

BILL NO. 604

ORDINANCE NO. 597

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE RECORD PLAT, GENERAL WARRANTY DEED, SUBDIVISION INDENTURE AND CROSS ACCESS EASEMENT AGREEMENT FOR THE BULL MOOSE TUBE EXECUTIVE CENTER.**

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

Section 1. The Record Plat, General Warranty Deed, Subdivision Indenture and Cross Access Easement Agreement for the Bull Moose Tube Executive Center which are made a part hereof as if fully set out herein as Exhibit 1, 2, 3 and 4 which were submitted to the City Council are hereby approved; provided, however, that nothing contained in this Ordinance shall be construed or interpreted as an acceptance by the City of Chesterfield of the streets, public utilities or public ways dedicated on such development plat for the public use. The City of Chesterfield reserves the right to withhold the acceptance of such streets and public ways until acceptance is recommended by the City Engineer or the Department of Public Works.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of said documents by affixing their signatures and the official seal of the City of Chesterfield to a Certificate of Approval upon the documents as submitted.

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

Passed and approved this 15<sup>TH</sup> day of JULY, 1991.

Jack Leonard  
MAYOR

ATTEST:

Martha L. DeMay  
CITY CLERK

ORDER NUMBER: 91 04 993

OFFICE OF THE SURVEYING ENGINEERING A SURVEYING CO., INC.

3400 HOLMES DRIVE, BRISTOL, MISSOURI 63044

This is to certify that we have during the month of June, 1991 by order of Clarkson Oaks Partnership, made a survey and subdivision of a tract of land in U.S. Survey 2002, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri and the results of said survey and subdivision are represented on this plat, and the location of monuments intended or to be installed are correctly shown hereon. This survey meets Missouri Minimum Standards for Property Boundary Surveys.

IN WITNESS WHEREOF, it has signed and sealed the foregoing on the 15th day of June, 1991.

THE SURVEYING ENGINEERING AND SURVEYING COMPANY, INC.

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Sidney B. Eaton, Vice President  
No. Reg. L.S. 2224



We, the undersigned, owners of the tract of land herein plotted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as BULL MOOSE TUBE EXECUTIVE CENTER.

The foregoing-entire assessment is hereby dedicated to the present and future lot owners of BULL MOOSE TUBE EXECUTIVE CENTER, and their assigns for the purpose of access only.

All common ground, such as cul-de-sac islands and divided street islands or median strips, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance only.

This subdivision is subject to conditions and restrictions to be filed in Book \_\_\_\_\_ Page \_\_\_\_\_ of the St. Louis County Records.

Building lines as shown on this plat are hereby established. The 5 foot wide sidewalk, utility, and maintenance easement above herein are hereby dedicated to the City of Chesterfield, Missouri for public use forever.

It is hereby certified that all existing assessments are shown on this plat as of the time and date of recording of this plat.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Clarkson Oaks Partnership, a Missouri General Partnership  
By: James O. Buehrig, Jr., Vice President  
By: JMS, Inc., a Missouri Corporation  
By: James O. Buehrig, Jr., Vice President  
By: Ballo Partners III, a Missouri General Partnership  
By: Charles W. Ballo, General Partner  
By: Michael J. Ballo, General Partner

STATE OF MISSOURI | 55  
COUNTY OF ST. LOUIS |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appeared James O. Buehrig, Jr., who being by me personally sworn, who being by me duly sworn, did say he is Vice President of JMS, a Missouri Corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of the Board of Directors, and said James O. Buehrig, Jr. acknowledged said instrument to be the free act and deed of said Corporation.

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

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF MISSOURI | 55  
COUNTY OF ST. LOUIS |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Charles W. Ballo, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My Commission Expires: \_\_\_\_\_ Notary Public

STATE OF MISSOURI | 55  
COUNTY OF ST. LOUIS |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Michael J. Ballo, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My Commission Expires: \_\_\_\_\_ Notary Public

Notarized June 20, 1991  
To add identical assessments and aforesaid restrictions

Sidney B. Eaton  
No. Reg. L.S. 2224

Exhibit 1

# BULL MOOSE TUBE EXECUTIVE CENTER

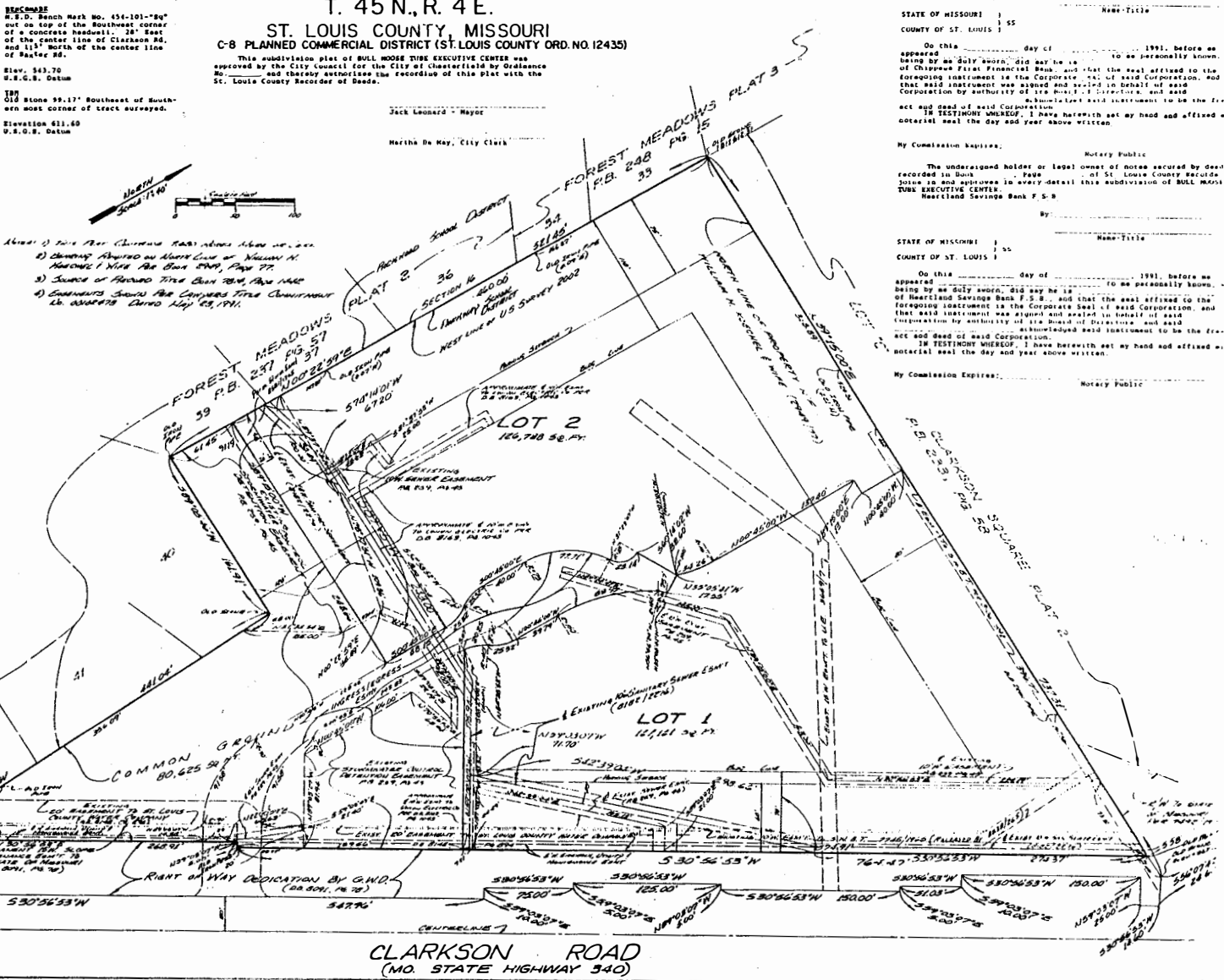
## A TRACT OF LAND IN U.S. SURVEY 2002 T. 45 N., R. 4 E.

### ST. LOUIS COUNTY, MISSOURI C-8 PLANNED COMMERCIAL DISTRICT (ST. LOUIS COUNTY ORD. NO. 12435)

This subdivision plat of BULL MOOSE TUBE EXECUTIVE CENTER was approved by the City Council for the City of Chesterfield by Ordinance No. \_\_\_\_\_ and thereby authorizes the recording of this plat with the St. Louis County Recorder of Deeds.

Jack Leonard - Mayor

Martha De May, City Clerk



CLARKSON ROAD  
(MO. STATE HIGHWAY 540)

The undersigned holder or legal owner of notes secured by deed recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of St. Louis County Records John in and approve in every detail this subdivision of BULL MOOSE TUBE EXECUTIVE CENTER.

Clarkson Oaks Partnership

STATE OF MISSOURI | 55  
COUNTY OF ST. LOUIS |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appeared \_\_\_\_\_, who being by me personally sworn, who being by me duly sworn, did say he is \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of the Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.

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

My Commission Expires: \_\_\_\_\_ Notary Public

The undersigned holder or legal owner of notes secured by deed recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of St. Louis County Records John in and approve in every detail this subdivision of BULL MOOSE TUBE EXECUTIVE CENTER.

Heartland Savings Bank F.S.B.

STATE OF MISSOURI | 55  
COUNTY OF ST. LOUIS |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appeared \_\_\_\_\_, who being by me personally sworn, who being by me duly sworn, did say he is \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of the Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.

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

My Commission Expires: \_\_\_\_\_ Notary Public

GENERAL WARRANTY DEED

THIS DEED, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between CLARKSON OAKS PARTNERSHIP, a Missouri general Partnership (comprised of JMBS, Inc., a Missouri corporation, MEG, L.P., a Missouri Limited Partnership and Rallo Partners III, a Missouri general Partnership), with its principal office in the County of St. Louis, State of Missouri, party of the first part, and Robert Ritzie, Charles Emmenegger, Michael J. Rallo, Richard L. Mersman, III, parties of the second part, as Trustees.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said parties of the second part, the following described Real Estate, situated in the County of St. Louis, State of Missouri, to wit:

The area designated as "Common Ground" on the Plat of Bull Moose Executive Center, according to the Plat thereof recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 1991, as Daily # \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ of the St. Louis County Records.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said parties of the second part, and to their heirs and assigns forever, in trust pursuant to the provisions of the Trust Indenture filed and recorded herewith.

