



AGENDA
PLANNING AND ZONING COMMISSION MEETING
CITY OF CREVE COEUR, MISSOURI
TUESDAY, JANUARY 20, 2015
7:00 PM

Mr. Tim Carney
Mr. James Faron
Mr. Ken Howard
Ms. Beth Kistner
Mr. Tim Madden
Mr. Charles Pullium
Mr. Gene Rovak
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, Director of Community Development
Ms. Whitney Kelly, City Planner
Ms. Jessica Stutte, Administrative Assistant
Ms. Deborah McLaughlin, Recording Secretary

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.

Reports, documents, plans, and related materials are available for examination at the Creve Coeur Government Center, 300 North New Ballas Road, prior to the meeting.

Special disabled service may be arranged by contacting the Office of the City Administrator in advance.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ACCEPTANCE OF THE AGENDA**
- 4. APPROVAL OF MINUTES**

Draft Minutes from the Meeting of December 15 and January 5 Will be Available for an Upcoming Agenda.

5. PUBLIC COMMENT

6. UNFINISHED BUSINESS

None

7. NEW BUSINESS

A. Acceptance of Little Creek Lane for Maintenance

The trustees of the Little Creek subdivision have requested that the City adopt the subdivision's street, sidewalk, and street light as public infrastructure. The subdivision has met the City's requirements for the City's acceptance of these facilities, and City staff recommends that the City accept them. City staff requests that the Planning and Zoning Commission consider the subdivision's request and make a recommendation to the City Council regarding acceptance.

Representative: Matt Wohlberg
City Engineer

B. PUBLIC HEARING: Application #14-038 for Text Amendments to Section 405.950.D Multi-Floor Office Building Signs to Allow for Two-Story Office Building Identification Signs.

A text amendment application has been submitted on behalf of 633 Emerson Medical Partners, LLC to allow for an identification sign for two-story, multi-tenant office buildings, provided that it is the only sign on that elevation of the building, subject to certain size and location criteria.

Applicant: Stephen L. Kling, Jr.
Jenkins & Kling, P.C.
St. Louis, MO 63105

C. PUBLIC HEARING: Application #14-040 For Text Amendment To Section 405.450 Residential Designed Development Procedure To Allow For An Increase In Site Coverage For Subdivisions That Received "RDD" Designation

Jeffrey Bernstein, on behalf of the owners of 169 South Graeser Road, has submitted an application for a text amendment to Section 405.450.C.d to allow for those properties approved under the RDD process to increase the site coverage percentage to that of the next higher (more dense) zoning district unless otherwise set out in the subdivision approval.

Applicant: Sean and Lavra Helmer
169 S. Graeser Road
Creve Coeur, MO 63141

Representative: Jeffrey Bernstein
Jeffery Homes, LLC
PO Box 410056
St. Louis, MO 63141

D. Application #14-043 For Site Development Plan Approval Of The Westgate Centre Monument Sign At 12320 Olive Boulevard

An application has been submitted for minor site development plan approval of a 40 square-foot, 12-foot tall monument sign for the Westgate Centre. Section 405.950 of the City's Sign Regulations allows a project or development with a site area of more than five acres to seek approval of such a sign, subject to certain requirements, with review by the Planning and Zoning Commission in accordance with Section 405.1080, subject to certain conditions. Westgate Centre is approximately 7.1 acres. City Council action is not required.

Property Owner: Solon Gershman Real Estate
7801 Forsyth Blvd. 3rd Floor
Clayton, MO 63105

Representative: Jon Krone
Warren Sign Co.
2955 Arnold Tenbrook Road
Arnold, MO 63010

E. PUBLIC HEARING: Application #14-044 For A Conditional Use Permit For A Crushed Red Restaurant At 11635 Olive Boulevard.

Powell Kalish, of OTRR-CC LLC dba Crushed Red, has submitted an application for a conditional use permit for a 3,303 square-foot restaurant, with 100 indoor seats and 32 outdoor seats, at 11635 Olive Boulevard within the CityPlace Mixed Use development. All full-service restaurants (NAICS 722511) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission.

Applicant: Powell Kalish
OTRR-CC, LLC dba Crushed Red
8007 Maryland Ave.
Clayton, MO 63105

F. Application #14-045 For Approval Of A Boundary Adjustment To Consolidate The Three Lots Of 338 Townsend Street In The Malcolm Terrace Subdivision

Spencer Murphy, property owner of 338 Townsend Street, has purchased the adjoining lot (Lot 30) and has submitted for a boundary adjustment to consolidate the three lots into one parcel. 338 Townsend consists of two lots (Lot 31 and 32), where the existing home was built over the property lines of these two lots. The subject property is zoned "C" Single Family Residential District. The addition of Lot 30 will increase the property to 7,500 square feet.

Applicant: Spencer Murphy
338 Townsend Street
Creve Coeur, MO 63141

Representative: David Robbins
Suburban Land Survey
2007 Bellevue Ave.
St. Louis, MO 63143

8. **WORK AGENDA**
9. **DEPARTMENT REPORTS**
 - A. **Community Development Director**
 - B. **City Attorney**
10. **ADJOURNMENT**

Posted: _____
Jessica Stutte
Planning Assistant



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: January 15, 2015

TO: Planning and Zoning Commission

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Acceptance of Private Street, Sidewalk, and Street Light for Public Maintenance
Little Creek Subdivision

The trustees of the Little Creek Subdivision have requested that the City adopt the subdivision's street, sidewalk, and street light for maintenance. Following an inspection of the subdivision by City staff, the subdivision trustees and the developer repaired street and sidewalk issues and modified the subdivisions indentures as required by the City. Therefore, City staff recommends that the City accept the street, sidewalk, and street light for maintenance as requested by the subdivision.

Subdivision Summary

The Little Creek subdivision was developed by Hennessey Development, Inc. from 2004-2006 and consists of one concrete street (Little Creek Lane) that extends off of the east side of Graeser Road. A concrete sidewalk runs along the south side of Little Creek Lane, and a standard street light is located in the island of the cul de sac at the end of the street. Six half-acre lots are located along this street, generally on the south side, with a tree-lined common ground on the north side.

Little Creek Lane was platted as a public street, but the sidewalk and the street light were platted as private infrastructure. The developer has stated that it was his intent that the street was to be dedicated to the City as a public street, but no ordinance was passed whereby the City accepted the street. Therefore, the street remained a private street. The City, however, has continued to provide services to the residents on Little Creek Lane, including leaf collection, trash and recycling services, and snow plowing.

The subdivision trustees wished to change the status of Little Creek Lane and in the fall of 2013 formally requested that the City adopt Little Creek Lane, its sidewalk, street light, and right of way as public infrastructure. Copies of the trustees' letters are attached.

Inspection and Repairs

City staff inspected the street pavement and the sidewalk in November 2013 following the subdivision's request. Staff found that several sections of the concrete pavement were broken and needed replacement. In addition, staff found several areas where differential settlement in the sidewalk had caused tripping hazards. Staff marked these areas of disrepair and requested that the subdivision address these issues in order to improve the condition of the street and meet the City's requirements for adoption. The staff inspection report is attached.

The subdivision trustees worked with Hennessey Development in 2014 to correct the pavement and sidewalk issues identified by the staff inspection. The pavement and sidewalk repairs were inspected by City staff and were found to be acceptable.

Indenture Revision

In addition to the pavement repairs, the subdivision also needed to revise its indentures to override a statement in the Little Creek subdivision plat that dedicated the sidewalk easements to the trustees for maintenance. The revisions to the indentures were completed and recorded in the fall of 2014.

Recommendation

The subdivision has met all of the requirements for the City to accept its street, sidewalks, and street light for maintenance. Among the requirements were several street and sidewalk repairs, which have eliminated any significant repair needs for the near future. Because Little Creek Lane is a relatively short street, and because the street is in good condition, City staff anticipates that the ongoing pavement maintenance for this street will not create a noticeable financial burden on the City.

City staff recommends that the City adopt the street, sidewalk, and street light of the Little Creek subdivision for public maintenance, because:

- The Little Creek subdivision has requested that the City adopt their street, sidewalk, and street light for maintenance, and
- These facilities have been repaired or maintained to meet the City's standards, and
- Future maintenance of these facilities will not create a financial hardship for the City.

Requested Action

In accordance with Chapter 89.380 RsMO, City staff seeks the Planning and Zoning Commission's consideration of the Little Creek subdivision's request for the street, sidewalk, and street light to become public infrastructure and that the Commission make a recommendation to the Creve Coeur City Council regarding this request.

A suggested motion would be as follows:

I move that the Planning and Zoning Commission recommend to the Creve Coeur City Council the (approval/conditional approval/disapproval) of the adoption of Little Creek Lane and its sidewalk as public facilities and of the maintenance and on-going energy costs for the street light located at the Little Creek Lane cul de sac.

- Attachments:
1. Guideline for the Acceptance of Private Streets for Maintenance by the City of Creve Coeur
 2. Request Letter from Subdivision Trustees for Street and Sidewalk Acceptance, Dated September 3, 2013
 3. Request Letter from Subdivision Trustees for Street Light Acceptance, Dated October 16, 2013
 4. Little Creek Subdivision Plat
 5. Amendment to Indenture of Trust and Restrictions and Dedication of Streets, Sidewalks, and Street Lights to Public Use, Little Creek Subdivision
 6. Staff Inspection Report, Dated November 6, 2013



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

GUIDELINE FOR THE ACCEPTANCE OF PRIVATE STREETS FOR MAINTENANCE BY THE CITY OF CREVE COEUR

The City Policy for accepting private streets will be that when the request has been made to the City for acceptance, and all conditions have been met, an Ordinance would be passed by City Council.

1. A request may be made to the City in writing by any of the following: The trustees, or property owners of the street requesting that the city accept such street for maintenance.
2. A recorded plat of the street showing the plat book and page number of their street or subdivision. A copy of the recorded plat must be presented with the request. If the plat does not show the street or streets in question to have been dedicated for public use, then such a dedication must be obtained from the proper parties.
3. An inspection of the street will be made by the City staff of the Public Works Department and a report given to the trustees and/or property owners indicating the deficiencies, if any, in the pavement, sidewalks, curbs drainage, etc. The approximate cost of repairs will also be prepared by the staff as part of the report.
4. Landscaping, shrubbery, lighting, retaining walls or any other similar structure, etc., for private entrances to subdivisions will not be maintained by the City. It will be the responsibility of the trustees to maintain all entrances to subdivisions such as replacement of light bulbs, painting, maintenance, etc. If the trustees or property owners desire to perform additional maintenance on the servicing of trees and shrubs, at their own expense, The City will have no objections.
5. Streets in the city of Creve Coeur that were constructed to St. Louis County specifications prior to the incorporation of the City will be accepted if they now meet the specifications which were required by the County at that time.

6. Any streets that were constructed after the incorporation of the City will be accepted upon meeting the specifications and requirements of the City at the time of construction provided the present conditions still meet the specifications of the city as determined by the City Engineer.
7. Any street requiring maintenance and repairs of five hundred dollars (\$500.00) or less, as determined by the Engineering Department will be accepted by the City upon receipt of a check payable to the City of Creve Coeur for the cost of repairs.
8. The City will accept the streets after all the correctional repairs (as outlined in Item 3), are completed under the supervision of the director of Public Works. In addition, the appropriate funds will have been posted by the residents with the City for the correction of these items.
9. The City's Public Works Director, after reviewing all the documents, as explained above, will advise the Mayor and Council to take the appropriate action for the adoption of the necessary Resolution for the acceptance of such street by the City for future maintenance.

CITY OF CREVE COEUR

Dec. 8, 2011 (Revised)
August 8, 2003 (Revised)
November 19, 1991 (Revised)
July 17, 1991

September 3, 2013

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

Re: Acceptance of Private Street for maintenance by the city of Creve Coeur – Little Creek Lane

To whom it may Concern:

The trustees of the subdivision of Little Creek have recently become aware that our street, Little Creek Lane has never been accepted by the city of Creve Coeur. Our developer, Hennessey Development was unaware of this fact as well. After speaking with Peter Hennessey he was under the impression that this work had been completed many years ago. Pete can be reached at (314) 973-7688 or by e-mail at Hennessey@birch.net. Pete has indicated they will offer any assistance to close this matter as well.

Attached, please find a recorded plat of the street which shows the plat book and page number of the street.

The subdivision trustees are as follows:

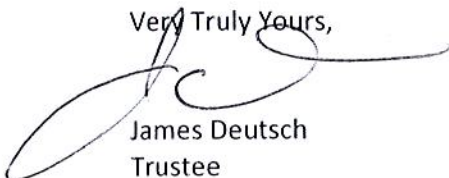
James Deutsch
10901 Little Creek Lane
Creve Coeur, MO 63141
(314) 420-3936 – cell
(314) 692-7125 – home
jdeutsch@smithmoore.com – email

Jeff Horowitz
10900 Little Creek Lane
Creve Coeur, MO 63141
(314) 732-8075 – cell
(314) 432-1206 – home
Jeff.horowitz@intermec.com e-mail

Jonathan Deutsch
10906 Little Creek Lane
Creve Coeur, MO 63141
(314) 574-0865 – cell
(314) 567-4467 – home
jond@demaeng.com – email

If we can be of any further assistance, please do not hesitate to contact me.

Very Truly Yours,



James Deutsch
Trustee



Jeff Horowitz
Trustee



Jonathan Deutsch
Trustee

October 16, 2013

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

Re: Acceptance of Street Lights for maintenance by the City of Creve Coeur – Little Creek Lane

To Whom It May Concern:

The trustees of the subdivision of Little Creek Lane submitted on September 3, 2013 a letter and recorded plat document for the city of Creve Coeur to accept the street for maintenance.

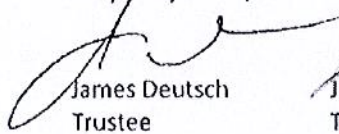
It has come to our attention, that in addition the city needs a letter requesting that city accept the street lights as well in our subdivision.

Our developer, Hennessey Development, was not aware that the city had not accepted the streets and lights. Pete Hennessey has indicated to the trustees that Hennessey Development will offer assistance to close both of these matters.

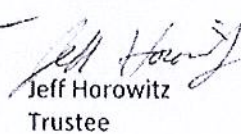
The trustees of Little Creek, hereby formally request that the city of Creve Coeur accept both the street and street lights.

If we can be of any further assistance, please do not hesitate to contact me.

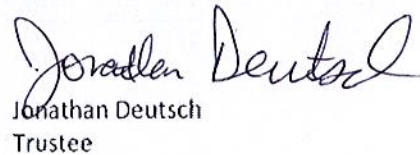
Very Truly Yours,



James Deutsch
Trustee



Jeff Horowitz
Trustee



Jonathan Deutsch
Trustee

BOOK 352 PAGE 275
FILED FOR RECORD
APR 22 2004
AT 12:00 P.M.
RECORDED OF DEEDS
ST. LOUIS COUNTY, MO

1310

LITTLE CREEK

FINAL SUBDIVISION PLAT

PART OF LOTS 4 AND 6 OF RINKEL SUBDIVISION

P.B. 1 PG. 47

ST. LOUIS COUNTY, MISSOURI

275

This is to certify to the best of my belief, knowledge, and ability, that James Engineering & Surveying Co., Inc., at the request of Hennessy Development, Inc., during the month of January, 2003, prepared a survey and Subdivision Plat based on field information obtained from field personnel under my direct personal supervision, on part of Lots 4 and 6 of Rinkel Subdivision, according to the plat thereof recorded in Plat Book 1, Page 47 of the St. Louis County Records in St. Louis County, Missouri and said tract being more particularly described as follows:

Beginning at the intersection of the easterly line of Groesser Road, 40 feet wide, with the southerly line of a parcel described in deed to Walter Gerst et al recorded in Book 1571 Page 25 of said County Records; thence along said southerly line, South 88 degrees 55 minutes 00 seconds East 644.53 feet to the easterly line of said Lot 4; thence along said easterly line, South 00 degrees 54 minutes 52 seconds West 252.63 feet to the northerly line of a parcel described in deed to Fairfield H. Elliott and wife by deed recorded in Book 1580 Page 48 of said County Records; thence along said northerly line, North 88 degrees 54 minutes 58 seconds West 645.35 feet to the easterly line of said Groesser Road, 40 feet wide; thence along said easterly line, North 00 degrees 45 minutes 56 seconds East 252.82 feet to the point of beginning.

I also declare that under my supervision and to the best of my ability and professional judgment that the results shown hereon are made in accordance with the current Minimum Standards for Property Boundary Surveys as set forth by the Missouri Department of Natural Resources, Division of Geology and Land Survey and rules promulgated by the Missouri Board for Architects, Professional Engineers, and Land Surveyors effective December 23, 1994. (Urban property survey)

JAMES ENGINEERING AND SURVEYING CO., INC.
12/23/03
Miss. Reg. Land Surveyor No. LS-2278

NOTES:

- 1) SOURCE OF BEARINGS: (South 88 degree, 55 minutes East). Adopted from the north line of property now or formerly conveyed to Hennessy Development, Inc., per Deed Book 8448, Page 2294.
- 2) SOURCE OF TITLE (#534 Groesser Road): Old Republic Title Co. of St. Louis, File No. ST-02020155-E, Effective Date: December 12, 2001 at 8:00 a.m.
- 3) SOURCE OF DEED (#540 Groesser Road): Conveyed to Hennessy Development, Inc. in Deed Book 8448, Page 2294 of the St. Louis County Records.
- 4) A current Title Commitment was not provided for #540 Groesser Road, therefore all easements may not be shown.
- 5) SITE AREA: 183,050 Square Feet, more or less - OR - 3.743 Acres, more or less to R/W or 188,107 Square Feet, more or less - OR - 3.859 Acres, more or less to the Centerline of Groesser Rd.
- 6) LOCATOR: 3" 1" 1" 0034 and 17N330012, St. Louis County, Missouri.

We, the undersigned owners of the tracts of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on the plat, which subdivision shall hereafter be known as: "LITTLE CREEK"

Little Creek 50 feet wide Lane, and the 10' wide road dedication strip along Groesser Road together with the cul-de-sac and roundings located at the street intersections, which for better identification are shown hereafter (// // // // //) on this plat, are hereby dedicated to the City of Creve Coeur, Missouri, for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of Creve Coeur, Missouri: American Water Company, Lacoste Gas Company, Ameren UE, Southwestern Bell Telephone Company, Metropolitan St. Louis Sewer District, Charter Communications and their successors and assigns, as their interest may appear, for the purpose of improving, constructing, maintaining and repairing of public utilities and sewer and drainage facilities with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers and drainage facilities. All the above-mentioned utility companies and the City of Creve Coeur have the right to ingress and egress across common ground. No building or structure shall be erected on any easement, and the grade over any easement shall not be changed after installation of any utility.

The stormwater drainage and ponding easement shown hereon is hereby granted to the Metropolitan St. Louis Sewer District for stormwater drainage & ponding on the areas indicated. The Metropolitan St. Louis Sewer District may assign its rights herein to state, county, city or other political subdivisions of the state. The easement hereby granted is irrevocable & shall continue forever.

All stormwater control easements shown hereon are hereby dedicated to the trustees of the aforementioned subdivision. All buried detention structures and private sewers shall be maintained by the trustees and all trustees shall have the right of access to any portion of any detention structure and private sewers in said subdivision for the purpose of maintaining and repairing said detention structures and private sewers.

All sidewalk easements shown on the above plat are hereby dedicated to the Trustees of the aforementioned subdivision for maintenance.

The entrance monument easement situated on Lot 1 & for better purposes is shown as cross hatched (XXXX) is hereby dedicated to the Trustees of said subdivision. This eas't is for placement of an entrance monument & landscaping to be maintained by said trustees & their assigns. This easement is permanent and shall run with the land.

All common ground and improvements contained therein and the cul-de-sac island, are hereby dedicated to the Homeowners' Association of Little Creek forever and become the Subdivision's sole ownership and maintenance responsibility. No structure other than street lights or other public utilities may be constructed or installed within the cul-de-sac island without authorization by the City of Creve Coeur, Missouri.

The building lines as shown are hereby established. All lots in this subdivision shall be subject to the restrictions and conditions set forth in an instrument to be filed of even date with this subdivision plat in the office of the Recorder of Deeds, St. Louis County, Missouri.

IN WITNESS WHEREOF, We have hereunto set our hands and affixed our Corporate Seal this 10th day of February, 2004.
Hennessy Development, Inc.
Robert H. Koester
James Engineering & Surveying Co., Inc.
Danne B. Wightman

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 10th day of February, 2004, before me appeared Peter Hennessy, to me personally known, who being by me duly sworn, did say that he is the President of Hennessy Development, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Peter Hennessy, as President of said corporation, acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have signed and sealed the foregoing the day and year last above written.
My term expires
Notary Public

KATHLEEN HASELHORST
Notary Public, Notary Seal
State of Missouri
County of St. Louis
My Commission Expires 04/14/2005

LENDER

The undersigned holder of legal title of a note, secured by deed recorded in Book 15582 Page 489 of the St. Louis County Records, joins in and approves in every detail this Subdivision Plat.

A WITNESS WHEREOF, I have signed and sealed the foregoing this 10th day of February, 2004.

SOUTHEAST BANK
Notary Seal
Notary Public

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 10th day of February, 2004, before me appeared Robert H. Koester & Danna B. Wightman, to me personally known, who being by me duly sworn, did say that he is the President of Hennessy Development, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Robert H. Koester & Danna B. Wightman, as President of said corporation, 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 Notary Seal, the day and year first above written.

My commission expires
Notary Public

KATHY GARR
Notary Public, Notary Seal
STATE OF MISSOURI
ST. LOUIS COUNTY
My Commission Expires June 14, 2007

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this day of February, 2004, before me personally appeared Robert H. Koester & Danna B. Wightman, to me personally known, who being by me duly sworn, did say that they executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal, the day and year first above written.

My commission expires
Notary Public

KATHLEEN HASELHORST
Notary Public, Notary Seal
State of Missouri
County of St. Louis
My Commission Expires 04/14/2005

STATE OF MISSOURI
County of St. Louis

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and appended instrument of writing was filed for record in my office the 10th day of February, 2004, at 11:11 a.m., and is truly recorded in Plat Book 352 Page 275-276.

Witness my hand and official seal on the day and year above written.

James H. Thompson
By: [Signature]
Recorder of Deeds



BR. 352
5/10/04 RM

4.	12/23/03	YAL	CLIENT REVISIONS
3.	10/21/03	YAL	CITY OF CREVE COEUR REVISIONS
2.	9/9/03	YAL	MSD REVISIONS
1.	8/18/03	YAL	MSD REVISIONS
REV.	DATE	BY	DESCRIPTION
JAMES ENGINEERING & SURVEYING CO., INC. ENGINEERS PLANNERS SURVEYORS 10811 BIG BEND BLVD. KIRKWOOD, MO 63122 PHONE: (314) 822-1008 FAX: (314) 822-0006			
SUR. MB.		DES.	HORIZONTAL SCALE: 1" = 30'
DRW. JNW		CHK. LW	VERTICAL SCALE: 1" = 6'
DATE: 1/3/03		SURVEY NO. 173607	
C:\Land Projects\2004\173607\173607-RP-att4.dwg 12/23/2003 11:28:27 AM CST			



* 2 0 1 4 1 1 0 3 0 0 3 2 7 *

**GERALD E SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105**

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
AMDT	LITTLE CREEK SUB		

PROPERTY DESCRIPTION: LITTLE CREEK SUBDIVISION L: LOTS IN PB: 352 PG: 275

Lien Number	Notation X	Locator
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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
00327

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 12 pages, (this page inclusive), was filed for record in my office on the 3 day of November 2014 at 12:16PM 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.

JLM2
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

JIM DEUTSCH
10901 LITTLE CREK LN
SAINT LOUIS, MO 63141

Destination code: VC M

RECORDING FEE 54.00
(Paid at the time of Recording)



Notation

(above space reserved for Recorder)

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: AMENDMENT TO INDENTURE OF
TRUST AND RESTRICTIONS
AND DEDICATION OF STREETS,
SIDEWALKS AND STREET LIGHTS TO
PUBLIC USE
LITTLE CREEK SUBDIVISION

DATE OF DOCUMENT: October 3, 2014

GRANTORS: Lauren K. Sandler
Bernard G. Steffel, Jr.
10924 Little Creek Lane
Creve Coeur, Missouri 63141
ET AL.

GRANTEE: CITY OF CREVE COEUR
ATTN CITY CLERK
300 N. NEW BALLAS ROAD
CREVE COEUR, MISSOURI 63141

LEGAL DESCRIPTION: Little Creek subdivision plat recorded in Plat Book
352, Pages 275 and 276 of the St. Louis County
records.

REFERENCE BOOK & PAGE: Book 15792, Page 1900 of the St. Louis County
Records.

Attachment: 2015-01-15 - Little Creek Subdivision Acceptance - P&Z Report and Recommendation (1197 : Acceptance of Little Creek Lane for

AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS
AND DEDICATION OF STREETS, SIDEWALKS AND STREET LIGHTS TO PUBLIC USE
LITTLE CREEK SUBDIVISION
CITY OF CREVE COEUR
COUNTY OF ST. LOUIS
STATE OF MISSOURI

THIS AMENDMENT TO THE INDENTURE OF TRUST AND RESTRICTIONS AND DEDICATION OF STREETS, SIDEWALKS AND STREET LIGHTS TO PUBLIC USE, LITTLE CREEK SUBDIVISION, made and entered into this 3rd day of October, 2014 by the undersigned property owners of Little Creek subdivision, hereinafter referred to as "Owners", and accepted by the City of Creve Coeur, Missouri, shall amend the original INDENTURE OF TRUST AND RESTRICTIONS as recorded in Book 15792, Page 1900 of the St. Louis County Records.

WITNESSETH THAT:

WHEREAS, the Owners have heretofore maintained the street pavements within the right of way and the sidewalks within said right of way and the easements adjacent to said right of way as dedicated by the Little Creek subdivision plat recorded in Plat Book 352, Pages 275 and 276 of the St. Louis County records.

WHEREAS, the script on sheet 1 of 2 of said Little Creek subdivision plat states that "Little Creek 50 feet wide Lane, and the 10' wide road dedication strip along Graeser Road together with the cul-de-sac and roundings located at the street intersections, which for better identification are shown hachured on this plan, are hereby dedicated to the City of Creve Coeur, Missouri, for public use forever."

WHEREAS, the script on sheet 1 of 2 of said Little Creek subdivision plat states that "All sidewalk easements shown on the above plat are hereby dedicated to the Trustees of the aforementioned subdivision for maintenance."

WHEREAS, the City of Creve Coeur did consider, review and approve the Little Creek subdivision plat.

WHEREAS, it is the desire of the Owners to relinquish maintenance responsibility for the street pavements, sidewalks and street lights within the subdivision to the City of Creve Coeur.

WHEREAS, the City of Creve Coeur is willing to accept maintenance responsibilities for such street pavements, sidewalks and street lights.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable considerations, conveyed to the Owners by the City of Creve Coeur, it is the desire of the Owners to dedicate easement rights to the City of Creve Coeur for

construction and maintenance of the sidewalk within the Little Creek subdivision and to amend the INDENTURE OF TRUST AND RESTRICTIONS associated with the Little Creek subdivision, as follows:

1. The 15' wide easement located immediately adjacent to the dedicated right of way of Little Creek Lane, as depicted on the Little Creek subdivision plat recorded in Plat Book 352, Pages 275 and 276 of the St. Louis County records, previously considered to be the sidewalk easement area referred to in the script of said Little Creek subdivision plat, is hereby dedicated to the City of Creve Coeur for the purpose of constructing and maintaining a sidewalk in the customary manner and to the standards of the City of Creve Coeur.
2. The existing street pavements located within the Little Creek Lane right of way are hereby dedicated to the City of Creve Coeur for maintenance and for public use forever.
3. The existing sidewalks located adjacent to the street pavements of Little Creek Lane are hereby dedicated to the City of Creve Coeur for maintenance and for public use forever.
4. The existing street lights located adjacent to the street pavements of Little Creek Lane are hereby dedicated to the City of Creve Coeur for maintenance and for public use forever.

PURSUANT TO the GENERAL PROVISIONS of the INDENTURE OF TRUST AND RESTRICTIONS, these Indentures may be amended by the written agreement by not less than two-thirds (2/3) of the recorded owners of the fee simple title of the 6 lots in the subdivision, subject to approval of the Creve Coeur City Attorney which is appended hereto. Any such amendment to the Indentures shall be recorded with the St. Louis County Recorder of Deeds.

IN WITNESS WHEREOF, the undersigned Owners hereunto set their hands the day and date first written above and agree with the provisions of this AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS AND DEDICATION OF STREETS, SIDEWALKS AND STREET LIGHTS TO PUBLIC USE and the City of Creve Coeur, Missouri, hereby accepts the dedications hereby made.

Lot 1 - 10924 Little Creek Lane

Lauren K. Sandler Bernard G. Steffel, Jr.
 Lauren K. Sandler Bernard G. Steffel, Jr.

State of Missouri)
) SS.
 County of St. Louis)

On this 14th day of October, 2014, before me personally appeared Lauren K. Sandler and Bernard G. Steffel, Jr., to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Bahati Baseke
 notary public
 my commission expires 12-12-2015



30 + 10

Lot 3 - 10912 Little Creek Lane

Mary T Rothstein
Mary T Rothstein

Mark A Rothstein
Mark A Rothstein

State of Missouri)
) SS.
County of St. Louis)

On this 8 day of October, 2014, before me personally appeared Mary T. Rothstein and Mark A Rothstein, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Tracy Brothers
notary public
my commission expires April 14, 2017



TRACY BROTHERS
My Commission Expires
April 14, 2017
Jefferson County
Commission #13771274

Lot 4 - 10906 Little Creek Lane

Jennifer G. Deutsch
Jennifer G. Deutsch

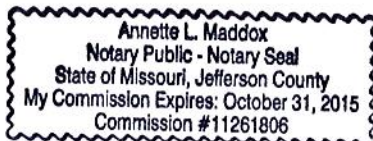
Jonathan J. Deutsch
Jonathan J. Deutsch

State of Missouri)
) SS.
County of St. Louis)

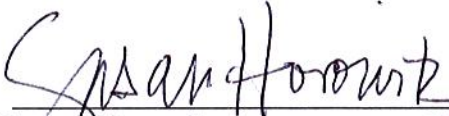
On this 13th day of October, 2014, before me personally appeared Jennifer G. Deutsch and Jonathan J. Deutsch, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

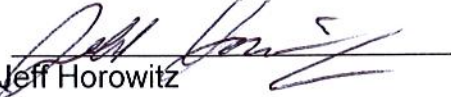
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal In the County and State aforesaid, the day and year first above written.

Annette L. Maddox
notary public
my commission expires 10/31/2015



Lot 5 - 10900 Little Creek Lane


 Susan Horowitz


 Jeff Horowitz

State of Missouri

) SS.

County of St. Louis)

On this 13 day of October, 2014, before me personally appeared Susan Horowitz and Jeff Horowitz, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

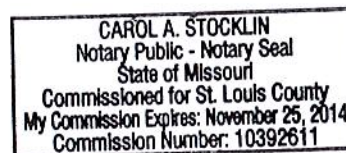

 notary public
 my commission expires 6-8-2015



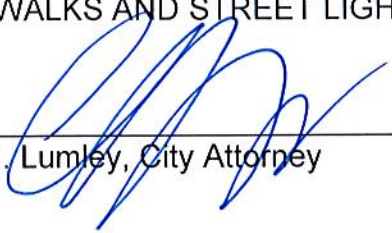
Lisa D. Deutsch
Lisa D. Deutsch


Stewart J. Deutsch, Jr.

