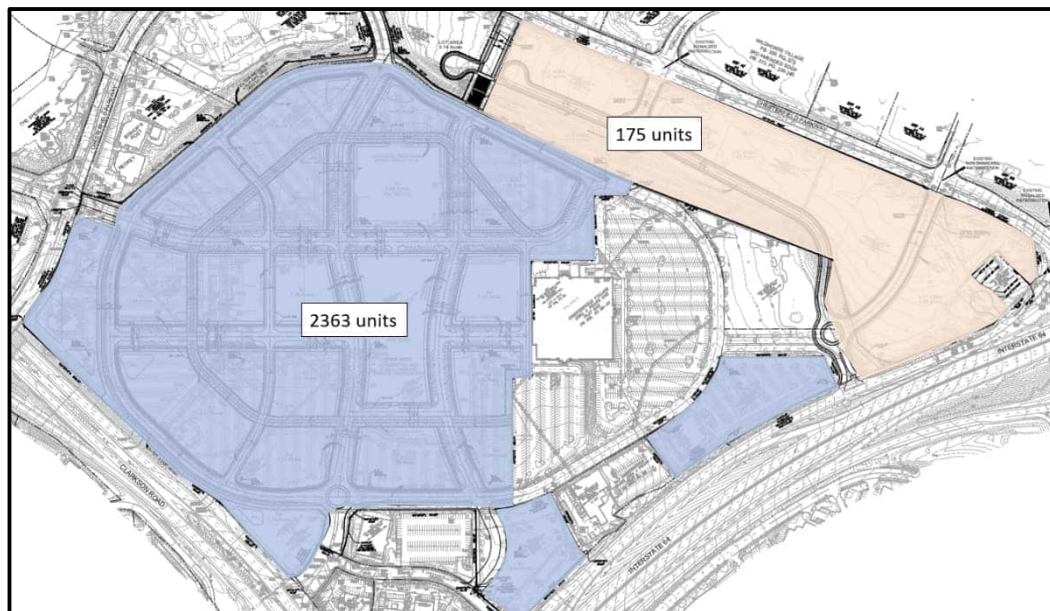


- b. Developer shall prioritize build-to-line, excluding sidewalks, in lieu of prescribed setbacks on the portion of the primary streets that flank Park Area R2 shown on the Preliminary Development Site Plan.
- c. Parcels B1, B2, and B8 as shown on the Preliminary Development Plan shall only be used for commercial uses as defined in Section 405.03.040 J, PC & R Planned Commercial & Residential District of the UDC and as permitted in this Attachment.
- d. Area 4, as shown on the Preliminary Development Plan, shall only be used for commercial uses as permitted in this Attachment.

3. Hours of Operation.
  - a. Hours of operation for this “PC&R” District shall not be restricted.
4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

## B. DENSITY, HEIGHT, SET BACKS AND OPEN SPACE REQUIREMENTS

1. Density Limitations
  - a. The cumulative gross floor area for Commercial Uses in this District for Areas 1, 2, and 3 shall be limited to not more than a Floor Area Ratio (F.A.R.) = .75 Floor Area Ratio (F.A.R.) shall be Calculated by Total Gross Floor Area of all buildings divided by the Gross Area of land within the “PC&R” District. F.A.R. shall not be calculated on a lot-by-lot basis.
  - b. The maximum number of residential units allowable within Areas 1, 2, and 3 of this District shall not be more than 2363 units cumulatively on Parcels A1-A10, B1, B2, B8, B9, R1, R3, R4 and H-1 on the Preliminary Development Plan and 175 units on Parcels 3A and 3B on the Preliminary Development Plan.



- c. The maximum number of rooms for hotels and lodging in Areas 1, 2, and 3 shall be 300 rooms; the maximum number of square feet for hotels and lodging shall be 350,000 square feet.
- d. Area 4 shall be permitted a maximum of 280,000 square feet of non-residential uses.



- e. Developer shall provide a distribution of density by area on the Site Development Concept Plan. The Site Development Concept Plan shall be amended when allocation of density changes.

2. Height Requirements

Total building height for any permitted use shall not exceed 200 feet or 15 stories whichever is more as measured from street elevation.

3. Setbacks

No setbacks are prescribed herein and build-to-line is permitted. All other setbacks and/or build to lines shall be as approved on the Site Development Concept Plan or Site Development Section Plans.

4. Open Space Requirements

Open space in Park Area R2 and Area 3A south of Chesterfield Parkway and Park Circle shall be provided on the Site Development Concept Plan and substantially conform to the Preliminary Development Site Plan. Where known, additional open spaces including pocket parks, plazas, natural areas and seating areas shall be depicted on the Site Development Concept Plan and/or Site Development Sections Plans. Proposed location(s) of public art may be depicted on the Site Development Concept Plan and/or Site Development Section Plans.

## **C. BUILDING AND STRUCTURE FUNCTION**

1. Ground floor of all buildings shall include pedestrian access to retail, restaurant, office, multi-family residential, or hotel use-when those uses are present.
2. Private parking access shall not be permitted along portions of the primary streets that flank Park Area R2. Private parking garage access is permitted from other primary streets locations and service alleys.
3. Trash pickup, building receiving and loading, utility and service functions shall be located at the rear of buildings along the outer loop road and off service alleys.

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

1. Public parking garages and on-street parking satisfies parking requirements for all ground floor commercial (retail, restaurant, art galleries, entertainment, art or other pedestrian-oriented uses), as defined on the Site Development Concept Plan or Site Development Section Plans. All other uses shall provide parking in accordance with this ordinance.
2. Public parking in garages and on-street parking for the existing department store in Area R1 meets parking requirements for that use.

3. Parking shall be calculated for each use category as follows:

Minimum Parking Required

Retail/Restaurant: 4.0 Parking Ratio / 1,000 G.F.A.  
Grocery: 5.0 Parking Ratio / 1,000 G.F.A.  
Office: 3.0 Parking Ratio / 1,000 G.F.A.  
Residential: 1.5 Parking spaces per unit  
Hotel: 0.8 Parking spaces per room

4. Off-street surface parking shall be allowed as shown on the Site Development Concept Plan but shall be minimized and designed to mitigate the visual impact on the development and be consistent with the purpose and intent of this PC&R District.
5. Off-street parking located within Area 4 of the Preliminary Development Plan shall be permitted surface parking. In the event of new development or redevelopment within this Area, surface parking shall be subject to sub-section D.4 above.
6. Joint parking to meet minimum parking standards may be permitted through approval of the Site Development Section Plan and shall require an appropriate legal instrument binding the owners of the properties and their successors and assigns to the agreement.
7. Parking lots shall not be used as streets.
8. No construction related parking shall be permitted within rights of way or on any existing roadways. All construction related parking shall be confined to the District. Construction parking shall be depicted on all Improvement Plans for lots within the district.

## **E. LANDSCAPING AND TREE REQUIREMENTS**

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code and submit a Concept Landscape Plan with the Site Development Concept Plan. Landscaping shall enhance the pedestrian experience, compliment architectural features, provide shade and screen utility areas and surface parking. The developer shall provide for street furnishings such as benches, planters, bike racks, drinking fountains, pedestrian trash receptacles, public art and water features in the Site Development Concept Plan. Locations for street furnishings shall be detailed in the Site Development Concept Plan and Site Development Section Plans.

## **F. SIGN REQUIREMENTS**

1. The development shall adhere the City's Sign Code and/or submit a Comprehensive Sign Package by Area as depicted in the Site Development



Concept Plan and/or Site Development Section Plans. All individual signs including street and wayfaring signage in the public and private spaces shall be coordinated and consistent with the signage concept contained therein.

#### **G. LIGHTING REQUIREMENTS**

1. The development shall adhere to the City's Lighting Code and/or submit an Architectural Specialty Lighting Package. All lighting, in the public and private spaces, shall be coordinated and consistent with the lighting concept contained therein.

#### **H. ARCHITECTURAL REQUIREMENTS**

1. The developer shall submit design standards for public spaces and street character in the Site Development Concept Plan and/or Site Development Section Plans. Site Development Concept and/or Section Plans shall contain design standards that create visually appealing development pattern consistent with the intent of the Downtown Concept. Section plans shall contain architectural elevations, colored renderings and building materials to be reviewed by the Architectural Review Board and subject to approval by the Planning Commission.
2. Building facades should be articulated by using color, arrangement or change in materials to emphasize the façade elements. The planes of exterior walls may be varied in height, depth, or directions.
3. Trash enclosures: The location, material, and elevation of any trash enclosure will be approved on the Site Development Concept Plan or Site Development Section Plan. All exterior trash areas, except pedestrian trash receptacles, will be enclosed with a six (6) foot high sight-proof enclosure with materials that match the adjacent structures and complemented by adequate landscaping as approved on the Master Landscape Package.
4. Mechanical equipment shall be adequately screened in accordance to the Architecture Review Design Standards.

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

1. Access to the development from external roadways shall be shown on the Site Development Concept Plan and as directed by the City of Chesterfield, the Missouri Department of Transportation and the St. Louis County Department of Transportation, as applicable.
2. Any improvements within Missouri Department of Transportation's right-of-way will require a permit. The entrance geometries and drainage design shall be in accordance with Missouri Department of Transportation standards.
3. No gated streets will be permitted.

4. Cross access shall be provided to adjoining properties as directed by the City of Chesterfield.

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

1. Sidewalks shall substantially conform with the Preliminary Development Plan. ADA compliant sidewalks will be required along all roadways and connections to existing sidewalks of all roadways adjacent to the District shall be provided. The design and layout of the sidewalks and pedestrian ways shall be detailed in the Site Development Concept Plan and Site Development Section Plans.
2. Sidewalks and pedestrian trails/bicycle path shall provide future connectivity to adjacent developments and/or roadway projects. Sidewalks may be located within a right-of-way controlled by another agency if permitted by that agency, or on private property within an easement dedicated to the City for public use but to be maintained by the property owner.
3. Evaluate and provide pedestrian access and connectivity from the District to Central Park in the Site Development Concept Plan.
4. On-street parking shall substantially conform with the Preliminary Development Plan. On-street parking stalls shall be designed and located such that vehicles do not back out into an intersection. Corner clearance distance shall be not less than 30 feet between the edge of the parking stall and the intersection. The design and layout of the on-street parking shall be finalized on the Site Development Concept Plan.
5. Obtain approvals from the City of Chesterfield, St. Louis County Department of Transportation, and the Missouri Department of Transportation as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation, St. Louis County Department of Transportation, and the City of Chesterfield.
7. Pedestrian crossing of roadways is required to be at a 90-degree angle in order to minimize the crossing distance for pedestrians.
8. Internal streets and sidewalks shall be private and remain private forever unless an alternate agreement is reached and executed between the City of Chesterfield and TSG Downtown Chesterfield Redevelopment LLC whereby the City accepts the internal streets and/or sidewalks as public. The City is under no obligation to enter into such an agreement.



**K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or Missouri Department of Transportation and/or St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, an updated model shall be required.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrances, as directed. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield, St. Louis County Department of Transportation and/or the Missouri Department of Transportation as applicable.

**L. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system. Formal review, approval and permits by Metropolitan St. Louis Sewer District is required.
2. Stormwater management shall comply with the Chesterfield Village Southwest Quadrant Storm Water Management Plan exhibit (MSD P-002807800) as directed by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

**M. SANITARY SEWER**

1. Provide public sewer service for the site including sanitary force mains, gravity lines and/or regional pump stations, in accordance with Metropolitan St. Louis Sewer District (MSD) and the City of Chesterfield regulations.
2. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
3. Extension of public sanitary sewer lines will be necessary to serve this site and proper easements may be required. Private sanitary sewer laterals may not cross property lines. The receiving sanitary sewer system(s) shall be evaluated to ensure adequate capacity and to ensure the project has no negative impacts to the existing systems.

4. The project is in the Caulks Creek Service Area and subject to the Caulks Creek Surcharge. Sanitary flow rates leaving the sites shall be limited to the maximum extent practical. The maximum allowable sanitary flow release rate is 1.98 CFS. The 1.98 CFS rate includes all phases of the development as well as any existing uses.
5. MSD will allow the entire site to connect to the public sanitary system as proposed after the completion of the Caulks B Pump Station Replacement project. MSD will allow a portion of the development to connect to the sanitary system prior to completion of the replacement pump station for Caulks B limited by based on the actual flows at the existing pump stations, its capacity, anticipated flows from the development.
6. Formal plan submittal and approval will be required by the MSD prior to the issuance of permits.

#### **N. POWER OF REVIEW**

The City Council shall have automatic power of review of all Site Development Plans, Site Development Concept Plans, and Site Development Section Plans for the subject development. The City Council will then take appropriate action relative to the proposal.

#### **O. CITY COUNCIL REVIEW OF SITE DEVELOPMENT CONCEPT PLANS, SITE DEVELOPMENT PLANS AND SITE DEVELOPMENT SECTION PLANS**

The City Council reserves full authority to deny any request for approval of a Site Development Concept Plan, Site Development Plan or Site Development Section Plan (each a "Development Plan"), or to impose conditions on their approval. The City Council shall not approve a Development Plan unless it finds that the application and evidence presented clearly indicate that the proposed Development Plan:

1. Will contribute to and promote a diverse residential and commercial mixed-use environment in which residential and commercial uses are integrated pursuant to a downtown concept;
2. Will contribute to and promote a creative and coordinated design and architectural styles;
3. Will contribute to and promote efficient and effective pedestrian and vehicular circulation;
4. Complies with the Unified Development Code (unless modified herein), the City's Comprehensive Plan, as amended from time to time, and the provisions of this Ordinance; and



5. Is consistent with the June 15, 2023 Narrative submitted by the Applicant, Attached hereto as Exhibit C.

In the property owner(s) discretion, a Site Development Concept Plan may be submitted for Area 1, 2, and 3 and a separate Site Development Concept Plan (or Site Development Plan) may be submitted for Area 4.

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

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

#### **Q. SUPPLEMENTATION, MODIFICATION, AND/OR ALTERATION**

Upon application from a petitioner, any performance standard provided in this Attachment "A" or required by any other District regulation or Ordinance of the City may be supplemented, modified, or altered in the Site Development Concept Plan or Site Development Section Plan provided such supplement, modification and/or alteration will further the purpose and intent of the PC&R District. A public hearing is not required in the process and recommendation by the Planning Commission will be forwarded by the City Council for final approval.

#### **R. MISCELLANEOUS**

1. All utilities shall be installed underground.
2. Prior to record plat approval, the developer shall cause, at its expense and prior to recording any plat, the reestablishment, restoration or appropriate witnessing of Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary US Survey Corners located on or near the development site must be protected and shall be restored if disturbed due to construction.
3. Prior to the release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and the United States Public Land Survey Corners have not been disturbed during construction activities or that have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.

4. Any retaining wall along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
5. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
6. Applicant/Owners of parcels submitting Site Development Section Plans shall be required to contribute a Traffic Generation Assessment (TGA) of the applicable as established by Ordinance 3207 or amendments thereafter to the City of Chesterfield. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield.
7. The TGA deposit shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
8. The developer is advised that utility companies will require compensation for relocation of their facilities with public road right of way. Utility relocation cost shall not be considered an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of the extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
9. Kiosks are allowed in the District provide they do not impede pedestrian and vehicular traffic and meet ADA accessibility requirements. Kiosks can be an arrangement of mobile units, fixed units, or a mixture of both joined together to form a structure not to exceed 100 square feet. Uses within kiosks will be approved uses in this Attachment. A Special Activity Permit may be required as directed by the City of Chesterfield.

## **II. GENERAL CRITERIA**

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

The Site Development Concept Plan shall include all items previously referenced in this Attachment, **be consistent with Section O. of this ordinance**, and:

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code and as required herein.



2. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Transportation, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
3. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.
4. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
5. Out boundary plat and legal description of property.
6. A note indicating all utilities will be installed underground.
7. Adhere to the Tree Preservation and Landscape requirements of the UDC and submit a Concept Landscape Plan.
8. Adhere to the Lighting requirements of the UDC and/or submit a Specialty Lighting package.
9. Adhere to the Signage requirements of the UDC and/or submit a Comprehensive Sign Package.
10. Provide design standards for all public spaces and street character. The Architectural Review Board shall review all Site Development Concept Plans of the design of public spaces and street character and make recommendations for approval to the Planning Commission.
11. Where known, depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
12. Specific structure, parking setbacks and build-to lines along all roadways and property lines.
13. Indicate location of all existing and proposed freestanding development monument signs.
14. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
15. Depict existing and proposed improvements within 150 feet of the site. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.

16. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
17. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
18. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.

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

The Site Development Section Plans shall include all items previously referenced in this Attachment and:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculation, including calculation for all spaces, required and proposed, and the number, size and location for handicap designed.
3. For commercial development, provide square footage proposed.
4. For residential development provide the number of units proposed to be built.
5. For hotel development provide the square footage and number of rooms proposed.
6. A note indicating all utilities will be installed underground.
7. Address all signage in accordance with the City of Chesterfield Code and provided in the Site Development Concept Plan.
8. Address landscaping in accordance with the Tree Preservation and Landscape requirements in the UDC and provided in the Site Development Concept Plan.
9. Address all lighting in accordance with the Lighting requirements in the UDC and provided in the Site Development Concept Plan.



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

### **III. RECORDING**

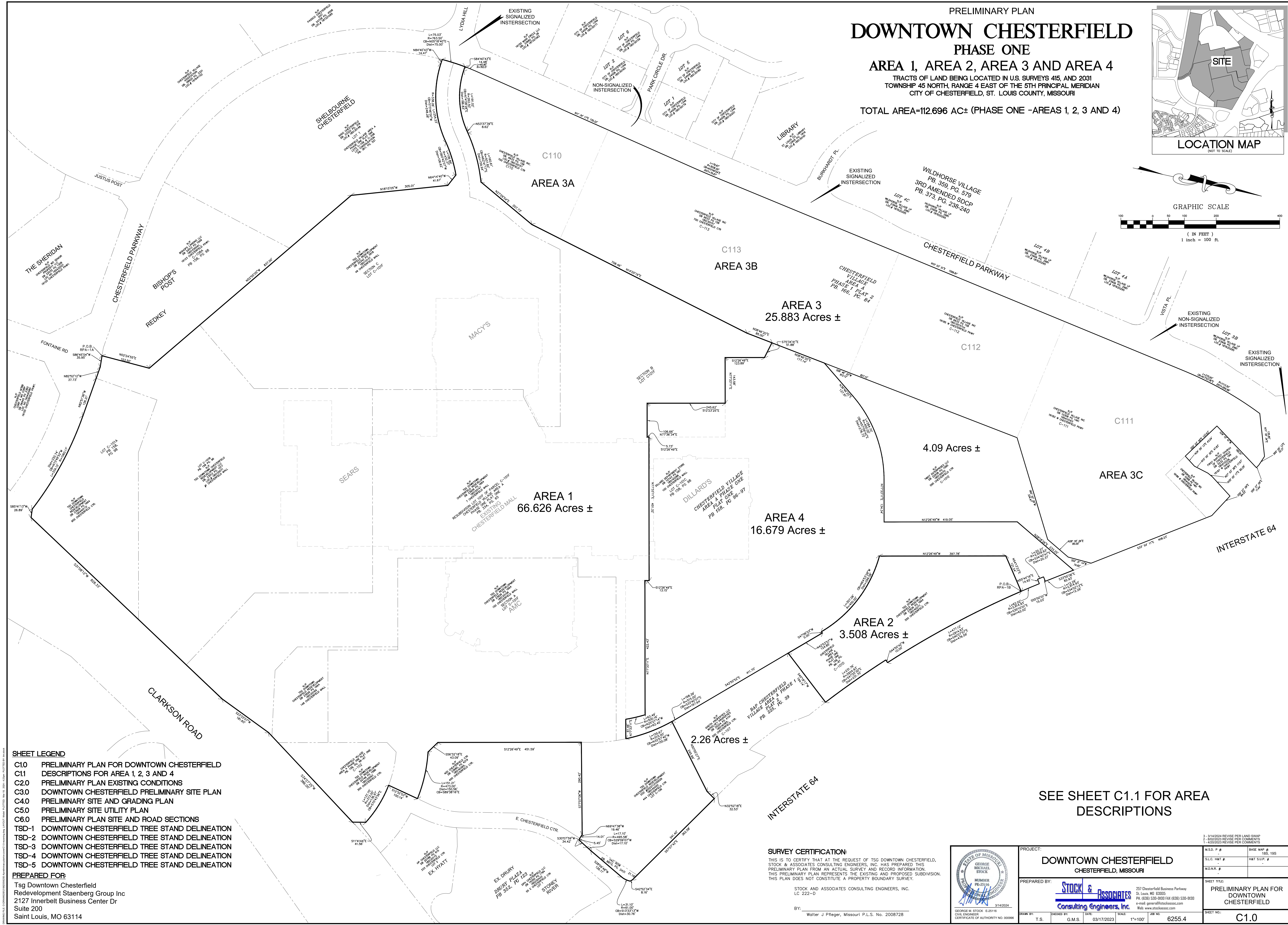
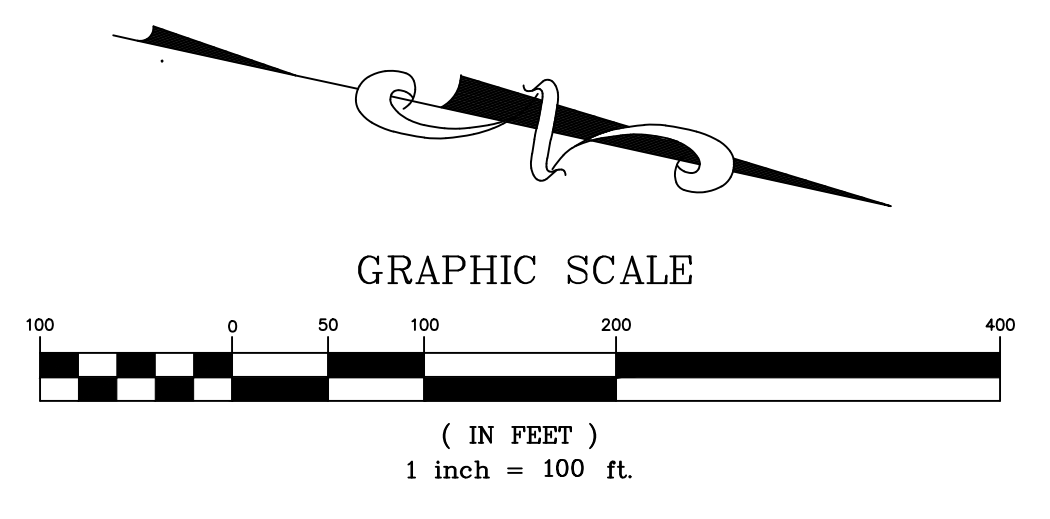
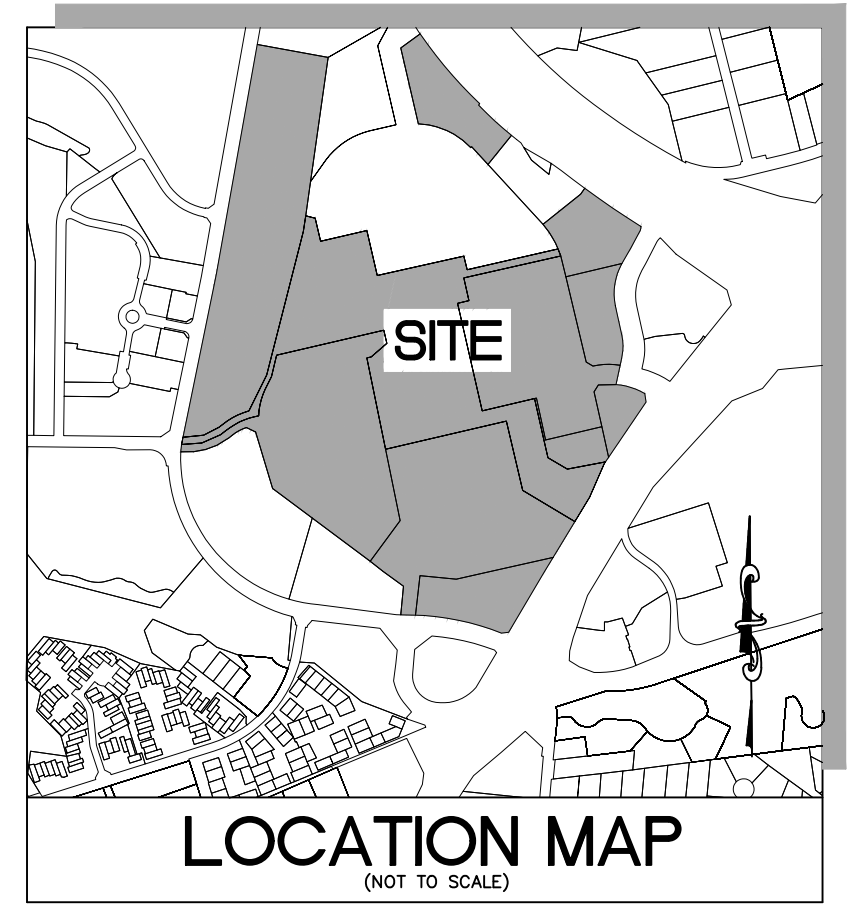
Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