The said party of the first part hereby covenanting that its heirs, successors, executors and administrators, shall and will WARRANT and DEFEND the title to the premises unto the said parties of the second part, and to their heirs and assigns forever against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 1991 and thereafter, and the special taxes becoming a lien after the date of this Deed.

IN WITNESS WHEREOF, the said party of the first part has executed these presents the day and year first above written.

CLARKSON OAKS PARTNERSHIP:

TRUSTEES:

3MBS, Inc.

By: \_\_\_\_\_  
James O. Buehrig, Jr.  
Senior Vice President

\_\_\_\_\_  
Charles Emmenegger

Rallo Partners III

\_\_\_\_\_  
Robert Ritzie

By: \_\_\_\_\_  
Charles N. Rallo  
General/Managing Partner

\_\_\_\_\_  
Michael J. Rallo

By: \_\_\_\_\_  
Michael J. Rallo  
General Partner

\_\_\_\_\_  
Richard K. Mersman, III

MEG 87, L.P.  
3MBS, INC.

By: \_\_\_\_\_  
James O. Buehrig, Jr.  
General Partner

STATE OF MISSOURI    )  
                          )  SS.  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appeared James O. Buehrig, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice-President of 3MBS, Inc., a corporation of the State of Missouri and general partner of Clarkson Oaks Partnership and further, that 3MBS, Inc. is also the general partner of MEG 87, L.P., a Missouri Limited Partnership, and also a general partner of Clarkson Oaks Partnership, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said James O. Buehrig acknowledged said instrument to be the free act and deed of said corporation.

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

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

My Term Expires:

\_\_\_\_\_

STATE OF MISSOURI )  
 ) SS  
\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Charles N. Rallo and Michael J. Rallo, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

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

My Term Expires:

\_\_\_\_\_

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STATE OF MISSOURI )  
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\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Charles Emmenegger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

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

My Term Expires:

\_\_\_\_\_

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STATE OF MISSOURI )  
 ) SS  
\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Robert Ritzie, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

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

My Term Expires:

\_\_\_\_\_

STATE OF MISSOURI    )  
                          ) SS  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Richard K. Mersman, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

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

My Term Expires:

\_\_\_\_\_

TAM/BULLMOOSE.DED/kr

Exhibit 2

BUECHNER, McCARTHY, LEONARD, KAEMMERER, OWEN & LADERMAN

ATTORNEYS AT LAW

16141 NORTH OUTER FORTY DRIVE, SUITE 300

ST. LOUIS (CHESTERFIELD), MISSOURI 63017-1774

(314) 532-7100

JACK BUECHNER  
THOMAS W. McCARTHY III  
MICHAEL E. KAEMMERER  
ANDREW B. LEONARD  
JAMES C. OWEN  
LOUIS N. LADERMAN  
WALTER R. LAMKIN

DIANA K. WIELAND  
JAMES P. TOWEY, JR.\*  
BRIAN E. McGOVERN  
ELIZABETH M. DIETZMANN  
TODD A. MASSA\*  
KEVIN M. SIROP\*\*

FACSIMILE (314) 532-0857

July 10, 1991

\*ALSO LICENSED IN ILLINOIS  
\*\*ALSO LICENSED IN NEW YORK

Jerry Duepner  
City of Chesterfield  
Department of Planning  
922 Roosevelt Parkway  
Chesterfield, MO 63017

Re: Subdivision Indenture - Bull Moose Tube Executive Center

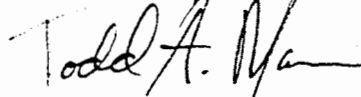
Dear Mr. Duepner:

It is the opinion of the undersigned that the enclosed Restrictive Indenture is in a form so as to legally encumber the property described therein and in compliance with the regulations of the City of Chesterfield.

Further, it is the opinion of the undersigned that the effect of the enclosed copy of a General Warranty Deed will be to pass title to areas designated as "Common Ground" to the Trustees and that it is in compliance with the regulations of the County.

Very truly yours

BUECHNER, McCARTHY, LEONARD,  
KAEMMERER, OWEN & LADERMAN



TODD A. MASSA

TAM/kr  
Enclosure

INDENTURE OF TRUST AND RESTRICTION  
FOR  
BULL MOOSE TUBE EXECUTIVE CENTER

This Indenture made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between Clarkson Oaks Partnership, a Missouri General Partnership (hereinafter referred to as "Clarkson Oaks") and Charles Emmenegger, Robert Ritzie, Michael Rallo and Richard Mersman, all residents of the State of Missouri (hereinafter referred to as "Trustees").

WITNESSETH:

WHEREAS, Clarkson Oaks is the owner of a certain tract of real estate located in St. Louis County, Missouri, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, upon which said tract Clarkson Oaks desires to subdivide in accordance with subdivision plat to be known as "Bull Moose Executive Center"; and

WHEREAS, the St. Louis County Council, by ordinance no. 12435, 1986, approved an ordinance amending the St. Louis County zoning ordinance by changing the boundaries of the "NU" non-urban district to the "C-8" planned commercial district and approving the application and preliminary plans for the development in the "C-8" planned commercial district of a tract of land known as the Property, as hereinafter defined; and

WHEREAS, in accordance with the subdivision plat, said Property will be developed into two (2) lots and a common area containing a roadway, a lake and other common ground containing landscaping as common ground, as well as including certain easements for the exclusive use and benefit of the various lot owners of Bull Moose Executive Center, except for those streets or easements which are or may hereafter be dedicated to public bodies and agencies, which are provided for purpose of constructing and maintaining operating sidewalks, sewers, pipes, pools, wires, storm water drainage, parks, and other facilities and park utilities for the use and benefit of the Owners of the lots of Bull Moose Executive Center; and

WHEREAS, Clarkson Oaks, being the owner of the entire tract, may desire from time to time to encumber and dispose of parts thereof, whether or not such disposition shall be of any total area of any numbered plat, on the entire tract, as recorded separately; and

WHEREAS, it is the purpose and intention of this Indenture to preserve said tract of land, subdivide it as aforesaid, as a restricted commercial subdivision and to protect the same against



certain uses by adoption of this Indenture, and to plat a plan contained in this Indenture to all the said land described herein, including all Common Ground, land and mutually to benefit, guard and restrict the future owners of lots of Bull Moose Tube Executive Center and to foster the welfare and safety of said owners, and invitees, licensees, agents and the like; and

WHEREAS, all reservations, limitation, conditions, easements and encumbrances herein contained, and all of which are sometimes hereinafter termed "Restrictions" are jointly and severally for the benefit of the persons who may purchase, hold, lease or use of the tracts covered by this instrument.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, made by and among the parties hereto, each to the other, the parties hereto do covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns and for and upon the behalf of all persons who may hereafter derive title to or otherwise hold through them, together with their heirs, successors and assigns, any and all of the parcels of land in Bull Moose Tube Executive Center, the following restrictive covenants, easements, reservations and requirements upon the land which is in such subdivision, with restrictive covenants, easements, reservations and requirements shall run with the land and shall remain in full force and effect for the duration of the subdivision, or until the Bull Moose Tube Executive Center Indenture shall be amended or rescinded upon the written consent of the owners of record of a majority of the lots in the subdivision, whichever event shall occur first.

ARTICLE I  
Definition of Terms

The following terms when used in this Indenture (unless the context requires otherwise) shall have the following meanings:

1.1 "Architectural Control Committee" shall have the meaning set forth in section 4.1 hereof.

1.2 "CAM Costs" shall mean the costs incurred by the Trustees (i) in maintaining and operating the common areas; and (ii) which fall within the meaning of the categories of cost as set out on Exhibit "B" attached hereto and incorporated herein by this reference.

1.3 "Common Ground" shall mean (i) the roadways, sidewalks and the like designated as "common areas" on the subdivision plat; and (ii) all other areas set forth on the subdivision plat which are not part of any lot as set forth in the subdivision plat,

including without limitation, the entranceway, the lake; and (iii) all landscaped and planted areas located within the boundaries of the common area; and (iv) all utility and storm water sewer facilities located within the boundaries of the Common Ground, including without limitation, storm drainage facilities, sanitary sewer systems, detention ponds, gas systems, water systems, fire protection installations, underground and overhead electrical power cables and underground telephone cables; and (v) all lighting standards, traffic and directional signs and traffic markings, except for those specifically located on the parking lots which are part of the lots set forth in the subdivision plat.

1.4 "Clarkson Oaks" shall mean and refer to Clarkson Oaks Partnership, its successors and assigns, including any builder or developer which purchases substantially all or a portion of the lots or parcels of land constituting a portion of the Property for purposes of constructing a commercial building thereon in accordance with this Indenture and the Ordinance.

1.5 "Lake" shall mean a certain lake as set out in the common area, more particularly described on the Subdivision Plat.

1.6 "Lot" shall mean and refer to any plat of land, with the exception of the Common Ground, shown on any recorded subdivision plat of the Property, commonly referred to as the "Commercial Plat".

1.7 "Indenture" shall mean and refer to this Indenture of Trust and Restrictions for the Bull Moose Tube Executive Center.

1.8 "Permittees" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, tenants, sub-tenants and concessionaires of an Owner or an Occupant and activities related to the permitted use for a Lot. Notwithstanding the foregoing, other persons engaging in the following activities on the Common Area or on a Lot will not be considered to be Permittees: (i) exhibiting any placard, sign or notice; (ii) distributing any circular, handbill, placard or booklet; (iii) soliciting membership or contributions; (iv) parading, picketing or demonstrating; and (v) failing to follow regulations relating to the use of the Lot.

1.9 "Person" shall mean an individual, partnership, firm, association, corporation, trust or any other form of business or government entity.

1.10 "Project" shall mean the commercial office development to be constructed and operated on the Lots in accordance with the Ordinance and the Indenture.

1.11 "Properties" shall mean and refer to all that certain real property, included in Exhibit "A" attached hereto and more particularly set forth in the Subdivision Plat of Bull Moose Tube Executive Center, as recorded at the Office of Recorder of Deeds for St. Louis County, Missouri as daily no. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and as further described in the Ordinance.

1.12 "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a building constructed on a lot under any lease, sub-lease, license, concession or as owner or under other similar agreement.

