



AGENDA
CITY OF CREVE COEUR
PLANNING AND ZONING
300 NORTH NEW BALLAS RD
FEBRUARY 5, 2024
6:00 PM

CALL TO ORDER

ROLL CALL

Ms. Julie LaBonte (Chair)
Ms. Muriel Hall
Mr. Larry Potashnick
Ms. Marjorie Richter
Mr. AJ Wang
Ms. Rhonda O'Brien
Mr. Thomas Buelter

Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Megan Waller, Administrative Supervisor/Recording Secretary

ACCEPTANCE OF THE AGENDA

APPROVAL OF MINUTES

1. **January 16, 2024 Planning and Zoning Commission Draft Meeting Minutes**

PUBLIC COMMENT

An opportunity for members of the public to address the Planning and Zoning Commission regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

UNFINISHED BUSINESS

NEW BUSINESS

1. **PUBLIC HEARING. Application #24-003: Conditional Use Permit for Ali's Martial Arts Located at 11615 Olive Boulevard Suite C within the CityPlace Development**

Syeda Aania Hussain, of Ali's Martial Art, LLC, has submitted an application for a Conditional Use Permit for a martial arts studio, (NAICS 611620) to be located within the CityPlace development at 11615 Olive Boulevard, Suite C, in the "CB" Core Business zoning district. The 5,185 square foot space will require no exterior changes and will have the following hours: 4 PM to 9 PM, Monday-Friday, 9 AM to



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12 PM on Saturdays and closed on Sundays. The martial arts school will teach TaeKwonDo, self-defense, and basic workouts. Under Section 405.370, Table A of the Zoning Code, NAICS 611620 Sports and Recreation Instruction requires the issuance of a conditional use permit in the "CB" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

2. Application #24-004: Final Plat for the Subdivision of a 95.8 Acre Lot at 10300 Olive Boulevard into Seventeen New Lots Known as the Olia Village Creve Coeur Subdivision

Summary: Matt Pfund, of Jack Matthews Development, has submitted an application for Final Plat approval for the subdivision of the Olia Village "PMD" Planned Mixed-Use Development located at 10300 Olive Boulevard. The lot is 95.8 acres and will be subdivided into 17 individual lots with shared common ground. The purpose of the final subdivision plat is to establish a legal record of the subdivision in accordance with the provisions of Section 410.140.

WORK AGENDA

PENDING APPLICATIONS

- 1. Application #24-005: Site Development Plan for a Fence within a Front Yard Setback at 11304 Ladue Road**

DEPARTMENT REPORTS

ADJOURNMENT

Pursuant to Section 610.022 RSMo., the Planning and Zoning Commission could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.



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Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



**DRAFT MINUTES
CITY OF CREVE COEUR
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CALL TO ORDER

The meeting was called to order at 6:00 PM.

ROLL CALL

**Ms. Julie LaBonte (Chair)
Ms. Muriel Hall
Mr. Larry Potashnick
Ms. Marjorie Richter
Mr. AJ Wang
Ms. Rhonda O'Brien
Mr. Thomas Buelter**

**Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Bethany L. Moore, City Planner
Ms. Megan Waller, Administrative Supervisor/Recording Secretary**

ACCEPTANCE OF THE AGENDA

Mr. Wang made a motion to accept the agenda. Ms. Richter seconded. All in favor.

APPROVAL OF MINUTES

**1. December 18, 2023 Planning and Zoning Commission Draft Meeting
Minutes**

Mr. Wang made a motion to accept the December 18th, 2023 meeting minutes. Ms. Richter seconded. All in favor.

PUBLIC COMMENT

None

UNFINISHED BUSINESS

None

NEW BUSINESS



**DRAFT MINUTES
CITY OF CREVE COEUR
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6:00 PM**

1. Zoning Map Error Corrections

Mr. Jason Jaggi, Director of Community Development, stated that the zoning map was most recently done in 2019, and staff has since noticed errors that need correcting.

Mr. Jaggi stated that the property owner at 346 N Lindbergh Blvd recently inquired about the zoning of the property. He stated that staff realized that the property was shown zoned residential according to the zoning map but should be zoned GC - General Commercial according to actual ordinances.

Mr. Jaggi stated that the boundary line between Ladue and Creve Coeur should be updated on the 2019 map as the line is not displayed accurately.

Ms. LaBonte asked if properties are split by the City boundary line between municipalities. Mr. Jaggi confirmed that lots may be split by municipal boundary lines and stated that in most cases the municipality is determined by the County Assessor based on which side of the line the main structure sits on.

Ms. LaBonte asked how utilities are handled on split lots. Mr. Jaggi stated that the County Assessor assigns the municipality.

Ms. Richter asked if residents are aware that their lot may be split between two municipalities. Mr. Jaggi stated that they may not be aware and noted that they would pay taxes to whichever municipality the County assigned to the lot.

Mr. Wang made a motion to recommend approval of the zoning map corrections. Ms. Richter seconded. All in favor.

RESULT: Approved

MOVER: Wang

SECONDER: Richter

AYES: Julie LaBonte, AJ Wang, Rhonda O'Brien, Marjorie Richter

NAYS: None

**2. PUBLIC HEARING. #24-001: An Application for a Master Sign Plan
Amendment for the West Park Office Development Pursuant to Section
405.955 Master Sign Plans**

Those speaking to the request were sworn in.



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Mr. Dennis McIntire, 912 N Forrest Ln, Liberty, MO, stated that the application is for an amendment to the B&B Theaters' master sign plan.

Mr. McIntire stated that two banded signs are proposed on each side of the facade for a total of four new signs. He stated that the original request was for five signs, but after discussion with staff, this was reduced.

Ms. O'Brien had concerns regarding the visibility of the existing monument sign on the lot.

Ms. Bethany Moore, City Planner, stated that the request is to add four new building signs and update existing building and low monument signage.

Ms. Moore stated that the existing low monument sign and building signage were previously approved.

Ms. Moore stated that the total square footage of signage is 368.9 sqft.

Ms. Moore presented additional signage examples within Creve Coeur. She explained that the other movie theater in the City does not have a master signage plan and is limited to one sign only.

Ms. LaBonte asked if the landscaping could be reduced to increase visibility of the existing low monument sign. Ms. Moore stated that the existing shrub could be trimmed back.

Ms. LaBonte closed the public hearing.

Mr. Lumley offered the exhibits to the record.

Mr. Wang made a motion to recommend approval of the application as outlined in the draft ordinance. Ms. Richter seconded. All in favor.

RESULT: Approved MOVER: Wang SECONDER: Richter



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AYES: Julie LaBonte, AJ Wang, Rhonda O'Brien, Marjorie Richter NAYS: None
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WORK AGENDA

1. St. Louis County Boundary Commission 5 Year Map Plan

Mr. Jason Jaggi, Director of Community Development, stated that the City has the option to submit an annexation map plan to the County Boundary Commission every five years. He explained that this is due to be submitted in July 2024. He explained that if a plan is not submitted, the City would not be able to annex any land if opportunities became available in the next five year period.

Mr. Jaggi stated that staff would like the Commission's thoughts on the process and will come back at a later date with a proposal.

Mr. Jaggi stated that in past years, portions of Unincorporated St. Louis County to the north have been the focus.

Mr. Jaggi stated that no large annexations have happened in the City since the 1990s. He explained that challenges with annexation include revenues versus cost.

Ms. Richter asked why all of the unincorporated area to the North is not included. Mr. Jaggi stated that in the past, staff used the Ameren utility corridor. He also noted that staff researched subdivision boundaries to avoid splitting a subdivision.

Mr. Jaggi stated that the comprehensive plan recognizes positive attributes of continuing to submit to St. Louis County Boundary Commission.

Ms. Richter asked the downside of continuing to submit the plan and Ms. O'Brien wondered if there is an obligation to submit based on the Comprehensive Plan.

PENDING APPLICATIONS

1. Application #24-002: Preliminary Plat for 324 S. Mason Road Minor Subdivision



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**Application #24-003: Conditional Use Permit for Ali's Martial Arts Located
at 11615 Olive Boulevard, Suite C**

Application #24-004: Olia Village Final Plat at 10300 Olive Boulevard

DEPARTMENT REPORTS

Mr. Jaggi informed the commission of an MSD meeting for residents adjacent to Olia Village on January 24th.

ADJOURNMENT

The meeting adjourned at 7:07 PM.

Submitted by:

Recording Secretary

Chair



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION #24-003: CONDITIONAL USE PERMIT FOR ALI'S MARTIAL ARTS LOCATED AT 11615 OLIVE BOULEVARD SUITE C WITHIN THE CITYPLACE DEVELOPMENT

FOR THE MEETING OF: Monday, February 5, 2024.

LOCATION: 11615 Olive Boulevard, Suite C, within CityPlace

REQUEST: Syeda Aania Hussain, of Ali's Martial Art, LLC, has submitted an application for a Conditional Use Permit for a martial arts studio, (NAICS 611620) to be located within the CityPlace development at 11615 Olive Boulevard, Suite C, in the "CB" Core Business zoning district. The 5,185 square foot space will require no exterior changes and will have the following hours: 4 PM to 9 PM, Monday-Friday, 9 AM to 12 PM on Saturdays and closed on Sundays. The martial arts school will teach TaeKwonDo, self-defense, and basic workouts.

ADDITIONAL INFORMATION: Under Section 405.370, Table A of the Zoning Code, NAICS 611620 Sports and Recreation Instruction requires the issuance of a conditional use permit in the "CB" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

Key Issues:

- Does the request integrate with the existing surrounding uses?
- Does the request further or implement the goals of the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?

Creve Coeur 2030 Plan References

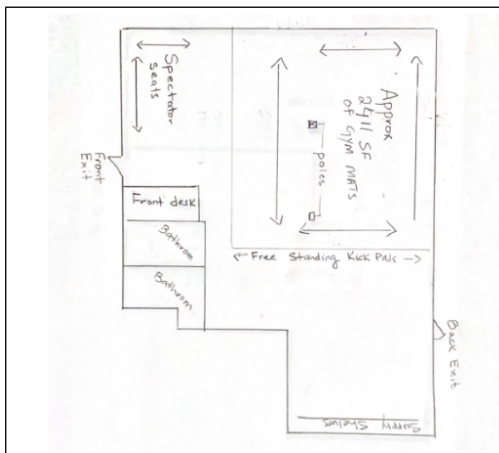
- MU-Mixed Use District
- CBD-Central Business District
- Design Guidelines

Zoning Code References

- Section 405.370: "CB"-Core Business District
- Section 405.470: Conditional Use Permit

APPLICANTS: Syeda Aania Hussain
Ali's Martial Arts, LLC
500 Kiefer Oak Court
Ellisville, MO 63021

OWNER: RNSI City Place Owner LLC
1 Towne Square, Suite 1600
Southfield, MI, 48076



REPORT PREPARED BY: Bethany L. Moore, AICP, City Planner

DATE: 1/31/2024

ATTACHMENTS: Applicant's Materials received December 28, 2023
Draft Ordinance

PROJECT DESCRIPTION

The Applicant is seeking approval for a Conditional Use Permit to operate a martial arts studio, Ali's Martial Arts, which falls under (NAICS 611620) Sports and Recreation Instruction, within the retail portion of the CityPlace development. Ali's Martial Arts will offer classes to teach TaeKwonDo, self-defense, and basic work outs which focus on discipline, self-control, perseverance, and help develop life skills to promote physical health and social interactions. The studio will be open during the hours of 4:00 PM to 9:00 PM Monday-Friday, 9:00 AM to 12 PM on Saturday and will be closed on Sundays. The applicant does not plan to make any exterior changes to the location. The tenant space's floor area is 5,185 square feet. There will be 3 employees during the busiest hours of operation.

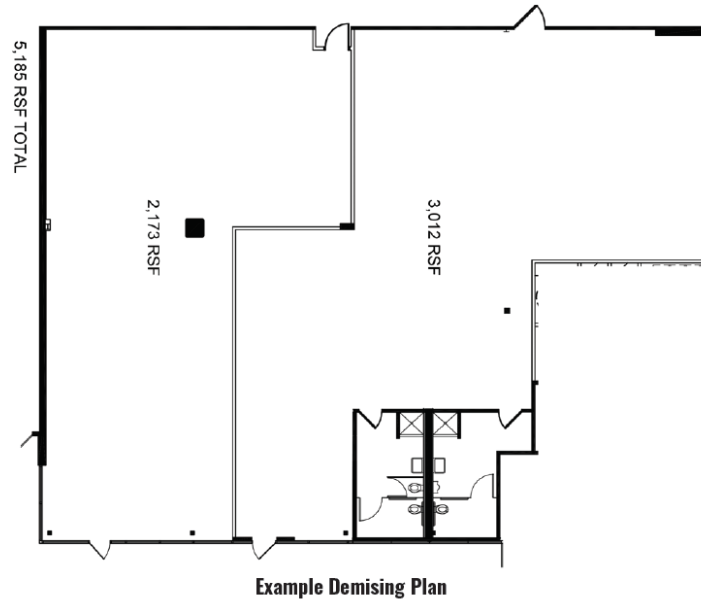


Figure 1: Existing tenant space.

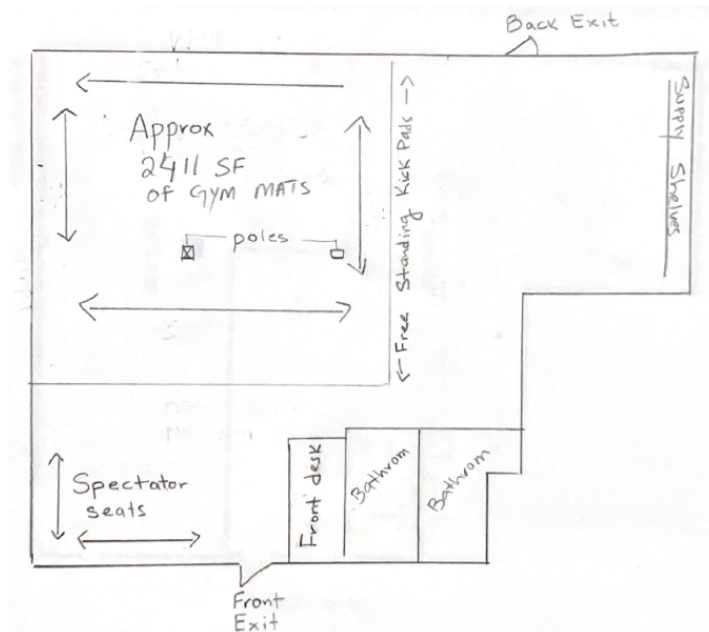


Figure 2: Proposed floor plan.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Office Buildings	"CB" Core Business	N/A
South	Retail	"CB" Core Business	Olive Boulevard
East	Retail	"CB" Core Business	City Place Drive
West	Retail	"CB" Core Business	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District that encourages a mix of uses, including retail, residential, government, and park uses and the Mixed-Use District which supports the development of a variety of medium-density commercial, retail, office, dining, community services, and multi-family residential on large development sites with centralized parking. The Applicant will be filling a vacant tenant space within the CityPlace Retail Center. Therefore, the request meets with the Goals and Objectives of the Comprehensive Plan, in as much as this project can provide.

ZONING REVIEW

Sports and Recreational Instruction uses (NAICS 611620) are allowed subject to a conditional use permit in the "PC," "GC," and "CB" zoning districts within the city and is a permitted "by right" use in the "LI" zoning district. The applicant is leasing an existing tenant space within the CityPlace Retail/Mixed-Use Development that includes a mixture of retail and office uses. No changes to the exterior of the building or site have been requested.

Parking:

In November of 2009, the owners of CityPlace entered into a campus-wide comprehensive reciprocal easement agreement (REA) providing for shared parking amongst all CityPlace subdivided parcels. The Retail/Mixed Use complex parking is provided through the operational requirements where all tenants within the retail/mixed use complex require employees to park behind the complex where there are three structured parking facilities within 100 feet, easily accessible to employees and patrons, where no less than 62 available spaces are designated for the retail use. The parking decks for CityPlace 1 (West) and CityPlace 3 have a combined 918 parking spaces, and the parking deck for CityPlace 1 (East) holds an additional 447 parking spaces. Staff have confirmed with the property management that this documented agreement is still in place.

Parking regulations for sports and recreational instruction are discussed under Section 405.820(H)(7)(a) Required Off-Street Parking Spaces: One (1) space per two hundred (200) square feet of floor area. Based on this, the required parking for Ali's Martial Arts is 26 parking spaces. The surface lot in front of the retail development provides for 281 parking spaces for the retail customers and there are the 62 spaces available in the parking garages under the REA. Also, delivery and company vehicles of the Retail/Mixed Use development are required to park behind the complex within the parking decks. As discussed in prior applications for this center throughout the years, the complex nature of the shared parking dynamic makes it difficult to account for each tenant's parking allotment, but the significant quantity of parking indicates that there should not be a problem created by this tenant filling a currently empty tenant space.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit appears to meet all of the requirements of the Zoning Ordinances and is not inconsistent with the goals and objectives of the Comprehensive Plan. If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions. The following conditions of approval are proposed by staff:

1. The Conditional Use Permit shall be for the operation of a 5,185 square foot sports and recreational instruction establishment (NAICS 611620) at 11615 Olive Boulevard, Suite C.
2. Hours of operation shall be 4:00 P.M. to 9:00 P.M., Monday through Friday, and 9:00 A.M. to 12:00 P.M. on Saturdays, closed on Sundays. Additional business hours may be permitted with the Zoning Administrator's approval.
3. Employee parking and company vehicles shall be parked behind the complex within the service area or structured parking deck in conformance with the CityPlace management's operational requirements.
4. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan as provided by Ordinance No. 5386.

ACTION

If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

The following is an example of an appropriate motion for this application:

"I move to recommend approval of Application #24-003 for a Conditional Use Permit for a martial arts studio for Ali's Martial Arts located at 11615 Olive Boulevard, Suite C subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of February 5, 2024" (conditions may be added, eliminated, or modified by preceding motion).

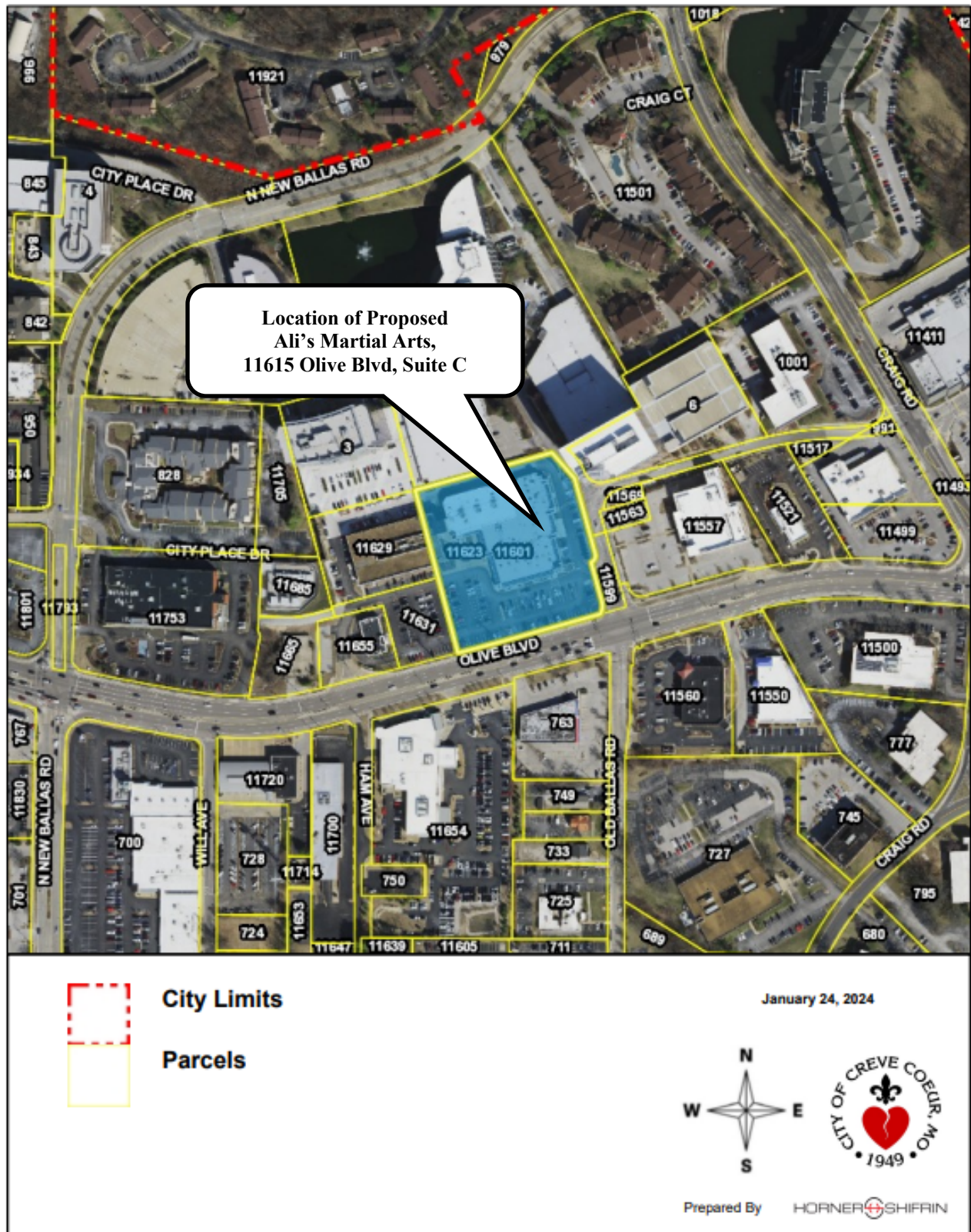
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS

	Description: Proposed location.
	Description: CityPlace complex.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE
PERMIT FOR A 5,185 SQUARE-FOOT SPORTS AND RECREATION INSTRUCTION
ESTABLISHMENT, FOR ALI'S MARTIAL ARTS, LOCATED AT 11615 OLIVE
BOULEVARD, SUITE C, WITHIN THE CITYPLACE DEVELOPMENT**

WHEREAS, under Section 405.370(C), sports and recreation instruction businesses in the "CB", Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Syeda Aania Hussain, of Ali's Martial Arts, LLC, submitted an application for a conditional use permit for a 5,185 square foot sports and recreation instruction facility, Ali's Martial Arts, at 11615 Olive Boulevard, within the CityPlace complex; and,

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, February 5, 2024, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and,

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a ____ vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on February 5, 2024; and,

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.
5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

BILL NO. _____

ORDINANCE NO. _____

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a sports and recreation instruction facility located at 11615 Olive Boulevard, in the “CB” Core Business zoning district, within the CityPlace complex, whose legal description is as follows:

PARCEL 7: Unit 2 of CITYPLACE CONDOMINIUM, a Retail Center Condominium, according to the plat thereof recorded in Plat Book 274, pages 48 and 49 of the St. Louis County, Missouri Records, together with the undivided share of the common elements appurtenant thereto, all according to and more particularly described in the Declaration of Condominium and By-Laws recorded in Book 8297, page 734, and subsequent amendments recorded in Book 8314, page 437, Book 8735, page 285, Book 8735, page 298, and Book 13541, page 182.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of a 5,185 square foot sports and recreational instruction establishment (NAICS 611620) at 11615 Olive Boulevard, Suite C.
2. Hours of operation shall be 4:00 P.M. to 9:00 P.M., Monday through Friday, and 9:00 A.M. to 12:00 P.M. on Saturdays, closed on Sundays. Additional business hours may be permitted with the Zoning Administrator’s approval.
3. Employee parking and company vehicles shall be parked behind the complex within the service area or structured parking deck in conformance with the CityPlace management’s operational requirements.
4. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan as provided by Ordinance No. 5386.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

BILL NO. _____ **ORDINANCE NO.** _____

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT
HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

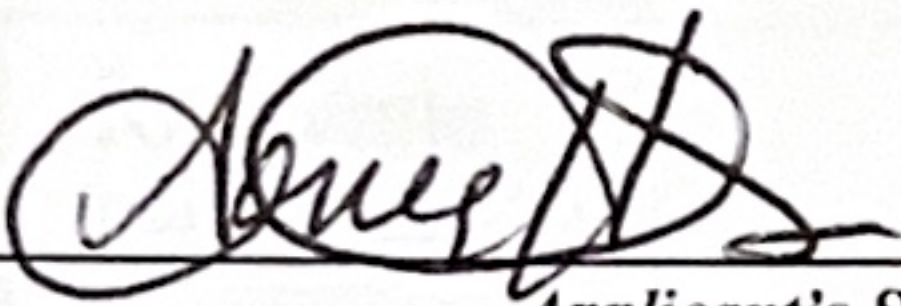
300 North New Ballas Road, Creve Coeur, Missouri 63141

Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION

CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
Name Syeda Aania Hussain	Name _____
Company (If Applicable) Ali's Martial Arts ,LLC.	Company (If Applicable) _____
Address 500 Kiefer Oak Ct	Address _____
Address Ellisville MO 63021	Address _____
Telephone # 314-550-8748	Telephone # _____
Fax # _____	Fax # _____
Email: alismartialartsata@gmail.com	Email: _____
 Applicant's Signature	 Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
Address 11615 Olive Blvd , Suite C	Name _____
Address Creve Couer , MO 63141	Company (If Applicable) _____
Development Name (if any) CB -Core Business District	Address _____
Current Zoning _____	Address _____
Prior CUP Approvals (if known) _____ _____ _____	Telephone # _____
	Fax # _____
	Email: _____
	 Owner's Signature

Description of Requested Use (attach additional sheets as needed)

General Description of Business: This will be a Martial Arts School , we will be teaching
TaeKwonDo , Self Defense , basic workouts .

Gross Floor Area – Existing and Proposed: Existing (5185SF) Proposed 2411 SF Mats

Number of Seats (for restaurant only): _____

Number of Employees at the busiest shift: 3

Hours of Operation: 4PM-9PM

Current or Most Recent Use of the Property: this property was a Boxing GYM

Will the applicant apply for a liquor license: Yes ☐ No ☒

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request for a conditional use permit should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included.

Submittal Checklist

☒ Rationale	☐ Building elevations for new construction
☒ Site plan	☐ Photographs of existing structures
☒ Access and parking plan; (may be shown on site plan)	☐ Materials samples
☐ Landscape plan	☐ Legal Description in Word format
☒ Floor plan	☐ Fees: \$250 (non-refundable)
☒ Electronic copies of all materials	☐ \$2000 (refundable deposit)
	☐ Other items as requested by staff

Preferred Public Hearing Date: Monday, 02 /05, 2024.

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

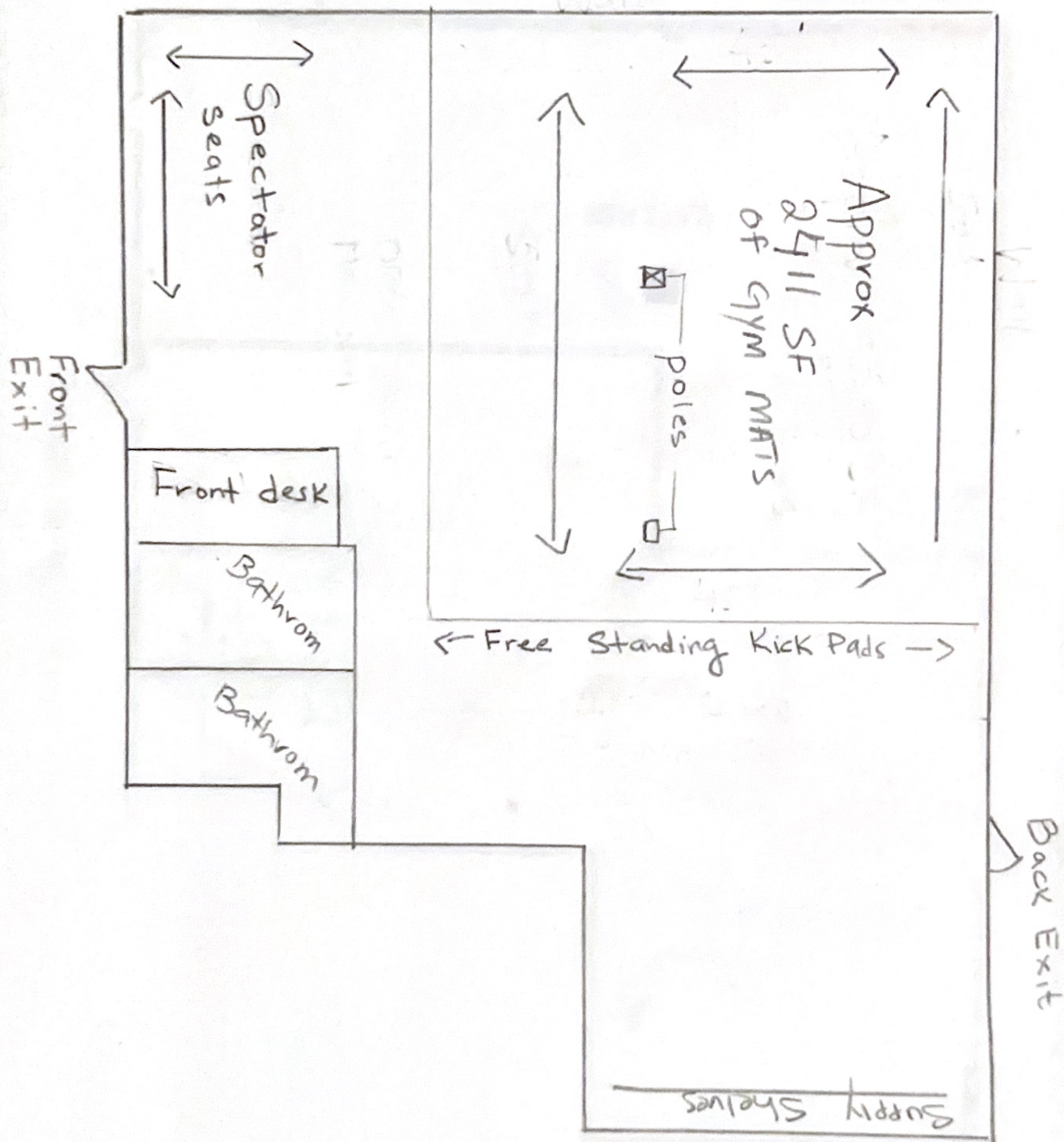
Office Use Only

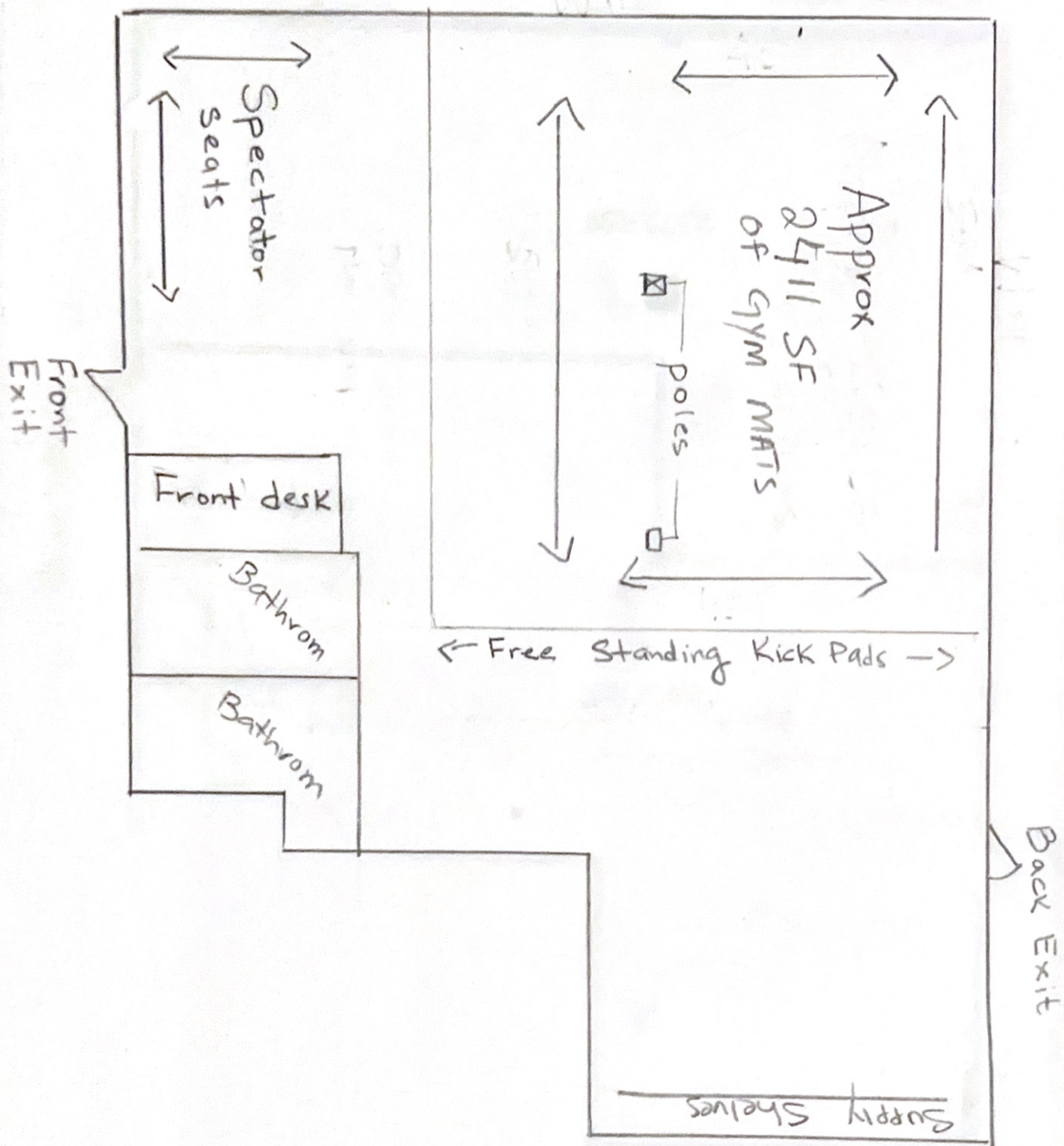
____ All Sections Complete
____ All Documents, incl. e-Copies
____ Fees Paid

Received By: _____

Date: _____

Revised: 7/22







Bethany Moore <bmoore@crevecoeurmo.gov>

Looking to lease this place for Martial arts school in City of Creve Coeur

Syeda Hussain <alismartialartsata@gmail.com>

Tue, Jan 2, 2024 at 12:24 PM

To: Bethany Moore <bmoore@crevecoeurmo.gov>

Hello Bethany,

Here is my short Rationale for our Martial Arts school. Please do let me know if this is fine.

At Ali's Martial Arts, LLC. we will be teaching Quality Life Skills to our Students. Our Training is focused on discipline, self-control, perseverance, and self-defense. This helps develop better Life skills, Better Physical health, and better Social Skills. We Also focus on Bully Prevention and promote a positive School and community environment. Our Instructors have years of experience and are certified for this. Our program includes warm-ups, routine exercises, and Forms as the students progress in their belt levels we start introducing Sparring and weapons forms.

Respectfully

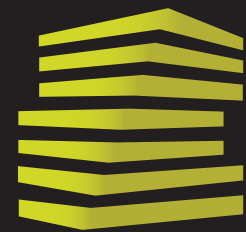
Syeda Aania Hussain (owner)
Ali's Martial Arts, LLC.
(314)550-8748

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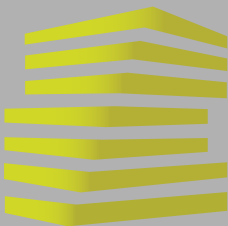
CITYPLACE

11601-11615 OLIVE BLVD & 11629-11647 OLIVE BLVD

CREVE COEUR, MO



LOCATION.
commercial real estate



CITY PLACE

NEIGHBORHOOD VIBE

ALEX APTER

314.818.1562 (OFFICE)

314.488.5900 (MOBILE)

Alex@LocationCRE.com

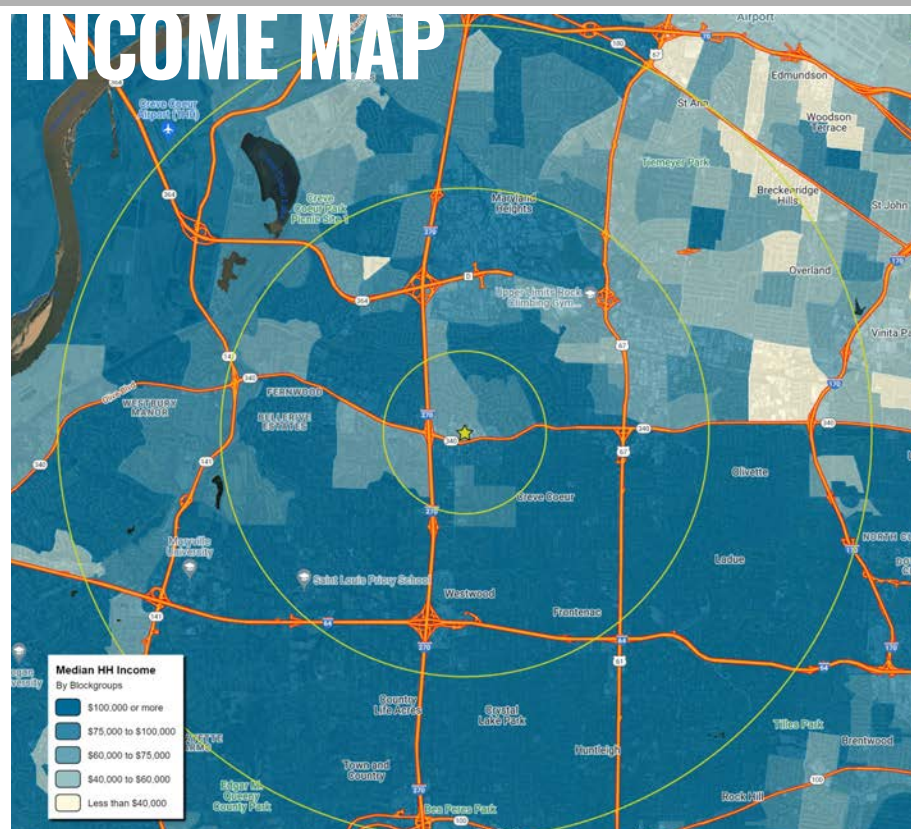
JOE LODES

314.818.1564 (OFFICE)

314.852.8234 (MOBILE)

Joe@LocationCRE.com

INCOME MAP



With a population of 17,833, Creve Coeur, Missouri is a premier community for business in the St. Louis area because of its central location, amenities and high quality of life. Interstate 270, Interstate 64 and other primary roadways connect the city to the region and Lambert-St. Louis International Airport is less than 12 miles away. The City of Creve Coeur's Standard & Poor bond rating is AAA, one of only four such rated cities in Missouri. The city is ranked 3rd highest in assessed value in St. Louis County.