#### **IV. ENFORCEMENT**

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



PRELIMINARY PLAN  
**DOWNTOWN CHESTERFIELD**  
**PHASE ONE**  
**AREA 1, AREA 2, AREA 3 AND AREA 4**  
 TRACTS OF LAND BEING LOCATED IN U.S. SURVEYS 415, AND 2031  
 TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN  
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI  
 TOTAL AREA=112.696 AC± (PHASE ONE -AREAS 1, 2, 3 AND 4)



- SHEET LEGEND**
- C10 PRELIMINARY PLAN FOR DOWNTOWN CHESTERFIELD
  - C11 DESCRIPTIONS FOR AREA 1, 2, 3 AND 4
  - C2.0 PRELIMINARY PLAN EXISTING CONDITIONS
  - C3.0 DOWNTOWN CHESTERFIELD PRELIMINARY SITE PLAN
  - C4.0 PRELIMINARY SITE AND GRADING PLAN
  - C5.0 PRELIMINARY SITE UTILITY PLAN
  - C6.0 PRELIMINARY PLAN SITE AND ROAD SECTIONS
  - TSD-1 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-2 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-3 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-4 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-5 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION

**PREPARED FOR:**  
 Tsg Downtown Chesterfield  
 Redevelopment Staenberg Group Inc  
 2127 Innerbelt Business Center Dr  
 Suite 200  
 Saint Louis, MO 63114

**SEE SHEET C1.1 FOR AREA DESCRIPTIONS**

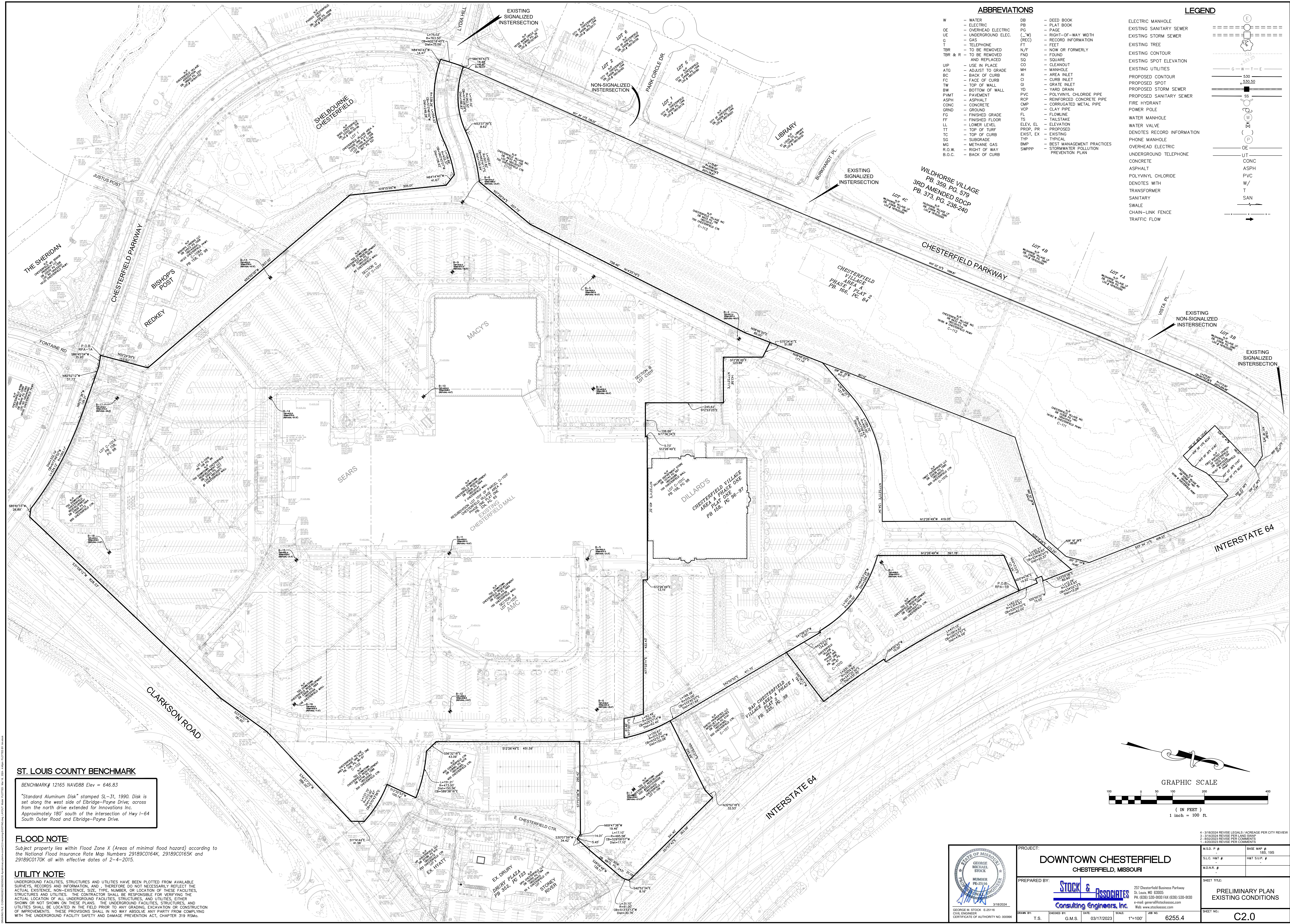
**SURVEY CERTIFICATION:**  
 THIS IS TO CERTIFY THAT AT THE REQUEST OF TSG DOWNTOWN CHESTERFIELD, STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. HAS PREPARED THIS PRELIMINARY PLAN FROM AN ACTUAL SURVEY AND RECORD INFORMATION. THIS PRELIMINARY PLAN REPRESENTS THE EXISTING AND PROPOSED SUBDIVISION. THIS PLAN DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY.  
 STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.  
 LC 222-D  
 BY: Walter J Pfeifer, Missouri P.L.S. No. 2008728

	PROJECT:	<b>DOWNTOWN CHESTERFIELD</b> CHESTERFIELD, MISSOURI	M.S.D. P. #	155, 195
	PREPARED BY:	<b>Stock &amp; Associates</b> Consulting Engineers, Inc.	S.L.C. H&T #	H&T S.L.P. #
GEORGE M. STOCK, L.S.1118 CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	257 Chesterfield Business Parkway St. Louis, MO 63015 PH: (636) 530-9100 FAX: (636) 530-9130 e-mail: gstock@stockandassociates.com Web: www.stockandassociates.com	SHEET TITLE: <b>PRELIMINARY PLAN FOR DOWNTOWN CHESTERFIELD</b>	SHEET NO.: <b>C1.0</b>	SHEET NO.: <b>C1.0</b>
DRAWN BY: T.S. CHECKED BY: G.M.S. DATE: 03/17/2023 SCALE: 1"=100' JOB NO.: 6255.4	3-3142024 REVISE PER LAND SWAP 2-4002023 REVISE PER COMMENTS 1-4002023 REVISE PER COMMENTS			







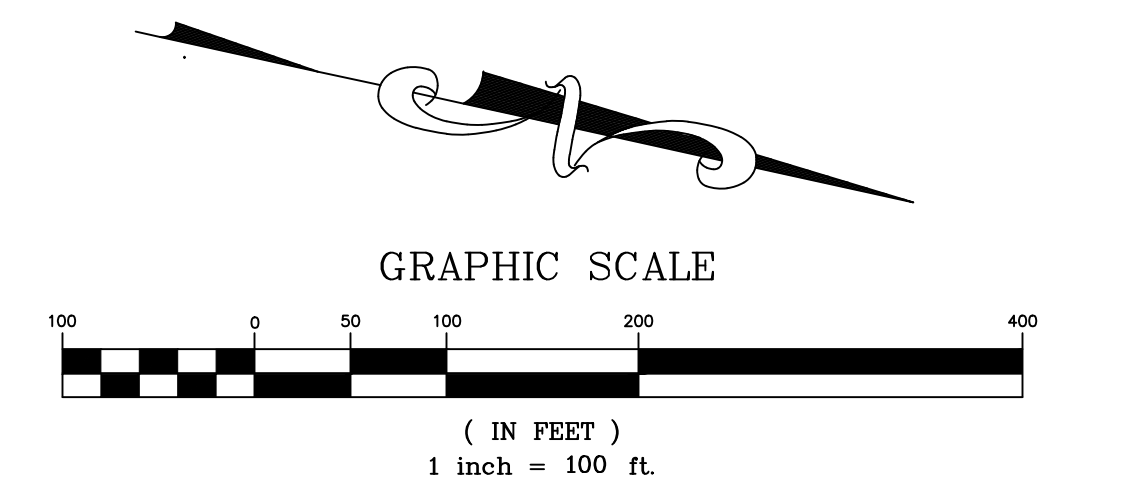


ABBREVIATIONS		LEGEND	
W	- WATER	DB	- DEED BOOK
OE	- ELECTRIC	PB	- PLAT BOOK
UE	- OVERHEAD ELECTRIC	PG	- PAGE
G	- UNDERGROUND ELEC.	(C-W)	- RIGHT-OF-WAY WIDTH
T	- GAS	(REC)	- RECORD INFORMATION
TBR	- TELEPHONE	FT	- FEET
TBR & R	- TO BE REMOVED AND REPLACED	N/F	- NOW OR FORMERLY
U/P	- USE IN PLACE	FND	- FOUND
ATG	- ADJUST TO GRADE	SH	- SQUARE
BC	- BACK OF CURB	CO	- CLEANOUT
FC	- FACE OF CURB	CI	- CURB INLET
TW	- TOP OF WALL	AI	- AREA INLET
BW	- BOTTOM OF WALL	GI	- GRATE INLET
PWMT	- PAVEMENT	YD	- YARD DRAIN
ASPH	- ASPHALT	PVC	- POLYVINYL CHLORIDE PIPE
CONC	- CONCRETE	RCP	- REINFORCED CONCRETE PIPE
GRND	- GROUND	CMP	- CORRUGATED METAL PIPE
FG	- FINISHED GRADE	CLP	- CLAY PIPE
FF	- FINISHED FLOOR	FL	- FLOWLINE
LL	- LOWER LEVEL	TS	- TAILSTAKE
TT	- TOP OF TURF	EL	- ELEVATION
TC	- TOP OF CURB	PROP. EX	- PROPOSED EXISTING
SG	- SUBGRADE	TYP	- TYPICAL
MG	- METHANE GAS	SMP	- BEST MANAGEMENT PRACTICES
R.O.W.	- RIGHT OF WAY	SWPPP	- STORMWATER POLLUTION PREVENTION PLAN
B.O.C.	- BACK OF CURB		

**ST. LOUIS COUNTY BENCHMARK**  
 BENCHMARK# 12165 NAVD88 Elev = 646.83  
 "Standard Aluminum Disk" stamped SL-31, 1990, Disk is set along the west side of Elbridge-Payne Drive, across from the north drive extended for Innovations Inc. Approximately 180' south of the intersection of Hwy I-64 South Outer Road and Elbridge-Payne Drive.

**FLOOD NOTE:**  
 Subject property lies within Flood Zone X (Areas of minimal flood hazard) according to the National Flood Insurance Rate Map Numbers 29189C0164K, 29189C0165K and 29189C0170K all with effective dates of 2-4-2015.

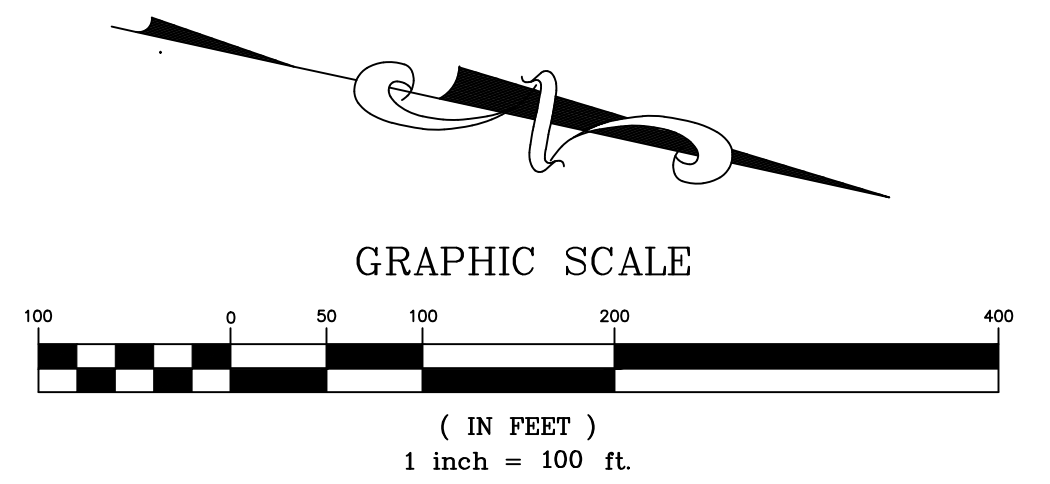
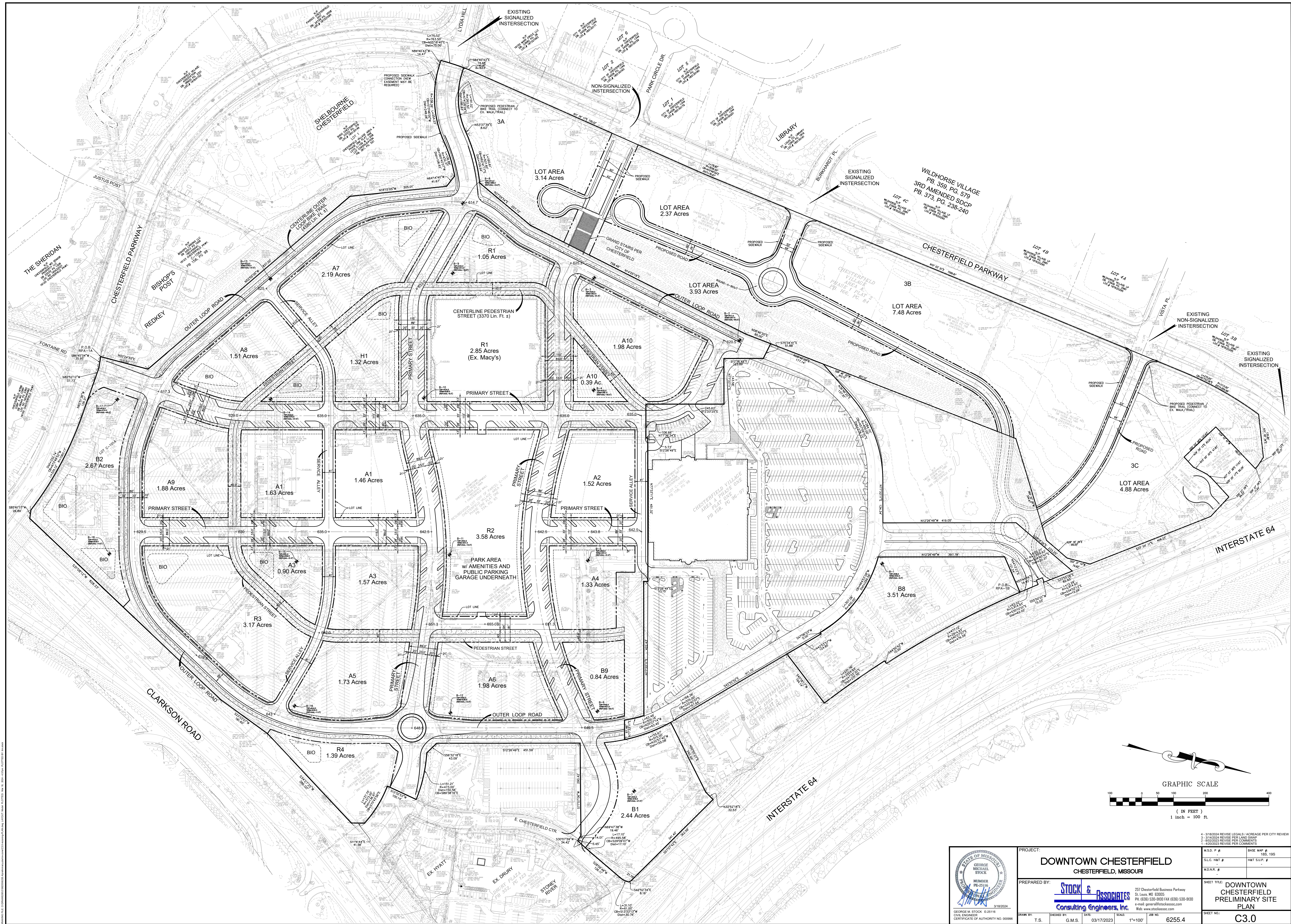
**UTILITY NOTE:**  
 UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR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



	PROJECT:	<b>DOWNTOWN CHESTERFIELD</b> CHESTERFIELD, MISSOURI	M.S.D. P. #	BASE MAP #
	PREPARED BY:	<b>Stock &amp; Associates</b> Consulting Engineers, Inc.	S.L.C. H&T #	H&T S.L.P. #
GEORGE M. STOCK, L.S. 25116 CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	DATE:	03/17/2023	SHEET TITLE:	<b>PRELIMINARY PLAN</b> EXISTING CONDITIONS
SCALE:	1"=100'	JOB NO.:	6255.4	SHEET NO.:
DRAWN BY: T.S. CHECKED BY: G.M.S.				<b>C2.0</b>

4-3/18/2024 REVISE LEGALS / ACROAGE PER CITY REVIEW  
 3-2/16/2024 REVISE PER LAND SWAP  
 2-8/2023 REVISE PER COMMENTS  
 1-4/2023 REVISE PER COMMENTS





	PROJECT:	<b>DOWNTOWN CHESTERFIELD</b> CHESTERFIELD, MISSOURI	M.S.D. P. #	BASE MAP #
	PREPARED BY:	<b>STOCK &amp; ASSOCIATES</b> Consulting Engineers, Inc.	257 Chesterfield Business Parkway St. Louis, MO 63105 PH: (636) 530-9100 FAX: (636) 530-9300 e-mail: gstock@stockassociates.com Web: www.stockassociates.com	185, 195
GEORGE M. STOCK CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	DATE:	03/17/2023	SHEET TITLE:	<b>DOWNTOWN CHESTERFIELD</b> <b>PRELIMINARY SITE PLAN</b>
SCALE:	1"=100'	JOB NO.:	6255.4	SHEET NO.:
DRAWN BY: T.S. CHECKED BY: G.M.S.				<b>C3.0</b>

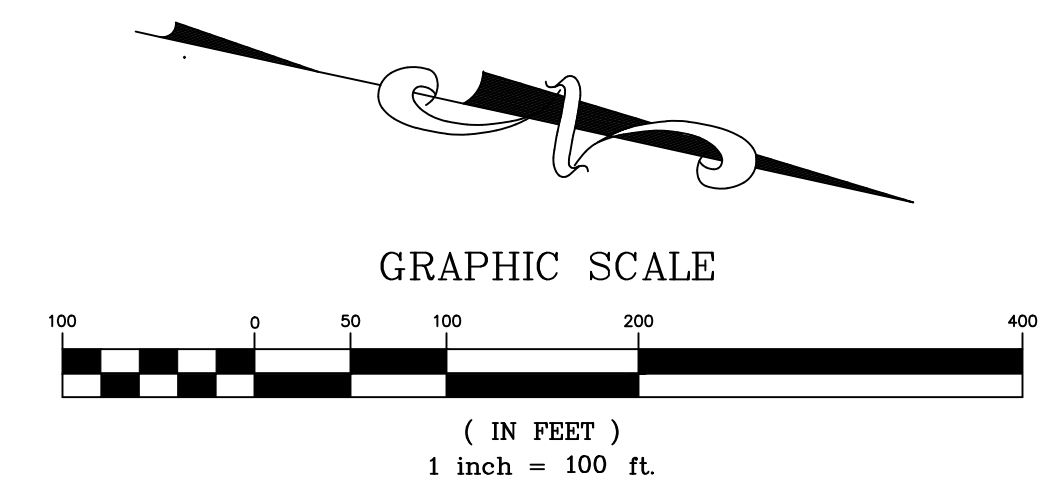
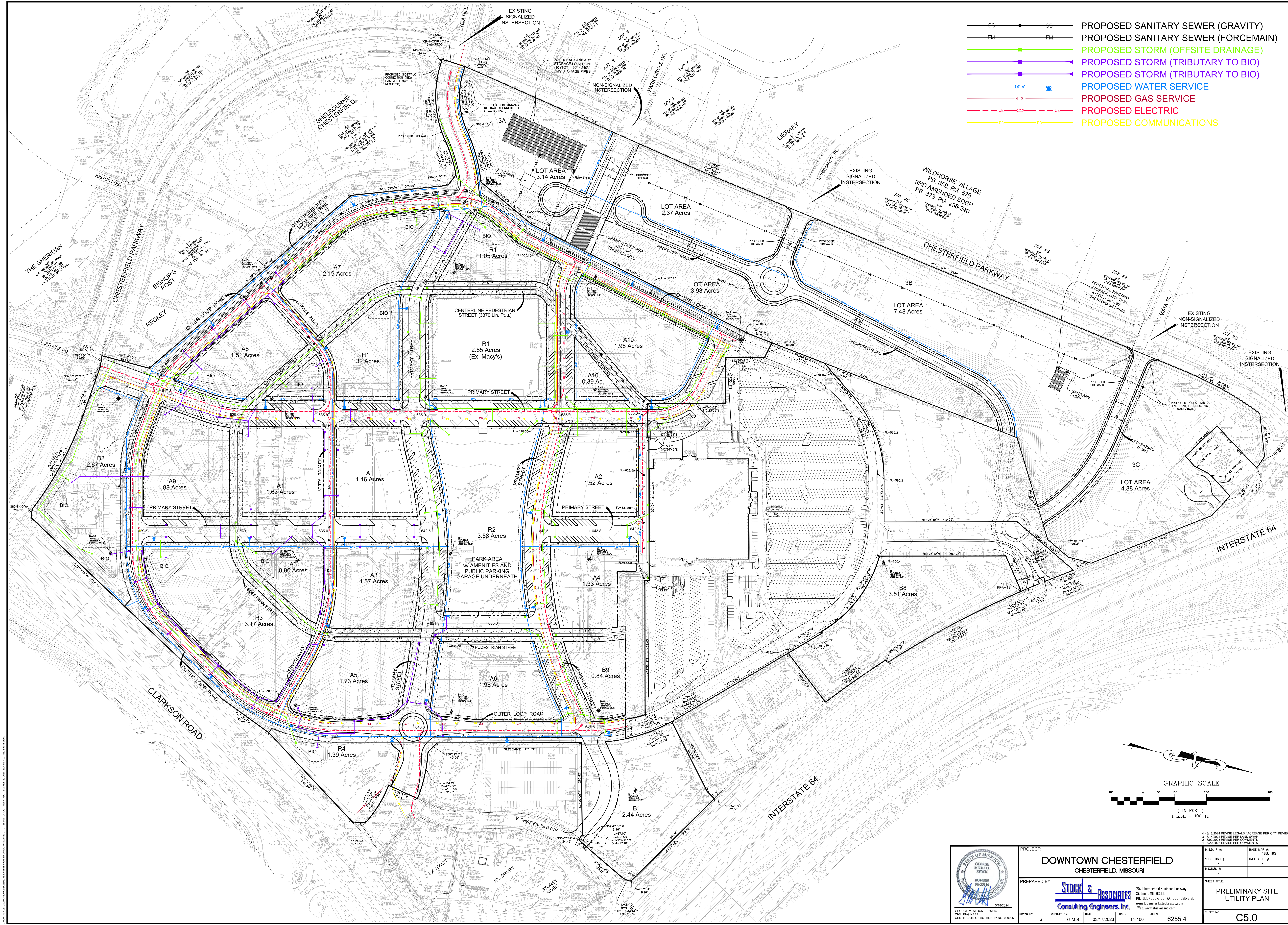
4-3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW  
 3-2/16/2024 REVISE PER LAND SWAP  
 2-8/2023 REVISE PER COMMENTS  
 1-4/2023 REVISE PER COMMENTS