Carol A Stocklin
notary public
my commission expires November 25, 2014



On behalf of the City of Creve Coeur, Missouri, I hereby approve this AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS AND DEDICATION OF STREETS, SIDEWALKS AND STREET LIGHTS TO PUBLIC USE.


 Carl J. Lumley, City Attorney

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

Now on this 22 day of October, 2014 appeared before me, Carl J. Lumley, who stated that he is the City Attorney of the City of Creve Coeur, Missouri, and that he executed the foregoing Acknowledgement on behalf of the City as authorized by the City's governing body.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.


 Notary Public

My commission expires: 4/29/17



DEBORAH RYAN
 My Commission Expires
 April 29, 2017
 St. Charles County
 Commission #13405073

Acknowledgement of Political Subdivision:

I hereby acknowledge, on behalf of the City of Creve Coeur, Missouri, the dedication of right-of-way and street, sidewalk and streetlight improvements as reflected in the above AMENDMENT TO INDENTURE OF TRUST AND RESTRICTIONS AND DEDICATION OF STREETS, SIDEWALKS AND STREET LIGHTS TO PUBLIC USE and further acknowledge that the governing body of the City has taken action to accept such dedication of right-of-way and street, sidewalk, and streetlight improvements, for public purposes subject to full authority of the City over maintenance and use thereof, which acceptance, however, expressly does not include any landscaping, any storm water facilities, or any liability for any claim which arose prior to the date of this acceptance.



By: Mark Perkins
 Title: City Administrator

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

Now on this 22 day of October, 2014 appeared before me, Mark Perkins, who stated that he is the City Administrator of the City of Creve Coeur, Missouri, and that he executed the foregoing Acknowledgement on behalf of the City as authorized by the City's governing body.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.


 Notary Public

My commission expires: 4/29/17



DEBORAH RYAN
 My Commission Expires
 April 29, 2017
 St. Charles County
 Commission #13405073



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 6, 2013

TO: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Pavement Conditions Review
Little Creek Lane

I performed a visual inspection of Little Creek Lane on Monday, November 4, 2013, in response to a request by Mr. James Deutsch, a resident on Little Creek Lane. The residents along this street had apparently been under the impression that Little Creek Lane was publicly maintained, but no City ordinance could be found to adopt maintenance responsibility for the street, its sidewalks, or its street lights. This review is an effort to define any pavement repairs or maintenance necessary to make the street conditions suitable for public acceptance.

Background

Little Creek Lane was constructed by Hennessey Development in 2004 as part of the development of the Little Creek Subdivision. This work was performed under Site Improvement Permit #14821. As such, the roadway and sidewalk work was inspected by City staff and was found to be adequate.

Roadway Conditions

Little Creek Lane is a privately maintained residential cul de sac that stems off of the east side of Graeser Road between Ladue Road and Olive Boulevard, just south of Chalet Court. The roadway consists of concrete pavement with a pinned-on vertical concrete curb for most of the street and an integral, rolled concrete curb at the cul de sac.

The center line of Little Creek Lane measures approximately 570 feet in length, from the edge of Graeser Road through and around the cul de sac. The width of Little Creek is typically 26 feet.

A five-foot-wide concrete sidewalk runs along the south side of Little Creek Lane and ends at the cul de sac. The sidewalk is typically separated from the curb by a five-foot-wide tree lawn. Two accessible curb ramps meet the sidewalk at Graeser Road.

Pavement

The pavement along Little Creek Lane is generally in good condition, but some pavement distresses were present that require attention.

One concrete slab in the cul de sac was found to be broken, and another slab had cracking and what appeared to be rust stains near its uphill joint. I recommend the replacement of both of these slabs. At least two slabs were found to have minor corner breaks, and minor spalling was found along several joints. These issues could be addressed, but do not appear to warrant replacement at this time.

At least 18 concrete slabs were found to have minor map cracking affecting most of their surface. This cracking might be attributed to unsuitable rock used in the concrete. If so, this condition is likely to worsen over time and may result in surface popouts or an increased tendency toward pavement cracking. There appears to be little that can be done to practically address this condition in roadway pavement. Furthermore, it may take ten or more years for this condition to worsen to a point that would require the pavement to be replaced. The condition is worth noting, however, as the cracks will likely result in a less aesthetically pleasing roadway that may generate future requests for replacement.

Curbing

The integral, rolled concrete curb at the cul de sac appears to be in good condition. Most of the pinned-on, vertical concrete curbing along the rest of Little Creek is also in good condition. However, the vertical curb is broken or missing in a few locations (e.g. the northeast corner of Little Creek at Graeser Road), and the edge of pavement has exposed steel tie bars for what appear to be locations where a pinned-on curb was removed for a driveway entrance. This is most notable at 10910 Little Creek.

Drainage

Most of Little Creek Lane drains to the east and to the double inlet at the end of the cul de sac. This structure appears to be sufficient, as no evidence of erosion behind the curb was observed. The structure also appears to be in very good condition.

Some concrete staining along the north curbline near Graeser Road suggests that this area is slow to drain, but no standing water was observed.

Sidewalk

The sidewalk along Little Creek Lane is generally in good condition. However, two locations were observed to have a vertical difference of about 0.5" at the sidewalk joints, and one tripping hazard was found in front of 10912 Little Creek.

The sidewalk is generally accessible, but only about half of the sidewalk would meet today's accessibility standards. Approximately half of the sidewalk has an accessible cross slope (i.e. from side to side, typically perpendicular to the street), with two main locations that are too steep, particularly between 10906 and 10912 and near 10924.

Neither of the curb ramps at Graeser Road meet current accessibility requirements, but these ramps likely met the understanding of the accessibility guidelines at the time of construction. As these are within the Graeser Road right of way, these ramps would have been subject to City inspection, approval, and acceptance when they were built.

Roadway Standards

The City of Creve Coeur has adopted as its standard the Standard Drawings of the St. Louis County Department of Highways & Traffic. Little Creek Lane most closely resembles a Type 1 Residential Street. The 26-foot width of the pavement and the 5-foot width of the sidewalk are consistent with the City's standards. The existing vertical concrete curb is not common along a residential street, but it seems appropriate.

The cul de sac is approximately 84 feet in diameter, which is consistent with the City's standards. No damage was observed in the cul-de-sac island to suggest that the cul-de-sac diameter or location is an issue.

Discussion

Little Creek Lane appears to meet the City's roadway standards, and its pavement, curbing, drainage, and sidewalk are generally in good condition. There are, however, several repair needs and other considerations as the subdivision pursues adoption for maintenance:

Repair Needs

1. Replace the broken concrete slab in the cul de sac.
2. Replace the cracked and stained slab noted above.
3. Replace sidewalk to remove the tripping hazard noted above, as well as any other location where the adjacent sidewalk slabs differ in elevation by more than 0.25".

City staff will mark out those areas that need replacement should the subdivision wish that its street and sidewalk become public right of way maintained by the City.

Considerations

1. The sidewalk ramps and curbing issues at Graeser Road will be resolved through the up-coming Graeser Road Resurfacing Project, which is anticipated for the summer of 2014.
2. The inadequate cross slope of the sidewalk will be addressed as funding and the City's sidewalk program allow. However, cross-slope problems are considered less of a priority to barriers to access, such as tripping hazards and lack of accessible ramps. It may be 10 years before sidewalk cross slope issues are addressed in Creve Coeur.
3. The City selects which concrete pavement slabs to replace each year based upon the conditions observed each spring. Generally, only pavement slabs that are broken or exhibit some other severe problem will get replaced. The map cracking found in the roadway pavement of Little Creek will not be considered a high priority until the pavement fails. This pavement may be unsightly for a time before it is replaced.
4. The exposed steel bars observed along the edge of pavement at the driveways of 10918 Little Creek will remain in place until such time as the adjacent pavement is replaced. It appears that the asphalt driveway here originally extended to the face of curb and covered these bars. It will be the homeowner's responsibility to replace the apparently missing asphalt should this be desired.

These considerations are listed so that it is understood by all that the street and sidewalk may have several issues at the time of adoption that may or may not be repaired in the near future. The City should provide no expectation that these issues will be resolved upon adoption, and the subdivision should not carry any similar expectation.



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 #14-038 FOR TEXT AMENDMENTS TO SECTION 405.950.D MULTI-FLOOR OFFICE BUILDING SIGNS TO ALLOW FOR TWO-STORY OFFICE BUILDING IDENTIFICATION SIGNS

FOR THE MEETING OF: January 20, 2015

LOCATION: All Non-Residential Districts

REQUEST: A text amendment application has been submitted on behalf of 633 Emerson Medical Partners, LLC to allow for an identification sign for two-story, multi-tenant office buildings, provided that it is the only sign on that elevation of the building, subject to certain size and location criteria.

ADDITIONAL INFORMATION: Currently, the Section 405.950(B), Permanent Attached Signs, of the City's Sign Regulations allows one identification sign for each individual ground floor tenant with their own entrance, and Section 405.950(D) Attached Signs for Multi-Floor Office Buildings allows for one building identification sign for office buildings of three or more floors of leasable space subject to certain size and location criteria.

APPLICANT: Stephen L. Kling, Jr.
Jenkins & Kling, P.C.
St. Louis, MO 63105

REPORT PREPARED BY:

Whitney Kelly, AICP, City Planner

Date

ATTACHMENTS: Draft Ordinance
Applicant's Materials submitted December 11, 2014

Key Issues:

- Is this a reasonable exercise of zoning authority?
- Is this consistent with the purposes of the Zoning Code
- Is this consistent with the purposes of the Comprehensive Plan

Comp. Plan References

- NA

Zoning Code References

- Section 405.950 Signs in Non-Residential Districts

DISCUSSION

In 2012, when the City revised the Sign Regulations, Office Building Signs were limited to three or more floors, per section 405.950(D) *Attached Signs for Multi-Floor Office Buildings*. Ground floor tenants were provided signs under Section 405.950 (B) where each individual use located at ground floor level with its own entrance at street level may have one attached sign. Some office buildings have ground floor retail, with upper floor offices, and the change was to address the situation where there were signs for the ground floor in addition to the office identification sign on the second floor and it overwhelmed the building. At a minimum, it was thought, one floor difference between the two was needed. However, there are a few properties that are two floor multi-tenant office buildings, where the ground floor tenants do not have their own entrance. Thus they are precluded from both the ground floor signage and the Multi-Floor Office Building Signage provisions. Therefore, the Applicant has submitted a request to amend Section 405.950(D) to include a provision to allow for two floor office buildings to seek identification signage, provided that it is the only sign on that elevation, in the effort to limit the amount of signage on the building and keep with the intent of the purpose of the Sign Regulations and the reason for limiting the signs on a single building, the proposed regulations reads as follows:

SECTION 405.950: SIGNS IN NON-RESIDENTIAL DISTRICTS**D. Attached signs for multi-floor office buildings.**

1. Each freestanding, single or multi-tenant office building of two (2) floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet, provided it is the only sign on that elevation. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is the closest building thereto. If the sign consists of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building façade.
2. Each freestanding, single or multi-tenant office building of three (3) or more floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet for a three-story building, with an additional ten (10) square feet of sign area allowed for each additional floor over three (3), up to a maximum of one hundred fifty (150) square feet. One (1) additional attached sign may be permitted, subject to the same size limitations, where the building faces two (2) or more public streets and is the closest building thereto. If the sign consists of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building façade.

Staff finds that the modification to the City's Sign Regulations meets with the overall intent of the Code by limiting building identification signs to only one side per elevation for two floor office buildings. This would allow the building owner to grant the identification sign to a large tenant, but not overwhelm the building with ground floor and second floor signs. It also fills in a small gap in the current regulations that leave two floor office buildings where all tenants have a common entrance corridor, without any building identification signage. Further, the proposed change would make legal a few similar two story office buildings that have non-conforming signs.

ACTION AND MOTION

If the Planning and Zoning Commission is satisfied that the amendment accomplishes the original purpose for the limiting signs on a multi-floor office buildings. That it meets with the intent of the City's Sign Regulations, and that subsequent concerns have been heard and addressed, then Staff request that they provide a recommendation to the City Council on the text amendment. Action will be in the form of approval, approval as modified, or denial. The following would be an example motion for this application:

"I move to recommend approval of the draft text amendment to the City's Sign Regulations attached to the January 20, 2015 Staff Report on Application #14-038 for a two-story office building sign." (Conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 405.950, SIGNS IN NON-RESIDENTIAL DISTRICTS,
OF THE CITY OF CREVE COEUR SIGN REGULATIONS TO PROVIDE SIGNS FOR TWO-
FLOOR OFFICE BUILDING SUBJECT TO CERTAIN CRITERIA**

WHEREAS, an application has been submitted on behalf of 633 Emerson Medical Partners, LLC to amend the City's Sign Regulations to allow for an identification sign for two-story, multi-tenant office buildings, provided that it is the only sign on that elevation of the building, subject to certain size and location criteria; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to such regulation in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Tuesday, January 20, 2015, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of _____ recommended approval of the subject amendments at its meeting on January 20, 2015; and,

WHEREAS, notice of said public hearing had previously been 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, all persons who presented themselves at said meeting and desiring to be heard 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 City Council; and the Bill was 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 amending the City Code of Ordinances 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.

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

SECTION 1: Section 405.950(D) Attached Signs for Multi-Floor Office Buildings shall be amended to include the following:

SECTION 405.950: SIGNS IN NON-RESIDENTIAL DISTRICTS

D. Attached Signs For Multi-Floor Office Buildings.

1. Each freestanding, single or multi-tenant office building of two (2) floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet, provided it is the only sign on that elevation. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is the closest building thereto. If the sign consists of

Attachment: 14-038.2-story Office Building Signs.Draft Ordinance.1-20-2015 (1200 : Sign Text Amendment)

BILL NO. _____

ORDINANCE NO. _____

a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building façade.

2. Each freestanding, single or multi-tenant office building of three (3) or more floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet for a three-story building, with an additional ten (10) square feet of sign area allowed for each additional floor over three (3), up to a maximum of one hundred fifty (150) square feet. One (1) additional attached sign may be permitted, subject to the same size limitations, where the building faces two (2) or more public streets and is the closest building thereto. If the sign consists of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building façade.

SECTION 2: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2015.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2015.

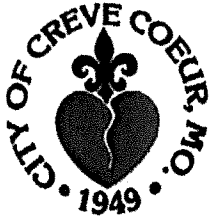
BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: 14-038.2-story Office Building Signs.Draft Ordinance.1-20-2015 (1200 : Sign Text Amendment)

File # _____

city
of**CREVE COEUR**

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PLANNING AND ZONING COMMISSION AGENDA APPLICATION
TEXT AMENDMENT

PLEASE COMPLETE FRONT AND BACK PAGES

<i>Applicant:</i> 633 Emerson Medical Partners, LLC <i>Name</i> c/o Altus Properties, Attn: Kelly Eisenloeffel <i>Company (If Applicable)</i> 1610 Des Peres Road, Suite 320 <i>Address</i> St. Louis, Missouri 63131 <i>Address</i> Telephone # (314) 569-5000 Fax # (314) 569-5059 Email: KEisenloeffel@altusproperties.com	<i>Applicant's Representative (if applicable):</i> Stephen L. Kling, Jr., Esq. / Abby E. Schaberg, Esq. <i>Name</i> Jenkins & Kling, P.C. <i>Company (If Applicable)</i> 150 N. Meramec Avenue, Suite 400 <i>Address</i> St. Louis, Missouri 63105 <i>Address</i> Telephone # (314) 721-2525 Fax # (314) 721-5525 Email: skling@jenkinskling.com / aschaberg@jenkinskling.com
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Applicant's Status (Indicate one):

____ City Official (Mayor, City Councilor, Planning Commissioner, Zoning Administrator)
☒ Private Party (Financial, contractual, or proprietary interest)
 ____ Other Governmental Interest (Jurisdiction: _____)

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 7:00 P.M. on Monday, _____, Earliest possible meeting _____, 20____.
 633 Emerson Medical Partners, LLC Jenkins & Kling, P.C.

By: *Kelly Eisenloeffel*
Applicant's Signature
 Kelly Eisenloeffel, Authorized Representative

By: *Stephen L. Kling, Jr.*
Applicant's Representative's Signature
 Stephen L. Kling, Jr.

Date

Date

File # _____

Description of Request (attach additional sheets as needed): See Exhibit "A" attached hereto and incorporated herein by reference.

Affected Section(s) of the Zoning or Subdivision Code: 405.950.D

Proposed Ordinance Language (attach additional sheets as needed): See Exhibit "A" attached hereto and incorporated herein by reference.

Office Use Only

☐ Proposed Ordinance Language

Received By: _____

☐ Fees Paid

☐ Written Justification

Date: _____

Paul Langdon, Director of Community Development
Pat Rosenblatt, Secretary (872-2501)

Revised: 9/09

**EXHIBIT “A”
TO APPLICATION FOR TEXT AMENDMENT**

DESCRIPTION OF REQUEST

Applicant owns the property located at 633 Emerson Road, Creve Coeur, Missouri 63141 (“**Applicant’s Property**”), which abuts Highway I-270 and Emerson Road. Attached hereto please find an aerial photo of Applicant’s Property for reference.

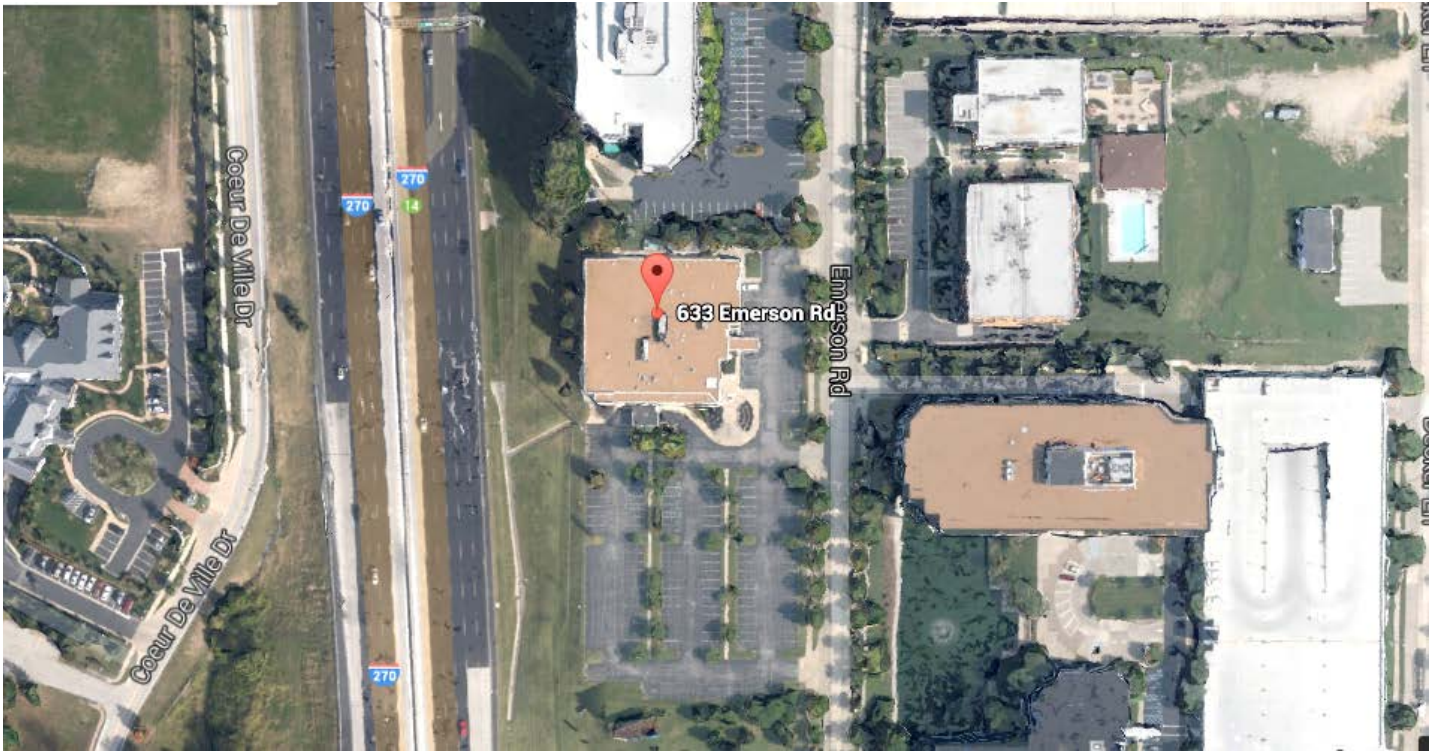
Under the current language of Section 405.950 of the Creve Coeur Zoning Ordinance (the “**Ordinance**”), each individual use located at ground floor level with its own entrance may have one (1) attached sign affixed or painted on a wall, canopy, or awning located on the same façade as the main entrance. Where the building faces two (2) or more public streets, one (1) additional sign may be permitted.

Applicant is interested in placing signage on the side of its building facing Highway I-270. However, due to the existing signs on Applicant’s Property and the physical composition of the leased spaces in the building located thereon, no tenant is permitted to place a sign on the façade facing Highway I-270 under the current language of Section 405.950 of the Ordinance.

While Section 405.950 of the Ordinance may allow for multiple signs on a building, depending upon various characteristics of the building and the number of previously placed signs, certain tenants occupying space in properties like Applicant’s Property can be prohibited from having useful and important highway signage. Quality medical and commercial tenants rely on highway signage for a number of reasons, including, directing customers, patrons and patients to their facility, which is crucial to compete with surrounding businesses. In Applicant’s particular case, Mercy Hospital desires a substantial amount of space in Applicant’s building but requires highway signage and none is permitted under the current Ordinance.

Applicant believes properties located in Creve Coeur that abut a federal highway could benefit from being permitted a limited sign addition to the side of the property adjoining or facing the highway when such highway facing signs are not otherwise possible under the Ordinance. Keeping quality tenants like these in Creve Coeur benefits business and the City.

AERIAL PHOTO OF 633 EMERSON ROAD



PROPOSED ORDINANCE LANGUAGE

Applicant proposes that Section 405.950.D be amended as indicated by the following redline language:

"Section 405.950. Signs in Non-Residential Districts.

[R.O. 2008 §26-104; Ord. No. 1903 §1, 11-24-1997; Ord. No. 1919 §1, 1-26-1998; Ord. No. 1977 §§1 — 5, 1-11-1999; Ord. No. 2236 §1, 10-27-2003; Ord. No. 2287 §1, 6-28-2004; Ord. No. 5073 §§3 — 4, 1-8-2009; Ord. No. 5280 §2, 10-22-2012]

[No changes to be made to Sections A, B or C of Section 405.950.]

D. *Attached Signs for Multi-Floor Office Buildings.*

1. Each freestanding, single or multi-tenant office building of two (2) floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet provided it is the only sign on that elevation. One (1) additional attached sign may be permitted, subject to the same size and location limitations above, where the building faces two (2) or more public streets and is the closest building thereto. If the sign consists of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building façade.
2. Each freestanding, single or multi-tenant office building of three (3) or more floors of leasable space may have one (1) attached sign affixed parallel to the building, with a sign area of up to fifty (50) square feet for a three-story building, with an additional ten (10) square feet of sign area allowed for each additional floor over three (3), up to a maximum of one hundred fifty (150) square feet. One (1) additional attached sign may be permitted, subject to the same size limitations, where the building faces two (2) or more public streets and is the closest building thereto. If the sign consists of a boxed display, the negative space must be dark and opaque, or clear and show the surface of the building façade."

[No changes to be made to remainder of Section 405.950.]



300 North New Ballas Road • Creve Coeur, Missouri 63141
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**APPLICATION TO PLANNING AND ZONING COMMISSION
#14-040 FOR TEXT AMENDMENT TO SECTION 405.450 RESIDENTIAL
DESIGNED DEVELOPMENT PROCEDURE TO ALLOW FOR AN
INCREASE IN SITE COVERAGE FOR SUBDIVISIONS THAT RECEIVED
“RDD” DESIGNATION**

FOR THE MEETING OF: Tuesday, January 20, 2015

LOCATION: Subdivisions that were approved with RDD designation are located throughout the city. The applicant is representing homeowners in the Westwood Subdivision on the south side of Ladue Road at Graeser Road, in the A (Single-Family Residential) zoning district.

REQUEST: Jeffrey Bernstein, on behalf of the owners of 169 South Graeser Road, has submitted an application for a text amendment to Section 405.450.C.d to allow for those properties approved under the RDD process to increase the site coverage percentage to that of the next higher (more dense) zoning district unless otherwise set out in the subdivision approval. For the 169 South Graeser Road property, site coverage is limited to 25%. If approved, the amendment would allow the homeowner to increase site coverage to that of the “B” Single-Family Zoning District, which has a maximum site coverage of 35%, and similarly for any other RDD-designated subdivisions that were approved without prior site coverage limits.

Key Issues:

- Is this a reasonable exercise of zoning authority?
- Is this consistent with the purposes of the Zoning Code?
- Is this consistent with the purposes of the Comprehensive Plan?

Comprehensive Plan References

- Residential Preservation and Economic Development
- Community Health and Connectivity

Zoning Code References

- Section 405.470 Conditional Uses
- Section 405.1060 Zoning Changes and Text Amendment

APPLICANT: Jeffrey Bernstein
Jeffery Homes, LLC
PO Box 410056
St. Louis, MO 63141

REPORT PREPARED BY:


Paul Langdon, AICP
Planning Director

1/16/2015

Date

ATTACHMENTS: Draft Ordinance (preliminary – not for approval)

Attachment: 14-040.RDD Text Amendment.Staff Report (1202 : RDD Coverage)

BACKGROUND

In 1969, the City of Creve Coeur approved Ordinance Number 531 allowing a new subdivision process whereby lots and their front and side setbacks could be reduced in order to promote “the purposes of this section.” In reviewing the minutes of the deliberations leading up to the passage of Ordinance Number 531, it appears that the primary purpose was the preservation of quality greenspace within the subdivision without reducing the “by right” yield of the underlying zoning. Note that this preserved greenspace was to be made common ground for the subdivision residents so that changes in individuals’ use of their private properties would not diminish the common benefit of the greenspace. One requirement in the new procedure was that any custom standards being approved for the subdivision had to be identified on the final plat.

It should also be noted that the Zoning Ordinance did not contain any greenspace, or coverage, regulations at the time. Site coverage was introduced into the regulations on July 25, 1983, with the adoption of an entirely new Zoning Ordinance (Ordinance 1044). Those standards have remained essentially unchanged since then. Prior to that time, lot size and setbacks were the primary means of limiting house size. For example, the Chatfield subdivision was approved in 1981 as a B-RDD subdivision with extremely small lots and, even though setbacks were significantly reduced or eliminated and it was clear that most of the houses would almost completely cover their lots, no statement regarding site coverage is noted in the approval or on the plat.

The Westwood subdivision was one of the early approvals after the passage of the new RDD regulations: Ordinance Number 542 was approved on June 8, 1970. As suggested above, the approval included a mix of lot sizes including several that are well under the one-acre minimum required by the underlying A (Single-family Residential) zoning district. Front and side setbacks were also reduced. No mention of lot coverage is made since it was not regulated at that time. Although this subdivision and others like it allowed, theoretically, extremely large houses with such minimal bulk regulations, there was very little interest in the marketplace for such large buildings. Low rooflines and expansive lawns were the custom of the day.

By the late 1990s, however, there were more and more examples of the older houses being torn down and replaced with much larger structures. These so-called “teardowns” were so much larger, in fact, that the maximum amount of allowed site coverage was becoming an issue. For RDD subdivisions approved prior to 1983 that, in some cases, had decidedly smaller lots than otherwise allowed by the underlying zoning but no stated site coverage, application of the new coverage standards was not so easy because it resulted in much smaller coverage allowances than some of the new houses could meet. In pre-existing subdivisions with regular lots and RDD subdivisions approved after the 1983 Zoning Ordinance, there is no uncertainty of the intended coverage because a standard was already included in the underlying zoning at the time of approval and a custom coverage standard was approved as needed. An illustration of this is the Enclave Bellerive where lots were being reduced but the anticipated houses were very large. In that instance, the RDD approval does allow larger site coverages; up to 60% for some lots.

To clarify the situation for the older subdivisions, an interpretation was made by the staff that the original approval of the smaller lots must have also come with a presumption that the houses would not be compromised in size. However, the only way to continue with that presumption would be to permit the replacement house under the coverage limit from the next higher, or more dense, residential zoning district. For example, houses in an A-RDD, would be allowed the same coverage as the normal B district(35%) even though 25% was the normal allowance under the A district. Dozens of building permits were then issued for houses under this interpretation.

More recently, however, this interpretation has been questioned as it appears to grant a variance without a public hearing before the Board of Adjustment. A proper variance would be difficult to justify, however, given the voluntary nature of house construction as well as the high number of similarly disposed lots. Another option is to codify the interpretation for all RDD lots approved prior to the 1983 Zoning Ordinance. That is the intent of the proposed amendment.

COMPREHENSIVE PLAN ANALYSIS

The Comprehensive Plan outlines several goals and strategies regarding residential character:

Community Image and Identity

4. Maintain the City's strong low-density residential image and character. (p.23)

Residential Neighborhoods

1. Preserve the safe and quiet integrity of the single-family neighborhoods. Maintain the same basic mix of land uses in this area; strongly discourage new non-residential uses. Single-family zoning will not be changed to other classifications unless it is demonstrated that the existing zoning no longer advances a public benefit by maintaining the residential character of the subject property. (p.44)

2. Encourage the continued preservation of the suburban landscape character of the area, its open green spaces, and stream corridors. New development or redevelopment should protect and enhance stream channels, preserving remaining riparian corridors, preserve trees and encourage re-establishment of natural streams, where feasible. The use of pervious paving materials and vegetated swales to manage storm water in new development and redeveloping areas is encouraged. (p.44)

6. Require that new development or redevelopment be compatible with the character of the surrounding neighborhood with regard to lot frontage, building setbacks, building lines, building scale, and lot coverage. (p.45)

These goals are all aimed at preserving the open character of Creve Coeur's suburban neighborhoods. The question in this amendment is whether or not the proposed coverage limits will allow a size of house that leads to an impression of higher density or over-development that is not in keeping with these goals. The following are offered as points of discussion:

- *Does this proposal cause a wide-ranging change for all of the subdivisions?*

No. Although there are many RDD approved subdivisions in the city, there are many others that follow the underlying zoning district and did not require consideration under the RDD process. Further, any RDD subdivisions approved after adoption of the 1983 Zoning Ordinance were approved with a known site coverage limitation. In other words, the proposed amendment is only applicable to a specific set of developments that were approved with no consideration for site coverage. As a practical matter, all of the potentially affected subdivisions are zoned either A or B.

- *Does this allow high density or multi-family housing?*

No. The end product is still one house on one lot and, given that all of the affected subdivisions are zoned either A or B, no lot would have more than 40% coverage (the maximum coverage in the C district). Further, it does not change the required lot sizes, so it cannot be used to insert more houses into an existing subdivision.

- *Will the amendment inadvertently allow an intensity of development that was never intended?*
This is a more complex issue. Intensity is affected by all of the bulk standards, including setbacks, height limitations, floor area ratio and site coverage. The setbacks and height limitations are not in question and would remain unchanged from the underlying district requirement. Floor area ratio (FAR) is not proposed for modification, however, it works in concert with site coverage and must be evaluated as well. The key distinction between the two is that coverage involves almost all hard (impermeable) surfaces on the lot whereas FAR is focused solely on the house. Therefore, if the FAR remains unchanged at a smaller ratio than the site coverage, then the maximum house size does not increase, only the amount of site that can be covered by impermeable surface does. On the other hand, if the two are the same proportion, and one assumes that a portion of every lot must include at least a driveway, then the use of some site coverage for hard surface will force the house into a multi-story configuration, if it is to be built to the maximum FAR.