Creve Coeur is a key node for technology, life sciences and health services in St. Louis. The city is home to Bayer Crop Science Division, the Nidus Center for Scientific Enterprise and the Donald Danforth Plant Center. Eight of the 25 largest IT consulting firms, two of the largest banks, two of the largest international companies in the St. Louis metropolitan area are located in Creve Coeur. Correctional Medical Services, Drury Hotels, Bayer and Isle of Capri Casinos are just a few of the companies that are headquartered in Creve Coeur; the American Association of Orthodontists is headquartered here as well. The city's top employers include Mercy Hospital, Bayer, Thomson Reuters and SSM Health Care. Bayer employs more than 4,000.



ANNUAL DEMOGRAPHICS

POPULATION	1 MILE	3 MILES	5 MILES
	9,482	58,851	162,061
HOUSEHOLD	1 MILE	3 MILES	5 MILES
	4,439	26,719	69,147
AVG HH INCOME	1 MILE	3 MILES	5 MILES
	\$153,502	\$172,435	\$174,159



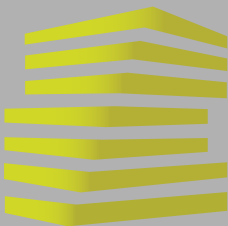
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CITY PLACE

SITE PLAN

ALEX APTER

314.818.1562 (OFFICE)

314.488.5900 (MOBILE)

Alex@LocationCRE.com

JOE LODES

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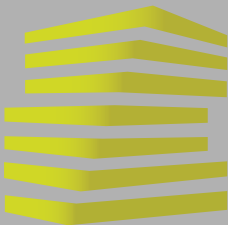
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1	YOGA SIX	2,848 SF
2	METRO IMAGING	3,183 SF
3	T-MOBILE	3,737 SF
4	CRUSHED RED	3,303 SF
5	NEW BALANCE	3,581 SF
6	IL BEL LAGO	6,200 SF
7	ESPN RADIO	
8A	ATHLETES UNLIMITED	9,256 SF
8B	CYCLE BAR	3,000 SF
8C	ORZO MEDITERRANEAN	2,000 SF
9A	DIAMONDS DIRECT	5,000 SF
9B	TREATS UNLEASHED	2,100 SF
9C	FIT FLAVORS	2,100 SF
9D	BEAUTY AND WELNESS ON OLIVE	2,743 SF
10	METRO IMAGING	4,676 SF
11	AVAILABLE (DIVISIBLE)	5,185 SF
12	POTBELLY	2,000 SF
13	CROWN OPTICAL	2,480 SF

- 5,185 SF FORMER FITNESS USE (DIVISIBLE)
- CENTRALLY LOCATED IN THE HEART OF THE CREVE COEUR BUSINESS DISTRICT IN FRONT OF CITY PLACE OFFICE CAMPUS WITH 1.2 MILLION SQUARE FEET OF OFFICE
- CREVE COEUR HAS THE THIRD HIGHEST DAYTIME POPULATION IN ST. LOUIS
- EXCELLENT VISIBILITY TO OVER 30,000 VPD ON OLIVE BLVD
- SITUATED BETWEEN MULTIPLE GROCERY STORES, DIERBERGS, SCHNUCKS AND TRADER JOE'S
- CALL BROKER FOR PRICING





CITY PLACE

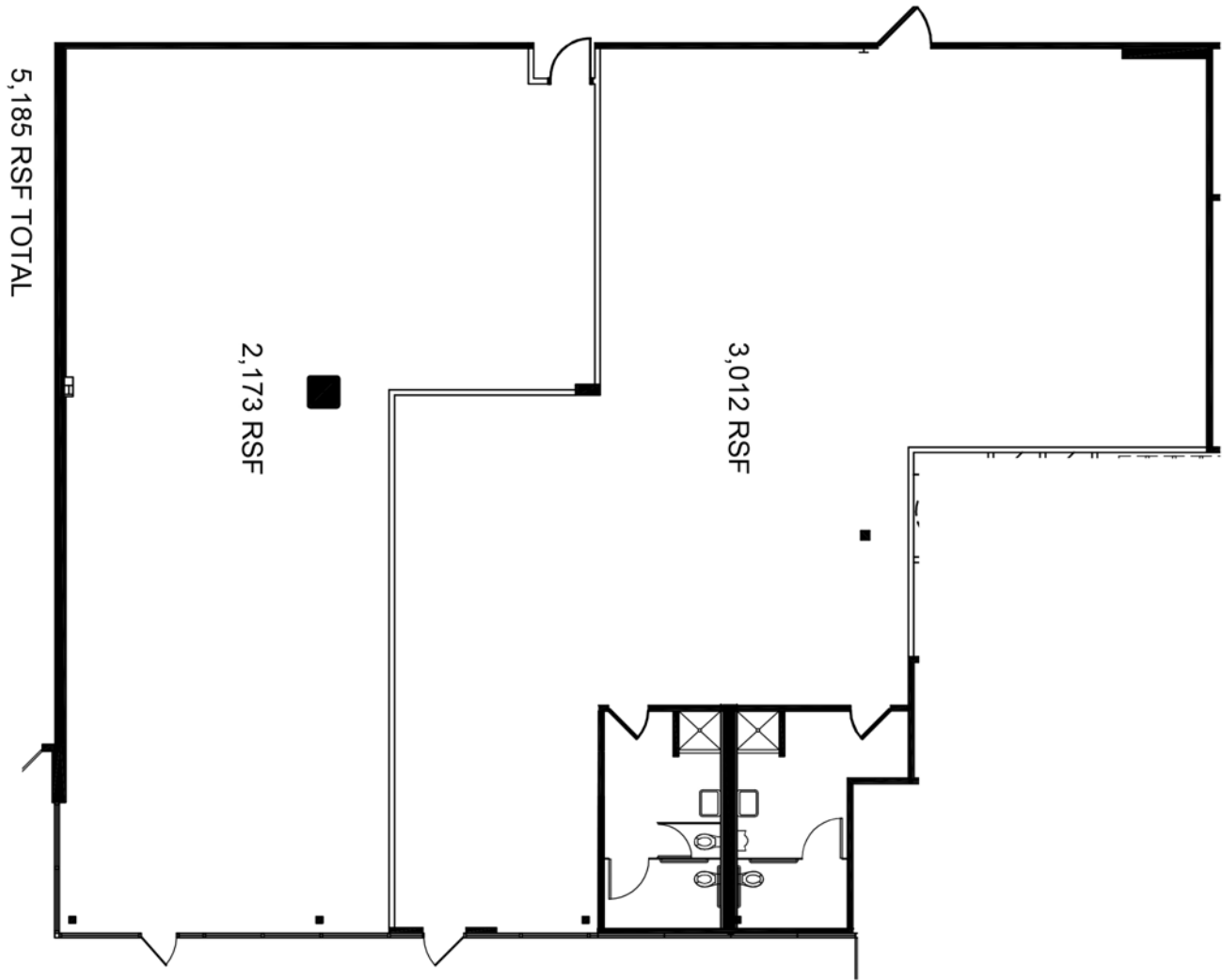
EXAMPLE DEMISING PLAN

ALEX APTER

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Example Demising Plan

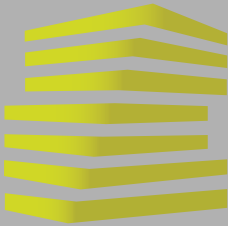


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CITY PLACE

ZOOM AERIAL

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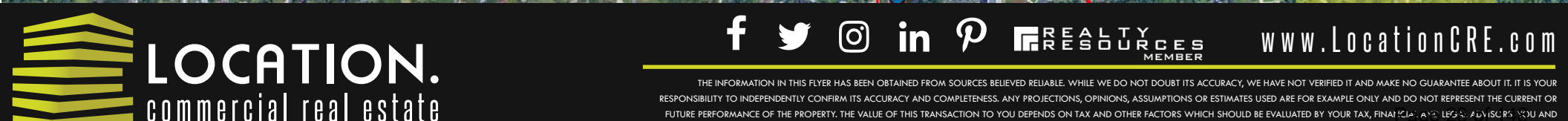
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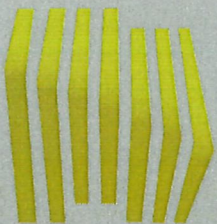
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CITY PLACE

SITE PLAN

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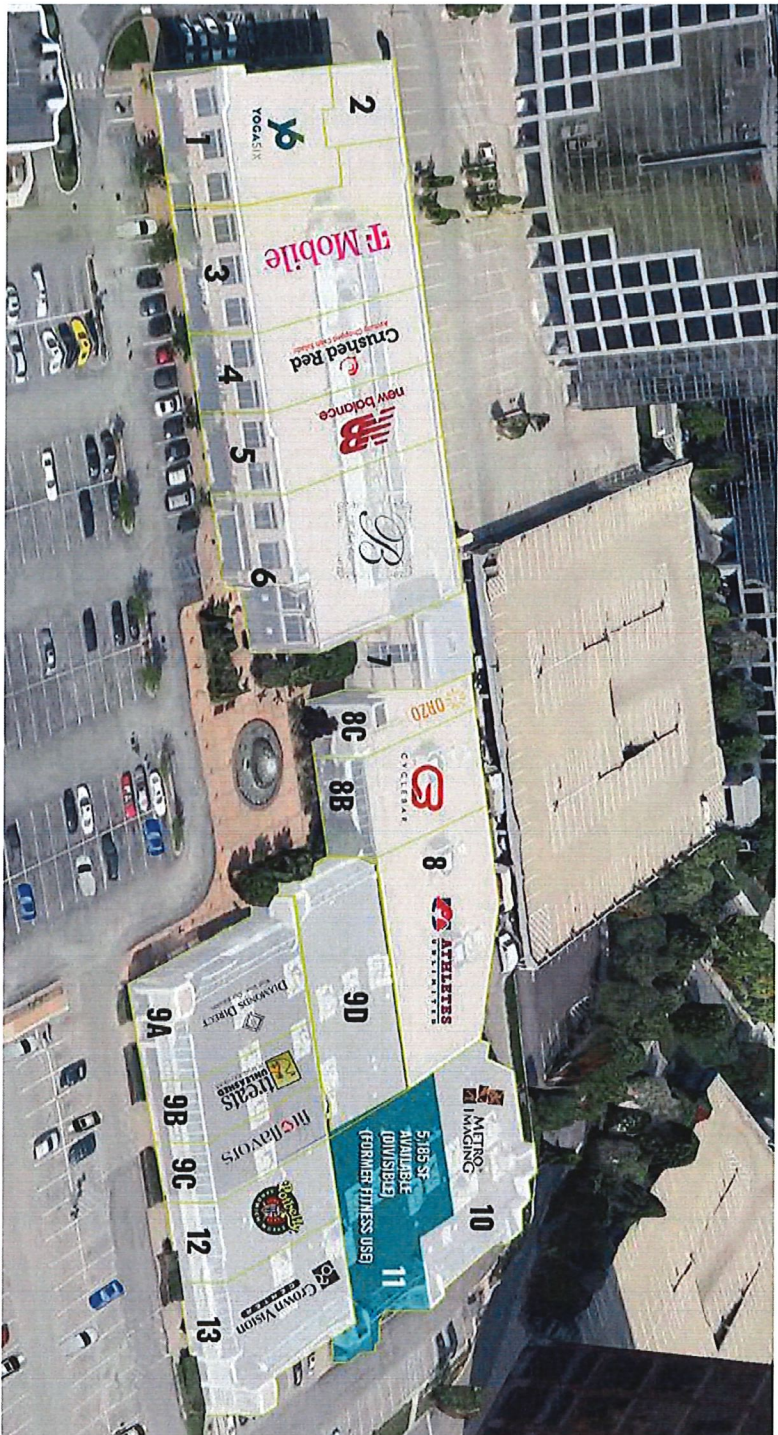
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- CALL BROKER FOR PRICING



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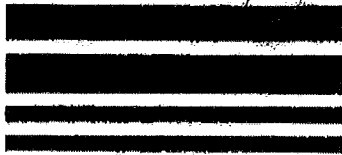


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* 2009112000867 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
AGRMT	CORNERSTONE OPPORTUNITY VENTURES LLC ET AL		
PROPERTY DESCRIPTION:	CITYPLACE L: 1 TO 10,15 PB: 355 PG: 43 W/O/P		

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES** of the **GRANTOR** and **GRANTEE** as well as the **DESCRIPTION** of the **REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00867

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 46 pages, (this page inclusive), was filed for record in my office on the 20 day of November 2009 at 04:08PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

MLM2
Deputy Recorder



Janice M. Hammonds
St. Louis County, Missouri

Mail to:

Destination code: 3031 P

RECORDING FEE 156.00
(Paid at the time of Recording)

45
✓

Space above line reserved for Recorder's Use

Name of Document:	Amended and Restated Reciprocal Easement and Restriction Agreement
Date of Document:	November 19, 2009
Grantor/Grantee: Address:	Cornerstone Opportunity Ventures, LLC One CityPlace Drive, Suite 540 Creve Coeur, Missouri 63141
Grantor/Grantee: Address:	Cornerstone VI, LLC One CityPlace Drive, Suite 540 Creve Coeur, Missouri 63141
Grantor/Grantee: Address:	Swansea Acquisitions, LLC One CityPlace Drive, Suite 540 Creve Coeur, Missouri 63141
Grantor/Grantee: Address:	CP North I, LLC One CityPlace Drive, Suite 540 Creve Coeur, Missouri 63141
Grantor/Grantee: Address:	CP North II, LLC One CityPlace Drive, Suite 540 Creve Coeur, Missouri 63141
Grantor/Grantee: Address:	CityPlace Condominium Association One CityPlace Drive, Suite 540 Creve Coeur, Missouri 63141
Grantor/Grantee: Address:	Cornerstone North, LLC One CityPlace Drive, Suite 540 Creve Coeur, Missouri 63141
Grantor/Grantee: Address:	McDonald's Real Estate Company One McDonald's Place Oak Brook, Illinois 60523 Attn: Director, US Legal Department #091

L/C 024-1133

Legal Description:

See Exhibit A attached hereto on Page 34.

Reference Information:

Book 7648, Page 1814, Book 8297, Page 817; Book 8297, Page 800, Book 8297, Page 806; Book 8735, Page 305; Book 10396, Page 2269; Book 13451, Page 189; Book 16436, Page 32; Book 16436, Page 57; Book 16436, Page 86; Book 16436, Page 117; Book 16391, Page 338; Plat Book 355, Pages 43-46; all recorded in the Real Property Records for St. Louis County, Missouri

After recording return to:
The Koman Group, L.L.C.
One CityPlace Drive, Suite 540
Creve Coeur, Missouri 63141
Attention: General Counsel

RECIPROCAL EASEMENT AND RESTRICTION AGREEMENT

This RECIPROCAL EASEMENT AND RESTRICTION AGREEMENT (as the same may be amended or modified after the date hereof, this "Agreement"), dated as of November 19, 2009, is made and entered into by and between **CORNERSTONE OPPORTUNITY VENTURES, LLC**, a Delaware limited liability company ("COV"), **CP NORTH I, LLC**, a Missouri limited liability company ("CP North I"), **CP NORTH II, LLC**, a Missouri limited liability company ("CP North II"), **CORNERSTONE NORTH, LLC**, a Missouri limited liability company ("Cornerstone North"), **MCDONALD'S REAL ESTATE COMPANY**, a Delaware Corporation ("McDonald's"), **CORNERSTONE VI, LLC**, a Missouri limited liability company ("CP 6"), **SWANSEA ACQUISITIONS, LLC**, a Missouri limited liability company ("Swansea"), and the **CITYPLACE CONDOMINIUM ASSOCIATION** (the "Condo Association"), an unincorporated association which is comprised solely of COV and Swansea. The following recitals form the basis for this Agreement and are made a material part hereof:

WHEREAS, COV is the owner of those certain tracts of land located in Creve Coeur, Missouri, with the buildings and improvements now or hereafter put thereon, being known as and numbered CityPlace 1 shown as Lot 2 on the Subdivision Plan (said Lot 2, less and excluding the COV Lot 7 Tract and the Exempted Tract, as shown on Exhibit C and discussed hereinbelow, is hereinafter referred to as "CP1 Parcel"), CityPlace 2 shown as Lot 1 on the Subdivision Plan ("CP2 Parcel"), CityPlace 3 shown as Lot 3 on the Subdivision Plan ("CP3 Parcel"), CityPlace 4 shown as Lot 15 on the Subdivision Plan ("CP4 Parcel"), CityPlace Retail shown as Lot 4 on the Subdivision Plan ("CP Retail Parcel"), The Oaks shown as Lot 10 on the Subdivision Plan ("Oaks Parcel"), Unit number 2 of the CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 (the "Condominium") and located on that certain tract of land shown as Lot 6 on the Subdivision Plan (the "Condo Parcel Unit 2") (collectively the "COV Parcels"); and

WHEREAS, the Condo Association is the owner of the common areas of the Condominium located on Lot 6 of the Subdivision Plan (the "Condo Parcel Common Areas"); and

WHEREAS, Swansea is the owner of condominium unit number 1 of the Condominium ("Condo Parcel Unit 1"); and

WHEREAS, CP North II is the owner of that certain tract of land shown as Lot 5 on the Subdivision Plan ("Lot 5"); and

WHEREAS, CP 6 is the owner of a net leasehold interest in and to that certain tract of land shown as Lot 9 on the Subdivision Plan (the "CP6 Parcel"), which leasehold interest grants CP6 full and exclusive use and occupancy of the CP6 Parcel with exclusive rights to execute and grant this Agreement and the rights conveyed herein; and

WHEREAS, CP North I, COV and Cornerstone North are the owners of three tracts of land described as follows: (1) shown as Lot 7 on the Subdivision Plan, (2) shown on Exhibit C, as the "COV Lot 7 Tract", and (3) described as the "BP Tract" on Exhibit A and identified on Exhibit C, respectively (collectively, (1) and (2) are referred to herein as "Future Lot 7"); and

WHEREAS, McDonald's is the owner of that certain tract of land shown as Lot 8 on the Subdivision Plan ("Lot 8"); and

WHEREAS, the foregoing COV Parcels, the Condo Parcel Common Areas, the Condo Parcel Unit 1, Lot 5, Future Lot 7, Lot 8 and the CP6 Parcel comprise the collection of office and retail buildings

commonly known as CityPlace Main Campus (collectively the "Main Campus") which is more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, some or all of the Parcels and the Main Campus are subject to the following easement agreements and declarations (collectively, the "Original RERAs").

- Access Easement dated as of April 14, 1988 and recorded in Book 8297, at Page 806 of the St. Louis County, Missouri, Records.
- Easement Agreement, dated as of May 16, 1984, and recorded in Book 7648, at Page 1814 of the St. Louis County, Missouri, Records.
- Ingress and Egress Easement recorded April 14, 1988, and recorded in Book 8297, at Page 800 the St. Louis County, Missouri, Records.
- Declaration of Easements and Agreements recorded April 14, 1988 and recorded in Book 8297, at Page 817 of the St. Louis County, Missouri, Records; as amended by Amendment to Declaration of Easements and Agreements recorded in Book 8735, at Page 305 of the St. Louis County, Missouri, Records.
- Reciprocal Easement and Restriction Agreement dated as of December 28, 1994 and recorded in Book 10396, at Page 2269 of the St. Louis County, Missouri, Records as amended pursuant to document recorded at Book 13451, Page 189.
- Reciprocal Easement and Restriction Agreement dated as of March 24, 2005 and recorded in Book 16436, at Page 32 of the St. Louis County, Missouri, Records.
- Reciprocal Easement and Restriction Agreement dated as of March 24, 2005 and recorded in Book 16436, at Page 57 of the St. Louis County, Missouri, Records.
- Reciprocal Easement and Restriction Agreement dated as of March 24, 2005 and recorded in Book 16436, at Page 86 of the St. Louis County, Missouri, Records.
- Reciprocal Easement and Restriction Agreement dated as of March 24, 2005 and recorded in Book 16436, at Page 117 of the St. Louis County, Missouri, Records.
- Easement Agreement dated as of February 22, 2005 and recorded in Book 16391, at Page 338 of the St. Louis County, Missouri, Records; and

WHEREAS, the Owners each desire to amend, restate and terminate the Original RERAs, to make integrated use of the Property (as defined below) and to grant to each other certain easements over and across the Property, all on the terms and subject to the conditions herein.

NOW THEREFORE, in consideration of the foregoing recitals, the agreements and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Definitions: The following capitalized terms shall have the meanings given for each:

"Access Easement Area" means, collectively, the access easement areas, including the Future Access Easement Area, depicted on Exhibit B, attached hereto and incorporated herein by

reference, as the same may be improved, modified or altered after the date hereof with the consent of the Owners.

"Access Road" means the roadways, sidewalks, appurtenant lighting and landscaping, located over and across the Access Easement Area, as the same may be improved, modified or altered after the date hereof with the consent of the Owners.

"Allocable Share" means the Common Elements Allocable Share and/or the Limited Common Elements Allocable Share, as applicable.

"BP Tract" shall mean that tract of land shown and identified as the BP Tract on Exhibit C, attached hereto and incorporated herein by reference, which BP Tract is included in the Future Lot 7.

"Common Drainage" means the Detention Pond and the Drainage Improvements to the extent utilized by more than one Parcel, as the same may be modified or altered after the date hereof with the consent of the Owners.

"Common Elements" means the Access Road, Detention Pond, Common Drainage and Common Utility Lines, as the same may be modified or altered after the date hereof with the consent of the Owners.

"Common Elements Allocable Share" means, the percentage for each Parcel set forth below:

CP1 Parcel:	25.86%;
CP2 Parcel:	10.61%;
CP3 Parcel:	19.01%;
CP4 Parcel:	9.26%;
CP6 Parcel:	19.50%;
CP Retail Parcel:	4.45%;
Oaks Parcel:	6.88%;
Condo Unit 1:	1.28%;
Condo Unit 2:	2.50%;
Lot 5:	0.35%; and
Lot 8:	0.29%.

Provided, however, upon issuance of a final certificate of occupancy for the development to be construction on Future Lot 7, the foregoing calculations of Common Elements Allocable Share shall be re-calculated to adjust for such construction. The re-calculation shall follow the same formula for calculating the foregoing initial share values: (a) the applicable Parcel's total square footage of building space as determined by an independent architect selected by the CP1 Owner applying BOMA standards for interior space measurement; divided by (b) the total square footage of building space contained within all Parcels. All Owners shall promptly cooperate with the CP1 Owner's re-calculation of building space square footage. Following re-calculation by the CP1 Owner, an amendment to this Agreement identifying the adjusted Common Elements Allocable Share shall be executed by all Owners and recorded in the real property records for St. Louis County. Each Owner shall be entitled to a copy of the architect's findings in connection with determining building square footage, however the determination of the architect shall be final.

"Common Elements Expenses" means the cost incurred to maintain and operate the Common Elements including the cost of utilities, insurance, repair and replacement, provided that, such

expenses shall only include capital expenditures as provided in Section 11 hereof and management/administrative fees that are customary within the greater St. Louis leasing area.

"Common Utility Lines" means Utility Lines existing on the date hereof or hereafter constructed as permitted herein serving more than one Parcel and which have not been dedicated or are required to be dedicated to an applicable public utility company, as the same may be modified or altered after the date hereof with the consent of the Owners affected by the applicable Common Utility Line. Notwithstanding the foregoing, the Looped Multi-Feed Water System which is the subject of that certain Looped Multi-Feed Water System Use Restrictions recorded at Book 17701, Page 5299, shall be maintained in accordance with the terms set forth in the Maintenance Agreement dated October 16, 2007, recorded in Book 17701, Page 5308, and excluded from the definition of Common Utility Lines.

"Condo Unit 1 Owner" means, as of any date, the owner or owners of fee simple title to the Condo Parcel Unit 1 on such date. On the date hereof, Swansea is the Condo Unit 1 Owner.

"Condo Unit 2 Owner" means, as of any date, the owner or owners of fee simple title to the Condo Parcel Unit 2 on such date. On the date hereof, COV is the Condo Unit 2 Owner.

"Condo Common Area Owner" means, as of any date, the owner or owners of fee simple title to the Condo Parcel Common Area on such date. On the date hereof, the Condo Association is the Condo Common Area Owner.

"COV Lot 7 Tract" means that portion of Lot 2 on the Subdivision Plan shown and identified on Exhibit C, attached hereto and incorporated herein by reference, which COV Lot 7 Tract is expressly excluded from the CP1 Parcel and included in the Future Lot 7.

"CP1 Owner" means, as of any date, the owner or owners of fee simple title to the CP1 Parcel on such date. On the date hereof, COV is the CP1 Owner.

"CP2 Owner" means, as of any date, the owner or owners of fee simple title to the CP2 Parcel on such date. On the date hereof, COV is the CP2 Owner.

"CP3 Owner" means, as of any date, the owner or owners of fee simple title to the CP3 Parcel on such date. On the date hereof, COV is the CP3 Owner.

"CP4 Owner" means, as of any date, the owner or owners of fee simple title to the CP4 Parcel on such date. On the date hereof, COV is the CP4 Owner.

"CP6 Owner" means, as of any date, the owner or owners of fee simple title to the CP6 Parcel on such date. On the date hereof, St. Louis County, Missouri is the CP6 Owner and CP6 is subject to and entitled to all of the rights, duties and obligations of the CP6 Owner set forth herein.

"CP Retail Owner" means, as of any date, the owner or owners of fee simple title to the CP Retail Parcel on such date. On the date hereof, COV is the CP Retail Owner.

"Detention Pond" means the pond located on CP1 Parcel as the same may be improved, modified or altered after the date hereof with the consent of the affected Owners.

"Drainage Improvements" means all lines, conduits, pipes, storm water detention facilities and other storm water drainage improvements reasonably necessary for the development of first-class commercial office buildings on the Property and as currently located on the Parcels and as the same

may be improved, modified or altered after the date hereof with the consent of the affected Owners.

"Easement Areas" means any area upon which an easement is granted herein.

"Exempted Tract" shall mean that portion of Lot 2 on the Subdivision Plan shown and identified on Exhibit C, attached hereto and incorporated herein by reference, which Exempted Tract is expressly excluded from the rights, duties, obligations and encumbrances set forth in this Agreement and is hereby expressly removed from the rights, duties, obligations and encumbrances imposed under the Original RERAs.

"Expenses" means the Common Elements Expenses and/or the Limited Common Elements Expenses, as applicable.

"First Mortgagee" means the holder, from time to time, of any first priority deed of trust affecting title to any or all of the Parcels; and "First Mortgagees" means all of them.

"Future Access Easement Area" means that portion of the Access Easement Area not currently owned by any of the Owners and identified on Exhibit B, attached hereto and incorporated herein by reference, which Future Access Easement Area shall become a portion of the Access Easement Area automatically upon its acquisition by any one of the Owners.

"Future Lot 7 Owner" means, as of any date, the owner or owners of fee simple title to Future Lot 7 on such date. On the date hereof, CP North I and Cornerstone North, LLC are, collectively, the Future Lot 7 Owner.

"Limited Common Elements" means an applicable Parking Garage, which shall be a limited common element for those Parcels granted a Parking Easement in any such Parking Garage pursuant to this Agreement.

"Limited Common Elements Allocable Share" means, a percentage equal to a fraction of which the numerator is the number of parking spaces allocated or reserved to any particular Parcel pursuant to a Parking Easement and the denominator of which is the total amount of parking spaces in the applicable Parking Garage and/or burdened Parcel.

"Limited Common Elements Expenses" means the cost incurred to maintain and operate the Limited Common Elements including the cost of utilities, insurance, repair and replacement, provided that, such expenses shall only include capital expenditures as provided in Section 11 hereof and management/administrative fees that are customary within the greater St. Louis leasing area.

"Lot 5 Owner" means, as of any date, the owner or owners of fee simple title to Lot 5 on such date. On the date hereof, CP North II is the Lot 5 Owner.

"Lot 8 Owner" means, as of any date, the owner or owners of fee simple title to Lot 8 on such date. On the date hereof, McDonald's is the Lot 8 Owner.

"Oaks Owner" means, as of any date, the owner or owners of fee simple title to the Oaks Parcel on such date. On the date hereof, COV is the Oaks Owner.

"Original RERAs" has the meaning ascribed to it in the recitals to this Agreement.

"Owner(s)" means, collectively and as of any date, the Condo Unit 1 Owner, Condo Unit 2 Owner, Condo Common Area Owner, CP1 Owner, CP2 Owner, CP3 Owner, CP4 Owner, CP Retail Owner, CP 6 Owner, Lot 5 Owner, Future Lot 7 Owner, Lot 8 Owner and the Oaks Owner, and "Owner" means any one of them.

"Parcel(s)" means any parcels within the Main Campus or any portion thereof in the event of future subdivision; and "Parcels" means all of them.

"Parking Easements" means an easement for parking granted in this Agreement, together with the right of ingress/egress to the Parking Garage and/or parking areas over the driveways located on any applicable Parcel.

"Parking Garage(s)" means the structured parking located on any Parcel from time to time.

"Property" shall mean, collectively, the Parcels.

"Subdivision Plan" means that certain plat of the CityPlace Subdivision as recorded January 16, 2007 at Plat Book 355, Pages 43-46 of the real property records for St. Louis County, Missouri.

"Utility Lines" means water mains, sanitary sewer lines, water sprinkler system lines, telephone lines, electrical lines, cable lines, gas mains and other utility lines, conduits and facilities reasonably necessary for the development of first class commercial office buildings on the Property, other than Drainage Improvements, as currently located on the Parcels and as the same may be improved, modified or altered after the date hereof with the consent of the affected Owners.

2. Grant of Reciprocal Easements by all Owners

2.1. Utility Easements. a. Each Owner hereby grants as appurtenant to the other Parcels a non-exclusive and perpetual easement upon, under and across each Parcel for the Common Utility Lines in locations as currently constructed.

b. Each Owner hereby grants as appurtenant to the other Parcels a non-exclusive and perpetual easement upon, under and across each Parcel to construct, install, operate, maintain, inspect, repair and replace and remove, as and when needed, any and all Utility Lines reasonably required for the operation of such Parcel; provided, however, that except in locations as currently constructed, (i) no Utility Lines may be located under any building constructed on a Parcel, (ii) the exercise by any Owner of the rights granted hereunder shall at all times be exercised in such a manner as not to interfere materially with the normal operation of the Parcel and any improvements located thereon, (iii) the exact location of any Utility Lines shall be subject to the approval of the Owner of the burdened Parcel, such approval not to be unreasonably withheld, delayed or conditioned and provided that the failure to respond to any written request for such approval within thirty (30) days after the giving of such written request shall be deemed to constitute an approval; provided, however, that any Owner may locate Utility Lines within the Access Road without approval of any other Owner so long as such Utility Lines do not interfere materially with the normal operation of the other Parcels and any improvements located thereon, and (iv) all Utility Lines shall be installed and maintained below the ground level or surface of the paved portion of a Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which notwithstanding anything herein to the contrary, shall be placed in such location as approved by the Owner of the burdened Parcel as provided above). Upon the completion of construction or installation of any Utility Lines as provided herein and the written

request of Owner of the burdened Parcel, the Owner that submitted such request shall prepare an amendment to this Agreement to be recorded in the real estate records for St. Louis County, Missouri, confirming the location of such Utility Lines, which amendment the parties agree to execute, deliver and record. The easement granted in this Section shall include the right on the part of requesting Owner, their respective employees, agents and contractors, to enter onto such portions of the burdened Parcel as may be necessary to construct, install, operate, maintain, inspect, repair and replace the Utility Lines as aforesaid.

2.2. Drainage Easement. a. Each Owner hereby grants as appurtenant to the other Parcels a non-exclusive and perpetual easement upon, under and across each Parcel for the Common Drainage in locations as currently constructed.

b. Each Owner hereby grants as appurtenant to the other Parcels a non-exclusive and perpetual easement upon, under and across each Parcel to construct, install, operate, maintain, inspect, repair and replace and remove, as and when needed any and all Drainage Improvements to the extent necessary for the operation of such Parcel, and; provided, however, that except in locations as currently constructed, (i) no Drainage Improvements may be located under any building constructed on the a Parcel, (ii) the exercise by an Owner of the rights granted hereunder shall at all times be exercised in such a manner as not to interfere materially with the normal operation of the burdened Parcel and any improvements located thereon, (iii) the exact location of any Drainage Improvements shall be subject to the approval of the Owner of the burdened Parcel, such approval not to be unreasonably withheld, delayed or conditioned and provided that the failure to respond to any written request for such approval within thirty (30) days after the giving of such written request shall be deemed to constitute an approval; provided, however, that requesting Owner may locate Drainage Improvements within the Access Road without approval of the other Owners so long as such Drainage Improvements do not interfere materially with the normal operation of any other Parcel and any improvements located thereon, and (iv) all Drainage Improvements shall be installed and maintained below the ground level or surface of the paved portion of a Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, which notwithstanding anything herein to the contrary, shall be placed in such location as approved by the Owner of the burdened Parcel as provided above). Upon the completion of construction or installation of any Drainage Improvements as provided herein and the written request of the Owner of the burdened Parcel, the Owner that submitted such request shall prepare an amendment to this Agreement to be recorded in the real estate records for St. Louis County, Missouri, confirming the location of such Drainage Improvements, which amendment the parties agree to execute, deliver and record. The easement granted in this Section shall include the right on the part of requesting Owner, their respective employees, agents and contractors, to enter onto such portions of the burdened Parcel as may be necessary to construct, install, operate, maintain, inspect, repair and replace the Drainage Improvements as aforesaid.

2.3 Roadway Easement. Each Owner hereby grants as appurtenant to the other Parcels and for the benefit of the Owners, their respective tenants, agents, employees, invitees and licensees, a non-exclusive and perpetual easement for ingress, egress, and passage of pedestrians, passenger vehicles, delivery and commercial trucks and vans to and from Olive Boulevard, Craig Road and New Ballas Road, public streets abutting the Main Campus over, upon, across and through the portions of the Access Road located on any Parcel, together with the right to connect to the Common Drainage and/or Common Utility Lines located in the Access Road. The foregoing Roadway Easement shall be automatically expanded to include that portion of the Access Road within the Future Access Easement Area automatically upon the acquisition of the Future Access Easement Area, in full, by any one or more of the Owners.

2.4 Encroachment Easement. Except with regards to Lot 8, each Owner hereby grants as appurtenant to the other Parcels and for the benefit of the Owners their successors and assigns, a perpetual easement for those certain buildings (including any Parking Garage) within the Main Campus and currently in existence on the date of this Agreement to encroach upon the adjacent Parcel to the extent of the current encroachment, together with an easement for the operation, inspection, maintenance, repair, replacement and removal of the structure which is the subject of the encroachment.

3. Grant of Easements by CP1.

3.1 Parking Easement. CP1 Owner hereby grants to the CP3 Parcel to be used by the CP3 Owner its employees, invitees, licensees, agents, employees and tenants a perpetual and nonexclusive parking easement upon and across the portion of the westernmost Parking Garage located on the CP1 Parcel for the purpose of passenger vehicle parking for not less than two hundred eighty-nine (289) vehicles. Further, the CP1 Owner hereby grants to the Oaks Parcel to be used by the Oaks Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the portion of the Parking Garage in the easternmost parking garage located on the CP1 Parcel for the purpose of passenger vehicle parking for not less than twenty-one (21) vehicles. Finally, the CP1 Owner hereby grants to the CP Retail Parcel to be used by the CP Retail Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the portion of the Parking Garage in the westernmost parking garage located on the CP1 Parcel for the purpose of passenger vehicle parking for not less than ten (10) vehicles.