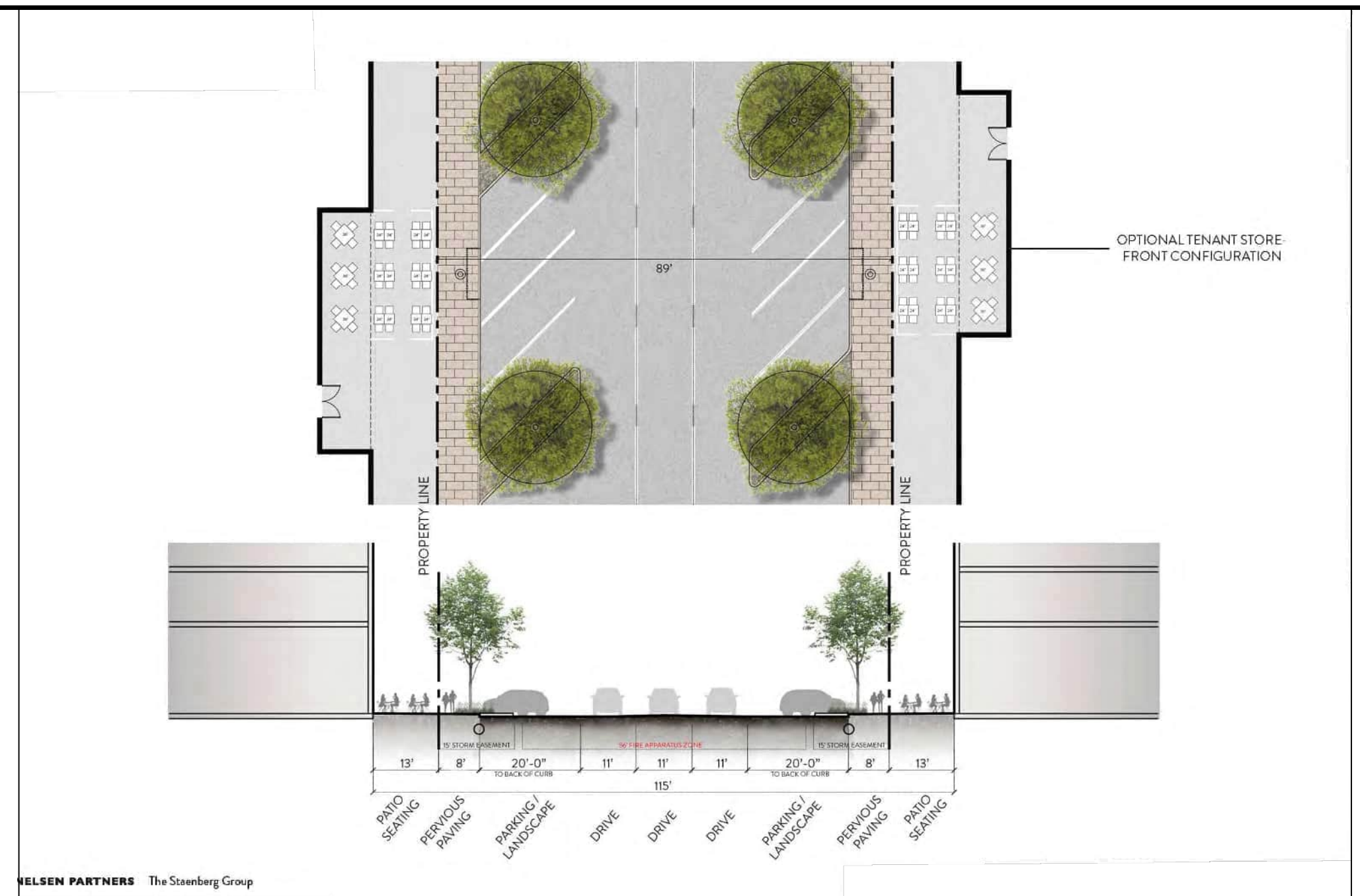
- SS — SS PROPOSED SANITARY SEWER (GRAVITY)
- FM — FM PROPOSED SANITARY SEWER (FORCEMAIN)
- PROPOSED STORM (OFFSITE DRAINAGE)
- PROPOSED STORM (TRIBUTARY TO BIO)
- PROPOSED STORM (TRIBUTARY TO BIO)
- 12" V — PROPOSED WATER SERVICE
- 4" G — PROPOSED GAS SERVICE
- PROPOSED ELECTRIC
- PROPOSED COMMUNICATIONS



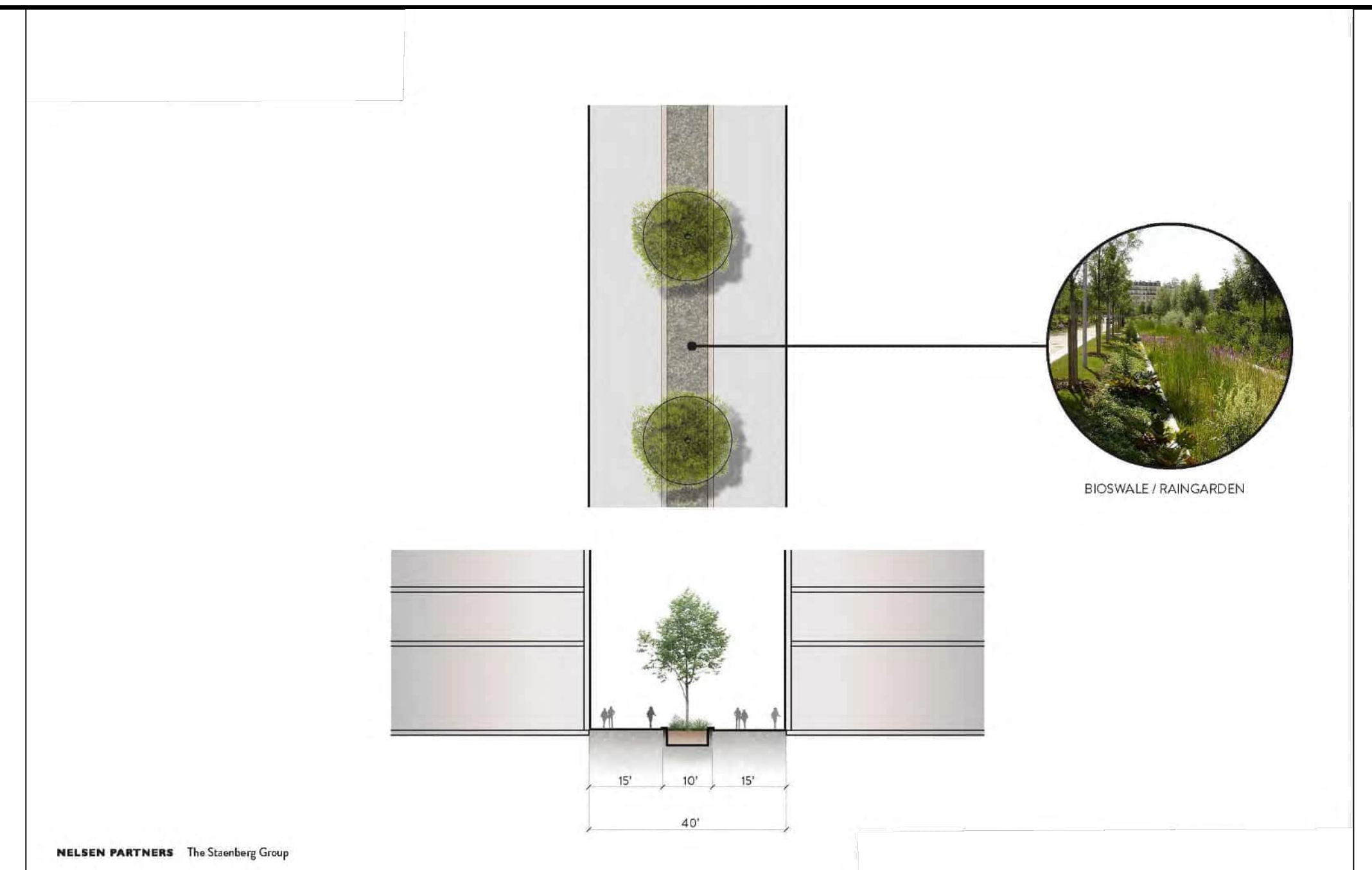
	PROJECT:	DOWNTOWN CHESTERFIELD CHESTERFIELD, MISSOURI	M.S.D. P. #	185, 195
	PREPARED BY:	STOCK & ASSOCIATES Consulting Engineers, Inc.	S.L.C. H&T #	H&T S.L.P. #
GEORGE M. STOCK CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	DATE:	03/17/2023	SHEET TITLE:	PRELIMINARY SITE UTILITY PLAN
DRAWN BY: T.S.	CHECKED BY:	G.M.S.	SCALE:	1"=100'
	JOB NO.:	6255.4	SHEET NO.:	C5.0

4-3/18/2024 REVISE LEGALS / ACRES PER CITY REVIEW  
 3-3/16/2024 REVISE PER LAND SWAP  
 2-8/2023 REVISE PER COMMENTS  
 1-4/2023 REVISE PER COMMENTS

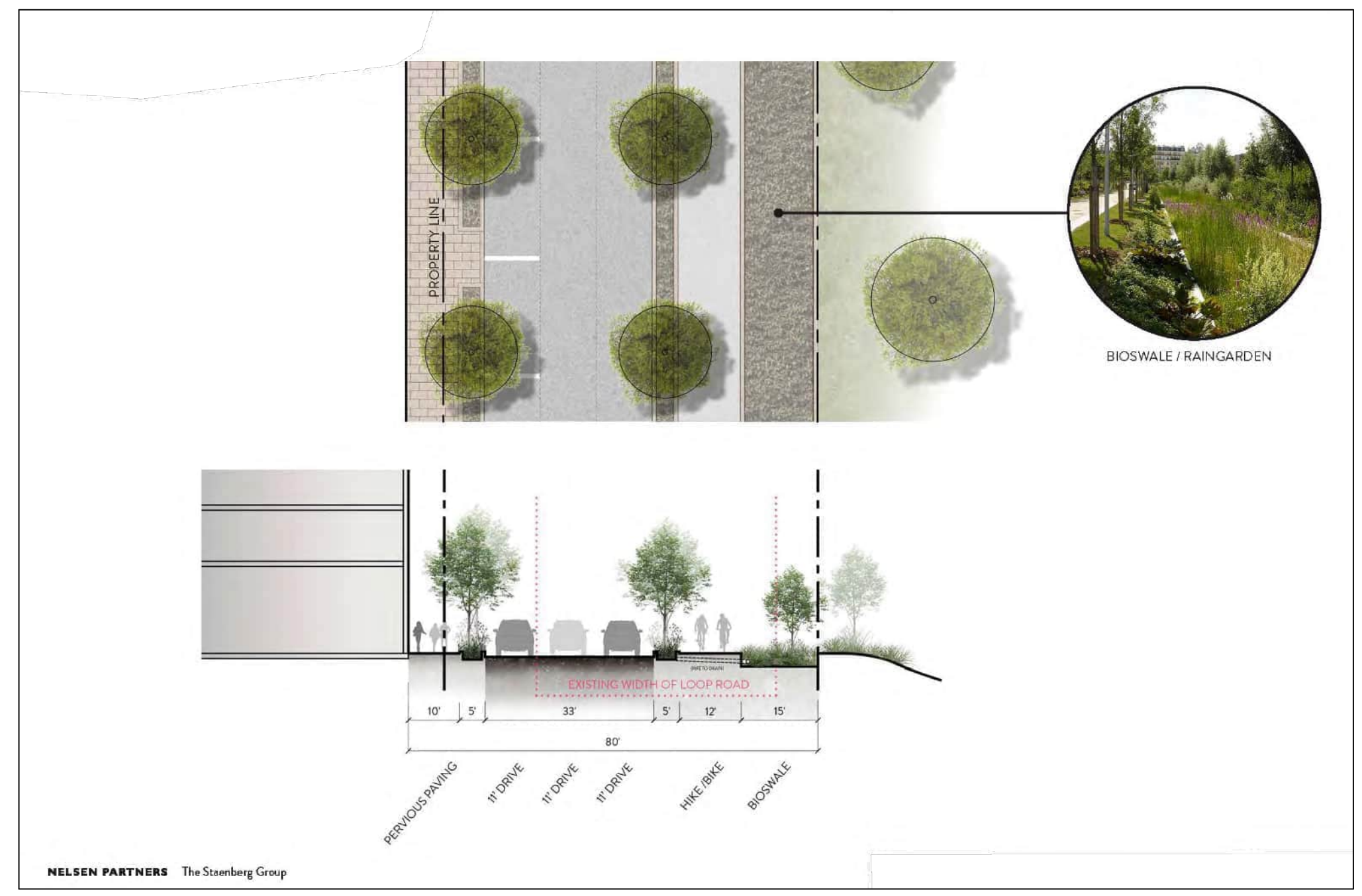




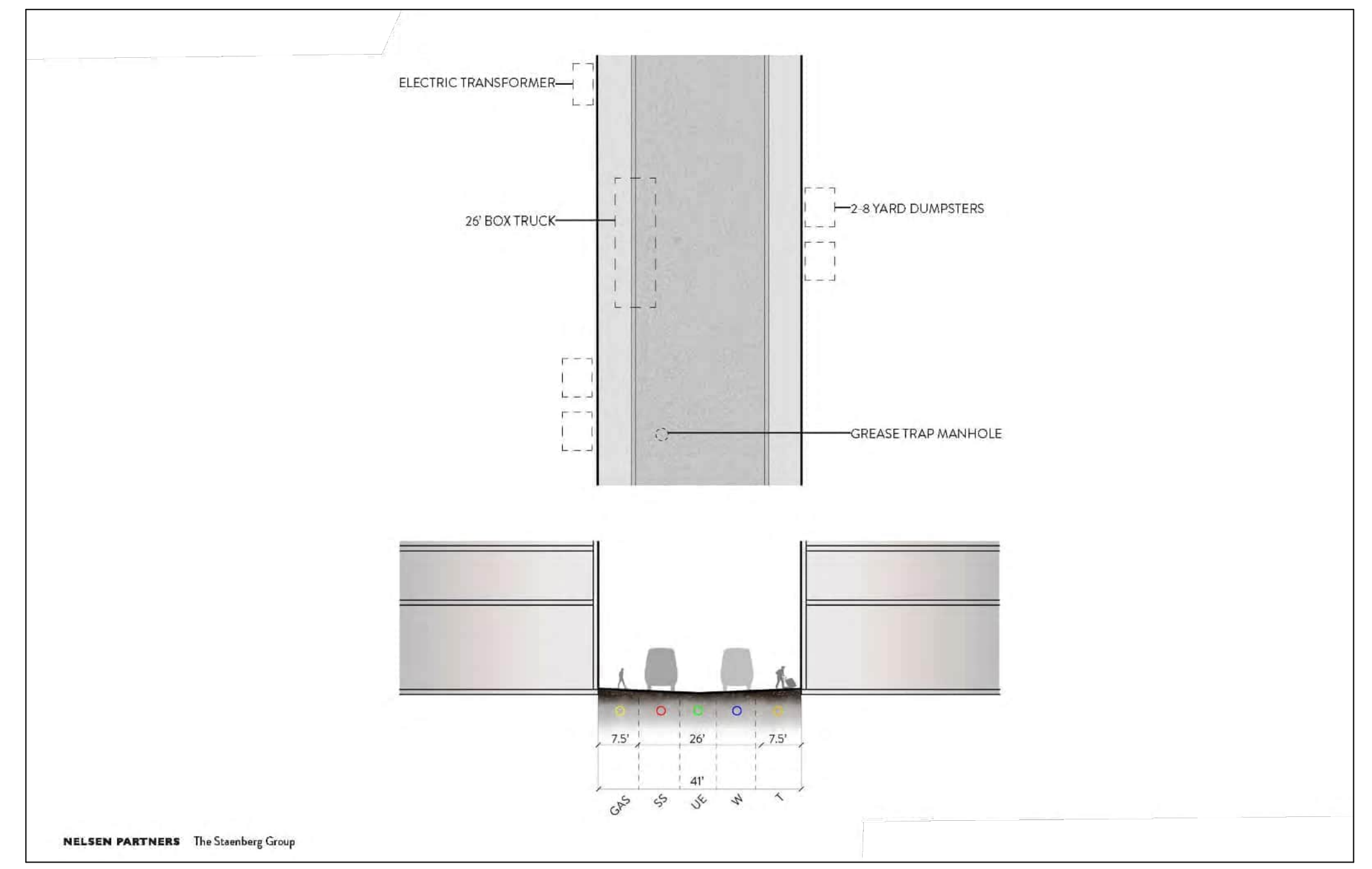
PRIMARY STREET



PEDESTRIAN STREET

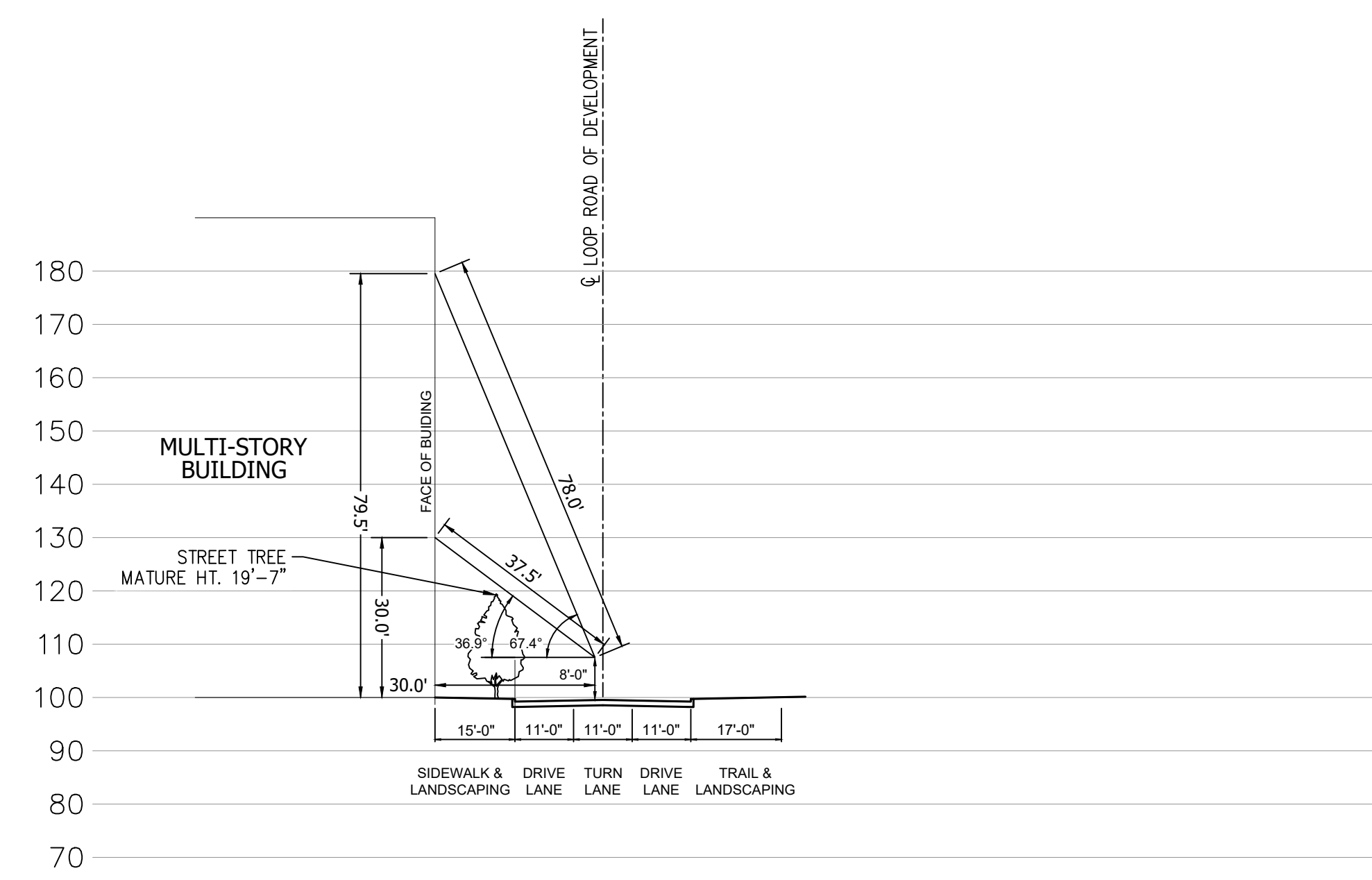


OUTER LOOP ROAD / HIKE & BIKE TRAIL

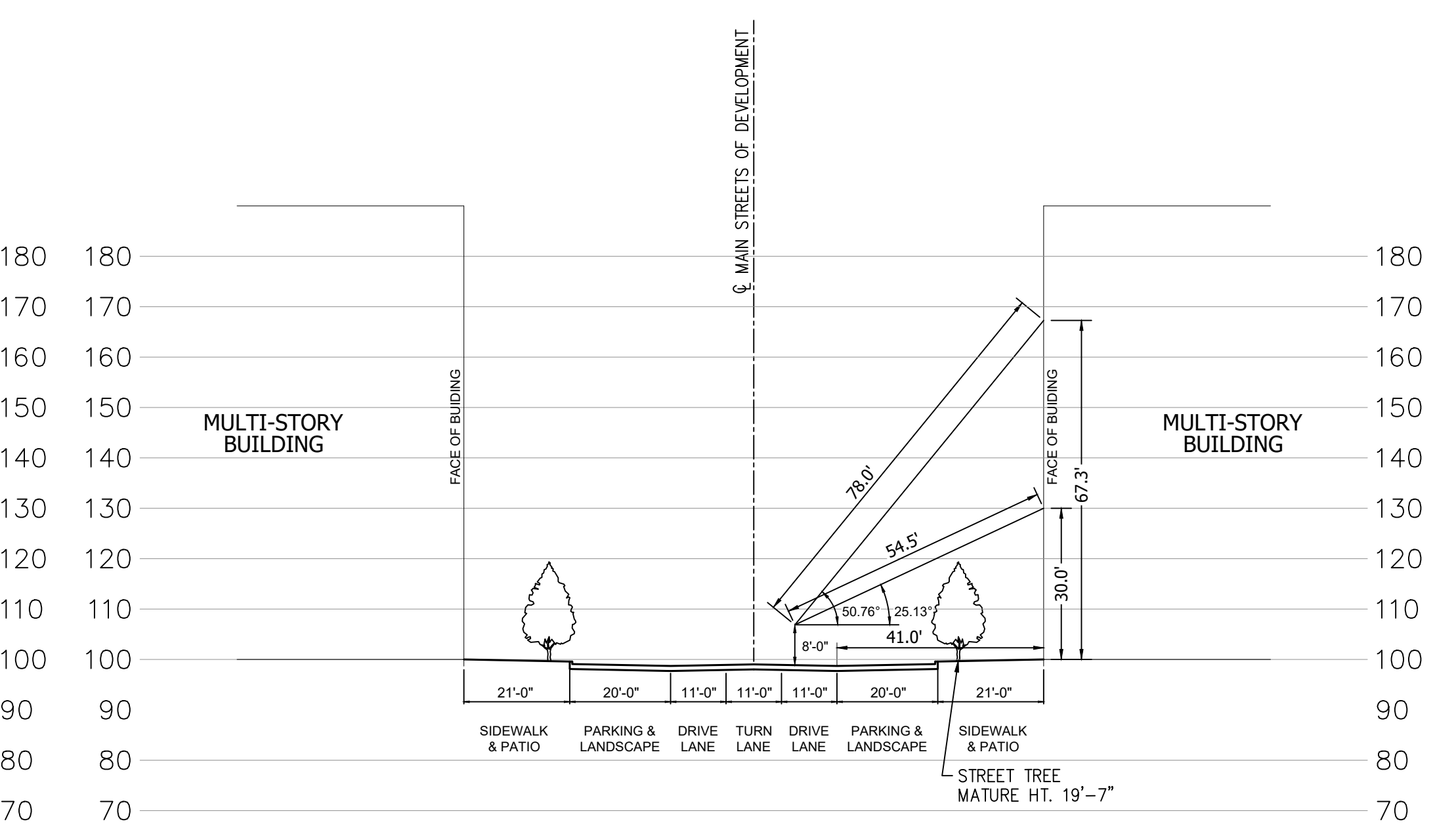


SERVICE ALLEY

NOTE: SECTIONS PER NELSON PARTNERS MASTER PLAN DATED 02.15.2023



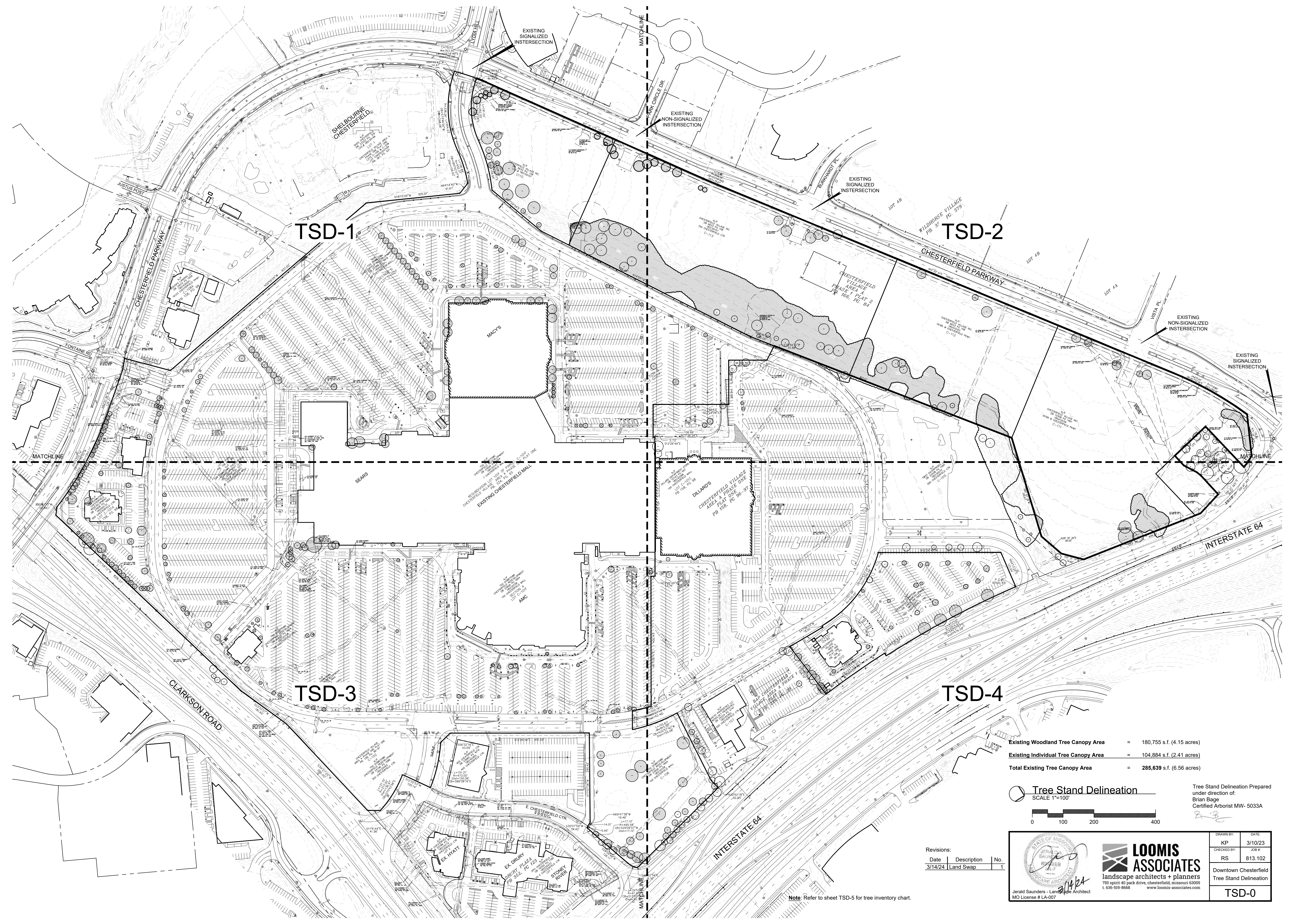
COMPLIANT AERIAL APPARATUS ACCESS SECTION (LOOP ROAD)