To use a simple example that is not uncommon, consider a 30,000 square foot lot that is zoned A-RDD with the standard A district FAR and site coverage. The maximum FAR is 0.3 of the lot area, which represents a maximum of 9,000 square feet of floor area. The site coverage would be 0.25 of the lot area, or 7,500 square feet of the lot covered by impermeable surfaces, including the house. If the site coverage is then increased to the B district level, or 0.35, the impermeable surface increases to 10,500 square feet. The maximum amount of floor area remains the same at 9,000 square feet, but the quantity of driveway, patios and accessory structures can increased substantially.

To be clear, if the same lot were zoned B in the first place, these areas would be conforming with the Zoning Ordinance and, by extension, presumed to be completely conforming with the Comprehensive Plan. So this is not a question of allowing something larger than was ever conceived, but rather is it something larger than was conceived for a given subdivision. Since site coverage was not even contemplated prior to 1983, it is difficult to say whether or not the Planning Commission and City Council considered this question of intensity. To be sure, a survey of older houses shows that while the code might have allowed a very large house, very few residents built their home to that level. Today, though, the market is different and there is a continued desire to put more and more investment into the house and outdoor facilities (patios, outdoor kitchens, for example) and less into open yard area. The question before the Planning Commission is whether or not this shift in the marketplace is desirable vis-à-vis the Comprehensive Plan's goals and should or should not be encouraged through this amendment.

- *Is there a scenario where a lot that is affected by the amendment actually gets a "bonus" compared to a lot that is not affected?*

Yes. The nearer the affected lot is to the underlying zoning requirement, the more the bonus effect. Put another way, if the lot is only 1% under the normal lot minimum but it is receiving an increase in site coverage equivalent to 10% of the lot area, then the actual coverage area is going to leap-frog the standard lot. To use the previous example, a conventional one acre lot that is zoned A is allowed 25% lot coverage, or 10,890 square feet. If the lot is 30,000 square feet and zoned A with an RDD approval, under the proposed amendment the lot coverage would move up to 35%, or 10,500 square feet. This is less than the total area allowed for a conventional lot, but if the RDD lot were 35,000 square feet, then the coverage area becomes 12,250 square feet. The impact of the site coverage bonus is greatest in the A-RDD lots because the scale of the increase in coverage is greatest: a 40% increase in the standard vs. 14.3% and 12.5% for the B and C districts respectively. In other words, a much smaller decrease in lot size still does not lead to

any site coverage bonus in the B and C districts. In a subdivision that was approved with the assumption that lots had to be smaller to make the project successful, it seems odd to also be allowing large-lot size development. This is a variation on the same question raised previously and might suggest that there is a point where the amendment violates the spirit of the RDD process and the principles behind the zoning district standards.

One way to address this scenario is to further limit the applicability of the proposed amendment. That is, if the opportunity to jump to the next higher site coverage is limited to lots that are under a chosen size threshold, then it is more fair to characterize the amendment as granting relief to lots that are so small as to be unfairly encumbered by the site coverage regulations that were introduced after the plats were approved.

Looking at specific values, this bonus effect is removed in the A district when the lot size is approximately 71% of normal or less, that is, it is under 30,927 square feet. For simplicity, staff would suggest that the proposed site coverage provision be limited to lots with an area less than 70% of the minimum lot area for the underlying district. This ensures that under no circumstances can a smaller lot actually have more development than a standard lot with the same underlying zoning. It would also include the applicants' property which is 50.7% of the minimum lot size in the A district (22,100 square feet as compared to 43,560 square feet).

- *Could this proposal increase stormwater run-off problems?*

Yes; the more impermeable surface that is placed on a lot, the more water that runs off the lot. While every effort is made during the site improvement process to ensure that stormwater is managed carefully, greater volumes will exacerbate downstream issues with localized flooding and stream bank erosion. This could be mitigated by small-site water detention, but attempts to codify such systems in the past have been met with considerable resistance due to their cost and the difficulty of ensuring long-term maintenance. This would also represent a massive expansion of the scope of this proposal. If the members of the Commission are concerned with this issue but are also concerned with resolving the issue raised by the applicants, an approach would be to further reduce the size of the lot that could take advantage of the provision thereby further reducing the number instances where more coverage could be pursued.

- *Why change the RDD process now, after so many years?*

The truth is that the redevelopment of many lots has already occurred under this scenario by way of the prior staff interpretation mentioned in the Background portion of this report. Changing the process now, in effect, does not represent a substantial change from what has actually taken place for several years. Staff is not aware of any complaints arising from approvals granted under that interpretation and this amendment seeks only to address the same issue through a more appropriate means.

ZONING ANALYSIS

There have, from time to time, been concerns raised that the RDD process allows too much development on a given parcel of land. While this has typically been expressed in terms of the number of lots being platted, this amendment could also prompt a similar complaint on a lot-by-lot basis. While not as easy to perceive as adding more houses, adding more built elements does reduce the perception of openness. On the other hand, the suggested modification to the amendment would limit the number of lots affected and there is no statement in the purposes of any of the single-family

zoning districts regarding the preservation of openness, only the preservation of areas of single-family detached residences. The proposed amendment does not impact that issue.

Regarding the attached draft ordinance, it reflects the applicants' proposal but, even though site coverage was set out in the Zoning Ordinance for every subdivision approved after the 1983 Zoning Ordinance, staff suggest clearly stating this transition point in the regulation to avoid errors. Also, if the members of the Commission wish to consider the modification discussed earlier, the staff suggest amending the paragraph to read (new provision is underlined):

C. *Residential Designed Development Procedure.*

1. *Variation in number, size of lots.*

d. *Site and building coverages.* The maximum site and building coverage requirements for each lot, as set out in the regulations for the single-family residential zoning district within which the site is located, may be increased by the City Council and, if so increased, shall be set out on the preliminary subdivision plan to be submitted in accordance with Chapter 410, Subdivision and Development of Land. In subdivisions approved prior to July 25, 1983 (adoption of Ordinance Number 1044) that are without a maximum site coverage set out on the preliminary subdivision plan, lots having less than 70% of the minimum lot area allowed by the underlying zoning district shall be subjected to the site coverage percentage that is equivalent to the next higher (more dense) zoning category.

Note that the "70%" standard can be moved up or down and other means of restricting applicability of the amendment can be inserted.

CONCLUSION

If the members of the Commission generally agree that some allowance should be made for lots that were platted below standard minimum lot sizes under the RDD process but before lot coverage standards were considered, then the proposed amendment offers a technically valid approach. However, Commission members should give careful consideration to how much leeway is being granted, how many lots would actually be impacted, and at what point such leeway violates the Comprehensive Plan goals regarding the preservation of neighborhood character.

MOTION

If the members of the Commission wish to amend the proposal prior to a vote on the amendment as a whole, the following is an example of an appropriate motion:

"I move to change the proposed amendment stated in Section 2 of the draft text amendment ordinance attached to the staff report on Application #14-040 to include the verbiage suggested by staff [or other verbiage as may be discussed by the Commission]."

If the members of the Commission wish to vote on the amendment as proposed, the following is an example of an appropriate motion:

"I move to approve the draft text amendment ordinance attached to the staff report on Application #14-040, as presented to the Planning and Zoning Commission on January 20th, 2015."

APPENDIX 1: COMPREHENSIVE PLAN

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.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 405.450.C, RESIDENTIAL DESIGN DEVELOPMENT PROCEDURE, OF THE CREVE COEUR ZONING ORDINANCE TO ALLOW CERTAIN RESIDENTIAL LOTS TO UTILIZE THE SAME SITE COVERAGE AS THE NEXT HIGHER INTENSITY RESIDENTIAL ZONING DISTRICT.

WHEREAS, an application by Jeffrey Bernstein, on behalf of the owners of 169 South Graeser Road, was submitted for an amendment to Section 405.450.C, Residential Design Development Procedure, of the Creve Coeur Zoning Ordinance to allow certain residential lots approved prior to July 25, 1983, to utilize the same site coverage as the next higher intensity residential zoning district; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to such regulations in the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Tuesday, January 20, 2015, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of _____ recommended approval of the subject amendments at its meeting on Tuesday, January 20, 2015; and,

WHEREAS, notice of said public hearing had previously been 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, all persons who presented themselves at said meeting and desiring to be heard 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 City Council; and the Bill was 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 amending the City Code of Ordinances 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.

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

SECTION 1: Paragraph 405.450.C.1.d shall be repealed and replaced with the following in lieu thereof:

C. *Residential Designed Development Procedure.*

1. *Variation in number, size of lots.*

d. *Site and building coverages.* The maximum site and building coverage requirements for each lot, as set out in the regulations for the single-family residential zoning district within which the site is located, may be increased by the

Attachment: 14-040.RDD Text Amendment.Draft Ordinance (1202 : RDD Coverage)

BILL NO. _____

ORDINANCE NO. _____

City Council and, if so increased, shall be set out on the preliminary subdivision plan to be submitted in accordance with Chapter 410, Subdivision and Development of Land. In subdivisions approved prior to July 25, 1983 (adoption of Ordinance Number 1044) that are without a maximum site coverage set out on the preliminary subdivision plan, the square footage of the lot shall be subjected to the site coverage percentage that is equivalent to the next higher (more dense) zoning category.

SECTION 2: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2015.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2015.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: 14-040.RDD Text Amendment.Draft Ordinance (1202 : RDD Coverage)

BILL NUMBER 532ORDINANCE NUMBER 531

AN ORDINANCE TO AMEND ORDINANCE NO. 225, AS PREVIOUSLY AMENDED, BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF CREVE COEUR, MISSOURI, BY CREATING A NEW SECTION TO BE NUMBERED SECTION 15.19 WHEREBY THE SIZE, FRONT YARD AND SIDE YARD OF LOTS IN THE "A" SINGLE FAMILY RESIDENTIAL DISTRICT MAY BE REDUCED ACCORDING TO A RESIDENTIAL DESIGNED DEVELOPMENT PROCEDURE, AND FURTHER, TO APPROVE A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT AND PRELIMINARY SUBDIVISION PLAN FOR AN AREA OF APPROXIMATELY 19.5 ACRES AS FULLY DESCRIBED IN SECTION 2 OF THIS ORDINANCE TO BE SUBDIVIDED INTO 19 LOTS, THEREBY DECREASING THE SIZE, FRONT YARDS AND SIDE YARDS, OF SUCH BUILDING LOTS BELOW THE MINIMUM REQUIREMENTS FOR THE "A" SINGLE FAMILY RESIDENTIAL DISTRICT IN WHICH SAID TRACT IS CLASSIFIED.

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THIS CITY HAS MADE A REPORT TO THE BOARD OF ALDERMEN OF THIS CITY RECOMMENDING THAT ORDINANCE NO. 225, AS PREVIOUSLY AMENDED, BEING THE COMPREHENSIVE ZONING ORDINANCE OF THIS CITY, BE FURTHER AMENDED TO CREATE A NEW SECTION TO BE NUMBERED SECTION 15.19 IN ORDER TO ESTABLISH A PROCEDURE FOR RESIDENTIAL DESIGNED DEVELOPMENTS; AND

WHEREAS, A PETITION HAS BEEN FILED REQUESTING THE APPROVAL OF A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT AND A PRELIMINARY SUBDIVISION PLAN FOR A TRACT OF LAND OF APPROXIMATELY 19.5 ACRES AS FULLY DESCRIBED IN SECTION 2 HEREOF WHEREBY THE MINIMUM SIZE, FRONT YARDS AND SIDE YARDS OF LOTS IN SAID SUBDIVISION WOULD BE REDUCED BELOW THE MINIMUM REQUIREMENTS FOR THE "A" SINGLE FAMILY RESIDENTIAL ZONING DISTRICT IN WHICH SAID TRACT IS CLASSIFIED; AND

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THIS CITY HAS MADE SUCH A REPORT TO THE BOARD OF ALDERMEN OF THIS CITY RECOMMENDING THAT SUCH PROPOSED RESIDENTIAL DESIGNED DEVELOPMENT PERMIT AND PRELIMINARY SUBDIVISION PLAN FOR SAID TRACT OF LAND BE APPROVED IN ACCORDANCE WITH SAID PROPOSED SECTION 15.19; AND

WHEREAS, NOTICE OF A PUBLIC HEARING TO BE HELD BEFORE THE BOARD OF ALDERMEN OF THIS CITY CONCERNING THE AFORESAID PROPOSALS WAS PUBLISHED IN ACCORDANCE WITH SECTION 89.060 MO. REV. STAT. (1959) AND ORDINANCE NO. 225, AS AMENDED, OF THIS CITY; AND

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

-2-

WHEREAS, WRITTEN NOTICE OF THE FILING OF THE AFORESAID PROPOSAL AND OF THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION WITH REGARD TO THE AFORESAID PROPOSALS AND THE CREATION OF SUCH NEW SECTION 15.19 AND THE NATURE THEREOF, AND OF THE PUBLIC HEARING TO BE HELD BEFORE THE BOARD OF ALDERMEN THEREON WAS DULY GIVEN TO ALL PROPERTY OWNERS REQUIRED TO BE GIVEN SUCH WRITTEN NOTICE IN ACCORDANCE WITH ORDINANCE NO. 225, AS AMENDED; AND

WHEREAS, A PUBLIC HEARING HAS BEEN HELD BY THE BOARD OF ALDERMEN OF THIS CITY ON THE 8TH DAY OF OCTOBER, 1969, AT THE HOUR OF 8:00 P.M., AT THE CITY HALL AND ALL PERSONS WHO PRESENTED THEMSELVES AT SAID PUBLIC HEARING AND DESIRING TO BE HEARD WERE GIVEN AN OPPORTUNITY TO BE HEARD; AND

WHEREAS, THE BOARD OF ALDERMEN OF THIS CITY HAS DETERMINED THAT THERE IS AN EXISTING NEED FOR THE AMENDMENT OF ORDINANCE NO. 225, AS PREVIOUSLY AMENDED, TO PROVIDE FOR A NEW SECTION TO BE KNOWN AS SECTION 15.19 "RESIDENTIAL DESIGNED DEVELOPMENT PROCEDURE," AND HAS FURTHER DETERMINED THAT SUCH AMENDMENT IS IN THE INTERESTS OF THE PUBLIC HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THIS CITY; AND

WHEREAS, THE BOARD OF ALDERMEN OF THIS CITY HAS FURTHER DETERMINED THAT A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT SHOULD BE GRANTED FOR SAID TRACT OF LAND AND THAT THE PRELIMINARY SUBDIVISION PLAN FOR SAID TRACT OF LAND SHOULD BE APPROVED UNDER THE PROVISIONS OF SUCH SECTION 15.19, AND THAT SUCH ACTIONS WOULD BE IN THE INTERESTS OF THE PUBLIC HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THIS CITY.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THAT ORDINANCE NO. 225, AS PREVIOUSLY AMENDED, IS HEREBY FURTHER AMENDED AS FOLLOWS:

SECTION 1.: A NEW SECTION TO BE KNOWN AND NUMBERED AS SECTION 15.19 OF ARTICLE 15 OF SAID ORDINANCE NO. 225 IS HEREBY CREATED, READING AS FOLLOWS:

SECTION 15.19 RESIDENTIAL DESIGNED DEVELOPMENT PROCEDURE

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

-3-

THE PURPOSE OF THIS SECTION IS TO PROVIDE A PERMISSIVE, VOLUNTARY, AND ALTERNATE ZONING PROCEDURE IN THE "A" SINGLE FAMILY RESIDENTIAL ZONING DISTRICT IN ORDER TO PERMIT GREATER FLEXIBILITY IN THE SIZE OF LOTS, AND TO PROVIDE THEREBY FOR DESIRABLE AND PROPER OPEN SPACE, TREE COVER, RECREATION AREAS, PARKS, OR SCENIC VISTAS, AND THE PRESERVATION OF THE NATURAL BEAUTY OF THIS CITY.

SECTION 15.19.100 VARIATION IN NUMBER, SIZE OF LOTS

THE BOARD OF ALDERMEN MAY BY ORDINANCE GRANT A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION, WHEN IT FINDS THAT THE RESIDENTIAL DESIGNED DEVELOPMENT PROPOSAL IS CONSISTENT WITH GOOD PLANNING PRACTICE, CONSISTENT WITH GOOD SITE PLANNING, IS NOT DETRIMENTAL TO THE EXISTING AND PERMITTED USES IN THE SURROUNDING AREA, AND IS DEEMED DESIRABLE TO PROMOTE THE PURPOSES OF THIS SECTION. NO RESIDENTIAL DESIGNED DEVELOPMENT PERMIT SHALL BE GRANTED FOR ANY AREA OF LESS THAN FOUR (4) ACRES.

A. IN GRANTING SUCH PERMIT THE BOARD OF ALDERMEN MAY PERMIT THE DEVELOPER TO VARY THE LOT SIZES WITHIN THE SUBDIVISION FROM THOSE REQUIRED BY THE REGULATIONS FOR THE "A" SINGLE FAMILY RESIDENTIAL ZONING DISTRICT. THE MAXIMUM NUMBER OF LOTS THAT MAY BE APPROVED SHALL BE COMPUTED BY INCLUDING PRIVATE AND PUBLIC STREET RIGHTS OF WAY AND COMMON AREAS IN GROSS ACREAGE AND DIVIDING THE GROSS ACREAGE BY THE MINIMUM LOT AREA REQUIREMENTS OF THE "A" SINGLE FAMILY RESIDENTIAL DISTRICT.

B. THE MINIMUM FRONT YARD AND SIDE YARD REQUIREMENTS FOR EACH LOT AS SET OUT IN THE REGULATIONS FOR THE "A" SINGLE FAMILY RESIDENTIAL ZONING DISTRICT MAY BE REDUCED BY THE BOARD OF ALDERMEN AND, IF SO REDUCED, SHALL BE SET OUT ON THE PRELIMINARY SUBDIVISION PLAN AS HEREAFTER PROVIDED.

SECTION 15.19.200 COMMON AREAS

AS PART OF THE RESIDENTIAL DESIGNED DEVELOPMENT PLAN, A COMMON LAND FOR OPEN SPACE OR RECREATIONAL USE MUST BE SET ASIDE FOR COMMON

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

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USE BY ALL THE OWNERS OF THE RESIDENTIAL LOTS AND THE SUBDIVISION AND SUCH COMMON LAND MAY BE INCLUDED IN THE TOTAL GROSS ACREAGE USED FOR DETERMINING THE NUMBER OF LOTS PERMITTED UNDER THE MINIMUM LOT SIZE PROVISIONS OF THE "A" SINGLE FAMILY RESIDENTIAL ZONING DISTRICT.

A. ALL SUCH COMMON LAND SHALL BE SHOWN ON THE PROPOSED DEVELOPMENT PLAN, AND IF SUCH PLAN IS APPROVED BY THE BOARD OF ALDERMEN, IT SHALL BE SHOWN AS SUCH ON THE RECORD PLAT OF SUCH SUBDIVISION SUBJECT TO THE RESTRICTIONS SET OUT BELOW.

B. ALL COMMON LAND SHALL BE CONVEYED BY THE DEVELOPER IN FEE SIMPLE ABSOLUTE TITLE BY WARRANTY DEED TO TRUSTEES FOR THE SUBDIVISION. THE DEVELOPER SHALL AT THE TIME OF RECORDING THE RECORD PLAT OF SUCH SUBDIVISION RECORD A TRUST INDENTURE PROVIDING THAT SUCH COMMON LAND SHALL BE HELD AND MAINTAINED BY THE TRUSTEES FOR THE BENEFIT, USE, AND ENJOYMENT OF THE LOT OWNERS, PRESENT AND FUTURE, OF SUCH SUBDIVISION. SUCH TRUST INDENTURE SHALL PROVIDE A UNIFORM MEANS OF ASSESSMENT TO INSURE THAT ALL SUCH COMMON LAND AND ANY IMPROVEMENTS CONSTRUCTED THEREON SHALL BE MAINTAINED BY THE TRUSTEES FOR THE LOT OWNERS IN COMPLIANCE WITH THE ORDINANCES OF THIS CITY AND IN SUCH MANNER THAT SUCH LAND AND IMPROVEMENTS WILL REMAIN ATTRACTIVE AND USEFUL TO THE LOT OWNERS AND SHALL NOT BE INJURIOUS TO THE HEALTH, SAFETY, AND WELFARE OF THE LOT OWNERS AND OF RESIDENTS OF SURROUNDING AREAS OR BE DETRIMENTAL TO PROPERTY VALUES OF SURROUNDING AREAS. SUCH TRUST INDENTURE SHALL ALSO PROVIDE THAT THE CONVEYANCE OR CHANGE OF OWNERSHIP OF ANY LOT SHALL CARRY WITH IT OWNERSHIP IN THE COMMON LAND, AND THAT NO LOT OWNER SHALL HAVE THE RIGHT TO CONVEY HIS INTEREST IN SUCH COMMON LAND EXCEPT AS AN INCIDENT OF THE OWNERSHIP OF PLATTED LOT EVEN THOUGH SUCH PROVISIONS ARE NOT EXPRESSLY INCLUDED IN THE DEED OF CONVEYANCE, AND SHALL FURTHER PROVIDE THAT NO RIGHT OR POWER CONFERRED ON THE TRUSTEES BY SUCH INDENTURE IN ORDER TO COMPLY WITH THE PROVISIONS OF THIS PARA-

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

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GRAPH MAY BE ABROGATED. ALL SUCH TRUST INDENTURES SHALL BE SUBMITTED TO THE CITY ATTORNEY FOR HIS APPROVAL AS TO LEGAL FORM, AND SHALL BE RECORDED WITH THE RECORDER OF DEEDS OF ST. LOUIS COUNTY SIMULTANEOUSLY WITH THE RECORDING OF THE FINAL SUBDIVISION PLAT.

C. IF THE TRUSTEES OF ANY SUCH SUBDIVISION SHOULD FAIL TO MAINTAIN ANY COMMON AREA OR STREET IN ACCORDANCE WITH THE ORDINANCES OF THIS CITY OR IN SUCH MANNER AS TO ASSURE THEIR INTENDED USE OR IN SUCH MANNER AS TO INJURE THE HEALTH, SAFETY, OR WELFARE OF THE LOT OWNERS OR OF RESIDENTS OF SURROUNDING AREAS OR IN SUCH MANNER AS TO BE DETRIMENTAL TO THE PROPERTY VALUES OF SURROUNDING AREAS, THE CITY MAY BRING AN ACTION TO COMPEL THE TRUSTEES OR LOT OWNERS OR BOTH TO CORRECT ANY CONDITION IN SUCH COMMON AREA OR STREET FAILING TO MEET ANY OF THE ABOVE STANDARDS, OR, IN THE ALTERNATIVE, THE CITY MAY CORRECT ANY SUCH CONDITION IN WHICH EVENT THE CITY SHALL HAVE THE RIGHT TO A LIEN AGAINST EACH LOT IN ANY SUCH SUBDIVISION FOR THE PRO-RATA COST OF LABOR AND MATERIAL NECESSARY TO CORRECT ANY SUCH CONDITION. THE PRO-RATA COST SHALL BE DETERMINED BY DIVIDING THE TOTAL COST, AS DETERMINED BY THE CITY, BY THE NUMBER OF LOTS IN THE SUBDIVISION. ANY SUCH LIEN SHALL BEAR INTEREST AT THE RATE OF 6% PER ANNUM AND MAY BE ENFORCED BY ANY MEANS PERMITTED BY LAW OR EQUITY.

SECTION 15.19.300 PROCEDURE

A. THE GRANTING OF A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT MAY BE INITIATED BY THE FILING OF AN APPLICATION BY ONE OR MORE OF THE OWNERS OR AUTHORIZED REPRESENTATIVES OF THE OWNERS OF THE PROPERTY SOUGHT TO BE USED FOR THE RESIDENTIAL DESIGNED DEVELOPMENT PROPOSAL. SUCH APPLICATION SHALL BE ACCOMPANIED BY PRELIMINARY SUBDIVISION PLAN SETTING FORTH THE FOLLOWING INFORMATION: THE OUTBOUNDARIES OF THE PROPERTY, THE LOCATION AND TOTAL AREA OF ALL COMMON LAND, THE TOTAL AREA OF THE PROPERTY, THE PROPOSED BOUNDARY LINES OF ALL LOTS SHOWING THE AREA AND WIDTH OF EACH LOT, AND ALL

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

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OTHER INFORMATION REQUIRED BY SECTION 15.4.200 OF ORDINANCE NO. 225

B. SUCH PRELIMINARY PLAN SHALL BE REVIEWED BY THE PLANNING AND ZONING COMMISSION AND A REPORT AND RECOMMENDATION THEREON MADE TO THE BOARD OF ALDERMEN FOR ITS APPROVAL. SUCH PERMIT AND PRELIMINARY PLAN SHALL NOT BE APPROVED BY THE BOARD OF ALDERMEN WITHOUT PUBLIC HEARING AS PROVIDED IN ARTICLE 20 OF ORDINANCE NO. 225. ALL PROVISIONS OF SUCH ARTICLE, INCLUDING THOSE PROVIDING FOR NOTICE AND THE NUMBER OF FAVORABLE VOTES NECESSARY FOR APPROVAL UPON AN ADVERSE REPORT OF THE PLANNING AND ZONING COMMISSION OR A PROTEST OF SUCH PROPOSAL BY ADJOINING PROPERTY OWNERS AS THEREIN SET FORTH, SHALL BE APPLICABLE. THE CITY CLERK, AT THE TIME SUCH AN APPLICATION IS FILED, SHALL REQUIRE THE APPLICANT TO DEPOSIT SUCH SUM AS THE CITY CLERK SHALL DEEM ADEQUATE TO REIMBURSE THE CITY FOR THOSE EXPENSES ENUMERATED IN SECTION 20.2 OF ORDINANCE NO. 225.

C. IN THE EVENT SUCH PRELIMINARY PLAN IS APPROVED BY THE BOARD OF ALDERMEN, THE APPLICANT SHALL THEREAFTER SUBMIT A FINAL PLAT FOR APPROVAL BY THE BOARD OF ALDERMEN UPON RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION. SUCH FINAL PLAT SHALL SET OUT ALL THE INFORMATION REQUIRED BY SECTION 15.5.200 OF ORDINANCE NO. 225 IN ADDITION TO THE BOUNDARY LINES OF ALL COMMON LANDS. SUCH FINAL PLAT SHALL BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 15.5.00 OF ORDINANCE NO. 225. THE APPLICANT SHALL SUBMIT WITH SUCH FINAL PLAT THE TRUST INDENTURE REQUIRED BY SECTION 15.19. ABOVE.

SECTION 15.19.400 APPLICATION OF OTHER SECTIONS

THE PROVISIONS OF ALL OTHER SECTIONS OF ORDINANCE NO. 225, AS AMENDED, AND ALL OTHER APPLICABLE ORDINANCES OF THIS CITY SHALL APPLY TO ANY APPLICATION MADE UNDER THIS SECTION AND TO THE RESIDENTIAL DESIGNED DEVELOPMENT SUBDIVISION, EXCEPT TO THE EXTENT THAT SUCH OTHER SECTIONS AND ORDINANCES ARE VARIED BY THIS SECTION, EITHER EXPRESSLY OR BY NECESSARY IMPLICATION.

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

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SECTION 2: A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT IS HEREBY GRANTED FOR THE FOLLOWING DESCRIBED TRACT OF LAND SUBJECT TO THE CONDITIONS AND RESTRICTIONS, INCLUDING THOSE AS TO FRONT YARDS AND SIDE YARDS, SHOWN ON THE PRELIMINARY SUBDIVISION PLAN FOR THE FOLLOWING DESCRIBED TRACT OF LAND WHICH PRELIMINARY SUBDIVISION PLAN IS HEREBY APPROVED, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 15.19 OF ORDINANCE NO. 225 AS AMENDED, SUCH PLAN BEING IDENTIFIED BY THE SIGNATURE OF THE CHAIRMAN OF THE PLANNING AND ZONING COMMISSION AND THE MAYOR AS OF THE DATE OF ADOPTION OF THIS ORDINANCE AND ATTESTED BY THE CITY CLERK:

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 5 EAST DESCRIBED AS: BEGINNING AT AN IRON PIPE SET IN THE EAST AND WEST CENTER LINE OF THE NORTHWEST 1/4 OF SECTION 16 DISTANT SOUTH 89 DEGREES 47 MINUTES WEST 1141.81 FEET FROM THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 16, THENCE RUNNING ALONG THE EAST AND WEST CENTER LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16 SOUTH 89 DEGREES 47 MINUTES WEST 765.81 FEET TO AN IRON PIPE, THENCE NORTH 0 DEGREES 43 MINUTES WEST 1308.35 FEET TO A CONCRETE MONUMENT IN THE SOUTH LINE OF CONWAY ROAD, THENCE ALONG THE SOUTH LINE OF CONWAY ROAD NORTH 88 DEGREES 29 MINUTES EAST 59.34 FEET TO AN IRON PIPE AND SOUTH 84 DEGREES 50 MINUTES EAST 500.52 FEET TO AN IRON PIPE IN THE SOUTH 84 DEGREES 14 MINUTES EAST 209.87 FEET TO A CONCRETE MONUMENT, THENCE LEAVING SAID ROAD LINE AND RUNNING SOUTH 0 DEGREES 43 MINUTES EAST 1243.26 FEET TO THE POINT OF BEGINNING, CONTAINING 22.50 ACRES, ACCORDING TO SURVEY BY ELBRING SURVEYING COMPANY, DURING SEPTEMBER 1951, EXCEPTING THEREFROM THAT PART CONVEYED TO RICHARD H. MERTZ AND WIFE BY DEED RECORDED IN BOOK 2929 PAGE 136, ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO VICTOR F. SCHMIDT AND WIFE BY DEED RECORDED IN BOOK 2924 PAGE 309 AND BY DEED RECORDED IN BOOK 3913 PAGE 598. ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO RICHARD H. MERTZ AND WIFE BY DEED RECORDED IN BOOK 3913, PAGE 597.

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

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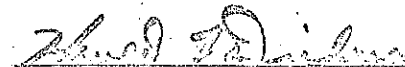
SECTION 3: IF ANY SECTION, SUBSECTION, SENTENCE, CLAUSE OR PHRASE OF THIS ORDINANCE IS FOR ANY REASON HELD TO BE UNCONSTITUTIONAL OR VOID, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTION OF THIS ORDINANCE.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL AS PROVIDED BY LAW.

PASSED THIS 23rd DAY OF December, 1969.


HAROLD L. DIELMANN, MAYOR

APPROVED THIS 23rd DAY OF December, 1969.


HAROLD L. DIELMANN, MAYOR

ATTEST:


GEORGE E. BAYER, CITY CLERK

Attachment: RDD Ordinance 531 (1202 : RDD Coverage)

BILL NO. 550ORDINANCE NO. 542

AN ORDINANCE TO AMEND ORDINANCE NO. 225, AS PREVIOUSLY AMENDED, BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF CREVE COEUR, MISSOURI, TO APPROVE A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT AND PRELIMINARY SUBDIVISION PLAN FOR AN AREA OF APPROXIMATELY 61.576 ACRES AS FULLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE TO BE SUBDIVIDED INTO 60 LOTS, THEREBY DECREASING THE SIZE, FRONT YARDS AND SIDE YARDS, OF SUCH BUILDING LOTS BELOW THE MINIMUM REQUIREMENTS FOR THE "A" SINGLE FAMILY RESIDENTIAL DISTRICT IN WHICH SAID TRACT IS CLASSIFIED.