3.2 Detention Pond Easement. CP1 Owner hereby grants as appurtenant to the other Parcels a non-exclusive and perpetual easement for the use of the Detention Pond for the storm water drainage as part of the drainage system located within the Main Campus.

4. Grant of Easements by CP2.

4.1 Parking Easement. CP2 Owner hereby grants to the CP1 Parcel to be used by the CP1 Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the portion of the Parking Garage located on the CP2 Parcel for the purpose of passenger vehicle parking for not less than three (3) vehicles. Further, CP2 Owner hereby grants to the CP3 Parcel to be used by the CP3 Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the portion of the Parking Garage located on the CP2 Parcel for the purpose of passenger vehicle parking for not less than sixty-three (63) vehicles.

5. Grant of Easements by CP3.

5.1 Parking Easement. CP3 Owner hereby grants to the CP Retail Parcel to be used by the CP Retail Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the portion of the Parking Garage located on the CP3 Parcel for the purpose of passenger vehicle parking for not less than fifty-seven (57) vehicles.

6. Grant of Easements by the CP6 Parcel.

6.1 Parking Easement. The CP6 Owner hereby grants to the Oaks Parcel to be used by the Oaks Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the portion of the Parking Garage located on the CP6 Parcel for the purpose of passenger vehicle parking for not less than ninety-seven (97) vehicles.

7. Grant of Easements by the CP4 Parcel.

7.1 Parking Easement. The CP4 Owner hereby grants to the CP2 Parcel to be used by the CP2 Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the Parking Garage located on the CP2 Parcel for the purpose of passenger vehicle parking for not less than ten (10) vehicles.

8. Grant of Easement by the Condo Common Area Owner.

8.1 Parking Easement. The Condo Common Area Owner hereby grants to the CP Retail Parcel to be used by the CP Retail Owner, its employees, invitees, licensees, agents, employees and tenants, a perpetual and nonexclusive parking easement upon and across the surface parking facilities existing on the Condo Common Area Parcel from time to time for the purpose of passenger vehicle parking for not less than five (5) vehicles.

9. Use of Easement Areas.

9.1 Interference With Use. The Owners agree that no barricade, fence, plantings or other improvements will be constructed to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic over and across the Access Easement Area or the Access Road or which are otherwise inconsistent with the use and enjoyment of the Access Easement Area or the Access Road. The Owners agree that no barricade, fence, plantings or other improvements will be constructed nor will any refuse or other obstructions be permitted which may prohibit or discourage the free and uninterrupted use of the Easement Areas.

10. Maintenance of Common Elements and Limited Common Elements.

10.1 Common Elements.

a. Each Owner covenants and agrees to cause all Common Elements and Limited Common Elements located on such Owner's Parcel to be inspected, maintained, repaired and replaced, as and when needed, in order to cause such Common Elements and Limited Common Elements to be maintained at all times in a state of good condition and repair of all first-class commercial office development. Each Owner further covenants and agrees that it shall not eliminate or substantially alter from its current condition any Common Elements located on its Parcel.

Without limiting the generality of the foregoing, the Owners agree as follows:

(1) To clean, inspect, repair and maintain those Common Elements located on each Owner's Parcel, including the Common Drainage and Common Utility Lines, in a clean, safe and orderly condition and to keep the same in a first class condition and, to the extent such Common Drainage and/or Common Utility Lines are not cleaned, inspected, repaired and maintained by applicable utility providers, and, further, each Owner shall take protective measures to prevent debris, waste or other obstructions from entering the same; and

(2) To inspect, maintain, repair and replace any Parking Garage located on said Owner's Parcel in a clean, safe and orderly condition and to keep same in a first-class condition.

b. CP1 Owner, as a Common Expense, shall cause the Access Easement Area and Access Road (including any portion within the Future Access Easement Area following its

acquisition, in full, by any one or more of the Owners), including any Common Drainage and Common Utility Lines located therein to be inspected, maintained, repaired and replaced, as and when needed, in order to cause the to be maintained at all times in a state of good condition and repair of a first class commercial office development.

Without limiting the generality of the foregoing, the CP1 Owner agrees to maintain the Access Road, as a Common Expense, as follows:

(1) Inspect, maintain, repair and replace, as and when needed, the surface of the Access Road and all curbs and sidewalks adjacent thereto located on said Owner's Parcel, keeping said improvements level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute therefor as shall be in all respects equal in quality, appearance and durability and as shall be approved by the other Owners, such approval not to be unreasonably withheld, conditioned or delayed;

(2) Promptly remove all papers, debris, filth, refuse, surface waters, snow and ice from and periodically sweep the portion of the Access Road located on said Owner's Parcel to the extent necessary to maintain the same in a clean, safe and orderly condition, and free from obstructions;

(3) Maintain, replace and repair all pavement striping and all entrance, exit and directional signs, markers and lights located on said Owner's Parcel and serving the Access Road;

(4) Clean and replace the portion of the Access Road lighting fixtures as and when needed, and shall further relamp and reballast said lighting fixtures as required;

(5) Maintain, repair and replace the portion of the landscaping adjacent to the Access Road as necessary to keep same in a first-class condition; and

(6) Clean, inspect, repair and maintain those Common Drainage Improvements and, to the extent not cleaned, inspected, repaired and maintained by applicable utility providers, those Common Utility Lines, located within the Access Road, take protective measures to prevent debris, waste or other obstructions from entering the same.

10.2 Installation, maintenance and repair of the Utility Lines, Drainage Improvements, Common Elements and Limited Common Elements shall be conducted in such a manner as to: (i) ensure that all installation, maintenance and repair work is performed and completed in a good and workmanlike manner in compliance with applicable laws, (ii) minimize any disruption in the use of the Property; (iii) prevent any mechanics', materialmen's or laborers' liens from being asserted against the Property; (iv) protect the Property from injury or damage; and (v) promptly restore the surface of the Property to the same condition in which it existed prior to the maintenance or repair work. The Owners hereby covenant and agree that they will use all reasonable efforts to cause the Utility Lines, Drainage Improvements, Common Elements and Limited Common Elements to be maintained in a manner consistent with first-class office buildings or parking structures, as applicable. Each Owner further agrees to work collaboratively with the other Owners to undertake and complete maintenance and repair work affecting those Utility Lines, Drainage Improvements, Common Elements and Limited Common Elements which are located on more than one Parcel, if applicable.

10.3 Notwithstanding anything to the contrary in the foregoing and except for the Access Easement Area and the Access Road which shall be maintained by the CP1 Owner, each Owner shall be responsible for repairing and replacing any portion of the Common Elements and Limited Common Elements and/or Parcel or any improvements located on a Parcel which may become damaged

as a result of the activities of such Owner or such Owner's agents, employees or contractors; and, further, such Owner shall be liable for the cost of any such repairs or replacements. If any Owner breaches its obligation to repair or replace any Common Elements and Limited Common Elements damaged by such Owner as aforesaid and the breaching Owner does not cure such failure within thirty (30) days after a written demand from the non-breaching Owner(s) to do so, then the non-breaching Owner(s) shall have the right to perform such repairs or replacements and to be reimbursed for the cost thereof by the breaching Owner. Notwithstanding anything to the contrary contained in the foregoing, if the breaching Owner is the Owner of a Parcel covered by the lien of the deed of trust held by a First Mortgagee, the First Mortgagee shall be entitled to the same notice as the breaching Owner and the same grace periods applicable thereto and the non-breaching Owner shall not be entitled to proceed to cure the applicable default until such notice has been given and grace periods (if any) have expired. Such First Mortgagee shall have the same rights to cure such failure as the breaching Owner under this Agreement.

10.4 Restoration of Common Elements and Limited Common Elements. If any of the Common Elements are damaged or destroyed by fire or other casualty, the Owner of the parcel upon which such Common Elements are located, shall repair and restore the Common Elements to substantially the same condition as prior to such casualty. If any of the Parking Garages are damaged or destroyed by fire or other casualty, the Owner of the parcel upon which such Parking Garage is located shall provide, until the Parking Garage is restored, if restored by Owner, parking spaces to any Parcel that has a Parking Easement in such Parking Garage equal to such Parking Easement substantially the same distance from the benefiting Parcel as the current spaces, but in no event farther from the benefiting Parcel property line than what is required by the Creve Coeur Zoning ordinance for such spaces to be used for such Parcel zoning compliance purposes.

11. Expenses.

11.1 Common Elements Expenses. Each Owner covenants and agrees to pay its Allocable Share of the Common Elements Expenses and/or Limited Common Elements Expenses.

11.2 Within forty-five (45) days after the end of each calendar quarter, each Owner shall submit to the CP1 Owner an itemized list and detailed documentation of all Common Element Expenses and Limited Common Element Expenses invoiced to and paid by the submitting Owner. The CP1 Owner shall compile all Common Element Expenses and Limited Common Elements Expenses incurred by all Owners, calculate each Owner's Allocable Share of such Common Elements Expenses and Limited Common Elements Expenses, credit Owners for any Common Element Expense or Limited Common Element Expense paid by such Owner and submit a bill to each Owner for the payment of such Owner's Allocable Share of Expenses during such quarter. The CP1 Owner shall enclose with each such bill a statement reflecting the cost of providing the services incurred through the end of the relevant calendar quarter (the "Billing Statement"). Each Owner shall pay its Allocable Share of Expenses to the CP1 Owner within thirty (30) days after the delivery of such bill to such Owner. The CP1 Owner shall keep accurate books and records regarding the Expenses for each calendar quarter and, at the end of each calendar quarter, shall make the books and records for such calendar quarter available to the Owners upon request for a period of one hundred twenty (120) days after each calendar quarter, and after such period, the CP1 Owner may discard all books and records of such calendar quarter. The CP1 Owner shall be entitled to obtain reimbursement of expenses incurred by it in connection with its accounting and billing exercise required by this Section 11, and such expenses shall be considered Common Elements Expenses.

11.3 If any Owner determines that capital expenditures are required as part of the Expenses (the "Proposed Capital Expenditures"), and desires that the other Owners to be charged the same be obligated to pay for its/their respective Allocable Share of such Proposed Capital Expenditures, then the CP1 Owner shall provide written notice with the Billing Statement to the other Owners to be

charged the same, together with a description of the work required and copies of a front bid or proposed contract for such work.

Notwithstanding anything contained herein to the contrary, each such Owner's Allocable Share of any Expenses shall not include any capital expenditures for maintenance, repair or replacement obligations of the other Owners, unless agreed to by all the Owners to be charged such Expenses.

12. Payment of Expenses. If all applicable Owners agree, in writing and within thirty (30) days following receipt of a Billing Statement, to proceed with the Proposed Capital Expenditures described in said Billing Statement (such consent not to be unreasonably withheld, conditioned or delayed), then each Owner shall be obligated to pay for a portion of the work in an amount equal to such Owner's Allocable Share of the approved Proposed Capital Expenditures. In such event, each Owner shall remit its Allocable Share to the Billing Owner within thirty (30) days of receipt of a Billing Statement. If any Owner fails to object in writing to the Billing Statement and/or the amount of the Proposed Capital Expenditures within said thirty (30) day period, then said Owner will be deemed to have approved the same and shall be obligated to pay its Allocable Share to the Billing Owner performing the work with the same force and effect as if such Owner had agreed in writing. If any Owner disputes the need, scope or cost for any Expenses billed (including the Proposed Capital Expenditures), then such dispute shall be in writing and shall be given to the billing Owner within thirty (30) days after receipt of the Billing Statement and resolved in accordance with Section 13.

13. Disputes. If any Owner disputes the need, scope or cost of any work and/or Expense (regardless of the cost thereof), then such dispute shall be resolved by negotiations among the Owners conducted in good faith. If the Owners are unable to resolve such dispute within thirty (30) days after an Owner notifies the other Owners of a dispute, then the parties shall endeavor to resolve such dispute through non-binding mediation conducted in accordance with the Commercial Mediation rules of the American Arbitration Association, at a location in St. Louis County, Missouri. If the parties are unable to resolve such dispute through mediation, then said dispute shall be resolved through litigation in a court of competent jurisdiction, with venue in St. Louis County, Missouri.

14. Use and Development Restrictions. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. All Owners, their tenants, invitees, licensees and agents shall abide by all rules and regulations of the Parcels, including any applicable security procedures. Notwithstanding anything in this Agreement to the contrary, the Restrictive Covenant recorded October 17, 2007 at Book 17701, Page 5347 of the real property records for St. Louis County, shall not be affected by this Agreement and shall continue in full force and effect.

15. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain commercial general liability insurance against claims for personal injury (including contractual liability) and property damage occurring on such Owner's Parcel with not less than \$5,000,000 combined single limit for bodily injury and property damage per occurrence, and naming each other Owner as additional insureds. Each Owner agrees to provide the other Owners with a current certificate of such coverage upon request. If any Owner fails to maintain said coverage and fails to cure such failure within thirty (30) days after the giving of a written demand to obtain such coverage, then the other Owners, or any of them, may obtain such coverage for the defaulting Owner and, further, may recover the cost thereof from the defaulting Owner. Each Owner shall also maintain commercial property insurance covering the Common Elements located on its Parcel in amounts not less than ninety percent (90%) of the replacement cost thereof. Notwithstanding the foregoing, any Owner who maintains a net worth in excess of \$100,000,000 may self-insure for all of the insurance coverages required under this Agreement to the

extent permitted by applicable law and further provided such Owner (a) maintains a rating of "A" or better by Standard & Poor or commercially reasonable substitute rating, (b) maintains appropriate loss reserves for the amount of self insurance obligations under this Agreement and otherwise which are actuarially derived in accordance with accepted standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded, and (c) shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease.

16. Indemnification. Each Owner agrees to indemnify, defend (by counsel reasonably acceptable to the indemnified Owner) and hold harmless each of the other Owners and such other Owner's officers, agents, employees, mortgage lenders and tenants (collectively, the "Indemnified Persons") from and against all loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) suffered or incurred by any one or more of the Indemnified Persons resulting from or arising out of (i) any negligence or willful misconduct of such Owner or such Owner's agents, employees or contractors, or (ii) any breach by such Owner of such Owner's covenants, agreements and obligations under this Agreement; provided, however, that such obligation to indemnify, defend and hold harmless any Indemnified Person shall not apply to the extent that any such loss, damage, claim, demand, action, cause of action, penalty, cost or expense was caused by (y) the negligence or willful misconduct of an Indemnified Person or (x) the breach of this Agreement by an Indemnified Person. It is the intention and agreement of the parties to this Agreement that the obligations of each Owner under this Section be construed so as to allocate liability on the basis of the comparative fault of the parties.

17. Taxes and Assessments. The Owner of each Parcel shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to such Parcel.

18. Conveyance. Upon the conveyance of an Owner's interest in a Parcel, the grantor shall be relieved of any further liability hereunder to the extent of the divested interest except for those liabilities accruing prior to the effectiveness of such conveyance; and the current Owner or Owners of said Parcel shall thereafter be liable for the performance of the grantor's obligations hereunder.

19. No Dedication. Nothing contained in this Agreement shall be deemed to constitute a gift, grant or dedication of all or any part of the Parcels to the general public or for any public purpose whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to the private use of the Owners and their agents, employees, invitees, licensees and tenants. This Agreement is intended to benefit the Owners and their respective successors, assigns and mortgagees and is not intended to create any third party beneficiary or to give any such person any rights hereunder.

20. Amendment. This Agreement and any provision herein may be terminated, extended, modified or amended only by a written instrument executed and delivered by all of the Owners which has been recorded in the Recorder's Office for St. Louis County, Missouri. Notwithstanding the foregoing, this Agreement may not be terminated, extended, modified or amended without the prior written consent and approval of the First Mortgagees. Approval by Creve Coeur City Attorney shall also be required for termination, extension, modification or amendment of this Agreement.

21. Remedies and Enforcement.

21.1 If any Owner determines that a Common Element and/or Limited Common Element is in need of inspection, maintenance, repair or replacement, then such Owner shall have the right to give the other Owners written notice of such need ("Notifying Owner"). If the Owner that is obligated under this Agreement to perform such inspection, maintenance, repair or replacement (i) fails to

commence such work within thirty (30) days after the giving of such notice of need, or (ii) delivers a Billing Statement relative to Proposed Capital Expenditures with respect thereto but fails to diligently pursue the work described after receipt of the other Owners' approval thereof then (i) to the extent the repairs are needed for an Easement Area within the Access Easement Area, then the Notifying Owner shall have the right to enter onto the Access Easement Area and perform such inspection, maintenance, repair or replacement, and the cost thereof shall be shared by the Owners in accordance with their Allocable Shares, or (ii) to the extent the repairs are needed in Easement Areas outside the Access Easement Area, the same shall be governed by Sections 21.2 and 21.3 hereof. Notwithstanding anything to the contrary contained in the foregoing, if the breaching Owner is the Owner of a Parcel covered by the lien of the deed of trust held by a First Mortgagee, then such First Mortgagee shall be entitled to the same notice as the breaching Owner and the same grace periods applicable thereto and the non-breaching Owner shall not be entitled to proceed to cure the applicable default until such notice has been given and grace periods (if any) have expired. Such First Mortgagee shall have the same rights to cure such failure as the breaching Owner under this Agreement.

21.2 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the non-defaulting Owners shall be entitled to full and adequate relief by injunction and all such other available legal and equitable remedies from the consequences of such breach, including, without limitation, specific performance, payment of any amounts due and damages.

21.3 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement and the same results in (i) an emergency or (ii) blockage or material impairment of the Access Road, any benefited Owner may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest at the rate set forth in this Section. Notwithstanding anything to the contrary contained in the foregoing, if the breaching Owner is the Owner of a Parcel covered by the lien of the deed of trust held by the First Mortgagee, the First Mortgagee shall be entitled to the same notice as the breaching Owner and the same grace periods applicable thereto, and the non-breaching Owner shall not be entitled to proceed to cure the applicable default until such notice has been given and grace periods (if any) have expired. Such First Mortgagee shall have the same rights to cure such failure as the breaching Owner under this Agreement.

21.4 Past Due Interest. If any Owner fails to pay amounts due hereunder to another Owner when due and fails to cure such nonpayment within ten (10) days of a written demand to do so, then the defaulting Owner shall be obligated to pay, and the non-defaulting Owners shall be entitled to collect, interest on the amount past due at a rate of interest equal to the greater of (i) the applicable post judgment default rate due on judgments for the payment of money in the State of Missouri, and (ii) the prime rate of interest, as announced by Bank of America, NA, plus four percent (4%) percent per annum, compounded monthly.

21.5 Lien Rights. If any Owner fails to pay amounts due hereunder to another Owner when due and fails to cure such nonpayment within ten (10) days of a written demand to do so, then the past due amount, together with any interest due thereon and all costs of collection, including, without limitation, reasonable attorneys' fees incurred in connection therewith, shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid. Any Assessment Lien arising under this Agreement shall be subject and subordinate to the lien, encumbrance, operation and effect of any mortgage, deed of trust or other encumbrance of any First Mortgagee. This subordination shall be self-operative and no further instrument of subordination shall be required. In confirmation of this subordination, the Owners shall execute and promptly deliver any certificate a First Mortgagee may require. Upon the payment in full of all amounts which are the subject of an Assessment Lien for which a

notice of lien was recorded, the Owner recording said notice shall record an appropriate release of such notice of Assessment Lien. Any Assessment Lien shall be judicially foreclosed by the holder thereof in the same manner as mortgages are foreclosed upon in the State of Missouri.

21.6 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

21.7 Notice of Default. An Owner will not be in default under this Agreement unless said Owner and any First Mortgagee has received written notice specifying the nature of such default and has failed to cure or continue appropriate action to cure such default within the times set forth herein.

21.8 No Termination For Breach. Notwithstanding any other provision of this Agreement to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

22. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Recorder's Office for St. Louis County, Missouri and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then recorded owners of the Property and the First Mortgagees. Approval by Creve Coeur City Attorney shall also be required for modification, amendment, cancellation or termination of this Agreement.

23. Estoppel Certificate. Each Owner shall, from time to time, upon not less than twenty (20) days' prior written request therefor from any other Owner, execute and deliver to such requesting party a certificate in a form recordable under Missouri law stating: (i) to the best of such Owner's knowledge, whether any Owner to this Agreement is in default or violation of this Agreement and if so, identifying such default or violation, and (ii) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate. Every Owner hereby certifies, represents and warrants to all of the other Owners that, as of the date hereof, to the best of such representing Owner's knowledge: (x) no Owner is in default or violation of this Agreement, and (y) this Agreement is in full force and effect, and has not been amended.

24. Notices. All notices required to be given hereunder shall be given by personal delivery, sent by a reputable private carrier of overnight mail (with instructions to deliver on the next business day) or by certified or registered U.S. mail, postage-prepaid and return receipt requested. In the event notice is given by personal delivery, notice shall be deemed given when delivered; if notice is given by private carrier of overnight mail (with instructions to deliver on the next business day), it shall be deemed made on the business day after such sending; or if by certified or registered U.S. mail, postage-prepaid and return receipt requested, it shall be deemed given on the third (3rd) day after deposit into the United States mail. Notices to the respective parties shall be to the address written below or such other address as notified to the other parties:

If to Owner of COV
Parcels:

Cornerstone Opportunity Ventures, LLC
c/o The Koman Group, L.L.C.
One CityPlace Drive, Suite 540
Creve Coeur, Missouri 63141
Attn: General Counsel
Fax: 314-787-1986

With a copy to: New Boston Creve Coeur Limited Partnership
c/o New Boston Fund, Inc.
60 State Street, Suite 1500
Boston, Massachusetts 02109
Attention: Mr. Jim Kelleher
Fax: 617-227-4727

If to CP6 Owner: Cornerstone VI, LLC
c/o The Koman Group, L.L.C.
One CityPlace Drive, Suite 540
Creve Coeur, Missouri 63141
Attn: General Counsel
Fax: 314-787-1986

If to Condo Parcel
Unit 1 Owner: Swansea Acquisitions, LLC
c/o The Koman Group, L.L.C.
One CityPlace Drive, Suite 540
Creve Coeur, Missouri 63141
Attn: General Counsel
Fax: 314-787-1986

If to Condo
Association: Cityplace Condominium Association
c/o The Koman Group, L.L.C.
One CityPlace Drive, Suite 540
Creve Coeur, Missouri 63141
Attn: General Counsel
Fax: 314-787-1986

If to Lot 5 Owner: CP North II, LLC
c/o The Koman Group, L.L.C.
One CityPlace Drive, Suite 540
Creve Coeur, Missouri 63141
Attn: General Counsel
Fax: 314-787-1986

If to Future Lot 7 Owner: CP North I, LLC
Cornerstone North, LLC
Cornerstone Opportunity Ventures, LLC
c/o The Koman Group, L.L.C.
One CityPlace Drive, Suite 540
Creve Coeur, Missouri 63141
Attn: General Counsel
Fax: 314-787-1986

If to Lot 8 Owner: McDonald's Real Estate Company
One McDonald's Plaza
Oak Brook, Illinois 60523
Attention: Director, U.S. Legal Department #091
L/C 024-1133

Any party may, by like written notice (and without amending this Agreement or recording any document or instrument), designate a new address to which such notices shall be directed to such party.

25. Miscellaneous.

25.1 Expenses of Prevailing Party. If litigation is commenced to enforce the rights of any Owner(s) to this Agreement, then the non-prevailing Owner(s) shall reimburse the prevailing Owner(s) for all proper expenses reasonably and properly incurred in prosecuting and/or defending any such litigation or other proceeding, including, without limitation, reasonable attorneys' fees and court costs.

25.2 No Waiver. No waiver of any default of any obligation by any Owner hereto shall be implied from any omission by the other Owner to take any action with respect to such default.

25.3 No Agency. Nothing in this Agreement shall be deemed or construed by any Owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Owners.

25.4 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall bind and run with each and every part of the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Owners and their successors, assigns, heirs, and personal representatives.

25.5 Severability. Each provision of this Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Owners agree to promptly cause such legal description to be prepared. Ownership of all of the Property by the same person or entity, either upon the date hereof or subsequently, shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement, nor shall it affect, impair, terminate or effect a merger of any easements granted herein.

25.6 Entire Agreement. This Agreement contains the complete understanding and agreement of the Owners hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

25.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its law regarding conflict of laws. The parties hereby consent to the venue and jurisdiction of the courts of the State of Missouri for a resolution of any disputes hereunder.

25.8 Time of Essence. Time is of the essence of this Agreement.

25.9 Counterparts. 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.

26. Termination of Original RERAs and Exemption of Exempted Tract. This Agreement expressly supersedes the Original RERAs, which shall hereafter be of no more force or effect and are hereby terminated, including, without limitation, as to the Exempted Tract. Further, notwithstanding anything in this Agreement to the contrary, the Owners do hereby expressly exclude said Exempted Tract from the rights, duties, obligations and encumbrances set forth in this Agreement.

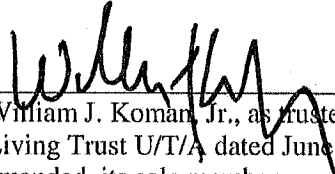
[Signatures on next page.]

SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, COV has executed this Agreement as of the day and year first above written.

CORNERSTONE OPPORTUNITY VENTURES, LLC

By: COV Manager, LLC, its sole manager

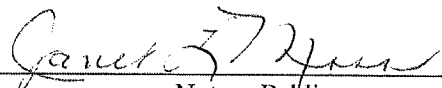
By: 
William J. Koman, Jr., as trustee of the WJK
Living Trust U/T/A dated June 3, 1994, as
amended, its sole member

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

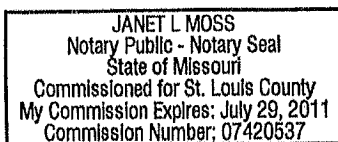
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living Trust U/T/A dated June 3, 1994, as amended, sole member of COV Manager, LLC, the sole manager of Cornerstone Opportunity Ventures, LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of said entity by authority of its members; and further acknowledged said instrument to be the free act and deed of said entity.

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.

SEAL


Notary Public

My Commission Expires:

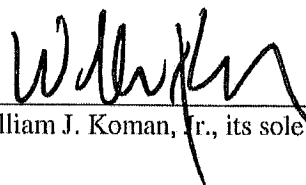


SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, CP6 has executed this Agreement as of the day and year first above written.

CORNERSTONE VI, LLC

By: WJK REAL ESTATE COMPANY, LLC

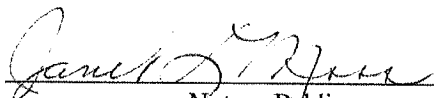
By: 
William J. Koman, Jr., its sole manager

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

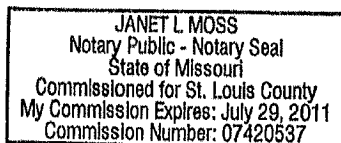
On this 24 day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole manager of the WJK Real Estate Company, LLC, sole member of Cornerstone VI, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said entity by authority of its members; and further acknowledged said instrument to be the free act and deed of said entity.

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.

SEAL


Notary Public

My Commission Expires:

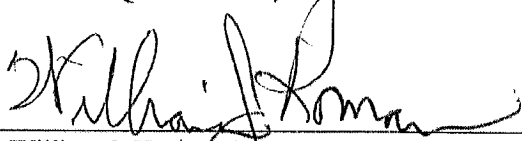


SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, Swansea has executed this Agreement as of the day and year first above written.

SWANSEA ACQUISITIONS, L.L.C.

By:

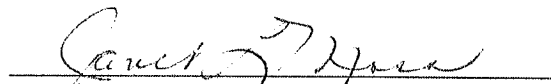

William J. Koman, Manager

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

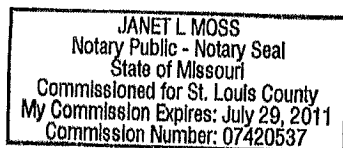
On this 24th day of September, 2009, before me personally appeared William J. Koman, to me personally known, who, being by me duly sworn, did say that he is the Manger of Swansea Acquisitions, L.L.C., an Illinois limited liability company, and that the foregoing instrument was signed on behalf of said entity by authority of its members; and further acknowledged said instrument to be the free act and deed of said entity.

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.

SEAL


Notary Public

My Commission Expires:

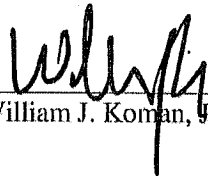


SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, Cornerstone North has executed this Agreement as of the day and year first above written.

CORNERSTONE NORTH, LLC

By: CityPlace Medical Ventures, LLC, its sole member

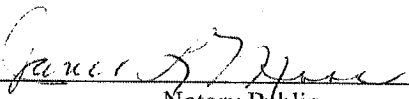
By: 
William J. Koman, Jr., Manager

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

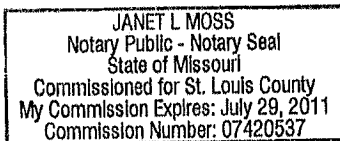
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole manager of CityPlace Medical Ventures, LLC, the sole member of Cornerstone North, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said entity by authority of its members; and further acknowledged said instrument to be the free act and deed of said entity.

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.

SEAL


Notary Public

My Commission Expires:



SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, the Condo Association has executed this Agreement as of the day and year first above written.

CITYPLACE CONDOMINIUM ASSOCIATION
By: SWANSEA ACQUISITIONS, L.L.C.

By: William J. Koman
William J. Koman, Manager

By: CORNERSTONE OPPORTUNITY
VENTURES, LLC

By: COV Manager, LLC, its sole manager

By: William J. Koman, Jr.
William J. Koman, Jr. as trustee of the WJK
Living Trust U/T/A dated June 3, 1994, as
amended, its sole member

Being all the Members of CityPlace Condominium
Association

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

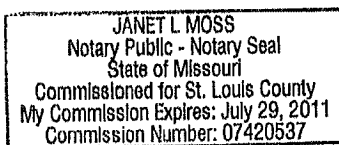
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living Trust U/T/A dated June 3, 1994, as amended, sole member of COV Manager, LLC, the sole manager of Cornerstone Opportunity Ventures, LLC, a Delaware limited liability company, and William J. Koman, as manager of Swansea Acquisitions, L.L.C., an Illinois limited liability company, the sole members of Cityplace Condominium Association, and that the foregoing instrument was signed on behalf of said entity by authority of its members; and further acknowledged said instrument to be the free act and deed of said entity.

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.

SEAL

Janet L. Moss
Notary Public

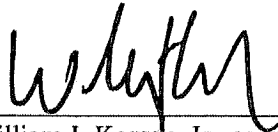
My Commission Expires:



SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, CP North I has executed this Agreement as of the day and year first above written.

CP NORTH I, LLC

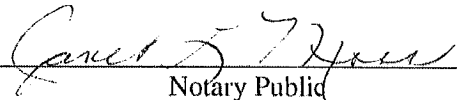
By: 
William J. Koman, Jr., as trustee of the WJK
Living Trust U/T/A dated June 3, 1994, as
amended, its sole member

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

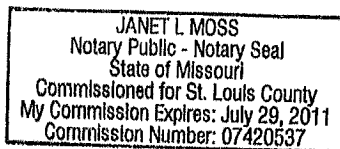
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living Trust U/T/A dated June 3, 1994, as amended, sole member of CP North I, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said entity by authority of its members; and further acknowledged said instrument to be the free act and deed of said entity.

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.

SEAL


Notary Public

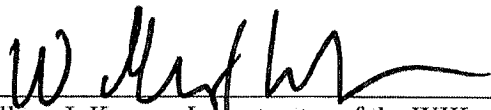
My Commission Expires:



SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, CP North II has executed this Agreement as of the day and year first
above written.

CP NORTH II, LLC

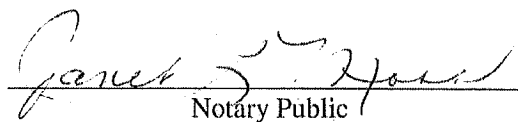
By: 
William J. Koman, Jr., as trustee of the WJK
Living Trust U/T/A dated June 3, 1994, as
amended, its sole member

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

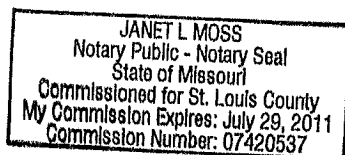
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to
me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living
Trust U/T/A dated June 3, 1994, as amended, sole member of CP North II, LLC, a Missouri limited
liability company, and that the foregoing instrument was signed on behalf of said entity by authority of its
members; and further acknowledged said instrument to be the free act and deed of said entity.

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.

SEAL


Notary Public

My Commission Expires:



SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

IN WITNESS WHEREOF, McDonald's has executed this Agreement as of the day and year first
above written.

MCDONALD'S REAL ESTATE COMPANY Om

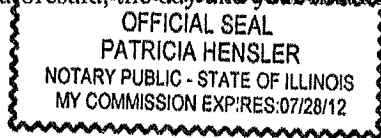
By: [Signature]
Name: CATHERINE A GRIFFIN
Title: VICE PRESIDENT AND ASSISTANT SECRETARY

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

On this 18th day of ~~September~~ ^{November}, 2009, before me personally appeared CATHERINE A. GRIFFIN, to me
personally known, who, being by me duly sworn, did say that he ~~she~~ is the VICE PRESIDENT AND ASSISTANT SECRETARY of
McDonald's Real Estate Company, and that the foregoing instrument was signed on behalf of said entity
by authority of its members; and further acknowledged said instrument to be the free act and deed of said
entity.

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

SEAL

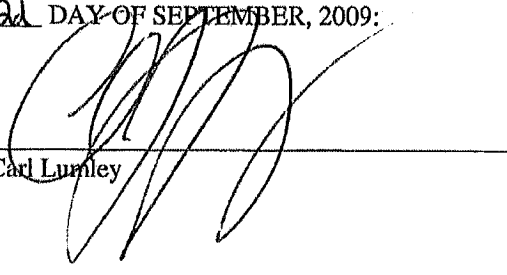


[Signature]
Notary Public

My Commission Expires: 7-28-12

CITY ATTORNEY APPROVAL PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

APPROVED BY CITY ATTORNEY FOR
CITY OF CREVE COEUR, MISSOURI, THIS
21 DAY OF SEPTEMBER, 2009:



Carl Lumley

STATE OF MISSOURI)

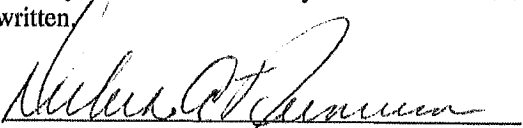
) ss.

COUNTY OF ST. LOUIS)

On this 21 day of September, 2009, before me personally appeared Carl Lumley to me personally known, who, being by me duly sworn, did say that he is the City Attorney for the City of Creve Coeur, a political subdivision of the State of Missouri, and that the foregoing instrument was executed by said City Attorney as his free act and deed.

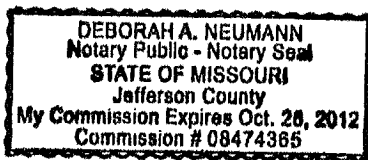
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written

SEAL



Notary Public

My Commission Expires:



CONSENT OF HOLDER OF DEED OF TRUST

The undersigned, being the beneficiary under that certain Deed of Trust and Security Agreement dated as of March 25, 2005, and recorded March 28, 2005, in the real property records of St. Louis County, Missouri in Book 16438, at page 2402, as assigned to US Bank, N.A., as Successor Trustee to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities, Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2, by instrument recorded in the aforesaid records in Book 17112, at page 3561, which Deed of Trust encumbers portions of the Property over which the foregoing Amended and Restated Reciprocal Easement and Restriction Agreement pertains, does hereby consent to said Amended and Restated Reciprocal Easement and Restriction Agreement and does hereby subordinate the lien of said Deed of Trust so that, in the event of foreclosure thereunder, such Amended and Restated Reciprocal Easement and Restriction Agreement shall remain in full force and effect.

US BANK, N.A., as Successor Trustee to WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2

By: Wachovia Bank, National Association, a national banking association, solely in its capacity as Master Servicer, as authorized under that certain Pooling and Servicing Agreement dated as of June 1, 2005

By: Kristen Honeycutt
Name: Kristen Honeycutt
Title: Associate

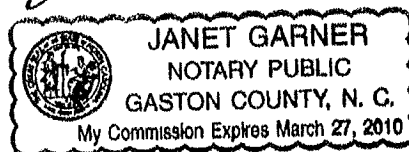
STATE OF North Carolina SS
COUNTY OF Mecklenburg

On this 15 day of September, 2009, before me personally appeared Kristen Honeycutt, to me personally known, who, being by me duly sworn, did say that (s)he is the Associate of Wachovia Bank, National Association, a national banking association, and that said instrument was signed on behalf of Wachovia Bank, National Association; and said individual acknowledged said instrument to be the free act and deed of said association.