MODIFIED AERIAL APPARATUS ACCESS SECTION (PRIMARY STREETS OF THE DEVELOPMENT)

	<b>PROJECT:</b> DOWNTOWN CHESTERFIELD CHESTERFIELD, MISSOURI	M.S.D. P. # S.L.C. H&T # M.D.N.R. #	BASE MAP # H&T S.L.P. #
	<b>PREPARED BY:</b> 	SHEET TITLE: <b>PRELIMINARY PLAN SITE AND ROAD SECTIONS</b>	SHEET NO.: <b>C6.0</b>
GEORGE M. STOCK CIVIL ENGINEER CERTIFICATE OF AUTHORITY NO. 00096	DRAWN BY: T.S. CHECKED BY: G.M.S. DATE: 03/17/2023 SCALE: 1"=100' JOB NO.: 6255.4	4 - 3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW 3 - 3/16/2024 REVISE PER LAND SWAP 2 - 8/02/2023 REVISE PER COMMENTS 1 - 4/28/2023 REVISE PER COMMENTS	





TSD-1

TSD-2

TSD-3

TSD-4

Existing Woodland Tree Canopy Area = 180,755 s.f. (4.15 acres)  
 Existing Individual Tree Canopy Area = 104,884 s.f. (2.41 acres)  
 Total Existing Tree Canopy Area = 285,639 s.f. (6.56 acres)

Tree Stand Delineation  
 SCALE 1"=100'  
 Tree Stand Delineation Prepared under direction of:  
 Brian Bage  
 Certified Arborist MW- 5033A

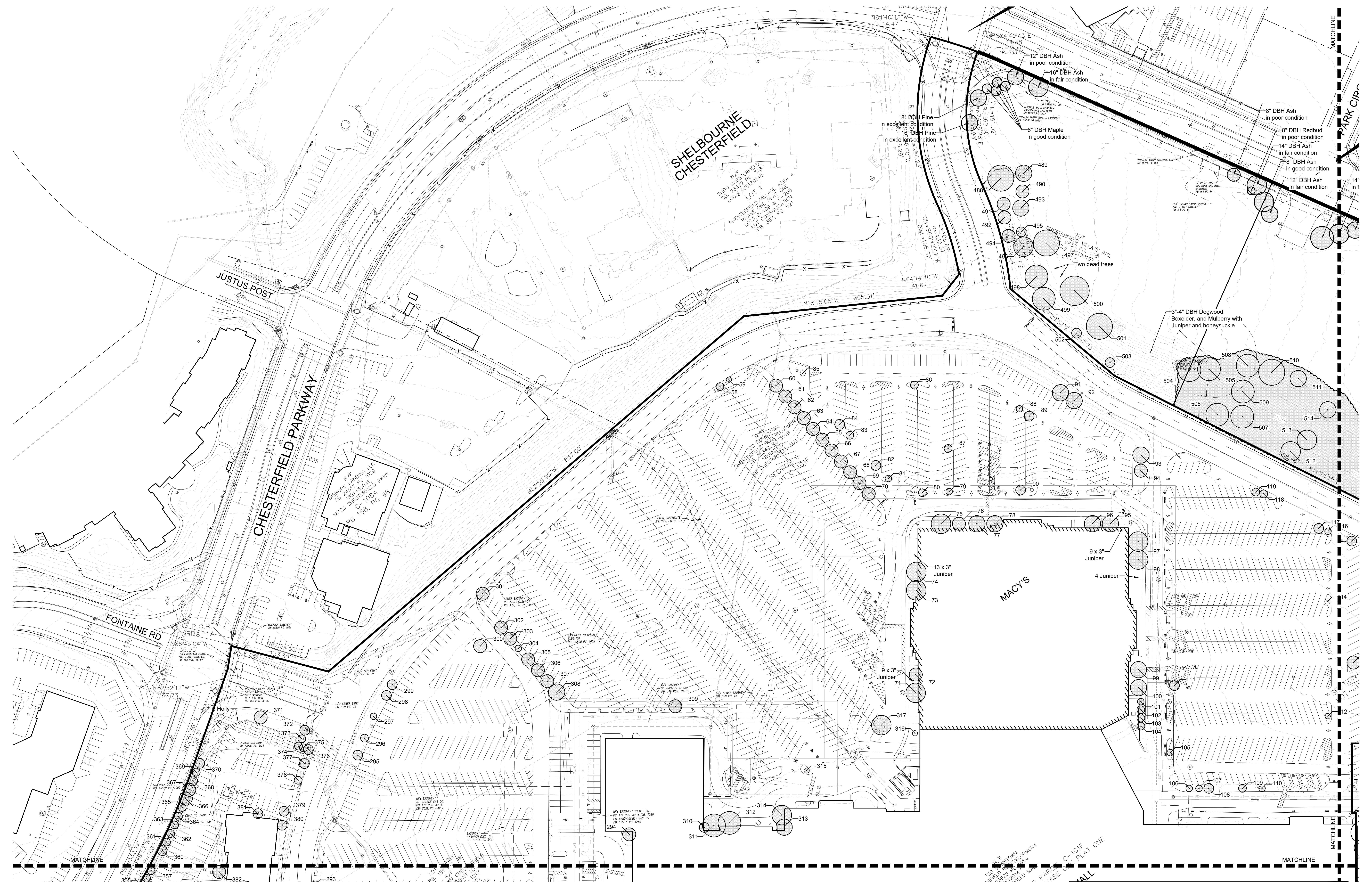
	<p><b>LOOMIS ASSOCIATES</b>          landscape architects + planners          750 spout 40 park drive, chesterfield, missouri 63005          t. 636-519-8668 www.loomis-associates.com</p>	DRAWN BY:	DATE:
		KP	3/10/23
		CHECKED BY:	JOB #:
		RS	813.102
		Downtown Chesterfield Tree Stand Delineation	
		<b>TSD-0</b>	

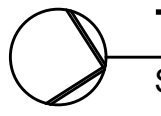
Revisions:

Date	Description	No.
3/14/24	Land Swap	1

Note: Refer to sheet TSD-5 for tree inventory chart.





 **Tree Stand Delineation - Southwest**  
SCALE 1"=50'

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

Revisions:

Date	Description	No.
3/14/24	Land Swap	1

Note: Refer to sheet TSD-5 for tree inventory chart.



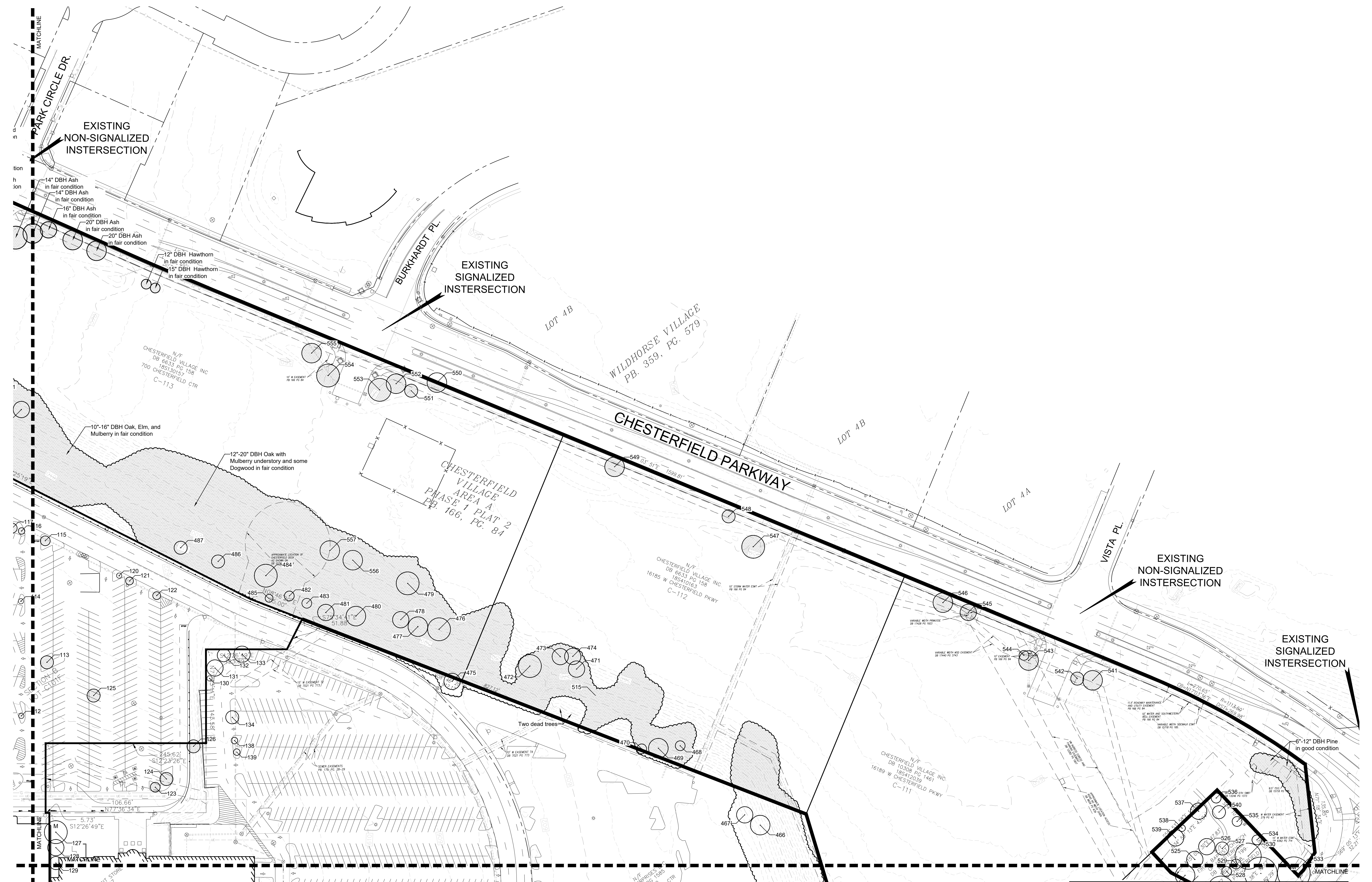
Jerald Saunders - Landscape Architect  
MO License # LA-007

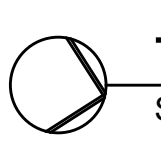


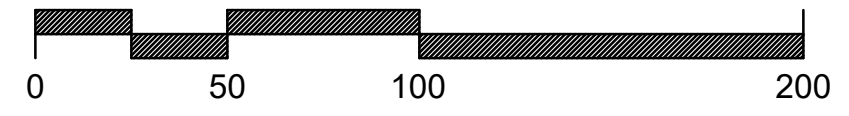
**LOOMIS ASSOCIATES**  
landscape architects + planners  
790 spirit 40 park drive, chesterfield, missouri 63005  
t. 636-619-8668 www.loomis-associates.com

DRAWN BY:	DATE:
KP	3/10/23
CHECKED BY:	JOB #:
RS	813.102
Downtown Chesterfield Tree Stand Delineation	
<b>TSD-1</b>	





 **Tree Stand Delineation - Northwest**  
 SCALE 1"=50'



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

Revisions:

Date	Description	No.
3/14/24	Land Swap	1



Jerald Saunders - Landscape Architect  
 MO License # LA-007

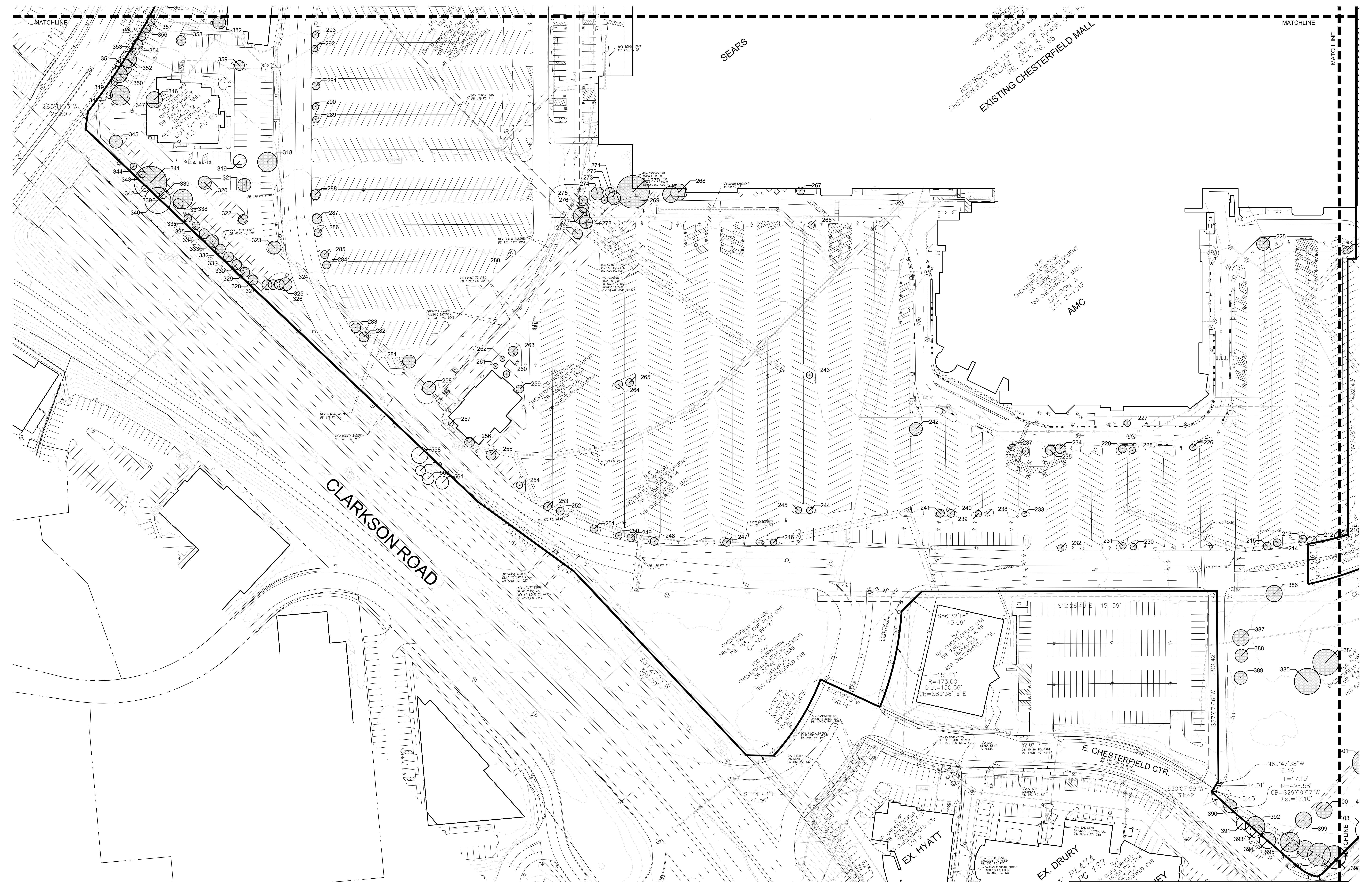


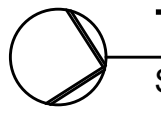
**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 750 spirit 40 park drive, chesterfield, missouri 63005  
 t. 636-519-8668 www.loomis-associates.com

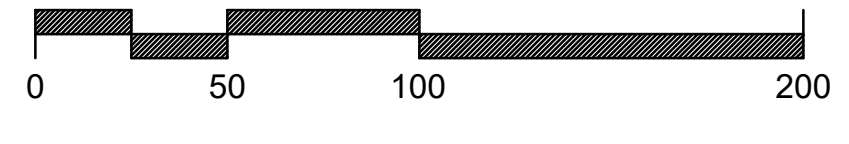
DRAWN BY:	DATE:
KP	3/10/23
CHECKED BY:	JOB #:
RS	813.102
Downtown Chesterfield Tree Stand Delineation	
<b>TSD-2</b>	

**Note:** Refer to sheet TSD-5 for tree inventory chart.





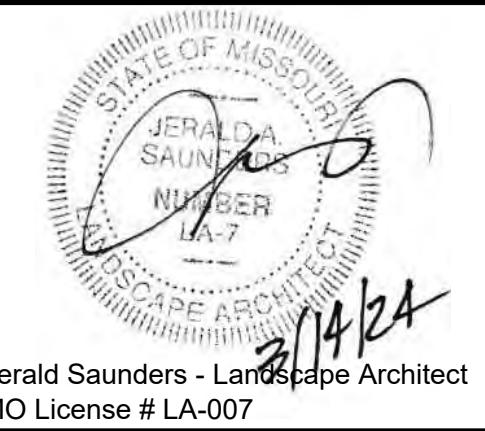
 **Tree Stand Delineation - Southeast**  
 SCALE 1"=50'



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

Revisions:

Date	Description	No.
3/14/24	Land Swap	1



**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 750 spirit 40 park drive, chesterfield, missouri 63005  
 t. 636-619-8668 www.loomis-associates.com

DRAWN BY:	DATE:
KP	3/10/23
CHECKED BY:	JOB #:
RS	813.102
Downtown Chesterfield Tree Stand Delineation	
<b>TSD-3</b>	

Note: Refer to sheet TSD-5 for tree inventory chart.







ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
1	Amur Maple	8	24	1	
2	Amur Maple	10	24	1	
3	Amur Maple	7	24	1	
4	Amur Maple	8	24	1	
6	Ash	15	35	2	
7	Ash	20	30	2	
8	Honeylocust	6	24	3	
9	Maple	12	24	2	
10	Maple	20	30	2	
11	Maple	9	24	2	
22	Redbud	10	24	3	
23	Honeylocust	6	18	3	
24	Honeylocust	7	18	3	
25	Honeylocust	8	24	3	
27	Maple	20	28	3	
28	Maple	7	20	3	
29	Maple	20	35	3	
51	Honeylocust	4	18	1	
58	Linden	6	12	1	Trunk damage
59	Cherry	4	8	2	Steel cable embedded
60	Pear	12	20	2	Crown loss
61	Pear	8	20	2	
62	Pear	8	20	2	
83	Pear	8	20	2	Dieback
84	Pear	8	20	1	Dieback
85	Pear	10	20	2	
86	Pear	10	20	2	
67	Pear	8	15	2	
68	Pear	10	20	2	
69	Pear	12	20	2	
70	Pear	12	20	2	
71	Ash	14	30	1	
72	Ash	12	20	1	
73	Ash	12	30	1	
74	Ash	16	30	2	
75	Ash	12	30	1	Dieback
76	Ash	14	25	1	
77	Ash	14	25	1	
78	Ash	14	25	1	
79	Crabapple	5	10	2	
80	Crabapple	6	12	1	
81	Crabapple	5	10	2	
82	Crabapple	5	15	2	
83	Crabapple	5	12	2	
84	Crabapple	5	15	2	
85	Dead	10		0	Dead
86	Crabapple	5	12	2	
87	Crabapple	4	12	2	
88	Crabapple	5	10	2	
89	Crabapple	4	15	2	
90	Crabapple	6	15	3	
91	Hawthorn	20	25	1	2x trunks
92	Hawthorn	12	25	1	Lean
93	Red Maple	12	25	2	Chlorotic
94	Red Maple	10	20	1	Dieback
95	Ash	10	25	1	
96	Ash	10	25	1	
97	Ash	14	30	2	
98	Ash	16	30	2	
99	Ash	10	25	1	
100	Ash	10	25	1	
101	Ash	5	10	1	
102	Ash	7	12	1	
103	Ash	7	12	1	
104	Ash	7	12	1	
105	Ash	5	10	1	
106	Crabapple	3	10	2	
107	Crabapple	3	10	2	
108	Crabapple	5	15	3	
109	Crabapple	4	12	2	
110	Crabapple	3	10	2	
111	Crabapple	5	15	3	
112	Pear	4	8	1	
113	Honeylocust	12	20	1	Dieback
114	Pear	3	5	1	
115	Maple	8	15	2	
116	Crabapple	4	10	1	
117	Crabapple	6	15	2	
118	Crabapple	4	12	2	
119	Crabapple	4	12	1	
120	Elm	2	4	3	
121	Maple	5	12	2	
122	Maple	5	12	2	
123	Honeylocust	6	15	2	
124	Honeylocust	8	20	2	
125	White Pine	8	20	2	Offsite
126	Pear	8	20	3	
127	Red Maple	24	35	3	Offsite, Monarch
128	White Pine	10	25	3	Offsite
129	White Pine	8	20	2	Offsite
130	Oak	4	6	1	Offsite
131	Bald Cypress	12	25	3	Offsite
132	Bald Cypress	10	20	3	Offsite
133	Bald Cypress	12	25	3	Offsite
134	Ash	12	20	1	Offsite
138	Cherry	5	10	1	Offsite
139	Maple	5	10	2	Offsite
210	Pear	8	12	2	Offsite
212	Ash	6	15	1	Offsite
213	Ash	6	12	1	

ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
214	Pear	6	12	3	
215	Pear	6	12	2	
217	Honeylocust	10	20	3	Offsite
218	Crabapple	6	12	1	
224	Pine	6	12	3	Offsite
225	Pear	14	20	2	
226	Pear	6	10	1	
227	Maple	6	10	3	
228	Pear	4	10	2	
229	Pear	6	12	2	
230	Pear	6	10	1	
231	Pear	6	10	1	
232	Pear	5	10	3	
233	Pear	5	8	1	
234	Pear	6	15	2	
235	Pear	8	15	2	
236	Pear	6	10	2	
237	Pear	5	10	2	
238	Pear	5	6	1	
239	Pear	6	10	1	
240	Pear	6	12	2	
241	Pear	6	12	2	
242	Maple	8	20	2	
243	Pear	5	10	3	
244	Pear	4	10	2	
245	Pear	5	10	2	
246	Pear	5	10	2	
247	Ash	6	12	1	
248	Ash	6	12	3	
249	Pear	6	12	3	
250	Pear	4	10	2	
251	Ash	5	12	2	
252	Pear	5	12	2	
253	Pear	6	12	2	
254	Maple	5	10	1	
255	Maple	6	15	3	
256	Redbud	6	15	3	
257	Redbud	3	6	3	
258	Pear	10	20	3	
259	Redbud	5	12	2	Mower damage
260	Spruce	6	10	3	
261	Spruce	5	8	3	
262	Spruce	5	8	3	
263	Redbud	8	15	2	
264	Pear	5	12	3	
265	Pear	5	12	2	
266	Honeylocust	4	10	2	
267	Crabapple	4	12	2	
268	Hawthorn	20	25	3	Multi-stem
269	Hawthorn	20	25	3	Multi-stem
270	Honeylocust	40	50	3	Multi-stem
271	Honeylocust	16	20	2	
272	Pine	12	15	1	
273	Pine	8	10	2	
274	Pine	16	20	2	
275	Pine	10	15	2	
276	Pine	12	15	2	
277	Maple	12	25	3	
278	Pine	14	20	2	
279	Pine	12	15	1	
280	Dead	10		0	Dead
281	Ash	8	20	1	
282	Pear	6	15	3	
283	Pear	6	15	2	
284	Pear	6	12	2	
285	Pear	6	12	2	
286	Ash	6	12	1	
287	Ash	6	15	1	
288	Pear	6	15	2	
289	Pear	6	10	3	
290	Pear	6	10	2	
291	Ash	6	12	2	
292	Pear	6	10	2	
293	Pear	6	10	2	
294	Pear	10	20	2	
295	Linden	8	15	1	
296	Crabapple	4	12	2	
297	Cherry	5	10	3	
298	Crabapple	4	15	2	
299	Linden	8	15	3	
300	Maple	12	20	2	
301	Maple	10	20	2	
302	Pear	1	20	3	
303	Pear	10	20	2	
304	Pear	8	10	1	
305	Pear	10	20	2	
306	Pear	8	20	2	
307	Pear	10	20	2	
308	Pear	12	25	2	
309	Ash	8	20	1	
310	Pear	6	15	2	
311	Honeylocust	12	35	2	
312	Honeylocust	12	35	2	
313	Pear	8	25	2	
314	Honeylocust	12	30	3	
315	Crabapple	15	8	1	
316	Dead	10		0	Dead
317	Ash	8	30	1	
318	Honeylocust	10	30	3	
319	Ash	8	20	0	Dead

ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
320	Ash	10	20	1	
321	Honeylocust	8	20	2	
322	Honeylocust	4	15	2	
323	Red Maple	8	20	2	
324	Red Maple	8	20	3	
325	Hawthorn	15	15	2	Multi-stem
326	Hawthorn	15	15	2	Multi-stem
327	Hawthorn	15	15	2	Multi-stem
328	Hawthorn	15	15	2	Multi-stem
329	Hawthorn	15	15	2	Multi-stem
330	Hawthorn	12	15	2	Multi-stem
331	Red Maple	6	15	3	
332	Red Maple	7	15	3	
333	Red Maple	8	20	3	
334	Hawthorn	10	15	2	
335	Hawthorn	10	12	1	Mixed with 2" Dogwood
336	Hawthorn	8	12	1	
337	Dogwood	12	15	2	Multi-stem
338	Honeylocust	14	30	3	
339	Red Maple	6	12	1	Trunk cavity
340	Pear	16	40	2	Twin
341	Pear	36	50	3	Multi-stem
342	Ash	14	10	1	
343	Ash	14	10	1	
344	Ash	10	20	1	
345	Ash	10	20	1	
346	Riverbirch	12	25	3	
347	Honeylocust	12	30	3	
348	Crabapple	6	10	0	Dead
349	Crabapple	8	10	0	Dead
350	Honeylocust	10	25	2	
351	Honeylocust	8	25	3	
352	Honeylocust	8	25	3	
353	Crabapple	6	10	0	Dead
354	Crabapple	8	15	1	
355	Hawthorn	12	12	2	Multi-stem
356	Hawthorn	10	12	2	Multi-stem
357	Hawthorn	12	12	2	Multi-stem
358	Red Maple	5	15	1	
359	Honeylocust	6	15	2	
360	Hawthorn	12	15	2	
361	Hawthorn	12	12	2	
362	Hawthorn	10	12	2	
363	Hawthorn	12	12	2	
364	Hawthorn	10	12	1	
365	Hawthorn	12	12	2	
366	Honeylocust	7	20	3	
367	Honeylocust	7	20	2	
368	Crabapple	8	15	2	
369	Crabapple	8	12	1	
370	Crabapple	8	15	2	
371	Red Maple	8	20	2	
372	Hawthorn	15	15	2	Multi-stem
373	Hawthorn	12	12	2	Multi-stem
374	Hawthorn	15	12	2	Multi-stem
375	Hawthorn	12	12	1	Multi-stem
376	Hawthorn	12	15	2	Multi-stem
377	Red Maple	5	15	2	Lost leader
378	Red Maple	5	12	1	
379	Red Maple	7	15	3	
380	Pear	7	15	3	
381	Japanese Maple	12	15	3	
382	Spruce	12	20	3	Vines
383	Honeylocust	20	40	3	
384	Honeylocust	18	40	3	
385	Honeylocust	20	40	2	
386	Ash	12	25	1	
387	Honeylocust	10	25	2	
388	Honeylocust	8	20	2	
389	Honeylocust	7	20	3	
390	Sweetgum	12	20	2	
391	Sweetgum	12	20	2	
392	Sweetgum	12	30	2	
393	Sweetgum	8	20	2	
394	Sweetgum	12	25	2	
395	Sweetgum	16	30	3	</



**EXHIBIT B**

**FORM OF REA RELEASE**

(Attached hereto.)



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Space Above for Recorder's Use Only

**TITLE OF DOCUMENT:** Release

**DATE OF DOCUMENT:** \_\_\_\_\_, 2024

**GRANTOR(S):** **Dillard Department Stores, Inc.**  
**4501 North Beach Street**  
**Fort Worth, Texas 76137**  
**Attn:** \_\_\_\_\_

**GRANTEE(S):** **TSG Downtown Chesterfield Redevelopment, LLC**  
**2127 Innerbelt Business Center Drive, Suite 200**  
**St. Louis, MO 63114**  
**Attn: Manager**

**LEGAL DESCRIPTION:** See Exhibit A attached hereto commencing on page 4

**PRIOR RECORDING**

**REFERENCE:** Book \_\_\_\_\_, Page \_\_\_\_\_

**After recording, please return original to:**

William B. Remis, Esq.  
Capes Sokol  
8182 Maryland Avenue, 15<sup>th</sup> Floor  
St. Louis, Missouri 63105

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.



## RELEASE

This Release (the “Release”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between Dillard Department Stores, Inc., an Arkansas corporation (“Grantor” and “Grantee” for indexing purposes only, hereinafter “Dillard”) and TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company (“TSG”).

**WHEREAS**, Dillard is the owner of certain property known as 100 Chesterfield Mall, Chesterfield, St. Louis County, Missouri 63017 (the “Dillard’s Parcel”). The Dillard’s Parcel is part of the shopping center formerly known as the Chesterfield Mall, formerly known as Westfield Shoppingtown Chesterfield (the “Shopping Center”) located at the intersection of Interstate 64/U.S. Route 40-61 and Clarkson Road, Chesterfield, St. Louis County, Missouri 63017 and more fully described on Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, TSG is the owner of the Shopping Center less and except the Dillard’s Parcel; and

**WHEREAS**, TSG’s predecessor in interest and Dillard, among other parties, entered into (i) that certain Amended and Restated Easement, Restrictions and Operating Agreement dated November 1, 1995 and recorded at Book 10746, Page 2434 of the St. Louis County Records (as amended and supplemented from time to time, the “REA”), and (ii) that certain Supplemental Agreement dated November 1, 1995 (the “Supplemental Agreement”) affecting the Shopping Center, including the Dillard’s Parcel; and

**WHEREAS**, Dillard and TSG desire to release each party’s rights, title and interest in the REA and the Supplemental Agreement as to the Shopping Center, including the Dillard’s Parcel.

**NOW, THEREFORE**, Dillard does hereby release any and all rights, title or interests it has or may have in the future, on behalf of itself as well as any current or future owners of the Dillard’s Parcel, by virtue of the REA and/or the Supplemental Agreement including, without limitation, all easements, restrictions, and any other appurtenances (collectively, the “Restrictions”) set forth therein accruing for the benefit of Dillard.

**FURTHER**, Dillard hereby covenants not to institute any action or suit at law or in equity against TSG, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of its release of said Restrictions.

**FURTHER**, TSG does hereby release any and all rights, title or interests it has or may have in the future, on behalf of itself as well as any current or future owners of the Shopping Center, by virtue of the REA and/or the Supplemental Agreement including, without limitation, all easements, restrictions, and any other appurtenances (collectively, the “TSG Restrictions”) set forth therein accruing for the benefit of TSG.

**FURTHER**, TSG hereby covenants not to institute any action or suit at law or in equity



against Dillard, or in any way aide in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of its release of said TSG Restrictions.

*[Remainder of Page Intentionally Left Blank]*











**EXHIBIT A**

[legal description of the Shopping Center]



**EXHIBIT C**

**FORM OF DILLARD'S EC&R**

(Attached hereto.)



**DILLARD EASEMENTS, COVENANTS  
AND RESTRICTIONS AGREEMENT**

Downtown Chesterfield, Chesterfield, Missouri

This Dillard Easements, Covenants and Restrictions Agreement (the “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC, a Missouri limited liability company (“**Developer**”) and DILLARD, INC., a Delaware corporation (“**Dillard**”). (Each of Developer and Dillard may be referred to herein from time to time as a “**Parcel Owner**” and collectively as the “**Parcel Owners**”).

**WITNESSETH:**

WHEREAS, Developer is the owner of certain real property described on **Exhibit A** attached hereto and made a part hereof (the “**Developer Parcel**”);

WHEREAS, Dillard is the owner of certain real property described on **Exhibit B** attached hereto (the “**Dillard Parcel**”);

WHEREAS, each of the Developer Parcel and the Dillard Parcel may be referred to herein from time to time as a “**Parcel**” and collectively as the “**Parcels**”;

WHEREAS, the Developer Parcel and the Dillard Parcel shall be developed and used as a first-class mixed-use development consisting of retail, office and multi-family uses and attendant uses to be commonly known as “Downtown Chesterfield” located in Chesterfield, Missouri (the “**Development**”); and

WHEREAS, in connection with the construction and operation of the Development, the Parcel Owners have agreed to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parcel Owners, intending to be legally bound, agree as follows:

**ARTICLE I**

**PROJECT DEVELOPMENT**

Section 1.1     Integrated Development.

(a)     Access Roads. Developer shall make such modifications on the Developer Parcel as are necessary to provide connectivity between the Parcels so that both Parcels are able to operate as a single, integrated development to be known as “Downtown Chesterfield”. Specifically, and without limitation to the foregoing, Developer shall grade the Developer Parcel and construct access roads on the Developer Parcel such that Dillard shall have access over and across the Developer Parcel to the existing second floor entrance to the Dillard department store building located on the Dillard Parcel (the “**Dillard Building**”) and to the parking areas located on the Dillard Parcel, all as generally shown on the Site Plan attached hereto as **Exhibit C** (the “**Site Plan**”).



(b) Dillard Roundabout. The Parcel Owners agree that (i) after Developer acquires that certain parcel presently owned by Twist Enterprises, LLC and shown on the Site Plan as the “**Twist Parcel**”, Developer shall construct a roundabout (the “**Dillard Roundabout**”) and access road connecting the Development to Wild Horse Creek Road, located partially on the Dillard Parcel and partially on the parcel commonly referred to as the “Twist Parcel”, in the location and configuration shown on the Site Plan; and (ii) the Twist Parcel shall not be subject to nor encumbered by this Agreement until it is acquired by Developer, and thereafter, shall be deemed to be subject to and encumbered by this Agreement as part of the Developer Parcel.

(c) Demolition of Enclosed Mall; Reimbursement of Dillard Building Storefront Expenses. Developer shall demolish the existing Enclosed Mall that presently abuts the Dillard Building. In connection with such demolition, Developer shall board up the exposed Dillard Building Enclosed Mall entrances on each level of the Dillard Building, in order to provide temporary enclosures for such exposed entrances. In performing such demolition, Developer shall protect the structural integrity of the Dillard Building, including the footings and foundation thereof. In addition to the foregoing, Developer shall reimburse Dillard for reasonable expenses, not to exceed the amount of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00), incurred by Dillard in connection with modifications to the Dillard Building storefront as shown on Exhibit E attached hereto and made necessary as a result of Developer’s demolition of the Enclosed Mall abutting each level of the Dillard Building (the “**Storefront Reimbursement**”). Developer shall pay Dillard for the Storefront Reimbursement within thirty (30) days after receiving copies of paid invoices from Dillard for at least the amount of the Storefront Reimbursement. Except with respect to the Storefront Reimbursement, any permanent modifications to the Dillard Building, including with respect to the Enclosed Mall entrances and the Dillard Building storefront, shall be Dillard’s responsibility at its sole cost.

(d) Ring Road. Developer shall (i) grade and modify the ring road on the Developer Parcel and, at Developer’s option, the ring road on the Dillard Parcel, such that the ring road contains three (3) lanes and a bike path located generally as shown on the Site Plan, configured generally as shown on Exhibit D attached hereto, (ii) shall perform work on the Developer Parcel relating to the integration and transitioning of the ring road on the Developer Parcel with the ring road on the Dillard Parcel and (iii) pave and restripe the portion of the ring road located on the Dillard Parcel (Developer may grade and modify the ring road on the Dillard Parcel as set forth in (i) at such time as Developer elects in a manner and at a time reasonably acceptable to Dillard). Upon completion of improvements to the ring road on the Developer Parcel, Developer shall dedicate to the City of Chesterfield, Missouri (the “**City**”) the portion of the ring road located on the Developer Parcel for public use. Upon the last to occur of completion of improvements to the ring road on the Dillard Parcel and dedication by Developer of the portion of the ring road on the Developer Parcel to the City, Dillard shall also dedicate the portion of the ring road located on the Dillard Parcel to the City for public use. Such dedication shall assure the continued existence of the ring road and the roundabout being a part thereof.

## ARTICLE II

### USE

Section 2.1 Standard of Operation. Each Parcel Owner shall operate its Parcel, and cause the operation of its Parcel, only for purposes consistent with a first-class mixed-use development.

Section 2.2 Prohibited Uses. No use is permitted on a Parcel that (i) is inconsistent with the standard of operation set forth in Section 2.1 above, (ii) constitutes a public or private nuisance, or



(iii) interferes with the safety of persons at the Development. Without limiting the generality of the foregoing, the following uses are not permitted:

(a) An operation primarily used as a storage or warehouse operation or any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation.

(b) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition is not applicable to the temporary use of construction trailers during period of construction, reconstruction or maintenance.

(c) Any dumping, disposing, incineration or reduction of garbage, but this prohibition does not apply to (i) garbage compactors or other garbage collection areas or facilities located near the rear of any building, or (ii) recycling centers that may be required by Applicable Laws (as later defined).

(d) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

(e) Any central laundry, dry cleaning plant, or laundromat, but this restriction is not intended to prevent the operation of an on-site service oriented solely to pickup and delivery of clothing by the ultimate consumer, with no washing or processing facilities within the Development.

(f) Any veterinary hospital or animal raising facility.

(g) Any mortuary or funeral home.

(h) Any establishment selling or exhibiting obscene or sexually explicit material.

(i) Any strip club.

Section 2.3 Dillard Opening Covenant. Dillard shall be required to open the Dillard Building for business to the public for at least one day as a fully-staffed and fully-stocked “Dillard’s” department store containing at least One Hundred Fifty Thousand (150,000) square feet of floor area, no later than one hundred eighty (180) days after the date when the following conditions are satisfied: (a) the existing Enclosed Mall of the Chesterfield Mall Shopping Center that abuts the Dillard Building (the “**Enclosed Mall**”) has been demolished, (b) the highlighted roadways shown on the Site Plan as the “**Phase I Roads**” have been constructed, and (c) the work on the Developer Parcel as set forth in Section 1.1(d) hereof relating to the integration and transitioning of the ring road on the Developer Parcel with the ring road on the Dillard Parcel has been completed (the “**Dillard Opening Covenant**”). Thereafter, and subject to Developer’s Purchase Option set forth in Section 11.1 hereof, Dillard shall not be required to operate a department store or any other business in the Dillard Building.

Section 2.4 Developer Parcel Restrictions.



(a) So long as Dillard is operating a department store in the Dillard Building, Developer shall not lease any portion of the Developer Parcel to any single retail tenant operating in excess of One Hundred Fifty Thousand (150,000) square feet of floor area.

(b) Developer agrees that the hatched/highlighted roadways shown on the Site Plan as the “**No Build Area**” shall remain as roadways, access roads and street parking areas, and no buildings may be constructed thereon. Such restriction shall be recognized as part of any dedication to the City for public use.

Section 2.5 Dillard Parcel Restriction. Notwithstanding anything to the contrary set forth in this Agreement, in the event (i) Dillard transfers all or any portion of the Dillard Parcel to a third party, (ii) Dillard or any successor owner or tenant of the Dillard Parcel uses the Dillard Building or the Dillard Parcel for anything other than a “Dillard’s” department store, or (iii) Dillard or any successor owner or tenant of the Dillard Parcel otherwise redevelops all or any portion of the Dillard Parcel, then, from time to time, any new use, development or operation of the Dillard Parcel or Dillard Building shall be consistent and integrated with the development then existing on the Developer Parcel.

### ARTICLE III EASEMENTS

Section 3.1 Easements. Non-exclusive easements appurtenant to and for the benefit of each Parcel Owner’s Parcel are hereby granted and created over, in, upon, and across (a) the exterior common areas of the Dillard Parcel, as such areas exist from time to time, including without limitation the entrances, entrance drives, access roads, ring roads, surface parking areas, parking structures, sidewalks, pedestrian walkways, bike paths and access ways, all as initially and generally shown and identified on the Site Plan, and (b) to the extent owned by Developer, from time to time, the exterior roadways, street parking areas, and the parking garage identified on the Site Plan as “**Public Garage**” (which garage may be open to the general public) on the Developer Parcel, as such areas exist from time to time, including without limitation, the entrances, entrance drives, access roads, ring roads and access ways, all as initially and generally shown and identified on the Site Plan. These easements are granted and created as follows:

(a) Access and Parking

(i) To the extent such areas are owned by Developer, from time to time, Developer does hereby grant and convey unto Dillard, its tenants, customers, employees, occupants, licensees, and invitees, a perpetual, non-exclusive easement (until any dedication to the City for public use) in common with Developer and all others to whom Developer has granted or may hereafter grant rights, over, upon, and across the exterior roadways identified as “**Phase I Roads**” on the Site Plan and the parking garage (which may be open to the general public) on the Developer Parcel identified as “**Public Garage**” on the Site Plan, including, without limitation, ring roads, access roads, and access ways, as the same may be changed from time to time as permitted herein, for purposes of parking and for vehicular and pedestrian access, ingress, and egress to and from the Dillard Parcel. Developer agrees that the roads identified as “**Phase I Roads**” on the Site Plan shall remain in such configuration, once constructed, without modification until such roadways are dedicated to the City as public roadways. It is Developer’s intention (A) to dedicate such roadways to the City at such time as the roadways are completed and Developer and the City are ready for the dedication to occur, and (B) that all roadways, street parking, bike paths and pedestrian walkways for the Development and located on the Developer Parcel will be dedicated to the City for public use except for certain alleyways; and that the Park Area (as shown on the Site Plan), parking structure(s) and certain sidewalks on the Developer Parcel will not be dedicated to the City and will be



owned by Developer. Developer shall have the right to promulgate reasonable rules and regulations governing the common areas on the Developer Parcel.

(ii) Dillard does hereby grant and convey unto Developer, its tenants, occupants, customers, employees, licensees, and invitees, a perpetual, non-exclusive easement (until any dedication to the City for public use) in common with Dillard and all others to whom Dillard has granted or may hereafter grant rights, over, upon, and across the common areas on the Dillard Parcel, including, without limitation, ring roads, access roads, parking areas, parking structures, street parking, bike paths, sidewalks, pedestrian walkways and access ways, as the same may be constructed or changed from time to time as permitted herein, for purposes of parking and for vehicular and pedestrian access, ingress and egress to and from the Developer Parcel. Dillard agrees that the existing street entrances, ring roads and access roads and the Dillard Roundabout, once constructed, all as shown on the Site Plan, shall remain in such configuration, without modification until such roadways are dedicated (if so dedicated) to the City for public use. Dillard shall be entitled (but shall not be obligated) to dedicate any of the common areas on the Dillard Parcel to the City.

(iii) (A) Prior to dedication to the City of any common areas on the Dillard Parcel for public use (if so dedicated), Dillard shall be responsible, at its sole cost and expense, to maintain, repair, replace and insure, or cause to be maintained, repaired, replaced and insured, the common areas on the Dillard Parcel in good order, condition and repair, including, without limitation, as needed, resurfacing, restriping, repairing, pothole maintenance, snow removal and the like.

(B) Prior to dedication to the City of any common areas on the Developer Parcel for public use (if so dedicated), Developer shall be responsible, at its sole cost and expense, to maintain, repair, replace and insure, or cause to be maintained, repaired, replaced and insured, the common areas on the Developer Parcel in good order, condition and repair, including, without limitation, as needed, resurfacing, restriping, repairing, pothole maintenance, snow removal and the like.

(C) After a dedication to the City for public use, neither Parcel Owner shall be responsible for the location, configuration or condition of any publicly-owned street entrance, access road, ring road or any other publicly-owned improvement on their Parcel.

(D) The Parcel Owners agree that, notwithstanding the easements granted in this Agreement, the parking areas on each of their Parcels will be “self-contained”, i.e., that each Parcel will contain sufficient parking for the improvements located on such Parcel to comply with any and all applicable federal, state and local laws, rules, codes, ordinances, regulations, covenants or restrictions (collectively, “**Applicable Laws**”).

(b) Utilities.

(i) Except to the extent currently existing, neither Parcel Owner will be required to grant any utility easements for the benefit of the other Parcel Owner or its Parcel; provided, however, that so long as utility easements are located in the ring road of its Parcel, if so requested, a Parcel Owner shall grant to the other Parcel Owner, for the benefit of such Parcel Owner and its Parcel, such utility easements as are reasonably necessary for operations on the requesting Parcel Owner’s Parcel. Easements are hereby granted by each party to the other to the extent any currently existing utilities are located in the parcel of the other, in which event the parties upon whose parcel such utilities may be located shall take all steps necessary to protect the other party’s easement rights. Except as provided in the preceding sentence,



all utilities, including storm water drainage and sewer shall be located on the Parcel of the Parcel Owner utilizing such utilities.

(ii) Each Parcel Owner reserves the right, in its discretion, to change from time to time the configuration, location, number and size of the utilities located on its Parcel, so long as all work shall be completed at the sole expense of the Parcel Owner undertaking the change and does not affect the other parties' use of such utility.

(iii) Each Parcel Owner shall be responsible, at its sole cost and expense, to maintain, repair and replace any utility lines or facilities or portions thereof located on its Parcel, except for utilities installed on such Parcel Owner's Parcel for the benefit of the adjacent Parcel Owner (a "Grantee Owner"). In such case, the Grantee Owner shall be responsible, at its sole expense, for all costs of maintenance, repair and replacement of such utility lines and shall repair any damage to such other Parcel arising from or related to such installation, reinstallation, maintenance, repair, or replacement.

(c) Encroachments. Developer agrees to grant to Dillard such easements as are reasonably necessary for the benefit of the Dillard Parcel to accommodate existing minor encroachments of the Dillard Building and its foundation on and over the boundary line with the Developer Parcel, including for the repair and complete replacement thereof.

(d) Maintenance of Easements. Any Parcel Owner installing, replacing, repairing or otherwise maintaining utilities or encroachments pursuant to this Section 3.1 shall (A) provide the other Parcel Owner not less than thirty (30) days prior written notice of any such installation, removal, repair or maintenance; (B) plan and perform such work outside of normal business hours and in any event in a manner so as to minimize interference with existing utilities previously installed within the Development; (C) pay all costs and expenses with respect thereto; (D) cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be diligently completed following commencement of such work; and (E) use commercially reasonable efforts to cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be done in a manner that minimizes material and adverse impact upon the business operations of any occupants of the Development (such as, by way of example, performing work that will result in a prolonged disruption of access to the Buildings occupied by such occupants during such occupants' non-business hours).

## ARTICLE IV

### MAINTENANCE

#### Section 4.1 Standard of Maintenance.

(a) Common Areas. Prior to any dedication of such area to the City for public use, each Parcel Owner shall maintain or cause to be maintained the common areas on its Parcel (including, without limitation, lighting) in good order, condition, and repair, including, but not limited to, keeping the landscaping, parking areas, roadways, ring roads, access roads, entrance drives and sidewalks in good repair and in a neat and clean condition, free of accumulation of snow, ice, trash and debris, including repair of potholes in parking lot areas and drive aisles, periodic re-striping of parking areas, periodic mowing of grass, and removal and replacement of dead shrubbery. Such obligation includes, without limitation, the obligation of Dillard to maintain the existing east/west drive aisle located at the southeast corner of the Dillard Parcel in the area adjacent to the Developer Parcel.



(b) Developer may, but shall not be required to, notify Dillard of its failure to maintain the Dillard Parcel as required hereunder. If Developer provides such notice to Dillard of its failure to maintain as required hereunder, and Dillard fails to cure the same within thirty (30) calendar days after the date of such notice, subject to a day for day extension for each such day of delay directly attributable to Unavoidable Delays (as later defined), or in an emergency situation, after such notice as is reasonable under the circumstances, then Developer shall have the right to perform (or have performed) such maintenance, and Dillard shall reimburse Developer for the cost thereof, plus a fifteen percent (15%) administrative fee, with the same to accrue interest if not paid within thirty (30) calendar days of the submission of a request for payment, which request shall specify the details of the obligation performed. Notwithstanding the foregoing, except in an emergency situation, if the maintenance is of such nature as cannot reasonably be performed within thirty (30) calendar days, and Dillard has commenced to cure such failure within thirty (30) calendar days after receipt of notice from Developer, and thereafter diligently pursues the same to completion, then Dillard shall have a reasonable period of time to complete such cure. For the avoidance of doubt, Developer shall have the absolute right of entry upon the Dillard Parcel to perform such maintenance, and shall in no event be held to be a trespasser upon the Dillard Parcel, but no entry into any buildings is authorized.

(c) Dillard may, but shall not be required to, notify Developer of its failure to maintain the Developer Parcel as required hereunder. If Dillard provides such notice to Developer of its failure to maintain as required hereunder, and Developer fails to cure the same within thirty (30) calendar days after the date of such notice, subject to a day for day extension for each such day of delay directly attributable to Unavoidable Delays (as later defined), or in an emergency situation, after such notice as is reasonable under the circumstances, then Dillard shall have the right to perform (or have performed) such maintenance, and Developer shall reimburse Dillard for the cost thereof, plus a fifteen percent (15%) administrative fee, with the same to accrue interest if not paid within thirty (30) calendar days of the submission of a request for payment, which request shall specify the details of the obligation performed. Notwithstanding the foregoing, except in an emergency situation, if the maintenance is of such nature as cannot reasonably be performed within thirty (30) calendar days, and Developer has commenced to cure such failure within thirty (30) calendar days after receipt of notice from Dillard, and thereafter diligently pursues the same to completion, then Developer shall have a reasonable period of time to complete such cure. For the avoidance of doubt, Dillard shall have the absolute right of entry upon the Developer Parcel to perform such maintenance, and shall in no event be held to be a trespasser upon the Developer Parcel, but no entry into any buildings is authorized.

(d) Dillard Building. Dillard agrees that the exterior of the Dillard Building shall be maintained in a good, clean and safe condition, appearance and repair, regardless of whether or not the Dillard Building is then being operated.

(e) Developer Building. Developer agrees that the exterior of the Developer Building shall be maintained in a good, clean and safe condition, appearance and repair, regardless of whether or not the Developer Building is then being operated.

(f) Special Business District. It is Developer's intention to cause the creation of a Special Business District on the Developer Parcel to finance the maintenance of certain common areas (including roadways) on the Developer Parcel upon the dedication of such common areas to the City for public use. Dillard shall have no obligation to participate in such Special Business District or to agree to its extension to the Dillard Parcel unless and until Dillard agrees to dedicate any portion of common area on the Dillard Parcel to the City for public use.



Section 4.2 Casualty; Condemnation.

(a) Buildings. In the event of damage or destruction to any buildings on either Parcel by reason of fire or other casualty or the loss of any part of either Parcel or buildings thereon by reason of condemnation, the Parcel Owner shall perform or cause to be performed either: (i) prompt restoration of such buildings to the condition existing prior to such damage, destruction or condemnation, reasonable wear and tear excepted; or (ii) razing and removal of any such buildings, in which event Parcel Owner shall replace such improvement with either (at Parcel Owner's discretion) paved parking or other buildings or landscaping. Parcel Owner shall commence such restoration or razing within twelve (12) months of such fire or other casualty or condemnation, such time being of the essence, subject to a day for day extension for each such day of delay directly attributable to Unavoidable Delays.

(b) Common Areas. In the event of damage or destruction to any common areas on either Parcel by reason of fire or other casualty or the loss of any part of the common areas by reason of condemnation, which damage or destruction materially and adversely affects access from adjacent public streets to the other Parcel, the affected Parcel Owner shall, subject to a day for day extension for each such day of delay directly attributable to Unavoidable Delays, perform or cause to be performed prompt restoration of such common areas to the condition existing prior to such casualty or condemnation, taking into account any relocation that may be required as a result of any condemnation.

(c) Award. In the event of a taking by condemnation that affects both Parcels, the Parcel Owners shall reasonably coordinate with each other to maximize the total award from the taking authority, however, nothing will limit or restrict either Parcel Owner's right to pursue or receive a separate award and nothing herein shall require either Parcel Owner to share any award made to one or the other of the Parcel Owners.

Section 4.3 Parking. The Parcel Owners shall each maintain or cause to be maintained on its respective Parcel at all times a sufficient number of parking spaces so as to comply with all applicable zoning requirements and any other requirements imposed by the applicable federal, state, county or municipal agency, board, department or other governmental or quasi-governmental body ("**Governmental Authorities**"), and all vehicular parking spaces shall be of the minimum dimensions as required by the Governmental Authorities or Applicable Laws. Employee parking areas shall be designated by each Parcel Owner on its Parcel in locations so as not to interfere with access and parking for customers, residents and invitees.

## ARTICLE V

### IMPROVEMENTS TO THE DEVELOPMENT

Section 5.1 Permitted Buildings and Improvements. Except as otherwise specifically set forth in this Agreement, each of Developer and Dillard shall be entitled to and hereby reserves the right, in its sole discretion, to construct, reconstruct, replace, remodel, alter, add to, install or modify any and all buildings and improvements (including common area improvements) on their respective Parcels, from time to time, subject only to compliance with any and all Applicable Laws, even if the configuration and location of the common areas on its Parcel are thereby affected.

Section 5.2 Signage. Signage on each Parcel shall be governed by the City's Comprehensive Sign Package in effect for the Development and shall otherwise be in compliance with any other



requirements imposed by Governmental Authorities and all Applicable Laws. Neither Parcel Owner shall be obligated to grant any signage rights or easements for the benefit of the other Parcel Owner or its Parcel.

## ARTICLE VI

### TAXES

Section 6.1 Real Estate Taxes and Assessments. The Parcel Owners each agree that they will pay or cause to be paid, as the same becomes due, all real estate taxes and assessments, both general and special, which are levied or assessed against their respective Parcels; provided, however, that nothing herein contained shall be deemed to limit the right of the Parcel Owners (or any successor owners or tenants) to contest, in good faith, the amount or validity of any such taxes or assessments against their Parcels (or any portion(s) thereof) by appropriate proceedings.

## ARTICLE VII

### INDEMNIFICATION AND INSURANCE

Section 7.1 Indemnification.

(a) Each Parcel Owner (the “**Indemnifying Parcel Owner**”) shall indemnify, defend, protect and hold harmless the other Parcel Owner and its tenants, occupants, licensees, invitees or any of their respective contractors, agents, employees, invitees or licensees (the “**Indemnified Parties**”), from and against all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney’s fees and other costs of litigation) arising out of, related to, caused by or resulting from the death of or any accident, injury (personal or bodily), loss or damage whatsoever, actually or claimed to be suffered or sustained by any person, or to the property of any person (such losses, claims, liabilities, damages, costs and expenses are collectively referred to hereafter as “**Loss**”), as shall occur on the common areas on its Parcel (except to the extent that any such Loss is caused by reason of the negligence or willful misconduct of the Indemnified Parties), to the extent caused by or attributable to the acts or omissions of the Indemnifying Parcel Owner.

(b) Each Indemnifying Parcel Owner agrees to defend, protect, indemnify and hold harmless the Indemnified Parties from and against any Loss arising out of or resulting from any construction activities performed by the Indemnifying Parcel Owner at the Development; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by or resulting from the negligence or willful act or omission of the Indemnified Parties.

Section 7.2 Commercial General Liability Insurance. Each Parcel Owner shall at all times maintain, or shall cause to be maintained, in full force and effect commercial general liability insurance with a financially responsible insurance company or companies with a Best rating of “A-VII” (or the equivalent thereof), written on an occurrence basis covering claims of Loss from products and completed operations, contractual liability (including, without limitation, coverage of the indemnities under this Agreement), bodily injury including death, personal injury, and broad-form property damage arising out of incidents or accidents on its Parcel, with a combined single limit in an amount not less than Three Million Dollars (\$3,000,000) per occurrence. Such limits may be provided through a combination of primary and excess (umbrella) liability policies.



Section 7.3 Certificate of Insurance; Self Insurance. Each Parcel Owner shall, upon request by the other Parcel Owner, furnish a certificate to the other Parcel Owner, evidencing that the insurance referred to in this Agreement is in full force and effect. All policies of insurance carried by a Parcel Owner, or endorsements issued under any blanket policy or policies covering those liabilities required to be insured against, shall provide that the same may not be canceled or reduced in scope or amount below that required under this Agreement without at least thirty (30) calendar days' prior written notice being given by the insurer to the other Parcel Owner. Each Parcel Owner may self-insure as to any liability for which insurance is required under this Article VII provided that such Parcel Owner, taken together with any parent, subsidiary, or affiliate entity of such Parcel Owner whose assets are available for the discharge of such Parcel Owner's obligations under this Article VII shall have a net worth of at least One Hundred Million Dollars (\$100,000,000).

Section 7.4 Waiver of Subrogation. Each Parcel Owner hereby waives, on behalf of itself, its employees and agents, and to the extent it is legally able to do so, on behalf of its tenants, occupants, licensees and invitees, all rights of recovery against the other Parcel Owner and its employees, agents, tenants, occupants, licensees and invitees, with respect to any damage or loss to any person or property located within its Parcel, which loss or damage arises from perils that are or are required to be insured against by insurance or self-insurance under this Agreement or otherwise maintained by a Parcel Owner, including any deductible or retention thereunder, regardless of whether such damage or loss is caused by the acts or omissions of another Parcel Owner (or its employees, agents, tenants, occupants, licensees and invitees) and, with respect to any insurance or self-insurance required to be carried under this Agreement, regardless of whether or not the party suffering such loss or damage carries such insurance in any amount, recovers under such insurance, self-insures such loss or damage or bears the deductible or retention amount. Each Parcel Owner covenants to notify its insurance carrier(s) that the foregoing waiver of subrogation is contained in this Agreement, and with respect to (a) property and casualty insurance carried by such Parcel Owner, to obtain from such carrier(s) a waiver of subrogation endorsement whereby such carrier(s) waive any subrogation rights against the other Parcel Owner (and its employees, tenants, occupants, licensees and invitees) that might otherwise arise by virtue of the payment of a loss or damage covered by such property insurance, (b) liability insurance carried by such Parcel Owner, to obtain from such carrier(s) a waiver of subrogation endorsement whereby such carrier(s) waive any subrogation rights against the other Parcel Owner (and its employees, agents, tenants, occupants, licensees and invitees) that might otherwise arise by virtue of the payment of a loss or damage covered by such liability insurance, and (c) worker's compensation insurance, if any, carried by such Parcel Owner, to obtain (to the extent available on commercially reasonable terms) from such carrier(s) a waiver of subrogation endorsement whereby such carrier(s) waive any subrogation rights against the other Parcel Owner (and its employees, agents, tenants, occupants, licensees and invitees) that might otherwise arise by virtue of the payment of a loss or damage covered by such worker's compensation insurance.

## ARTICLE VIII

### NOTICES

Section 8.1 Manner of Notice. All notices or communications ("**Notices**") to be given under or pursuant to this Agreement shall be in writing, addressed to the Parcel Owners at their respective addresses as set forth below, and shall be (i) sent by Federal Express or other overnight courier which obtains a signature upon delivery, or (ii) sent via electronic mail, with a confirmation copy delivered by the other method permitted under this Section 8.1, as follows:



If to Developer: TSG Downtown Chesterfield Redevelopment, LLC  
Attn: Manager  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, MO 63114  
Email: [mstaenberg@tsgproperties.com](mailto:mstaenberg@tsgproperties.com)

with a copy to: Staenberg Group, Inc.  
Attn: General Counsel  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, MO 63114  
Email: [sheitland@tsgproperties.com](mailto:sheitland@tsgproperties.com)

If to Dillard: Dillard, Inc.  
1600 Cantrell Road  
Little Rock, AR 72201  
Attn: Chris Johnson  
Email: [chris.johnson@dillards.com](mailto:chris.johnson@dillards.com)

With a copy to: Dillard, Inc.  
1600 Cantrell Road  
Little Rock, AR 72201  
Attn: Kadee Kelley  
Email: [kadee.kelley@dillards.com](mailto:kadee.kelley@dillards.com)

Notice given in accordance with this Agreement shall be sufficient service thereof and shall be deemed given as of the date deposited with the delivery service, as evidenced by the delivery receipt. The Parcel Owners may change their notice addresses from time to time upon written notice to the other and as a “Principal Successor” (as later defined), other than the originally named Developer and/or Dillard, obtains an interest in the Developer Parcel or the Dillard Parcel, respectively. Until such time as Developer or Dillard notifies the other Parcel Owner of any such Principal Successor or other change in the address, such other Parcel Owner shall be entitled to continue to rely on the accuracy of the notice address previously in effect.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 9.1 Governing Law. This Agreement shall be governed and construed under and in accordance with Applicable Laws, without regard to conflicts of laws, according to its fair meaning and not in favor of or against any Parcel Owner.

Section 9.2 Unavoidable Delays. As used in this Agreement, “**Unavoidable Delay(s)**” means any delay caused by the following reasons: Applicable Laws, including receipt of required licenses, permits and approvals, governmental rationing or allocation of materials, extreme adverse weather, delays caused by the other Parcel Owner, strikes, lock-outs, labor troubles, fires, acts of God, natural disasters, riots, insurrection, delays in transportation, shortage of labor, inability to procure material, failure of power, global pandemic or any other cause of a like nature beyond the reasonable control of the Parcel Owner



asserting such delays. Under no circumstances shall a failure attributable to a lack of funds on the part of either Parcel Owner be deemed to be (or to have caused) an Unavoidable Delay.

Section 9.3 Severability. If any term, provision or condition contained in this Agreement is, to any extent, held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement (and the application thereof) shall be legal, valid and enforceable to the fullest extent permitted by Applicable Laws.

Section 9.4 Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

Section 9.5 Section Headings. The section headings in this Agreement are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part of this Agreement.

Section 9.6 Counterparts. This Agreement may be executed and acknowledged in multiple originals or counterparts, each of which shall be an original and, when all of the parties to this Agreement have signed and acknowledged at least one (1) original, such copies together shall constitute a fully executed and binding Agreement.

Section 9.7 Entire Agreement. Except as otherwise provided in this Agreement, this Agreement constitutes the sole agreement of the Parcel Owners and supersedes any prior discussions, understandings or agreements (written or oral) between the Parcel Owners with respect to the within subject matter.

Section 9.8 Amendment. This Agreement shall not be amended or modified unless such amendment is set forth in writing executed by Developer and Dillard.

Section 9.9 Attorneys' Fees. If either Parcel Owner files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then, as between Developer and Dillard, the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Parcel Owner who is entitled to recover its costs of suit as ordered by a court of competent jurisdiction. A Parcel Owner not entitled to recover its costs shall not recover attorneys' fees.

Section 9.10 Binding Effect; Party.

(a) Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement, whether of an affirmative or negative nature: (i) are made for the direct and mutual benefit of the Developer Parcel, the Dillard Parcel and to the extent applicable, the Development, and each and every portion thereof, and shall constitute covenants running with the land of the Developer Parcel and the Dillard Parcel; (ii) shall bind every owner of all or any portion of the Developer Parcel and the Dillard Parcel as to all or any portion of such Parcel to the extent that such portions are affected or bound by the covenants, conditions or restrictions to be performed on the behalf of such portions, and on each of their respective successors and assigns; and (iii) shall inure to the benefit of the Parcel Owners and their respective



successors and assigns, provided that the right to exercise the Developer's Purchase Option (as later defined) shall be limited to Developer or a Developer successor or assignee that is the Principal Successor (as defined below) of the Developer Parcel. To the extent that a consent or approval from a Parcel Owner is required hereunder, such consent shall be effective if granted by such Parcel Owner or, if applicable, the Principal Successor of such Parcel. The obligations of Developer and Dillard shall be limited to those obligations first arising during their respective periods of ownership of the Developer Parcel and Dillard Parcel, respectively, and any obligations first arising after such period of ownership shall be binding upon such Parcel Owner's successor or assign, but not on such Parcel Owner which is then a former owner. Absent fraud or intentional misconduct, any obligation of Developer or Dillard shall not be an obligation of their respective officers, employees, members, board members or owners. As used herein, the term "**Principal Successor**" (A) as to the Dillard Parcel shall mean the entity that succeeds to title to all or at least a majority of the land square footage of the Dillard Parcel as configured on the Effective Date, and not merely a single parcel of land, or some area less than a majority of such land square footage, and (B) as to the Developer Parcel shall mean the entity that owns any of the areas shown on the Site Plan as the "**Park Area**", the "**Public Garage**" or the ring roads or access roads on the Developer Parcel that have not been dedicated to the City as public roads.

(b) Notwithstanding anything to the contrary set forth in this Agreement, except for Developer, Dillard or a Principal Successor as to either Parcel, no person or entity owning, occupying or using all or any portion of a Parcel shall by reason of such ownership, occupancy or use: (i) be considered a party to this Agreement; (ii) be entitled to any benefits under this Agreement, except as specifically provided for in this Agreement; or (iii) possess any approval or consent rights under this Agreement. Except as to Developer, Dillard or any Principal Successor as to either Parcel, nothing in this Agreement shall be construed to grant to the owner or operator of any portion of a Parcel, and no conveyance by a Parcel Owner shall constitute a transfer of, any of a Parcel Owner's decision-making rights and enforcement authority as the party to its Parcel under this Agreement, including, without limitation, the right to grant or deny approvals of or consents to requested actions, the right to enforce the provisions of this Agreement against the other Parcel Owner, the right to amend or modify this Agreement, and the right to give or receive notices hereunder.

Section 9.11 Conflicts. To the extent of a conflict between either, all or any combination of this Agreement or Applicable Laws, the terms and provisions which impose the most stringent standard shall control.

Section 9.12 Time. If a final date of any period, deadline, due date, or date of performance falls on a Saturday, Sunday, or federal holiday, the date shall be extended to the immediately following date that is not a Saturday, Sunday, or federal holiday. Time is of the essence of this Agreement and each and every provision hereof.

Section 9.13 Remedies. All rights, privileges and remedies afforded a Parcel Owner by this Agreement shall be deemed cumulative and the exercise of any one of such rights, privileges and remedies shall not be deemed to be a waiver of any other right, remedy or privilege set forth in this Agreement.

Section 9.14 No Waiver. No act, delay or omission by either Parcel Owner in exercising any right or enforcing against the other Parcel Owner any term or provision of this Agreement shall impair any such right or be construed or deemed to be a waiver of the same or any other such term or provision. A waiver by either Parcel Owner of any breach of the terms and provisions of this Agreement shall not be construed to be a waiver of any subsequent breach thereof or of any other terms and provisions contained in this Agreement.



Section 9.15 Estoppel Certificates. Either Parcel Owner may, at any time and from time to time, in connection with the sale or transfer of all of any portion of its Parcel, or in connection with the financing or refinancing thereof, deliver written notice to the other Parcel Owner requesting that such Parcel Owner certify in writing that, to the knowledge of certifying Parcel Owner, the requesting Parcel Owner is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein the nature and amount of any and all defaults. The certifying Parcel Owner shall execute and return such certificate within thirty (30) calendar days following the receipt of such request. Failure by a Parcel Owner to execute and return the requested certificate within the specified period shall be deemed an admission on the certifying Parcel Owner's part that, to the certifying Parcel Owner's knowledge, the requesting Parcel Owner is current and not in default in the performance of its obligations under this Agreement. The Parcel Owners acknowledge that such certificate (or deemed admission if applicable) may be relied upon by transferees and applicable lenders.

Section 9.16 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parcel Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person who is not a Parcel Owner or any tenant, occupant, employee, agent, licensee or invitee thereof, unless expressly otherwise provided.

Section 9.17 No Merger. The covenants and easements created herein will not merge with the fee title to the Parcels, and each Parcel Owner hereby covenants and declares, for itself and its successors and assigns in title to its applicable Parcel, that each Parcel shall be and is hereby declared to be subject to the easements more particularly set forth in this Agreement.

Section 9.18 Term. This Agreement and the rights and obligations of the Parcel Owners and their successors and assigns shall, absent a mutual written termination, and except for the perpetual easements having a longer life as provided in Article III hereof, terminate fifty (50) years after the Effective Date of this Agreement.

Section 9.19 No Impact On Other Agreements other than the Redevelopment Agreement. Other than with respect to the Redevelopment Agreement defined below, the Parcel Owners do not intend that the terms of this Agreement will amend, modify or supersede any other agreement or document of record encumbering the Parcels (each, a "**Separate Document**"), provided that as between themselves and their successors and assigns, if there is an inconsistency between the terms of the Agreement and the terms of a Separate Document, the terms of this Agreement shall control. Each party acknowledges that they have entered into a certain Settlement Agreement with the City of Chesterfield, enacted by Ordinance \_\_\_\_\_ on June \_\_\_\_\_, 2024, which Settlement Agreement addresses, interprets, and restricts certain Developer rights under a Redevelopment Agreement dated August 7, 2023 and recorded on August 17, 2023 with the Recorder of Deeds for St. Louis County, Missouri at Recording No. 2023081700338, that was later amended, and which First Amendment to Redevelopment Agreement was originally recorded on December 14, 2023 at Recording No. 2023121400221 and re-recorded with corrections on February 1, 2024 at Recording No. 2024020100460 (collectively, the "**Redevelopment Agreement**"). The Parcel Owners agree that if there is an inconsistency between the terms of the Redevelopment Agreement and the Settlement Agreement, the Settlement Agreement controls.

Section 9.20 Hazardous Substances Obligations. Each Parcel Owner hereby indemnifies, protects, defends and holds harmless the other Parcel Owner from and against any and all damages, claims, actions, penalties, demands, losses, liabilities, costs and/or expenses (including, without limitation,



reasonable attorneys' fees and expenses), arising out of or in connection with the presence of Hazardous Substances in, upon, under or about or emanating or migrating from their respective parcel to the extent not caused to be so present as a result of the act or omissions of the Parcel Owner attempting to enforce the provisions of this Section. Without limiting the generality of the foregoing, the indemnification contained in this Section 9.20 specifically includes costs and expenses incurred in connection with any investigation of site conditions and any clean up, remedial, removal or restoration work required by any Governmental Authority because of the presence or suspected presence of Hazardous Substances in the soil or groundwater on, under or about the Development. As used herein, (a) "**Hazardous Substances**" shall mean any asbestos, any petroleum product or byproduct or fraction thereof, any natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, any formaldehyde, any polychlorinated biphenyls (PCBs), and any other substance, material or waste which is deemed to be hazardous, dangerous, toxic or a pollutant under any Environmental Laws and/or is or becomes regulated at any time by any Governmental Authority; and (b) "**Environmental Laws**" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) and analogous state laws, all as presently in effect and as the same may hereafter be amended, any regulations promulgated pursuant to any of the foregoing, and any other present or future laws, statutes, ordinances, rules, regulations, orders, directives or requirements of any Governmental Authority relating to Hazardous Substances or any environmental health or safety issues.

Section 9.21 Authority. Each party represents to the other that it is duly authorized to execute this Agreement without need for any third party consent and that by the execution of this Agreement each party's respective property is bound hereby.

## ARTICLE X

### LIMITATION OF LIABILITY

#### Section 10.1 Limitation of Liability.

(a) Anything to the contrary in this Agreement notwithstanding, no general or limited partner of a Parcel Owner, or any general or limited partner of any partner of a Parcel Owner, or any shareholder of any corporate partner of any partner of a Parcel Owner, or any other holder of any equity interest in a Parcel Owner, or in any entity comprising a Parcel Owner, or its partners, members, directors or officers shall be personally liable with respect to any of the terms, covenants, conditions and provisions of this Agreement, or the performance of such Parcel Owner's obligations under this Agreement. Under no circumstances whatsoever shall a Parcel Owner or any constituent parties have any liability to the other Parcel Owner for any consequential damages such as, but not limited to, lost profits. The foregoing exculpation of personal liability is and shall be absolute and without any exception whatsoever.

(b) The liability of each Parcel Owner for its obligations under this Agreement shall be limited to such Parcel Owner's interest in its Parcel, and the other Parcel Owner shall look solely to the interest of such Parcel Owner, its successors and assigns, in its Parcel, for the satisfaction of each and every remedy of the other Parcel Owner against such Parcel Owner. Each Parcel Owner shall not look to any of the other Parcel Owner's other assets in seeking either to enforce the other Parcel Owner's obligations under this Agreement, or to satisfy any money or deficiency judgment for the other Parcel Owner's failure to perform such obligations.



## ARTICLE XI

### PURCHASE OPTION

#### Section 11.1 Developer's Purchase Option.

(a) Option to Purchase. Developer shall have the option ("**Purchase Option**") (but shall not be required) to purchase the Dillard Parcel, the Dillard Building and all improvements located thereon (the "**Dillard Property**"), if any of the following events shall occur:

(i) a Cessation of Operations shall have occurred in the Dillard Building and shall continue for a period of one hundred eighty (180) consecutive calendar days (subject to a day for day extension for each such day of delay directly attributable to Unavoidable Delays); or

(ii) anything other than a department store is being operated in the Dillard Building or on any portion of the Dillard Parcel under the trade name "Dillard's" or under the trade name of any successor to Dillard; or

(iii) Dillard fails to open the Dillard Building for one day as a "Dillard's" department store in compliance with the Dillard Opening Covenant set forth in Section 2.3 hereof.

As used herein, "**Cessation of Operations**" shall mean that the Dillard Building shall no longer be open to the public and operating as a fully-staffed and fully-stocked "Dillard's" department store containing at least One Hundred Fifty Thousand (150,000) square feet of floor area (excluding temporary closures for remodeling or as a result of casualty or condemnation).

(b) Purchase Notice. If Developer desires to purchase the Dillard Property under the terms specified in this Article X, Developer shall provide written notice of such election to Dillard ("**Purchase Notice**") within one hundred eighty (180) days after the occurrence of any of the events set forth in 11.1(a) hereof.

Section 11.2 Purchase Price. If Developer exercises its option to purchase set forth in Section 11.1, then the purchase price of the Dillard Property shall be the Fair Market Value (defined below) of the Dillard Property at the time Developer elects to purchase the Dillard Property.

Section 11.3 Fair Market Value. The "**Fair Market Value**" of the Dillard Property shall be as agreed to by Developer and Dillard. Should Developer and Dillard fail, despite good faith efforts, to reach an agreement in writing as to the Fair Market Value of the Dillard Property within thirty (30) calendar days of the Purchase Notice, the Fair Market Value of the Dillard Property shall be estimated by two (2) qualified MAI or SREA real estate appraisers with experience in appraising commercial property in the St. Louis metropolitan region, one to be appointed and compensated by Developer and the other to be appointed and compensated by Dillard. Developer and Dillard shall each appoint such appraiser within fifteen (15) calendar days after the expiration of such thirty (30) calendar day period to the extent the parties do not reach an agreement as to the Fair Market Value, and the two appraisers shall select a third mutually acceptable appraiser within fifteen (15) calendar days of the appointment of the two appraisers. If the two appraisers are unable to agree on the selection of a third appraiser within such fifteen (15) calendar day period, then the third appraiser shall be selected by the District Court for the Eastern District of Missouri. Within thirty (30) calendar days from the appointment of the third appraiser, the two appraisers shall each



submit their appraisals of value to each Parcel Owner and to the third appraiser. The third appraiser shall, within fifteen (15) calendar days of the submission of the two (2) appraisals, select which of the two appraisals most closely reflects the Fair Market Value of the Dillard Property. The decision of the third appraiser as to the Fair Market Value of the Dillard Property shall be binding upon the parties. The fee of the third appraiser shall be split equally by Developer and Dillard.

Section 11.4 Sale of Dillard Property. In the event Developer exercises its option to purchase under Section 11.1, then Dillard shall be obligated to sell the Dillard Property to Developer and shall within thirty (30) days after the determination of value enter into a Purchase Agreement therefor on the following terms and conditions:

(a) No Leases or Encumbrances. Once Developer has provided a Purchase Notice and until the earlier to occur of Developer's rescission of its Purchase Notice or the Purchase Closing, Dillard shall not be permitted to enter into any new lease or occupancy agreement for the Dillard Property or otherwise encumber the Dillard Property without the prior written approval of Developer, in Developer's sole and absolute discretion.

(b) Due Diligence. During the ninety (90) day period following the date of the Purchase Notice (the "**Developer's Due Diligence Period**"), Developer shall have the right to (a) perform typical and customary environmental inspections of the Dillard Property, and (b) do and perform any other investigations or evaluations which Developer, in its reasonable judgment, deems necessary to determine the condition and suitability of the Dillard Property. Developer shall bear the cost of performing such tests and evaluations ("**Developer's Due Diligence**"). During the Developer's Due Diligence Period, Developer shall have the right to rescind its Purchase Notice for any reason or for no reason.

(c) Indemnification. Developer shall protect, defend, indemnify, save and hold harmless Dillard against and from any and all claims, demands, liens, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever, and against and from any and all costs, damages and expenses (including, but not limited to, actual and statutory attorneys' fees and court costs at all levels) caused by any act of Developer, or any of Developer's employees, agents, contractors or consultants, in, upon, at, from or about the Dillard Property and arising from or related to Developer's Due Diligence. Notwithstanding provisions in this Agreement with respect to survival to the contrary, this indemnity shall survive the Purchase Closing. Notwithstanding anything to the contrary contained in this Agreement, Developer's indemnity obligations under this Section 11.4 shall not extend to (i) claims arising out of the negligence or willful misconduct of Dillard or Dillard's tenants, occupants, employees, agents, or contractors, or (ii) any environmental conditions existing prior to the Purchase Closing.

(d) Condition of Title. In the event that Developer elects to exercise Developer's Purchase Option, good and marketable title to the Dillard Property, together with any improvements thereon and Dillard's interest in appurtenant rights and easements, shall be conveyed by Dillard to Developer by special warranty deed subject to all taxes and assessments not then due and payable, encumbrances, easements and restrictions of record and all matters which an accurate survey or physical inspection of the Dillard Property would disclose. Dillard shall also be obligated to cure and satisfy all monetary liens and encumbrances of record at or prior to the Purchase Closing. Developer, at Developer's option and at Developer's expense, shall obtain prior to the Purchase Closing an owner's policy of title insurance insuring good and marketable fee simple title to the Dillard Property in the form and manner Developer requires.



(e) Closing. Developer and Dillard shall close on the purchase of the Dillard Property within thirty (30) calendar days after expiration of the Developer's Due Diligence Period set forth in Section 11.4(b) above (the "**Purchase Closing**"). The Purchase Closing shall be completed by escrow on the date and time set forth in the Purchase Notice or such other date and time mutually and reasonably acceptable to both parties.

(f) Closing Costs. Developer shall be responsible for the payment of any and all closing costs and expenses, including without limitation (i) the premium for the title insurance policy, (ii) any transfer taxes, (iii) Developer's attorney's fees, (iv) the cost recording of the deed and other closing documents, (v) the cost of the survey if required by Developer, (vi) any recording fees for its mortgage or other loan documents, if any, and (vii) the closing and escrow fees charged by the title insurer; except that Dillard shall pay Dillard's attorney's fees and any costs related to the removal of liens and encumbrances as required under Section 11.4(d) above or as otherwise agreed to by Dillard.

(g) Real Estate Taxes. Real estate taxes for the Dillard Property shall be prorated to the date of the Purchase Closing.

(h) Standard Terms. Such additional terms as regards the conveyance as are typically found in similar purchase agreements in the Greater St. Louis, Missouri, area and/or as required by Developer's title company.

(i) Any dispute as to the meaning or interpretation of the terms of the Purchase Agreement shall be settled as follows: (i) pursuant to mediation which either party may request at any time by delivering written notice to the other party to this Agreement (the request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 30 days from the date of filing, unless stayed for a longer period by agreement of the parties); or (ii) by arbitration which either party may request at any time in which event, the parties shall appoint a Special Master to arbitrate any such dispute. In the event Developer and Dillard are unable to agree upon such Special Master, they shall jointly appeal to the chief judge of the highest trial court in the county in which the property is located for the appointment of such Special Master. The parties shall submit all materials required for arbitration within seven (7) days after appointment of such Special Master and the Special Master shall render a decision with respect to such matter by the date which is seven (7) days after submission of all materials from Dillard and Developer. The decision of such Special Master shall be deemed final. Unless the parties mutually agree otherwise, arbitration shall be administered by the American Arbitration Association (AAA) in accordance with applicable AAA Arbitration Rules & Procedures in effect at the time of filing of the demand for arbitration, or if the AAA is not available in the applicable jurisdiction, JAMS in accordance with its applicable Arbitration Rules & Procedures in effect at the time of filing of the demand for arbitration. The prevailing party in any such dispute, claim, or controversy shall be entitled to receive from the non-prevailing party all of its reasonable costs and expenses incurred in connection with such arbitration, or other binding dispute resolution procedure, including reasonable attorneys' fees, filing fees, expert witness fees, discovery expenses, and any other reasonable costs incurred in prosecuting or defending such dispute, claim, or controversy.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]  
[SIGNATURES APPEAR ON FOLLOWING PAGE.]



IN WITNESS THEREOF, the parties have executed this Agreement as of the date first above written.

**DEVELOPER:**

**TSG DOWNTOWN CHESTERFIELD  
REDEVELOPMENT, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known as the \_\_\_\_\_ of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, who acknowledged that he executed the foregoing instrument as his free act and deed, personally, for and on behalf of said limited liability company.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

My Commission Expires:  
\_\_\_\_\_

[Notarial Seal]



**DILLARD:**

**DILLARD, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARKANSAS        )  
  ) SS:  
COUNTY OF PULASKI     )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known as the \_\_\_\_\_ of Dillard Department Stores, Inc., a Delaware corporation, who acknowledged that he executed the foregoing instrument as his free act and deed, personally, for and on behalf of said corporation.

In testimony whereof, I have hereunto subscribed my name, and affixed my official seal at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

My Commission Expires:  
\_\_\_\_\_

[Notarial Seal]



**EXHIBIT LIST**

- Exhibit A - Legal Description of the Developer Parcel
- Exhibit B - Legal Description of the Dillard Parcel
- Exhibit C - Site Plan of the Development
- Exhibit D - Ring Road Section
- Exhibit E - Improvements to Dillard's Storefront



**EXHIBIT A**

**Legal Description of the Developer Parcel**

**[INCLUSIVE OF EXCHANGE PARCEL – TO BE ATTACHED INCLUSIVE OF EXCHANGE  
PARCEL AND BOUNDARY ADJUSTMENT PLAT]**



**EXHIBIT B**

**Legal Description of the Dillard Parcel**

**[TO BE REVISED – INCLUSIVE OF EXCHANGE PARCEL AND BOUNDARY ADJUSTMENT  
PLAT]**

Lot C101C of Chesterfield Village Area "A" , Phase One, Plat One, according to Subdivision Plat recorded in Plat Book 158, Pages 96 and 97, in St. Louis County, Missouri, being the same as the following described parcel:

A tract of land in U. S. Surveys 415 and 2002, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as follows:

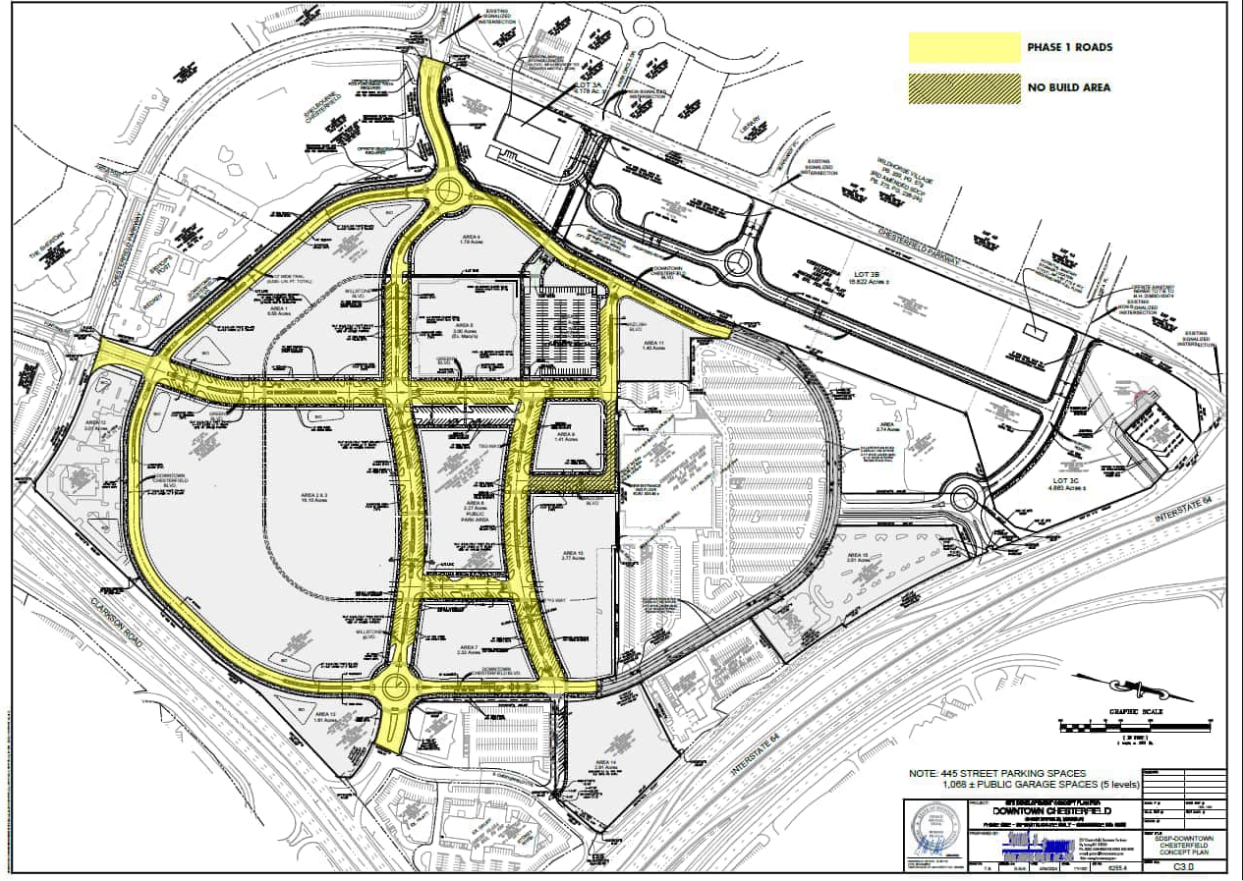
Commencing at a point on the Southwestern line of Missouri State Highway 40TR at its intersection with the Southeastern line of property described in Deed to First Baptist Church of Chesterfield recorded in Book 5232, Page 199 of the St. Louis County Records; thence along said highway line South 35 degrees 00 minutes 01 seconds East, 449.54 feet to the point of beginning of the herein described tract of land more particularly described as follows:

Thence continuing along said highway line south 35 degrees 00 minutes 01 seconds East, 82.93 feet to a point of curve; thence continuing along said highway line on a curve to the left, the chord of which bears South 35 degrees 07 minutes 07 seconds East and having a radius of 2914.93 feet an arc distance of 12.07 feet to a point; thence South 54 degrees 45 minutes 45 seconds West, 15.00 feet to a point on a curve; thence continuing along said highway line on a curve to the left, the chord of which bears South 35 degrees 26 minutes 15 seconds East and having a radius of 2929.93 feet an arc distance of 20.45 feet to a point on a curve; thence North 54 degrees 21 minutes 45 seconds East, 15.00 feet to a point; thence continuing along said highway line on a curve to the left, the chord of which bears South 36 degrees 14 minutes 53 seconds East having a radius of 2914.93 feet an arc distance of 62.13 feet to a point; thence leaving said highway line and running South 53 degrees 08 minutes 28 seconds West, 121.24 feet to a point; thence South 13 degrees 31 minutes 44 seconds East, 397.77 feet to a point on a curve; thence along a curve to the right, the chord of which bears South 65 degrees 58 minutes 22 seconds East and having a radius of 400.00 feet an arc distance of 307.06 feet to a point; thence North 46 degrees 01 minutes 08 seconds East, 5.0 feet to a point; thence South 43 degrees 58 minutes 52 seconds East, 536.59 feet to a point; thence along a curve to the right, the chord of which bears South 34 degrees 37 minutes 17 seconds East and having a radius of 515.00 feet an arc distance of 168.30 feet to a point; thence South 76 degrees 28 minutes 16 seconds West, 497.94 feet to a point; thence North 13 degrees 31 minutes 44 seconds West, 74.00 feet to a point; thence South 76 degrees 28 minutes 16 seconds West, 451.32 feet to a point; thence North 13 degrees 31 minutes 44 seconds West, 240.00 feet to a point; thence South 76 degrees 28 minutes 16 seconds West, 250.00 feet to a point; thence North 13 degrees 31 minutes 44 seconds West, 123.89 feet to a point; thence North 76 degrees 39 minutes 36 seconds West, 51.88 feet to a point; thence North 07 degrees 41 minutes 25 seconds East, 176.54 feet to a point; thence North 35 degrees 41 minutes 25 seconds East, 137.01 feet to a point; thence along a curve to the right, the chord of which bears North 56 degrees 04 minutes 47 seconds East and having a radius of 400.0 feet an arc distance of 284.70 feet to a point; thence North 76 degrees 28 minutes 16 seconds East, 134.35 feet to a point; thence North 13 degrees 31 minutes 44 seconds West, 419.01 feet to a point; thence North 27 degrees 13 minutes 31 seconds East, 233.25 feet to the point of beginning, containing 16.68 acres in all.



# EXHIBIT C

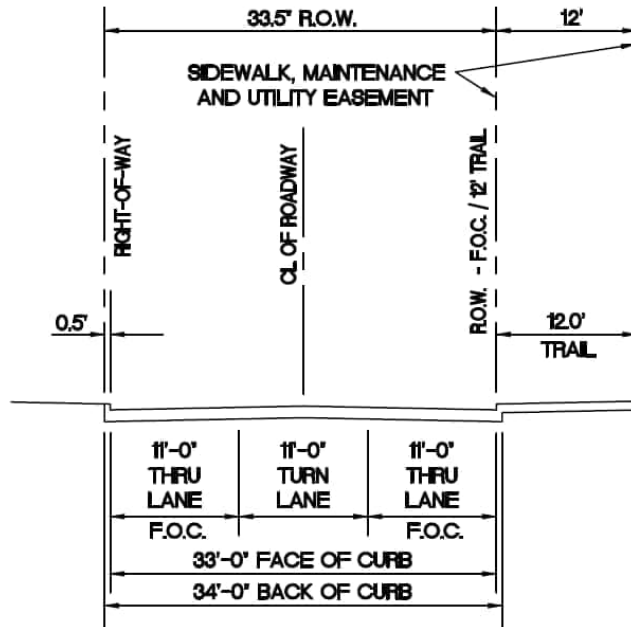
## Site Plan of the Development





**EXHIBIT D**

**Ring Road Section**



**FUTURE CHESTERFIELD BLVD. - DILLARD'S PROPERTY  
(3-LANE LOOP ROAD SECTION)**



**Exhibit E**

**Improvements to Dillard's Storefront**





**EXHIBIT D**

**FORM OF EXCHANGE AGREEMENT**

(Attached hereto.)



## PARCEL EXCHANGE AGREEMENT

**THIS PARCEL EXCHANGE AGREEMENT** (this "**Agreement**") is made as of \_\_\_\_\_, 2024 ("**Effective Date**"), by and between **TSG Downtown Chesterfield Redevelopment, LLC**, a Missouri limited liability company ("**Developer**"), and **Dillard's, Inc.**, a Delaware corporation ("**Dillard**").

### RECITALS:

A. Developer is the owner of a parcel of real property located within 7 Chesterfield Mall, Chesterfield MO, 63017 consisting of approximately 26,173 square feet depicted on the Site Plan attached hereto as **Exhibit A** and made a part hereof (the "**Site Plan**") and legally described on **Exhibit B** attached hereto and made a part hereof, together with all easements, rights, privileges, servitudes and appurtenances thereunto belonging or appertaining (collectively, the "**Developer Exchange Parcel**"). The Developer Exchange Parcel is part of a larger parcel owned by Developer depicted on the Site Plan (the "**Developer Property**").

B. Dillard is the owner of a parcel of real property located within 100 Chesterfield Mall, Chesterfield MO 63017 consisting of approximately 26,173 square feet as depicted on the Site Plan and legally described on **Exhibit C** attached hereto and made a part hereof, together with all easements, rights, privileges, servitudes and appurtenances thereunto belonging or appertaining (collectively, the "**Dillard Exchange Parcel**"). The Dillard Exchange Parcel is part of a larger parcel adjacent to the Developer Property owned by Dillard shown on the Site Plan (the "**Dillard Property**").

C. Dillard, Developer and the City of Chesterfield, MO (the "**City**") have on or about the date hereof entered into that certain Agreement to Settle (the "**Settlement Agreement**") pursuant to which Developer and Dillard have agreed, among other things, to (i) exchange the Developer Exchange Parcel and the Dillard Exchange Parcel, (ii) enter into that certain Dillard Easement, Covenants and Restrictions Agreement in form attached hereto as **Exhibit D** (the "**ECR**") and (iii) dismiss certain Litigation as further described and defined in the Settlement Agreement (the "**Litigation**").

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Dillard hereby agree as follows:

1. Agreement to Exchange Properties. Developer and Dillard hereby agree to exchange the Developer Exchange Parcel and the Dillard Exchange Parcel, subject to all the terms and conditions set forth herein. The parties hereto acknowledge that the Dillard Exchange Parcel and the Developer Exchange Parcel are the same size and have the same value.

2. Escrow. Within three (3) business days following the Effective Date, the parties shall establish an escrow at True Title Company, 30 N. Brentwood, Clayton, MO 63105, Attn: Jake Halter (the "**Escrow Agent**" and "**Title Company**").

3. Inspections. From and after the Effective Date until Closing or earlier termination of this Agreement, each of Developer, Dillard and its agents shall have the right to enter upon, respectively, the Developer Exchange Parcel and the Dillard Exchange Parcel or any portion thereof and conduct visual, non-invasive tests, investigations and studies concerning the Developer Exchange Parcel and the Dillard Exchange Parcel that they may elect to perform. Dillard agrees to indemnify and hold harmless Developer from any loss, cost or expense (including reasonable attorneys' fees) for death, bodily injury or damage to the Developer Exchange Parcel to the extent caused by such entry, except to the extent caused by



Developer's negligence or to any preexisting conditions, including the presence of any hazardous substances. Developer agrees to indemnify and hold harmless Dillard from any loss, cost or expense (including reasonable attorneys' fees) for death, bodily injury or damage to the Dillard Exchange Parcel to the extent caused by such entry, except to the extent caused by Dillard's negligence or to any preexisting conditions, including the presence of any hazardous substances.

4. Conditions Precedent. The obligation of the parties hereto to consummate the transactions contemplated by this Agreement is subject to satisfaction of all of the conditions set forth in this Section 4 on or prior to Closing.

(i) Other than payment of premiums, Title Company is prepared to issue a Pro Forma Title Policy to Dillard and to Developer for each of the Dillard Exchange Parcel and the Developer Exchange Parcel in form shown in the pro forma title policies attached hereto as Exhibit E and Exhibit F.

(ii) Rezoning of the Dillard Property to a PC&R – Planned Commercial and Residential District containing such standards and conditions so as to align the zoning of the Dillard Parcel with the zoning on the Developer Parcel and in accordance with the terms set forth in the Settlement Agreement (Dillard shall use diligent, good faith efforts to obtain approval of such rezoning);

(iii) The parties together with the City have entered into the Settlement Agreement, no Third-Party Challenge (as defined in the Settlement Agreement) has been filed and remains unresolved, and the Time Periods (as defined in the Settlement Agreement) for filing a Third-Party Challenge have expired.