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THE CITY HAS MADE A REPORT TO THE BOARD OF ALDERMEN OF THIS CITY RECOMMENDING THAT ORDINANCE NO. 225, AS PREVIOUSLY AMENDED, BEING THE COMPREHENSIVE ZONING ORDINANCE OF THIS CITY, BE FURTHER AMENDED; AND

WHEREAS, A PETITION HAS BEEN FILED REQUESTING THE APPROVAL OF A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT AND A PRELIMINARY SUBDIVISION PLAN FOR A TRACT OF LAND OF APPROXIMATELY 61.576 ACRES AS FULLY DESCRIBED IN SECTION 1 HEREOF WHEREBY THE MINIMUM SIZE, FRONT YARDS AND SIDE YARDS OF LOTS IN SAID SUBDIVISION WOULD BE REDUCED BELOW THE MINIMUM REQUIREMENTS FOR THE "A" SINGLE FAMILY RESIDENTIAL ZONING DISTRICT IN WHICH SAID TRACT IS CLASSIFIED; AND

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THIS CITY HAS MADE SUCH A REPORT TO THE BOARD OF ALDERMEN OF THIS CITY RECOMMENDING THAT SUCH PROPOSED RESIDENTIAL DESIGNED DEVELOPMENT PERMIT AND PRELIMINARY SUBDIVISION PLAN FOR SAID TRACT OF LAND BE APPROVED IN ACCORDANCE WITH SAID SECTION 15.19; AND

WHEREAS, NOTICE OF A PUBLIC HEARING TO BE HELD BEFORE THE BOARD OF ALDERMEN OF THIS CITY CONCERNING THE AFORESAID PROPOSAL WAS PUBLISHED IN ACCORDANCE WITH SECTION 89.060 MO. REV. STAT. (1959) AND ORDINANCE NO. 225, AS AMENDED, OF THIS CITY; AND

WHEREAS, WRITTEN NOTICE OF THE FILING OF THE AFORESAID PROPOSAL AND OF THE RECOMMENDATIONS OF THE PLANNING AND ZONING COMMISSION WITH REGARD TO THE AFORESAID PROPOSAL AND OF THE PUBLIC HEARING TO BE HELD BEFORE THE BOARD OF ALDERMEN THEREON WAS DULY GIVEN TO ALL PROPERTY OWNERS REQUIRED TO BE GIVEN SUCH WRITTEN NOTICE IN ACCORDANCE WITH ORDINANCE NO. 225, AS AMENDED; AND

Attachment: Westwood on Ladue Ordinance 542 (1202 : RDD Coverage)

WHEREAS, A PUBLIC HEARING HAS BEEN HELD BY THE BOARD OF ALDERMEN OF THIS CITY ON THE 13TH DAY OF APRIL, 1970, AT THE HOUR OF 9:00 P.M., AT THE CITY HALL AND ALL PERSONS WHO PRESENTED THEMSELVES AT SAID PUBLIC HEARING AND DESIRING TO BE HEARD WERE GIVEN AN OPPORTUNITY TO BE HEARD; AND

WHEREAS, THE BOARD OF ALDERMEN OF THIS CITY HAS DETERMINED THAT THERE IS AN EXISTING NEED FOR THE AMENDMENT OF ORDINANCE NO. 225, AS PREVIOUSLY AMENDED; AND

WHEREAS, THE BOARD OF ALDERMEN OF THIS CITY HAS FURTHER DETERMINED THAT A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT SHOULD BE GRANTED FOR SAID TRACT OF LAND AND THAT THE PRELIMINARY SUBDIVISION PLAN FOR SAID TRACT OF LAND SHOULD BE APPROVED UNDER THE PROVISIONS OF SUCH SECTION 15.19, AND THAT SUCH ACTIONS WOULD BE IN THE INTERESTS OF THE PUBLIC HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THIS CITY.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THAT ORDINANCE NO. 225, AS PREVIOUSLY AMENDED, IS HEREBY FURTHER AMENDED AS FOLLOWS:

SECTION 1: A RESIDENTIAL DESIGNED DEVELOPMENT PERMIT IS HEREBY GRANTED FOR THE FOLLOWING DESCRIBED TRACT OF LAND SUBJECT TO THE CONDITIONS AND RESTRICTIONS INCLUDING THOSE AS TO FRONT YARDS AND SIDE YARDS, SHOWN ON THE PRELIMINARY SUBDIVISION PLAN FOR THE FOLLOWING DESCRIBED TRACT OF LAND WHICH PRELIMINARY SUBDIVISION PLAN IS HEREBY APPROVED, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 15.19 OF ORDINANCE NO. 225 AS AMENDED, SUCH PLAN BEING IDENTIFIED BY THE SIGNATURE OF THE CHAIRMAN OF THE PLANNING AND ZONING COMMISSION AND THE MAYOR AS OF THE DATE OF ADOPTION OF THIS ORDINANCE AND ATTESTED BY THE CITY CLERK:

A TRACT OF LAND IN PART OF SECTION 11, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF LADUE ROAD, 60 FEET WIDE, NORTH 88 DEGREES 40 MINUTES WEST, 700.00 FEET FROM ITS INTERSECTION WITH THE WEST LINE OF OAK PARK ESTATES PLAT 3, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DAILY NO. 308

ON FEBRUARY 15, 1955, IN THE ST. LOUIS COUNTY RECORDER'S OFFICE;
 THENCE LEAVING SAID ROAD LINE AND RUNNING SOUTH 0 DEGREES 27 MINUTES
 WEST, 1867.08 FEET TO A POINT; THENCE SOUTH 88 DEGREES 40 MINUTES
 EAST, 700.00 FEET TO A POINT IN THE WEST LINE OF OAK PARK ESTATES
 PLAT 2, A SUBDIVISION OF RECORD IN ST. LOUIS COUNTY; THENCE ALONG
 SAID SUBDIVISION LINE SOUTH 0 DEGREES 27 MINUTES WEST, 483.80 FEET
 TO THE NORTHEAST CORNER OF "VILLA COUBLAY PLAT 2", A SUBDIVISION
 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 102, PAGES 98
 AND 99 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID SUBDIVISION
 LINE NORTH 88 DEGREES 36 MINUTES WEST, 1703.24 FEET TO A POINT IN
 THE EAST LINE OF LADUE ESTATES UNITS NO. 2 AND 3, A SUBDIVISION
 ACCORDING TO THE PLAT THEREOF RECORDED AS DAILY NO. 246 ON JUNE 4,
 1956 IN THE ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE ALONG SAID
 SUBDIVISION LINE NORTH 0 DEGREES 43 MINUTES EAST, 2348.76 FEET TO
 A POINT IN THE SOUTH LINE OF LADUE ROAD, AS AFOREMENTIONED; THENCE
 ALONG SAID ROAD LINE SOUTH 88 DEGREES 40 MINUTES EAST, 992.31 FEET
 TO THE POINT OF BEGINNING AND CONTAINING 61.576 ACRES, MORE OR LESS.

SECTION 2: IF ANY SECTION, SUBSECTION, SENTENCE, CLAUSE
 OR PHRASE OF THIS ORDINANCE IS FOR ANY REASON HELD TO BE UNCONSTITU-
 TIONAL OR VOID, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OF
 THE REMAINING PORTION OF THIS ORDINANCE.

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND
 AFTER ITS PASSAGE AND APPROVAL AS PROVIDED BY LAW.

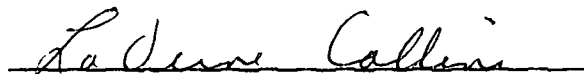
PASSED THIS 8TH DAY OF JUNE, 1970.


 HAROLD L. DIELMANN, MAYOR

APPROVED THIS 8TH DAY OF JUNE, 1970.


 HAROLD L. DIELMANN, MAYOR

ATTEST:


 LAVERNE COLLINS, CITY CLERK



File No. _____

Planning and Zoning Commission Agenda Application
City of Creve Coeur, Missouri

Title of Project: Helmer ResidenceLocation of Project: 169 S. Graesser Road Locator # _____Subject for Agenda: Site AmendmentREPRESENTATIVE: Name Jeffrey BernsteinCompany Jeffrey Homes LLCAddress PO BOX 410056St Louis MO 63141Telephone # 314 574 5703 Fax # 314 432 4163Email jeffreyhomes@sbcglobal.netOWNER: Name Sean + Laura HelmerAddress 169 S Graesser RoadSt Louis MO 63141Telephone # 314.749.0975 Fax # _____APPLICANT:Architect _____ Engineer _____ Contractor X Agent _____ Owner _____

The undersigned hereby requests to be placed on the Agenda for the Planning and Zoning Commission meeting at 7:00 P.M. on Monday, JANUARY 5th, 2015.

Signature [Signature]Title ContractorDate 11/26/14

Paul Langdon, AICP, Director of Community Development
 Whitney Kelly, AICP, City Planner
 Julie Lowery, Secretary (872-2501)

Attachment: Applicants' Submittal (1202 : RDD Coverage)

Please find an application to request a text amendment to the Residential Design District (RDD) established for the Westwood Place Subdivision by Ordinance 542 on June 8, 1970.

Issue:

- Jeffrey Homes LLC is currently building a new home for a Mr. and Mrs. Sean Helmer at 169 S. Graeser in the Westwood Place Subdivision. The lot size is 22,100, approximately a ½ acre lot. The City is enforcing the "A" Single-family residential zoning site coverage of 25%, a percentage that is used primarily on 1 acre lots, and as a result, an undue hardship is being placed upon the lot owner and any similarly disposed properties in the subdivision.

Statement of Facts:

- The original Residential Design Development (RDD) was approved by Ordinance 542 on June 8, 1970.
- Ordinance 542 specifically identifies that the lot sizes, front yards and side yards were reduced below the typical requirements for the "A" Single-family residential zoning district. No mention was made of site coverage.
- Section 405.250 specifically states that District A are predominantly 1 acre lots and are subjected to the 25% site coverage. Hence, a 43,560 sf lot can have 10,890 sf of site coverage.
- Address 169 S. Graeser is 22,100 square feet, approximately ½ acre.
- Section 405.260 specifically states that District B are predominantly single-family detached residences on lots greater than twenty thousand (20,000) square feet and less than one (1) acre and are subjected to the 35% site coverage. Hence, a 21,780 sf lot can have 7623 sf of site coverage.
- The City of Creve Coeur is enforcing the District A site coverage of 25% on address 169 S. Graeser, thus creating a coverage amount of 5525, far less than the typical ½ acre lot coverage of 7623 sf.

Argument:

- The RDD specifically identifies that the lot sizes, front yards and side yards were reduced below the typical requirements for the "A" Single-family residential zoning district so it can be argued that if the green space requirement was a part of the code in 1970, it too would have been increased to accommodate the disparity in lot sizes within the subdivision.
- An inequity is created if the 25% site coverage is applied to all of the homes in the subdivision and it is fair to speculate that careful thought would have been given to the same in the original draft of the RDD. This point can easily be made in that the City does enforce a maximum allowed site coverage in the "A" district of 25% and in the "B" district of 35%.

- The address at 169 S. Graeser does fall within the current category of District B in that it is a single-family detached residences on a lot greater than twenty thousand (20,000) square feet and less than one (1) acre and should be subjected to the 35% site coverage.
- An undue hardship is being placed upon the owner in that they are having to pour a pervious concrete driveway which is an additional \$20,000 above the cost of your typical impervious concrete driveway. This hardship would also be true of the many other lots in the subdivision that are under 1 acre in area.

Solution:

- Making a text amendment to read “that unless otherwise set out in the RDD approval, the square footage of the lot shall be subjected to the site coverage percentage that is equivalent to the next higher (more dense) zoning category”, in this case Zoning B.

Kelly, Whitney

From: Sheila Rosenfeld <rosenfeldsheila@yahoo.com>
Sent: Monday, January 05, 2015 4:24 PM
To: Kelly, Whitney
Subject: Rezoning Hearing of Jan 20, 2015 of 169 S Graeser

Dear Honorable Planning & Rezoning Commission:

This rezoning hearing is addressing the issue of allowing developments to occupy 35% of the available land rather than the present 25%. This would potentially allow an increase of 40% in home size.

I have been a resident of this subdivision (Westwood Place) since 1978 and live across the street from 169 S. Graeser Rd. I believe that the city ordinances should protect present landowners. All of us in this subdivision bought homes here knowing what the allowable development size is. Rules should not be changed mid-stream.

One of the beauties of the our subdivision is the amount of open space surrounding each home and the large amount of land between homes.

I believe that allowing homes to occupy 35% of the available land will detract from the beauty of the area and will cause a drop in property values. Homes will be built from the extreme side and rear lot allowables and one will sit on top of another. I can envision that future homes would be 40 % larger than the home now under construction at 169 S. Graeser Rd. if this change is made.

I am adamantly against increasing the permissible development size.

Respectfully yours,

Alfred Rosenfeld
 158 S. Graeser Rd

Attachment: All comments received by 1-16-2016 (1202 : RDD Coverage)

Kelly, Whitney

From: David Caldwell <davidc@granprixbowling.com>
Sent: Tuesday, January 06, 2015 2:32 PM
To: Kelly, Whitney
Cc: Langdon, Paul
Subject: Re: 169 S. Graeser

Thank you for the information. I do not think a text amendment is appropriate- too many unintended consequences. As to this project, it is already much to large for the lot. This is something that should be addressed in the tear-down-rebuild subject.

dc

----- Original Message -----

From: [Kelly, Whitney](#)
To: ['David Caldwell'](#)
Cc: [Langdon, Paul](#)
Sent: Monday, January 05, 2015 3:35 PM
Subject: RE: 169 S. Graeser

Mr. Caldwell,

I have attached a copy of the Applicant's reasoning for the text amendment that answers most of your questions. Site coverage for residential lots includes that area that is covered by impermeable surfaces such as the main building, accessory buildings, patios and driveways, but not include swimming pools, spas or sidewalks or pool decks of four (4) feet or less in width. The subdivision received RDD approval in 1970 that took the lot to 22,100 square feet.

The building plans submitted indicate that the home is 4,448.46 sq. ft. (20.13%), patio/deck is 607.14 sq. ft. (2.75%), and walkway over four feet in width is 144,26 sq. ft. (0.65%) for a total site coverage of 23.5%. The circular driveway is to consist of permeable concrete in order to meet with the definition of the greenspace and not count as coverage is 3,130.01 sq. ft. (or 14.16%). A pool was not included in the plans. The Applicant is seeking the text amendment to increase site coverage to 35% in order to complete the driveway as a regular impermeable concrete drive, and not have to go with the extra expense and maintenance of the permeable pavers. The Applicant could look into purchasing the land along Brooktrail Court to make his lot bigger, but I don't know if such purchase is possible. With additional property or with the use of permeable concrete/pavers, the issue of site coverage on this property is resolved. However, this has been a common issue on other older RDD's where site coverage was not defined.

I will be happy to send along the Staff Report as soon as it is completed. If you have any other questions, feel free to contact me.

Sincerely,
 Whitney

Whitney Kelly, AICP
 City Planner
 t: (314) 442-2087

 Please don't print this e-mail unless you really need to. [Be Green!](#)

From: David Caldwell [mailto:davidc@granprixbowling.com]
Sent: Monday, January 05, 2015 1:33 PM
To: Kelly, Whitney

Attachment: All comments received by 1-16-2016 (1202 : RDD Coverage)

Cc: Langdon. Paul
Subject: 169 S. Graeser

Ms. Kelly-

Would you please provide information on the reason for the application. The house is well under construction, so it seems too late to make a change. Specifically,

- (1) Does a swimming pool count towards the coverage and is that the reason for the application?
- (2) Do driveways and sidewalks count towards the coverage and does the site plan include a circle driveway?
- (3) What is the square footage of the lot and how many square feet is the plan over the allowed amount?
- (4) Would the problem be eliminated if the property owner was able to acquire the sliver of land along N. Brooktrail, or would that just cause a problem for that property owner?
- (5) Is there any way to solve the problem other than a text amendment?

Please send me a staff report when it is available.

Thank you,
 David Caldwell
 257 Brooktrail Ct.

 If you have received this message by mistake, please notify the City of Creve Coeur IT Coordinator (314-872-2509) and delete this message from your system. All email to and from the City are checked for viruses. Although this e-mail and any attachment(s) are believed to be free of any virus, worm, or other digital illness or defect that might affect any computer system that receives and opens this message, it is the responsibility of the recipient to make sure that it is free from any virus or other defect. The City does not accept, and specifically disclaims, any responsibility or liability for any loss or damage arising from the receipt or use of this message, and any attachment(s) in any way.

Attachment: All comments received by 1-16-2016 (1202 : RDD Coverage)

Kelly, Whitney

From: David Caldwell <davidc@granprixbowling.com>
Sent: Sunday, January 11, 2015 6:34 PM
To: Kelly, Whitney
Cc: Langdon. Paul
Subject: Proposed text amendment

Ms. Kelly, Planning & Zoning commissioners

I believe the purpose of RDD's was to allow development of housing in 1 acre zoning to accommodate topographical impediments, while retaining as much as possible the character of the original zoning. The proposed text amendment is not consistent with maintaining an "open" character. The proposed text amendment would have a significant impact on future tear down - rebuild and remodel projects in RDD's. The effect would be to make houses even less compatible with the neighborhoods than they are now, which would exacerbate an existing problem. It has been suggested that tear down - rebuild standards be considered as part of the comp plan study. That would be an appropriate time to consider this text amendment.

David Caldwell
 257 Brooktrail Ct.

----- Original Message -----

From: [Kelly, Whitney](#)
To: 'David Caldwell'
Cc: [Langdon. Paul](#)
Sent: Tuesday, January 06, 2015 3:12 PM
Subject: RE: 169 S. Graeser

Thank you for your comments. I will forward them to the Planning and Zoning Commission for consideration.

Sincerely,
 Whitney

Whitney Kelly, AICP
 City Planner
 t: (314) 442-2087

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From: David Caldwell [mailto:davidc@granprixbowling.com]
Sent: Tuesday, January 06, 2015 2:32 PM
To: Kelly, Whitney
Cc: Langdon. Paul
Subject: Re: 169 S. Graeser

Thank you for the information. I do not think a text amendment is appropriate- too many unintended consequences. As to this project, it is already much to large for the lot. This is something that should be addressed in the tear-down-rebuild subject.

dc

----- Original Message -----
From: [Kelly, Whitney](#)

Attachment: All comments received by 1-16-2016 (1202 : RDD Coverage)

To: 'David Caldwell'
Cc: Langdon. Paul
Sent: Monday, January 05, 2015 3:35 PM
Subject: RE: 169 S. Graeser

Mr. Caldwell,

I have attached a copy of the Applicant's reasoning for the text amendment that answers most of your questions. Site coverage for residential lots includes that area that is covered by impermeable surfaces such as the main building, accessory buildings, patios and driveways, but not include swimming pools, spas or sidewalks or pool decks of four (4) feet or less in width. The subdivision received RDD approval in 1970 that took the lot to 22,100 square feet.

The building plans submitted indicate that the home is 4,448.46 sq. ft. (20.13%), patio/deck is 607.14 sq. ft. (2.75%), and walkway over four feet in width is 144,26 sq. ft. (0.65%) for a total site coverage of 23.5%. The circular driveway is to consist of permeable concrete in order to meet with the definition of the greenspace and not count as coverage is 3,130.01 sq. ft. (or 14.16%). A pool was not included in the plans. The Applicant is seeking the text amendment to increase site coverage to 35% in order to complete the driveway as a regular impermeable concrete drive, and not have to go with the extra expense and maintenance of the permeable pavers. The Applicant could look into purchasing the land along Brooktrail Court to make his lot bigger, but I don't know if such purchase is possible. With additional property or with the use of permeable concrete/pavers, the issue of site coverage on this property is resolved. However, this has been a common issue on other older RDD's where site coverage was not defined.

I will be happy to send along the Staff Report as soon as it is completed. If you have any other questions, feel free to contact me.

Sincerely,
 Whitney

Whitney Kelly, AICP
 City Planner
 t: (314) 442-2087

 Please don't print this e-mail unless you really need to. Be Green!

From: David Caldwell [<mailto:davidc@granprixbowling.com>]
Sent: Monday, January 05, 2015 1:33 PM
To: Kelly, Whitney
Cc: Langdon. Paul
Subject: 169 S. Graeser

Ms. Kelly-

Would you please provide information on the reason for the application. The house is well under construction, so it seems too late to make a change. Specifically,

- (1) Does a swimming pool count towards the coverage and is that the reason for the application?
- (2) Do driveways and sidewalks count towards the coverage and does the site plan include a circle driveway?
- (3) What is the square footage of the lot and how many square feet is the plan over the allowed amount?
- (4) Would the problem be eliminated if the property owner was able to acquire the sliver of land along N. Brooktrail, or would that just cause a problem for that property owner?
- (5) Is there any way to solve the problem other than a text amendment?

Please send me a staff report when it is available.

Thank you,
 David Caldwell
 257 Brooktrail Ct.

Attachment: All comments received by 1-16-2016 (1202 : RDD Coverage)

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Attachment: All comments received by 1-16-2016 (1202 : RDD Coverage)



city
of

CREVE COEUR

7.4.a

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(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

**APPLICATION TO PLANNING AND ZONING COMMISSION
#14-043 FOR THE SITE DEVELOPMENT PLAN APPROVAL FOR THE
WESTGATE CENTRE MONUMENT SIGN
AT 12320 OLIVE BOULEVARD**

FOR THE MEETING OF: January 20, 2015

LOCATION: 12320 Olive Boulevard, at the southeast corner of Olive Boulevard and Tempo Drive, Westgate Centre.

REQUEST: An application has been submitted for minor site development plan approval of a 40 square-foot, 12-foot tall monument sign for the Westgate Centre. The applicant will be removing the existing non-conforming sign.

ADDITIONAL INFORMATION: Section 405.950 of the City's Sign Regulations allows a project or development with a site area of more than five acres to seek approval of such a sign, subject to certain requirements, with review by the Planning and Zoning Commission in accordance with Section 405.1080, subject to certain conditions. Westgate Centre is approximately 7.1 acres. City Council action is not required.

Key Issues:

- Does the request integrate with the existing surrounding uses?
- Does the request meet the requirements of the Sign Regulations?

Comprehensive Plan References

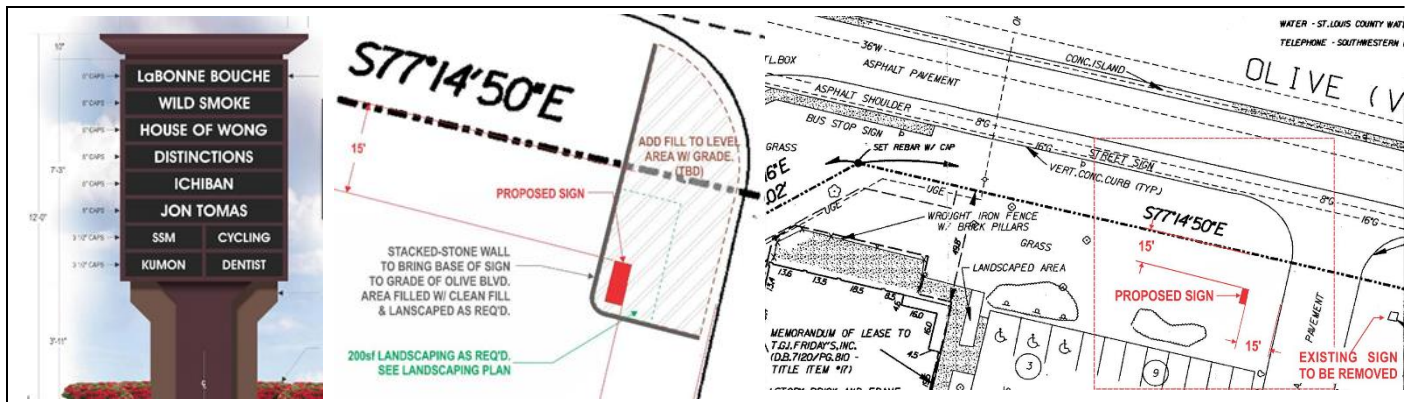
- West Olive Corridor Action Area
- Design Guidelines

Zoning Code References

- Section 405.950: Signs in Non-Residential Districts
- Section 405.1080. Site Concept, Site Development and Minor Site Plan Approval.

APPLICANT: Jon Krone
Warren Sign Co.
2955 Arnold Tenbrook Road
Arnold, MO 63010

PROPERTY OWNER: Solon Gershman Real Estate
7801 Forsyth Blvd. 3rd Floor
Clayton, MO 63105



REPORT PREPARED BY:

Whitney Kelly, AICP

Date

ATTACHMENTS: Applicant's Materials submitted January 5, 2015

PROPOSAL

The Applicant is seeking approval of the site development plan for a new monument sign. The overall sign is designed to fit in with the architecture of the shopping center and is set back 15 feet from the property line. The grade will be adjusted by approximately four feet to raise the slope to that along Olive Boulevard and landscaping is provided around the base of the structure.



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Retail/Office: Woodcrest Shopping Center, American Eagle Credit Union	"CB" Core Business	Olive Boulevard
South	Office	"PC" Planned Community District	NA
East	Office	"PC" Planned Community District	NA
West	Retail/Apartment	"MX" Mixed Use District/ "AR" Attached Single Family Residential	Tempo

COMPREHENSIVE PLAN REVIEW

The subject site is located within the West Olive Corridor Action Area of the Comprehensive Plan. The West Olive Corridor possesses a mix of residential and commercial structures but has an overall commercial character. Recommendations for this area include tightening sign controls to reduce the size of allowable signs along Olive Boulevard and limit types of materials and colors to ensure more muted signage that projects a better quality image for the corridor. Another goal is to improve the City's sign regulations to increase the consistency and

compatibility of signage (Page 62) and create a “green line” park long Olive Boulevard through additional landscaping, preservation of existing trees, and sidewalk construction (page 63).

The City’s Sign Regulations were revised in 2012 to address the content neutrality of signs, and to create simpler regulations and consistency through-out the code. As part of the revisions, ground signs were given a variety of sizes based on the size of the development to allow for tenant identification within retail centers. Shopping centers of over five acres are allowed one monument sign of up to 12 feet in height and 40 square feet of sign area, provided that such signs are setback 15 feet from the public right-of-way.

The overall design of the proposed structure is in keeping with the overall intent of the Comprehensive Plan through the use of muted colors and consistent design with the shopping center building. However, the submitted Landscape Plan is very limited in nature and does not meet with the intent of the “green line” park, nor does it provide screening of the retaining wall, as recommended by the Design Guidelines discussed further below. The landscaping should provide a balance with the structure and provide a natural flow along Olive Boulevard, instead of simply a tight-low design around the base of the sign. Therefore, Staff recommends that a condition of approval include a revised Landscape Plan to meet with the intent of the “green line” park of the Comprehensive Plan.

DESIGN GUIDELINES

The City’s Design Guidelines recommends that all signs are to be architecturally integrated and complementary to their surroundings in terms of size, shape, color, texture, and lighting. Signs are also to complement the overall design of the building and are not to be designed to be in visual competition with other signs in the area. The Design Guidelines provide further recommendations to minimize the height and length of retaining walls and screen with appropriate landscaping. Retaining walls should be designed to incorporate elements of other architectural features or natural features of the project. Materials utilized for the retaining wall should match the primary building materials. Plantable walls allowing for the growth of vegetation are encouraged. Retaining walls in excess of four-feet should be terraced with a minimum 4-foot deep, plantable, terrace separation between levels, and to provide irrigation for all retaining wall landscaping. (Page 20). As indicated earlier, the overall design of the sign is in keeping with the architecture, color and shape, of the building. However, the submitted landscape plan is limited, and does not provide any screening of the newly created retaining wall. The sign rendering indicates that the retaining wall height will be verified in the field to bring the overall height of the sign twelve feet above grade of the adjacent road, however no specific height is provided. Prior discussions estimate that the grade change is approximately three to four feet. Therefore, Staff recommends that a condition of approval include a revised landscape plan that furthers the intent of the Design Guidelines and Comprehensive Plan, and provides specific information on the retaining wall as required for a building permit and site improvement permit.

SIGN REGULATIONS

As discussed earlier, the City revised the Sign Regulations to address the content neutrality of signs, and to create simpler regulations and consistency throughout the code. As part of the revisions, ground signs were increased based on the size of the development of allow for tenant identification within retail centers, in exchange for the elimination of the “Common Sign Plan-all non-residential districts” provision wherein larger commercial developments could apply for a 20% bonus in sign area, with a limit of one freestanding sign for each street frontage and

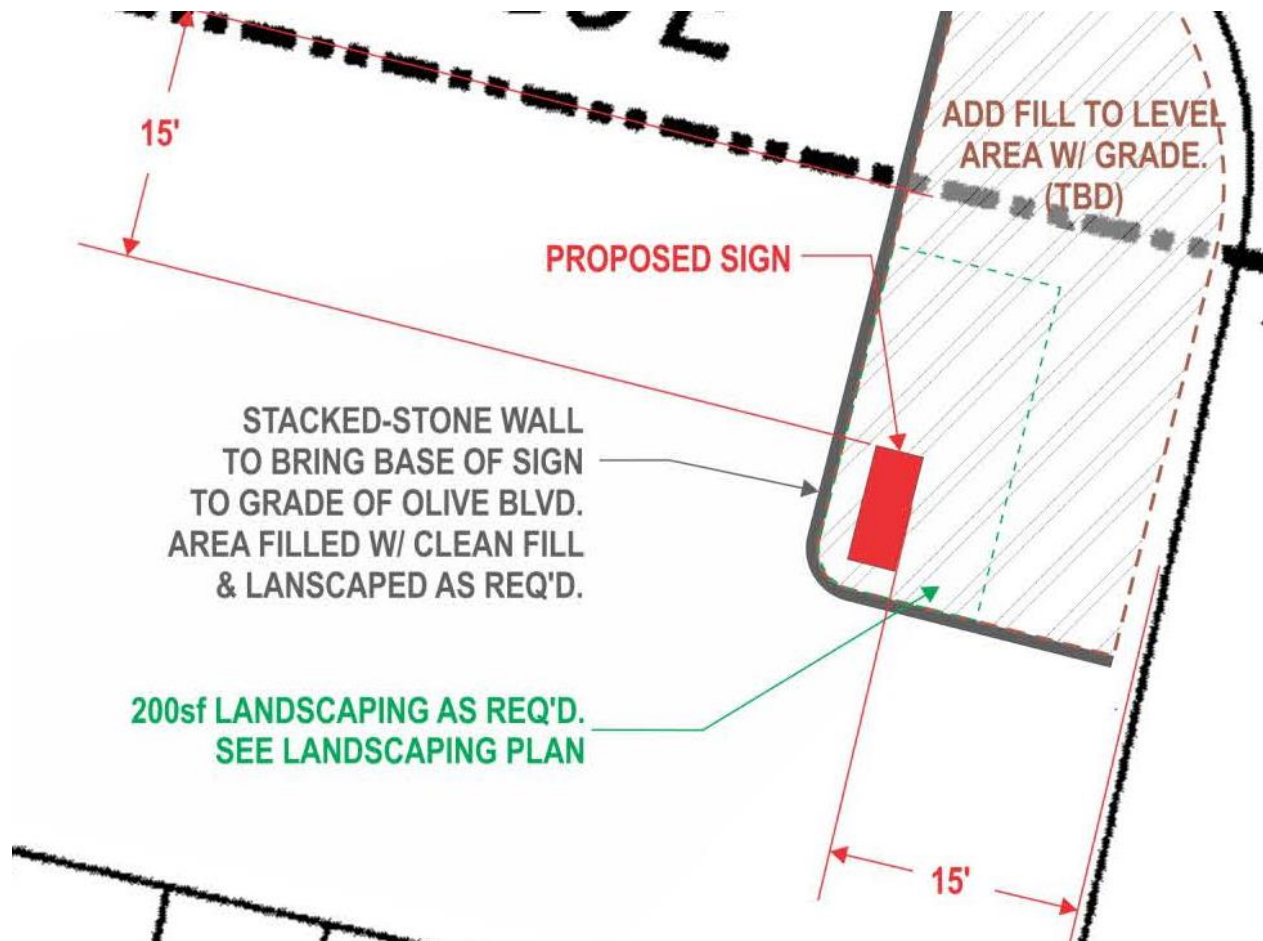
requiring shared or common appearance of signs. The change allowed for all non-commercial properties over five acres to seek one monument sign of up to 12 feet in height and 40 square feet of sign area, provided that such signs are setback 15 feet from the public right-of-way, per the following:

SECTION 405.950: SIGNS IN NON-RESIDENTIAL DISTRICTS

C. Low monument signs.

4. A project or development with a site area of more than five (5) acres shall, by site development plan approval in accordance with Section 405.1080, be permitted a single low monument sign that contains not more than forty (40) square feet of sign area per sign face, with not more than two (2) sign faces, that is not more than twelve (12) feet in height, that is setback at least fifteen (15) feet from the right-of-way, and that is located a minimum of one hundred and fifty (150) feet from any other ground sign on other property on the same side of the street. The Zoning Administrator may authorize a variance from the separation requirement for good cause of up to fifty (50) lineal feet.
5. A landscaped area located around the base of the ground graphic equal to two and one-half (2.5) square feet for each square foot of ground graphic area allowed is required for all low monument signs.