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

My commission expires: 2-27-2010

Janet Garner
Notary Public



CONSENT OF HOLDER OF DEEDS OF TRUST

The undersigned, being the beneficiary under that certain Deed of Trust and Security Agreement dated as of Oct. 16, 2007, and recorded Oct. 17, 2007, in the real property records of St. Louis County, Missouri in Book 17701, at page 5352, which deed of trust encumbers portions of the Property over which the foregoing Amended and Restated Reciprocal Easement and Restriction Agreement pertains, does hereby consent to said Amended and Restated Reciprocal Easement and Restriction Agreement and does hereby subordinate the lien of said deed of trust so that, in the event of foreclosure thereunder, such Amended and Restated Reciprocal Easement and Restriction Agreement shall remain in full force and effect.

GREAT SOUTHERN BANK

By: Carol L. Hansen
 Name: Carol L. Hansen
 Title: Vice President

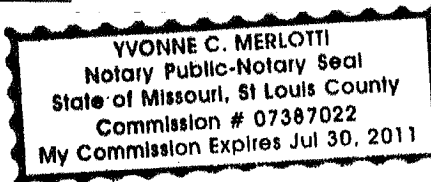
STATE OF MISSOURI)
)
 COUNTY OF ST. LOUIS) SS

On this 17 day of September, 2009, before me personally appeared Carol L. Hansen, to me personally known, who, being by me duly sworn, did say that (s)he is the Vice President of Great Southern Bank, a Banking Corporation and that said instrument was signed on behalf of said Banking Corporation, and said individual acknowledged said instrument to be the free act and deed of said Banking Corporation.

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.

Yvonne C. Merlotti

Notary Public
 My commission expires: 7/30/2011



CONSENT OF HOLDER OF DEEDS OF TRUST

The undersigned, being the beneficiary under that certain Deed of Trust and Security Agreement dated as of Jan. 31, 2007, and recorded February 2, 2007, in the real property records of St. Louis County, Missouri in Book 17443, at page 3817, which deed of trust encumbers portions of the Property over which the foregoing Amended and Restated Reciprocal Easement and Restriction Agreement pertains, does hereby consent to said Amended and Restated Reciprocal Easement and Restriction Agreement and does hereby subordinate the lien of said deed of trust so that, in the event of foreclosure thereunder, such Amended and Restated Reciprocal Easement and Restriction Agreement shall remain in full force and effect.

GREAT SOUTHERN BANK

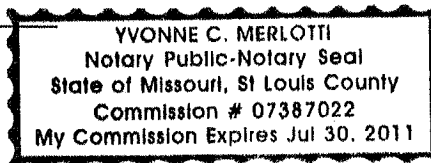
By: Carol L. Hansen
 Name: Carol L. Hansen
 Title: Vice President

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

On this 17 day of September, 2009, before me personally appeared Carol L. Hansen, to me personally known, who, being by me duly sworn, did say that (s)he is the Vice President of Great Southern Bank, a Bank Corporation and that said instrument was signed on behalf of said Bank Corporation; and said individual acknowledged said instrument to be the free act and deed of said Bank Corporation.

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.

Yvonne C. Merlotti
 Notary Public
 My commission expires: 7/30/2011



CONSENT OF HOLDER OF DEEDS OF TRUST

The undersigned, being the beneficiary under that certain Deed of Trust and Security Agreement dated as of July 15, 2005, and recorded July 18, 2005, in the real property records of St. Louis County, Missouri in Book 16654, at page 1145, which deed of trust encumbers portions of the Property over which the foregoing Amended and Restated Reciprocal Easement and Restriction Agreement pertains, does hereby consent to said Amended and Restated Reciprocal Easement and Restriction Agreement and does hereby subordinate the lien of said deed of trust so that, in the event of foreclosure thereunder, such Amended and Restated Reciprocal Easement and Restriction Agreement shall remain in full force and effect.

NATIONAL CITY BANK

By: *S. Farris Tzinberg*
 Name: S. Farris Tzinberg
 Title: Vice President

STATE OF Missouri)
) SS
 COUNTY OF St. Louis)

On this 15th day of September, 2009, before me personally appeared S. Farris Tzinberg, to me personally known, who, being by me duly sworn, did say that (s)he is the VP of National City Bank, and that said instrument was signed on behalf of said VP; and said individual acknowledged said instrument to be the free act and deed of said VP.

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.

Rebecca A. Bunt

Notary Public
 My commission expires: 3/11/2012



Rebecca A. Bunt
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for St. Louis Cty.
 My Commission Exp. 3/11/2012
 Commission #00501563

CONSENT OF HOLDER OF DEEDS OF TRUST

The undersigned, being the beneficiary under that certain Deed of Trust and Security Agreement dated as of August 1, 2005, and recorded November 22, 2005, in the real property records of St. Louis County, Missouri in Book 16823, at page 703, which deed of trust encumbers portions of the Property over which the foregoing Amended and Restated Reciprocal Easement and Restriction Agreement pertains, does hereby consent to said Amended and Restated Reciprocal Easement and Restriction Agreement and does hereby subordinate the lien of said deed of trust so that, in the event of foreclosure thereunder, such Amended and Restated Reciprocal Easement and Restriction Agreement shall remain in full force and effect.

UMB BANK, N.A.

By: Victor Zarrilli
 Name: Victor Zarrilli
 Title: Senior Vice President

STATE OF Missouri)
 CITY ST LOUIS) SS
 COUNTY OF ST LOUIS)

On this 24th day of September, 2009, before me personally appeared Victor Zarrilli, to me personally known, who, being by me duly sworn, did say that (s)he is the Sr Vice President UMB Bank, N.A., a national banking association, and that said instrument was signed on behalf of said association; and said individual acknowledged said instrument to be the free act and deed of said association.

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.

M. Deborah King

Notary Public
 My commission expires: 8/11/12



EXHIBIT A

CityPlace Subdivision

Lots 1 through 10 and 15 of the CityPlace Subdivision as shown on the plat thereof recorded January 16, 2007 at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri.

CityPlace Condominium

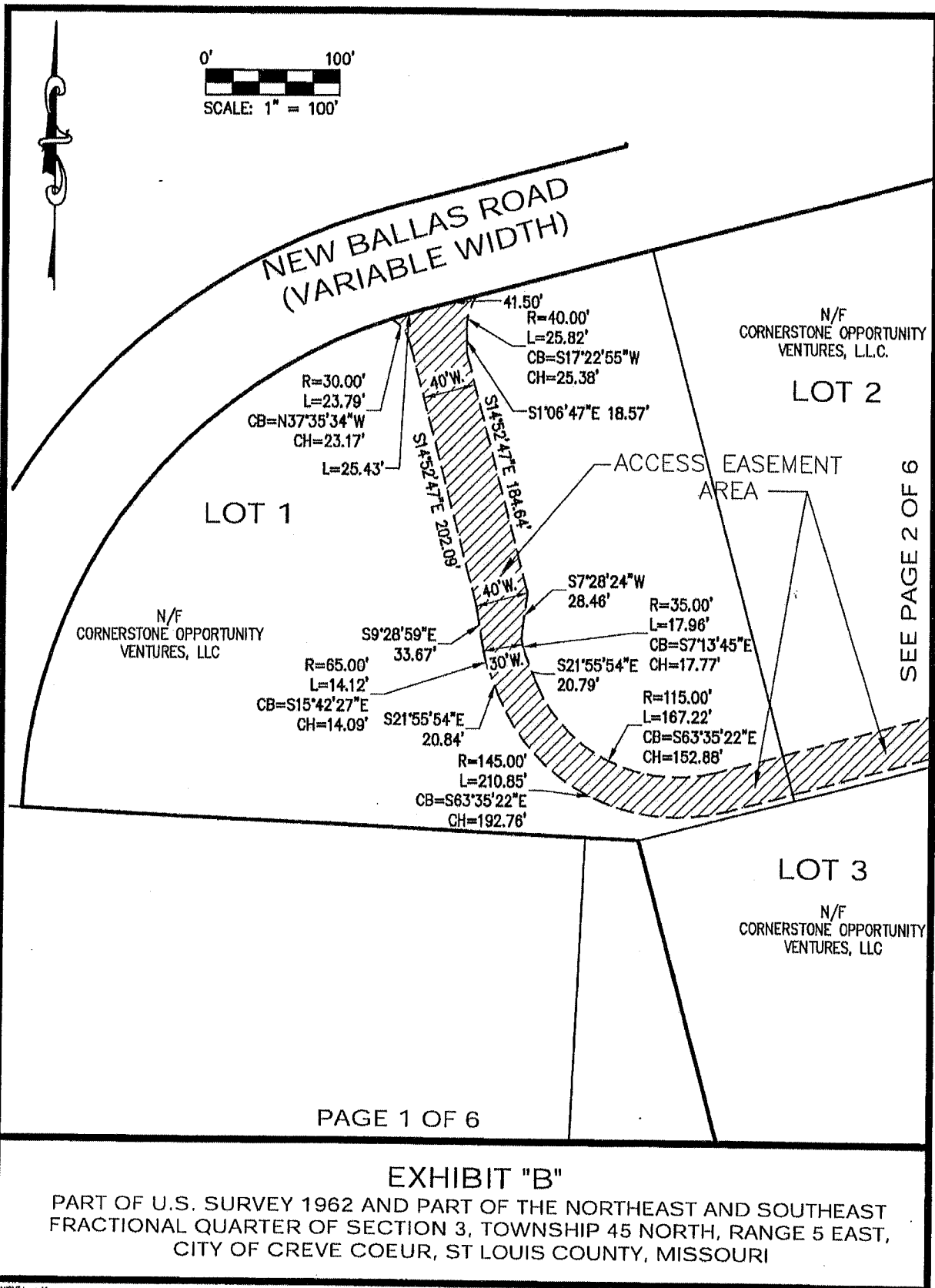
Units 1 & 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri.

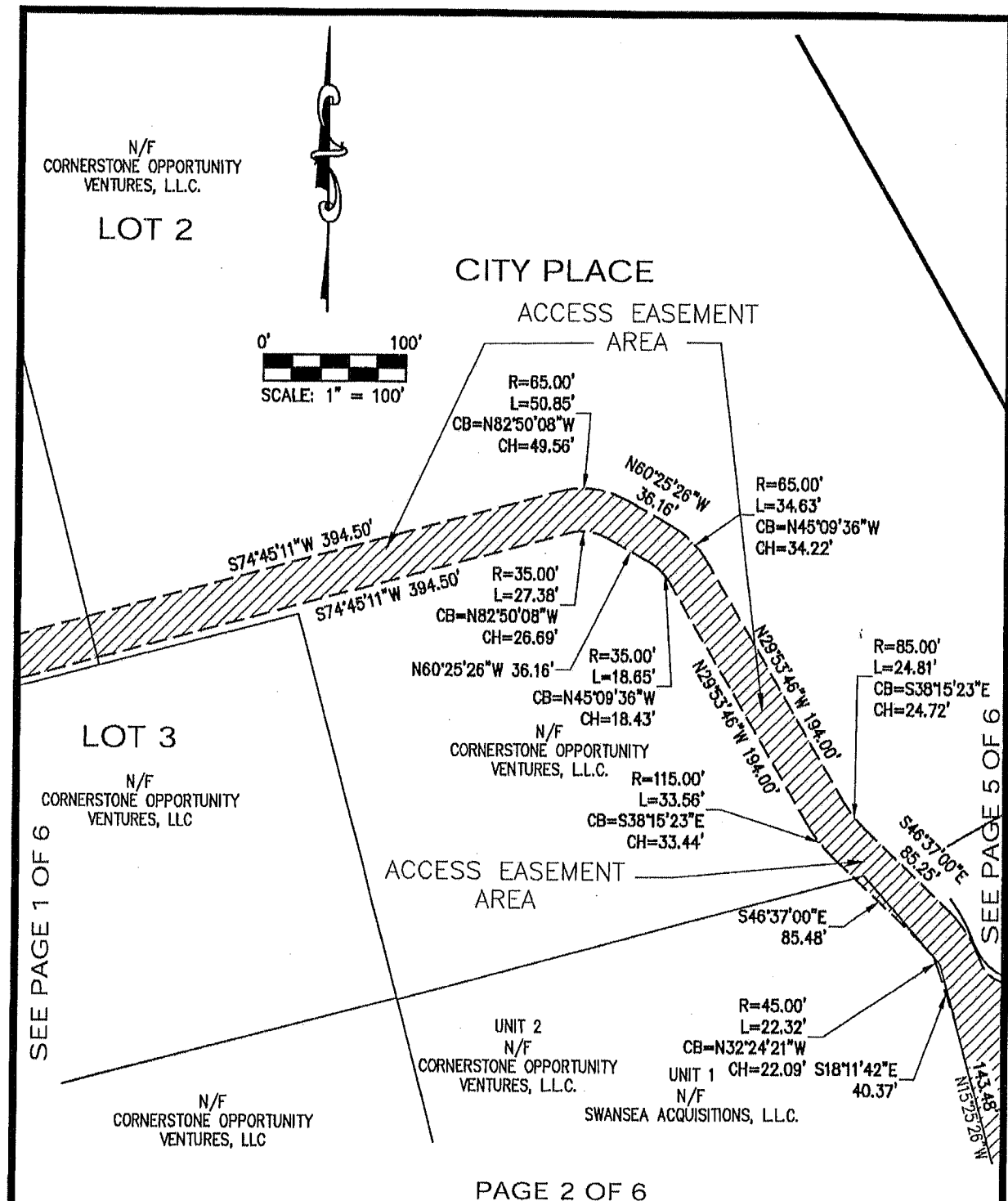
BP Tract

A tract of land in the Northeast fractional $\frac{1}{4}$ of Section 3, Township 45 North, Range 5 East and described as: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant South 74 degrees 38 minutes West 180.18 feet from its intersection with the West line of U.S. Survey 1962, said point being the Southwest corner of property conveyed to George E. Buemer by deed recorded in Book 1507 page 639 of the St. Louis County Records; thence along the West line of said property so conveyed to Buemer and its direct prolongation North 15 degrees 22 minutes West 253 feet to a point; thence South 74 degrees 38 minutes West 112.35 feet to a point; thence South 15 degrees 22 minutes East 253 feet to a point in the North line of Olive Street Road; thence along the North line of Olive Street Road, North 74 degrees 38 minutes East 112.35 feet to the beginning. Excepting therefrom that part taken for road purposes by condemnation proceeding in Cause #265592 to the State of Missouri in Circuit Court of St. Louis County, Missouri.

EXHIBIT B

Access Road and Detention Pond





PAGE 2 OF 6

EXHIBIT "B"

PART OF U.S. SURVEY 1962 AND PART OF THE NORTHEAST AND SOUTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST LOUIS COUNTY, MISSOURI

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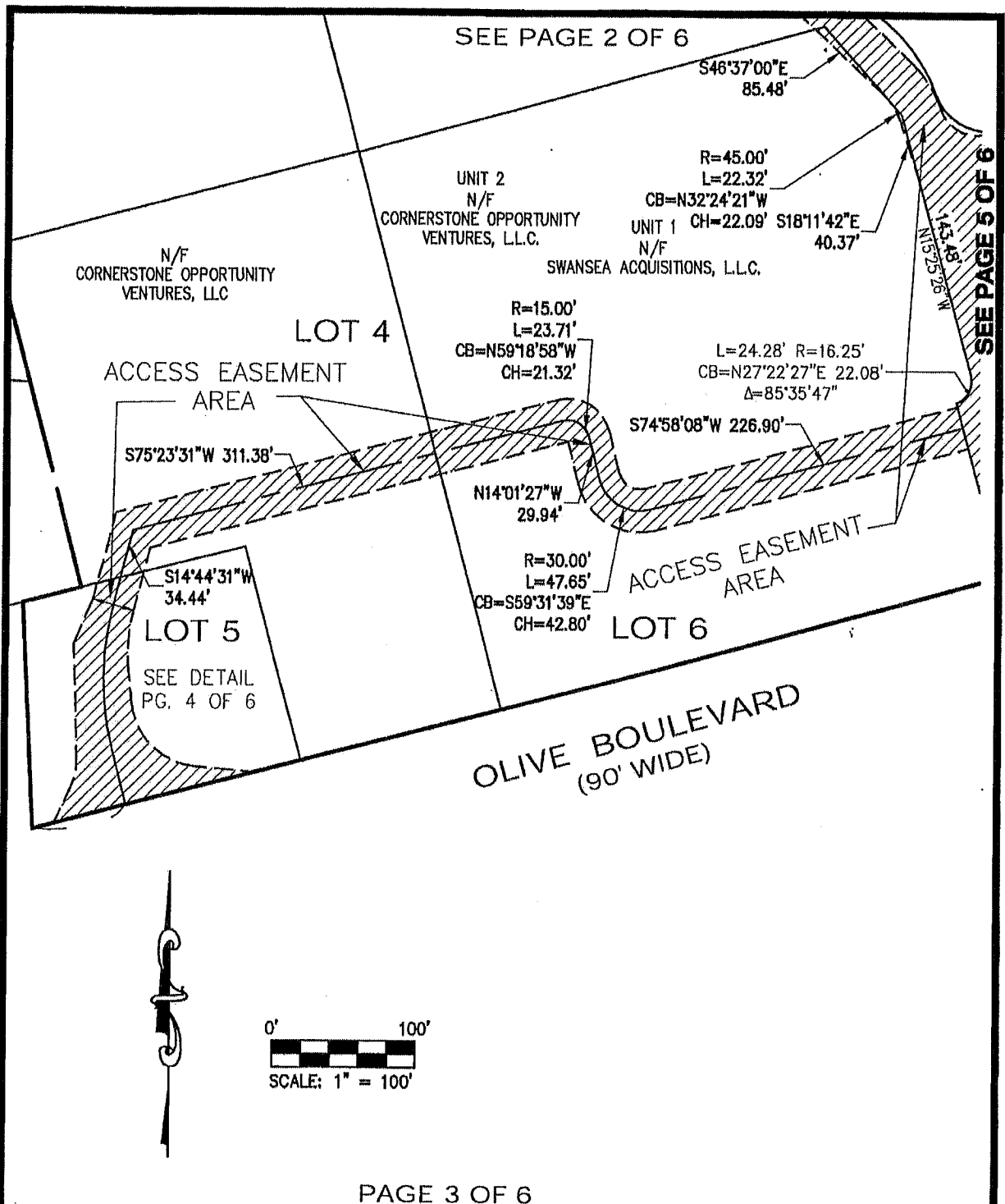
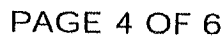


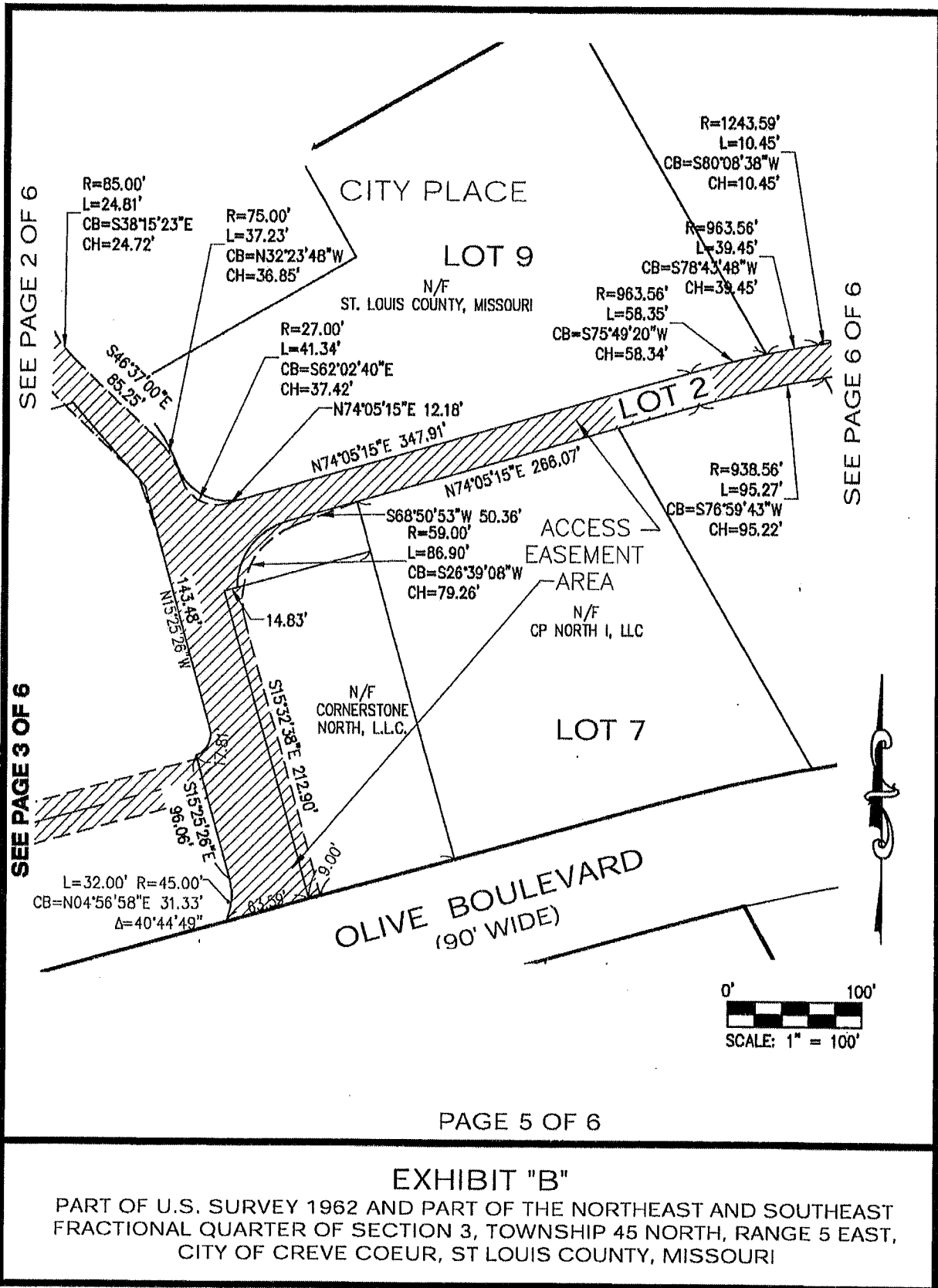
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FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST,
CITY OF CREVE COEUR, ST LOUIS COUNTY, MISSOURI

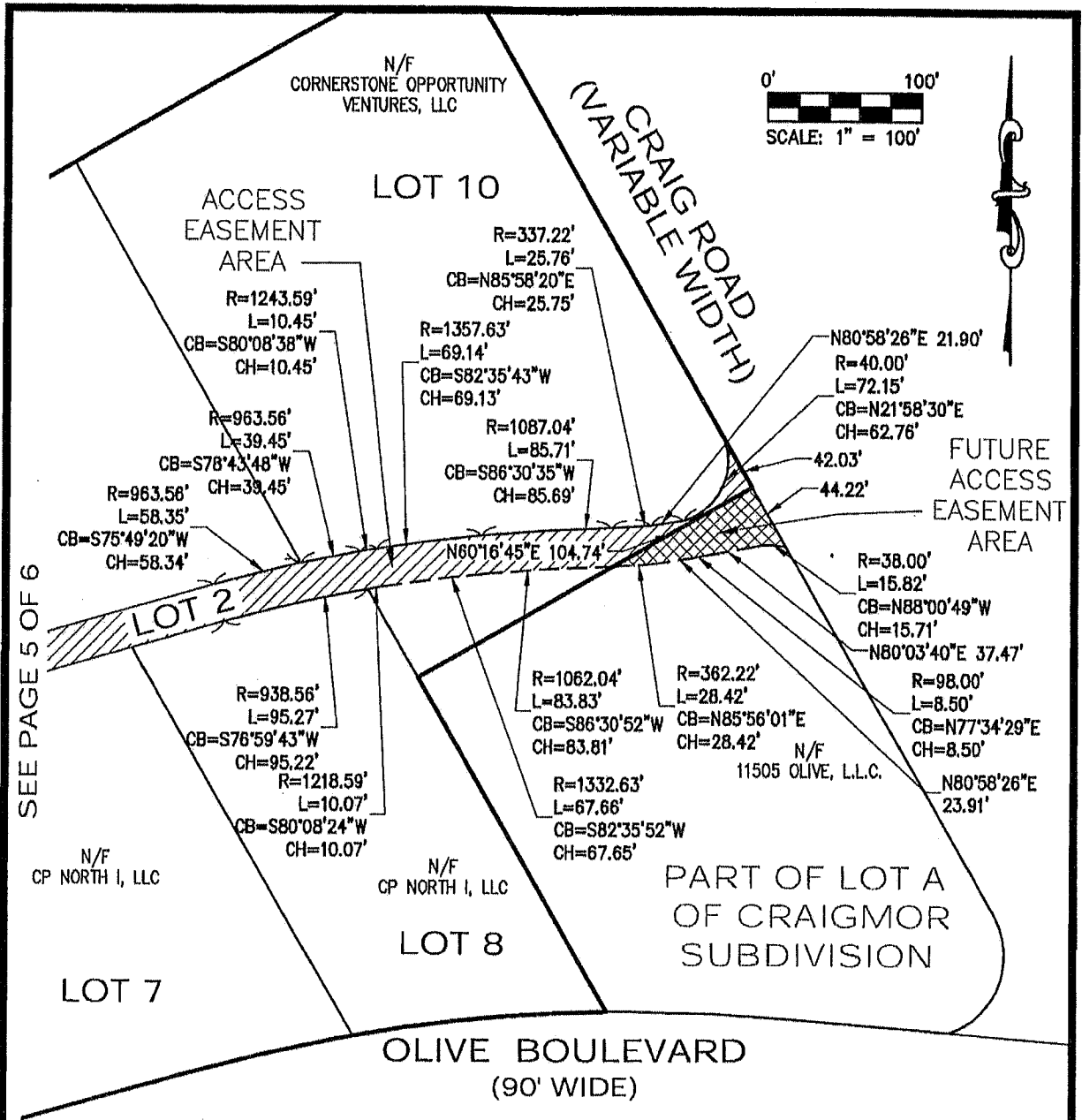
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CITY OF CREVE COEUR, ST LOUIS COUNTY, MISSOURI



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PAGE 6 OF 6

EXHIBIT "B"

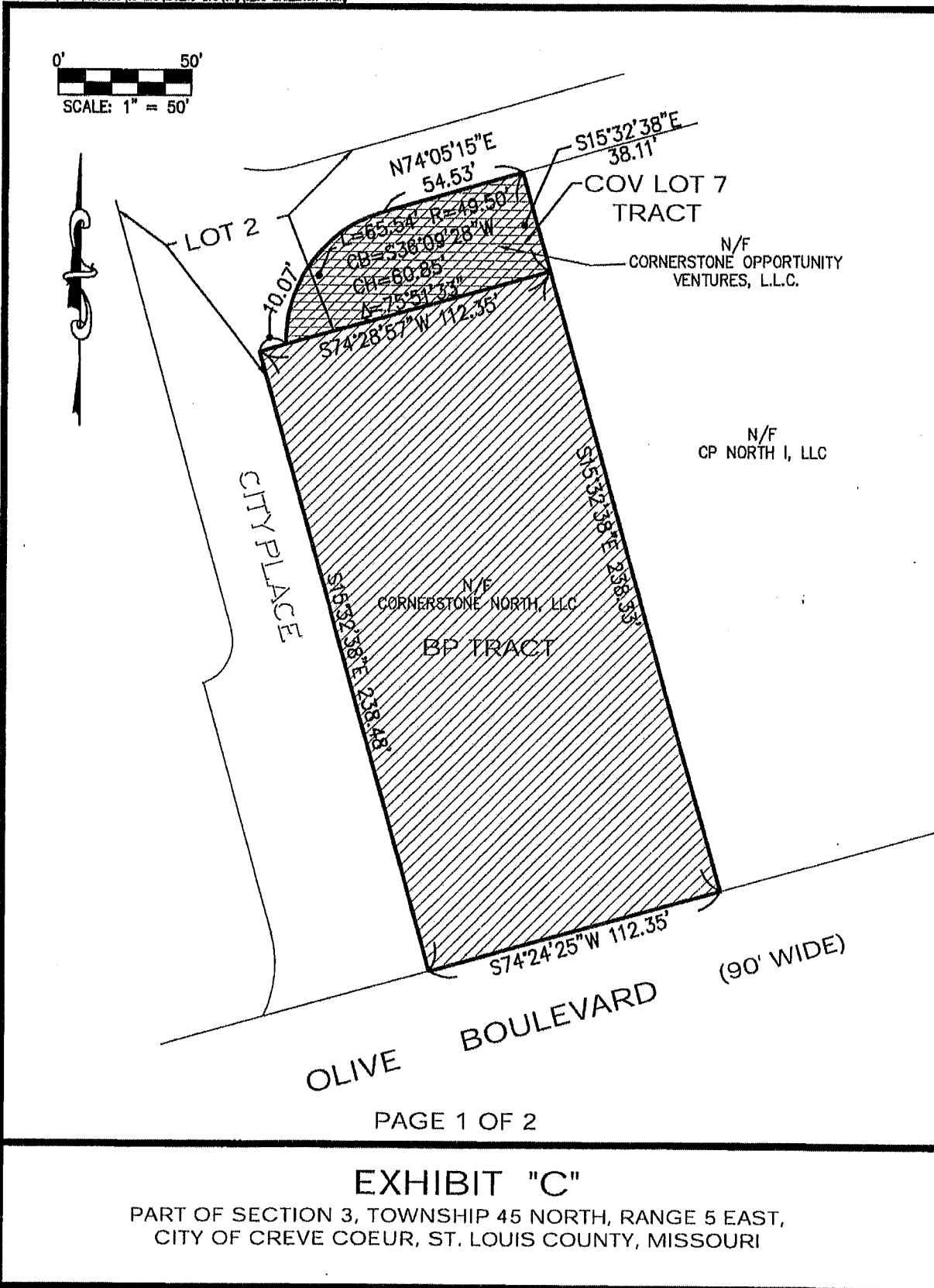
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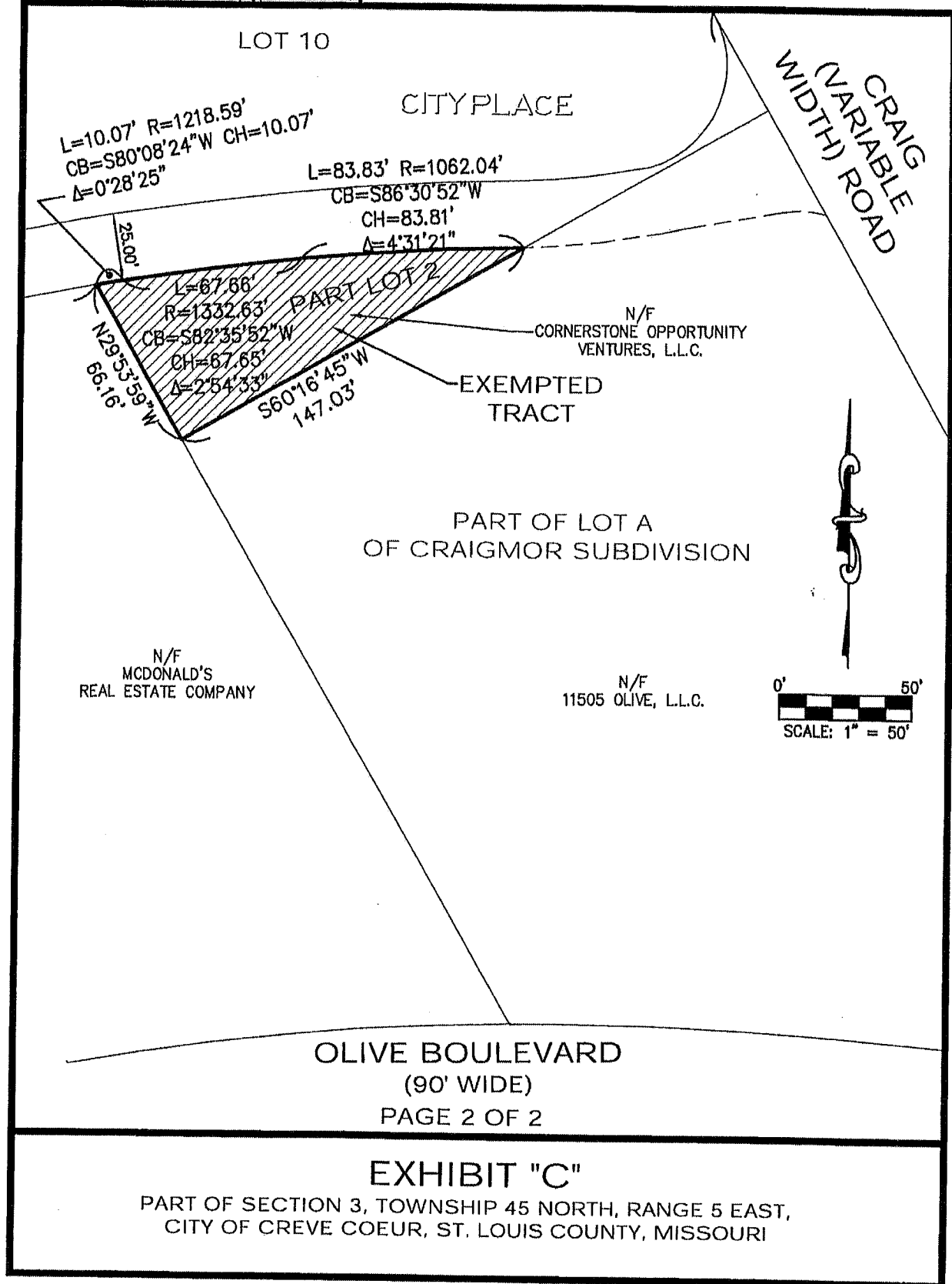
EXHIBIT C

Exempted Tract, BP Tract and COV Lot 7 Tract

LAYOUT EXHIBIT C
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city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • www.crevecoeurmo.gov

APPLICATION TO PLANNING AND ZONING COMMISSION #24-004: FINAL PLAT FOR THE SUBDIVISION OF A 95.8 ACRE LOT AT 10300 OLIVE BOULEVARD INTO SEVENTEEN NEW LOTS KNOWN AS THE OLIA VILLAGE CREVE COEUR SUBDIVISION

FOR THE MEETING OF: Monday, February 5, 2024

LOCATION: 10300 Olive Boulevard, Olia Village “PMD” Planned Mixed-Use Development District.

REQUEST: Matt Pfund, of Jack Matthews Development, has submitted an application for Final Plat approval for the subdivision of the Olia Village “PMD” Planned Mixed-Use Development located at 10300 Olive Boulevard. The lot is 95.8 acres and will be subdivided into 17 individual lots with shared common ground. The purpose of the final subdivision plat is to establish a legal record of the subdivision in accordance with the provisions of Section 410.140.

ADDITIONAL INFORMATION: The applicant has submitted Phase 1-A and 1-B site improvement permit applications to the Department of Public Works and those plans remain under review. Additionally, Section 4.3 allows the City to place a hold on issuance of the Site Improvement Permit for the Phase One Site Development Plan unless and until the City takes formal action on any incentive requests filed by the Applicant and this review is still ongoing.

APPLICANT/OWNER: Matt Pfund
Jack Matthews Development
90 Edwardsville Professional Park
Edwardsville, IL, 62025

**APPLICANT’S
REPRESENTATIVE:**

Chris Stritzel
CMT Engineering
2750 W. Washington Street
Springfield, IL, 62702

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Subdivision Regulations?
- Does the subdivision meet the zoning district requirement?

Creve Coeur 2030 Plan References

- Comprehensive Plan
Amendment Former Bayer
West Site

Zoning Code References

- Section 405.390: Planned
Zoning Districts District
- Chapter 410: Subdivision
and Development of Land



REPORT PREPARED BY: BETHANY L. MOORE, AICP, CITY PLANNER

DATE: 1/30/24

ATTACHMENTS: Draft Ordinance
Applicant’s revised Final Plat submitted on January 26, 2024

BACKGROUND

The applicant is seeking final plat approval for a 17-lot subdivision, known as Olive Village Creve Coeur, on a previously unsubdivided 95.8-acre lot in the Olia Village “PMD” Planned Mixed-Use Development zoning district. The lot is the former Bayer west campus property which was rezoned from “RO” Research Office to “PMD” Olia Village Planned Mixed-Use Development in 2023 when it also received Site Concept Plan, Phase One Site Development Plan and Preliminary Plat Approval. The subject property includes five existing structures that will be reused in combination with new structures as part of the proposal for a planned mixed-use development with a combination of multifamily, townhouses, hotel, retail and office space. The final plat has been submitted for review and final approval by the Planning and Zoning Commission and City Council pursuant to Section 410.140 of city’s subdivision code. Once approved, the mylar will need to be recorded with St. Louis County and the submission of two physical copies and 1 digital copy of the recorded final plat shall be submitted to the City in accordance with Section 410.490 of the subdivision code which states the following:

Section 410.490 Recording of Plats

All final plats for subdivisions of land in the City shall be recorded by plat with the Recorder of Deeds of St. Louis County and two (2) copies of a final subdivision plat shall be provided the Zoning Administrator before any occupancy permit is assigned for buildings constructed within the subdivision.