1.13 "Ordinance" shall mean and refer to St. Louis County Ordinance No. 12435, 1986, as adopted by the Council for the County of St. Louis, and ratified by the Chesterfield City Council upon annex, as from time to time amended.

1.14 "Owner" shall mean and refer to the record owner, whether one or more Persons, of the simple title to any Lot, including any improvements constructed thereon, which is a part of the Property, including contract sellers, but excluding those having such interest as security for performance and obligation.

1.15 "Subdivision Ordinance" shall mean the ordinance adopted by the Chesterfield Council with respect to the adoption and recordation of the Subdivision Plat.

1.16 "Subdivision Plat" shall mean a certain plat as from time to time amended to be recorded simultaneously with the recordation of this Indenture in the Recorder of Deeds Office for St. Louis County, Missouri setting for the subdivision of the Property.

ARTICLE II  
Designation and Selection of Trustees  
and Meetings of Lot Owners

2.1 Original Trustees. The original Trustees shall be Charles Emmenegger, Robert Ritzie, Michael J. Rallo and Richard K. Mersman III, who by their signatures are elected or appointed as hereinafter provided. Should any such original Trustee or a successor Trustee appointed by Clarkson Oaks pursuant to hereto resign, refuse to act, become disabled or die, Clarkson Oaks shall have the power to appoint, by duly written, recorded instruments, a successor Trustee who shall serve until his successors are elected by the Lot Owners in the manner herein provided. If the unfilled vacancy cannot be filled for any reason, the City Council may, upon the petition of any concerned property owner, appoint one or more trustees to fill the unexpired portion.

2.2 Election of Trustees. At such time as fifty percent (50%) of the total Lots authorized to be developed in the

Properties by the aforesaid Ordinance and by the Subdivision Ordinance have been sold and conveyed for commercial office use, Clarkson Oaks shall cause the resignation of two (2) of the original Trustees, and the owners of such fifty percent (50%) of the Lots shall select two (2) successor Trustees who shall serve until such time as ninety five percent (95%) of the total authorized Lots have been sold. Then, Clarkson Oaks shall cause the resignation of the remaining original two (2) Trustees at which time the Owners of the remaining fifty percent (50%) of the Lots shall elect two (2) such Trustees. All such Trustees from and after said election shall serve for a term of one (1) year; thereafter, on the third (3rd) Tuesday of each January, the Lot Owners shall hold a meeting and elect all Trustees who shall be elected for terms of one (1) year. All future elections shall be held in accordance with the provisions of 2.3 hereinafter set out.

2.3 Manner of Conducting Elections; Meetings of Owners. All elections of Trustees by the Owners, from and after those set forth in Section 2.1 above, shall be held at an annual meeting of the Owners which shall be held at such place as designated by the then serving Trustees on the third (3rd) Tuesday of January each year after the election provided in Section 2.1 at 10:00 a.m. Central Standard Time. Each Lot Owner shall be entitled to elect two (2) Trustees for his, her or its corresponding Lot(s). At such meeting or adjournment thereof, the majority of Owners attending such meeting who are entitled to vote upon the election of Trustees, who will thereafter serve until their successors have been duly appointed as elected and qualified. The results of such vote shall be certified by persons elected as directors and secretary of the meeting and this certification shall be acknowledged and recorded. Any business relevant or pertinent to the affairs of the Properties may be transacted at any meeting of the Owners called as conforming with the procedures herein set out.

2.4 Qualifications of Trustees. Any Trustee elected under the provisions of this Article shall be an Owner in the Properties or an officer or agent of any Owner, and if such Owner sells his, her or its Lot, or resigns, refuses to act, becomes disabled or dies, the new or existing Lot Owner shall appoint an Owner, officer or agent of any Owner, to act as successor Trustee for the unexpired portion of the term of the Trustee no longer acting. When the provisions of this instrument cannot be fulfilled by reason of unfilled vacancy among the Trustees, the Chesterfield City Council or its successor, may upon the petition of any concerned resident or Owner or the Properties, appoint one (1) or more Trustees to fill the vacancy until such time as Trustees are elected in accordance with this Indenture. Any person so appointed who is not a resident or Owner within the Properties shall be allowed a reasonable fee for service by order of the appointment, which fee shall be levied as a special assessment against the Lots and which fee shall not be subject to limitations or special assessments contained in this Indenture.

2.5 Right of Owners to Vote on Rules and Regulations. The Trustees shall, thirty (30) days prior to the effective date of any rules or regulations adopted pursuant to the authority granted in Article III hereof, give written notice to all of the Owners of the Properties, specifying the rules and regulations so adopted and the effective date thereof. Fifty percent (50%) of the Owners of the Lots have the right, by written notice to the Trustees, to cause a meeting to be called by the Trustees of all Owners, the purpose of which is to vote upon such rules and regulations. The provisions of Section 2.3 of this Article shall apply to meetings so called. No rule or regulation shall take effect prior to the completion of such meeting, or if no meeting is scheduled as hereinabove provided, prior to thirty (30) days after the giving of such notice as herein provided.

ARTICLE III  
Trustees' Duties and Powers

3.1 Trustees' Duties and Powers - General. The Trustees shall have rights, powers and authorities described throughout this Indenture, including but not limited to the specific rights, powers and authorities and hereinafter set forth in this Article III.

3.2 Acquisition of Common Ground. The Trustees have the right and power to acquire and hold the Common Ground in accordance with and pursuant to the Ordinance, Subdivision Ordinance and in accordance with such provisions of this Indenture and to deal with any Common Ground as hereafter set forth.

3.3 Control of Common Ground. The Trustees have the power and authority to exercise such control over the easements, streets, roads and sidewalks, except for those easements, streets, roads and sidewalks which are now or may hereafter be dedicated to public bodies or agencies; entrances, lights, gates, Common Ground, park area, the Lake, medians, entrance markers, shrubbery, storm water sewers, sanitary sewers trunks and lateral lines, pipes, disposal and treatment facilities as to be shown in the various recorded plots of the Properties, as necessary to maintain, repair, rebuild, supervise and assure the proper use of said easements, streets, roads and sidewalks, etc. by necessary public utilities and others, including the right (to themselves and others to whom they may grant permission) to construct, operate, maintain on and under overhead easements and streets, sidewalks, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots, and the right to establish traffic rules and regulations for usage of the driveways, streets and parking lots of the Properties, except for those parking lots as specifically identified to a Lot.

3.4 Maintenance of Common Property. The Trustees have the power and authority to exercise control over the Common Ground and

easements for the exclusive use and benefit of the Owners of the Properties and the Permittees and to pay real estate taxes and assessments on said Common Ground out of general assessments hereinafter authorized, to maintain and improve the Common Ground with shrubbery, vegetation, decorations, buildings or any kind and description or any other structures and any other types of facilities in the interest, health, welfare, safety and general use of the Owners, all conforming with applicable laws, including but not limited to the Ordinance and the Subdivision Ordinance; and to prescribe by reasonable rules and regulations in conformity to applicable laws and the Ordinance and the Subdivision Ordinance, the terms and conditions of the use of the Common Property are for the benefit and use of the Owners and according to the discretion of the Trustees.

3.5 Dedication. The Trustees have the power and authority to dedicate to public use any private streets, constructed or to be constructed on the Properties, whether such dedication would be accepted by a public agency or not, in the event the recorded plats do not provide for public use and maintenance.

3.6 Easements. The Trustees have the power and authority to grant easements for public streets, sewers, utilities on and over the Common Property, in addition to the easements provided in Article V hereof.

3.7 Enforcement. The Trustees have the power and authority to prevent, as Trustees of an express trust, any infringement and to compel the performance of any restriction set out in the Indenture, the rules and regulations, the Ordinance, the Subdivision Ordinance or established by law, and also any rules and regulations issued by said Trustees governing the use of the Common Ground or any matter relating thereto.

This provision is intended to be cumulative and not to restrict the right of any Owner to proceed in his own behalf but the power and authority herein granted to the Trustees is intended to be discretionary and not mandatory. In addition to any other remedies provided herein, the Trustees shall have the right at their discretion to deny any Owners who are delinquent in the payment of any assessments which may be levied pursuant to this Indenture shall have the right to use the common facilities as the Trustees shall from time to time determine.

3.8 Plans and Specifications. As more specifically provided in Article IV hereof, the Trustees have the power and authority to consider, approve or reject any and all plans and specifications for any and all buildings or structures proposed for erection on the Properties, proposed additions to such buildings or alterations in the appearance of buildings already constructed in accordance with the Ordinance and the provisions of Article IV.

3.9 Deposits. The Trustees have the power and authority to require reasonable deposits in connection with the proposed erection of any building or structure, fence, detached building, out building or other structure on the Properties in order to provide such completion of the Project, all debris shall be removed from the site and from adjacent lots and parcels and any and all damage to the Subdivision improvements shall be repaired.

3.10 Rules and Regulations. The Trustees have the power and authority to establish the rules and regulations for the operation of the Common Area, including but not limited to the Lake and to employ personnel to supervise and operate the same. The rules and regulations shall include conditions under which the Owners and Permittees may use such Common Ground.

3.11 Insurance. The Trustees have the power and authority to purchase liability insurance and such other insurance as they deem appropriate, including but not limited to property and liability insurance protecting the Trustees, the Owners and the Permittees from any and all claims for personal injury and property damage arising out of use of the Common Property and facility.

3.12 Employment. In exercising the rights, powers and privileges granted to them and in discharging the duties imposed upon them by the provisions of this Indenture, from time to time, the Trustees have the power and authority to enter into contracts, employ agents, services and labors as they deem necessary and advisable and defend any and all suits brought against them individually or collectively in their capacity as Trustees.

3.13 Condemnation. In the event it shall become necessary for any public agency to acquire all or part of the Common Property for a public purpose, the Trustees are hereby authorized to negotiate with such public agencies for such acquisition and to execute any and all instruments necessary to that purpose. Should the acquisition by eminent domain become necessary, only the Trustees need to be made parties, and in any event the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

3.14 Collect Assessments and CAM Charges. The Trustees shall have the power and authority in accordance with the provisions of Article V.