All of the Sign Regulations have been met. The sign is setback 15 feet from the property line, is more than 150 feet from the existing real estate sign and the "Westgate" sign in the median of Olive Boulevard and Tempo Drive, and has the appropriate landscaped area of 200 square feet. Also, the existing non-conforming sign will be removed. The detail of the site development plan is shown below:



SUMMARY AND RECOMMENDED CONDITIONS OF APPROVAL

The only real issue for this project is the level of landscaping indicated and whether or not it meets with the intent of a “green line” park. If the Commission members feel that the Applicant and Staff has been given enough direction to review a revised landscape plan without further P&Z review, they should consider approval subject to vote on a recommendation to the City Council per the conditions discussed in the staff report listed below:

- Prior to the issuance of the sign permit, the Applicant shall submit a revised Landscape Plan to further the goals and objectives of the Comprehensive Plan and Design Guidelines for the Zoning Administrator’s approval. Any disagreement on the intent of the recommendations and design of the landscaping shall prompt additional review by the Planning and Zoning Commission.
- The Applicant is required to submit a Site Improvement Permit application, showing all exterior improvements, as required by Section 420.070 of the Land Disturbance Code and in substantial conformance with “Site Development Plan,” received, January 5, 2015 with a revised Landscape Plan.
- The Applicant shall submit a Building Permit application, as required by Article II of the Building Code for the retaining wall, as well as provide structural information for the footing and foundation for the proposed sign, in substantial conformance with the and “40sf D/F Tenant Monument” Sign Drawings and the “Site Development Plan” dated January 5, 2015, as bound together and submitted in conjunction with Application #14-043.
- All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
- The existing non-conforming sign on the property shall be removed before completion of the installation of the new sign.

MOTION

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

“I move to ~~recommend~~ approval of Application #14-043 for the site development plan for the monument sign for Westgate Centre, subject to the conditions contained in the staff report prepared for the meeting of January 20, 2015” (conditions may be added, eliminated, or modified by preceding motion).

If the Members wish to see a revised draft Landscape Plan prior to approving the site development plan for the proposed sign, then they should recommend to continue the discussion to the meeting of February 2nd, 2015.

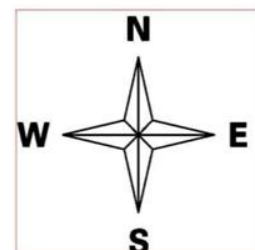
APPENDIX 1: COMPREHENSIVE PLAN

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

Photo Date: 11/13/2013 and 05/08/2014



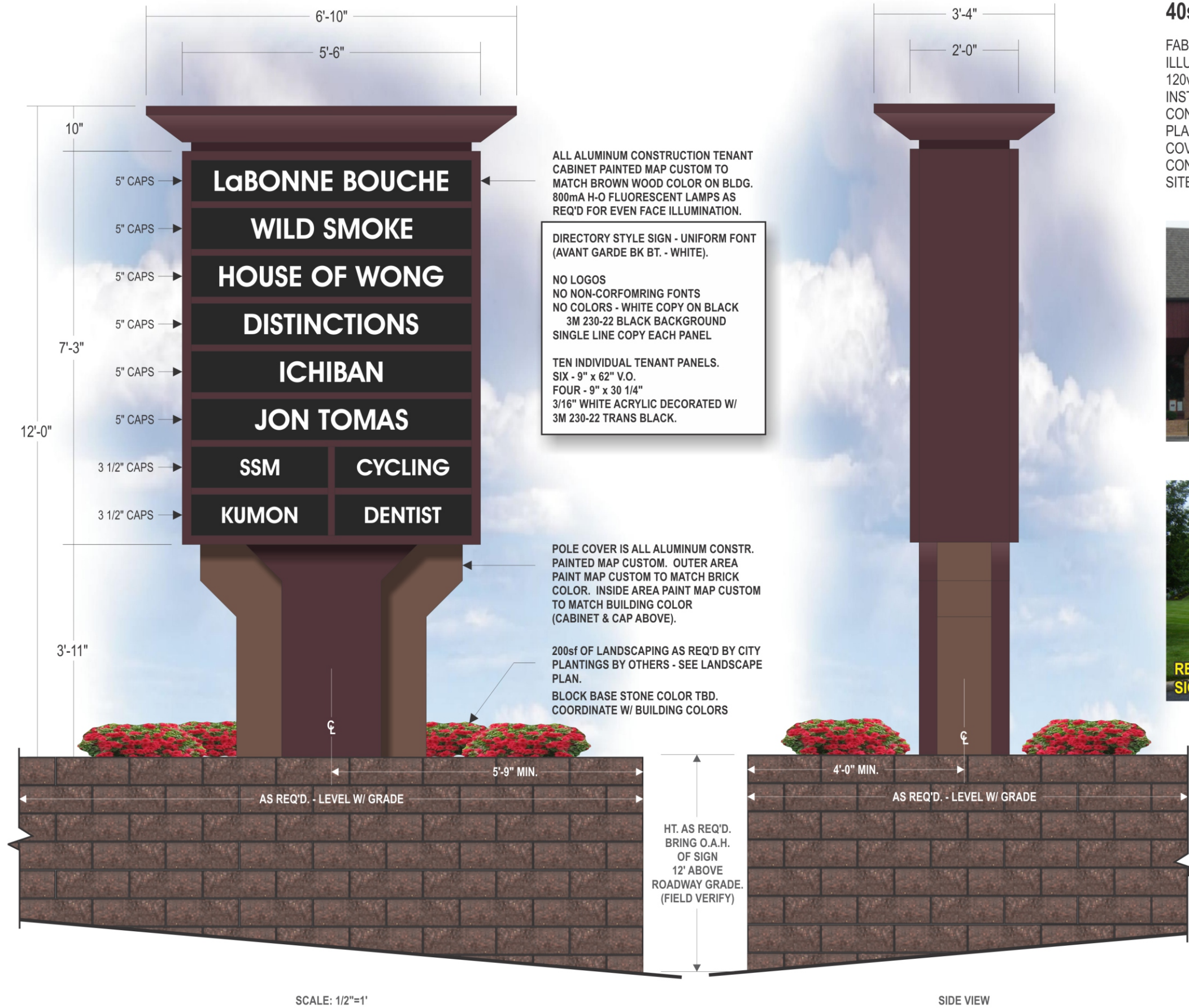
Description: View looking east along Olive Boulevard at the existing real estate sign and the Westgate Centre sign. Note that the public notice sign in the lower right corner is in the approximate location of the proposed sign.



Description: View looking east directly at the proposed location of the sign with the existing Westgate Centre Sign. The poles mark the property line, and five foot increments.



Description: View looking west along Olive Boulevard at the existing ground sign.



40sf D/F Tenant Monument

FABRICATE & INSTALL ONE NEW D/F INTERNALLY ILLUMINATED TENANT SIGN AS SHOWN. 120v CIRCUIT(S) TO SIGN BY OTHERS BEFORE INSTALLATION. WARREN SIGN TO MAKE FINAL CONNECTION. SIGN IS UL LISTED. FINAL PLACEMENT OF SIGN TBD. CABINET & POLE-COVER SLIDES OVER STEEL POLE(S) SET INTO CONCRETE FOOTINGS AS REQ'D. FIELD SURVEY SITE & BUILDING COLORS BEFORE PRODUCTION.



WARRENSIGN

2955 Arnold Tenbrook Rd.
St. Louis, MO 63010
P: 636-282-1300 F: 636-282-3388

CLIENT
Westgate Centre

PROJECT
Monument Sign

LOCATION
Creve Coeur, MO

SCALE
As Noted

DATE
06.21.2013

DESIGNED BY
Scott A. Wynn

SAVED AS
Westgate Monument

DRAWING NO.
JK061313.2 ©

REVISIONS

- 103114 ADDED BLOCK BASE
- 111114 TENANT PANEL CONFIG.
- 123014 LANDSCAPING
- 010214 STONE WALL EXTEND TO GRADE



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warrensian.com

Attachment: Westgate Monument_010215 (1201 : Westgate Centre Monument Sign)





FOCAL POINTE

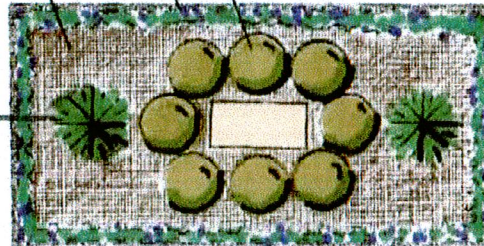
OUTDOOR SOLUTIONS, INC.

Optional Seasonal Color

60 Variegated Liriope

8 Wintergem Boxwood

2 Hetz Juniper



WESTGATE CENTRE

SCALE: 1"=8'







city of

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APPLICATION TO PLANNING AND ZONING COMMISSION

#14-044 FOR A CONDITIONAL USE PERMIT FOR A

CRUSHED RED RESTAURANT AT 11635 OLIVE BOULEVARD

FOR THE MEETING OF: January 20, 2015

LOCATION: 11635 Olive Boulevard, within the CityPlace Mixed Use development.

REQUEST: Powell Kalish, of OTRR-CC LLC dba Crushed Red, has submitted an application for a conditional use permit for a 3,303 square-foot restaurant, with 100 indoor seats and 32 outdoor seats, at 11635 Olive Boulevard within the CityPlace Mixed Use development. Crushed Red will be locating in a former hair salon space.

ADDITIONAL INFORMATION: The subject property is zoned CB (Core Business) District. All full-service restaurants (NAICS 722511) are permitted as conditional uses with review and approval by the City Council upon the recommendation of the Planning and Zoning Commission. The Applicant is not pursuing any changes to the exterior of the building or site, except to add outdoor seating in front of the space.

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?

Comp. Plan References

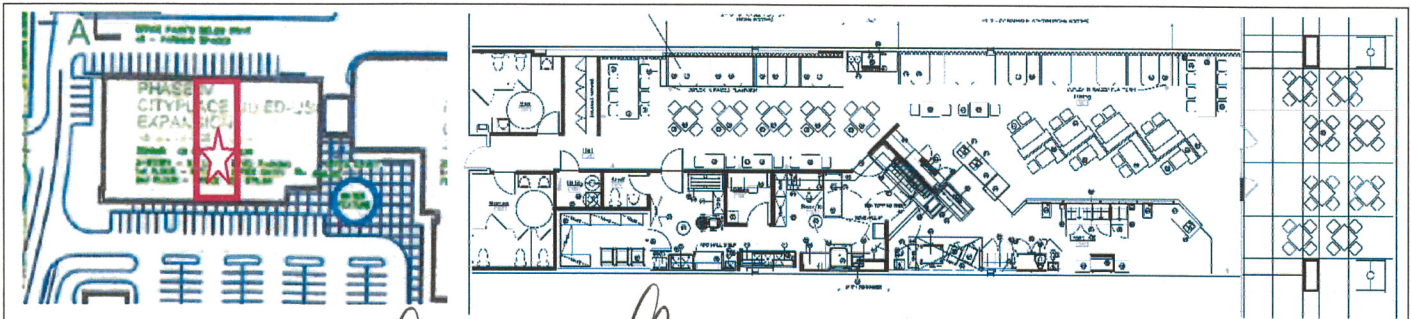
- NA

Zoning Code References

- Section 405.210: Regulation of Uses
- Section 405.370: "CB" Core Business District
- Section 405.470 Conditional Uses
- Section 405.820 Required Off-Street Parking Spaces

APPLICANTS: Powell Kalish
OTRR-CC, LLC dba Crushed Red
8007 Maryland Ave.
Clayton, MO 63105

PROPERTY OWNER: Redico
One Towne Square, Suite 1600
Southfield, MI 48076



REPORT PREPARED BY:

Whitney Kelly, AICP, City Planner

1/16/2015
Date

ATTACHMENTS: Applicant's Materials received December 18, 2014
Draft Ordinance

Attachment: 14-044.11635 Olive Blvd. Crushed Red CUP.Staff Report.1-20-2015 (1199 : Crushed Red CUP)

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. The goals listed under the Community Health and Connectivity of the Comprehensive Plan include requiring new commercial, institutional, and multi-family development or redevelopment to include public amenities such as pedestrian connections, bicycle facilities, public sitting/gathering areas, and open space, as appropriate (page 22). The outdoor seating provides public sitting amenities. Therefore, the request meets with the Goals and Objectives of the Comprehensive Plan, in as much as this project can provide.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing an existing tenant space within the CityPlace Retail/Mixed-Use Development that includes a mixture of retail and second floor offices. No changes to the exterior of the building or site have been requested.

Use Intensity:

Section 405.470(14)(b) limits food services and drinking places to no more than 40% of the building square footage collectively in the "CB", "PO", "PC" and "LI" Districts for properties that are less than two acres. The CityPlace Mixed-Use/Retail site is 4.29 acres, thus the limit on restaurant square footage within the building does not apply.

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.

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area. Based on this, the required parking for Crushed Red is a total of 51 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. Finally, it is anticipated that many of the lunch time patrons would be employees of the offices within the CityPlace complex, and parking for those individuals are accounted for within the REA. 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 and Staff observations of the site indicate that there will not be a problem created by this this tenant.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements, in the same degree or greater than the prior use, of the Comprehensive Plan and Zoning Ordinances. Staff recommends approval subject to the conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of 3,303 square foot eating and drinking establishment at 11635 Olive Boulevard.
2. Maximum seating permitted is limited to 100 indoor seats and 32 outdoor seats.
3. Hours of operation shall be 11:00 a.m. to 9:00 p.m., Sunday through Thursday, and 11:00 a.m. to 10:00 p.m. Friday and Saturday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the complex within the service area or structured parking deck in conformance with the management's operational requirements.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
6. 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 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 #14-044 for a Conditional Use Permit for an eating and drinking establishment for Crushed Red located at 11635 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report dated January 20, 2014" (conditions may be added, eliminated, or modified by preceding motion).

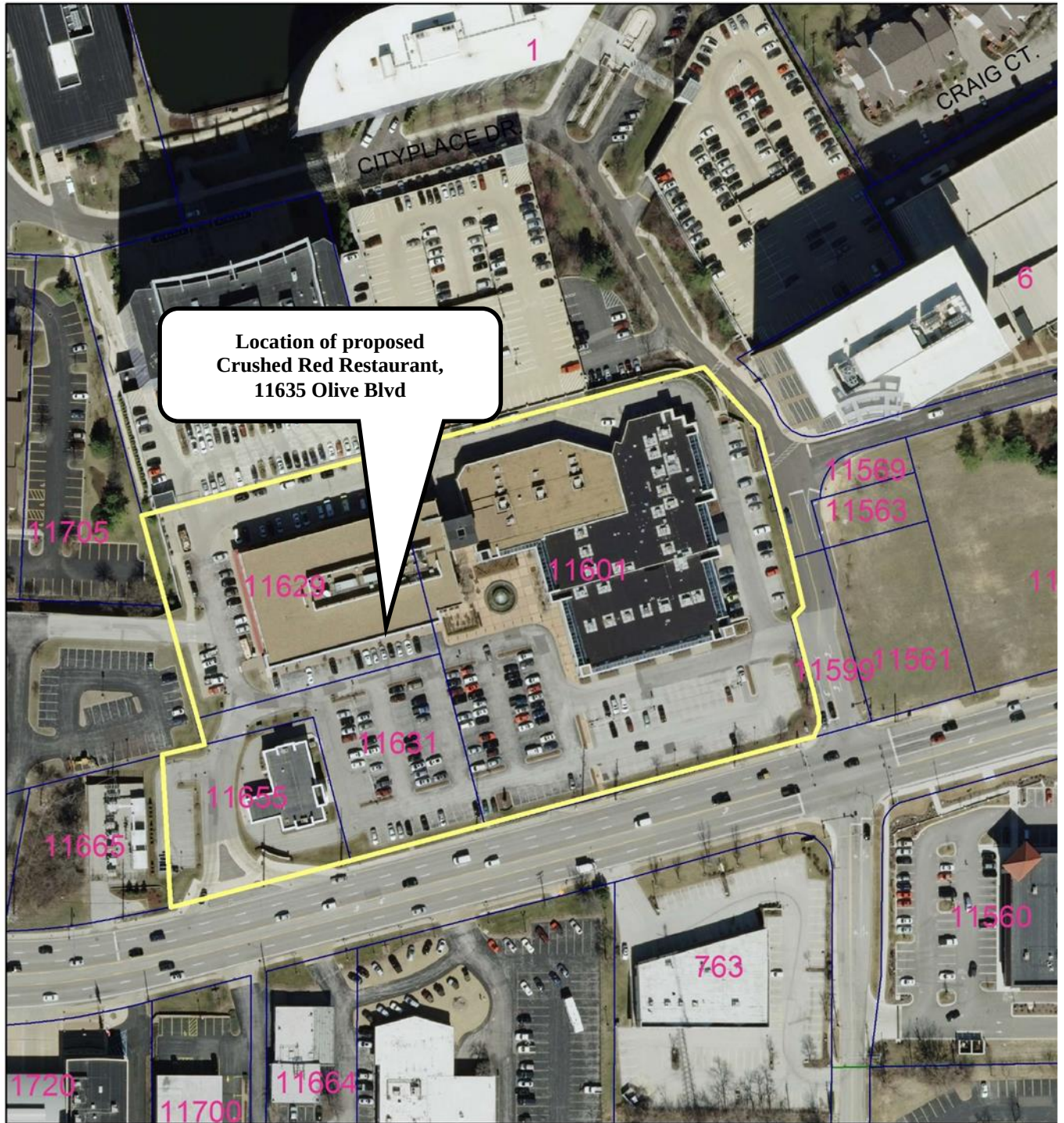
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

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



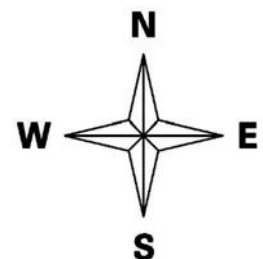
Attachment: 14-044.11635 Olive Blvd. Crushed Red CUP. Staff Report.1-20-2015 (1199 : Crushed Red CUP)



Property lines



CityPlace Mixed-Use / Retail Development



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 1-16-2015



Description: View looking north at the proposed tenant space from the Parking lot.



Description: Closer view looking north of the tenant space.



Description: View looking south toward Olive Boulevard from the tenant space.

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR A 3,303 SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT
LOCATED AT 11635 OLIVE BOULEVARD WITHIN
THE CITYPLACE MIXED-USE/RETAIL DEVELOPMENT**

WHEREAS, under Section 405.370(C), all eating and drinking places 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, an application was submitted by Powell Kalish, of OTRR-CC LLC dba Crushed Red for a conditional use permit for a 3,303 square-foot restaurant, with 100 indoor seats and 32 outdoor seats, at 11635 Olive Boulevard within the CityPlace Mixed-Use development; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, January 20, 2015, beginning at 7:00 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 January 20, 2015; 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.

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 restaurant located at 11635 Olive Boulevard, in the “CB” Core Business zoning district, within the CityPlace Mixed-Use Development, whose legal description is as follows:

Attachment: 14-044 11635 Olive Blvd Crushed Red CUP Draft Ordinance 1-20-2015 (1199 : Crushed Red CUP)

BILL NO. _____

ORDINANCE NO. _____

INSERT LEGAL DESCRIPTION

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 3,303 square foot eating and drinking establishment at 11635 Olive Boulevard.
2. Maximum seating permitted is limited to 100 indoor seats and 32 outdoor seats.
3. Hours of operation shall be 11:00 a.m. to 9:00 p.m., Sunday through Thursday, and 11:00 a.m. to 10:00 p.m. Friday and Saturday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the complex within the service area or the structured parking deck in conformance with the management's operational requirements.
5. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
6. 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 Ordinance No. 5386.
7. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
8. Any mechanical equipment installed for the site shall be properly screened with approved materials.
9. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
10. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
11. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
12. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

BILL NO. _____

ORDINANCE NO. _____

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 3 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 _____, 2015.

CHARLOTTE D'ALFONSO
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2015.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: 14-044 11635 Olive Blvd Crushed Red CUP Draft Ordinance 1-20-2015 (1199 : Crushed Red CUP)

Conditional Use Permit – Creve Coeur **Crushed Red**

General Description of Business:

Crushed Red Urban Bake & Chop Shop is a locally owned, fast casual restaurant concept that features chopped-to-order salads, hand-stretched pizzas and all-natural soups as well as a selection of beers, wines and non-alcoholic beverages. Our successful “artisan fast” concept was developed by a team that includes restaurateurs and food industry experts who have a combined 114 years of experience.

Not only do we pride ourselves on healthy, delicious food, but also our well-designed restaurants that produce very little waste. We’ve designed them this way because we care about our guests, and the impact we have on our community and the world around us.

Rationale:

Crushed Red Urban Bake & Chop Shop fills a niche in the upscale fast casual restaurant market for competitively priced, healthy food. Our restaurants appeal to everyone from the businesswoman who only has thirty minutes on her lunch break, to the father with three kids who each want their own personalized pizza. We feel that our combination of healthy food, attractive interiors and almost zero waste make Crushed Red an asset to any municipality. It is important to note that while Crushed Red offers beer & wine, it does not have a physical bar. Crushed Red has an established reputation in St. Louis as a family restaurant.

Tenant Contact:

Crushed Red
8007 Maryland Ave.
Clayton, MO 63105
314.267.1686 cell
Point of Contact: Chris LaRocca
clarocca@crushed-red.com

Shamel Contracting

11749 Avery
Bridgeton, MO 63044
Contact: Bob Shamel
e 314.393.0309
shamelcontracting@yahoo.com

New Location for:

Crushed Red
Urban Bake & Chop Shop

City Place Retail
11635 Olive Boulevard
Creve Coeur, MO 63141

12-17-14 CUP PLAN

Conditional Use Plan

CUP-1

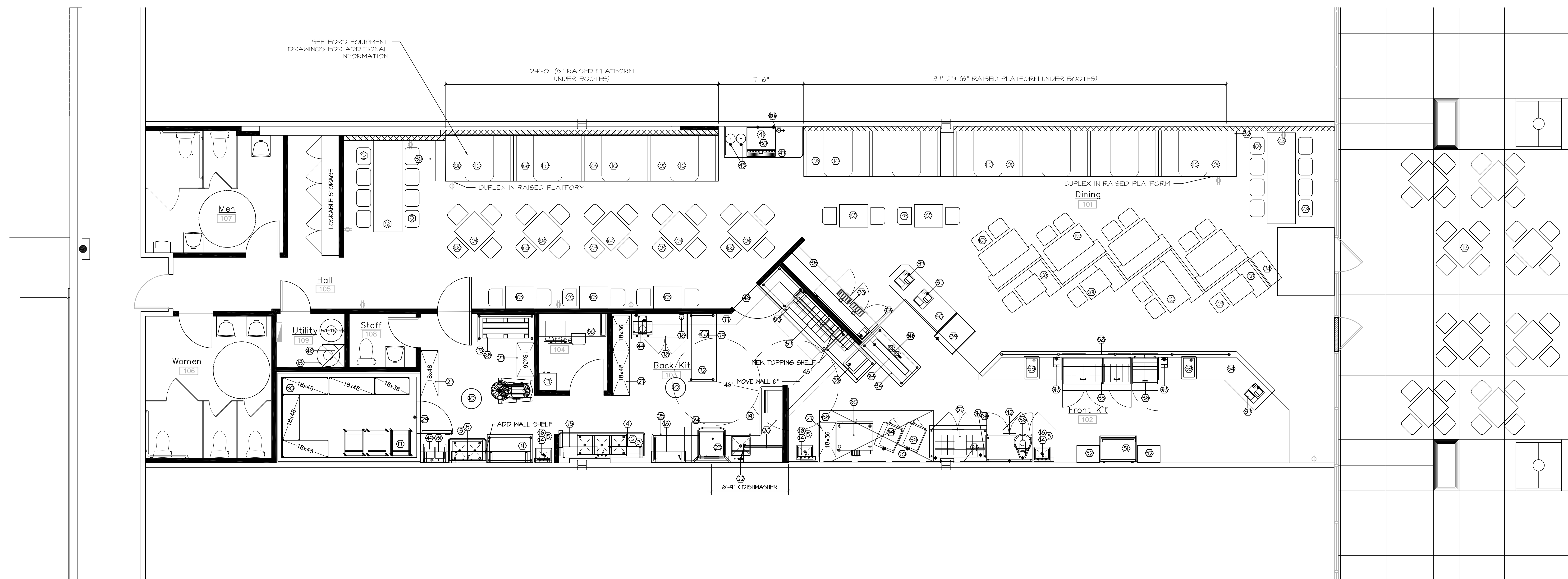
Crushed Red
Creve Coeur
2014.28

EQUIPMENT SCHEDULE			EQUIPMENT SCHEDULE		
MK.	QTY	DESCRIPTION	MK.	QTY	DESCRIPTION
1	1	GREASE TRAP - BY OTHERS	40	1	WINE HOST COUNTER
2	1	SINK, THREE COMPARTMENT	41	1	SODA DISPENSER - BY VENDOR
3	LOT	FAUCET & LEVER DRAINS	42	1	REFRIGERATOR, UNDERCOUNTER
4	1	WALL SHELF W/ POT RACK	43	-	- SPARE NUMBER -
5	-	- SPARE NUMBER -	44	1	TEA BREWER - BY VENDOR
6	-	- SPARE NUMBER -	45	2	ICE TEA DISPENSER
7	-	- SPARE NUMBER -	46	1	SWING DOOR
8	1	2 COMP. PREP SINK	47	1	BEVERAGE COUNTER
9	1	WORK TABLE, 30 x 48"	48	1	MOP SINK - BY PLUMBER
10	3	RECYCLABLE WASTE CONTAINER	49	1	BAG-N-BOX SODA SYSTEM - BY VENDOR
11	-	- SPARE NUMBER -	50	1	DESK & CABINETS - BY OTHERS
12	-	- SPARE NUMBER -	51	1	OPEN AIR REFRIGERATED DISPLAY
13	1	WATER HEATER - BY OTHERS - SUSPEND ABOVE	52	2	CUSTOM PLATE / BOWL DISPLAY
14	3	HAND SINK	53	2	HOT FOOD UNIT, DROP-IN
15	3	TOWEL DISPENSER	54	1	FRONT SERVICE COUNTER
16	3	SOAP DISPENSER	55	1	COUNTERTOP WARMER
17	1	BUN PAN RACK	56	1	DOUGH PRESS
18	1	WALL SHELF, 12 x 36"	57	2	REFRIG., SALADTOP, MEGA, 60" W/ SHELF
19	1	DISHTABLE, SOILED	58	1	SNEEZEGUARD
20	1	SLANTED RACK SHELF, 42"	59	2	PIZZA OVEN
21	-	- SPARE NUMBER -	60	1	CONVECTION OVEN, DBL DECK
22	1	FAUCET, PRE-RINSE	61	1	ST ST WALL PANELS
23	1	DISHWASHER, SINGLE TANK	62	1	WORKTABLE
24	1	CONDENSATE HOOD	63	1	INDUCTION COOKER
24-A	1	CONDENSATE FAN	64	1	EXHAUST HOOD
25	1	DISHTABLE, CLEAN	65	1	EXHAUST FAN
26	-	- SPARE NUMBER -	66	1	FIRE SUPPRESSION SYSTEM
27	LOT	DRY STORAGE SHELVING	67	1	MAKE-UP AIR UNIT
28	-	- SPARE NUMBER -	68	1	DUNNAGE RACK
29	1	WALK-IN COOLER	69	1	MIXER, 60 QT.
30	LOT	COOLER SHELVING	70	5	GAS CONNECTOR HOSE
31	-	- SPARE NUMBER -	71	1	OFFICE SAFE - BY OTHERS
32	2	CUSTOM MILLWORK DISPLAY	72	1	WORK TABLE, 30 x 72"
33	1	KEG COOLER, DIRECT DRAW	73	1	WORK TABLE, OPEN BASE, 30 x 60"
34	1	EXPO TABLE	74	1	TOPPING COUNTER
34-A	1	HEAT LAMP - STRIP	75	-	- SPARE NUMBER -
34-B	2	HEAT LAMP - DECORATOR	76	1	STICK BLENDER
35	1	REFRIG., SALADTOP, MEGA, 72"	77	LOT	WALL SHELF - WIRE
36	1	REFRIG., SALADTOP, MEGA, 21"	78	1	BACK BAR REFRIGERATOR
37	3	CASH REGISTER TERMINAL - BY OWNER	79	1	FOOD PROCESSOR
37-A	4	ORDER PRINTER - BY OWNER	80	1	ICE MACHINE
38	1	WINE BACK BAR AND COUNTER	80-A	1	WATER FILTER
39	1	REFRIGERATED DISPLAY CASE	81	2	WALL SHELF - ST. ST.
			82	1	BULK CO2 - BY VENDOR
			83	1	WORK TABLE, 30 x 48"

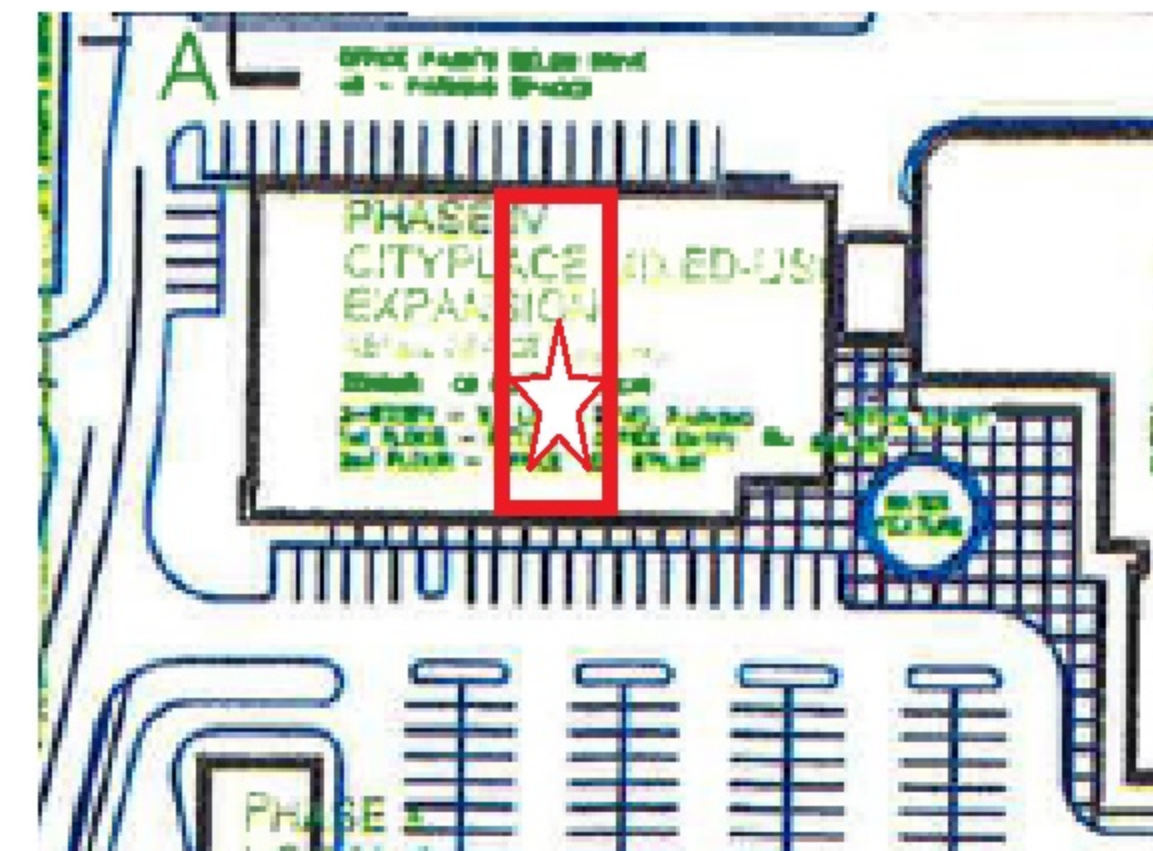
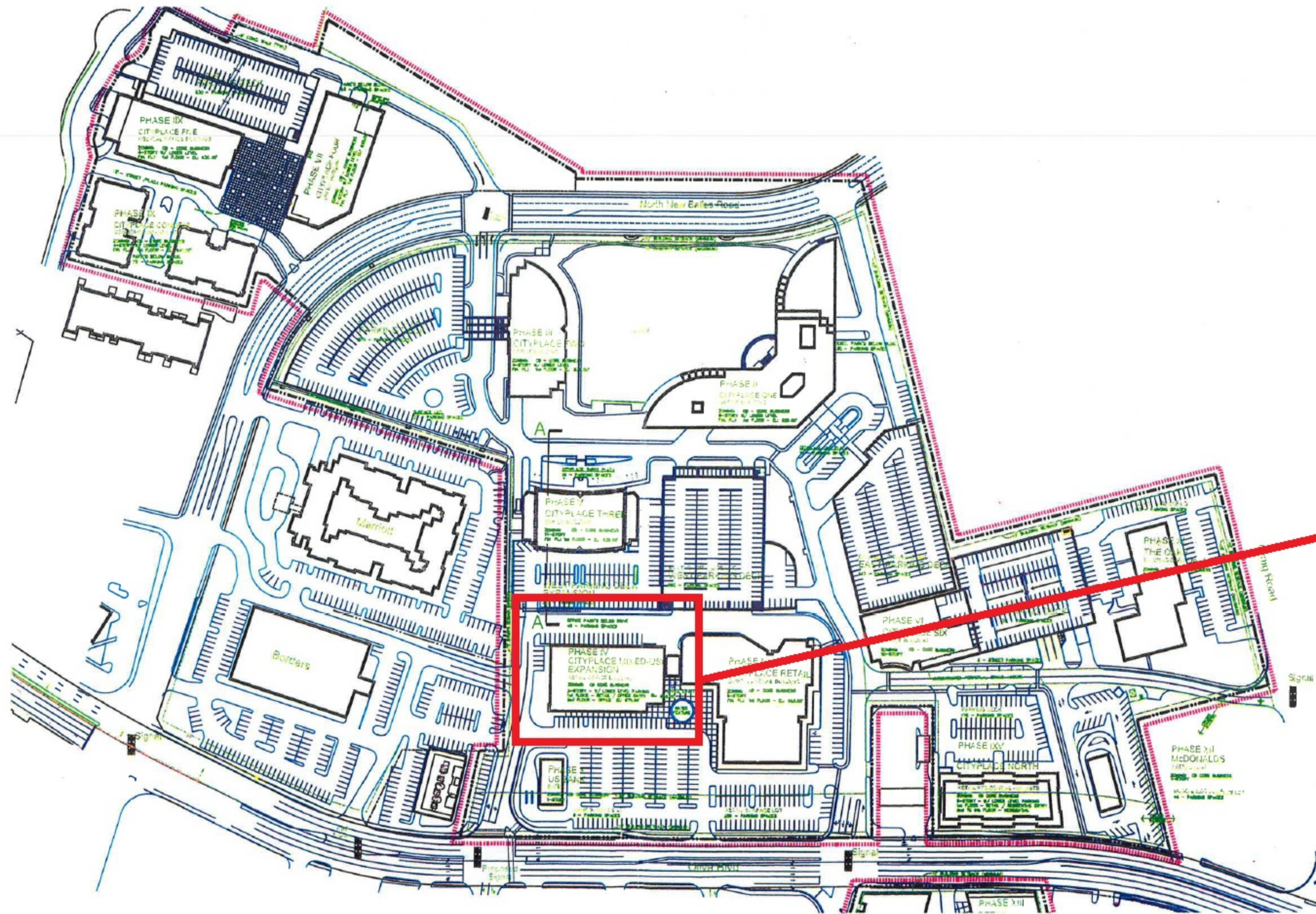
FURNITURE SCHEDULE		
MK.	QTY	DESCRIPTION
100	LOT	BOOTH SEATING - FEATURE
101	3	TABLE, 21"x21"
102	4	TABLE, 21"x48"
103	44	DINING CHAIR
104	7	TABLE, 30"x30"
105	5	TABLE, 24"x30"
106	LOT	BOOTH SEATING
107	-	- SPARE NUMBER -
108	2	HARVEST TABLE 30"x46"x42" HIGH
109	16	BAR STOOLS
110	10	BOOTH TABLES
111	-	- SPARE NUMBER -
112	LOT	OUTDOOR SEATING

Building data:

Current Building Codes:		Area of Tenant Space = 3300 usf	
2009 International Building Code		Occupant Load	
2009 International Mechanical Code		waiting	= 132 sf @ 7sf/person = 19
2009 Uniform Plumbing Code with St. Louis County Amendments		dining	= 1214 sf @ 15sf/person = 81
2008 National Electric Code - St. Louis County Electrical Code		back of house	= 1475 sf @ 100sf/person = 15
ICC/ANSI A117.1-2003 Accessible and Useable Buildings and Facilities		toilet and circulation	= 479 sf @ 100sf/person = 5
Occupancy: Restaurant		TOTAL	= 120
Building Use Description: A-2 Assembly		Actual Occupant Load:	
Construction Type: IIB - Observed		Guest Inside Dining	= 100
		Guest Outside Dining	= 32
		Max Shift Employees	= 8
		TOTAL	= 140
		Fire Suppression in building: Existing Fire suppression system shall be modified per new floor plan as required	



Furniture / Equipment Plan
1/4" = 1'-0" (when printed on 30x42)





Retail Parking Inventory (Jan 2014)

Tenant	Inventory					Reserved	Total	Ratio	Comments
	Retail	Office	85%**	Total	Unreserved				
Surface Lot					281	0	281		
CP3 Expansion Garage Easement					57	0	57		
West Garage Easement					10	0	10		
US Bank Easement					-30	0	-30		non-exclusive
Total	64,868	26,602	22,612	87,480	318	0	318	3.64	

**** Section 405.820(A) Rules for Computing Parking Spaces - from the Creve Coeur Zoning Ordinance:**

Floor area shall mean the gross floor area of the entire building of the specific use, excluding any floor or portion thereof used for parking. For office developments (including general offices, banks, and savings and loans and other finance-related services and medical and dental offices), the gross leaseable floor area shall be interpreted as eighty-five (85%) of the gross floor area of the entire building.



* 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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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”), a 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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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 CPI 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 CPI 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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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.]

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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:

JANET L. MOSS Notary Public - Notary Seal State of Missouri Commissioned for St. Louis County My Commission Expires: July 29, 2011 Commission Number: 07420537

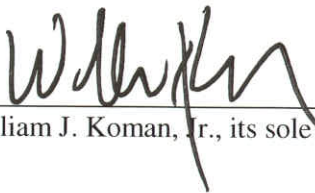
Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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

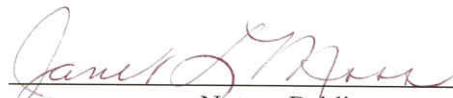
By: 
William J. Koman, Jr., its sole manager

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

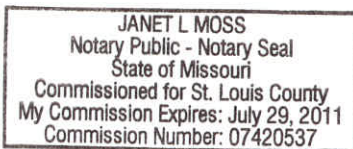
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole manager of the WJK Real Estate Company, LLC, sole member of Cornerstone VI, LLC, a Missouri limited liability company, and that the 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:



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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)

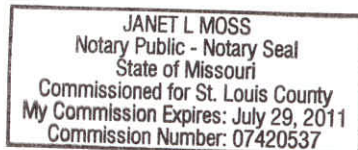
On this 24th day of September, 2009, before me personally appeared William J. Koman, to me personally known, who, being by me duly sworn, did say that he is the Manger of Swansea Acquisitions, L.L.C., an Illinois limited liability company, and that the foregoing instrument was signed on behalf of said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



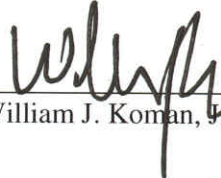
Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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)

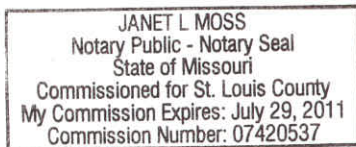
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole manager of CityPlace Medical Ventures, LLC, the sole member of Cornerstone North, LLC, a Missouri limited liability company, and that 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:



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

SIGNATURE PAGE FOR
AMENDED AND RESTATED RECIPROCAL
EASEMENT AND RESTRICTION AGREEMENT

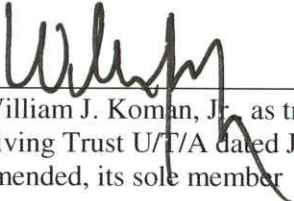
IN WITNESS WHEREOF, the Condo Association has executed this Agreement as of the day and year first above written.

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

By: 
William J. Koman, Manager

By: 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

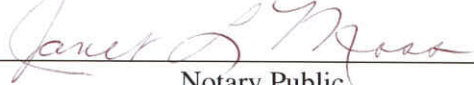
Being all the Members of CityPlace Condominium
Association

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

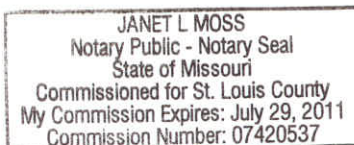
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living Trust U/T/A dated June 3, 1994, as amended, sole member of COV Manager, LLC, the sole manager of Cornerstone 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 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


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)

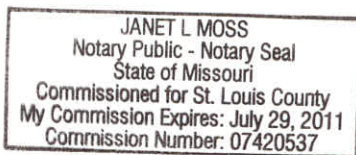
On this 30th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living Trust U/T/A dated June 3, 1994, as amended, sole member of CP North I, LLC, a Missouri limited liability 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:



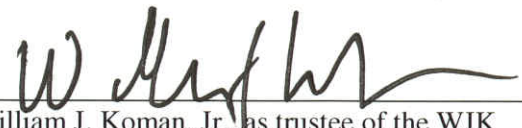
Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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:



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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

By:

Name: CATHERINE A GRIFFIN

Title: VICE PRESIDENT AND ASSISTANT SECRETARY

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

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~~^{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 aforesaid, the day and year first above written.

SEAL

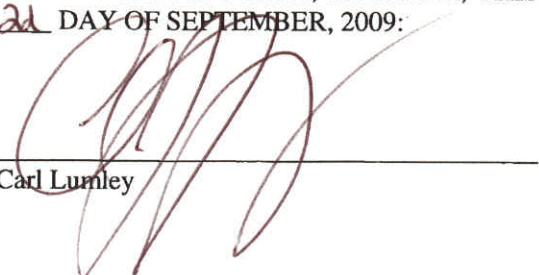


Notary Public

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)

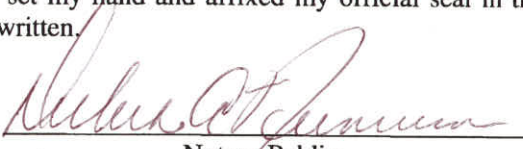
) ss.

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.

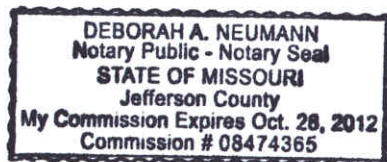
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

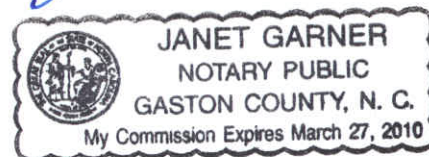
STATE OF North Carolina
COUNTY OF Mecklenburg SS

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.

Janet Garner
Notary Public

My commission expires: 3-27-2010



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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. Hanson
 Name: Carol L. Hanson
 Title: Vice President

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

On this 17 day of September, 2009, before me personally appeared Carol L. Hanson, 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)
) SS
 COUNTY OF ST. LOUIS)

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

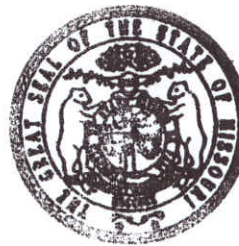
STATE OF Missouri)
) SS
 COUNTY OF St. Louis)

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 City.
 My Commission Exp. 3/11/2012
 Commission #08501563

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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) 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 of 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



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

EXHIBIT ACityPlace 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

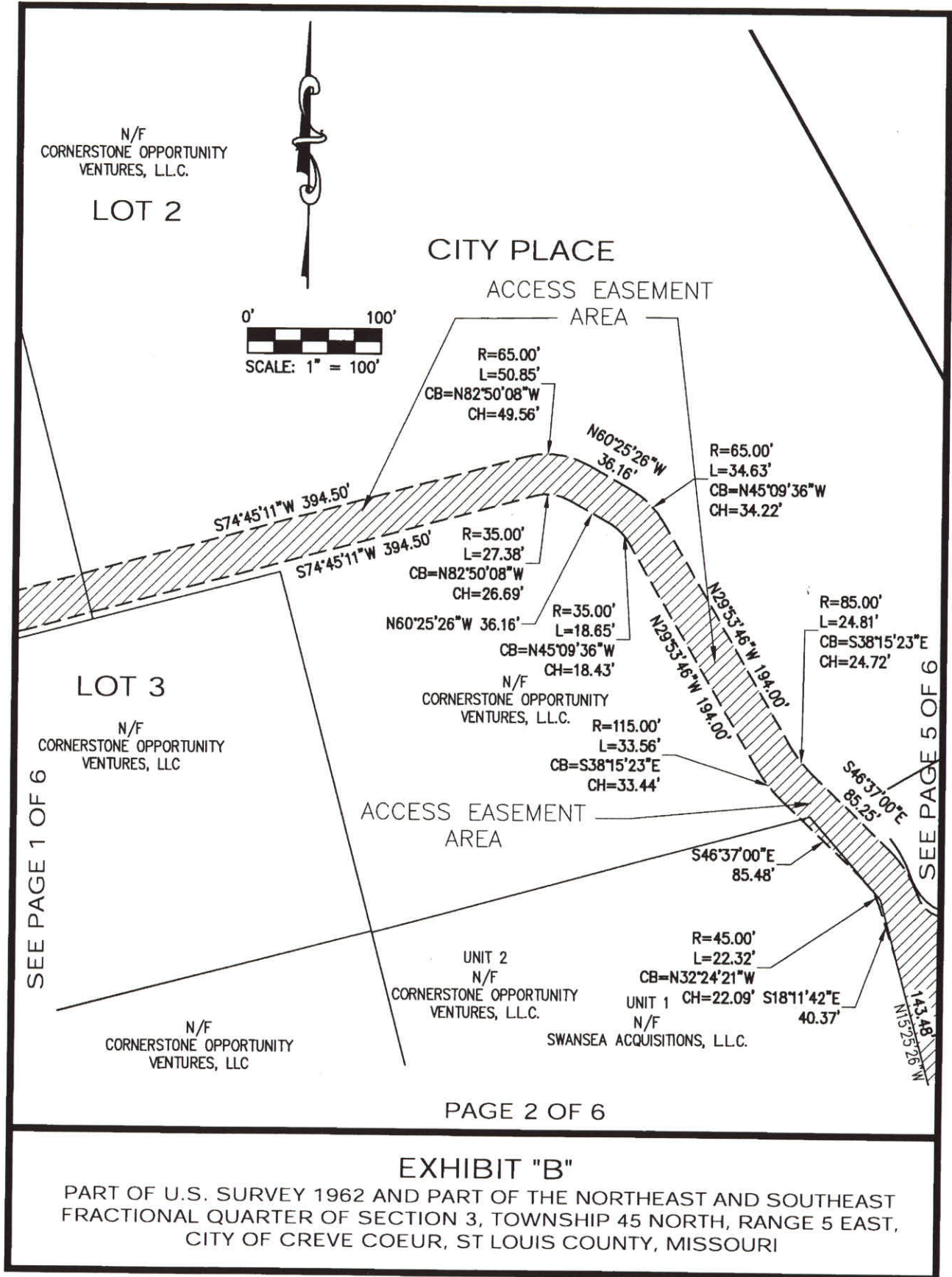
A tract of land in the Northeast fractional $\frac{1}{4}$ of Section 3, Township 45 North, Range 5 East and described as: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant South 74 degrees 38 minutes West 180.18 feet from its intersection with the West line of U.S. Survey 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

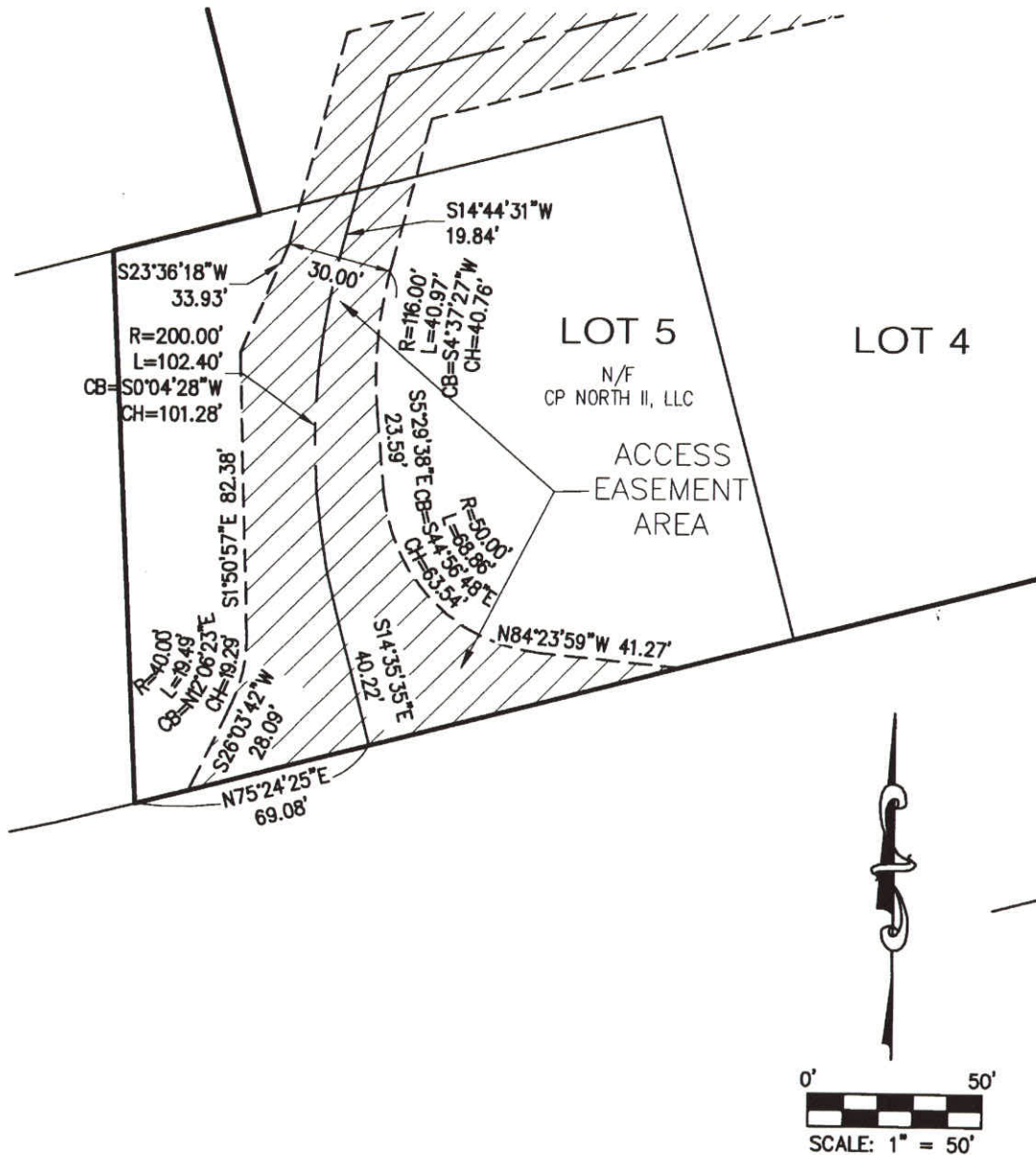
Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)





Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)





PAGE 4 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

LAYOUT: Layout1
DATE: Aug 25, 2009 - 7:15am
DRAWING: S:\JOBS\jobs2009\06-275\LD5_05-275.dwg\S_CITY PLACE RD ESMT.dwg

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

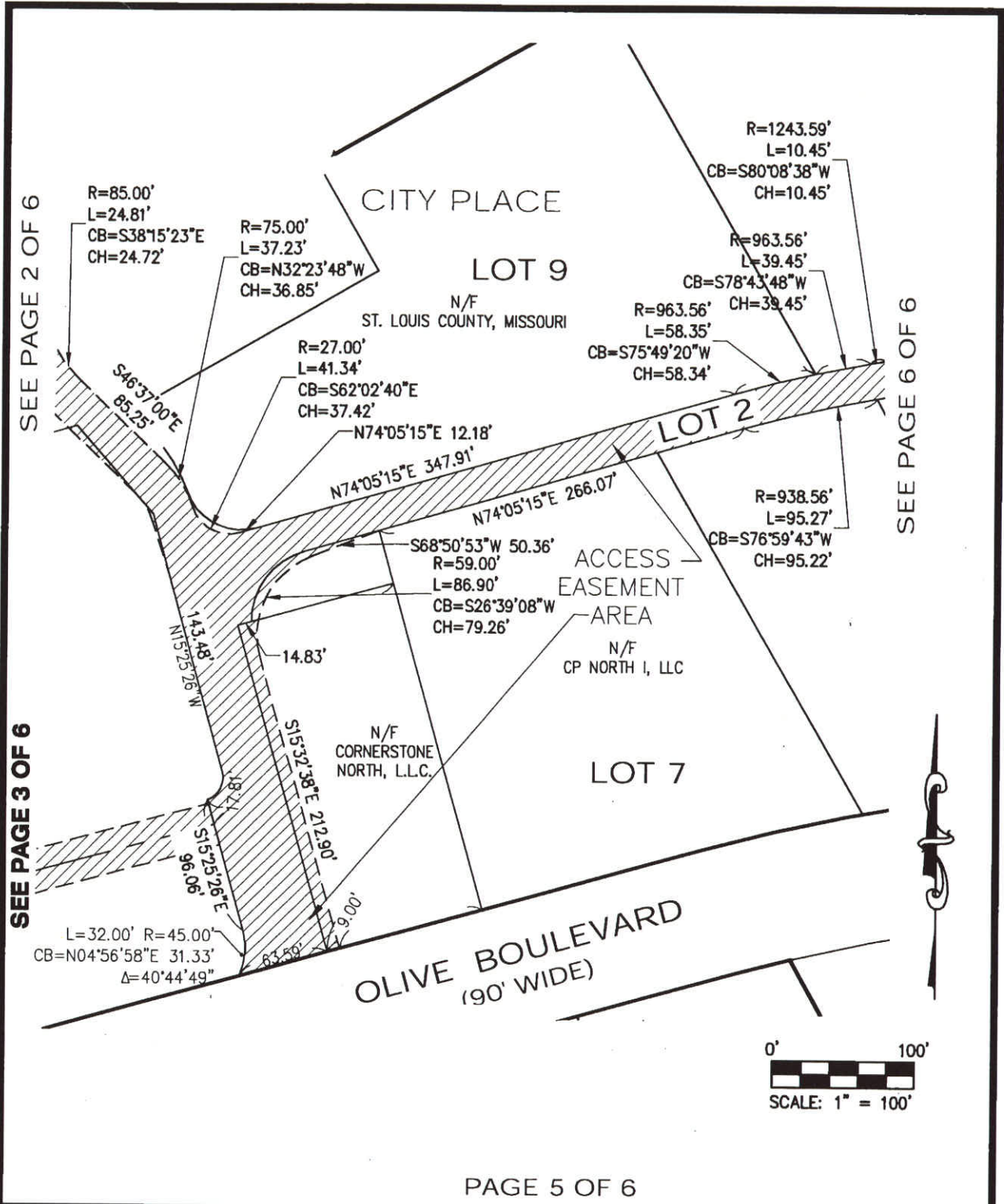
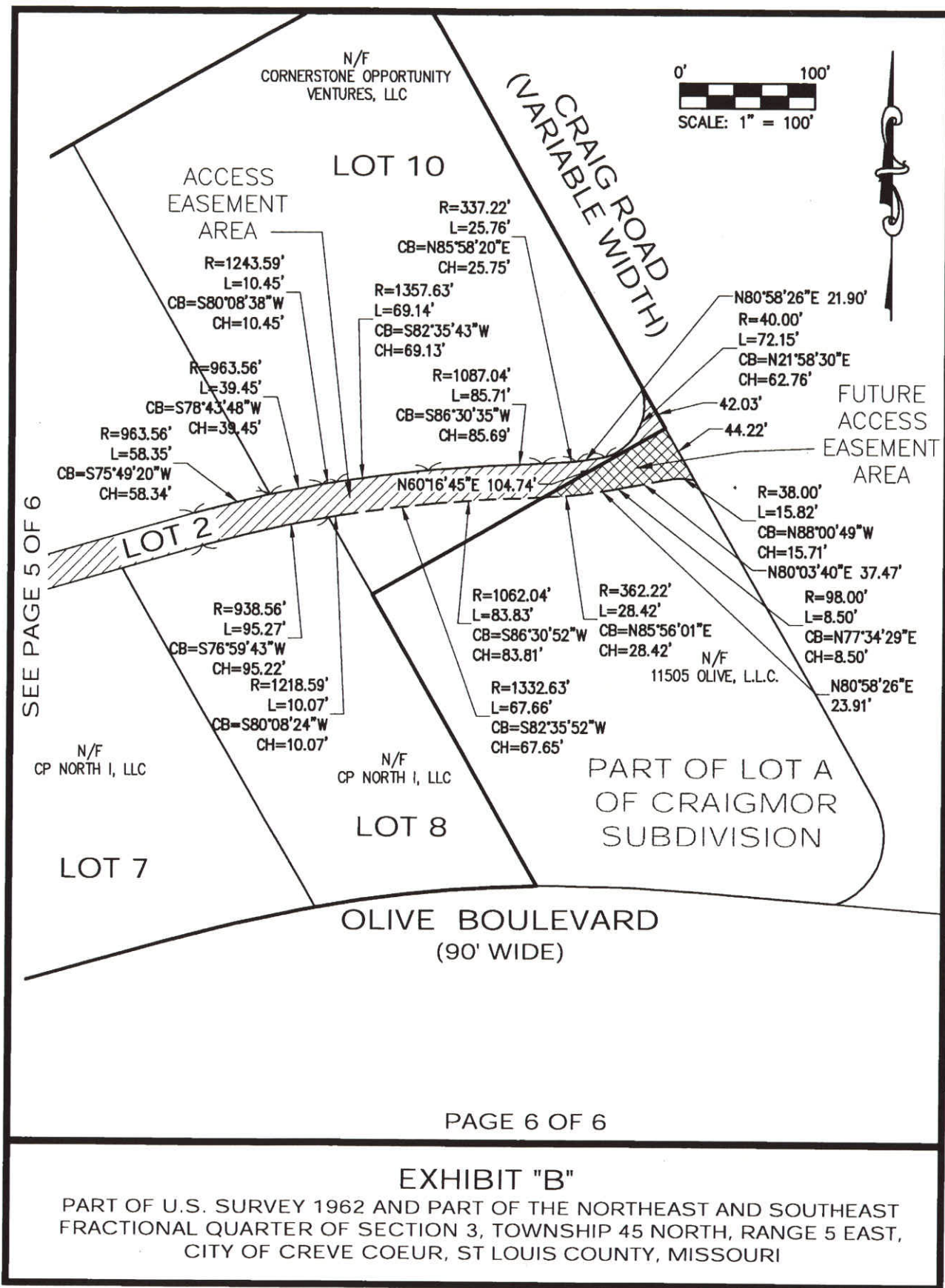


EXHIBIT "B"

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

LAYOUT: Layout1
DATE: Aug 25, 2009 - 7:16am
DRAWING: S:\JOBS\Jobs2005\05-275\LD5_05-275.dwg\S_CITY PLACE RD. ESWT.dwg

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

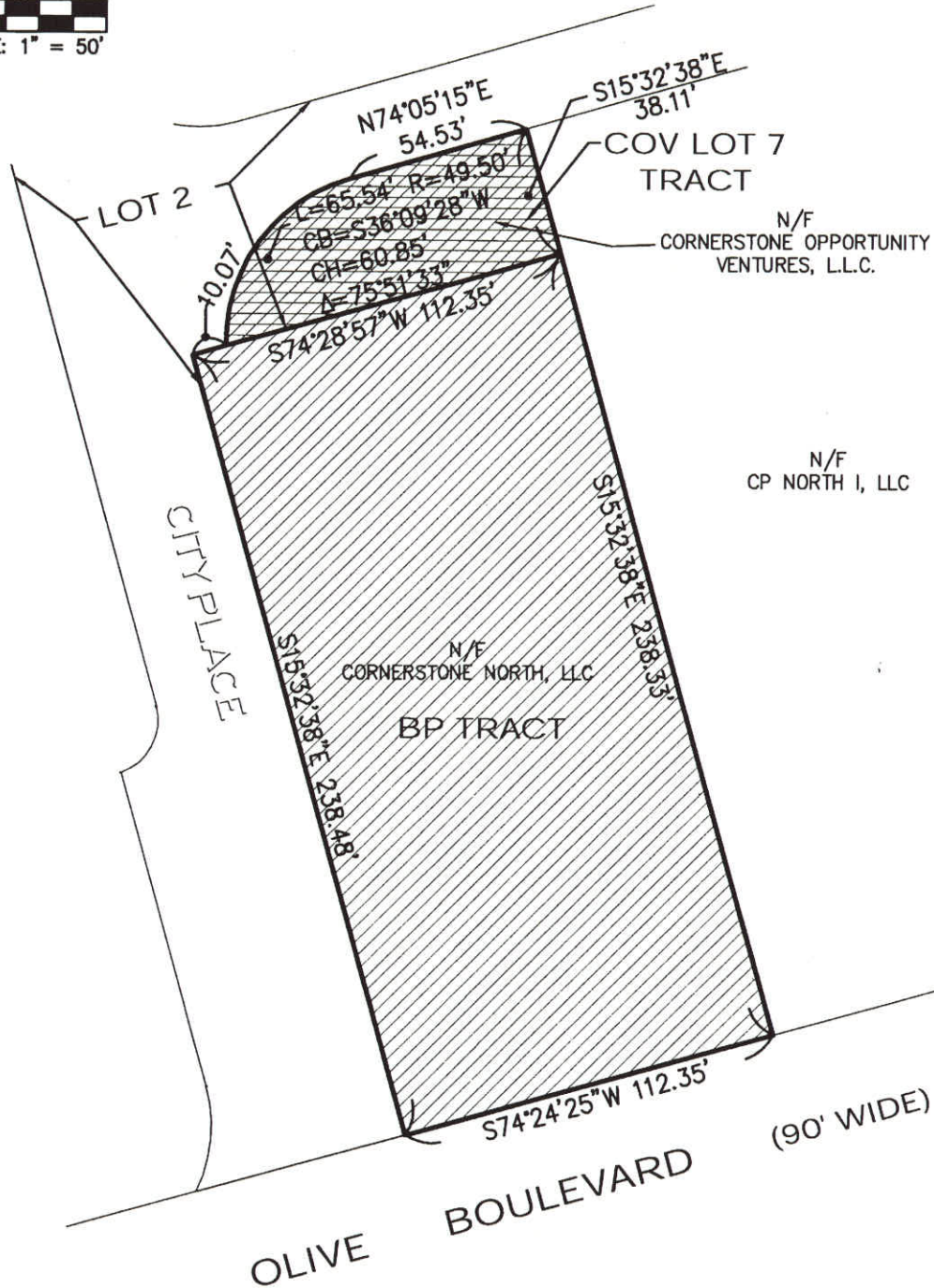
EXHIBIT C

Exempted Tract, BP Tract and COV Lot 7 Tract

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

LAYOUT: EXHIBIT C
DATE: Aug 23, 2009 - 7:17am
DRAWING: S:\JOBS\Jobs2005\05-278\LD5_05-278.dwg\LD5_05-275_EXHIBIT C.dwg

0' 50'
SCALE: 1" = 50'



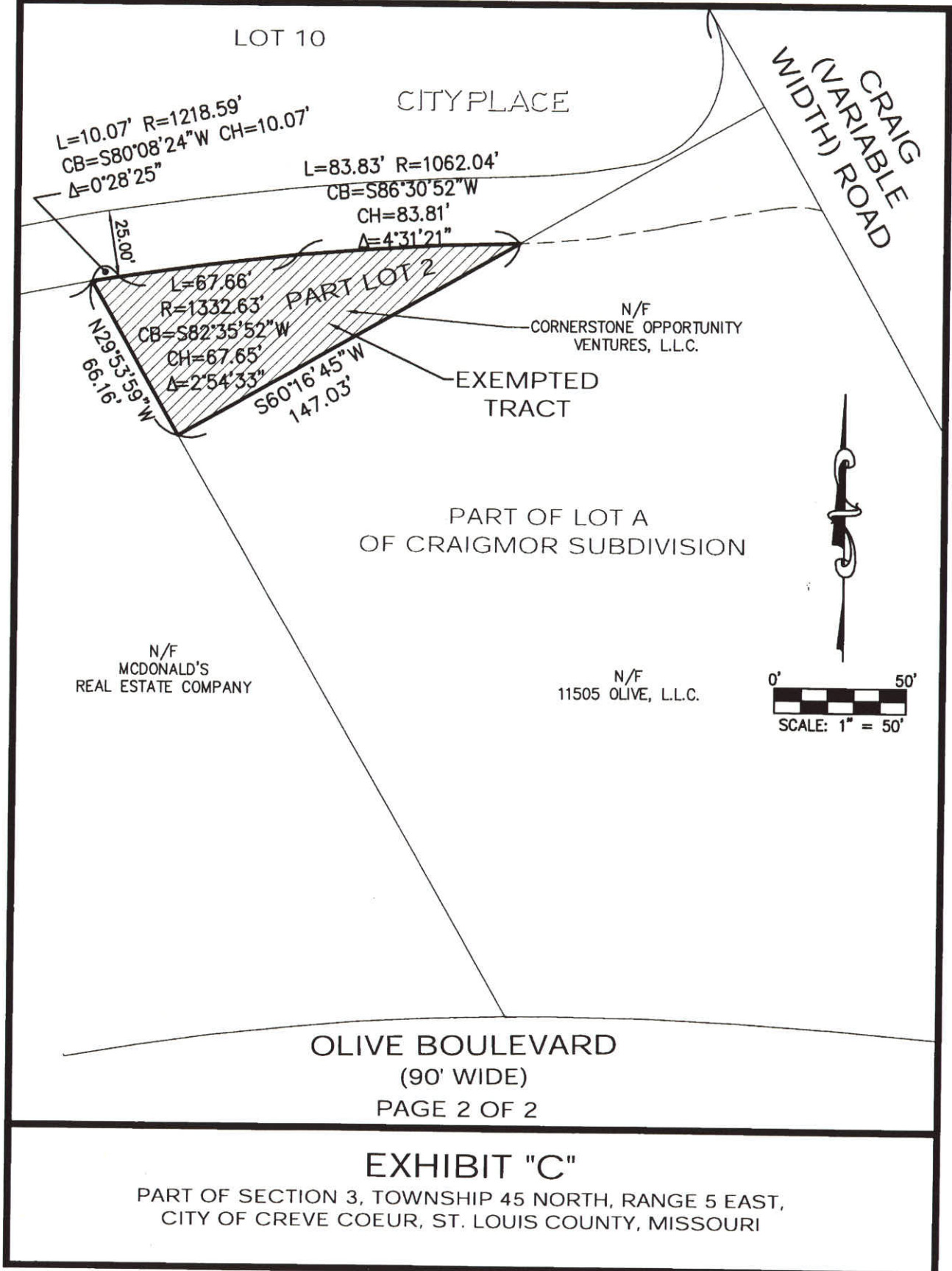
PAGE 1 OF 2

EXHIBIT "C"

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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

LAYOUT: EXHIBIT C
DATE: Aug 25, 2008 - 7:18am
DRAWING: S:\JOBS\Jobe2005\05-275\LD5_05-275.dwg\5_05-275_EXHIBIT C.dwg



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)



* 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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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”), a 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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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 CPI 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 CPI 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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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.]

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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:

JANET L. MOSS Notary Public - Notary Seal State of Missouri Commissioned for St. Louis County My Commission Expires: July 29, 2011 Commission Number: 07420537

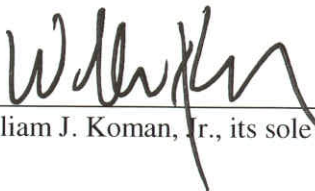
Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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

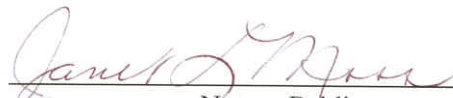
By: 
William J. Koman, Jr., its sole manager

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

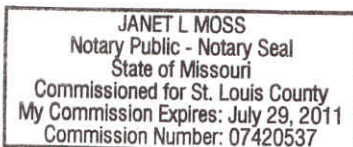
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole manager of the WJK Real Estate Company, LLC, sole member of Cornerstone VI, LLC, a Missouri limited liability company, and that the 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:



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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:



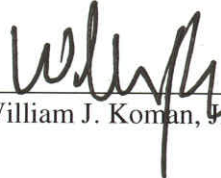
Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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)

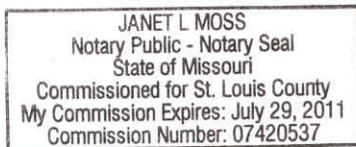
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole manager of CityPlace Medical Ventures, LLC, the sole member of Cornerstone North, LLC, a Missouri limited liability company, and that 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:



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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)

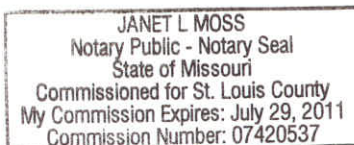
On this 24th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living Trust U/T/A dated June 3, 1994, as amended, sole member of COV Manager, LLC, the sole manager of Cornerstone 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 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)

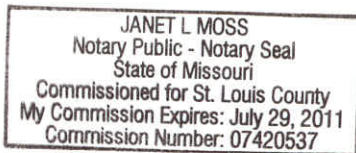
On this 30th day of September, 2009, before me personally appeared William J. Koman, Jr., to me personally known, who, being by me duly sworn, did say that he is the sole trustee of the WJK Living Trust U/T/A dated June 3, 1994, as amended, sole member of CP North I, LLC, a Missouri limited liability 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:



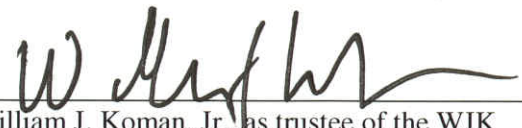
Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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:



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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

By:

Name: CATHERINE A GRIFFIN

Title: VICE PRESIDENT AND ASSISTANT SECRETARY

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

On this 18th day of ^{NOVEMBER}~~September~~, 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 VIC PRESIDENT AND 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 aforesaid, the day and year first above written.

SEAL



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)

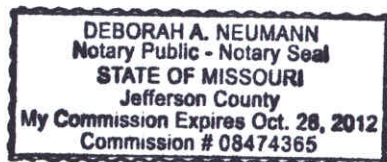
On this 21 day of September, 2009, before me personally appeared Carl Lumley to me personally known, who, being by me duly sworn, did say that he is the City Attorney for the City of Creve Coeur, a political subdivision of the State of Missouri, and that the foregoing instrument was executed by said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

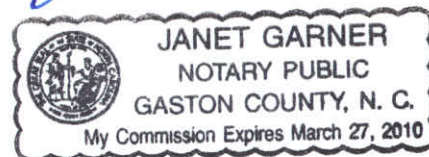
STATE OF North Carolina
COUNTY OF Mecklenburg SS

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: 3-27-2010

Janet Garner
Notary Public



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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. Hanson
 Name: Carol L. Hanson
 Title: Vice President

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

On this 17 day of September, 2009, before me personally appeared Carol L. Hanson, 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)
) SS
 COUNTY OF ST. LOUIS)

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

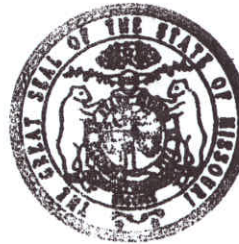
STATE OF Missouri)
) SS
 COUNTY OF St. Louis)

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 City.
 My Commission Exp. 3/11/2012
 Commission #08501563

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

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 of 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



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

EXHIBIT ACityPlace 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.

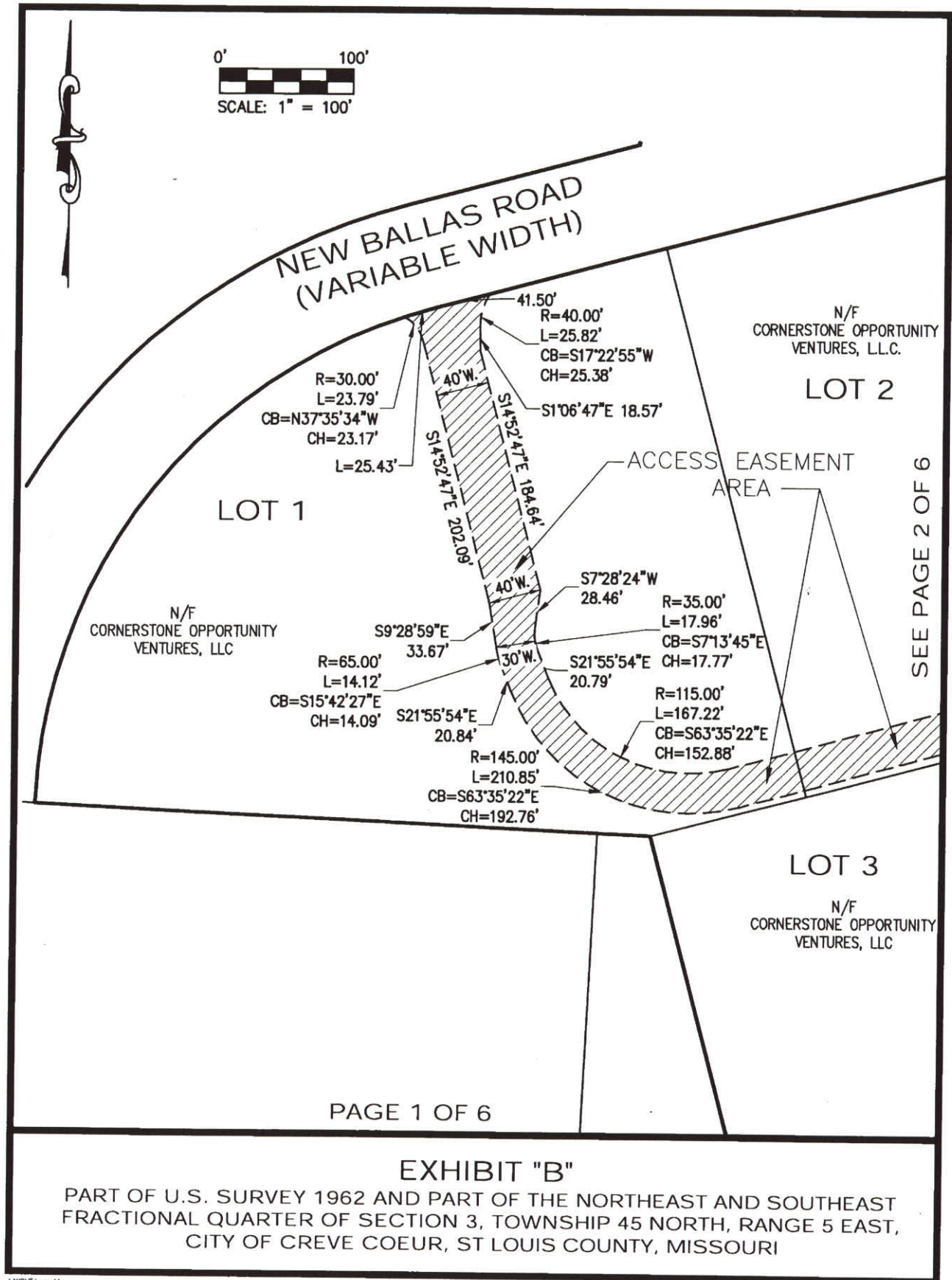
BP Tract

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.

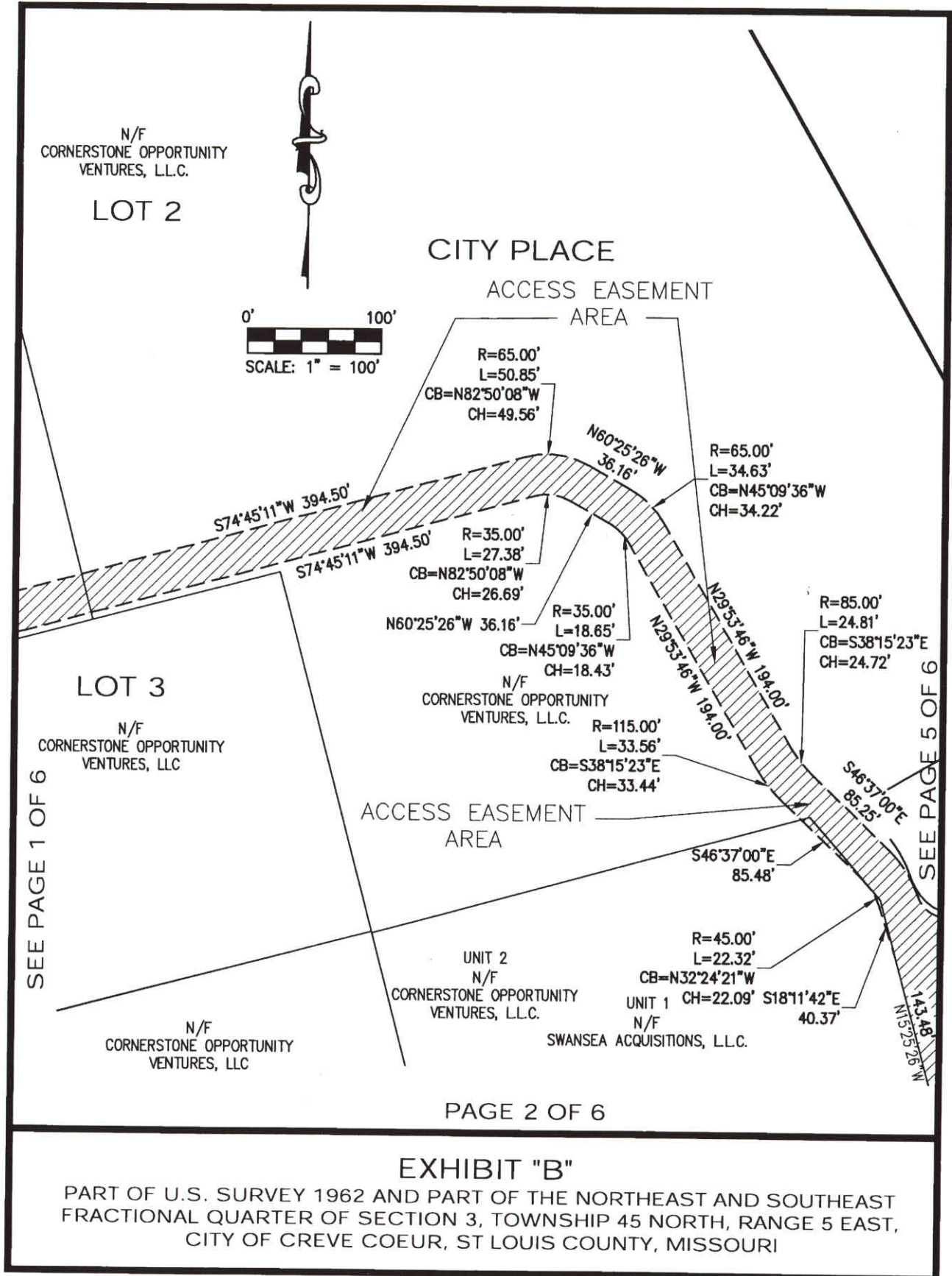
EXHIBIT B

Access Road and Detention Pond

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

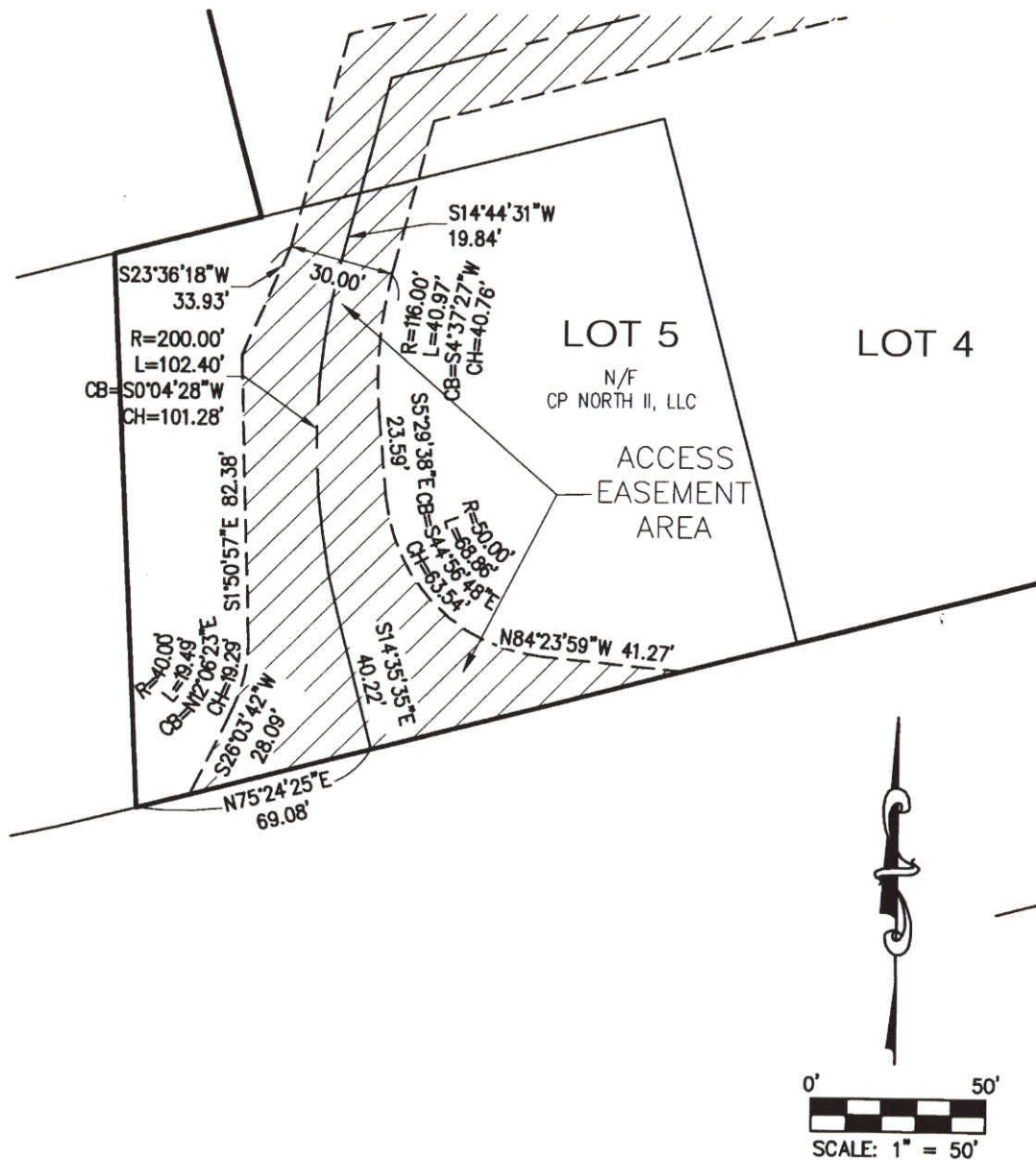


Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)





PAGE 4 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

LAYOUT: Layout1
 DATE: Aug 25, 2009 - 7:15am
 DRAWING: S:\JOBS\jobs2009\06-275\LD5_05-275.dwg\S_CITY PLACE RD ESMT.dwg

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

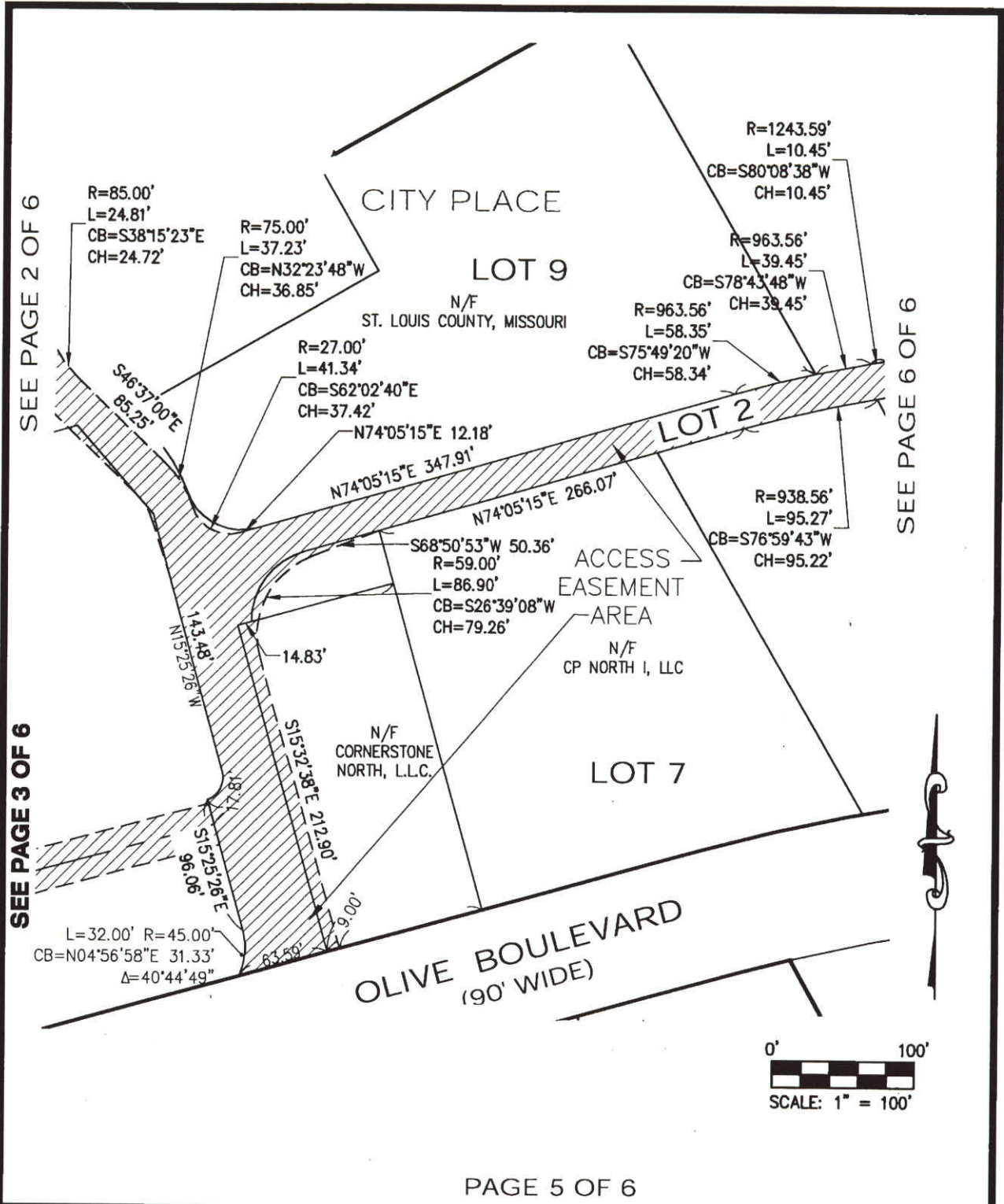
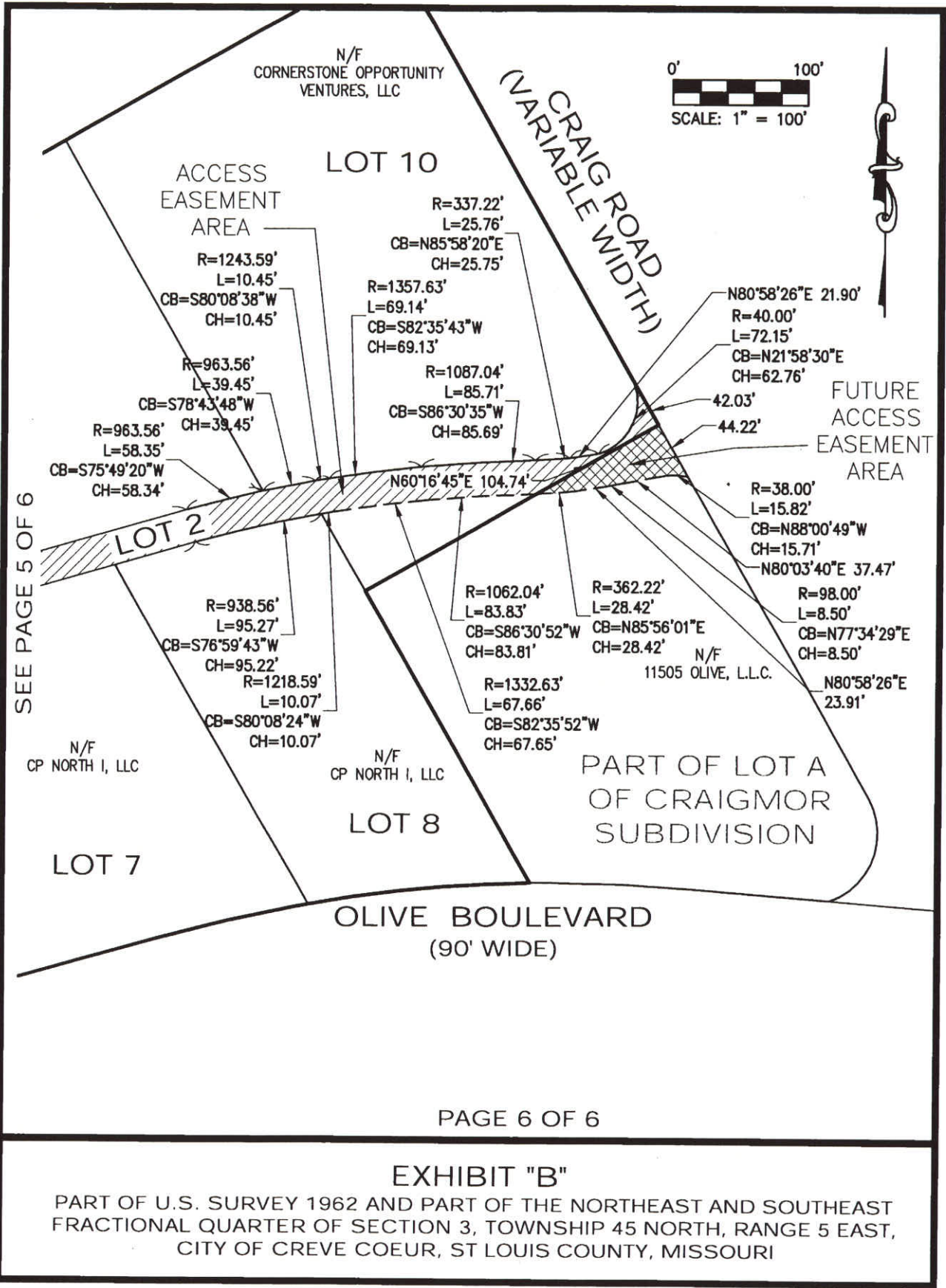


EXHIBIT "B"

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

LAYOUT: Layout1
DATE: Aug 25, 2009 - 7:16am
DRAWING: S:\JOBS\Jobs2005\05-275\LD5_05-275.dwg\S_CITY PLACE RD. ESMT.dwg

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

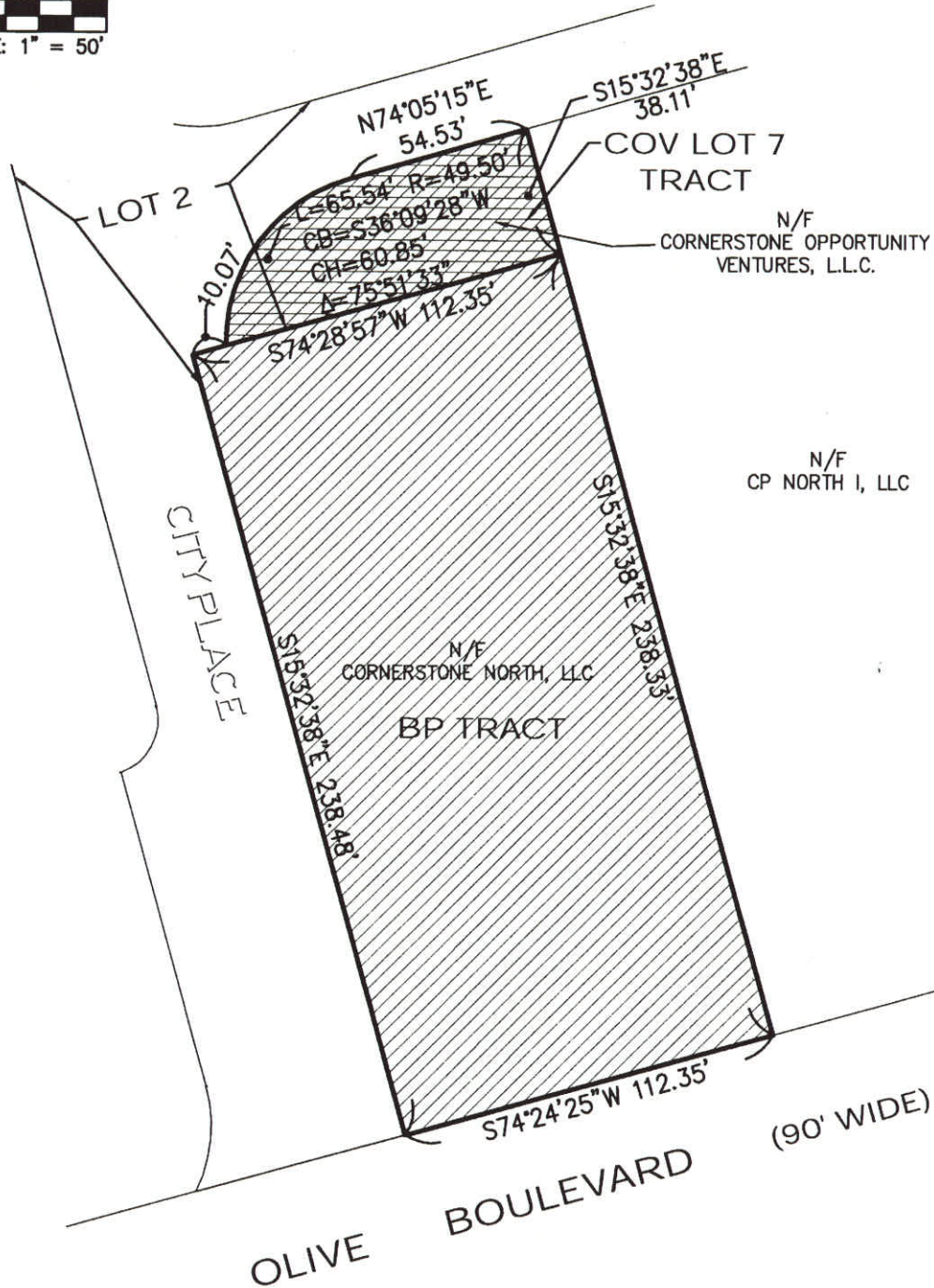
EXHIBIT C

Exempted Tract, BP Tract and COV Lot 7 Tract

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

LAYOUT: EXHIBIT C
DATE: Aug 23, 2009 - 7:17am
DRAWING: S:\JOBS\Jobs2005\05-278\LD5_05-278.dwg\LD5_05-275_EXHIBIT C.dwg

0' 50'
SCALE: 1" = 50'



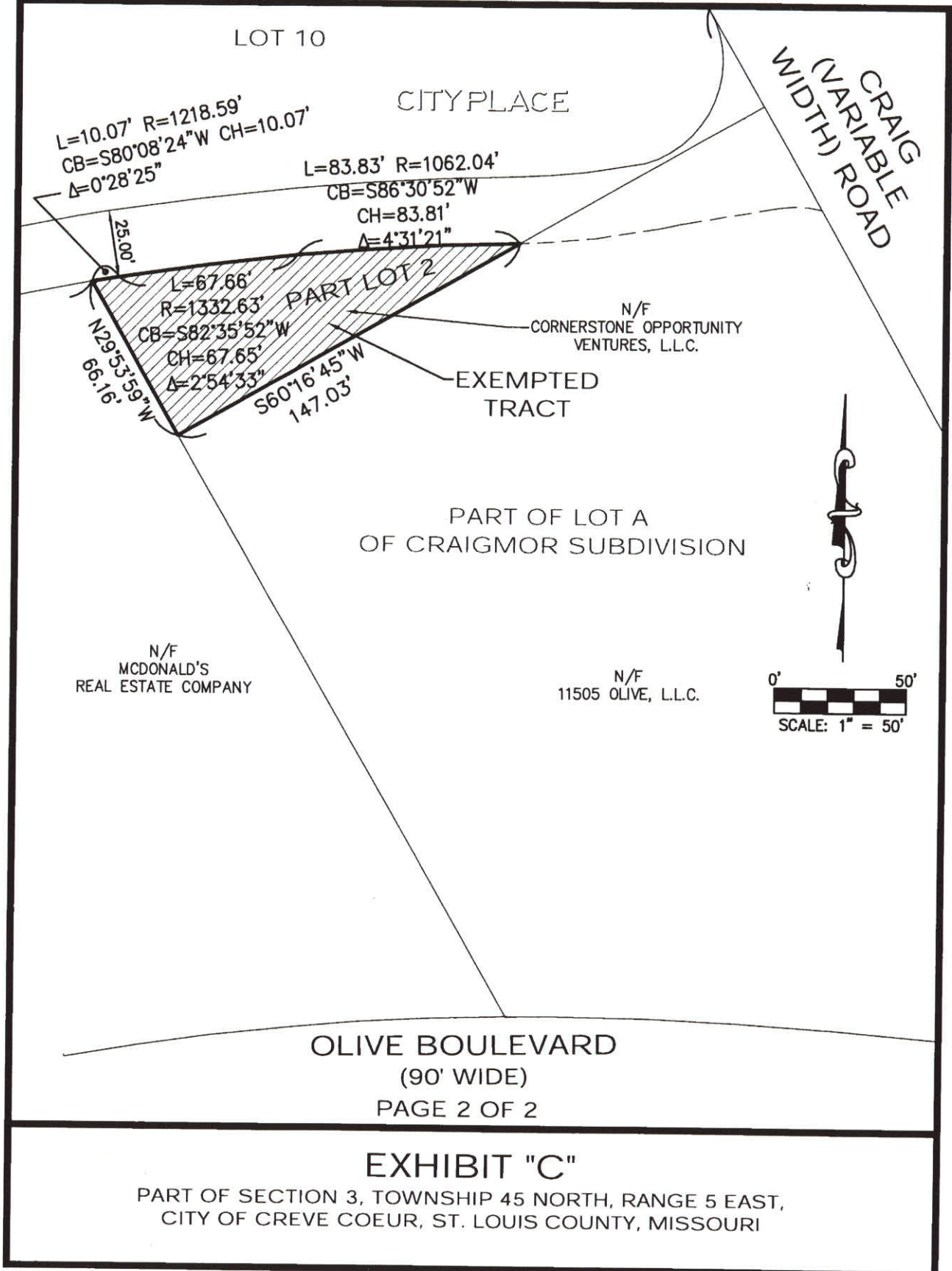
PAGE 1 OF 2

EXHIBIT "C"

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

Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)

LAYOUT: EXHIBIT C
DATE: Aug 25, 2008 - 7:18am
DRAWING: S:\JOBS\Jobe2005\05-275\LD5_05-275.dwg\5_05-275_EXHIBIT C.dwg



Attachment: Applicant's Materials submitted Dec. 18, 2014 (1199 : Crushed Red CUP)



city
of

CREVE COEUR

7.6.a

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
#14-043 FOR APPROVAL OF A BOUNDARY ADJUSTMENT TO
CONSOLIDATE THE THREE LOTS OF 338 TOWNSEND STREET IN THE
MALCOLM TERRACE SUBDIVISION**

FOR THE MEETING OF: January 20, 2015

LOCATION: 338 Townsend Street, within the Malcolm Terrace Subdivision

REQUEST: Spencer Murphy, property owner of 338 Townsend Street, has purchased the adjoining lot (Lot 30) and has submitted for a boundary adjustment to consolidate the three lots into one parcel. 338 Townsend consists of two lots (Lot 31 and 32), where the existing home was built over the property lines of these two lots. The subject property is zoned "C" Single Family Residential District. The addition of Lot 30 will increase the property to 7,500 square feet.

ADDITIONAL INFORMATION: The sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots is a ministerial act; if the drawings are technically accurate it should be approved by the Planning and Zoning Commission.

Key Issues:

- Does the adjustment create non-conformities on the lot?

Subdivision Code References

- Section 410.030(D)

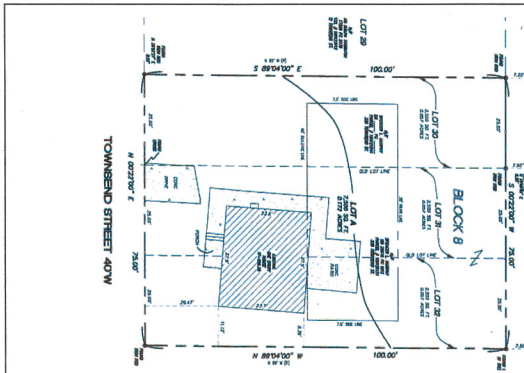
Zoning Code References

- Section 405.230. Establishment of Size, Dimension and Access Criteria.
- Section 405.270: "C" Single-Family Residential District
- Section 405.610 Non-conformities

REPRESENTATIVE: David Robbins
Suburban Land Survey
2007 Bellevue Ave.
St. Louis, MO 63143

**PROPERTY
OWNER:**

Spencer Murphy
338 Townsend Street
Creve Coeur, MO 63141



REPORT PREPARED BY:

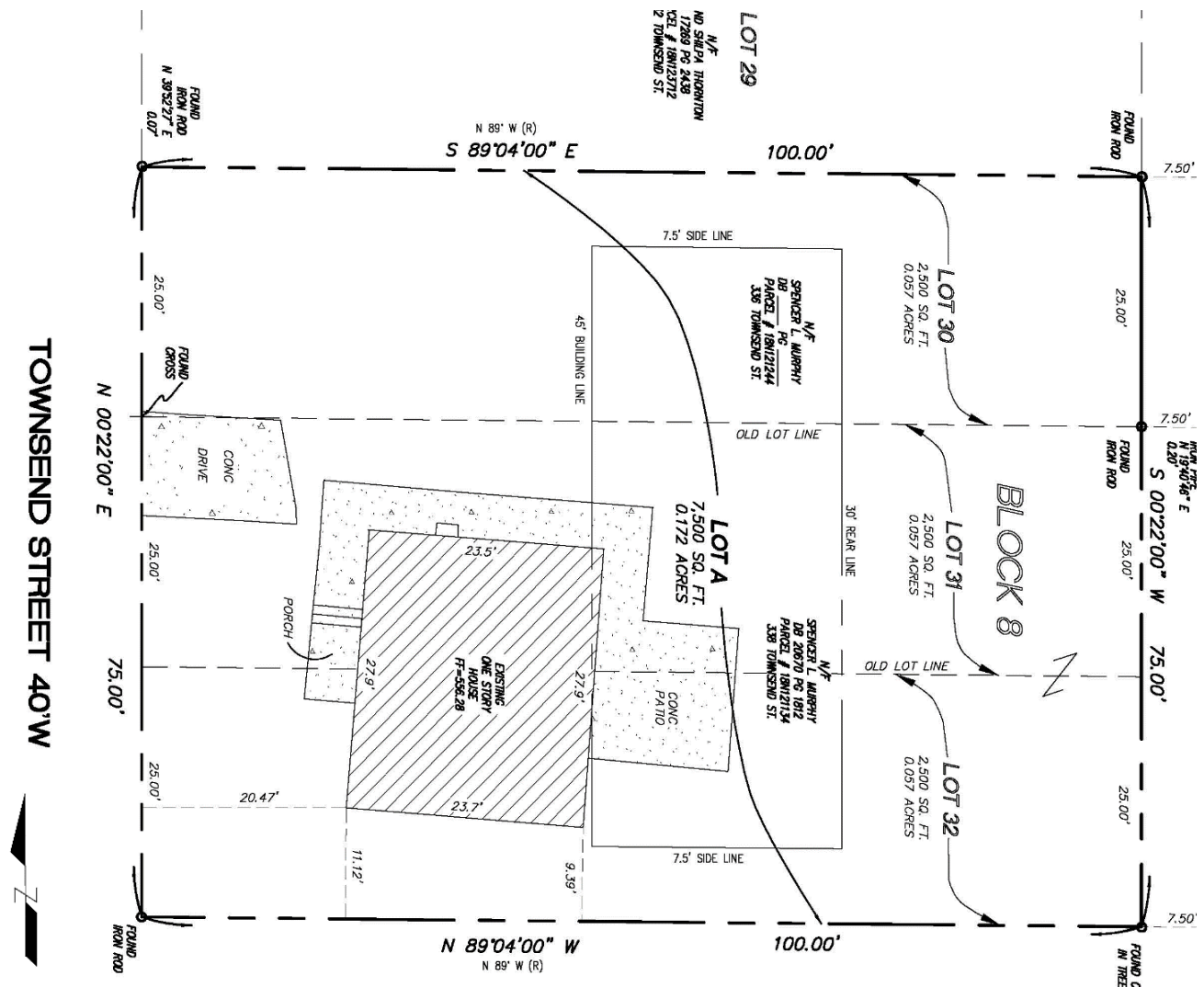
Whitney Kelly
Whitney Kelly, AICP, City Planner

1/16/2015
Date

ATTACHMENTS: Boundary Adjustment Plat submitted December 22, 2014

BACKGROUND

The property is located in the Malcolm Terrace subdivision which occupies a unique place in Creve Coeur history. Created as a "railroad town," the original subdivision lots are far smaller than the "C" Residential District and there has been a history of the city working proactively to encourage consolidation and redevelopment of the lots. The subdivision has a unique layout and is geographically isolated to a large degree. The result is a mixture of housing styles and development characteristics. The existing home was originally developed in 1950 on two lots (Lot 31 and 32), and has a site area of 5,000 square feet. The Applicant has purchased the adjoining property (Lot 30) from the neighbor and is seeking to consolidate these into one lot to allow for the construction of a detached garage.



DISCUSSION

A boundary adjustment, which is not a subdivision plat, is possible when the following regulation from the Subdivision Code is satisfied:

410.030(D) Sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots, is exempt from the requirement of recording by plat; provided, however, that certification by the Planning and Zoning Commission shall be required prior to such sale or transfer. This certification shall be recorded with the title of the property by the St. Louis County Recorder of Deeds.

This appears to be the case with the current application. The survey submitted indicates that the property changes will not create any additional non-conformities on the sites, and will decrease the degree of the non-conformity for the existing property.

The C District requires a minimum lot area of 15,000 square feet with a 45-foot front-yard, 12-foot side-yard, and 30-foot rear yard. The combined lots will increase the lot area from 5,000 square feet to 7,500 square feet thereby decreasing the degree of the non-conforming lot area. The Applicant is showing a side yard setback of 7.5 feet. The Zoning Code allows for non-conforming lots to have a side yard less than the C District per the Section below:

Section 405.230. Establishment of Size, Dimension and Access Criteria.

1. Lot size requirements.

d. Existing lots of record. Structures may be built on lots of record that were made non-conforming by this Chapter to size, area or width; provided however, that such structures shall conform to setbacks and other regulations not involving area or width of lot.

A single-family residential structure may be constructed on any lot in the "A", "B", "C", "D" or "AR" Districts if said lot is less than the minimum area required for building lots in the district in which it is located, providing the following conditions exist or are met:

- (1) Availability of adjacent vacant land. No structure shall be erected on any non-conforming lot if the owner of said lot owns any adjoining vacant land which would create a conforming lot if said vacant land were combined with the lot deficient in area.*
- (2) Side yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless a minimum side yard of seven and one-half (7½) feet or a minimum side yard of fifteen (15) feet where adjacent to any street is provided.*
- (3) Front and rear yards. No structure other than a permitted fence, wall or other similar structure shall be constructed on a non-conforming lot unless front and rear yards conforming to the minimums required for the residential district in which said lot is located are provided.*

With the addition of the Lot 30, the degree of the non-conforming lot area is decreased, but it is still significantly smaller than the C District. The Plat shows that the south property line abuts a former right-of-way of Von Spiegel Street that has been made part of the Malcolm Terrace Park. No road actually exists, and therefore Staff finds the non-conforming side yard of 7.5 feet is correct and should not be treated as front yard increased to 125 feet. Staff finds that the drawing is technically accurate, and the adjustment can be approved by the Planning and Zoning Commission, although the boundary adjustment plat script will need to be updated to the current City requirements. The suggested motion contains an appropriate condition requiring that change prior to recording.

ACTION

If the members of the Planning Commission are satisfied that the requested boundary adjustment meets the applicable requirements of the Subdivision Code, the Planning Department staff request that a final decision be voted upon; no action by the City Council is required.

MOTION

The following are examples of a motion for this application:

“I move to approve the boundary adjustment/lot consolidation plat of 338 Townsend Street attached to the staff report on application #14-045 received December 22, 2014,

subject to the condition that a final drawing be prepared with the revised city plat script for signature and recording.” (Conditions may be added, eliminated, or modified by preceding motion)

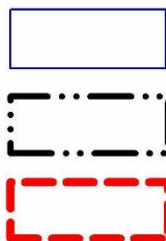
APPENDIX 1: ZONING CODE

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

**APPENDIX 2: 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.

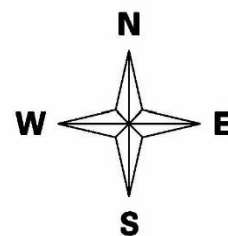
APPENDIX 3: AERIAL MAP



Property lines

338 Townsend Street

Lot 30 to be added to 338 Townsend



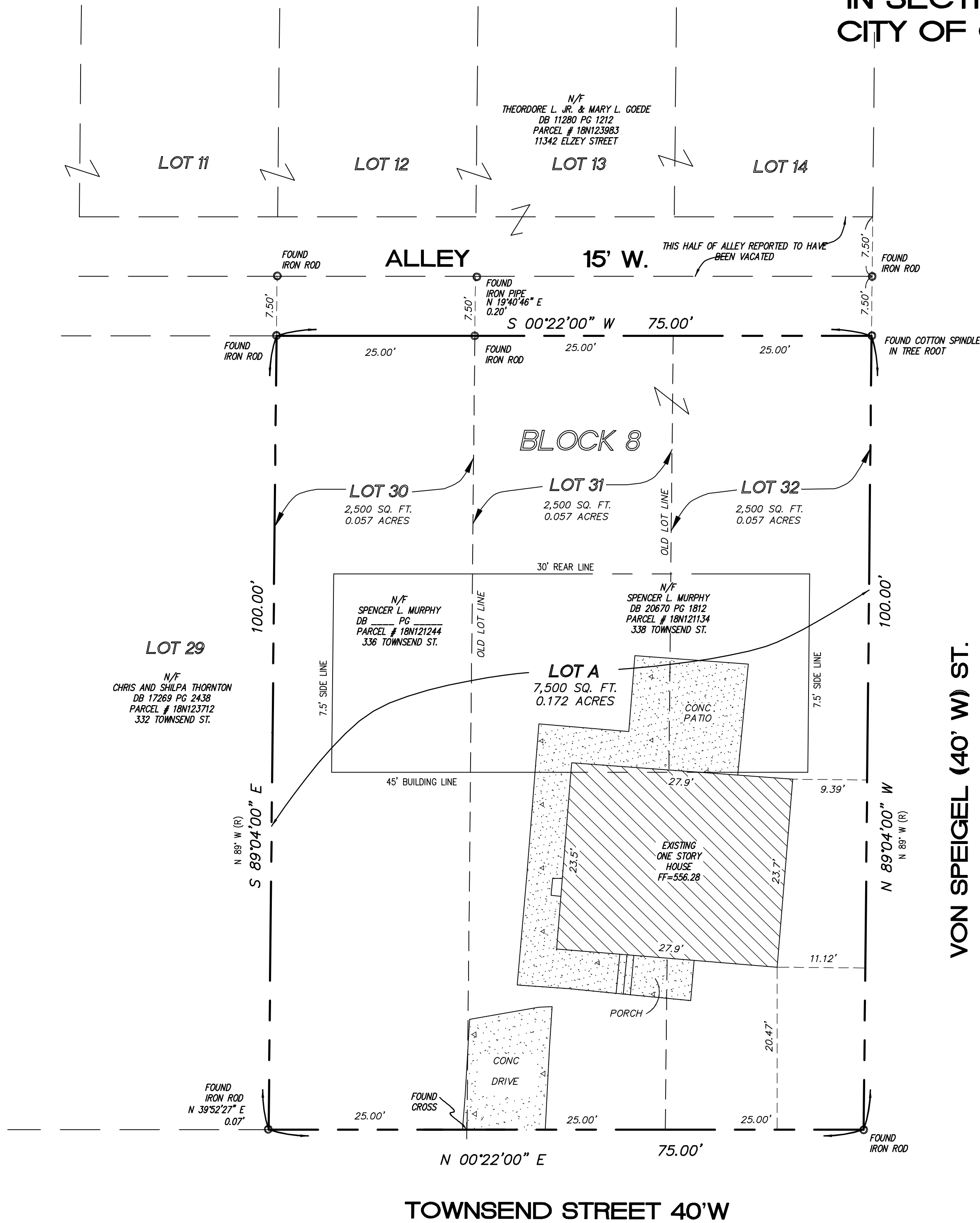
Attachment: 14-045.338 Townsend Boundary Adjustment.Staff Report.01-20-2015 (1198 : 338 Townsend Street)



338 TOWNSEND STREET

A CONSOLIDATION PLAT OF LOTS 30, 31, AND 32, OF MALCOLM TERRACE

IN SECTION 11, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST LOUIS COUNTY, MISSOURI



OWNER'S SCRIPT:

THE UNDERSIGNED, OWNER(S) OF THE TRACTS OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAVE CAUSED THESE PARCELS TO BE ADJUSTED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREINAFTER BE KNOWN AS "338 TOWNSEND STREET" IN SECTION 11, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI.

OWNER OF ORIGINAL LOT 30, LOT 31, AND LOT 32 :

SPENCER L MURPHY

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED SPENCER L MURPHY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

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

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

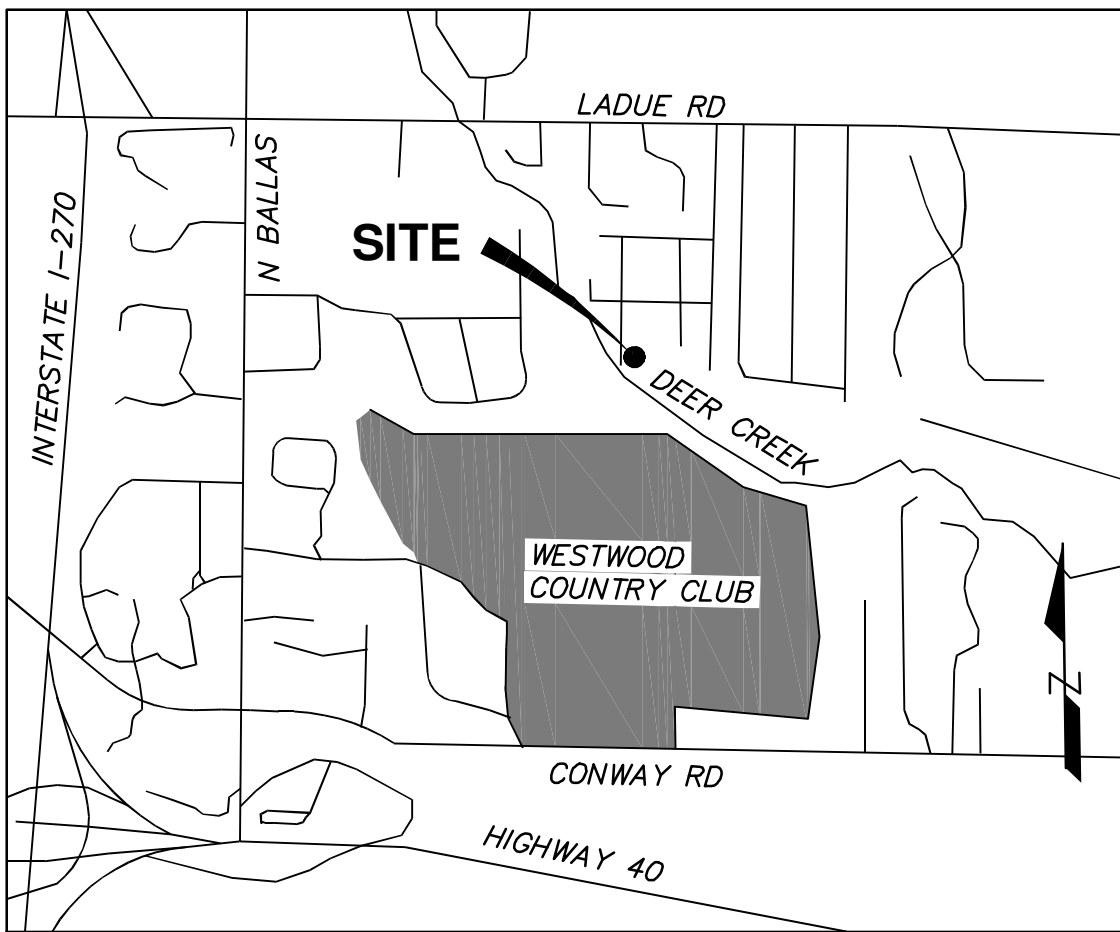
(SEAL)

NO LENDER

LAND DESCRIPTION:

A TRACT OF LAND BEING ALL OF LOT 30, LOT 31, AND LOT 32 OF BLOCK 8 OF MALCOLM TERRACE, A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 92 IN SECTION 11, TOWNSHIP 45 NORTH, RANGE 5 EAST, CITY OF CREVE COEUR, ST LOUIS COUNTY, MISSOURI, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD (FOUND) AT THE SOUTHWEST CORNER OF LOT 32 OF SAID SUBDIVISION ON THE EAST RIGHT-OF-WAY LINE OF TOWNSEND (40' WIDE) STREET; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 22 MINUTES 00 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF LOT 30; THENCE ALONG THE NORTH LINE OF LOT 30, SOUTH 89 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET TO AN IRON ROD (FOUND) AT THE NORTHEAST CORNER OF LOT 30 ON THE WEST LINE OF AN ALLEY; THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 75.00 FEET TO A COTTON SPINDLE (FOUND IN TREE ROOT) AT THE SOUTHEAST CORNER OF LOT 32 ON THE NORTH LINE OF THE RIGHT-OF-WAY OF VON SPIEGEL (40' WIDE) STREET; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, HAVING AN AREA OF 7,500 SQUARE FEET, OR 0.172 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

BASIS OF BEARING:

BEARINGS ARE IN RELATION TO THE RECORDED BEARING OF NORTH 0 DEGREES 22 MINUTES EAST ALONG THE EASTERLY LINE OF "MALCOLM TERRACE" A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 92, ST. LOUIS COUNTY RECORDS.

SOURCE OF RECORD TITLE:

PARCEL # 18N121244 - LOT 30 LAND OF SPENCER L. MURPHY AS RECORDED IN DEED BOOK PAGE _____ ST. LOUIS COUNTY RECORDS.
PARCEL # 18N121134 - LOT 31, 32 LAND OF SPENCER L. MURPHY AS RECORDED IN DEED BOOK 20670, PAGE 1812, ST. LOUIS COUNTY RECORDS.

CORNER OF RECORD:

FOUND IRON ROD AT THE SOUTHWEST CORNER OF LOT 32 OF "MALCOLM TERRACE" A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 92, ST. LOUIS COUNTY RECORDS.

NOTES:

ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL FRACTIONS THEREOF.

TOTAL ACREAGE OF NEW LOT = 7,500 SQUARE FEET OR 0.172 ACRES.

NO CURRENT COMMITMENT FOR TITLE INSURANCE HAS BEEN SUPPLIED TO THE LAND SURVEYOR; THEREFORE NOT ALL EASEMENTS NOR RESTRICTIVE CONDITIONS MAY BE SHOWN HEREON. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

UTILITY LINES SHOWN HEREON ARE BASED UPON AVAILABLE RECORDS SUPPLIED BY UTILITY COMPANIES, FIELD LOCATION OF VISIBLE UTILITIES, AND UPON FIELD LOCATION OF FLAGGING SUPPLIED BY UTILITY COMPANIES. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND NOT ALL MAY BE SHOWN HEREON. CONTACT 1-800-DIG-RITE BEFORE ANY EXCAVATION.

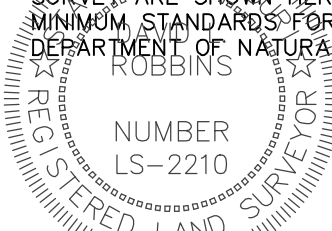
BENCHMARK:

13245 NGVD29 ELEV = 564.08 FT US
RM 258 FEMA PANEL 168; "O" IN OPEN ON FIRE HYDRANT; NORTHWEST CORNER OF TOWNSEND STREET AND ELZEY STREET.
SP MO EAST N=312700± E=255907± METER - ESTIMATED
ROUGH NAD83 LAT=38.651069±(N/+) LONG=90.432138±(W/-)

SITE BENCHMARK: ELV 553.27 TOP OF IRON ROD W/ CAP AT NORTHWEST CORNER OF LOT 30

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO BEN MURPHY THAT AT HIS REQUEST, SUBURBAN LAND SURVEY, INC. HAS PREPARED A CONSOLIDATION PLATT DATED DECEMBER 15, 2014, OF A TRACT OF LAND BEING LOT 30, 31, AND 32 OF BLOCK 8 OF MALCOLM TERRACE A SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 92 IN SECTION 11, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI; THAT THIS PLAT IS BASED UPON A BOUNDARY SURVEY COMPLETED ON THE GROUND; THAT THE RESULTS OF SAID SURVEY ARE SHOWN HEREON; AND THAT THE SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR URBAN CLASS BOUNDARY SURVEYS, AS ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY.



NUMBER LS-2210
DATE 12/15/2014
DAVID W. ROBBINS, R.L.S., 2210
SUBURBAN LAND SURVEY, INC. LS-378-D

CITY CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT OF _____ HAS BEEN REVIEWED AND APPROVED BY THE CITY COUNSEL OF THE CITY OF CREVE COEUR ON THIS _____ DAY OF _____, 20____.

-MAYOR

- CITY CLERK

CERTIFICATE OF TAXES

THIS IS TO CERTIFY THAT I FIND NO UNPAID OR FORFEITED TAXES AGAINST ANY OF THE REAL ESTATE INCLUDED WITHIN THIS PLAT.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

I, THE UNDERSIGNED RECORDER OF DEED FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING AND ANNEXED INSTRUMENT OF WRITING WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 20____ AT _____ O'CLOCK, AND IS TRULY RECORDED IN PLAT BOOK _____ PAGE _____

WITNESS MY HAND AND OFFICIAL SEAL ON THE SAY AND YEAR AFORESAID.

-RECORDER OF DEEDS

BY: _____
-DEPUTY RECORDER

SLS

COMMENT

REVISED

Suburban Land Survey
2007 Bellevue Ave., St. Louis MO 63143
(314) 645-7055 Fax: (314) 644-1225
LICENSED IN MISSOURI AND ILLINOIS

PROJECT:
CONSOLIDATION PLAT
OF LOTS 30, 31, AND 32
MALCOLM TERRACE SUBDIVISION

PREPARED FOR:
BEN MURPHY
338 TOWNSEND STREET
ST. LOUIS, MO 63141

DATE: DECEMBER, 2014

JOB NUMBER: 14104

FILE: Consolidation.dwg

FIELDWORK BY: DK, CK

DRAWN BY: DK

CHECKED BY: DLR

SHEET



1 of 1