A “PMD” is a Planned Zoning District that allows a unique mixture of commercial, residential, office, lodging and services uses subject to the criteria in Section 405.390, Planned Zoning Districts, which allows each “PMD” to create a unique set of requirements for developments subject to each governing ordinance. Amended Ordinance 5862 approved the Rezoning, Site Concept Plan, and Phase One Site Development Plan which does not require the submission of subdivision improvement plans due to the phased nature of the development. Individual site improvement plans for each lot will be submitted for staff review upon approval of the future Site Development Plans (for each lot) by the Planning and Zoning Commission and City Council. Specifically, the approval for Phase One Site Development Plan within Section 4.1 states the following:

A final subdivision plat consistent with the approved preliminary plat for the property shall be submitted prior to issuance of any permits other than demolition and grading permits. The final subdivision plat shall include the restrictive covenants and deeds for the property; and shared parking and access agreements for review and approval by the City Attorney.

The applicant has submitted Phase 1-A and 1-B site improvement permit applications to the Department of Public Works and those plans remain under review. Additionally, Section 4.3 allows the City to place a hold on issuance of the Site Improvement Permit for the Phase One Site Development Plan unless and until the City takes formal action on any incentive requests filed by the Applicant and this review is still ongoing.

The Planning and Zoning Commission approved the Preliminary Plat on October 2, 2023. Along with the final plat, the applicant has included the restrictive covenants and deeds for the property for the review and approval by the City Attorney and the shared parking and access agreements will be submitted for review at a later date.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial, Multi-Family	“CB,” “GC,” and “AR”	Olive Boulevard
South	Single-Family Residential, Commercial	“A” Single-Family Residential and GC District	N/A
East	Bayer East Campus	“RO” Research Office District	North Lindbergh Boulevard
West	Single Family Residential	“A,” “B,” and “C-RDD” Single Family Residential	N/A

ANALYSIS

Conformance with the Preliminary Plat

The final plat contains the same lot layout as the Preliminary Plat, with 17 lots ranging in size from 1 acre to 11.1 acres, and 8 areas of common ground to be maintained by the Olia Village Lot Owners Association per the Declaration of Covenants, Conditions and Restrictions for Olia Village. The Final Plat has been revised to incorporate the conditions of approval for the preliminary plat, renamed Arbor Lane to Arbor Way, Harvest Drive to Vintage Avenue, and Twisted Branch to Twisted Branch Drive to avoid conflicts in St. Louis County, and incorporated preliminary review comments from Staff but is not substantially different than the Preliminary Plat.

The Final Plat records which streets and street segments are public streets and which are private, in accordance with the approved Preliminary Plat and Site Concept Plan. The public streets include the majority of Twisted Branch Drive, and Pavilion Drive, Vine Street, Olive Cove, Olia Drive and a portion of Main Street. The private streets include the Bayer Drive overpass, Arbor Way, the portions of Twisted Branch Drive and Pavilion Drive that connect Vine Street to the private section of Main Street, and Vintage Avenue that will be dedicated as public street in the event that access from Olive Boulevard has been secured as public as well. It also includes the locations of the proposed common grounds which include the park, existing walking path and the detention basins. The locations of utility and public access easements along the planned streets which are designated as either “special use primuse” or “public primuse” for utility maintenance and which include the locations of the sidewalks with pedestrian easements on top of the primuses are also clearly marked. Any easements that are required to be vacated will be submitted for approval at a later date, in association with the plans for each phase.

[illegible]

The Olia Village Lot Owners Association will be created and governed by the Declaration of Covenants, Conditions and Restrictions for Olia Village. This document has been submitted and reviewed by the City Attorney. These comments have been sent to the applicant and added as conditions of approval.

The document includes the maintenance and control of the common ground and all improvements and easements held by the Association for the common use and enjoyment of all Owners within Olia Village, including the Main Street area and the “primuse,” permanent roadway improvement, maintenance, utility, stormwater and sanity stormwater easement. The existing walking path is included within Common Ground #2 and will be maintained by the Association. Staff has added a condition of approval that language be added to the final plat and the covenants document that the walking path and the Village Green included as Common Ground #7 be open to the public for public use.

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CONCLUSION AND ACTION

Review of a final plat is a ministerial act to ensure that the proposed final plat is substantially similar to the preliminary plat and substantially meets all land development standards of this Chapter and those of any other applicable City regulations, including the requirements of Amended Ordinance 5862. This application does appear to substantially meet all applicable codes for the Olia Village “PMD” Planned Mixed-Use Development District, subject to the following suggested conditions of approval which are also included in the attached draft ordinance:

1. All easement labels and descriptions on the plat, as well as all subdivision plat scripts and final Declaration of Covenants, Conditions and Restrictions, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.
2. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.
3. The Applicant shall include language on the plat on sheet 2 of 4 under “Owner’s Certificate” that states that the maintenance of the “primuse” is not the responsibly of the City of Creve Coeur.
4. The Applicant shall amend the Final Plat and covenant language to state that the existing walking trail within the Common Ground #2 and Common Ground #7 a.k.a. Village Green will be maintained by the Olia Village Lot Owner’s Association but open to the public for public use.
5. The Applicant shall amend the Final Plat statement “Building lines as shown on this plat are hereby established” on Sheet 2 of 4 under “Owner’s Certificate” to include language that references Attachment B of amended ordinance 5862 which establishes all setback requirements for all lots within the Olia Village Creve Coeur Subdivision.

Action on this item will be in the form of a motion to recommend approval of the attached draft ordinance as presented, or approval with additional conditions, to meet all technical requirements. Final approval of the draft ordinance by City Council is required. Assuming agreement with the Staff Report, the following is an example motion for this application:

“I move to recommend approval of the final subdivision plat for Olia Village Creve Coeur with the conditions recommended by staff as provided in the staff report for the meeting of February 5, 2024.” (other conditions may be added, eliminated, altered, and modified by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS (CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 4: AERIAL MAP



SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

AN ORDINANCE AUTHORIZING A CHANGE OF ZONING FROM “RO” RESEARCH OFFICE DISTRICT TO THE OLIA VILLAGE “PMD” PLANNED MIXED-USE DEVELOPMENT DISTRICT AND APPROVING THE SITE CONCEPT PLAN AND PHASE ONE SITE DEVELOPMENT PLAN FOR SUCH DEVELOPMENT ON THE APPROXIMATELY 96 ACRE PROPERTY LOCATED AT 10300 OLIVE BOULEVARD.

WHEREAS, Mr. Matt Pfund, of Jack Matthews Development, representing 10300 Olive, L.L.C., has submitted an application to amend the Official Zoning Map of the City of Creve Coeur to change the zoning on the property of approximately 96 acres located at 10300 Olive Boulevard, from “RO” Research Office District to “PMD” Planned Mixed-Use Development District for the Olia Village Development; and

WHEREAS, in accordance with Section 405.390 of the Zoning Ordinance, the applicant has submitted the Site Concept Plan and Phase One Site Development Plan for the Olia Village development on the subject property to the Department of Community Development; and

WHEREAS, a “PMD” Planned Mixed-Use Development district is a Planned Zoning District that will allow a unique mixture of commercial, residential, office, lodging and service uses subject to the criteria set forth in Section 405.390, Planned Zoning Districts, of the Zoning Code, the terms of this ordinance, and the conditions of approval; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, September 5, 2023, beginning at 6:00 p.m. or immediately following the close of the previous public hearing, on said application; and

WHEREAS, notice of said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Commission resumed the public hearing on September 18, 2023 and October 2, 2023; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 7-0 vote, recommended approval of the rezoning, Site Concept Plan and Phase One Site Development Plan subject to conditions at its meeting on October 2, 2023; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council being fully informed finds that rezoning the property as set forth herein would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice; and

WHEREAS, the City Council further finds that the proposed development is eligible for consideration to be a Planned Mixed-Use Development under the planned zoning district process, because it exceeds three acres in size, could not be approved under any other Zoning District, is currently zoned “RO” Research Office, and the applicant has provided credible evidence that the proposal substantially complies with the purpose, objectives and provisions of

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

Section 405.390 and is generally consistent with the applicable provisions of the Comprehensive Plan, subject to the terms and conditions of approval set forth herein; and

WHEREAS, the City Council further finds that the proposed development as described in the Site Concept Plan meets the applicable design criteria set forth in Section 405.390.F.6(a) as hereby supplemented, modified and superseded and will provide sufficient public benefits as required by Section 405.390.E; and

WHEREAS, the City Council further finds that the Phase One Site Development Plan substantially complies with the Site Concept Plan and otherwise meets the requirements of Section 405.390.H subject to the conditions of approval set forth herein.

WHEREAS, on reconsideration the Council determined certain refining amendments were in order,

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The Official Zoning Map of the City of Creve Coeur shall be amended to rezone the approximately 96-acre property located at 10300 Olive Boulevard, from "RO" Research Office to the Olia Village "PMD" Planned Mixed-Use Development District, subject to the regulations, requirements and conditions stated herein, which property is more specifically described on Exhibit A attached hereto.

SECTION 2: The zoning and development regulations of the Olia Village PMD District shall be as set forth on Exhibit B attached hereto. Exhibit B and the final concept and development plans shall meet the following overriding conditions:

1. There shall be a 20-foot-wide landscape greenspace on the development side of the retaining wall along the southern end of Lots 10 and 17. Landscaping screening in this area shall consist of evergreens and continuous evergreen screening at the top of the retaining wall and a row of deciduous trees along Lot 10 where the base of the retaining wall faces parking lots in the greenspace area.
2. On Lot 1, the height of the garage shall not exceed that of the adjacent buildings on Lot 1.
3. The parking garage on Lot 4 shall not exceed 81 feet in height on the southern portion.
4. The building on Lot 10 shall not exceed 150,000 square feet in floor area or 60 feet in height.

SECTION 3: The Site Concept Plan submitted for Olia Village on October 23, 2023, and attached hereto as Exhibit C is hereby approved, subject to this ordinance and the zoning and development regulations provided in Exhibit B and the following conditions:

1. All improvements for traffic mitigation as recommended by the Traffic Impact Study dated September 13, 2023 prepared by CMT shall be approved by MoDOT and the City's Department of Public Works prior to approval of a final occupancy permit by the Building Division in association with Phase 2 building construction.
2. Each phase as identified in the approved Site Concept Plan shall require Site Development Plan approval in accordance with Section 405.390.H. of the Zoning Code.

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

3. The residential buffer yard shall be a minimum width of 50-feet from the property line when the buffer yard is adjacent to the existing single family residential zoning districts.

SECTION 4: The Phase One Site Development Plan submitted for Olia Village on October 23, 2023 and attached hereto as Exhibit D is hereby approved subject to this ordinance, the zoning and development regulations provided in Exhibit B and the Site Concept Plan provided in Exhibit C, in lieu of a separate resolution, subject to the following conditions:

1. A final subdivision plat consistent with the approved preliminary plat for the property shall be submitted prior to issuance of any permits other than demolition and grading permits. The final subdivision plat shall include the restrictive covenants and deeds for the property; and shared parking and access agreements for review and approval by the City Attorney.
2. The Applicant shall submit Site Improvement Plans, showing all site improvements, to the Department of Public Works for review and issuance of a Site Improvement Permit. The Site Improvement Plans shall be in substantial conformance with the "Phase One Site Development Plan" received October 23, 2023 in conjunction with Application #23-028 by CMT as hereby modified. All regional, state and federal agency approvals shall be submitted to the Department of Public Works prior to the City's issuance of a site improvement permit.
3. Hold on Issuance of Site Improvement Permit for Phase One Site Development Plan. The City shall not be obligated to issue the Site Improvement Permit to commence construction at the property on the Phase One Site Development Plan unless and until the City takes formal action on any incentives request filed by the Applicant. Should the City deny any incentives request filed by Applicant, in whole or in part, or if the City's approval of any incentives request filed by Applicant is unacceptable to Applicant, in its sole discretion, the City shall nevertheless issue Site Improvement Permits upon Applicant's demonstration that there are sufficient funds to complete the portion of the development that relates to the approved Phase One Site Development Plan.
4. All street lighting shall substantially comply with the Site Lighting standards provided in the Phase One Site Development Plan, including fixture design.
5. A final landscape plan shall be submitted for staff approval in substantial compliance with the Conceptual Landscape Plan for Phase One Site Development Plan and the Tree Preservation Plan prepared by SWT and submitted to the City on October 23, 2023 subject to this ordinance and to the following additional requirements:
 - a. All deciduous trees shall be a minimum size of 2.5-inch caliper in size at time of planting; evergreen or coniferous varieties shall be a minimum height of 6-feet at time of planting.
6. Residential Adjacent Buffer yard. The 40-foot buffer yard as shown on the submitted Site Concept Plan shall be increased to 50-feet as stated above and improved to the following standards:
 - a. All new plantings as shown on the Phase 1 Planting Plan prepared by SWT Design with a sealed signature date of 10-23-23 shall be installed as part of this phase. The plantings shall be a minimum of 2.5-inch caliper in size for deciduous trees and 8-feet in height for evergreen or coniferous varieties at time of planting. Additional plantings may be required by the Zoning

SECOND AMENDED BILL NO. 6089 AMENDED ORDINANCE NO. 5862

Administrator, at the time of final inspection, to ensure a robust and dense landscaped screen to the maximum extent as conditions allow prior to a final inspection approval of the site improvement permit associated with Phase One.

SECTION 5: This Ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter but not prior to the Ordinance and the approved Site Concept Plan and Phase One Site Development Plan being recorded by the applicant in the office of County Recorder of Deeds. In addition to meeting the foregoing conditions, the applicant must present proof to the City of such recording before any permits may be issued. If said Ordinance and Plans are not recorded within one (1) year of the date of approval, the Ordinance shall be deemed repealed and the approval of the Plans shall be deemed revoked. This Ordinance, the Site Concept Plan, and the Phase One Site Development Plan, and subsequently approved site development plans, shall govern the development and use of the subject property and no development or use, other than temporary uses allowed by the Zoning Code, shall be permitted within the area of the Olia Village Planned Mixed-Use Development District. The Site Concept Plan as herein approved shall be valid for a period of eight years from the date hereof, unless extended as provided in Section 405.390.N. The Phase One Site Development Plan as herein approved shall be valid for 12 months from the date hereof, subject to the provisions of Section 405.390.N. All building permits shall conform to the provisions of the Olia Village PMD District and the approved Site Concept Plan and Phase One Site Development Plan.

ADOPTED THIS 13th DAY OF NOVEMBER, 2023.



NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS 13th DAY OF NOVEMBER, 2023.
am



DR. ROBERT HOFFMAN
MAYOR

ATTEST:



KELLIE HENKE
CITY CLERK



EXHIBIT A LAND DESCRIPTION

A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF MAJOR THOMAS SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH-PUBLIC RIGHT OF WAY) BOULEVARD WITH THE NORTH LINE OF LAND NOW OR FORMERLY OF VANTAGE CREDIT UNION, AS RECORDED BY DEED IN BOOK 23850, PAGE 141 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF SUNSWEPT PLAT 3, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 4 AND SUNSWEPT PLAT 2, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 23, ALL OF SAID RECORDER'S OFFICE, NORTH 89 DEGREES 11 MINUTES 17 SECONDS WEST, A DISTANCE OF 1352.62 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF DONALD J AND MARGRETTA CASSMEYER, ETAL, AS RECORDED BY DEED IN BOOK 11070, PAGE 767 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF LAND NOW OR FORMERLY OF JAVED MUHAMMAD ALI AND ALZUBEIDI DUHA, AS RECORDED BY DEED IN BOOK 23726, PAGE 3547; TIMOTHY C TOWNSEND, ETAL, AS RECORDED BY DEED IN BOOK 23562, PAGE 160, ALL OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 500.19 FEET TO THE EAST LINE OF SPOEDE HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 54, PAGE 26 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SPOEDE WOODS, A SUBDIVISION FORMERLY KNOWN AS GAS LIGHT SQUARE, AS RECORDED IN PLAT BOOK 104, PAGE 18 OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 08 MINUTES 11 SECONDS EAST, A DISTANCE OF 831.21 FEET TO THE NORTH LINE OF SAID SPOEDE WOODS;

THENCE ALONG SAID NORTH LINE, NORTH 88 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 826.36 FEET TO THE EAST LINE OF MISSION HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 36 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF RAMBLEWOOD, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 58 AND THE EAST LINE OF LAND NOW OR FORMERLY OF MDC COAST 22 LLC, AS RECORDED BY DEED IN BOOK 25302, PAGE 4186, ALL OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 01 DEGREES 12 MINUTES 15 SECONDS EAST, A DISTANCE OF 466.53 FEET; NORTH 88 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 51.85 FEET AND NORTH 04 DEGREES 53 MINUTES 33 SECONDS WEST, A DISTANCE OF 682.38 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 340, A.K.A. OLIVE (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: ALONG A NON- TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11,358.19 FEET, WITH A CENTRAL ANGLE OF 00 DEGREES 49 MINUTES 02 SECONDS, WHICH CHORD BEARS SOUTH 89 DEGREES 27 MINUTES 38 SECONDS EAST, A CHORD DISTANCE OF 162.03 FEET, THROUGH AN ARC LENGTH OF 162.03 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 427.12 FEET; NORTH 01 DEGREES 00 MINUTES 53 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 723.00 FEET AND SOUTH 86 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 200.26 FEET TO THE SOUTHWEST RIGHT OF WAY TRANSITION BETWEEN STATE HIGHWAY 340 AND STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 03 MINUTES 50 SECONDS EAST, A DISTANCE OF 328.98 FEET;

SOUTH 43 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 413.64 FEET; SOUTH 32 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 248.25 FEET AND SOUTH 11 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 250.82 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED LINDBERGH BOULEVARD;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 01 DEGREES 00 MINUTES 47 SECONDS EAST, A DISTANCE OF 256.89 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 105.09 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 30.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 40.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 300.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.00 FEET AND SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 847.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 4,171,444 SQUARE FEET OR 95.763 ACRES IS BASED UPON AN ACTUAL URBAN CLASS BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS OF RECORD AND NOT OF RECORD, IF ANY.

**ATTACHMENT B
ON RECONSIDERATION 11-13-2023**

All provisions of the City of Creve Coeur, MO City Code shall apply to this Planned Mixed-Use Development (PMD) District (subject to the terms thereof) except as specifically modified herein.

I SPECIFIC CRITERIA

A. PERMITTED USES

Permitted Uses within the PMD shall be as shown on Table A at the end of this Attachment B. The permitted uses are further broken down by the following sub-district categories which have been identified on the approved Site Concept Plan and further defined below in this Attachment B.

1. Sub-District Category A – Main Street Development (Lots 2, 4, 5, 6, 7, 11, 12)
2. Sub-District Category B – Mixed-Used Development (Lots 1, 3, 8, 9, 13, 14, 15)
3. Sub-District Category C – General Office Development (Lots 10 and 17)
4. Sub-District Category D – Residential Development (Lot 16)

B. SUB-DISTRICT CATEGORY STANDARDS

Within the PMD, four (4) sub-districts categories have been identified to provide varying levels of regulations. The location of each sub-district shall be as shown on the approved Site Concept Plan and have each been further defined below.

1. CATEGORY A – “Main Street” Development Pattern Building placement:
 - Building volume: Buildings may be constructed not to exceed (8) stories or (100) feet measured from the primary sidewalk entrance level. Additional lower levels accessed from the side or rear are permitted. The southern portion of the parking garage on Lot 4 shall not exceed 81 feet in height.
 - Building floor heights: Sidewalk commercial level shall be 12-30 feet, upper-level office or residential shall be 9-30 feet.
 - Projecting façade elements: Awnings, canopies, balconies, colonnades are permitted.
 - Bay windows permitted on upper stories.
 - Parking: Shall not be permitted as a primary use. Structured, public surface, or on-street parking permitted. Private off-street surface parking prohibited.
2. CATEGORY B – Mixed Use Development Pattern Building placement:
 - Building volume: Buildings may be constructed not to exceed (5) stories or (60) feet measured from the primary sidewalk entrance level, except for Lot 1, as identified on the Site Concept Plan, the height of the buildings cannot exceed (3) stories or (45) feet, and the height of the parking structure on Lot 1 cannot exceed the height of the adjacent buildings on Lot 1. Additional lower levels accessed from the side or rear are permitted.
 - Building floor heights: First floor level shall be 12-30 feet; upper levels shall be 9-30 feet.

- Projecting façade elements: Awnings, canopies, balconies, colonnades, porte-cocheres are permitted.
 - Bay windows permitted on upper stories.
 - Parking: Structured, public surface, on-street parking, private off-street parking permitted.
3. CATEGORY C – General Office Development Pattern Building Placement:
- Building Volume: Buildings may be constructed not to exceed (4) stories or (70) feet measured from the primary building entrance, except for Lots 10 and 17, as identified on the Site Concept Plan, the height of buildings cannot exceed (3) stories or (45) feet, except that the building on Lot 10 shall not exceed (4) stories or 60 feet in height and shall not exceed 150,000 square feet of floor area. Additional lower levels accessed from the side or rear are permitted.
 - Building Floor Heights: All floor levels shall be 12-30 feet.
 - Projecting Façade Elements: Awnings, canopies, balconies, colonnades, porte-cocheres are permitted.
 - Outdoor Space: Outdoor amenity space such as patios or plazas serving building occupants are permitted.
 - Parking: Structured, public surface, on-street parking, private off-street parking permitted.
4. CATEGORY D – Residential Development Pattern Building placement:
- Building Volume: Attached single-family dwellings may be constructed not to exceed 3 stories or (40) feet in height; detached single family dwellings may be constructed not to exceed 2 ½ stories or (35) feet in height.

C. DIMENSIONAL REGULATIONS

1. Maximum Site Coverage.
 - a. Maximum site coverage shall be determined globally for the entire PMD District and shall not be calculated on an individual site/lot or sub-district basis. The total acreage used to define this calculation shall be the total PMD area, less any areas to be dedicated as public ROW or privately maintained streets, and shall be calculated as Site Coverage is defined in Section 405.120 of the City Code.
 - b. Maximum site coverage for the entire PMD District shall not exceed 60%.
2. Maximum Floor Area Ratio (FAR).
 - a. Floor Area Ratio shall be defined as the gross leasable floor area of all commercial buildings and all multifamily dwellings, and the dwelling unit floor area of all other residential buildings on any lot divided by the land area of such lots. Parking garages shall not be included in the Floor Area Ratio calculation.
 - b. Maximum floor area ratio shall be determined globally for the entire PMD District and shall not be calculated on an individual site/lot or sub-district basis. The total acreage

used to define this calculation shall be the total PMD area less any land that has been dedicated for use as public ROW.

- c. The Maximum Floor Area Ratio for the entire PMD District shall not exceed 0.70.

3. Lot Size Requirements:

- a. Minimum Lot Area. The permitted use of any given site or lot shall be determined by the size of the site or lot under single ownership or other common legal control as prescribed in Section 405.370(B).
- b. CATEGORY A – “Main Street” Sub-district:
 - 1. Minimum Lot Area. One-half (1/2) acre.
 - 2. Minimum Lot Width. One Hundred (100) feet.
 - 3. Minimum Lot Depth. One Hundred (100) feet.
- c. CATEGORY B – Mixed Use Sub-district:
 - 1. Minimum Lot Area. One-half (1/2) acre.
 - 2. Minimum Lot Width. Seventy-Five (75) feet.
 - 3. Minimum Lot Depth. One Hundred Fifty (150) feet.
- d. CATEGORY C – General Office Sub-district:
 - 1. Minimum Lot Size. One-half (1/2) acre.
 - 2. Minimum Lot Width. Seventy-Five (75) feet.
 - 3. Minimum Lot Depth. One Hundred Fifty (150) feet.
- e. CATEGORY D – Residential Sub-district:
 - 1. Minimum Lot Size. Eight hundred (800) square feet per lot.
 - 2. Minimum Lot Width. Fifteen (15) feet.
 - 3. Minimum Lot Depth. Forty (40) feet.

D. BULK REGULATIONS

1. Setback and Building Line Requirements within the Development (Internal):

- a. CATEGORY A – “Main Street” Sub-district:
 - 1. Minimum Front Yard. Zero (0) feet.
 - 2. Minimum Side Yard. Zero (0) feet.
 - 3. Minimum Rear Yard. Zero (0) feet.
 - 4. Buffer Yard. Not applicable internally.
- b. CATEGORY B – Mixed Use Sub-district:
 - 1. Minimum Front Yard. Zero (0) feet.
 - 2. Minimum Side Yard. Zero (0) feet.
 - 3. Minimum Rear Yard. Zero (0) feet.
 - 4. Buffer Yard. Not applicable internally.
- c. CATEGORY C – General Office Sub-district:
 - 1. Minimum Front Yard. Zero (0) feet.

2. Minimum Side Yard. Zero (0) feet.
 3. Minimum Rear Yard. Zero (0) feet.
 4. Minimum Distance Between Buildings or Unit Clusters. Zero (0) feet.
 5. Buffer Yard. Not applicable internally.
- d. CATEGORY D – Residential Sub-district:
1. Minimum Front Yard. Five (5) feet.
 2. Minimum Side Yard. None or seven and a Half (7.5) feet.
 3. Minimum Rear Yard. Five (5) feet.
 4. Minimum Distance Between Buildings or Unit Clusters. Fifteen (15) feet.
 5. Buffer Yard. Not applicable internally.
2. Buffer, Setback and Building Line Requirements to Adjacent Zoning Parcels (External to the PMD District):
- a. Any tract of land site abutting or adjoining a commercial development shall not require a buffer yard. Any tract of land site abutting or adjoining a single-family residential development shall only be required to meet the following requirements below:
- i. Provide a fifty (50) foot buffer yard on all sides of the PMD development that abut a single-family development. Provide a twenty (20) foot greenspace on the development side of retaining wall along the southern end of Lots 10 and 17 with evergreen screening at the top of retaining wall. Where greenspace is at the bottom of the retaining wall, deciduous trees shall be planted in this area in addition to the evergreen trees. The buffer yard shall otherwise be as defined in amended Section 405.390 of the City of Creve Coeur's zoning ordinance.
 - ii. No new commercial building may be located closer than twenty-five (25) feet to any required buffer yard.
- b. Setback and Building Line Requirements along Right-of-Ways:
- i. In every instance, the first ten (10) feet of the front yard setback measured from the right-of-way shall be provided with and maintained with sidewalks and/or landscaping including, but not limited to, deciduous street trees at regular intervals as shown on the concept plan.
 - ii. No building or structure shall be closer than ten (10) feet when abutting a non-residential zoned property.
 - iii. No maximum building line setback shall be enforced.
- c. Other CATEGORY D Regulations:
1. Maximum number of units per acre. Twenty (20).
 2. Minimum dwelling unit floor area. Seven hundred fifty (750) square feet/unit.
 3. Garages. No district restrictions will be required on garage facing, recessing, architectural details, or street facing frontage.

E. PARKING AND LOADING REQUIREMENTS

1. Parking Requirements:

- a. Required parking for this entire PMD District shall be determined globally for the entire District and shall not be calculated on an individual site/lot or sub-district basis; and shall be calculated as follows:
 - i. Required parking shall be calculated cumulatively per phase of development (as designated on the approved Phase Plan) based upon the sum of the square footage of individual land uses at the rate required by the City of Creve Coeur Code, less a fifteen percent (15%) reduction in the total number of spaces. Parking within the Residential Development District (CATEGORY D) shall not be provided with a fifteen percent (15%) reduction in the total number of spaces and shall adhere to the rate required by the City of Creve Coeur Code.
 - ii. Required parking shall be allowed on surface parking lots, parking garages, and on-street locations.
 - iii. No off-street surface parking locations will be allowed in any buffer yard or within the 10' yard setback along Right-of-Ways. Off-street surface parking locations shall be allowed in all other yards or setbacks within the development.
 - iv. Joint Parking Facilities. In the case of mixed-use buildings, the parking spaces required shall be computed separately for each use except as provided in Sections 405.800(G)(3-4) and 405.820(H)(6)(b).
 - v. On-street parking shall be allowed as approved by the City's Traffic Engineer and said parking shall count towards the required PMD parking noted in (i) above.
 - vi. No individual lot Site Development Plan shall be approved which will result in parking provided at less than the amount set forth in prior paragraphs.

2. Loading Requirements:

a. Purpose And Intent:

- i. It is the developers' intent to provide sufficient off-street loading areas and to ensure that such areas are located in a convenient location to the extent feasible. Loading areas shall be provided for trash collection as well as general deliveries.
- ii. The developer also acknowledges that the complexity of the proposed development will require flexibility in providing loading spaces and zones. The developer shall work with the City to find a balance of meeting the needs of the tenants and lot owners while respecting the safety and aesthetics of the traveling public. This may include actions such as restricting on-street parking during off-peak hours to allow for loading zones within on-street parking spaces to occur during early morning or late evening

hours. The developer shall work with the City to provide loading spaces and zones to meet the needs of the development.

- iii. Loading areas utilized for the location of trash collection or compaction areas may coincide with the required building loading space.

b. Dimensions of Spaces:

- i. Loading spaces, where designated, shall have a minimum dimension of twelve (12) feet width by thirty-five (35) feet length with a vertical clearance of at least fourteen (14) feet as shown on the approved individual lot Site Development Plan. In addition, some uses may require loading zones of larger dimension to accommodate larger tractor-trailers. These zones shall be at least sixty (60) feet in length, as shown on the approved individual lot Site Development Plan.

c. Schedule of Off-Street Loading Spaces:

- i. Loading spaces and zones shall take a shared approach within Category A – Main Street, Category B – Mixed-Use, and Category C – General Commercial sub-districts. The required spaces and zones for each individual use will be determined based upon the sections below with the quantity to be provided for each lot based upon the minimum required for the highest individual use (not cumulative).

- 1. A combination of dedicated loading spaces and shared loading spaces / zones may be used by restricting on street parking during off peak hours to allow for loading spaces or zones within the on-street parking space areas to occur during early morning or late evening hours.

- 2. The required loading spaces shall be calculated based upon the maximum required uses as follows:

a. CATEGORIES A, B & C:

- i. Residential & Transient Residential (Hotels, etc.) Uses. Any building containing more than fifty (50) apartment dwelling / room units shall provide one (1) loading space for each two hundred (200) units or fraction thereof.
- ii. Office Uses. One (1) loading space shall be provided for each such use having greater than 6,000 square feet of gross floor space.
- iii. Non-Residential or Non-Office Uses. The required loading spaces and/or zones shall be calculated upon the following table:

Floor Area (square foot)	Number of Spaces	Number of Zones
0 – 3,000	0	0
3,000 – 24,999	1	0
25,000 – 49,999	0	1
50,000 – 150,000	1	1
Each additional 150,000	1 additional	1 additional

b. CATEGORY D – Residential Sub-district: No loading spaces or zones shall be required within this sub-district.

3. The loading spaces required for Lots 8, 14 & 15 shall be shared. The existing underground tunnel network between the existing buildings to remain will provide access from each building to the existing loading docks on Lot 14. Additional loading spaces & zones may be provided to meet the requirements above on any of the 3 lots and will be shared and accessible from the existing tunnel system.

4. The loading spaces and zones shall be provided based upon the approved Site Development Plan for each individual lot.

F. LANDSCAPE AND TREE REQUIREMENTS

1. The developer shall adhere to the Resource Protection Standards (Article V) of the City of Creve Coeur Code with the following exceptions:

a. Landscaping along Main Street within the City of St. Louis water main easement shall require City of St. Louis Water Department approval.

b. All parking and/or loading spaces adjoining interior public rights-of-way shall be screened based on-site conditions.

c. In addition to any landscaped front, back or side yard areas required by this or any other Section of the City of Creve Coeur code, a minimum of ten (10) square feet of interior landscaped area shall be provided within the parking lot for each five hundred (500) square feet of paved area within any surface parking lot including parking spaces and driving aisles. The landscaping shall be in one (1) or more areas so as to minimize and reduce the apparent size of parking areas. On-street parking provided within the development shall be exempt from this requirement. Existing surface parking lots to be repurposed as part of this development shall also be exempt from this requirement, even if maintenance is to be considered for said existing lots to remain.

d. Landscape plans for each parcel shall be coordinated and consistent with a Landscape Concept Plan for the applicable Category of this ordinance. These plans should enhance the pedestrian experience, complement architectural features, provide shade, and screen utility areas.

- e. All medians greater than 4' in width (3' of plant-able space) within the development are required to be landscaped and irrigated and will be maintained by the developer.
 - f. All existing surface parking lots to remain on Lots 9, 13, & 15 shall not be required to meet Article V of the City of Creve Coeur Code. Existing surface parking lots to remain on Lot 13 shall be required to provide additional landscaping where appropriate during the Site Development Plan for that lot.
 - g. In order to present a healthy, neat and orderly appearance, all landscaped areas within the Main Street sub-district category, as well as Lots 1 and 3 of the Mixed-Use sub-district categories, the "Village Green" as identified on the Site Concept Plan (with the exception of back of house and service areas), and Lots 10 and 17 within the General Office sub-district category shall be provided with an installed, operated and maintained underground irrigation system. All other landscaped areas outside of these areas shall be landscaped with plant materials adapted to the region and not requiring irrigation to thrive unless proposed plant selections deem irrigation necessary.
 - h. All landscaped areas in parking areas or adjacent to parking areas or loading areas, or that can be encroached upon by a motor vehicle, shall be provided with adequate, vehicular deterrent (such as curb, bollard, wheel stop, or other design alternative to be approved by the Director of Public Works) to restrict the destruction of the landscape areas by vehicles.
2. The following tree conservation standards apply throughout the PMD District:
- a. Any removal of individual trees 6-inches in diameter at breast height (DBH) or larger or any removal of tree masses as identified on the approved Tree Preservation Plan of the Site Concept Plan that exceeds 50 percent removal shall require replacement within the PMD District. When replacement is required, the following standards shall apply:
 - i. Removed trees 6-inches at DBH or greater shall be replaced on the basis of a one-to-one ratio (1:1). All trees that are over 20-inches at DBH shall be replaced on the basis of a two-to-one ratio (2:1). All replacement trees shall be a minimum of two and one-half (2.5) caliper inches at time of planting. Such trees shall be of a species contained in the City's list of recommended trees and shall be in addition to any trees classified as street trees.
 - ii. The removal of any trees that are hazardous, in poor condition, dead, diseased or considered invasive by the Missouri Department of Conservation as determined by a licensed landscape architect, architect, engineer or International Society of Arboriculture (ISA) certified arborist or other evidence as deemed credible by the City, is not subject to these requirements.

G. SIGN REQUIREMENTS

- 1. Signs shall be permitted in accordance with a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council in accordance with Section 405.955 of the Creve Coeur Sign Regulations. The comprehensive plan for signage shall show the location, size, height, extent and design of all proposed signs.

H. LIGHT REQUIREMENTS

1. Provide a lighting plan in accordance with the City of Creve Coeur Code for each phase of the PMD District as a component of the Site Development Plan submission.
2. All lighting proposed on lots within the development that are immediately adjacent to existing single family residential zoning districts (currently shown on the Site Concept Plan as Lots 10 & 17) shall provide occupancy sensors and full cut-off/shielded fixtures. The maximum light pole height within any surface or structured parking lots adjacent to existing single-family districts is 16-feet.
3. Individual Lighting Plans, including fixture types, shall be consistent with a Lighting Fixture Plan for the applicable category in this ordinance. The proposed Lighting Fixture Plan must provide for consistent and complementary fixture designs and styles throughout the PMD District.

I. ARCHITECTURAL REQUIREMENTS

1. For individual lot developments only, the developer shall submit a design package including, but not limited to, architectural elevations, colored renderings and building materials. The proposed package shall give consideration to creating a visually appealing development pattern consistent with the intent and purpose of this PMD District. Architectural information is to be reviewed and approved by the Planning and Zoning Commission.
2. Building facades should be articulated by using color, arrangement or change in materials to emphasize the façade elements. The planes of the exterior walls may be varied in height, depth or direction. Extremely long facades shall be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering appearance.
3. Building finish material types in Olia Village shall be generally specified as any combination of white, off-white, light grey, wood grain, or light beige. Accents are acceptable as dark grey, black, or dark bronze. Red, orange, or yellow brick or other bold color finish materials are prohibited. Masonry and glass are preferred. Metal, cementitious siding, and EFIS should not be used as the primary material on the building.
4. Trash enclosures: The location, material, and elevation of any trash enclosure will be as approved on the Site Development Plan. Trash receptacles shall be located indoors or be enclosed with an eight (8) foot high sight-proof enclosure with materials that match the adjacent structures and complemented by adequate landscaping as approved on the individual lot-specific landscape plans.
5. Mechanical equipment placed on the ground shall be adequately screened with six (6) foot high sight proof enclosures or to a height equal to the height of the equipment (whichever is greater).
6. Rooftop mechanical equipment shall be screened on roofs with architecturally designed, fully enclosed screening materials that complement the building design at a height equal to or greater than the height of the equipment.

7. Flat roof surfaces below 5 stories shall incorporate ballast, green roof, artificial turf, or medium tone colored membrane to reduce daytime glare for upper-level tenants in adjacent buildings.