(iv) The City has approved a boundary adjustment plat (the "**Boundary Adjustment**") which consolidates the Developer Exchange Parcel with the remainder of the Dillard Property retained by Dillard and the Dillard Exchange Parcel to be consolidated with some or all of the remainder of the Developer Property retained by the Developer, all in furtherance of and in the configuration shown on the Site Plan that has been approved by Developer, Dillard and the City (the cost to prepare the Boundary Adjustment shall be shared equally between Dillard and Developer).

(v) Neither party hereto shall be in default in the performance of any covenant or agreement to be performed by such party under this Agreement or the Settlement Agreement.

(vi) All representations and warranties made by the parties pursuant to this Agreement and the Settlement Agreement shall be true and correct in all material respects as of the Effective Date and as of Closing as if remade on such date.

In the event that any of the conditions set forth in this Section 4 are not satisfied by Closing, the party for whose benefit such condition pertains may, at such party's sole election either (i) waive such failed condition and proceed with Closing as contemplated hereunder or (ii) terminate this Agreement by delivering written notice thereof to the other party hereto in which event neither party shall have any further claim against the other by reason of this Agreement, except as otherwise specifically provided herein (provided, however, if failure of a condition is due to a breach of a party's obligations hereunder, then the terms of Section 9 shall apply).

5. Representations and Warranties. Each of Developer and Dillard represents and warrants to the other that, as of the Effective Date:

- (i) Each party hereto has the power to enter into this Agreement, to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder, and neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or will result in the breach of any of the terms, conditions or provisions of any agreement or instrument to which either party hereto, or any partner or related entity or affiliate of such party is bound, or which any of such party's assets is bound.
- (ii) There are no legal or administrative actions or proceedings pending or to Developer or Dillard's actual knowledge, threatened with respect to the ownership or operation of the Developer Exchange Parcel or the Dillard Exchange Parcel.
- (iii) There are no sale contracts, options to lease or purchase or rights of first refusal made or granted by Developer or Dillard granting to any other person or entity the right to acquire all or any portion of the Developer Exchange Parcel or the Dillard Exchange Parcel.
- (iv) Each of Developer and Dillard owns fee simple title to their respective parcel to be conveyed hereunder.

Each of Dillard and Developer acknowledges that except as expressly set forth in this Agreement or any documents delivered at Closing, the parties are acquiring the Developer Exchange Parcel and the Dillard Exchange Parcel in its "as is" condition. Except for the warranties and representations expressly set forth in this Agreement and in any documents executed in connection with this Agreement and at Closing, such sale and purchase shall be without any representation or warranty of any kind, express or implied, and each of Developer and Dillard disclaims any other representation or warranty.

6. Closing. Subject to satisfaction of all terms and conditions set forth herein, the conveyance of the Developer Exchange Parcel to Dillard and the conveyance of the Dillard Exchange Parcel to Developer and the completion of the transactions contemplated herein ("**Closing**") shall occur in escrow through the offices of the Title Company on the date (the "**Closing Date**") which is the earlier to occur of (i) fifteen (15) days after satisfaction or waiver by Dillard and Developer of the conditions to Closing set forth in Section 4 hereof or (ii) August 1, 2024 (the parties anticipate Closing will occur on or about July 11, 2024 and shall use good faith efforts to complete Closing by such date). A party to this Agreement will not be required to be present in person at such Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing; provided, that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. The attorneys of each party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their respective clients.

At Closing, each party shall execute and deliver or cause to be executed and delivered to Escrow Agent (i) such documents, closing statements, affidavits, searches, evidence of authority, declarations, lien waivers, certificates, indemnities or deposits as shall be customary, necessary or appropriate to complete the transfer of the Dillard Exchange Parcel and the Developer Exchange Parcel as contemplated hereby (including, without limitation deeds conveying each parcel and certificates of value and certification of each party's non-foreign status) and cause the issuance of an ALTA extended policy of title insurance for the Developer Exchange Parcel and for the Dillard Exchange Parcel in form of the pro forma policies attached hereto as Exhibit E and Exhibit F respectively, each with mechanic's lien coverage, certification



of no parties in possession and deletion of standard exceptions (provided Dillard shall be responsible for obtaining any survey it may elect to obtain for the Developer Exchange Parcel and Developer shall be responsible for obtaining any survey it may elect to obtain for the Dillard Exchange Parcel); (ii) such agreements and documents as shall be necessary or appropriate to complete the other transactions contemplated hereby including, without limitation, the following signed and notarized (where applicable) agreements: the ECR, the Boundary Adjustment, Notice of Settlement and Dismissal, Notice of Settlement and Motion for Entry of Order and Judgment and such other agreements as required to satisfy all conditions to dismiss the Litigation and comply with the terms and conditions of the Settlement Agreement and this Agreement; and (iii) such other settlement statements, agreements, resolutions, and documents necessary to complete the transactions contemplated hereunder.

At Closing upon receipt by Escrow Agent of the funds, documents and agreements necessary to complete Closing and upon instruction from Dillard and Developer, Escrow Agent shall complete the following in the following order (provided, for purposes of Closing, all of such actions shall be deemed to occur simultaneously):

- (i) Record the Boundary Adjustment;
- (ii) Convey the Developer Exchange Parcel to Dillard;
- (iii) Convey the Dillard Exchange Parcel to Developer;
- (iv) Record the REA Release (as defined in the Settlement Agreement);
- (v) Record the ECR; and
- (vi) Enter into and file all agreements contemplated by the Settlement Agreement such that the Litigation is finally and fully dismissed with prejudice.

Each of the Dillard Exchange Parcel and the Developer Exchange Parcel shall be conveyed by special warranty deed subject to all matters of record other than (i) any mortgages or other security interests, or liens including, without limitation, mechanic's and materialmen's liens, judgments and other encumbrances which may be satisfied by the payment of money and (ii) any matters created after the Effective Date by or at the direction of Dillard or Developer without the consent of the other party hereto (Dillard shall be responsible at Dillard's sole cost for obtaining satisfaction and release of any such matters which affect the Dillard Exchange Parcel and Developer shall be responsible at Developer's sole cost for obtaining satisfaction and release of any such matters affecting the Developer Exchange Parcel).

7. Apportionments and Expenses. At and as of the Closing, Developer and Dillard shall make adjustments and apportionments with respect to expenses and real estate taxes such that (i) Developer is responsible for all expenses and real estate taxes applicable to the Developer Exchange Parcel accrued prior to Closing, (ii) Dillard is responsible for all expenses and real estate taxes applicable to the Developer Exchange Parcel accruing from and after Closing, (iii) Dillard is responsible for all expenses and real estate taxes applicable to the Dillard Parcel prior to Closing and (iv) Developer is responsible for all real estate taxes and expenses applicable to the Dillard Exchange Parcel accruing from and after Closing. If the amount of any real estate taxes to be adjusted is not ascertainable at the time of Closing, the adjustment thereof shall be on the basis of the most recent ascertainable real estate taxes. If any real estate tax bill relating to either the Developer Exchange Parcel or the Dillard Exchange Parcel also relates to other property, the portion thereof applicable to the Developer Exchange Parcel or the Dillard Exchange Parcel, as applicable, shall be determined by comparing the acreage and improvements of the portion of the parcel covered by such bill with the total acreage and improvements covered by such bill.

With respect to the transactions contemplated hereunder: (a) Developer shall pay for (i) the premium for any title policy Developer may purchase insuring Developer's interest in the Dillard Exchange Parcel, (ii) all expenses in connection with the payment of any encumbrances and recording costs to release any encumbrances which Developer elects or is obligated to release or satisfy hereunder for the Developer

Exchange Parcel, (iii) costs to record the deed for the Dillard Exchange Parcel, (iv) any and all transfer tax and/or documentary stamp tax on the transfer of the Developer Exchange Parcel, (v) Developer's attorneys' fees, and (vi) expenses for tests, surveys and inspections obtained by Developer, if any, in connection with the transactions contemplated hereunder; and (b) Dillard shall pay for (i) the premium for any title policy Dillard may purchase insuring Dillard's interest in the Developer Exchange Parcel, (ii) all expenses in connection with the payment of any encumbrances and recording costs to release any encumbrances which Dillard elects or is obligated to release or satisfy hereunder for the Dillard Exchange Parcel, (iii) costs to record the deed for the Developer Exchange Parcel, (iv) any and all transfer tax and/or documentary stamp tax on the transfer of the Dillard Exchange Parcel, (v) Dillard's attorneys' fees, and (vi) expenses for tests, surveys and inspections obtained by Dillard, if any, in connection with the transactions contemplated hereunder. Each of Dillard and Developer shall pay one-half of any escrow and closing fees charged by the Title Company and the costs to record the Boundary Adjustment and the ECR. Any other costs and expenses not specifically provided herein, if any, shall be paid in accordance with local custom.

8. Covenants of the Parties. Each party shall advise the other in writing of any written notices received concerning the Developer Exchange Parcel or Dillard Exchange Parcel, including, without limitation, notices from any appraisal districts, taxing authorities, or any governmental agency having jurisdiction over the Developer Exchange Parcel or the Dillard Exchange Parcel, and of litigation, arbitration or administrative hearings (whether actual or threatened) concerning the Developer Exchange Parcel or the Dillard Exchange Parcel. On or before Closing (i) Developer shall, at Developer's sole cost, terminate any and all service contracts (including, without limitation, any property management agreement or listing agreements) in effect with respect to the Developer Exchange Parcel unless Dillard requests such agreements be assigned to Dillard in which event Developer shall assign such agreements to Dillard at Closing; and (ii) Dillard shall, at Dillard's sole cost, terminate any and all service contracts (including, without limitation, any property management agreement or listing agreements) in effect with respect to the Dillard Exchange Parcel unless Developer requests such agreements be assigned to Developer in which event Dillard shall assign such agreements to Developer at Closing.

9. Default. If either party defaults with respect to such party's obligations hereunder and such defaulting party fails to cure such default within ten (10) days after written notice from the non-defaulting party (except for a failure to complete Closing as required hereunder in which event no cure period shall apply), then the non-defaulting party shall be entitled to such remedies as may exist at law or equity, including, without limitation, the remedy of specific performance. Notwithstanding anything contained herein to the contrary, if either party shall bring suit against the other to enforce the terms of this Agreement, the losing party shall pay to the prevailing party the prevailing party's costs and expenses, including reasonable attorneys' fees. The terms of this Section 9 shall survive termination of this Agreement or Closing.

10. Notices. All notices and demands herein required shall be in writing and shall be sent by United States Certified Mail return receipt requested, personal delivery, overnight courier (guaranteeing next day delivery), or email:



a. To Developer:

TSG Downtown Chesterfield Redevelopment, LLC  
Attn: Manager  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, MO 63114  
Email: [mstaenberg@tsgproperties.com](mailto:mstaenberg@tsgproperties.com)

with a copy to:

Staenberg Group, Inc.  
Attn: General Counsel  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, MO 63114  
Email: [sheitland@tsgproperties.com](mailto:sheitland@tsgproperties.com)

Copy to:

Capes Sokol  
8182 Maryland Ave., Suite 1500  
St. Louis, MO 63105  
Attn: Bill Remis  
Email: [remis@capessokol.com](mailto:remis@capessokol.com)

b. To Dillard:

Dillard's, Inc.  
1600 Cantrell Road  
Little Rock, AR 72201  
Attn: Chris Johnson  
Email: [chris.johnson@dillards.com](mailto:chris.johnson@dillards.com)

With a copy to:

Dillard's, Inc.  
1600 Cantrell Road  
Little Rock, AR 72201  
Attn: Kadee Kelley  
Email: [kadee.kelley@dillards.com](mailto:kadee.kelley@dillards.com)

All notices shall be deemed given one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery or on the same day if sent by personal delivery or email. Attorneys for each party may give notices for such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in the manner above specified.

11. Brokers. Dillard and Developer each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby. Each of Developer and Dillard hereby agrees to indemnify, defend, and hold the other harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by such party by reason of any breach or inaccuracy

of the representations and warranties made by such party contained in this Section 11. The covenants and agreements set forth in this Section 11 shall survive termination of this Agreement or Closing.

12. Assignment. Neither party hereto shall have the right to assign this Agreement or its rights under this Agreement without obtaining in each instance the non-assigning party's prior written consent.

13. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence of this Agreement. If the time for performance of any obligations or satisfaction of any condition hereunder falls on a Saturday, Sunday or a day which is a Missouri state or federal holiday, the time for performance of such obligations or satisfaction of such condition shall be extended to the next day which is not a Saturday, Sunday or Missouri state or federal holiday. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise. The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transaction contemplated hereby. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatures to counterparts may be delivered by facsimile or other electronic transmission, and such signatures shall have the same force and effect as originals.

[Signatures on Next Page]



IN WITNESS WHEREOF, Developer and Dillard have executed this Agreement as of the Effective Date.

**DILLARD:**

**DILLARD'S, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER:**

**TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC,**  
a Missouri limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

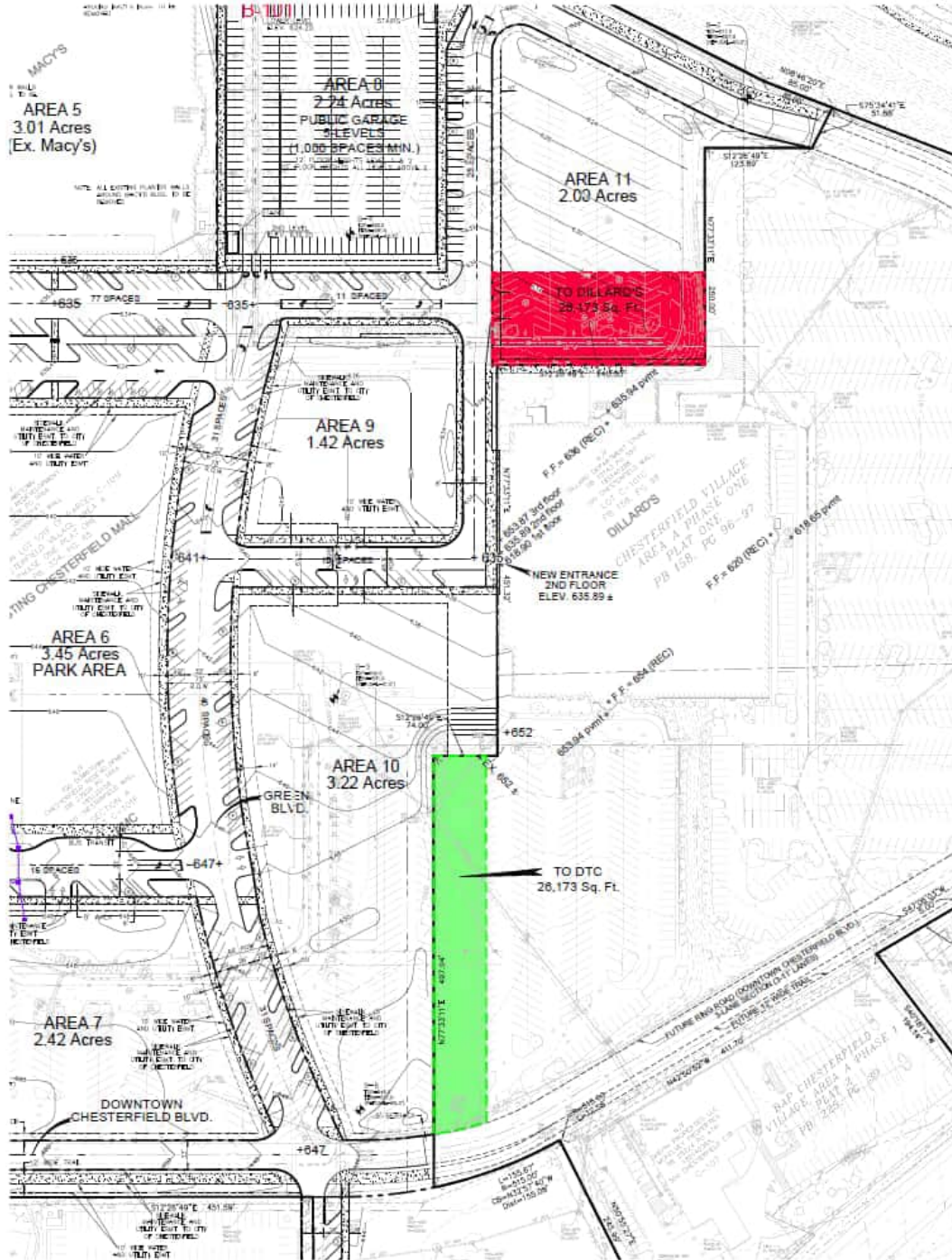
Title: \_\_\_\_\_

This Agreement Includes the Following Exhibits:

- Exhibit A - Site Plan
- Exhibit B - Developer Exchange Parcel Legal Description
- Exhibit C – Dillard Exchange Parcel Legal Description
- Exhibit D - ECR
- Exhibit E – Dillard Exchange Parcel Pro Forma Title Policy
- Exhibit F – Developer Exchange Parcel Pro Forma Title Policy

# EXHIBIT A

## Site Plan





## **EXHIBIT B**

### **Developer Exchange Parcel Legal Description**

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



#### DTC Parcel

A tract of land being part of Lot C101C of Chesterfield Village Area A Phase One Plat One as recorded in Plat Book 158, Page 96 and 97, of the St. Louis County Records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at the southwestern most corner of a above said Lot C101C; thence North 77 degrees 33 minutes 11 seconds East, 421.32 feet and South 12 degrees 26 minutes 49 seconds East, 13.15 feet along the southern and western lines Lot C101C, to the POINT OF BEGINNING of the herein described tract: thence departing said western line the following: North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangential curve to the right having a radius of 500.16 feet; along said curve with an arc length of 62.49 feet and a chord which beard South 25 degrees 27 minutes 14 seconds East, 62.45 fee to its intersection with the southern line of above said Lot C101C; thence along said southern and western lines of said Lot C101C line, South 77 degrees 33 minutes 11 seconds West, 436.48 feet and North 12 degrees 26 minutes 49 seconds West, 60.85 feet to the POINT OF BEGINNING.

Containing 26,173 square feet or 0.601 acres, more or less according to calculations performed by Stock & Associates, Consulting Engineers, Inc during March 2024.

## **EXHIBIT C**

### **Dillard Exchange Parcel Legal Description**

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



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#### Dillards Parcel

A tract of land being part of Lot C101F of Chesterfield Village Area A Phase One Plat One as recorded in Plat Book 158, Page 96 and 97 of the St. Louis County Records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the southwestern most corner of a tract Lot C101C of above said Chesterfield Village Area A Phase One Plat One, thence departing said corner the following courses and distances: on a direct southeasterly prolongation of the western line of said Lot C101C, South 12 degrees 26 minutes 49 seconds East, 5.73 feet; South 77 degrees 36 minutes 34 seconds West, 106.66 feet and North 12 degrees 23 minutes 25 seconds West, 245.62 feet to its intersection with the southern line of said Lot C101C; thence along the common lines of said Lots C101c and C101F the following: North 77 degrees 33 minutes 11 seconds East, 106.42 feet and South 12 degrees 26 minutes 49 seconds East, 240.00 feet to the POINT OF BEGINNING.

Containing 26,173 square feet or 0.601 acres, more or less according to calculations performed by Stock & Associates, Consulting Engineers, Inc during March 2024.

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**EXHIBIT D**

**ECR**

**Exhibit E**

**Dillard Exchange Parcel Pro Forma Title Policy**



**Exhibit F**

**Developer Exchange Parcel Pro Forma Title Policy**

**EXHIBIT E**

**FORM OF NOTICE OF SETTLEMENT AND  
MOTION FOR ENTRY OF ORDER AND JUDGMENT**

(Attached hereto.)



**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS  
STATE OF MISSOURI**

DILLARD’S, INC.,	)	
	)	
Plaintiff,	)	
	)	Case No. 22SL-CC05317
vs.	)	
	)	Division No. 40
CITY OF CHESTERFIELD,	)	
	)	
Defendant.	)	

**NOTICE OF SETTLEMENT AND  
MOTION FOR ENTRY OF ORDER AND JUDGMENT**

COMES NOW, Plaintiff, Dillard’s, Inc. (“Dillard’s”), Defendant, City of Chesterfield (“City”), and Intervenor TSG Downtown Chesterfield Redevelopment, LLC (“TSG”) with a Notice of Settlement and Motion for Entry of Order and Judgment. Collectively, Dillard’s, the City, and TSG are referred to as the “Parties.” In support of this motion, the Parties state as follows:

1. Dillard’s commenced this action against the City, claiming that Ordinance Nos. 3217 and 3218 are void, invalid, and in violation of Chapter 99 and Chapter 235, RSMo.
2. Intervenor TSG Downtown Chesterfield Redevelopment, LLC was later granted leave to intervene.
3. The Parties hereby provide notice to this Court that they have settled the disputes between them relating to this litigation.
4. As part of that settlement, Dillard’s has agreed to dismiss its claims with prejudice, and to effectuate that dismissal with the attached Order and Judgment.

WHEREFORE, the Parties respectfully request that this Court enter the order attached hereto which shall dismiss this action with prejudice.

Respectfully submitted,

**DAVIS GRAHAM & STUBBS LLP**

BY: /s/Katharine McDermott

Katharine McDermott  
1550 17th Street, Ste. 500  
Denver, CO 80202  
(303) 892-7267  
Katie.McDermott@dgsllaw.com

and

**DENLOW & HENRY**

BY: /s/ Paul G. Henry

Paul G. Henry (#37922)  
7777 Bonhomme, Suite 1910  
Clayton, MO 63105  
Phone: (314) 725-5151  
Fax: (314) 455-7279  
Email: pghenry@denlow.com

*Attorneys for Plaintiff Dillard's, Inc.*





**EXHIBIT F**

**FORM OF ORDER AND JUDGMENT**

(Attached hereto.)



**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI**

DILLARDS, INC.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 22SL-CC05317
	)	
CITY OF CHESTERFIELD,	)	Division No. 40
	)	
Defendant.	)	

**ORDER AND JUDGMENT**

Plaintiff Dillard’s, Inc., commenced this action against Defendant City of Chesterfield, claiming that Ordinance Nos. 3217 and 3218 are void, invalid, and in violation of Chapter 99 and Chapter 235, RSMo. Intervenor TSG Downtown Chesterfield Redevelopment, LLC was later granted leave to intervene.

The Court takes up Defendant’s Motion to Dismiss Second Amended Petition filed January 10, 2024. The Court being fully informed of the circumstances and based upon the Parties’ Notice of Settlement and Motion for Entry of Order and Judgment grants that Motion.

WHEREFORE, the Court enters Judgment against Plaintiff Dillard’s, Inc., and in favor of Defendant City of Chesterfield and Intervenor TSG Downtown Chesterfield Redevelopment, LLC, on all claims. Plaintiff’s Second Amended Petition is hereby dismissed with prejudice.

The parties shall bear their own attorneys’ fees and costs.

SO ORDERED:

DATED:

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John F. Newsham, Judge  
Division 40

**EXHIBIT G**

**FORM OF NOTICE OF DISMISSAL**

(Attached hereto.)



IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
 TWENTY FIRST JUDICIAL CIRCUIT  
 STATE OF MISSOURI

CITY OF CHESTERFIELD, MISSOURI,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 24SL-CC00890
	)	
DILLARD DEPARTMENT STORES, INC.,	)	Div. No. 12
TSG DOWNTOWN CHESTERFIELD	)	
REDEVELOPMENT, LLC, and	)	
	)	
ALL UNKNOWN HEIRS, BENEFICIARIES,	)	
LESSEES, SUCCESSORS, ASSIGNS AND	)	
OTHER PERSONS, CORPORATIONS,	)	
ASSOCIATIONS AND LEGAL ENTITIES WHO	)	
MAY CLAIM AN INTEREST IN THE	)	
AFFECTED PROPERTY,	)	
	)	
Defendants.	)	

**NOTICE OF VOLUNTARY PARTIAL DISMISSAL**

Through its Petition in Eminent Domain, Plaintiff seeks to condemn all interests in a certain reciprocal easement agreement relative to the Chesterfield Mall property, which property is planned for redevelopment by the City of Chesterfield. Defendants Dillard Department Stores, Inc. and TSG Downtown Chesterfield Redevelopment, LLC (collectively “Defendants”) are the only known parties to that reciprocal easement agreement.

Defendants have entered into a settlement agreement with the Plaintiff in which they have released their interests in the reciprocal easement agreement at issue in the case. Pursuant to Rule 67, Plaintiff thus voluntarily dismisses its claims against Defendants Dillard Department Stores, Inc. and TSG Downtown Chesterfield Redevelopment, LLC.

The City’s pending claims against the “Unkown” defendants are not subject to this dismissal.

## SIGNATURE BLOCKS