#### ARTICLE IV Architectural and Environmental Control

4.1 General. From and after the conveyance of an improved Lot, no building, fence, wall or other structure, shall be

commenced, erected or maintained thereon nor shall any exterior addition to, removal of any art thereof or exterior change or alteration in any improvement thereon be made until the plans and specifications setting forth the kind, shape, height, materials, colors and locations of same shall be submitted to be approved in writing as to the harmony of external design, types of material, color and location for any structures and topography by the Trustees or by the Architectural Control Committee composed of two (2) or more representatives appointed by the Trustees. Reference herein to the "Architectural Control Committee" shall refer either to the aforesaid committee if appointed and constituted, or to the Trustees, whichever happens to be acting at the time. In the event the Architectural Control Committee fails to approve or disapprove any design, material, colors and locations within thirty (30) days after all required plans and specifications have been submitted (and the fees, if required, have been paid), approval will not be required if this provision has been deemed to have been fully complied with. The Architectural Control Committee is authorized where deemed appropriate to charge a review fee for any submissions to defray the cost of any review it conducts or authorizes.

It is the intent of this Indenture that all buildings and structures within the Properties shall be constructed of an attractive material and of a material of high quality. In its review of submissions to the Architectural Control Committee, the committee shall evaluate the construction standards, plans and materials for all proposed construction and assure that they are in conformance with such objectives. Exterior finishes, once approved, shall not be altered without the express consent of the Architectural Control Committee.

Notwithstanding anything to the contrary, it is specifically understood and acknowledged that any and all construction will be done in accordance with the provisions of the Ordinance and in accordance with the provisions of the applicable laws and regulations of any municipality and county in which the Properties are located, including but not limited to the appropriate ordinances, rules and regulations adopted by City of Chesterfield, Missouri.

#### ARTICLE V Assessments

5.1 General. Clarkson Oaks, for each Lot within the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed, any such deed or other conveyance, shall deem to covenant and agree to pay the CAM Costs and such other assessments as set forth in this Indenture. The CAM Costs and any assessments



hereunder together with any interest thereon and the cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continual lien upon the Property against which such assessment is made. Each assessment, together with such interest thereon and the cost of collection thereof, as hereinafter provided, shall also be a personal obligation of the person who was an Owner of such Property at the time when the assessment becomes due.

5.2 CAM Costs in Common Area and Maintenance Costs. Clarkson Oaks hereby agrees for each Lot within the Properties and each Owner or any Lot by acceptance of a deed therefor agrees until the date this Indenture is terminated to pay has hereinafter provided the CAM costs. The Trustees, as more particularly described in Exhibit "B", shall, for each calendar year or partial calendar year or the term for which this Indenture is in effect, reasonably and in good faith will estimate the amount of CAM costs for the Properties; and the trustees shall bill each Owner of a Lot and each Owner of a Lot shall pay such estimated amount in monthly installments, provided that following the expiration of any applicable calendar year or partial calendar year, the Trustees shall compute the actual CAM costs for such preceding year and reconcile such actual amount with the estimated amount.

5.3 Pro-rations. Should a Lot become subject to assessments after January 1 in any year, and should an annual or special assessment be levied for that year, then such assessment shall be adjusted so that the Lot shall be charged for the portion of the assessment pro-rated for the balance of the year.

5.4 Interest in Lien. All delinquent assessments shall bear interest at the rate of eighteen percent 18% per annum and shall constitute a lien upon the Lot against which it is assessed until the amount together with interest and any costs of collection, including reasonable attorney's fees are fully paid. As an assessment becomes delinquent, the Trustees may execute and acknowledge an instrument reciting the levy of the assessment and cause the same to be recorded in the Recorder of Deeds Office for St. Louis County, Missouri and thereafter institute any appropriate legal action to enforce such lien. Should an Owner pay an assessment after recording of lien as herein provided, the Trustees shall cause to be executed, at the expense of the Owner of the affected Lot, a release of said lien. The lien of an assessment provided for herein shall be subordinate to the lien of any institution (banks, savings and loan associations, pension and retirement funds, insurance company, commercial mortgage) first mortgage now or thereafter placed upon any Lot with respect to its assessments of income due and payable prior to the sale or transfer of such Lot pursuant to the foreclosure or transfer in lieu of

foreclosure. Such sale and transfer shall not relieve such Lot from liability from any assessment thereafter becoming due nor from the lien of any subsequent assessment. The terms "mortgage" or "mortgages" shall include deeds or deeds of trust.

5.5 Computation of Proportionate Share. Each Lot Owner shall pay its proportionate share of the CAM Costs based upon a percentage computed dividing the per square foot gross area of each Owner's Lot by the sum of the square foot of all Lots, exclusive of Common Area. The Trustees shall, in their discretion, make such computation and such computation shall be binding upon each Lot Owner.

5.6 Keeping of Funds. The Trustees shall have the power and authority to open such bank accounts as they reasonably determine is necessary to collect and hold such funds. The Trustees shall deposit the funds in such bank, provided such bank is protected by the Federal Deposit Insurance Corporation or in a savings association protected by the Federal Savings and Loan Insurance Corporation.

5.7 Ordinance Compliance. Notwithstanding any other conditions herein, the Trustees shall make suitable provision for compliance with all Subdivision and other ordinances, rules and regulations of the City of Chesterfield, Missouri, or any municipality in which the subdivision may become a part, and for such purposes, shall not be limited to the maximum assessment provided for herein. Specifically, and not by way of limitation, the Trustees shall make provision for the maintenance and operation of all street lights, driveway lights, roadways and easements.

5.8 Ingress and Egress over Common Area and Parking Lots. During the term of this Indenture, each of the Owners grant and convey to each other for the respective use and reuse of each Permittees in common with others entitled to use the same exclusive right for passage and accommodation of pedestrians over the parking areas, roadways, driveway areas and sidewalk areas within the Common Area; (iii) in the use of trash and storage areas within the Common Area for the purposes of throwing trash generated from each Lot and having trash collection hauled therefrom; (iv) the passage over the parking lots of any and all Lots.

5.9 Restrictions. No persons shall grant any easement over its tract or common area for the benefit of any property not within the parcel or any third party without the consent of the majority of the Lot Owners.

## ARTICLE VI Sewage and Drainage Facilities

6.1 General. The maintenance, repairs and replacement of the sewers and drainage facilities shall be assumed as hereinafter set

out.

6.2 Trustees' Responsibilities. Until such time as MSD may accept the easements, the Trustees shall assess separately each Owner for the maintenance, repair and replacement of the private sanitary and storm sewers, if any, retention basins and other sanitary or storm sewers or other drainage facilities located in or servicing any common property or improvements thereon in the Properties.

6.3 Owners' Responsibilities. Each Owner shall be responsible for the maintenance, repair and replacement of a lateral sewage line or lines servicing such Owner's Lot or located on said Owner's Lots.

## ARTICLE VII Uses and Restrictions

7.1 General. No part of the subdivision shall be used for other than for the construction of commercial office buildings. In addition to the foregoing, no use or operations shall be permitted on the subdivision which is inconsistent with the use and operation of a commercial office building, including but not limited to, the terms and conditions with respect to such office building as provided in the Ordinance and the Subdivision Ordinance.

7.2 Construction of Improvements. Any and all improvements constructed upon each Lot by an Owner shall be constructed in a first-class workmanlike manner and each Owners shall use reasonable effort to minimize any interference with the other uses of the Common Area and other Lot Owners until the completion of construction, including the use of separate entrances as requested by the Trustees for construction vehicles and the creation or staging or storage areas on location and in a manner not to interfere with the Lot Owners. The construction of any improvements upon a Lot by an Owner shall be done in accordance with the Architectural Control Committee, the Ordinance and any and all applicable rules, regulations, ordinances and the like of any municipality and county in which the Property is located.

7.3 Nuisances. No obnoxious or offensive activity should be carried on in any portion of the Properties nor shall anything be done thereon that may be or become a nuisance or an annoyance to the subdivision.

### 7.4 Maintenance of Lot.

(a) Each Owner covenants and agrees to maintain its respective Lot in a suitable condition and state of repair, in compliance with all laws, rules, regulations, Ordinance and ordinances of any governmental agency exercising jurisdiction thereover in compliance with the provisions of this Indenture.

Each Owner further agrees to store all trash and garbage in adequate containers in an area within its Lot so designated for such purposes and to arrange the regular removal of such trash or garbage.

(b) In the event of any of the building improvements located on a Lot are damaged by fire or other casualty (whether insured or not), the Owner upon whose Lot such building improvements are located shall remove immediately the debris resulting from such event and provide a sightly barrier and within a reasonable time thereafter shall either (i) repair or restore the building improvements so damaged to the condition immediately prior to the casualty; or (ii) if the owner owning such Lot elects not to repair or restore such damage of improvements, raze and clear the area of such damage and improve it in a manner consistent with the portion of Common Area adjoining such damage area. The owner owing the Lot damaged by fire or other casualty shall have a period of sixty (60) days after the date of such fire or other casualty elect to build and restore the damaged building or to raze the damage or destroy the building and improve it as aforesaid. If the owner elects to restore and build such damaged improvement, it shall do so with diligence and in good faith. If an owner elects to raze, clear and improve such damaged improvements as aforesaid, it shall do so with diligence and in good faith and maintenance such areas after being improved as aforesaid and shall become the sole responsibility of the owner owning such area. At such times to deliver or service Occupants of a building constructed on a Lot.

7.5 Signs. No signs, advertisements, billboards or advertising structures may be erected, maintained or displayed on any Lot except as specifically consented to in writing by the Architectural Control Committee and provided further that such sign is constructed in accordance with applicable rules and regulations and ordinances of any local governmental agency having jurisdiction provided that nothing herein shall prohibit signs erected or displayed in connection with the development of the Properties and the leasing of any improvements thereon.

7.6 Utility and Drainage Easements. The easements for the installation and maintenance of the utilities and drainage facilities are as shown on a recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain or damage or interfere with the installation and maintenance of the utilities, or which may change the direction or flow of drainage channels in easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII  
General Provisions

8.1 General. The provisions hereinafter set out shall apply to the foregoing Indenture for the Properties.

8.2 Enforcement. Enforcement of any of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate such covenants and damages therefor shall include, without limitation, reasonable attorney's fees and court costs incurred by the Trustees in enforcing such provisions.

8.3 Action by the Trustees. The Trustees are authorized to act through a representative, provided, however, that all acts of the Trustees shall be agreed upon by at least a majority of said Trustees. No Trustee shall be held personally responsible for his wrongful acts and no Trustee shall be held personally responsible for the wrongful acts of others. No Trustee shall be held personally liable for injury or damage to persons or property by reason of any act or failure to act of the Trustees, collectively or individually. The Trustees from time to time shall not be entitled to any compensation or fee for services performed pursuant to this Indenture.

8.4 Adjoining Tracts. The Trustees named hereunder shall be the Trustees of the Properties are authorized and have the power to cooperate and contract with Trustees of adjoining and nearby tracts in the development and maintenance of the facilities inuring to the benefit and general welfare of the inhabitants of the entire area.

8.5 Amendment. The provisions hereof may be amended, modified or changed from time to time by Clarkson Oaks by recording an instrument of amendment in the Office of the Recorder of Deeds for St. Louis County, Missouri, provided any amendment, modification or change adopted prior to the completion of the development shall be reviewed and approved by the Director of Planning of the City of Chesterfield, Missouri. Thereafter, the provisions may be amended or modified or changed by written consent of two-thirds (2/3) of all of the Owners, with such amendment, modification or change being recorded in the Office of the Recorder of Deeds for St. Louis, Missouri. No amendment, modification or change shall reduce or modify the obligation or rights granted or imposed upon the Trustees unless some person or entity assumes the responsibilities and duties for the Trustees in a manner approved by the Director of Planning of the City of Chesterfield, Missouri.

8.6 Name of the Development. The name of the development shall be Bull Moose Tube Executive Center.

8.7 Severability, etc. All of the covenants and agreements herein are expressly declared to be independent and not interdependent. No laches, waiver, estoppel, condemnation or failure of title as to any part of the Properties or any Lot in the Properties shall be of any effect modify, invalidate or annul any grant, covenant or agreement herein with respect to the remainder of the Properties, saving always the right to amendment, modification or appeal as hereinabove expressly provided.

8.8 Invalidation. Invalidation of any one of the covenants of this Indenture shall in no way affect any other provision hereof.

8.9 Assignment of Clarkson Oaks' Rights. The rights, powers and obligations granted to Clarkson Oaks may be assigned or transferred by Clarkson Oaks, in whole or in part, to any other person or entity to whom Clarkson Oaks sells, transfers or assigns any of the Lots in the Properties.

8.10 Word Meanings. The words such as "herein", "hereinafter", "hereof" and "hereunder" refer to this Indenture as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Any references to "Sections" or "Articles" are to Sections and Articles of this Indenture unless reference is expressly made to a different document.

IN WITNESS WHEREOF, the parties hereto have executed this Indenture this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

CLARKSON OAKS PARTNERSHIP:

3MBS, Inc.

TRUSTEES:

By: \_\_\_\_\_  
James O. Buehrig, Jr.  
Senior Vice President

\_\_\_\_\_  
Charles Emmenegger

*Rallo Partners III*

\_\_\_\_\_  
Robert Ritzie

By: \_\_\_\_\_  
Charles N. Rallo  
General/Managing Partner

\_\_\_\_\_  
Michael J. Rallo

By: \_\_\_\_\_  
Michael J. Rallo  
General Partner

\_\_\_\_\_  
Richard K. Mersman, III

MEG 87, L.P.  
3MBS, INC.

By: \_\_\_\_\_  
James O. Buerig, Jr.  
General Partner

STATE OF MISSOURI     )  
                          )  SS.  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appeared James O. Buehrig, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice-President of 3MBS, Inc., a corporation of the State of Missouri and general partner of Clarkson Oaks Partnership and further, that 3MBS, Inc. is also the general partner of MEG 87, L.P., a Missouri Limited Partnership, and also a general partner of Clarkson Oaks Partnership, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said James O. Buehrig acknowledged said instrument to be the free act and deed of said corporation.

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

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

My Term Expires:

\_\_\_\_\_

=====

STATE OF MISSOURI     )  
                          )  SS  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Charles N. Rallo and Michael J. Rallo, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

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

My Term Expires:

\_\_\_\_\_



STATE OF MISSOURI     )  
                              ) SS  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Charles Emmenegger to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

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

My Term Expires:

\_\_\_\_\_

=====

STATE OF MISSOURI     )  
                              ) SS  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Robert Ritzie, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

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

My Term Expires:

\_\_\_\_\_

STATE OF MISSOURI    )  
                          ) SS  
\_\_\_\_\_ OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Richard K. Mersman, III to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

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

My Term Expires:

\_\_\_\_\_

BULLMOOSE.IND/kr

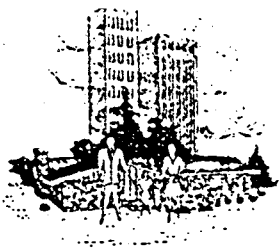


EXHIBIT A

# THE STERLING COMPANY

ENGINEERS, ARCHITECTS & PLANNERS  
COMPLETE PROFESSIONAL SERVICES

3460 HOLLENBERG DRIVE • BRIDGETON (ST. LOUIS COUNTY) MO. 63044 • (314) 739-0440

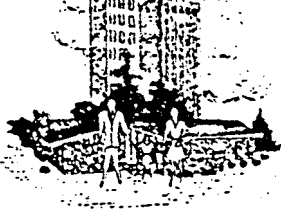
## LEGAL DESCRIPTION

**PROJECT:** Bull Moose Tube Executive Center  
**LOCATION:** Lot 1 Proposed  
**DESCRIPTION:**

**PAGE** 1 **OF** 1  
**DATE:** June 20, 1991  
**BY:** Gerald Wells

A tract of land in U.S. Survey 2002, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as follows:

Commencing at a point on the Northwestern line of Clarkson Road (Missouri State Highway 340) as established 60 feet wide by order of the County Court of St. Louis County, a certified copy of which order is recorded in Book 1145, Page 632 of the St. Louis County Records, said point being the Southeastern corner of FOREST MEADOWS PLAT TWO, a subdivision recorded in Plat Book 237, Page 57 of the St. Louis County Records; thence along the East line of FOREST MEADOWS PLAT TWO North  $03^{\circ}27'26''$  West 84.95 feet to the Northwestern line of Clarkson Road, (Missouri State Highway 340), as widened by deed recorded in Book 8091, Page 78 of the St. Louis County Records; thence along the Northwest line of said Clarkson Road, as widened, the following: North  $30^{\circ}56'53''$  East 268.91 feet, South  $59^{\circ}03'07''$  East 5.00 feet and North  $30^{\circ}56'53''$  East 189.56 feet to the true point of beginning of the tract herein described; thence North  $59^{\circ}03'07''$  West 175.94 feet to a point; thence Northwardly along a curve to the right, whose radius point bears South  $83^{\circ}29'08''$  East 40 feet, a distance of 20.25 feet to a point of reverse curve; thence Northwardly along a curve to the left, having a radius of 40 feet, a distance of 25.32 feet to a point of tangency; thence North  $00^{\circ}45'00''$  West 39.79 feet to a point of curve; thence Northwardly along a curve to the right, having a radius of 150 feet, a distance of 88.95 feet to a point of compound curve, thence Northwardly along a curve to the right, having a radius of 20 feet, a distance of 7.57 feet to a point; thence North  $35^{\circ}05'41''$  West 17.55 feet to a point; thence Northwardly along a curve to the left, whose radius point bears North  $71^{\circ}07'03''$  West 100 feet, a distance of 34.26 feet to a point of tangency; thence North  $00^{\circ}45'00''$  West 137.40 feet to a point; thence North  $89^{\circ}15'00''$  East 13.00 feet to a point; thence North  $00^{\circ}45'00''$  West 40.00 feet to the North line of property conveyed to Koechel by deed recorded in Book 2949, Page 77 of the St. Louis County Records; thence along said Koechel's Northern line North  $89^{\circ}15'00''$  East 396.77 feet to the Northwestern line of said Clarkson Road, as widened; thence along the Northwestern line of said Clarkson Road, as widened South  $30^{\circ}56'53''$  West 574.91 feet to the true point of beginning, and containing 2.9183 Acres, more or less.



# THE STERLING COMPANY

ENGINEERS, ARCHITECTS & PLANNERS  
COMPLETE PROFESSIONAL SERVICES

3480 HOLLENBERG DRIVE • BRIDGETON (ST. LOUIS COUNTY) MO. 63044 • (314) 739-0440

## LEGAL DESCRIPTION

**PROJECT:** Buil Moose Tube Executive Center  
**LOCATION:** Lot 2 Proposed  
**DESCRIPTION:**

**PAGE** 1 **OF** 1  
**DATE:** June 20, 1991  
**BY:** Gerald Wells

A tract of land in U.S. Survey 2002, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as follows:

Commencing at a point on the Northwestern line of Clarkson Road (Missouri State Highway 340) as established 60 feet wide by order of the County Court of St. Louis County, a certified copy of which order is recorded in Book 1145, Page 632 of the St. Louis County Records, said point being the Southeastern corner of Forest Meadows Plat Two, a subdivision recorded in Plat Book 237, Page 57 of the St. Louis County Records; thence along the East line of FOREST MEADOWS PLAT TWO North 03° 27'26" West 84.95 feet to the Northwestern line of Clarkson Road (Missouri State Highway 340), as widened by deed recorded in Book 8091, Page 78 of the St. Louis County Records; thence leaving said road line and running along the East line of FOREST MEADOWS PLAT TWO North 03°27'26" West 356.09 feet; thence continuing along said Eastern line South 89°05'46" West, 161.91 feet to a point, said point being on the Western line of U.S. Survey 2002, as aforementioned; thence along said U.S. Survey 2002 North 00°22'59" East 61.45 feet to the true point of beginning of the tract herein described; thence continuing along the West line of U.S. Survey 2002 North 00°22'59" East 460.00 feet to a point being the Northwestern corner of property conveyed to Koechel by Deed recorded in Book 2949, Page 77 of the St. Louis County Recors; thence along said Koechel's Northern line North 89°15'00" East 318.89 feet to a point; thence South 00°45'00" East 40.00 feet to a point; thence South 89°15'00" West 13.00 feet to a point; thence South 00°45'00" East 137.40 feet to a point of curve; thence Southwardly along a curve to the right, having a radius of 100 feet, a distance of 34.26 feet to a point; thence South 60°14'02" West 38.60 feet to a point; thence along a curve to the right, whose radius point bears North 60°14'02" West 15.00 feet, a distance of 23.14 feet to a point of reverse curve; thence Southwardly along a curve to the left, having a radius of 75.00 feet, a distance of 77.71 feet to a point of tangency; thence South 00°45'00" East 40.00 feet to a point of curve; thence Southwardly along a curve to the left, having a radius of 40.00 feet, a distance of 25.32 feet to a point of reverse curve; thence Southwardly along a curve to the right, having a radius of 40.00 feet, a distance of 25.32 feet to a point of tangency; thence South 00°45'00" East 58.15 feet to a point; thence South 89°15'00" West 248.66 feet to the true point of beginning and containing 2.9106 Acres, more or less.

## EXHIBIT A

## THE STERLING COMPANY

ENGINEERS, ARCHITECTS & PLANNERS  
COMPLETE PROFESSIONAL SERVICES

3460 HOLLENBERG DRIVE • BRIDGETON (ST. LOUIS COUNTY) MO. 63044 • (314) 738-0440

## LEGAL DESCRIPTION

PROJECT: Bull Moose Tube Executive Center  
 LOCATION: Proposed Common Ground  
 DESCRIPTION:

PAGE 1 OF 2  
 DATE: June 20, 1991  
 BY: Gerald Wells

A tract of land in U.S. Survey 2002, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as follows:

Commencing at a point on the Northwestern line of Clarkson Road (Missouri State Highway 340) as established 60 feet wide by order of the County Court of St. Louis County, a certified copy of which order is recorded in Book 1145, Page 632 of the St. Louis County Records, said point being the Southeastern corner of Forest Meadows Plat Two, a subdivision recorded in Plat Book 237, Page 57 of the St. Louis County Records; thence along the East line of FOREST MEADOWS PLAT TWO North 03°27'26" West 84.95 feet to the Northwestern line of Clarkson Road (Missouri State Highway 340), as widened by deed recorded in Book 8091, Page 78 of the St. Louis County Records and the true point of beginning of the tract herein described; thence leaving said road line and running along the East line of FOREST MEADOWS PLAT TWO North 03°27'26" West 356.09 feet; thence continuing along said Eastern line South 89°05'46" West, 161.91 feet to a point, said point being on the Western line of U.S. Survey 2002, as aforementioned; thence along said U.S. Survey 2002 North 00° 22' 59" East 61.45 feet to a point; thence leaving the said West line North 89° 15' 00" East 248.66 feet to a point; thence North 00° 45' 00" West 58.15 to a point of curve; thence Northwardly along a curve to the left, having a radius of 40.00 feet, a distance of 25.32 feet to a point of reverse curve; thence along a curve to the right, having a radius of 40.00 feet, a distance of 25.32 feet to a point of tangency; thence North 00° 45' 00" West 40.00 feet to a point of curve; thence Northwardly along a curve to the right, having a radius 75.00 feet, a distance of 77.71 feet to a point of reverse curve; thence Northwardly along a curve to the left, whose radius point bears North 31° 23' 07" West 15.00 feet, a distance of 23.14 feet to a point; thence North 60° 14' 02" East 38.60 feet to a point; thence South 35° 05' 41" East 17.55 to a point; thence Southwardly along a curve to the left, whose radius point bears South 35°05'41" East 20 feet, a distance of 7.57 feet to a point of compound curve; thence Southwardly along a curve to the left, having a radius of 150 feet, a distance of 88.95 feet to a point of tangency; thence South 00°45'00" East 39.79 feet to a point of curve; thence Southwardly along a curve to the right having a radius of 40 feet, a distance of 25.32 feet to a point of reverse curve; thence Southwardly along a curve to the left, having a radius of 40 feet, a distance of 20.25 feet to a point; thence South 59°03'07" East 175.94 feet to the Northwest line of Clarkson Road (Missouri State Highway 340),



# THE STERLING COMPANY

ENGINEERS, ARCHITECTS & PLANNERS  
COMPLETE PROFESSIONAL SERVICES

3460 HOLLENBERG DRIVE • BRIDGETON (ST. LOUIS COUNTY) MO. 63044 • (314) 739-0440

## LEGAL DESCRIPTION

**PROJECT:** Clarkson Executive Center  
**LOCATION:** Proposed Common Ground  
**DESCRIPTION:**

**PAGE** 2 **OF** 2  
**DATE:** June 20, 1991  
**BY:** Gerald Wells

as widened by deed recorded in Book 8091, Page 78 of the St. Louis County Records; thence along the Northwest line of said Clarkson Road, as widened, the following: South 30°56'53" West 189.56 feet, North 59°03'07" West 5.00 feet, and South 30°56'53" West 268.91 feet to the true point of beginning, and containing 1.8509 Acres, more or less.

CROSS-ACCESS EASEMENT AGREEMENT

THIS CROSS-ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991, by and between Clarkson Oaks Partnership (comprised of 3MBS, Inc., a Missouri corporation, MEG 87, L.P., a Missouri limited partnership and Rallo Partners III, a Missouri general partnership) (hereinafter collectively referred to as "Clarkson Oaks"), and BMT Holdings, Inc., (hereinafter referred to as "BMT"),

W I T N E S S E T H:

WHEREAS, Clarkson Oaks is the owner of that certain property in the County of St. Louis, State of Missouri, which is more particularly described on Exhibit A, attached hereto and made a part hereof ("Parcel 1"); and

WHEREAS, BMT is the owner of that certain property in the County of St. Louis, State of Missouri, which is more particularly described on Exhibit B, attached hereto and made a part hereof ("Parcel 2"); and

WHEREAS, Parcels 1 and 2 are contiguous and adjoining, and the parties hereto desire to provide, create and reserve certain rights, privileges and easements with respect to the common use of (a) a certain parking lot access driveway to be located on or about their respective parcels, and (b) parking areas and drives presently constructed, or to be constructed, on or about their respective parcels.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, including the promises, covenants and agreements herein contained, the parties agree as follows:

1. Each party ("Grantor") does hereby grant, convey and set over to the other party and their respective agents, representatives, tenants, subtenants, employees, invitees and licensees (collectively "Grantee") a perpetual non-exclusive right, privilege and easement on, over and across (a) those areas shown cross-hatched on Exhibit C, attached hereto and made a part hereof, and (b) all parking lots, drives and areas now or hereafter constructed on either of the Parcels (together with the cross-hatched areas on Exhibit C "Cross-Access Easements"). The Cross-Access Easements shall be for the purpose of providing vehicular and pedestrian ingress and egress to and from the respective Parcels, as well as for parking by tenants, subtenants, invitees, licensees, agents, representatives and employees of each Grantor. The land over which the Cross-Access Easements are granted is referred to as the "Easement Area."

2. Each Grantee of an easement herein shall indemnify, release, defend and hold harmless the Grantor from and against any and all loss, liability, cost or expense to property or person incurred in connection with the Grantee's exercise of said easement rights.

3. The Cross-Access Easements granted hereunder shall be appurtenant to the parcels benefitted by same, and shall be deemed covenants running with the land.

4. From and after the date hereof, Clarkson Oaks shall at its sole cost and expense, keep, maintain, replace and/or repair the parking area and drives (if and when constructed) located on or about Parcel 1. From and after the date hereof, BMT shall, at its sole cost and expense, keep, maintain, replace and/or repair the parking area and drives located on or about Parcel 2, and that portion of the Cross-Easement Area as depicted by cross-hatching on Exhibit C. At such time as any construction begins on Parcel 1 or ownership of said parcel is conveyed by Clarkson Oaks, the owner of Parcel 1 shall be responsible for one-half (1/2) of all costs associated with maintaining, repairing and/or replacing the Common Easement Area depicted by cross-hatching on Exhibit C.

5. (a) In the event that either party shall fail to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by it, including without limitation, any obligation to repair, replace or maintain ("Defaulting Party"), the other party ("Non-Defaulting Party") may send notice to the Defaulting Party stating the nature of the alleged default. In the event such default remains uncured for a period of thirty (30) days after receipt of such notice, or if such default be of a type which cannot be cured within such period, and (i) Defaulting Party has not commenced to cure the same within such period or (ii) is not diligently proceeding to cure same, and the Non-Defaulting Party thereafter elects to cure any default of the Defaulting Party, the Defaulting Party does hereby grant, convey and set over to the Non-Defaulting Party and its agents, representatives, employees and licensees a non-exclusive license to go on, over, across and upon the Defaulting Party's Parcel for the purpose of doing any acts reasonably necessary to cure said default.

(b) If under this Agreement, either party is compelled or elects to pay any sum of money or do any acts that require payment of money by reason of the Defaulting Party's failure or inability to perform any of the provisions of this Agreement to be performed by it, including without limitation, any amounts expended to cure a default as provided in Section 5(a) hereinabove, the Defaulting Party shall promptly upon demand reimburse said Non-Defaulting Party for such sums and all such sums shall bear interest from the date of demand until paid at the rate of 15% per annum. Said amount shall constitute an enforceable and foreclosable lien upon Defaulting Party's Parcel until paid.

(c) In the event that the Non-Defaulting party shall not elect to cure the default through its own efforts as set forth in this Paragraph 5, or in the event that the type and nature of a default is not susceptible of being cured through its efforts, the Non-Defaulting Party shall be entitled in addition to any other remedy available under this Agreement, or by law or at equity, to secure both temporary and permanent injunctions against the Defaulting Party to effect the compliance on the part of the Defaulting Party with the terms, conditions, reservations, restrictions and easements created herein.



6. The parties further agree as follows:

(a) This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal and personal representatives, and voluntary and involuntary successors and assigns of the parties hereto.

(b) Any notice provided herein shall be in written form and shall be by hand delivery or sent by certified mail with return receipt requested, and two (2) days following the date of mailing, or the date of actual hand delivery, shall be the date of giving notice. Notices so given shall be effective if mailed to the last known address.

(c) The charges and burdens of this Agreement, are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value effecting all or any part of Parcel 1, 2 or 3, or any improvements now or hereafter placed thereon.

(d) This Agreement represents all of the agreements of the parties with respect to the matters set forth herein and all past discussions, negotiations and agreements are merged into this Agreement.

(e) In the event that a party shall be obligated to secure the assistance of and service of legal counsel in an effort to enforce any term or condition hereunder, the prevailing party shall be entitled to recover against the other party all reasonable attorneys' fees, including without limitation, costs associated in enforcing this Agreement.

(f) One or more waivers of any covenant, term or condition hereof shall not be construed to act as a waiver of any subsequent breach of the same or any other covenant, term or condition hereof.

(g) This Agreement may not be amended or modified except in a written agreement (i) signed by all parties (or their successors) hereto, and (ii) recorded in the office of the St. Louis County, Missouri Recorder of Deeds.

(h) This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

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

CLARKSON OAKS PARTNERSHIP:

BMT HOLDINGS, INC.

BY: 3MBS, Inc.

By:

\_\_\_\_\_  
James O. Buehrig, Jr.  
Senior Vice President

By:

\_\_\_\_\_  
Charles Emmenegger  
President

BY: Rallo Partners III

By: \_\_\_\_\_  
Charles N. Rallo  
General/Managing Partner

By: \_\_\_\_\_  
Michael J. Rallo  
General Partner

BY: MEG 87, L.P.

By: \_\_\_\_\_  
James O. Buehrig, Jr.  
General Partner

AGREED AND CONSENTED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
1991.

CHIPPEWA FIRST FINANCIAL BANK

By: \_\_\_\_\_  
Name:  
Title:

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally  
appeared \_\_\_\_\_ to me known to be the person described  
in and who executed the foregoing instrument and acknowledged that he(she)  
executed the same as his(her) free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

BHS103/B



# THE STERLING COMPANY

ENGINEERS, ARCHITECTS & PLANNERS  
COMPLETE PROFESSIONAL SERVICES

3480 HOLLENBERG DRIVE • BRIDGETON (ST. LOUIS COUNTY) MO. 63044 • (314) 739-0440

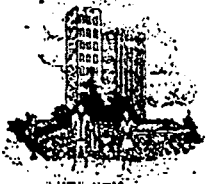
## LEGAL DESCRIPTION

PROJECT: Bull Moose Tube Executive Center  
LOCATION: Lot 1 Proposed  
DESCRIPTION:

PAGE 1 OF 1  
DATE: June 20, 1991  
BY: Gerald Wells

A tract of land in U.S. Survey 2002, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as follows:

Commencing at a point on the Northwestern line of Clarkson Road (Missouri State Highway 340) as established 60 feet wide by order of the County Court of St. Louis County, a certified copy of which order is recorded in Book 1145, Page 632 of the St. Louis County Records, said point being the Southeastern corner of FOREST MEADOWS PLAT TWO, a subdivision recorded in Plat Book 237, Page 57 of the St. Louis County Records; thence along the East line of FOREST MEADOWS PLAT TWO North 03°27'26" West 84.95 feet to the Northwestern line of Clarkson Road, (Missouri State Highway 340), as widened by deed recorded in Book 8091, Page 78 of the St. Louis County Records; thence along the Northwest line of said Clarkson Road, as widened, the following: North 30°56'53" East 268.91 feet, South 59°03'07" East 5.00 feet and North 30°56'53" East 189.56 feet to the true point of beginning of the tract herein described; thence North 59°03'07" West 175.94 feet to a point; thence Northwardly along a curve to the right, whose radius point bears South 83°29'08" East 40 feet, a distance of 20.25 feet to a point of reverse curve; thence Northwardly along a curve to the left, having a radius of 40 feet, a distance of 25.32 feet to a point of tangency; thence North 00°45'00" West 39.79 feet to a point of curve; thence Northwardly along a curve to the right, having a radius of 150 feet, a distance of 88.95 feet to a point of compound curve, thence Northwardly along a curve to the right, having a radius of 20 feet, a distance of 7.57 feet to a point; thence North 35°05'41" West 17.55 feet to a point; thence Northwardly along a curve to the left, whose radius point bears North 71°07'03" West 100 feet, a distance of 34.26 feet to a point of tangency; thence North 00°45'00" West 137.40 feet to a point; thence North 89°15'00" East 13.00 feet to a point; thence North 00°45'00" West 40.00 feet to the North line of property conveyed to Koechel by deed recorded in Book 2949, Page 77 of the St. Louis County Records; thence along said Koechel's Northern line North 89°15'00" East 396.77 feet to the Northwestern line of said Clarkson Road, as widened; thence along the Northwestern line of said Clarkson Road, as widened South 30°56'53" West 574.91 feet to the true point of beginning, and containing 2.9183 Acres, more or less.



# THE STERLING COMPANY

ENGINEERS, ARCHITECTS & PLANNERS  
COMPLETE PROFESSIONAL SERVICES

3460 HOLLENBERG DRIVE • BRIDGETON (ST. LOUIS COUNTY) MO. 63044 • (314) 739-0440

## LEGAL DESCRIPTION

PROJECT: Bull Moose Tube Executive Center  
LOCATION: Lot 2 Proposed  
DESCRIPTION:

PAGE 1 OF 1  
DATE: June 20, 1991  
BY: Gerald Wells

A tract of land in U.S. Survey 2002, Township 45 North, Range 4 East, St. Louis County, Missouri, and described as follows:

Commencing at a point on the Northwestern line of Clarkson Road (Missouri State Highway 340) as established 60 feet wide by order of the County Court of St. Louis County, a certified copy of which order is recorded in Book 1145, Page 632 of the St. Louis County Records, said point being the Southeastern corner of Forest Meadows Plat Two, a subdivision recorded in Plat Book 237, Page 57 of the St. Louis County Records; thence along the East line of FOREST MEADOWS PLAT TWO North 03° 27' 26" West 84.95 feet to the Northwestern line of Clarkson Road (Missouri State Highway 340), as widened by deed recorded in Book 8091, Page 78 of the St. Louis County Records; thence leaving said road line and running along the East line of FOREST MEADOWS PLAT TWO North 03° 27' 26" West 356.09 feet; thence continuing along said Eastern line South 89° 05' 46" West, 161.91 feet to a point, said point being on the western line of U.S. Survey 2002, as aforementioned; thence along said U.S. Survey 2002 North 00° 22' 59" East 61.45 feet to the true point of beginning of the tract herein described; thence continuing along the West line of U.S. Survey 2002 North 00° 22' 59" East 460.00 feet to a point being the Northwestern corner of property conveyed to Koechel by Deed recorded in Book 2949, Page 77 of the St. Louis County Records; thence along said Koechel's Northern line North 89° 15' 00" East 318.89 feet to a point; thence South 00° 45' 00" East 40.00 feet to a point; thence South 89° 15' 00" West 13.00 feet to a point; thence South 00° 45' 00" East 137.40 feet to a point of curve; thence Southwardly along a curve to the right, having a radius of 100 feet, a distance of 34.26 feet to a point; thence South 60° 14' 02" West 38.60 feet to a point; thence along a curve to the right, whose radius point bears North 60° 14' 02" West 15.00 feet, a distance of 23.14 feet to a point of reverse curve; thence Southwardly along a curve to the left, having a radius of 75.00 feet, a distance of 77.71 feet to a point of tangency; thence South 00° 45' 00" East 40.00 feet to a point of curve; thence Southwardly along a curve to the left, having a radius of 40.00 feet, a distance of 25.32 feet to a point of reverse curve; thence Southwardly along a curve to the right, having a radius of 40.00 feet, a distance of 25.32 feet to a point of tangency; thence South 00° 45' 00" East 58.15 feet to a point; thence South 89° 15' 00" West 248.66 feet to the true point of beginning and containing 2.9106 Acres, more or less.

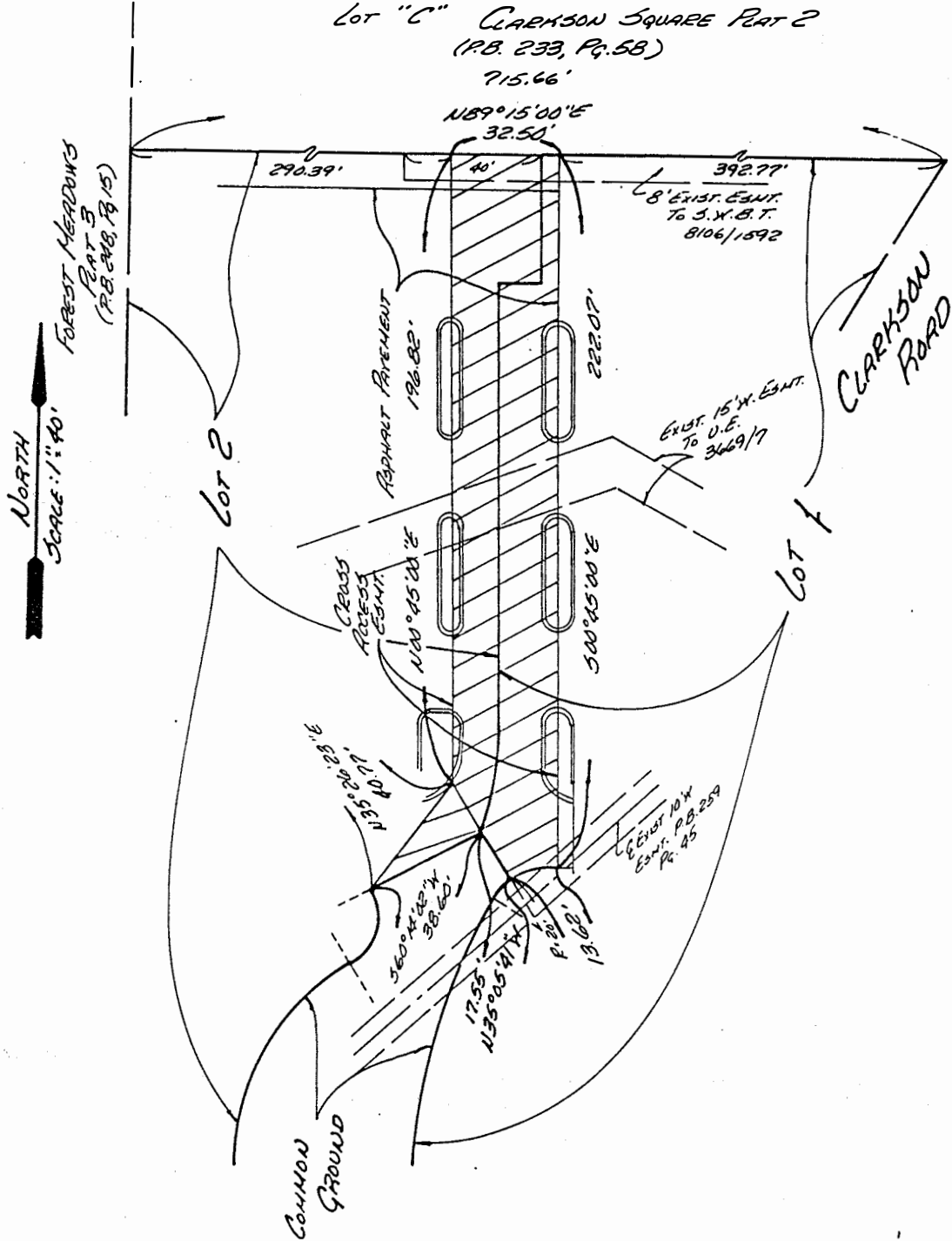


EXHIBIT "A"

INITIAL:

EASEMENT PLAT  
 PROPOSED BULL MOOSE TUBE EXECUTIVE CENTER  
 U.S. SURVEY 2002  
 T. 45 N., R. 4 E.  
 ST. LOUIS COUNTY, MISSOURI

ORDER NUMBER: 91 04 995

OFFICE OF THE STEERING ENGINEERING & SURVEYING CO., INC.

2100 W. HILSBURG DRIVE, BRIDGEVIEW, MISSOURI 63044

This is to certify that we have during the month of June, 1991 by order of Clarkson Oaks Partnership, made a survey and subdivision of a tract of land in U.S. Survey 2002, Township 45 North, Range 6 East, City of Chesterfield, St. Louis County, Missouri and the results of said survey and subdivision are represented on this plat, and the location of monuments installed or to be installed are correctly shown hereon. This survey meets Missouri Minimum Standards for Property Boundary Surveys.

IN WITNESS WHEREOF, I have signed and sealed the following day of June, 1991.

THE STEERING ENGINEERING AND SURVEYING COMPANY, INC.  
LARRY D. BELL  
Surveyor  
No. 200, L.S. 22143



We, the undersigned, owners of the tract of land herein plotted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as BULL MOOSE TUBE EXECUTIVE CENTER.  
The foregoing assessment shows herein is hereby dedicated to the present and future lot owners of BULL MOOSE TUBE EXECUTIVE CENTER, and their assigns for the purpose of access only.  
All common areas, such as cul-de-sac islands and divided street islands or median strips, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance only.  
This subdivision is subject to conditions and restrictions to be filed in Book \_\_\_\_\_ of the St. Louis County Records.  
Building lines as shown on this plat are hereby established. The 5 foot wide sidewalks, utility, and maintenance easements shown hereon are hereby dedicated to the City of Chesterfield, Missouri for public use forever.  
It is hereby certified that all existing easements are shown on this plat as of the date and date of recording of this plat.  
IN WITNESS WHEREOF, I have herewith set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

Clarkson Oaks Partnership, a Missouri General Partnership  
By: HEG-87 L.P., a Missouri Limited Partnership  
By: JMS, Inc., a Missouri Corporation  
By: James O. Buehrig, Jr., Vice President  
By: JMS, Inc., a Missouri Corporation  
By: James O. Buehrig, Jr., Vice President  
By: Balto Partners III, a Missouri General Partnership  
By: Charles H. Balto, General Partner  
By: Michael J. Balto, General Partner

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appeared James O. Buehrig, Jr., to me personally known, who being by me duly sworn, did say he is the President of HEG-87 L.P., a Missouri Corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of the Board of Directors, and said James O. Buehrig, Jr. acknowledged said instrument to be the free act and deed of said Corporation.  
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my material seal the day and year above written.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Charles H. Balto, to me personally known, who being by me duly sworn, did say he is the Vice President of JMS, a Missouri Corporation, and that the seal affixed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.  
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my material seal the day and year above written.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Michael J. Balto, to me personally known, who being by me duly sworn, did say he is the Vice President of Balto Partners III, a Missouri Corporation, and that the seal affixed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.  
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my material seal the day and year above written.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared Michael J. Balto, to me personally known, who being by me duly sworn, did say he is the Vice President of Balto Partners III, a Missouri Corporation, and that the seal affixed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed.  
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my material seal the day and year above written.

My Commission Expires: \_\_\_\_\_  
Notary Public

Notarized June 26, 1991  
To add additional signatures and receipt corrections

LARRY D. BELL  
Surveyor  
No. 200, L.S. 22143

# BULL MOOSE TUBE EXECUTIVE CENTER A TRACT OF LAND IN U.S. SURVEY 2002 T. 45N., R. 4E.

## ST. LOUIS COUNTY, MISSOURI C-B PLANNED COMMERCIAL DISTRICT (ST. LOUIS COUNTY ORD. NO. 12435)

This subdivision plat of BULL MOOSE TUBE EXECUTIVE CENTER was approved by the City Council for the City of Chesterfield by Ordinance No. \_\_\_\_\_ and thereby authorizes the recording of this plat with the St. Louis County Recorder of Deeds.

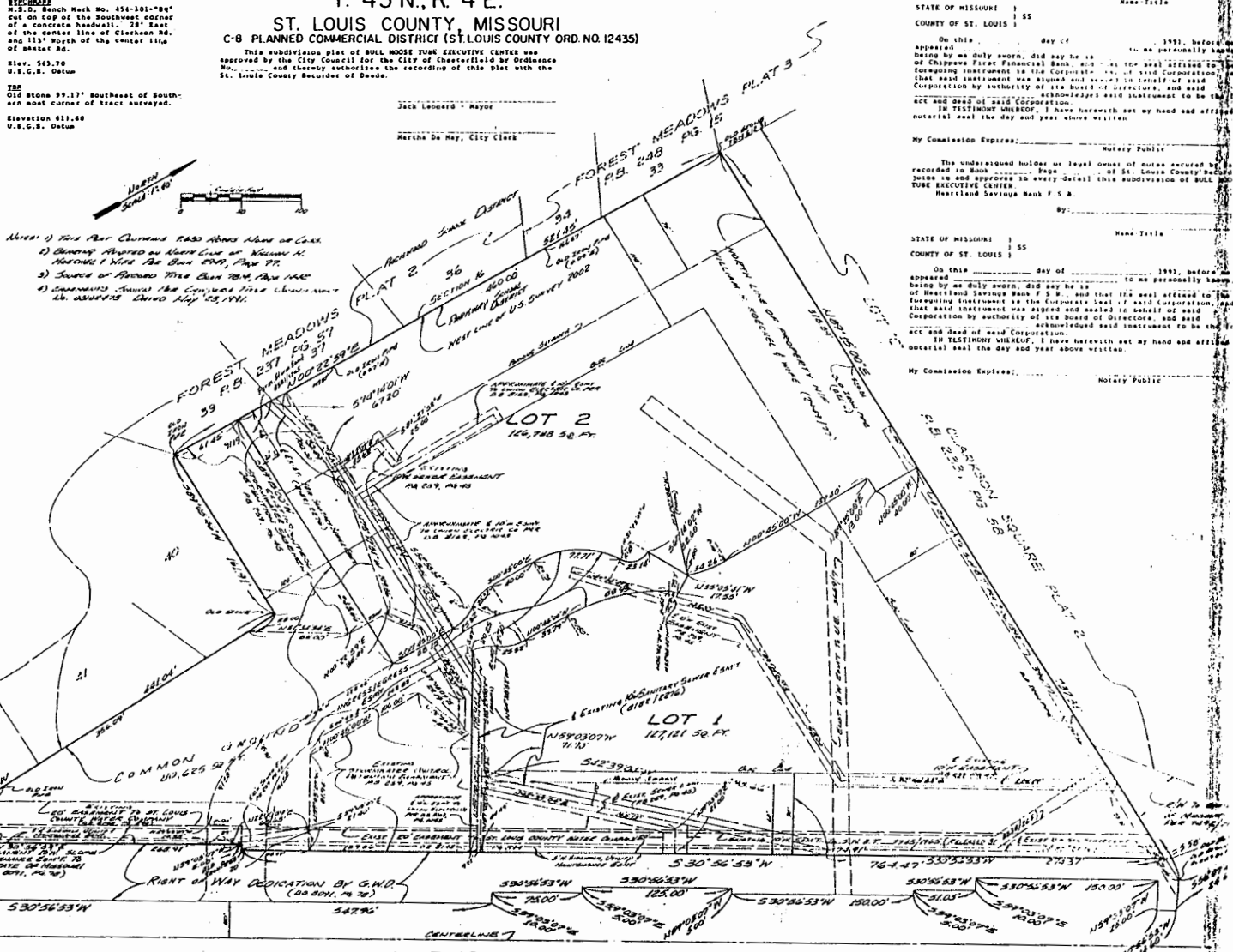
Jack Louwers - Mayor

Melba De May, City Clerk

RECORDED  
M.S.D. Bench Mark No. 451-101-780\* cut on top of the Southwest corner of a concrete roadway, 28' East of the center line of Clarkson Rd. and 115' North of the center line of street 70.  
Elev. 543.70  
U.S.C.S. Datum  
THE  
Old Stone 99.17' Southeast of South-east most corner of tract surveyed.  
Elevation 611.00  
U.S.C.S. Datum



- Notes: 1) This Plat Contains 1680 Acres More or Less
- 2) Bearings Adopted as Most Accurate of William H. Harrison's Plat for Book 100, Page 77.
- 3) Source of Original True Meridian Data 1842
- 4) Surveyed under the Common Time Convention in 1842/43



CLARKSON ROAD  
(MO. STATE HIGHWAY 340)

The undersigned holder or legal owner of notes secured by me recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of St. Louis County Records joins in and approves in every detail this subdivision of BULL MOOSE TUBE EXECUTIVE CENTER.  
Chesterfield Financial Bank

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appearing \_\_\_\_\_ to me personally known, being by me duly sworn, did say he is the President of Chesterfield Financial Bank, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.  
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my material seal the day and year above written.

My Commission Expires: \_\_\_\_\_  
Notary Public

The undersigned holder or legal owner of notes secured by me recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of St. Louis County Records joins in and approves in every detail this subdivision of BULL MOOSE TUBE EXECUTIVE CENTER.  
Horseshoe Savings Bank F.S.B.

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before me appearing \_\_\_\_\_ to me personally known, being by me duly sworn, did say he is the President of Horseshoe Savings Bank F.S.B., and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.  
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my material seal the day and year above written.

My Commission Expires: \_\_\_\_\_  
Notary Public