J. ACCESS/ACCESS MANAGEMENT

1. Street and drives related to this development shall be designed and located as directed by the Department of Public Works.
2. The location of public streets within the PMD District shall be determined by the Site Concept Plan.
3. The location of lot access points shall be determined by individual lot-specific Site Development Plans within the PMD District.
4. Access to the development from external roadways shall be as shown on the Site Concept Plan and as directed by the City of Creve Coeur, the Missouri Department of Transportation, and St. Louis County Department of Transportation, as applicable.
5. Adequate sight distance shall be provided. 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 Creve Coeur and the agency in control of the right of way off which the access is proposed.
6. Driveway access to internal streets shall comply with City Code.
7. No construction-related parking shall be permitted within right-of-way or on an existing roadway. All construction related to parking shall be confined to the development's boundary.
8. Any improvements within the Missouri Department of Transportation (MoDOT) right-of-way will require a permit from MoDOT. The entrance geometries and drainage design shall be in accordance with MoDOT standards.
9. Any request to install a gate in this development must be approved by the City of Creve Coeur and the agency in control of the right-of-way off of which the entrance is constructed. No gate installation will be permitted on public right-of-way.
 - a. If a gate is allowed to be installed on a street in the development, the street(s) within the development or that portion of the development that is gated shall be private.

K. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Approvals are to be obtained from the City of Creve Coeur Department of Public Works and/or the Missouri Department of Transportation as applicable.

2. The National Association of City Transportation Officials (NACTO) has an Urban Street Design Guide. All intersections of Olia Village shall conform to the principles of the NACTO Urban Street Design Guide.
3. Internal streets and sidewalks shall be private unless an agreement is reached and executed between the City of Creve Coeur and Olia Village whereby the City of Creve Coeur accepts the internal streets and/or sidewalks as public. All public streets shall be designed to meet the City of Creve Coeur's Code for the Development of Streets (Section 410.240), unless otherwise described herein.
4. Provide sidewalks, conforming to Americans with Disabilities Act (ADA) standards, along all frontages of the site and along internal roadways as shown on the Site Concept Plan. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency, or on private property within a sidewalk, maintenance, and utility easement dedicated to the City Creve Coeur for public use.
5. Pedestrian crossings for Olive Boulevard shall be provided as required by MoDOT.
6. Mid-block crossings internal to the PMD District shall be provided as shown on the approved Site Concept Plan, or as otherwise approved by the City's Traffic Engineer.
7. Obtain approvals from the City of Creve Coeur and Missouri Department of Transportation, as necessary, for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
8. Additional right-of-way and road improvements shall be provided, as required by the City of Creve Coeur and/or the Missouri Department of Transportation.
9. Provide a minimum 8-foot-wide shared use path for public use which connects to the existing sidewalk in right-of-way along the south side of Olive Boulevard.
 - a. The location of the shared use path within the PMD District shall be as shown in the approved Site Concept Plan.
10. Pedestrian circulation to be as shown on the approved Site Concept Plan.
11. Public Street Design Standards:

a. Minimum Right-Of-Way	26'
b. Maximum Grade at Centerline	10%
c. Minimum Grade at Centerline	1.0% Concrete
d. Minimum Pavement Width (Back-to-Back of Curb)	26'
e. Minimum Site Distance at Crest of Curve	150'
f. Minimum Horizontal Radius	150'

- | | | |
|----|--|--|
| | of Centerline | |
| g. | Minimum Horizontal Tangent Distance Between Reverse Curves | None |
| h. | Sidewalks | As shown on approved Site Concept Plan |
| i. | Curb & Gutter | Vertical Or Lip (Rolled) Concrete |

12. Public Street Pavement Standards:

- a. Concrete = minimum 8 inches on 4-inch compacted crushed limestone (typ. 1" minus rock)

13. Private Street Design Standards:

- | | | |
|----|--|--|
| a. | Minimum Right-Of-Way | N/A |
| b. | Maximum Grade at Centerline | 10% |
| c. | Minimum Grade at Centerline | 1.0% Asphalt / 1.0% Concrete |
| d. | Minimum Pavement Width (Back-to-Back of Curb) | 24' |
| e. | Minimum Site Distance at Crest of Curve | 150' |
| f. | Minimum Horizontal Radius of Centerline | 150' |
| g. | Minimum Horizontal Tangent Distance Between Reverse Curves | None |
| h. | Sidewalks | As shown on approved Site Concept Plan |
| i. | Curb & Gutter | Vertical or Lip (Rolled) Concrete |

14. Private Street Pavement Standards:

- a. Asphalt or Concrete. Pavement sections to be determined based upon recommendations from Geotechnical Report prepared for this development.

L. TRAFFIC IMPACT STUDY

1. External Roadway Network:

- a. The developer shall provide a traffic impact study as directed by the City of Creve Coeur & the Missouri Department of Transportation for impacts to the existing adjacent public roadway network. The scope of the study shall include external circulation and may be limited to specific impacts, such as the need for additional lanes, entrance configuration, geometries, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development remains consistent with the Site Concept Plan. The proposed trip generations included as part of this study shall be used as a baseline for the overall development of the PMD District and shall not be reviewed or required to be adhered to for each individual lot development. Should the actual trip generations for the entire PMD District increase by more than 10% from the density assumed in the traffic impact study approved by MoDOT within five (5) years of the initial

approved Site Concept Plan, an updated traffic study may be required by the City of Creve Coeur.

2. Internal Roadway Network:

- a. Both the City and the developer acknowledge that this development will include a built environment that is meant to encourage pedestrian activity and improve pedestrian mobility. This approach will include intentional roadway & sidewalk design geometries to be established to promote pedestrian access over vehicular where possible, while respecting the safety of both pedestrians and vehicles as well as emergency personnel. This will include a design which considers how people interact with the space to increase access for all community members, including ADA compliancy. As such, a comprehensive traffic impact study including traffic counts, trip generations, signal warrants, accessory warrants, etc. for the internal roadway network will not be required. Approval will be required by the City's Traffic Engineer, which may include more detailed analysis of isolated locations.

M. MISCELLANEOUS

1. Kiosks are allowed in the PMD District provided they do not impede pedestrian traffic on the sidewalk 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 sq. feet. Uses within the kiosk will be the approved uses in this Attachment A. Locations and numbers of kiosks shall be as approved on the Site Concept Plan for the PMD District.
2. Loading docks, overhead doors and service entries will be permitted only on the side or rear of a tenant space. Deliveries shall be made on the side or rear of a tenant space with the exception of designated street delivery and loading areas as approved on the Site Concept Plan.
3. The height of retaining walls required for the development shall conform to the approved Site Concept Plan or Site Development Plan corresponding with each phase, as appropriate.
4. Stream Buffer Protection Ordinance Requirements:
 - a. Stream bank shall be defined as the "ordinary high-water mark" as defined by the US Army Corps of Engineers.
 - b. Existing impervious encroachments into existing Stream Buffer Protection setbacks from any existing stream shall not be required to meet the Stream Buffer Protection Regulations in Chapter 430 of the City of Creve Coeur code regardless of whether improvements are proposed to be made to said existing impervious areas. No further impervious encroachment into existing Stream Buffer setbacks will be allowed.
5. The addition of Electric Vehicle (EV) charging stations will be provided where appropriate as determined during the Site Development Plan stage for individual lots.

6. Internal bus stops shall not be required within the development. The existing bus stop along the south side of Olive Boulevard, west of Pavilion shall be upgraded to include an architectural bus shelter meeting the following minimum criteria as acceptable to MoDOT & Metro:

- N. Pre-finished or painted steel 6' x 13' bus shelter with wind screen side, rear panels and shed roof. Shelter accessories to include a coordinating bench and waste receptacle. New 7' x 14' slab to match adjacent sidewalk finish and provide flush connection. The final bus stop shelter design will follow the Site Development Plan approval process.

O. PUBLIC ART REQUIREMENTS

1. A separate public art package shall be required and follow the City of Creve Coeur review processes for public art which include review and recommendation by the City's Arts Committee to the Planning and Zoning Commission with City Council approval of public art agreements for public access easements and owner maintenance.



01/05/2024

Mr. Jason Jaggi
Director of Community Development
300 North New Ballas Road
City of Creve Coeur, MO 63141

Re: Final Plat Application
Olia Village Mixed-Use Development
CMT Project No. 23005201.00

Mr. Jaggi:

On behalf of our client, Jack Matthews Development, and the owner, 10300 Olive, LLC, please find attached a completed Planning & Zoning Commission Application for Subdivision Plat and applicable documents for the proposed Olia Village subdivision. Included within this submittal, you will find the following:

- Completed Application
- Metes & Bounds Legal Description in PDF & Word format
- Final Plat
- Lot Owners Association Documents

We are requesting at this time that the Final Plat be placed on the Agenda for the Planning & Zoning Commission meeting at 6:00 PM on Monday, February 5, 2024. In accordance with email correspondence with the City staff dated 12/21/23, we are not submitting the Declaration of Covenants, Conditions and Restrictions ("CC & Rs") or any shared parking agreements at this time but understand that approval of the Final Plat will be conditioned on the later review by City staff of the CC & Rs as well as any applicable shared parking agreements which such later review will occur prior to the issuance of a building permit for or transfer of any individual lot that will be subject to the CC & Rs and shared parking agreement, if applicable, to such lot.

Please let us know if you have any questions or need anything further at this time to complete the application.

Thank you,

Matthew J. Pfund
President – Jack Matthews Development

Christopher J. Stritzel, P.E.
Project Manager - CMT

CC: Kristie Bailey, Fireside Financial
Michael Bailey, Fireside Financial
Kevin Williams, Carmody MacDonald
Terry Westerman, Cole & Associates
Todd Ehlen, CMT



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

300 North New Ballas Road Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION

APPLICATION FOR SUBDIVISION PLAT

Title of Project: Olia Village

Location of Project: 10300 Olive Boulevard - Creve Coeur, MO

Locator # _____

Please attach a copy of a metes and bounds legal description of the area to be subdivided.

Applicant: Matthew J Pfund Name Jack Matthews Development Company (If Applicable) 3925 Blackburn Road Address Edwardsville, IL 62025 Address Telephone # 618-692-9502 Fax # _____ Email: matt@jackmatthewsdevelopment.com 	Applicant's Representative (if applicable): Christopher J. Stritzel Name Crawford, Murphy & Tilly, Inc. Company (If Applicable) 2750 W. Washington Street Address Springfield, IL 62702 Address Telephone # 217-787-8050 Fax # _____ Email: cstritzel@cmtengr.com
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APPLICANT:

Architect _____ Engineer _____ Surveyor _____ Agent _____ Owner X

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 6:30 P.M. on Monday, February 5, 20 24.

Signature 

Title President

Date 01/05/24

SUBMITTAL CHECKLIST

- _____ P&Z Agenda Application
- _____ Fees Paid
- _____ Draft Preliminary Plat
- _____ Landscape Plan
- _____ Tree Preservation Plan
- _____ Digital copy of all documents

A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF MAJOR THOMAS SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH-PUBLIC RIGHT OF WAY) BOULEVARD WITH THE NORTH LINE OF LAND NOW OR FORMERLY OF VANTAGE CREDIT UNION, AS RECORDED BY DEED IN BOOK 23850, PAGE 141 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF SUNSWEPT PLAT 3, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 4 AND SUNSWEPT PLAT 2, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 23, ALL OF SAID RECORDER'S OFFICE, NORTH 89 DEGREES 11 MINUTES 17 SECONDS WEST, A DISTANCE OF 1352.62 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF DONALD J AND MARGRETTA CASSMEYER, ETAL, AS RECORDED BY DEED IN BOOK 11070, PAGE 767 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF LAND NOW OR FORMERLY OF JAVED MUHAMMAD ALI AND ALZUBEIDI DUHA, AS RECORDED BY DEED IN BOOK 23726, PAGE 3547; TIMOTHY C TOWNSEND, ETAL, AS RECORDED BY DEED IN BOOK 23562, PAGE 160, ALL OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 500.19 FEET TO THE EAST LINE OF SPOEDE HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 54, PAGE 26 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SPOEDE WOODS, A SUBDIVISION FORMERLY KNOWN AS GAS LIGHT SQUARE, AS RECORDED IN PLAT BOOK 104, PAGE 18 OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 08 MINUTES 11 SECONDS EAST, A DISTANCE OF 831.21 FEET TO THE NORTH LINE OF SAID SPOEDE WOODS;

THENCE ALONG SAID NORTH LINE, NORTH 88 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 826.36 FEET TO THE EAST LINE OF MISSION HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 36 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF RAMBLEWOOD, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 58 AND THE EAST LINE OF LAND NOW OR FORMERLY OF MDC COAST 22 LLC, AS RECORDED BY DEED IN BOOK 25302, PAGE 4186, ALL OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 01 DEGREES 12 MINUTES 15 SECONDS EAST, A DISTANCE OF 466.53 FEET; NORTH 88 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 51.85 FEET AND NORTH 04 DEGREES 53 MINUTES 33 SECONDS WEST, A DISTANCE OF 682.38 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 340, A.K.A. OLIVE (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: ALONG A NON- TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11,358.19 FEET, WITH A CENTRAL ANGLE OF 00 DEGREES 49 MINUTES 02 SECONDS, WHICH CHORD BEARS SOUTH 89 DEGREES 27 MINUTES 38 SECONDS EAST, A CHORD DISTANCE OF 162.03 FEET, THROUGH AN ARC LENGTH OF 162.03 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 427.12 FEET; NORTH 01 DEGREES 00 MINUTES 53 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 723.00 FEET AND SOUTH 86 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 200.26 FEET TO THE SOUTHWEST RIGHT OF WAY TRANSITION BETWEEN STATE HIGHWAY 340 AND STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 03 MINUTES 50 SECONDS EAST, A DISTANCE OF 328.98 FEET;

SOUTH 43 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 413.64 FEET; SOUTH 32 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 248.25 FEET AND SOUTH 11 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 250.82 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED LINDBERGH BOULEVARD;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 01 DEGREES 00 MINUTES 47 SECONDS EAST, A DISTANCE OF 256.89 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 105.09 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 30.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 40.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 300.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.00 FEET AND SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 847.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 4,171,444 SQUARE FEET OR 95.763 ACRES IS BASED UPON AN ACTUAL URBAN CLASS BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS OF RECORD AND NOT OF RECORD, IF ANY.

OLIA VILLAGE CREVE COEUR SUBDIVISION PLAT

THE OLIA VILLAGE "PMD" PLANNED MIXED-USE DEVELOPMENT DISTRICT ORDINANCE NO. 5862

A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF

MAJOR THOMAS SUBDIVISION, SITUATED IN

THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 1,

TOWNSHIP 45 NORTH, RANGE 5 EAST

CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

OWNER'S CERTIFICATE:

THE UNDERSIGNED, 10300 OLIVE LLC, OWNER(S) OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "OLIA VILLAGE CREVE COEUR".

THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FOR OLIA VILLAGE AS RECORDED THIS DAY OF 2024, AS ONLY # IN THE ST. LOUIS COUNTY RECORDS (HEREINAFTER KNOWN AS "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLIA VILLAGE").

THE UNDERSIGNED HEREBY DEDICATES PUBLIC RIGHT OF WAYS KNOWN AS: PAVILION DRIVE, NORTH OF VINE STREET; TWISTED BRANCH, NORTH OF VINE STREET; ARBOR LANE, SOUTH OF VINE STREET; OLIVE COVE, OLIA DRIVE; AND MAIN STREET, FROM TWISTED BRANCH TO OLIVE COVE TOGETHER WITH ALL CURB-DE-SACS AND ROUNDINGS LOCATED AT THE STREET INTERSECTIONS, IN THE AREA IDENTIFIED AND SHOWN HATCHED [XXXXXX] ON THIS PLAT, TO THE CITY OF CREVE COEUR FOR PUBLIC USE FOREVER.

THE UNDERSIGNED HEREBY DEDICATES PRIVATE ROADWAYS KNOWN AS: HARVEST DRIVE, PAVILION DRIVE, SOUTH OF VINE STREET; TWISTED BRANCH SOUTH OF VINE STREET; ARBOR LANE, NORTH OF VINE STREET; AND MAIN STREET, BETWEEN ARBOR LANE AND TWISTED BRANCH; AND BAYER DRIVE TOGETHER WITH ALL CURB-DE-SACS AND ROUNDINGS LOCATED AT THE STREET INTERSECTIONS, IN THE AREA IDENTIFIED AND SHOWN CROSS-HATCHED [XXXXXX] ON THIS PLAT (THE PRIVATE ROADWAYS), TO THE OLIA VILLAGE LOT OWNERS ASSOCIATION, A MISSOURI NONPROFIT CORPORATION, SUBJECT TO TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLIA VILLAGE.

THE UNDERSIGNED HEREBY GRANTS A NON-EXCLUSIVE PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, STORMWATER AND SANITARY SEWERS EASEMENT ("PUBLIC PRIMUMSE"), IN THE AREA IDENTIFIED AND SHOWN CROSS-HATCHED [XXXXXX] ON THIS PLAT TO IMPROVE, CONSTRUCT, REPAIR AND MAINTAIN ROADWAY IMPROVEMENTS, UTILITIES, AND STORMWATER AND SANITARY SEWERS TO THE CITY OF CREVE COEUR, MISSOURI AMERICAN WATER COMPANY ("MAWC"), SPIRE MISSOURI INC. (FORMERLY LACLODE GAS COMPANY) ("SPIRE"), UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI ("AMEREN"), AT & T, THE METROPOLITAN ST. LOUIS SEWER DISTRICT ("MSD"), CHARTER COMMUNICATIONS COMPANY ("CHARTER"), THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING AND REPAIRING PUBLIC ROADWAYS, UTILITIES AND SEWER AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID FACILITIES.

THE UNDERSIGNED HEREBY GRANTS A NON-EXCLUSIVE PERMANENT ROADWAY IMPROVEMENT, MAINTENANCE, UTILITY, STORMWATER AND SANITARY SEWERS EASEMENT ("SPECIAL USE PRIMUMSE"), IN THE AREA IDENTIFIED AND SHOWN DOT [XXXXXX] ON THIS PLAT, TO IMPROVE, CONSTRUCT, REPAIR AND MAINTAIN ROADWAY IMPROVEMENTS (INCLUDING PARKING), UTILITIES, STORMWATER AND SANITARY SEWERS TO THE OLIA VILLAGE LOT OWNERS ASSOCIATION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLIA VILLAGE. MAWC, SPIRE, AMEREN, AT & T, MSD, CHARTER, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING AND REPAIRING ROADWAY IMPROVEMENTS (INCLUDING PARKING), PUBLIC UTILITIES AND SEWER AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID FACILITIES.

THE CROSS ACCESS EASEMENT AS SHOWN ON THIS PLAT BETWEEN LOT 2 AND LOT 3, IS HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO THE OWNERS OF LOT 2 AND LOT 3 AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOR USE AS A NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS EASEMENT.

THE CROSS ACCESS EASEMENT AS SHOWN ON THIS PLAT BETWEEN LOT 13 AND LOT 15 IS HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO THE OWNERS OF LOTS 13, 14, 15 AND 6 AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FOR USE AS A NON-EXCLUSIVE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS EASEMENT.

ALL PEDESTRIAN EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO THE OLIA VILLAGE LOT OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS AND INCLUDE THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID FACILITIES. WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID FACILITIES.

ALL GENERAL UTILITY EASEMENTS ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CREVE COEUR, MAWC, SPIRE, AMEREN, AT & T, MSD, CHARTER, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING AND REPAIRING PUBLIC UTILITIES AND SEWER AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID FACILITIES.

ALL MSD EASEMENTS ON THIS PLAT, IN THE AREA IDENTIFIED AND SHOWN HEXAGON [XXXXXX] HATCHED ARE HEREBY DEDICATED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING AND REPAIRING PUBLIC UTILITIES AND SEWER AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID FACILITIES.

ALL UTILITY EASEMENTS SPECIFICALLY DESIGNATED FOR A SPECIFIC UTILITY USE ON THIS PLAT, ARE HEREBY DEDICATED TO THE SPECIFIC UTILITY, AS APPLICABLE, AS FOLLOWS: WATER - MAWC, GAS - SPIRE, ELECTRIC - AMEREN, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, MAINTAINING AND REPAIRING SUCH PUBLIC UTILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES.

BMP RESERVE AREAS 1, 2 AND 3 AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICE). THE RESERVED AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" DATED DAY OF 2024, AS RECORDED IN THE RECORDER OF DEED'S BOOK PAGE, OR AS AMENDED THEREAFTER.

COMMON GROUND AREAS 1, 2, 3, 4, 5, 6 & 7 AS IDENTIFIED ON THE PLAT AND ALL IMPROVEMENTS CONTAINED THEREIN ("COMMON GROUND") ARE HEREBY DEDICATED TO THE OLIA VILLAGE LOT OWNERS ASSOCIATION SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLIA VILLAGE. IN CONNECTION THEREWITH, COMMON GROUND AND THE PRIVATE ROADWAYS WILL BE CONVEYED TO OLIA VILLAGE LOT OWNERS ASSOCIATION BY DOCUMENT NUMBER RECORDED THIS DAY OF 2024, AS ONLY # IN THE ST. LOUIS COUNTY RECORDS.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

ALL EASEMENTS GRANTED ABOVE ARE PERPETUAL AND SHALL RUN WITH THE LAND.

TO THE BEST OF MY KNOWLEDGE ALL EXISTING EASEMENTS ARE SHOWN ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

TAXES DUE ON PROPERTY HAVE BEEN PAID IN FULL.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY OF 2024.

10300 OLIVE LLC

BY: MATTHEW J. PFUND PRESIDENT

PLAT DESCRIPTION :

A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF MAJOR THOMAS SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH-PUBLIC RIGHT OF WAY) BOULEVARD WITH THE NORTH LINE OF LAND NOW OR FORMERLY OF VANTAGE CREDIT UNION, AS RECORDED BY DEED IN BOOK 23850, PAGE 141 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF SUNSET PLAT 3, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 4 AND SUNSET PLAT 2, A SUBDIVISION AS RECORDED IN PLAT BOOK 87 PAGE 23, ALL OF SAID RECORDER'S OFFICE, NORTH 89 DEGREES 11 MINUTES 17 SECONDS WEST, A DISTANCE OF 1352.62 FEET TO THE EAST LINE OF LAND NOW OR FORMERLY OF DONALD J AND MARGARETTA CASMEYER, ETAL, AS RECORDED BY DEED IN BOOK 11070, PAGE 767 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF LAND NOW OR FORMERLY OF JAVED MUHAMMAD ALI AND ALZUBEIDI DUHA, AS RECORDED BY DEED IN BOOK 23726, PAGE 3547; TIMOTHY C TOWNSEND, ETAL, AS RECORDED BY DEED IN BOOK 23562, PAGE 160, ALL OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 500.19 FEET TO THE EAST LINE OF SPOEDE HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 54, PAGE 26 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF SPOEDE WOODS, A SUBDIVISION FORMERLY KNOWN AS GAS LIGHT SQUARE, AS RECORDED IN PLAT BOOK 104, PAGE 18 OF SAID RECORDER'S OFFICE, NORTH 01 DEGREES 08 MINUTES 11 SECONDS EAST, A DISTANCE OF 831.21 FEET TO THE NORTH LINE OF SAID SPOEDE WOODS;

THENCE ALONG SAID NORTH LINE, NORTH 88 DEGREES 51 MINUTES 14 SECONDS WEST, A DISTANCE OF 826.36 FEET TO THE EAST LINE OF MISSOURI HILLS, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 36 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE AND THE EAST LINE OF RAMBLEWOOD, A SUBDIVISION AS RECORDED IN PLAT BOOK 59, PAGE 58 AND THE EAST LINE OF LAND NOW OR FORMERLY OF MDC COAST 22 LLC, AS RECORDED BY DEED IN BOOK 25302, PAGE 4186, ALL OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, THE FOLLOWING COURSES AND DISTANCES: NORTH 01 DEGREES 12 MINUTES 15 SECONDS EAST, A DISTANCE OF 466.53 FEET; NORTH 88 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 51.85 FEET AND NORTH 04 DEGREES 53 MINUTES 33 SECONDS WEST, A DISTANCE OF 682.38 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 340, A.K.A. OLIVE (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11,358.19 FEET, WITH A CENTRAL ANGLE OF 00 DEGREES 49 MINUTES 02 SECONDS, WHICH CHORD BEARS SOUTH 89 DEGREES 27 MINUTES 38 SECONDS EAST, A CHORD DISTANCE OF 162.03 FEET, THROUGH AN ARC LENGTH OF 162.03 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 427.12 FEET; NORTH 01 DEGREES 00 MINUTES 53 SECONDS EAST, A DISTANCE OF 20.00 FEET; SOUTH 89 DEGREES 03 MINUTES 07 SECONDS EAST, A DISTANCE OF 723.00 FEET AND SOUTH 88 DEGREES 13 MINUTES 32 SECONDS EAST, A DISTANCE OF 200.26 FEET TO THE SOUTHWEST RIGHT OF WAY TRANSITION BETWEEN STATE HIGHWAY 340 AND STATE HIGHWAY 67, A.K.A. LINDBERGH (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD;

THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 03 MINUTES 50 SECONDS EAST, A DISTANCE OF 328.98 FEET; SOUTH 43 DEGREES 48 MINUTES 52 SECONDS EAST, A DISTANCE OF 413.64 FEET; SOUTH 32 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 248.25 FEET AND SOUTH 11 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 250.82 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED LINDBERGH BOULEVARD;

THENCE ALONG SAID WEST RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 01 DEGREES 00 MINUTES 47 SECONDS EAST, A DISTANCE OF 256.89 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 105.09 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET; NORTH 88 DEGREES 06 MINUTES 17 SECONDS WEST, A DISTANCE OF 30.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 30.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 40.00 FEET; SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 300.00 FEET; SOUTH 88 DEGREES 06 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.00 FEET AND SOUTH 01 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 847.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 4,171.44 SQUARE FEET OR 95.763 ACRES IS BASED UPON AN ACTUAL URBAN CLASS BOUNDARY SURVEY DONE IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, CONDITIONS OF RECORD AND NOT OF RECORD, IF ANY.

MORTGAGEE CONSENT

THE UNDERSIGNED, _____, IS THE BENEFICIARY OF A DEED OF TRUST RECORDED BY DOCUMENT NUMBER _____ OF THE ST. LOUIS, COUNTY, MISSOURI RECORDER OF DEEDS ENCUMBERING THE ABOVE DESCRIBED PROPERTY, HEREBY CONSENTS TO AND APPROVES OF THIS RECORD PLAT, AS OF THIS DAY OF _____, 2024

BY: _____
NAME: _____
TITLE: _____

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT PERSON IS A _____ OF _____, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

PARTIAL RELEASE OF DEED OF TRUST

WHEREAS, _____, BY A DEED OF TRUST, DATED _____ AND RECORDED IN THE RECORDER'S OFFICE, IN AND FOR THE COUNTY OF ST. LOUIS AND STATE OF MISSOURI, AS RECORDED BY DOCUMENT NUMBER _____ OF THE ST. LOUIS, COUNTY, MISSOURI RECORDER OF DEEDS CONVEYED TO THE TRUSTEE THEREIN NAMED, CERTAIN REAL ESTATE, TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTLY PAID AND SATISFIED. NOW, THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY REMISE, RELEASE AND QUIT-CLAIM UNTO THE PRESENT OWNERS, PART OF THE ESTATE IN SAID DEED OF TRUST DESCRIBED, SITUATED IN THE COUNTY OF ST. CHARLES, AND STATE OF MISSOURI, TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT AND ALL STRIPS, PUBLIC OR PRIVATE, RIGHT OF WAY DEDICATION AREAS FOR PUBLIC TRAIL, ROADWAY EASEMENTS AND OTHER EASEMENTS ON THIS PLAT. TO HAVE AND TO HOLD THE SAME, WITH ALL THE APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS DAY OF _____, 2024.

BY: _____
NAME: _____
TITLE: _____

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED _____, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT PERSON IS A _____ OF _____, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

OWNER'S NOTARY

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS DAY OF _____, 2024, BEFORE ME APPEARED MATTHEW J. PFUND TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT, OF 10300 OLIVE LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID ENTITY BY AUTHORITY OF ITS GOVERNING BODIES, AND SAID PERSON ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ENTITY.

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CITY CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS SUBDIVISION PLAT WAS APPROVED BY THE CITY OF CREVE COEUR ON THE DAY OF _____, 2024, PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF CREVE COEUR, MISSOURI, AS OUTLINED IN SECTION 22A-3.4 OF ORDINANCE # 1045.

CITY OF CREVE COEUR, MISSOURI

JULIE LABONTE, CHAIR
PLANNING & ZONING COMMISSION

I, KELLIE HENKE, CITY CLERK FOR AND WITHIN THE CITY OF CREVE COEUR, MISSOURI, DO HEREBY CERTIFY THAT THIS PLAT OF "OLIA VILLAGE CREVE COEUR" WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, BY ORDINANCE NUMBER _____ APPROVED THE DAY OF _____, 2024.

KELLIE HENKE, CITY CLERK OF CREVE COEUR, MISSOURI

GENERAL NOTES:

- BASIS OF BEARING: GRID BEARINGS BASED ON NAD 83(2011) EPOCH 2010.00, MISSOURI EAST ZONE (2401) STATE PLANE COORDINATES, DETERMINED USING TRIMBLE R10 GNSS RECEIVERS, TRIMBLE TSC2 CONTROLLERS, TRIMBLE SOFTWARE, AND THE MODOT REAL TIME GNSS NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS. OBSERVATION DATE: NOVEMBER 10, 2022.
- SOURCE OF RECORD TITLE - WARRANTY DEED GRANTED TO "10300 OLIVE LLC" AS RECORDED BY DOCUMENT NUMBER 20220923-00353 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE.
- TOTAL AREA OF BOUNDARY = 4,171.44 SQUARE FEET OR 95.763 ACRES
- AS DETERMINED THROUGH GRAPHIC PLOTTING ONLY, SUBJECT TRACT FALLS IN ZONE AE, BASE FLOOD ELEVATIONS DETERMINED PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREA, PANEL 230 OF 525, MAP NUMBER 29183C0230G, EFFECTIVE DATE OF JANUARY 20, 2016.
- SET CORNERS - CROSSES OUT ALONG THE EXTENSION OF LOT LINE TO CENTER LINE OF RIGHT OF WAY AND 1/2" REBAR WITH PLASTIC CAP STAMPED LS-2660 AT ALL REAR CORNERS, WITHIN ONE-YEAR OF THE RECORDING DATE.
- ALL PERMANENT MONUMENTS SHOWN HEREON SHALL BE PLACED ON THE PUBLIC RIGHT OF WAY AT P.C.'S AND P.T.'S OR AT A PERPENDICULAR OFFSET AT 2.00 FEET OR 3.00 FEET LOCATED WITHIN THE ADJACENT GREEN SPACE TO AVOID CONFLICTS WITH PAVEMENT, WITHIN ONE-YEAR OF THE RECORDING DATE.

SURVEYOR'S STATEMENT

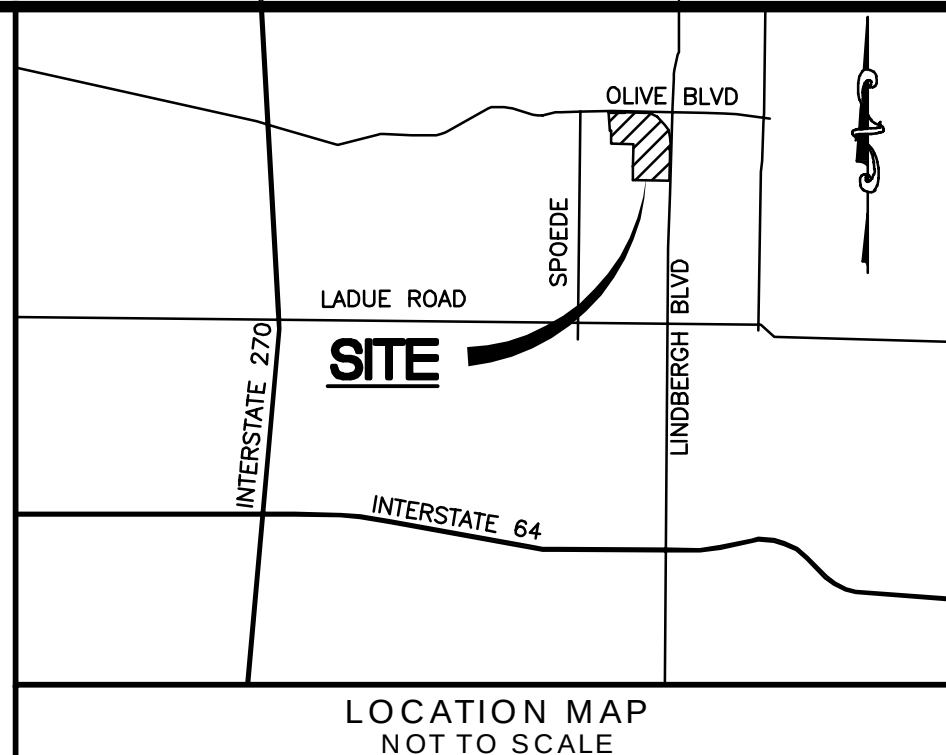
THIS IS TO CERTIFY TO CRAWFORD, MURPHY, AND TILLY, INC., JACK MATTHEWS DEVELOPMENT LLC., AND 10300 OLIVE, LLC THAT AT THEIR REQUEST, COLE AND ASSOCIATES, INC. HAS PREPARED THIS SUBDIVISION PLAT KNOWN AS "OLIA VILLAGE CREVE COEUR" FROM AN ACTUAL PROPERTY BOUNDARY SURVEY. THIS SUBDIVISION PLAT AND BOUNDARY SURVEY WERE EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI.

COLE AND ASSOCIATES INC. (www.colest.com)
L.S. 266-0
PROJECT NO. 22-0218-000E

PRELIMINARY FOR REVIEW

TERRY D. WESTERMAN, PLS
MISSOURI CERT. NO. _____, P.L.S. 2363
E-mail: twesterman@colest.com

DATE OF PLAT OR MAP: _____



LEGEND	
●	SET RE-BAR W/CAP COLE
■	SET PERMANENT SURVEY MONUMENT
+	FOUND RE-BAR
⊕	FOUND ANCHOR
⊗	FOUND CROSS
⊙	FOUND IRON PIPE
⊖	FOUND RAIL ROAD SPIKE
□	FOUND CONCRETE MONUMENT

10300 OLIVE LLC
1004 S. BREYERWOOD, SUITE 200PH-D
ST. LOUIS, MO 63107
PHONE 681.692.2602

OLIA VILLAGE CREVE COEUR DEVELOPMENT
10300 OLIVE, LLC
10300 OLIVE BLVD.
CREVE COEUR, MO. 63141

PRELIMINARY FOR REVIEW

+ ST. CHARLES
1320 S. 4TH Street
Suite 307
St. Louis, MO 63103
681.692.2588
www.colest.com

COLE AND ASSOCIATES, INC. IS AN AFFILIATE COMPANY OF A.S. Cole Design Group, Inc. A Division of Brown Associates, Inc.

COLE
DESIGN / PLANNING / LANDSCAPE ARCHITECTURE

DESIGN/CALC. BY

DRAWN BY

CHECKED BY

DRAWING SCALE

DATE

11/08/2023

Job Number

22-0218-000E

Sheet Number

1 of 3



SUBDIVISION PLAT

THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

MISSOURI STATE HIGHWAY 340



10300 OLIVE, LLC
10034 S. BRENTWOOD, SUITE 2300PH-ID
ST. LOUIS, MO 63117
MATT PHUND

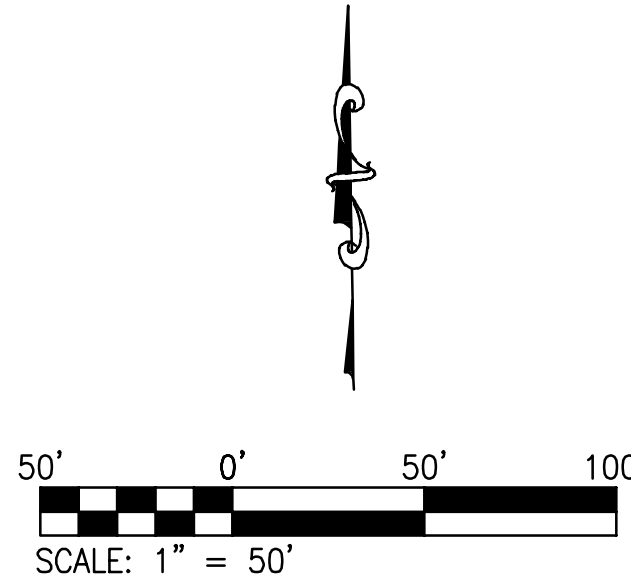
PRELIMINARY FOR REVIEW

cole[®]
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
INCORPORATING
TRANSITION PLANNING
AND ASSOCIATES, INC. IS A MISSOURI CORPORATION D.B.A. COLE DESIGN GROUP, INC. IN ADDITION TO THE FOLLOWING OFFICES:

OLIA VILLAGE
CREVE COEUR
SUBDIVISION PLAT

THE OLIA VILLAGE "PMD" PLANNED
MIXED-USE DEVELOPMENT DISTRICT
ORDINANCE NO. 5862

A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND
12 OF MAJOR THOMAS SUBDIVISION, SITUATED IN
THE SOUTHWEST QUARTER AND THE NORTHWEST
QUARTER OF SECTION 1,
TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



SPOEDE HILLS
PB 54 PAGE 26

N/F
TIMOTHY C. TOWNSEND, ETAL
DB 23562, PAGE 160

N/F
JAVED MUHAMMAD ALI
AND ALZUBEIDI DUHA
DB 23726, PAGE 3547

N/F
DONALD J. AND MARGRETTA
CASSMEYER, ETAL
DB 11070, PAGE 767

COMMON GROUND 2
731,478 SQ. FT.

LOT 9
90,979 SQ. FT.

OLIVE COVE
(26' W - PUBLIC)

LOT 8
172,197 SQ. FT.

LOT 15
143,930 SQ. FT.

LOT 16
486,015 SQ. FT.

COMMON GROUND 5
27,081 SQ. FT.

BAYER DRIVE
(VARIABLE WIDTH - PRIVATE)

COMMON GROUND 6
79,545 SQ. FT.

MISSOURI STATE HIGHWAY 67
LINDERBERGH (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD

BMP RESERVE AREA LINE TABLE					BMP RESERVE AREA CURVE TABLE				
Line #	Length	Direction	Curve #	Length	Radius	Chord Direction	Chord Length		
L1	75.61'	N71°21'12"E	C1	89.99'	46.00'	S52°36'19"E	76.31'		
L2	54.89'	S03°26'11"W	C2	41.33'	86.00'	S10°01'04"E	40.95'		
L3	32.69'	S23°28'18"E	C3	70.18'	41.00'	S25°33'58"W	61.92'		
L4	14.92'	S74°36'15"W	C4	32.82'	55.00'	S57°30'29"W	32.34'		
L5	44.43'	S40°24'44"W	C5	265.43'	337.00'	N08°57'31"W	258.62'		
L6	12.00'	N76°23'41"W	C6	34.45'	25.00'	N69°10'23"W	31.79'		
L7	24.32'	S89°08'47"E	C7	248.80'	268.00'	N03°06'17"W	239.96'		
L8	39.91'	S05°28'20"E	C8	79.00'	232.00'	N13°44'06"E	78.62'		
L9	49.47'	S00°24'42"W	C9	11.98'	30.34'	N17°17'32"E	11.91'		
L10	60.11'	S71°21'12"W	C10	48.19'	33.00'	S47°18'33"E	44.02'		
L11	69.89'	S26°11'02"W	C11	20.02'	195.00'	S02°31'49"E	20.02'		
L12	31.20'	N28°44'29"W	C12	33.68'	153.00'	S06°43'02"W	33.61'		
L13	36.43'	N45°11'28"W	C13	47.73'	66.07'	S07°40'31"E	46.70'		
L14	123.46'	N30°31'37"W	C14	7.65'	47.00'	S33°02'07"E	7.64'		
L15	70.59'	N00°19'13"W	C15	99.47'	90.06'	S06°03'21"E	94.49'		
L16	63.35'	N02°27'00"W	C16	49.12'	33.00'	S36°33'25"E	44.71'		
L17	59.94'	N24°19'26"W	C17	259.41'	1038.82'	S01°04'02"E	258.74'		
L18	35.44'	N21°39'31"W	C18	1.52'	43.00'	S09°14'07"E	1.52'		
L19	7.66'	N10°54'10"E	C19	49.20'	232.89'	S16°18'08"E	49.11'		
L20	25.96'	N24°11'03"E	C20	39.82'	47.00'	S01°54'52"W	38.64'		
C21	52.39'	24.00'	S88°43'16"W	42.59'					
C22	34.74'	121.00'	N36°57'58"W	34.62'					
C23	20.22'	79.00'	N37°51'32"W	20.16'					
C24	37.96'	72.00'	N15°25'25"W	37.52'					
C25	4.27'	115.00'	N01°23'07"W	4.27'					
C26	34.36'	90.00'	N13°23'13"W	34.15'					
C27	7.65'	33.00'	N17°32'36"E	7.63'					
C28	25.93'	13.00'	N81°20'07"E	21.84'					
C29	78.33'	426.49'	S46°46'29"E	78.22'					
C30	148.02'	315.03'	S65°44'25"E	146.66'					

SUNSWPT
PLAT 2
PB 87 PAGE 23

SUNSWPT
PLAT 3
PB 87 PAGE 4

NORTH SUNSWPT (60' W - PRIVATE) DRIVE

N/F
VANTAGE CREDIT UNION
DB 23850, PAGE 141

10300 OLIVE, LLC
1004 S. BREYWOOD, SUITE 200PH-D
ST. LOUIS, MO 63117
PHONE 686.682.6502

DEVELOPER/OWNER:
OLIA VILLAGE CREVE COEUR DEVELOPMENT
10300 OLIVE, LLC
10300 OLIVE BLVD.
CREVE COEUR, MO. 63141

PRELIMINARY FOR REVIEW

+ ST. CHARLES
1320 S. 5TH STREET
SUITE 307 ST. LOUIS, MO 63103
636.978.7588
WWW.COLEST.COM
DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
FOR THE TRANSITION PLANNING
COLE & ASSOCIATES, INC. IS A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MISSOURI.

DESIGN/CALC. BY
DRAWN BY
CHECKED BY
DRAWING SCALE
DATE
Job Number
22-0218-000E
Sheet Number
3 of 3

ARTICLES OF INCORPORATION
OF

OLIA VILLAGE LOT OWNERS ASSOCIATION,
A MISSOURI NONPROFIT CORPORATION

The undersigned natural person of the age of eighteen (18) years or more for the purpose of forming a corporation under the Nonprofit Corporation Law of Missouri adopt the following Articles of Incorporation.

ARTICLE 1

The name of the corporation is OLIA VILLAGE LOT OWNERS ASSOCIATION, A MISSOURI NONPROFIT CORPORATION.

ARTICLE II

The corporation is a mutual benefit corporation.

ARTICLE III

The period of duration of the corporation is perpetual.

ARTICLE IV

The name and street address of the Registered Agent and Registered Office in Missouri is: National Registered Agents, Inc., 120 S. Central Ave., Clayton, MO 63105.

ARTICLE V

The name and address of the incorporator is: Kevin J. Williams, 120 S. Central Ave., Suite 1800, St. Louis, MO 63105.

ARTICLE VI

Does the corporation have members: YES: X NO .



ARTICLE VII

Provisions not inconsistent with law regarding the distribution of assets on dissolution: Sections 355.661 through 355.746, RSMo., shall specifically apply in the event of a dissolution of the Association.

ARTICLE VIII

The corporation is formed for the following purposes: (1) to promote the health and welfare of the Members and to protect and enhance the value of the development known as Olia Village Creve Coeur, a tract of land known as Olia Village Creve Coeur Subdivision Plat being part of Lots 9, 10, 11 and 12 of Major Thomas Subdivision, situated in the Southwest Quarter and the Northwest Quarter of Section 1, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and commonly known as Olia Village ("***Olia Village***"), including, without limitation, the conduct of all powers and duties of the Association as described in any and all declarations of covenants, conditions and restrictions for Olia Village. The Association does not contemplate pecuniary gain or profit to its members as a result of membership in the Association; and (2) to perform all other legal powers permitted a nonprofit corporation in the State of Missouri.

ARTICLE IX

The effective date of this document is the date it is filed by the Secretary of State of Missouri.

[Signature Page Follows]

In affirmation of the facts stated above,

Signed by the Incorporator:

By: 
Kevin J. Williams

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF INCORPORATION

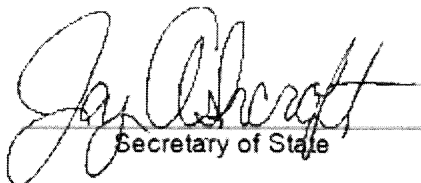
WHEREAS, Articles of Incorporation of

OLIA VILLAGE LOT OWNERS ASSOCIATION
N001695120

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 27th day of December, 2023.


Secretary of State



**ORGANIZATIONAL CERTIFICATE OF INCORPORATION
OF
OLIA VILLAGE LOT OWNERS ASSOCIATION,
A MISSOURI NONPROFIT CORPORATION**

The undersigned Incorporator, named in the Articles of Incorporation of the above-named Corporation, in order to record certain actions taken in connection with the organization of this Corporation, pursuant to the powers conferred upon said Incorporator by Missouri Revised Statute Section 355.111 does hereby certify as follows:

ARTICLES OF INCOPORATION

The original Articles of Incorporation of this Corporation have been filed in the office of the Missouri Secretary of State in Jefferson City. A certified copy of said Articles of Incorporation, showing the filing date and corporate number, has been inserted in the corporate minute book.

BY-LAWS

A form of By-Laws for the regulation of the affairs of this Corporation has been adopted. A copy of the By-Laws has been inserted in the corporate minute book.

NUMBER AND APPOINTMENT OF DIRECTORS

The initial number of Directors authorized by the By-Laws of this Corporation is three (3).

The names of the persons appointed to act as the first Directors of this Corporation, which Directors shall serve until his/her successor have been duly elected pursuant to the Bylaws of this Corporation, or until removed or resignation, as the case may be, and in whom the powers of further organization and direction of this Corporation are hereby vested effected upon acceptance of this appointment, are as follows:

Matt Pfund

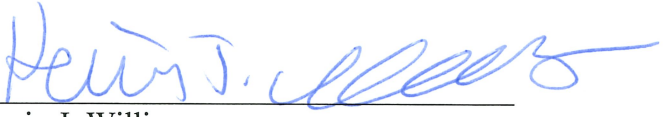
Kristie Bailey

Michael Bailey

INCORPORATOR'S CERTIFICATION

The undersigned, having completed the initial organization of the above-named Corporation and having named one or more Directors to carry on the functions of Directors as required by law, hereby executes this Organizational Certificate recording the actions so taken.

Dated as of this 27th day of December, 2023.



Kevin J. Williams

**WRITTEN CONSENT
OF THE DIRECTORS OF
OLIA VILLAGE LOT OWNERS ASSOCIATION,
A MISSOURI NONPROFIT CORPORATION
TO ACTION TAKEN WITHOUT A FORMAL MEETING**

December 27, 2023

INTRODUCTION

The undersigned, being the entire Board of Directors of OLIA VILLAGE LOT OWNERS ASSOCIATION, A MISSOURI NONPROFIT CORPORATION take the following actions by written consent as of the 27th day of December, 2023.

ORGANIZATIONAL CERTIFICATE

The Organizational Certificate, duly executed by the Incorporator of the Corporation, which Organizational Certificate recites the actions taken by the Incorporator, is approved, made a part of the records of the meeting, and the Secretary is directed to file said Certificate in the corporate minute book.

MINUTE BOOK

The corporate minute book shall be maintained for the minutes of the meeting of the Board of Directors and Members and other corporate documents. The following resolution is adopted:

RESOLVED, that this Corporation maintain a minute book containing the minutes of this meeting and of all the subsequent meetings of the Board of Directors of this Corporation and of meetings of the Members of this Corporation and such other documents as the Board of Directors of the Members of this Corporation may from time to time direct.

ARTICLES FILED

A certified copy of the Corporation's Articles of Incorporation showing the following filing information which the Missouri Secretary of State's Office shall be kept in the corporate minute book:

Filing Date: December 27, 2023
Corporate Number: N001695120

The following resolution is adopted:

RESOLVED, that the Articles of Incorporation of this Corporation as duly certified by the Missouri Secretary of State have been reviewed and the contents are hereby ratified and approved by the Board of Directors.

BYLAWS

The Bylaws of the Corporation as adopted by the Incorporator shall be kept in the corporate minute book. The following resolution is adopted:

RESOLVED, that this Board of Directors hereby approves the Bylaws and confirms their adoption by the Incorporator of this Corporation.

RESOLVED FURTHER, that the Secretary of this Corporation be, and hereby is, authorized and directed to insert the Bylaws in the minute book of this Corporation.

ELECTION OF OFFICERS

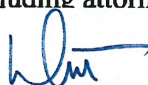
The following persons were duly nominated and elected to the offices indicated after their names hereinbelow for the term provided by the Bylaws of the Corporation.

<u>Name</u>	<u>Office</u>
Matt Pfund	Vice President
Kristie Bailey	Secretary
Michael Bailey	President

INCORPORATION EXPENSES

In order to provide for the payment of the expense of incorporation and organization of the Corporation, the following resolution is adopted:

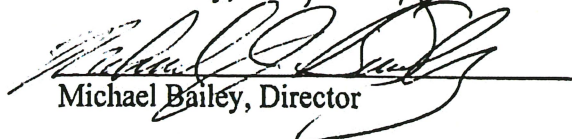
RESOLVED, that the appropriate officers of this Corporation be, and they hereby are, authorized and directed to pay the expenses of the incorporation and organization of this Corporation, including attorneys' fees for incorporation.



Matt Pfund, Director



Kristie Bailey, Director



Michael Bailey, Director

CONSTITUTING ALL OF THE DIRECTORS OF THE CORPORATION

BYLAWS
OF
OLIA VILLAGE LOT OWNERS ASSOCIATION,
A MISSOURI NONPROFIT CORPORATION

**OLIA VILLAGE LOT OWNERS ASSOCIATION,
A MISSOURI NONPROFIT CORPORATION**

BYLAWS

**ARTICLE I
Name and Address**

Section 1.1 Name. The name of this association shall be Olia Village Lot Owners Association, a Missouri nonprofit corporation (the “Association”).

Section 1.2 Address. The office of the Association shall be at the place to be designated by the Board of Directors, subject to transfer upon notice to the Owners.

Section 1.3 Registered Agent. The Association shall have and continuously maintain in the State of Missouri a registered agent and registered office as required by the Missouri Nonprofit Corporation Act. The registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
Applicability**

These Bylaws shall be applicable to the Association in accordance with the terms of the Declaration.

**ARTICLE III
Purpose**

The purpose of the Association is to promote the health and welfare of the Owners and to protect and enhance the value of Olia Village, including, without limitation, the conduct of all powers and duties of the Association as described in the Declaration. The Association does not contemplate pecuniary gain or profit to its Owners as a result of membership in the Association.

**ARTICLE IV
Definitions and Interpretations**

Section 4.1 Definitions. The following terms shall have the meanings set forth below:

“**Act**” shall mean the Missouri Nonprofit Corporation Act, Chapter 355, Sections 355.001 through 355.881, RSMo, as amended from time to time.

“**Board of Directors**” shall mean those persons from time to time serving as Directors as appointed and as elected as provided in the Declaration and these Bylaws. For purposes of these

Bylaws, the term “Board of Directors” shall mean the same governing body referred to in Section 355.316 of the Act.

“**Capital Fund(s)**” shall mean fund(s) maintained by the Association to (i) meet unforeseen expenditures of the Association, (ii) purchase any additional equipment or services deemed necessary by the Association for operation of Olia Village, and (iii) provide sufficient sums in reserve accounts to pay the cost of repair and replacement of certain improvements required to be repaired and replaced in accordance with the terms of the Declaration.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Common Expenses**” shall mean all costs and expenses, including allocations to the Working Capital Fund, reserves, or financial liabilities of the Association pursuant to the provisions of the Declaration, these Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

“**Declaration**” shall mean the Declaration of Covenants, Conditions and Restrictions for Olia Village, as recorded in the St. Louis County Recorder of Deeds, and any amendment thereto.

“**Director**” shall mean a member of the Board of Directors.

“**Lot**” shall have the meaning as provided in the Declaration.

“**Manager**” shall mean any experienced and professional manager with whom the Association contracts for the day-to-day management of Olia Village and/or the administration of the Association established by the Declaration.

“**Minute Book**” shall mean the minute book of the Association, which shall contain the minutes of all annual and special meetings of the Association and the Board of Directors and all resolutions of the Board of Directors.

“**Owner**” shall have the meaning as provided in the Declaration.

“**Olia Village**” shall mean the planned mixed use development known as “Olia Village Creve Coeur” located in the Olia Village Creve Coeur Subdivision Plat, a tract of land being part of Lots 9, 10, 11 and 12 of Major Thomas Subdivision, situated in the Southwest Quarter and the Northwest Quarter of Section 1, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri, as further described in the Declaration.

“**Olia Village Developer**” shall mean and refer to 10300 Olive LLC, a Missouri limited liability company, or its successors or assigns.

“**Person**” shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Regulations” shall mean the rules and regulations of the Association adopted and amended from time to time by the Board of Directors relating to the appearance, use, and occupancy of Olia Village.

Any capitalized term that is not defined in this Section 4.1 shall have the meaning set forth in the Declaration.

Section 4.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the provisions set forth in the Declaration, the provisions in the Declaration shall govern. In the event that the Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in a manner which conforms to the provisions of the Code with respect to not for profit entities, it being the intention to preserve the status of the Association as a bona-fide not for profit entity.

ARTICLE V Lot Owners

Section 5.1 Membership. Owners’ membership of the Association shall be as set forth in the Declaration.

Section 5.2 Affirmative Vote. Voting of the Owners on all matters under these Bylaws shall occur in the manner described in the Declaration. Any Lot Owner whose voting rights have been suspended shall not be entitled to vote.

Section 5.3 Membership List. The Secretary shall maintain, at the Association’s principal office, an updated list of the Lot Owners and their last known post office addresses as provided by each Lot Owner. The list shall be revised by the Secretary to reflect changes in the ownership of Lots occurring prior to the date of the annual or special meeting. The list shall be open to inspection by all Lot Owners and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the Minute Book, at the Associations’ principal office.

Section 5.4 Proxies. Any vote may be cast in person or by proxy. Any designation of proxy shall be on a form approved by the Association and shall be filed with the Secretary of the Association at least forty-eight (48) hours before any meeting at which such proxy will vote.

ARTICLE VI Meetings of the Association

Section 6.1 Annual and Special Meetings. All annual and special meetings of the Association shall be held in accordance with the terms of the Declaration.

ARTICLE VII

Board of Directors

Section 7.1 Authority; Number of Directors. Subject to the provisions of the Act, the Declaration, and these Bylaws, the affairs of the Association shall be governed by a Board of Directors. The number of Directors and the appointment and election of Directors shall be as provided in the Declaration.

Section 7.2 Powers and Duties. The Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association, together with such powers and duties which are specifically enumerated in the Declaration.

Section 7.3 Manager. To facilitate management of Olia Village and the administration of the Association, the Board of Directors may delegate to a Manager responsibility for matters of a routine nature.

ARTICLE VIII

Officers

Section 8.1 Officers. The officers of the Association shall be a President, Vice President, and Secretary. The offices of President and Secretary may not be held by the same person. The Secretary may be eligible to hold the office of Vice President. The Directors shall be elected as President, Vice President, and Secretary.

Section 8.2 Appointment and Removal. The officers of the Association shall be appointed and removed by the Board of Directors.

Section 8.3 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board of Directors and all meetings of the Lot Owners. The President shall have the general powers and duties usually vested in the office of the president of a lot owners' association, including, but not limited to, the power to appoint committees, from time to time, as he may deem appropriate to assist in the conduct of the affairs of the Association; provided, however, no such committee shall have the right to exercise the full authority of the Board of Directors. The President shall be an ex-officio member of all standing committees, if any. The President shall execute deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Lot Owners and record all votes and the minutes of all such meetings and proceedings, including resolutions, in the Minute Book. The Secretary shall perform the same duties for any committees when required. The Secretary shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors

shall direct the Secretary to keep. The Secretary shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Lot Owners, the Directors and members of any committees, and shall perform any other duties which may be prescribed by these Bylaws or by the Board of Directors or the President. The Secretary shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest or certify the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and last known post office addresses of all Lot Owners, as provided by the Lot Owners; and (c) the Lot that is owned by each Lot Owner. The Secretary shall prepare, execute and cause recordation of amendments to the Declaration on behalf of the Association except when the preparation, execution and recordation thereof shall be delegated by the Board of Directors to another officer or agent of the Association. Nothing shall prohibit the functions of the Secretary to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Secretary shall not relieve the Secretary from any responsibilities related to overseeing and reviewing any duties performed by the agent.

Section 8.5 Vice-President. To the extent there is a Vice-President, in the absence of the President, or in the case of his inability or refusal to act, and upon a written delegation of authority from the Board of Directors, the Vice-President shall perform all the duties and possess all the powers of the President.

Section 8.6 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX

Indemnification Of Directors, Officers And Other Authorized Representatives

The Association shall indemnify every Director and Officer of the Association against, and reimburse and advance to every Director and Officer for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Declaration, Act and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or Officer shall be indemnified for: (1) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; or (2) an act or omission for which the liability of such Director or Officer is expressly provided for by statute.

ARTICLE X

Association Books and Records

The Association shall keep or cause to be kept certain books and records as required by the Act and as herein provided, including, but not limited to: (i) detailed financial records of the

Association; (ii) the Declaration and any amendments thereto; (iii) the name and last known post office mailing address of each Lot Owner, as provided by such Lot Owner; (iv) voting records and proxies relating to all amendments to the Declaration, the Articles and these Bylaws; and (v) the minutes of all meetings of the Lot Owners. All books and records of the Association shall be kept in accordance with general business practices as consistently applied.

ARTICLE XI

Dissolution and Termination

Upon dissolution of the Association, the real and personal property of the Association shall be distributed pursuant to the Articles of Incorporation of the Association.

ARTICLE XII

Miscellaneous

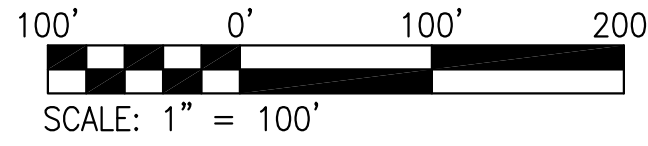
Section 12.1 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless the Board of Directors shall determine otherwise.

Section 12.2 Amendments to Bylaws.

(a) These Bylaws may be amended, at a regular or special meeting of the Board of Directors, upon the affirmative vote of at least fifty-one (51%) percent of all of the Directors of the Association.

Section 12.3 Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require.

KEY MAP
SHEET LAYOUT



GENERAL NOTES:

1. BASIS OF BEARING: GRID BEARINGS BASED ON NAD 83(2011) EPOCH 2010.00, MISSOURI EAST ZONE (2401) STATE PLANE COORDINATES, DETERMINED USING TRIMBLE R10 GNSS RECEIVERS, TRIMBLE TSC7 CONTROLLERS, TRIMBLE SOFTWARE, AND THE MDOOT REAL TIME GNSS NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS. OBSERVATION DATE: NOVEMBER 10, 2022.
2. SOURCE OF RECORD TITLE - WARRANTY DEED GRANTED TO "10300 OLIVE LLC" AS RECORDED BY DOCUMENT NUMBER 20220923-00353 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE.
3. TOTAL AREA OF BOUNDARY = 4,171,444 SQUARE FEET OR 95.763 ACRES.
4. PLAT IS SUBJECT TO THE RESTRICTIONS OF THE PLANNED ZONING DISTRICT ESTABLISHED BY THE CITY OF CREVE COEUR BY AMENDED ORDINANCE 5862 AS RECORDED BY DOCUMENT NUMBER 2023122100486 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE OR AS MAY BE FURTHER AMENDED BY THE CITY COUNCIL AND FILED FOR RECORD AT THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE.
5. AS DETERMINED THROUGH GRAPHIC PLOTTING ONLY, SUBJECT TRACT FALLS IN ZONE AE, BASE FLOOD ELEVATIONS DETERMINED PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS, PANEL 230 OF 525, MAP NUMBER 29183002306, EFFECTIVE DATE OF JANUARY 20, 2016.
6. EXISTING EASEMENTS TO BE VACATED SHALL BE DONE BY SEPARATE INSTRUMENT.
7. SET CORNERS - CROSSES CUT ALONG THE EXTENSION OF LOT LINE TO CENTER LINE OF RIGHT OF WAY AND 1/2" REBAR WITH PLASTIC CAP STAMPED LS-2660 AT ALL REAR CORNERS, WITHIN ONE-YEAR OF THE RECORDING DATE.
8. ALL PERMANENT MONUMENTS SHOWN HEREON SHALL BE PLACED ON THE PUBLIC RIGHT OF WAY AT PC'S AND PT'S OR AT A PERPENDICULAR OFFSET AT 2.00 FEET OR 5.00 FEET LOCATED WITHIN THE ADJACENT GREEN SPACE TO AVOID CONFLICTS WITH PAVEMENT, WITHIN ONE-YEAR OF THE RECORDING DATE.

LEGEND

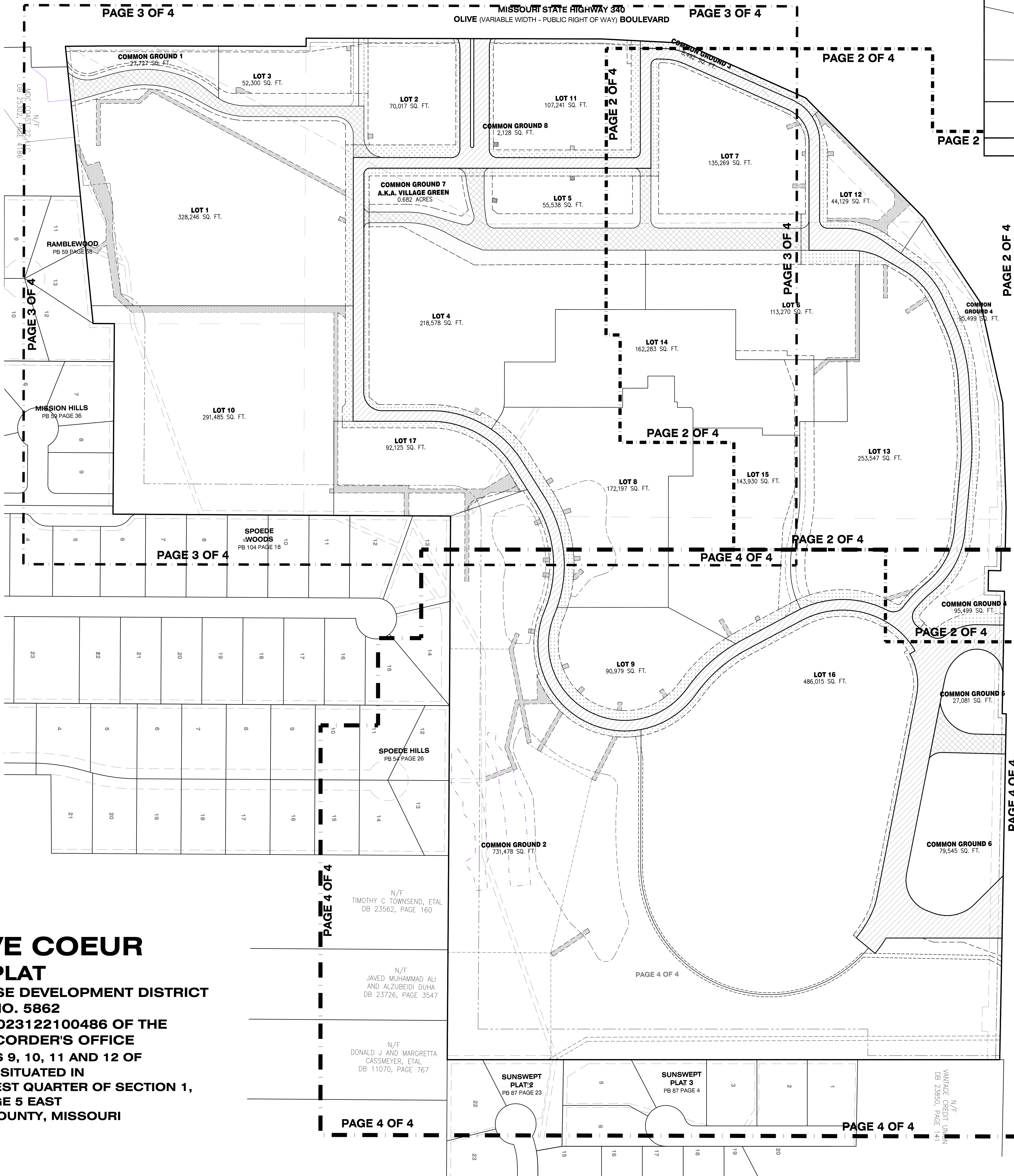
	PUBLIC RIGHT OF WAY DEDICATION
	PRIVATE ROADWAY DEDICATION
	PUBLIC PRIMUSE
	SPECIAL USE PRIMUSE
	EASEMENTS DEDICATED TO MSD

LEGEND

	SET RE-BAR W/CAP COLE
	SET PERMANENT SURVEY MONUMENT
	FOUND RE-BAR
	FOUND ANCHOR
	FOUND CROSS
	FOUND IRON PIPE
	FOUND RAIL ROAD SPIKE
	FOUND CONCRETE MONUMENT
	FOUND RIGHT OF WAY MARKER

OLIA VILLAGE CREVE COEUR
SUBDIVISION PLAT

THE OLIA VILLAGE "PMD" PLANNED MIXED-USE DEVELOPMENT DISTRICT
AMENDED ORDINANCE NO. 5862
RECORDED BY DOCUMENT NUMBER 2023122100486 OF THE
ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE
A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF
MAJOR THOMAS SUBDIVISION, SITUATED IN
THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 1,
TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



MISSOURI STATE HIGHWAY 67
LINDERBERGH (VARIABLE WIDTH - PUBLIC RIGHT OF WAY) BOULEVARD

LOCATION MAP
NOT TO SCALE

10300 OLIVE LLC
1034 S. BREYWOOD, SUITE 200PH-D
ST. LOUIS, MO 63117
PHONE: 618.682.2602

OLIA VILLAGE CREVE COEUR DEVELOPMENT
10300 OLIVE, LLC
10300 OLIVE BLVD.
CREVE COEUR, MO. 63141



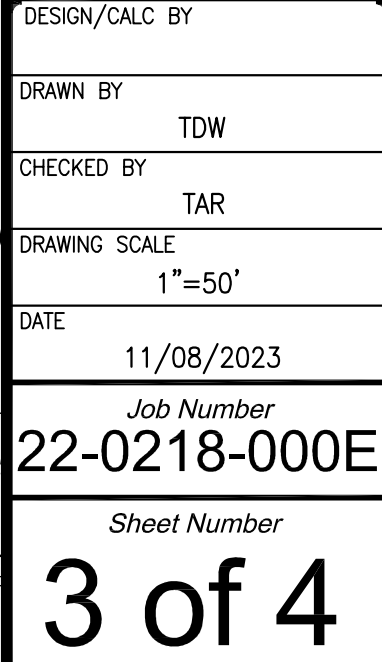
COLE AND ASSOCIATES, INC.
CORPORATE PROFESSIONAL
LAND SURVEYORS
CERTIFICATE OF AUTHORITY #000086
TERRY D. WESTERMAN, P.L.S. 2363
PROFESSIONAL LAND SURVEYOR
DATE:

ST. CHARLES
1320 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7588
www.colellc.com
DESIGN / CALC. BY
CHECKED BY
DRAWING SCALE
DATE
Job Number
22-0218-000E
Sheet Number
1 of 4

**THE OLIA VILLAGE "PMD" PLANNED MIXED-USE DEVELOPMENT DISTRICT AMENDED
ORDINANCE NO. 5862 RECORDED BY DOCUMENT NUMBER 2023122100486 OF THE
ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE
A TRACT OF LAND BEING PART OF LOTS 9, 10, 11 AND 12 OF
MAJOR THOMAS SUBDIVISION, SITUATED IN
THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF
SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI**

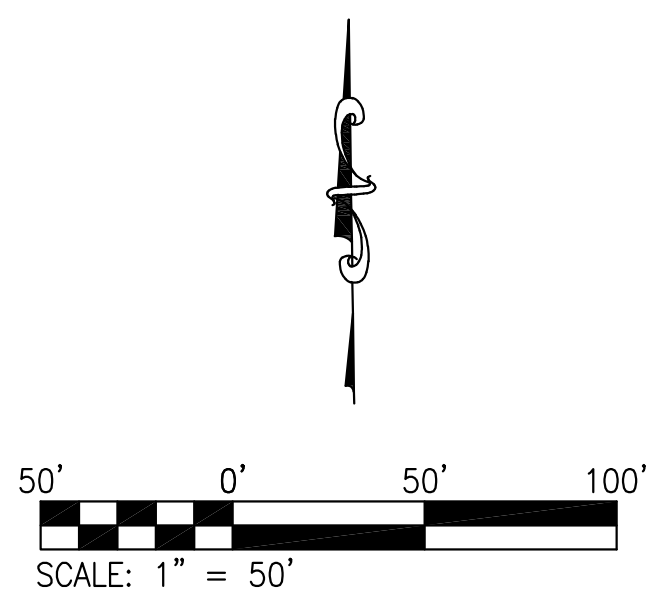
Page 125 of 148

SUBDIVISION PLAT
THE OLIA VILLAGE "PMD" PLANNED MIXED-USE DEVELOPMENT DISTRICT AMENDED ORDINANCE NO. 5862
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OLIA VILLAGE CREVE COEUR SUBDIVISION PLAT

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SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



SPOEDE HILLS
PB 54 PAGE 26

N/F
TIMOTHY C. TOWNSEND, ETAL
DB 23562, PAGE 160

N/F
JAVED MUHAMMAD ALI
AND ALZUBEIDI DUHA
DB 23726, PAGE 3547

N/F
DONALD J AND MARGRETTA
CASSMEYER, ETAL
DB 11070, PAGE 767

COMMON GROUND 2
731,478 SQ. FT.

OLIVE COVE
(26' W - PUBLIC)

PAGE 4 OF 4

BMP RESERVE AREA LINE TABLE

Line #	Length	Direction	Curve #	Length	Radius	Chord Direction	Chord Length
L1	75.61'	N71°21'12"E	C1	89.99'	46.00'	S52°36'19"E	76.31'
L2	54.89'	S03°26'11"W	C2	41.33'	88.00'	S10°01'04"E	40.95'
L3	32.69'	S23°28'18"E	C3	70.18'	41.00'	S25°33'58"W	61.92'
L4	14.92'	S74°36'15"W	C4	32.82'	55.00'	S57°30'29"W	32.34'
L5	44.43'	S40°24'44"W	C5	265.43'	337.00'	N08°57'31"W	258.62'
L6	12.00'	N76°23'41"W	C6	34.45'	25.00'	N69°10'23"W	31.79'
L7	24.32'	S89°08'47"E	C7	248.80'	268.00'	N03°06'17"W	239.96'
L8	39.91'	S05°28'20"E	C8	79.00'	232.00'	N13°44'06"E	78.62'
L9	49.47'	S00°24'42"W	C9	11.98'	30.34'	N17°17'32"E	11.91'
L10	60.11'	S71°21'12"W	C10	48.19'	33.00'	S47°18'33"E	44.02'
L11	69.89'	S26°11'02"W	C11	20.02'	195.00'	S02°31'49"E	20.02'
L12	31.20'	N28°44'29"W	C12	33.68'	153.00'	S06°43'02"W	33.61'
L13	36.43'	N45°11'28"W	C13	47.73'	66.07'	S07°40'31"E	46.70'
L14	123.46'	N30°31'37"W	C14	7.65'	47.00'	S33°02'07"E	7.64'
L15	70.59'	N00°19'13"W	C15	99.47'	90.06'	S06°03'21"E	94.49'
L16	63.35'	N02°27'00"W	C16	49.12'	33.00'	S36°33'25"E	44.71'
L17	59.94'	N24°19'26"W	C17	259.41'	1038.82'	S01°04'02"E	258.74'
L18	35.44'	N21°39'31"W	C18	1.52'	43.00'	S09°14'07"E	1.52'
L19	7.66'	N10°54'10"E	C19	49.20'	232.89'	S16°18'08"E	49.11'
L20	25.96'	N24°11'03"E	C20	39.82'	47.00'	S01°54'52"W	38.64'
C21	52.39'	24.00'	S88°43'16"W	42.59'			
C22	34.74'	121.00'	N36°57'58"W	34.62'			
C23	20.22'	79.00'	N37°51'32"W	20.16'			
C24	37.96'	72.00'	N15°25'25"W	37.52'			
C25	4.27'	115.00'	N01°23'07"W	4.27'			
C26	34.36'	90.00'	N13°23'13"W	34.15'			
C27	7.65'	33.00'	N17°32'36"E	7.63'			
C28	25.93'	13.00'	N81°20'07"E	21.84'			
C29	78.33'	426.49'	S46°46'29"E	78.22'			
C30	148.02'	315.03'	S65°44'25"E	146.66'			

BMP RESERVE AREA CURVE TABLE

Curve #	Length	Radius	Chord Direction	Chord Length
C1	89.99'	46.00'	S52°36'19"E	76.31'
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C9	11.98'	30.34'	N17°17'32"E	11.91'
C10	48.19'	33.00'	S47°18'33"E	44.02'
C11	20.02'	195.00'	S02°31'49"E	20.02'
C12	33.68'	153.00'	S06°43'02"W	33.61'
C13	47.73'	66.07'	S07°40'31"E	46.70'
C14	7.65'	47.00'	S33°02'07"E	7.64'
C15	99.47'	90.06'	S06°03'21"E	94.49'
C16	49.12'	33.00'	S36°33'25"E	44.71'
C17	259.41'	1038.82'	S01°04'02"E	258.74'
C18	1.52'	43.00'	S09°14'07"E	1.52'
C19	49.20'	232.89'	S16°18'08"E	49.11'
C20	39.82'	47.00'	S01°54'52"W	38.64'
C21	52.39'	24.00'	S88°43'16"W	42.59'
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C27	7.65'	33.00'	N17°32'36"E	7.63'
C28	25.93'	13.00'	N81°20'07"E	21.84'
C29	78.33'	426.49'	S46°46'29"E	78.22'
C30	148.02'	315.03'	S65°44'25"E	146.66'

10300 OLIVE, LLC
1004 S. BREYWOOD, SUITE 200PH-D
ST. LOUIS, MO 63107
PHONE 686.622.6502

OLIA VILLAGE CREVE COEUR DEVELOPMENT
10300 OLIVE, LLC
10300 OLIVE BLVD.
CREVE COEUR, MO. 63141



COLE AND ASSOCIATES, INC.
CORPORATE PROFESSIONAL
LAND SURVEYORS
CERTIFICATE OF AUTHORITY #002068

TERRY D. WESTERMAN, P.L.S. 2363
PROFESSIONAL LAND SURVEYOR
DATE:

+ ST. CHARLES
1320 S. 5TH STREET
SUITE 307
ST. LOUIS, MO 63103
636.978.7588
WWW.COLEBETTER.COM
DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
JOSEPH TRANSITION PLANNING
Cole & Associates, Inc. is a Missouri Corporation. A Cole Design Group, Inc. is a Missouri Corporation. A Cole Design Group, Inc. is a Missouri Corporation.

DESIGN/CALC. BY
DRAWN BY TDW
CHECKED BY TAR
DRAWING SCALE 1"=50'
DATE 11/08/2023
Job Number 22-0218-000E
Sheet Number 4 of 4

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLIA VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OLIA VILLAGE, (“Declaration”) is made effective as of [REDACTED] day of [REDACTED], 2024, by 10300 Olive LLC, a Missouri limited liability company (“Declarant”).

Declarant is the owner of the real property described on Exhibit A attached hereto and incorporated herein by reference, and desires to subject the real property described therein to the indentures, covenants, restrictions, reservations, and easements hereinafter set forth, each of which is for the benefit of said real property and for each owner thereof including Declarant, and each of which shall inure to the benefit of and be binding upon said real property and every portion thereof, and shall apply to and bind the successors in interest of any owner thereof.

NOW, THEREFORE, Declarant hereby declares that the real property described and referred to herein is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

1. DEFINITIONS

As used herein, the following terms shall have the meanings indicated:

“Association” shall mean Olia Village Lot Owners Association, a Missouri non-profit corporation.

“Common Ground” shall mean Common Grounds 1 through 8 as provided and shown on the Plat.

“Declarant” shall mean 10300 Olive LLC, a Missouri limited liability company, or its successors or assigns.

“Declarant Control Period” means twenty years after the date of this Declaration.

“Declaration” shall mean this instrument, as amended from time to time hereafter.

“Directors” shall mean those persons serving pursuant to Article 3 herein.

“Lot” shall mean Lots 1 through 17 as provided and shown on the Plat.

“Net Area” means the square footage of the land area of the Lots.

“Owner” means any party owning fee title to any portion of a Lot upon which a building or buildings and appurtenant structures may be erected, or in the case of any Lot which is converted to a condominium under applicable Missouri law, the party owning fee title to any condominium unit.

“Owner’s Representative” means any party owning fee title to an entire non-subdivided Lot or in the case of any Lot which has been further subdivided or converted to a condominium under applicable Missouri law, the association created under Section 3.3 below with respect to such Lot.

“Olivia Village” shall mean the development constructed on the Property.

“Plat” means that certain plat of the Property recorded in Plat Book ____, Page ____ of the St. Louis County, Missouri, public records.

“Property” means the real property described on Exhibit A, as such Exhibit A shall be amended from time to time as provided for herein.

“Roadway Area” means the real property depicted and identified on the Plat as private roadways (Vintage Avenue; Pavilion Drive south of Vine Street; Twisted Branch Drive south of Vine Street; Arbor Way north of Vine Street and Main Street between Arbor Way and Twisted Branch Drive, and Bayer Drive together with all cul-de-sacs and rounding located at the street intersections, in the area identified and shown cross-hatched on the Plat).

“Turnover Date” shall mean the date that is the first to occur of the following (i) the end of the Declarant Control Period or (ii) the date the Declarant shall voluntarily surrender control of the Board of Directors by written notice to the Owner Representatives.

2. PROPERTY SUBJECT TO THESE COVENANTS

The real property which is, and shall be held, conveyed, transferred, occupied and sold subject to this Declaration is located in the City of Creve Coeur, County of St. Louis, State of Missouri, and is more particularly described on Exhibit A attached hereto, as such Exhibit A shall be amended from time to time as provided for herein.

3. ASSOCIATION

3.1 NUMBER OF DIRECTORS

The affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall consist of three (3) Directors, who shall serve without remuneration. Declarant shall designate the initial three (3) Directors and will continue to have the right to designate the three (3) Directors from the date hereof until the Turnover Date. From and after the Turnover Date, all of the Directors shall be elected by the Owner’s Representative as provided below.

3.2 ELECTION OF DIRECTORS

3.2.1 Qualifications. To qualify to fill a Director position, a person shall be twenty-one (21) years of age; and an Owner’s Representative, an officer of an

Owner's Representative, or the duly appointed representative of an Owner's Representative.

3.2.2 Election of Directors. Directors to be designated by Declarant as provided in Section 3.1 may be designated from time to time in a writing executed by the Declarant. With respect to Directors that are to be elected as provided in Section 3.1, the election of Directors shall be accomplished at the annual general meeting specified in Section 3.5, or without a meeting as may provided for in Section 3.8 (by ballot) or Section 3.9 (by consent). Each candidate for Director to be elected or appointed to the Board of Directors shall be qualified as per Section 3.2.1 to fill the specific Director position created by the vacancy. Each vacancy shall be filled by a separate election or appointment. In all elections to fill Director positions, only Owner's Representatives shall have the right to vote and each Owner's Representative shall be allocated one (1) vote for each acre in such Lot corresponding to such Owner's Representative (for purposes of determining the number of votes for partial acre ownership, acreage shall be rounded to the nearest tenth of an acre). All matters for which the Owner's Representatives are required to vote under the Declaration shall be voted upon in this manner. All voting under this Declaration shall be by the vote (voting by majority of votes allocated as provided above) of the Owner's Representatives present and voting in person or by proxy unless otherwise indicated. Cumulative voting shall be prohibited.

3.3 FURTHER SUBDIVIDED LOTS.

In no event shall a Lot be further subdivided or converted to a condominium under applicable Missouri law, until or unless the Lot being further subdivided or converted appoints a single association with respect to such Lot to be the Owner Representative for such Lot.

3.4 TERM OF OFFICE

From and after the first election after the Turnover Date, the term of the Director positions shall be staggered in order to provide continuity for the Board of Directors. During the first election of the initial Directors, one shall be designated to serve for one year, one shall be designated to serve for two years, and one shall be designated to serve for three years. Each subsequent year after the Turnover Date the Director position which is due to become vacant shall be filled by election as required by Section 3.1. Each such Director shall serve until their successor is appointed or elected as provided for herein or until such Director's death, disability, non qualification to serve as Director or resignation if sooner. The terms of office of each Director shall then be for three (3) years and shall run from the date of election. Whenever any one or more of the said Directors or their successors appointed or elected as herein provided shall die, become unable to act, resign, or shall cease to have the required interest in the Property, the remaining Directors shall appoint a successor to fill the balance of the unexpired term.

3.5 ANNUAL MEETING

Commencing one (1) year after the date of election of the first elected Board of Directors elected after the Turnover Date under Section 3.2.2 of this Declaration, there shall be an annual meeting of the Owner's Representatives for the purpose of electing or appointing Directors and to conduct such other business as may properly come before such meeting, the date of which shall be as near as possible to the date of such first appointment. All such meetings shall be preceded by no less than ten (10) days prior written notice to the Owner's Representatives from the Directors then in office or if there be no such Directors, by any Owner. Such notice shall be deemed delivered to such Owner's Representative if mailed to the last known address for such Owner Representative on file with the Association, provided that the registered agent address for any Owner who is an entity shall be deemed to be the address of such Owner.

3.6 PROCEDURES; OFFICERS

3.6.1 Procedures; Officers. A majority of Director(s) at any meeting properly called may exercise the powers of the Board of Directors. A quorum for a meeting of the Board of Directors shall be a majority of Directors in attendance at such meeting, either in person or by proxy. Any Director may call a meeting of the Directors upon ten (10) days written notice; provided, however, such written notice may be waived upon receipt of oral notice. Meetings may take place in person (including MS Teams, Zoom or similar virtual platform) or by conference telephone call. At the first meeting of the Board of Directors, an annually on or about February 1st of each calendar year thereafter, the Directors shall elect a President from its members to serve as the President for such first meeting, and thereafter the President of the Association shall preside over all meetings of the Board of Directors and the meeting of the Owner's Representatives. Also, the Board of Directors shall designate one (1) member to serve as Vice President of the Association, and one (1) member to serve as Secretary of the Association. Each such officer shall serve until their successor is elected by the Board of Directors as provided herein or until such officer's death, disability or resignation if sooner.

3.7 MEMBERS OF ASSOCIATION

Each Owner's Representative shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.8 OWNER QUORUM

No business may be transacted at any meeting (special or general) of the Owner's Representatives at which there is not a quorum, except as provided below. Except as otherwise provided herein, a quorum shall be deemed present at a meeting of the Association if the Owner's Representatives in attendance at the beginning of the meeting represent at least fifty percent (50%) of the votes eligible to vote at the time of the meeting, either in person or by proxy. If proper notice is given and a meeting called at which the proposed business cannot be conducted because of failure to achieve a quorum, then the Directors may either: (i) give another notice of the meeting indicating the proposed business or purpose; or (ii) take a vote of the

Association on any proposed business by written ballot of the Owners in lieu of a meeting (if by ballot then a simple majority of the Owner's Representatives voting in accordance with Section 3.2.2).

3.9 ACTION WITHOUT A MEETING

Any action by the Directors or the Owner's Representative may be taken without a meeting if all of the Directors or Owner's Representative shall unanimously consent in writing to the action. Such written consent shall be filed in the minute book of the Association. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors or the Owner's Representative.

3.10 VACANCIES

Where the provisions of this Declaration cannot be fulfilled by reason of unfilled vacancies among the Directors, the City Council of the City of Creve Coeur may, upon the petition of any Owner, appoint one or more Directors to fill such vacancies until such time as Directors are appointed or elected in accordance with this Declaration.

3.11 UNPAID ASSESSMENTS -VOTING

In the event any Owner of any Lot or portion of Lot shall have delinquent assessments due the Association that are more than one hundred eighty (180) days past due, then in such event, all votes held by the Owner's Representative as provided for hereunder for such Lot shall be deemed to be held by proxy by the Board of Directors and may be voted by the Board of Directors for all purposes including the establishment of quorum.

3.12 INDEMNIFICATION

The Directors and officers of the Association shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature. The Association shall indemnify every Director and officer of the Association (to the greatest extent permitted under applicable law) against all liabilities, claims, costs, damages and expenses, including without limitation attorneys' fees reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding) to which he or she may be a party or arising out of or by reason of being or having been a Director or officer of the Association. The Directors and officers of the Association shall not be liable for any mistake of judgment, negligent or otherwise. This right to indemnification shall not be exclusive of any other rights to which any present or former Director or officer of the Association may be entitled, including without limitation any rights of indemnification as provided under the bylaws of the Association from time to time. The Association may (but is not required to) obtain general liability and officers' and directors' liability insurance to fund its obligations hereunder, if such insurance is reasonably available.

4. ASSESSMENTS

4.1 GENERAL AND SPECIAL ASSESSMENTS

The Association may levy an annual general assessment upon and against (a) in the case of an unsubdivided Lot, the Lot and the Owner of such Lot and (b) in the case of a subdivided Lot (or Lot converted into a condominium under applicable Missouri law), against each such subdivided lot upon which a building can be constructed and, against each condominium unit if such Lot shall be converted to a condominium and the Owner of such lot or condominium unit as the case may be. The Declarant, for each Lot within the Property, hereby covenants and agrees, and each Owner of by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual general assessments or charges as determined by the Board of Directors pursuant to the provisions of this Declaration, (ii) special assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any facility, land or improvement or by abandonment of any property against which the assessment(s) was made or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

4.2 AMOUNT AND COLLECTION

- 4.2.1 The amount to be levied and assessed against each Lot shall be determined by multiplying the total dollar amount of assessment determined annually by the Board of Directors, in its sole discretion, to pay for the items set forth in Section 4.4 (excluding the assessments set forth in Section 4.2.2 below specifically allocated to Lots 1 through 7 and Lots 11 and 12) as reflected on the budget for the ensuing calendar year by a fraction, the numerator of which shall be the Net Area of each of the Lots so levied and assessed and the denominator of which shall be the Net Area of all Lots. Such assessment shall be levied and assessed on or about February 1 of each calendar year; however, failure to determine the assessment within such time or deliver notice of assessment shall not bar assessments during such year.
- 4.2.2 Notwithstanding Section 4.2.1 above, the assessments levied and assessed in connection with the items set forth in Section 4.4(6) shall only be levied and assessed against Lots 1 through 7 and Lots 11 and 12 and such assessments for each respective Lots 1-7, 11 and 12 shall be determined as follows: a fraction, the numerator of which shall be the Net Area of such Lot levied and assessed and the denominator of which shall be the aggregate of the Net Area of all of Lots 1-7, 11 and 12.
- 4.2.3 Furthermore, in the event of a subdivision of a Lot or conversion to a condominium, any assessment with respect to such Lot: (i) if such Lot is converted to a condominium under applicable Missouri law, each Owner shall responsible for paying their proportionate share of any assessments levied against such Lot in accordance with each Owner's allocated interest; or (ii) if

such Lot is subdivided (but not converted to a condominium), each Owner shall be responsible for paying their proportionate share of any assessments levied against such Lot with each Owner's proportionate share being equal to a fraction the numerator of which is the net square footage of such Owner's buildable lot over the net square footage of all buildable lots within the applicable Lot. For the avoidance of doubt and as an example only, in the event Lot 16 is further subdivided into 35 residential lots of equal size, then each Owner of a buildable lot which forms a portion of Lot 16 shall be responsible for 1/35th of all assessments levied against Lot 16 hereunder.

4.3 SPECIAL ASSESSMENTS

The Association may levy special assessments to carry out its general obligations and powers.

4.4 USE OF FUNDS

All funds received by the Association shall be used to manage, maintain, operate and improve Olia Village, Roadway Area and/or the Common Ground. Funds may be used for the following purposes, among others:

1. Manage, maintain, operate, repair, improve, insure, any stormwater facilities, detention or reserve area, and any levee, lakes or drainage systems.
2. Manage, maintain, operate, repair, insure and improve the Roadway Area (including those which are publicly dedicated-but not accepted for maintenance) and any private right of way within Olia Village which in the opinion of the Board of Directors, benefit Owners in common, including but not limited to, lighting of streets and landscaping adjacent to such Roadway Area or private right of way.
3. Manage, maintain, operate, repair, insure and improve the Common Ground, common facilities, including without limitation, lighting of streets and public areas; landscaping systems; medians; and other improvements which in the opinion of the Board of Directors benefit Owners.
4. The payment of general real estate taxes or special assessments levied against the Common Ground, Roadway Areas or any portion of the Property owned by the Association.
5. Manage, operate and administer the tasks and procedures contemplated by this Declaration.
6. In accordance with Section 4.2.2 above, the following items shall be levied only against Lots 1 through 7 and Lots 11 and 12: (i) to manage, maintain, operate, repair,

replace insure and improve Main Street, Vintage Avenue, Arbor Way north of Vine Street, Pavilion Drive south of Vine Street, Twisted Branch Drive south of Vine Street, (ii) to install, maintain, repair and replace all landscaping, irrigation systems, grassy areas, benches, planter boxes, bus shelters, public trash cans and other furnishings and surface improvements located on or adjacent to Common Grounds 1, 3, 7 and 8, (iii) installing, maintaining, repairing and replacing all benches, planter boxes, bus shelters, public trash cans and other furnishings and other surface street improvements located on or adjacent to Main Street.

4.5 PAYMENT OF ASSESSMENTS

Each assessment shall be due and payable upon receipt of notice and shall be delinquent if not paid within thirty (30) days after receipt of notice. Delinquent assessments shall bear interest at the rate of nine percent (9%) per annum compounded daily until paid. Such unpaid assessment together with interest and the costs of collection thereof (including reasonable attorneys' fees), shall be a continuing lien against the portion of the Property against which such assessment is made, and shall also be the personal obligation of the Owner of that portion of the Property. The Association may record any necessary documents in the applicable public records to perfect a lien on the assessed property. The Association shall, upon full payment, cancel or release said encumbered property from the lien arising from the delinquent assessment by executing, acknowledging and recording, at the expense of the Owner, a release of such lien.

4.6 ENFORCEMENT

Every Owner hereby acknowledges, understands, and agrees that in the event an assessment made against their property becomes delinquent for any reason, the Association may, at anytime thereafter, bring an action to foreclose the lien against the property in like manner as assessments are enforced in Missouri, and/or bring suit on the personal obligation of the Owner(s), and there shall be added to the amount of such assessment interest as herein stated and the cost of such action including reasonable attorney's fees.

4.7 SUPERIOR TO DEEDS OF TRUST

This Declaration shall take precedence over any and all mortgages and deeds of trust or any other liens placed on any of the property herein described after this Declaration has been recorded in the St. Louis County Records. No sale or transfer shall relieve such Lot from any lien created hereunder.

4.8 GOVERNMENTAL INCENTIVES

In addition to the other assessments herein provided, all or a portion of the Property may be subject to the terms of a Community Improvement District ("CID") which is intended to be created by an ordinance approved by the City Council of the City of Creve Coeur imposing assessments to fund certain eligible improvements as set forth therein. The Association hereby agrees that Declarant, including its successors and assigns, shall be entitled in its sole discretion to select the representatives for purposes of serving on the CID Board of Directors as

representatives of the Association as will be reflected in the above-referenced ordinance. This Section shall only be amended with the consent of Declarant in addition to the requirements of Section 16 hereof.

5. ARCHITECTURAL REVIEW AND APPROVAL

The Declarant and any Owner hereby covenant and agree that in order to ensure that all buildings, structures, or improvements of any kind or nature (including paving, signs, lighting, fences and walls) and landscaping constructed on a Lot shall present an attractive and complimentary appearance, no new building, improvement or structure or addition or exterior change to existing buildings, improvements or structures (including paving, signs, lighting, fences and walls) shall be commenced, placed, erected, made or allowed to remain on any Lot unless or until the plans and specifications covering the same, showing the nature, kind and shape, height, size, materials, location and orientation of the building, improvements or structure on any portion of any Lot, elevations and other such information as the Association shall reasonably require (the "Plans"), shall have been submitted to and approved in writing by the Association. In the event the Association rejects the Plans as submitted, the Association shall so inform the Owner or lessee in writing, stating with reasonable detail the reasons for such disapproval and the recommendation to remedy same, if, in the reasonable opinion of the Association, a satisfactory remedy is available. The Association shall not be responsible for any loss or damage to any person arising out of any design, architectural, engineering, construction errors or omissions with respect to any Plans approved by the Association, nor shall the Association be responsible for any loss or damage to any person arising out of non-compliance with any governmental land use and building or zoning regulations. With any request for approval, the party requesting such approval must supply Association with that party's address, telephone number and facsimile number or email address as part of its request for approval of the Plans. No Lot owned by the Declarant shall be subject to the foregoing.

6. EASEMENTS

- 6.1 Roadway Area Easement. Declarant hereby grants to the Association for the benefit of Declarant and each Owner and their successors and assigns and all of their respective tenants, guests, contractors and invitees, a perpetual, non-exclusive easement over the Roadway Area to be used, on foot or in vehicle, for the purpose of access, ingress and egress to and from the Owners' respective Lots or portions thereof owned by such Owner and also to be used for the installation and maintenance of utilities serving the Lots. The Association shall have the right to grant such further utility and other easements in the Roadway Area as determined by the Association from time to time in its sole discretion. The Association shall also have the right, in its sole discretion to dedicate to any public authority the Roadway Area. Each Lot Owner agrees to execute any and all documents in furtherance of such dedication of the Roadway Area, if requested by the Association. Upon such dedication, the Association's rights and obligations with respect to such Roadway Area shall terminate. Declarant reserves unto itself a construction easement over the Roadway Area to construct

the road and utility improvements in the Roadway Area, as determined by Declarant.

- 6.2 Easements for Maintenance, Emergency, and Enforcement. Declarant hereby grants to the Association an easement over the Property outside the buildings, garages and other enclosed improvements as necessary for the Association to fulfill its maintenance, repair and replacement responsibilities under this Declaration. The Association shall also have an easement and the irrevocable right of access to each Lot, during reasonable hours, when necessary for the maintenance, repair or replacement of the Common Ground, the Roadway Area or other easements provided for hereunder, and or of any portion of a Lot to be maintained by the Association pursuant to the Declaration, or as necessary to prevent damage to the Common Ground or to any Lot (provided, however the Association does not have an affirmative obligation to prevent damage to the Lots). Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capacity as such and by all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.
- 6.3 Construction; Maintenance. Declarant (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its sole, reasonable discretion from time to time, upon prior written notice to the Owner and occupant of such Property, to enter the Property and take all other action reasonably necessary or convenient for the purpose of undertaking and completing the construction thereof, or any part thereof, or any addition thereto, or any improvements or Lots located or to be located hereto, and for repair, replacement and maintenance or where Declarant, in its sole discretion, determines that it is required or desires to do so.
- 6.4 Special Use PRIMUSE: Pursuant to the Plat, the Association shall have a non-exclusive permanent roadway improvement, maintenance, utility, stormwater and sanitary sewers easement in the areas identified and shown on the Plat as Special Use PRIMUSE for purpose of improving, constructing, repairing and maintaining roadway improvements (including parking), utilities, stormwater and sanitary sewers.
- 6.5 Public PRIMUSE: Pursuant to the Plat, the Association shall have a non-exclusive permanent roadway improvement, maintenance, utility, stormwater and sanitary sewers easement in the areas identified and shown on the Plat as Public PRIMUSE for purpose of improving, constructing, repairing and maintaining roadway improvements (including parking), utilities, stormwater and sanitary sewers.

- 6.6 Walking Trails. Declarant hereby grants to the Association the right to construct, build, maintain, protect, replace and repair walking trails within the Common Ground ("Walking Trails"). Each Owner and their successors and assigns and all of their respective tenants, guests, and invitees shall have a non-exclusive, permanent pedestrian easement in the Walking Trails subject to the right of the Association to (i) close and relocate the Walking Trails from time to time and (ii) promulgate such rules and regulations from time to time with respect to the use of such Walking Trails.
- 6.7 Pedestrian Easements. Declarant hereby grants to the Association an easement to construct, build, maintain, protect, replace and repair sidewalks within the Pedestrian Easement created under the Plat. All sidewalks constructed and existing from time to time within the Pedestrian Easement created under the Plat shall be maintained by the Association and each Owner and their successors and assigns and all of their respective tenants, guests, and invitees shall have a non-exclusive, permanent pedestrian easement over the sidewalks subject to the right of the Association to (i) close and relocate the sidewalks from time to time and (ii) promulgate such rules and regulations from time to time with respect to the use of such sidewalks.
- 6.8 Street Lighting Easements. Declarant hereby grants to the Association an easement to construct, build, maintain, protect, replace and repair street lights within the area of the Special Use PRIMUSE and Public Use PRIMUSE.

7. RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF ASSOCIATION

The Association shall have the following rights, powers, duties and obligations:

A. To acquire and hold the Common Ground and the Roadway Area and to exercise control over such Common Ground and Roadway Area maintain and improve same with landscaping, shrubbery, decorations and structures or improvements of any kind or description, and any and all other types of facilities in the interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the owners of Lots subject to the Declaration, to grant such easements and rights-of-way over such Common Ground and Roadway Area to such utility companies or public agencies or others as they shall deem necessary or appropriate, to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of said Common Ground and Roadway Area.

B. To exercise such control over the easements, streets, drives, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies), as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant

permission) to construct, operate and maintain on, under and over said easements, streets, drives, walkways and rights-of-way, street lights or other lighting, benches, trash cans, planter boxes and other furnishing and improvements, retention basin, drainage facilities, sewers, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereto; and to establish traffic regulations for the use of such streets, drives and walkways.

C. To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within the Common Ground or any right-of-way or easement, to decorate the entranceway to the development by appropriate landscaping or in such other manner as the Association shall deem appropriate.

D. To construct, relocate, maintain, protect, replace and repair the Walking Trails.

E. To dedicate the Common Ground, the Roadway Area, or any private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, but only when such dedications would be accepted by an appropriate public agency. To sell, convey or transfer the Common Ground or any portion or portions thereof.

F. To clear rubbish and debris and remove grass and weeds from and trim, cut back, remove, replace and maintain trees, shrubbery and flowers upon any neglected property, and to charge the owners thereof with the reasonable expense so incurred, which shall be a lien against such parcel of neglected property. The Association, Board of Directors, or their agents or employees, shall not be deemed guilty or liable for any manner of trespass for any such abatement, removal or planting.

G. At the discretion of the Association, to provide security service and facilities and to provide for the collection of trash, rubbish and garbage and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable.

H. In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Association or to institute and prosecute such suit as they deem necessary or advisable, and to defend suits brought against them in the name of the Association.

I. To receive, hold, convey, dispose of and administer for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

J. With regard to all property, real, personal or mixed, owned or held by the Association, the full and unqualified right, power and authority to:

1. Make all contracts and incur all liabilities necessary, related or incidental to exercise of the Association's powers and duties hereunder, including the construction of improvements.

2. Purchase insurance against all risks, casualties and liabilities of every nature and description.

3. Use, handle, manage, control, operate, sell, transfer and convey and/or hold such property, limited only as provided in this Declaration or bylaws of the Association.

K. In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Association, for any public purpose, the Association is hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisitions by eminent domain become necessary, only the Association need be made a party, and any monies, damage payments or condemnation award shall be held by the Association for the benefit of the Owners of the Lots subject hereto.

L. All rights, powers, duties, privileges and acts of every nature and description conferred upon the Association by the terms of this Declaration may be executed and exercised by a duly appointed officer of Association elected by a majority of the members of the Board of Directors, unless otherwise provided herein.

M. To exercise at their sole discretion any or all of the following powers:

1. To repair and replace all roads and other improvements located in the Roadway Area and Special Use PRIMUSE.

2. To furnish grass cutting and ground, tree and shrub maintenance (including replacement when necessary) for that portion of the Roadway Area not within the constructed road bed and for the Common Ground.

3. To provide by annual assessment sufficient sums to pay the cost of maintenance and repairs of the Roadway Area improvements, Special Use PRIMUSE and Common Ground.

4. To create and fund reserves.

N. To maintain any retention basin, drainage facilities, or sewer lines serving the Property and located on the Common Ground.

8. **OCCUPANCY AND USE RESTRICTIONS.** In order to provide for congenial occupancy of the Property and for the protection of the values of the Lots, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

8.1 Use of Common Ground. The Common Ground use shall be subject to the rules and regulations promulgated by the Association in accordance with this Declaration.

8.2 Maintenance of Lots. Each Owner, at such Owner's sole cost and expense, shall be responsible for the maintenance, repair and replacement of all portions of the Property owned by such Owner and all improvements thereon, including but not limited to the grass and landscaping installed on such Lot or portion thereof and on the Special Use PRIMUSE and Public PRIMUSE located on each Lot or portion thereof as the case may be, and shall keep such portion of the Lot owned by such Owner and all improvements thereon in good order and repair and free of trash and debris, as determined by the Association.

9. DURATION AND ENFORCEMENT

9.1 Duration. This Declaration shall bind and inure to the benefit of Declarant, the Owners of each Lot or portion thereof, the Owners of any additional property made subject to this Declaration, and their respective heirs, successors, personal representatives and assigns, and, subject to amendment of this Declaration as otherwise provided herein, shall continue in force and effect at all times until amended or terminated as provided herein.

9.2 Enforcement. This Declaration shall run with the land and all provisions shall be enforceable by any and every Owner Representative, the Declarant, and the Association. The failure of a property Owner, the Declarant, or the Association to enforce this Declaration shall in no event be deemed to be a waiver of their right to do so for any subsequent violation. Notwithstanding the foregoing, pursuant to Section 17 below the Owner of Lot 1 reserves the right from time to time to assign the right of the Owner of Lot 1 to enforce this Declaration to any tenant occupying a portion of Lot 1, provided written notice of such assignment is provided to the Association.

10. CASUALTY

If any building, structure or other improvement located on a Lot is damaged or destroyed by fire or other casualty, the Owner shall, within a reasonable period time after such incident, not to exceed three hundred sixty-five (365) days following such fire or other casualty unless otherwise permitted by the Association, commence and diligently pursue either (i) to repair and restore the damaged or destroyed building, structure or other improvement to substantially the same condition in which it existed prior to the fire or other casualty, with the same vertical and horizontal dimensions as before or in accordance with plans and specifications approved by the Association pursuant to Section 5; (ii) to raze the damaged building, structure or other improvement, remove all debris and grade and seed the building, structure or other improvement area or pave the building pad from such building, structure or other improvement and keep it in a neat and sightly condition; or (iii) take such action or make sure repairs or replacements

necessary to secure the building, structure or other improvement and place it in a safe, attractive and complimentary appearance to the other buildings, structures or improvements. In the event of the violation of, or the failure to, comply with the requirements of this Section, and the failure of the Owner to cure such violation or noncompliance within the period of time stated in a written notice by the Association of such violation or non-compliance describing the nature thereof, then the Association or its duly appointed employees, agents or contractors, shall have the right, in addition to any other legal or equitable rights of the Association, but not the obligation, and an easement and license to enter upon the affected portion of the Lot(s), without being guilty of any trespass therefor, for the purpose of curing or eliminating such violation, all at the sole expense of the Owner thereof. Such costs and expenses, together with an overhead expense to the Association not to exceed five percent (5%) of the total amount thereof shall be payable by the violating Owner to the Association within thirty (30) days after written notice to the Owner of the amount thereof, which amount shall become or be treated in the same manner as an assessment levied against the Lot owned by such violating Owner. In addition to the remedies set forth in this Declaration, the Association may seek all other legal and equitable remedies available to it. The Association shall also have the right to levy fines against an Owner for the violation of or the failure to comply with the requirements of this Section.

11. WEATERLINE EASEMENT.

The Declarant and any Owner hereby acknowledge and agree that the Property is subject to that certain 100-foot-wide easement to the City of St. Louis Water Division as shown on the Plat (the "Waterline Easement"). Pursuant to the Waterline Easement certain third parties have certain rights to access and maintain the waterline and facilities located within the Waterline Easement. In the event that any areas of the Property are temporarily closed due to maintenance of the facilities within the Waterline Easement or any areas of the Property (including any buildings, structures or improvements located thereon) are damaged due to damage or issues with the waterline and facilities located within the Waterline Easement, the Association shall not be liable for any damages caused thereby and each Owner shall release and waive the Association from any and all actions, causes of actions, suits, losses, or liabilities, of every kind and nature whatsoever, which any Owner has or may have against the Association for, upon or by reason of any matter, cause or other thing arising out of the Waterline Easement.

12. RIGHT TO RESUBDIVIDE AND COMBINE

Any Lot may be further subdivided or combined by the Owner of such Lot, with the prior written consent of the Association.

13. CAPTIONS

The captions, section numbers and article numbers appearing in this Declaration are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles.

14. TRANSFER OF PROPERTY

Any sale, transfer, subdivision or conveyance of ownership or lease of any Lot shall be subject to this Declaration.

15. INVALIDATION OF PART

The invalidation of any part of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in force and effect.

16. AMENDMENT OF DECLARATION

Subject to Section 17, this Declaration may be amended by appropriate instrument recorded in the St. Louis County Records provided such instrument is signed by Declarant or a majority of Owner's Representative who voted in favor of such amendment voting in the manner set forth in Section 3.2.2 hereof.

17. ASSIGNMENT OF RIGHTS

For purposes hereof, the Declarant shall have the rights, at any time, to assign all of its obligations and rights under this Agreement, including its right to amend this Agreement under Section 16, to any person, party or entity and upon any such assignment or designation of a replacement hereunder, such assignee or designee shall become liable for all obligations arising before or after such assignment or designation of a replacement hereunder, and such assignee or designee shall thereafter have all rights of its predecessor. Further, the Owner of Lot 1 shall have the right to assign its right to enforce any provisions of this Declaration to any tenant or third party occupant of Lot 1 pursuant to separate written agreement between the Owner of Lot 1 and such tenant or third party occupant. The Declarant's successor by appointment, assignment or designation shall have the exclusive right to select or appoint its successor hereunder.

[Signature page to follow]

IN WITNESS WHEREOF, the Declarant has hereto subscribed its signatures the day and year first above written.

10300 Olive LLC,

By: _____

Name: _____

Title: Manager

STATE OF MISSOURI)

) SS

COUNTY OF ST. LOUIS)

On this [redacted] day of [redacted], 2024 before me personally appeared [redacted], to me personally known, who, being by me duly sworn, did say that he/she is the Manager of 10300 Olive LLC, a limited liability company of the State of Missouri, and acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

My commission expires:

EXHIBIT A

Legal Description of the Property

[Insert legal description]

DRAFT

CONSENT OF MORTGAGEE

The undersigned, holder of the following Deeds of Trust, recorded in the Office of the Recorder of Deeds within and for St. Louis County, Missouri, at the following Books(s) and Page number(s), to-wit:

Book	Page
------	------

does hereby consent to the foregoing Declaration for Olia Village and subordinate the liens of said Deeds of Trust thereto.

Dated: _____

SOUTHERN BANK

By: _____

Name: _____

Title: _____

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

On this _____ day of _____, 2024 before me personally appeared _____, the _____ of Southern Bank to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he/she 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 commission expires:

BILL NUMBER _____

ORDINANCE NUMBER _____

**AN ORDINANCE APPROVING A FINAL SUBDIVISION PLAT FOR A
SUBDIVISION KNOWN AS OLIA VILLAGE CREVE COEUR, CITY OF CREVE
COEUR, ST. LOUIS COUNTY, MISSOURI**

WHEREAS, an application has been submitted by Matt Pfund of Jack Matthews Development for approval of a final plat of a seventeen-lot subdivision known as Olia Village Creve Coeur, at 10300 Olive Boulevard; and

WHEREAS, the final plat of the Olia Village Creve Coeur subdivision conforms to the preliminary plat approved by the Planning and Zoning Commission on October 2, 2023; and

WHEREAS, public notice of said final plat application was provided in accordance with Section 410.140.C.2 of the Creve Coeur Municipal Code; and

WHEREAS, the Planning and Zoning Commission recommended approval of the Olia Village Creve Coeur final plat by a vote of ____ on February 5, 2024; and

WHEREAS, a copy of the proposed ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage by the City Council;

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1: The Final Plat of the subdivision known as Olia Village Creve Coeur, described as a tract of land being part of lots 9, 10, 11 and 12 of Major Thomas Subdivision, situated in the southwest quarter and the northwest quarter of section 1, township 45 north, range 5 east, City of Creve Coeur, St. Louis County, Missouri, as heretofore submitted on November 22, 2023 is hereby approved subject to the following conditions:

1. All easement labels and descriptions on the plat, as well as all subdivision plat scripts and final Declaration of Covenants, Conditions and Restrictions, shall be reviewed and approved by the City Attorney prior to signing of the Mylar to ensure adequate descriptions are provided and terminology is correct.
2. The Applicant shall provide a digitized version of the recorded plat along with two (2) printed copies.
3. The Applicant shall include language on the plat on sheet 2 of 4 under "Owner's Certificate" that states that the maintenance of the "primuse" is not the responsibly of the City of Creve Coeur.
4. The Applicant shall amend the Final Plat and covenant language to state that the existing walking trail within the Common Ground #2 and Common Ground #7 a.k.a. Village Green will be maintained by the Olia Village Lot Owner's Association but open to the public for public use.

5. The Applicant shall amend the Final Plat statement "Building lines as shown on this plat are hereby established" on Sheet 2 of 4 under "Owner's Certificate" to include language that references Attachment B of amended ordinance 5862 which establishes all setback requirements for all lots within the Olia Village Creve Coeur Subdivision.

SECTION 2: Such approval of the plats for the subdivision of the property shall be endorsed on said Plat as indicated in Section 1 hereof under the hand of the City Clerk, and the seal of the City of Creve Coeur, Missouri shall be affixed thereto.

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2024.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2024.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK