



CITY OF ST. PETERS BOARD OF ALDERMEN

TENTATIVE AGENDA FOR REGULAR MEETING
ST. PETERS JUSTICE CENTER, 1020 GRAND TETON DRIVE, ST. PETERS, MO 63376

JULY 23, 2020 – 6:30 P.M.

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation
 - 2. Pledge of Allegiance
 - 3. Oath of Office: William Luu, Police Officer
- D. Approval of Minutes: The [Board of Aldermen Work Session meeting of June 25, 2020](#); and the [Regular Board of Aldermen meeting of June 25, 2020](#).
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions
 - a. [Board of Adjustment Appointments](#)
 - 2. City Administrator's Report:
 - 3. Report of Director, Planning, Community and Economic Development:
 - 4. St. Peters Business Spotlight:
 - a. Maysh Fitness, 6720 Mexico Road (Ward 1) - Austin Manoogia
- F. Open Forum
 - 1. Citizens Petitions and Comments
 - 2. Communications from the Elected Officials
 - 3. Announcements

G. Public Hearings:

1. [The Amended and Restated Petition for creation of HIE Richmond Center CID – Powers](#)

H. Unfinished Business Items:

1. [Bill No. 20-51: Bill](#) authorizing the City Administrator to execute: (1) A Certain Assignment and Assumption Agreement by and among FWCD, LLC, a Missouri Limited Liability Company, Waste Connections of Missouri, Inc., a Missouri Corporation, and the City of St. Peters, Missouri; and (2) A Certain Amendment to Municipal Solid Waste Transfer and Disposal Agreement by and among Waste Connections of Missouri, Inc., a Missouri Corporation, the City of St. Peters, Missouri, and Champ Landfill Company, LLC, a Missouri Limited Liability Company (tabled from 06-25-20)

I. New Business Items:

1. [Bill No. 20-71: Bill](#) establishing the HIE Richmond Center Community Improvement District; and authorizing certain other actions in connection therewith
2. [Bill No. 20-72: Bill](#) authorizing the City Administrator of the City of St. Peters, Missouri to enter into agreements providing for the Acquisition of Right-of-Way, Roadway Maintenance and Utility Easement and Temporary Construction Easement from Marsha K. Bancroft for the Centennial Greenway, Phase 4 Project (Federal Project No. TAP 7305(618))
3. [Resolution](#) concerning Voluntary Annexation William and Susan Foster, 1 Pine Drive

J. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

K. Adjournment

AGENDA Posted at City Hall: July 17, 2020 at 4:00 p.m.
By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: August 13, 2020



CITY OF ST. PETERS BOARD OF ALDERMEN
WORK SESSION MINUTES
June 25, 2020

The Work Session was called to order at approximately 5:00 p.m. on Thursday, June 25, 2020 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. The following were present: Mayor Pagano; Board President Reitmeyer; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Alderman Reimer; Alderman Townsend; Alderman Trupiano; Alderman Violet. Staff present include Vicki Phillips, Acting Director of Parks; Cathy Pratt, Staff Support Services Manager; Burt Benesek, Transportation Development Services Manager; Rick Struttman, Police Chief; Russ Batzel, City Administrator; John Young, City Attorney, and Patty Smith, City Clerk.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOA ITEMS FOR DISCUSSION

Unfinished Business Items: None

New Business Items:

Alderman Reimer moved and Alderman Hollingsworth seconded the motion to remove Illy Drive Annexation/Rezoning Cottleville from the agenda for discussion. The motion was approved.

ILLY DRIVE ANNEXATION/REZONING COTTLEVILLE – BATEMAN

Alderman Bateman spoke about an annexation/rezoning petition with the City of Cottleville on a parcel located at 1 Illy Drive in St. Charles County which is immediately adjacent to the corporate limits of the City of St. Peters. The resolution on tonight's Board of Aldermen agenda provides the City an opportunity to present its thoughts on this petition scheduled for a public hearing before the Planning and Zoning Commission of the City of Cottleville on July 6, 2020. It's important to present our concerns, even though we have not seen petitioner's full presentation or application but believed to be for the enlarged or expanded use of the property for the collection of yard waste materials or composting. This could make an impact on our residential areas and it's important to make the City of Cottleville aware. Suggestion was made by the Board to contact Cottleville's City Administrator, Rich Francis, and explain the City's opposition. **This Resolution is Business Item I-06 on tonight's Board of Aldermen meeting agenda.**

MAYOR/CITY ADMINISTRATOR ITEM

Unfinished Business Items: None

New Business Items:

Alderman Townsend moved and Alderman Violet seconded the motion to remove Aging Ahead Agreement Recommendation from the agenda for discussion. The motion was approved.

AGING AHEAD AGREEMENT RECOMMENDATION – PRATT

Ms. Pratt stated staff is recommending entering into an agreement with Aging Ahead for the continuation of nutrition and multi-purpose senior services at the Tom Brown Senior Center. No comments or questions from the Board of Aldermen. Alderman Reimer moved and Alderman Bateman seconded the motion to approve an Aging Ahead agreement. **This is Business Item I-02 on tonight's Board of Aldermen meeting agenda.**

Alderman Bateman moved and Alderman Hollingsworth seconded the motion to remove HIE Richmond Center Community Improvement District Amended & Restated Petition from the agenda for discussion. The motion was approved.

HIE RICHMOND CENTER COMMUNITY IMPROVEMENT DISTRICT AMENDED & RESTATED PETITION – PRATT

Mayor spoke on previous discussions between staff and the petitioner on the Holiday Inn Express Richmond Center Community Improvement District (CID) Amended and Restated Petition for maintenance and upkeep of the CID.

Ms. Pratt explained staff is expected to receive the petition by July 1st in order to meet the timeline the petitioner requested. A public hearing and CID petition be placed on the July 23, 2020 Board of Aldermen meeting agenda for approval. Ms. Pratt noted that a public hearing notice will be mailed to the property owner/petition, and a public notice will be posted twice in the St. Charles County Journal. Ms. Pratt introduced Attorney Robert Klahr with Armstrong Teasdale, LLP, who spoke on behalf of the petitioner. Mr. Klahr explained the Holiday Inn Express CID petition will recover the extraordinary costs that were associated with changes to the project as it was going through the approval process to accommodate the adjacent residential properties. Aldermen questions on the construction timeline for completion were addressed by the petitioner, Mr. Hemal Patel, who advised work should be completed within 30-60 days and is willing to give City staff construction updates. No further comments or questions from the Board of Aldermen. Alderman Hollingsworth moved and Alderman Reitmeyer seconded the motion to place this item on the July 23, 2020 Board of Aldermen meeting agenda as discussed. The motion was approved. **This item will be placed on the July 23, 2020 Board of Aldermen meeting agenda for consideration.**

Alderman Townsend moved and Alderman Trupiano seconded the motion to remove Spencer Rd & Premier Parkway project Bid Recommendation from the agenda for discussion. The motion was approved.

SPENCER RD & PREMIER PARKWAY PROJECT BID RECOMMENDATION – BENESEK

Mr. Beneseck presented a slideshow and stated staff received six (6) bids for the Spencer Road Transportation Improvement Project. This project is the last phase to improve the intersection of Spencer Road and Premier Parkway to include lane widening, traffic signal installation, signing addition, fiber installation, and ADA improvements. After a thorough review, staff recommends awarding the low, responsible bid, NB West Construction Company in the initial amount of \$1,019,509.47. This project is eligible to receive 80% St. Charles County Road Board funding, up to \$838,856.00. No comments or questions from the Board of Aldermen. **This is business item I-03 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Violet seconded the motion to remove Concrete Ready Mix Bid Recommendation from the agenda for discussion. The motion was approved.

CONCRETE READY MIX BID RECOMMENDATION – BENESEK

Mr. Beneseck stated on June 3, 2019, two (2) bids were received for the supply and delivery of various types of concrete ready mix and concrete additives. At that time, an agreement with Schreiter Ready Mix of O'Fallon, Missouri was authorized the issuance of a blanket purchase order for the expenditure of up to \$250,000 beginning on July 2, 2019 and for a twelve month period, with a clause that allows the agreement to be renewed up to three (3) times. Staff is recommending a twelve month renewal; which will maintain existing unit cost pricing and authorize the expenditure of up to \$250,000, beginning on July 2, 2020. This blanket purchase order is used by the Street, Traffic, Utilities, and Parks departments. No comments or questions from the Board of Aldermen. **This is business item I-04 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Hollingsworth moved and Alderman Reimer seconded the motion to remove Secretary of State/Records Retention Schedule from the agenda for discussion. The motion was approved.

SECRETARY OF STATE/RECORDS RETENTION SCHEDULE – SMITH

City Clerk Smith stated that the Destruction of Records forms provided in this evening's meeting packet necessitate being entered and made a part of the minutes of the Board of Aldermen for June 25, 2020. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to accept the City Clerk's report regarding the Destruction of Record forms that are provided in the Work Session packet and to be entered into the June 25, 2020 minutes of the Board of Aldermen. The motion was approved. **No further Board of Aldermen action is required on this item.**

MISCELLANEOUS UPDATES – BATZEL

- City Code Editorial and Code Analysis/10 Year Review – Pratt/Smith/Young

City Attorney John Young stated the City's recodification process that was presented at the last Work Session includes recommended revisions from the various City departments for review. City Attorney Young explained a revised draft will be presented which removes a

couple items separately, because of their substance. City Attorney Young stated these revisions will be presented for consideration at the July 23rd Board of Aldermen meeting agenda. No further comments or questions from the Aldermen.

- Inclusion Coordinator and DDRB Coordinator – Pratt

Ms. Pratt stated that Unfinished Business Items H-2 and H-3 on tonight's Board of Aldermen meeting agenda are renewal agreements for the Inclusion Coordinator and funding agreement with Development Disabilities Resources Board (DDRB). Ms. Pratt stated the total contract for the Inclusion Coordinator is \$70,166.57; of which DDRB funds \$38,131.00 and the City of St. Peters along with St. Charles and O'Fallon funds the remaining amount at \$9,568.49 each. This contract will start July 1st.

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

Mr. Batzel reminded the Board of Aldermen that City Clerk Smith emailed a revised agenda yesterday, June 24, 2020. Mr. Batzel requested that Unfinished Business Item H-1 for Waste Connections be tabled until the July 23, 2020 Board of Aldermen meeting to give more time for the agreement to be finalized.

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL,
PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called at this time.

ADJOURNMENT OF THE WORK SESSION

Alderman Reimer moved and Alderman Hollingsworth seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 5:53 p.m.

Submitted by,

Patricia E. Smith
City Clerk



City of St. Peters – Records Management
RECORDS DESTRUCTION FORM

Page 1 of 2

Department Name: Human Resources		Total # of Boxes: 2
Department Records Coordinator: Cyndi Wade		
Date: 05/08/20	Office Address: One St. Peters Center Blvd, St. Peters, MO 63376	Telephone: 636.477.6600

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Cyndi Wade</i>	Date: <i>5/8/20</i>	Date of Records Destruction: <i>5/18/2020 & 5/19/2020</i>
Group Manager: <i>Dexter Pratt</i>	Date: <i>5-11-2020</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes: <i>6/25/20</i>		

Request for Department Destruction

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>B. Smith</i>	Date: <i>5/18/2020</i>

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
Box #1	GS064	Employee Training Documents: Sign In Sheets, Tests, Evaluations,	June 2001-April 2017	3 years	P
Box #2	GS041	Volunteer Program Records: statistics, sign in sheets, program planning	September 1995-February 2015	5 years	P



City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Department Name: Human Resources		Total # of Boxes: 2
Department Records Coordinator: Cyndi Wade		
Date: 05/08/20	Office Address: One St. Peters Center Blvd, St. Peters, MO 63376	Telephone: 636.477.6600

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
Box #2	GS042	Volunteer Worker Records: Inactive Volunteers, Incomplete Applications, Interns	March 1997-April 2017	3 years after separation	
					P
					P
					P
					P
					P
					P
					P



City of St. Peters – Records Management
RECORDS DESTRUCTION FORM

Page 1 of 2

Department Name: Human Resources		Total # of Boxes: 1
Department Records Coordinator: Cyndi Wade		
Date: 06/04/20	Office Address: One St. Peters Center Blvd, St. Peters, MO 63376	Telephone: 636.477.6600

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Cyndi Wade</i>	Date: <i>6/5/20</i>	Date of Records Destruction: <i>6-15-2020</i>
Group Manager: <i>Kathy Pratt</i>	Date: <i>6-7-2020</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes: <i>6/25/20</i>		

Request for Department Destruction

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- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Katrina Smith</i>	Date: <i>6/12/20</i>

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
Box #1	GS064	Employee Training Documents: Tests	May 2017	3 years /	P
Box #1	GS041	Volunteer Program Records: statistics, sign in sheets, agreements, program planning, reports, copies of check requests, petty cash reimbursements, and purchase orders	June 2008-April 2015	5 years /	P



City of St. Peters - Records Management
RECORDS DESTRUCTION FORM

Department Name: Human Resources		Total # of Boxes: 1
Department Records Coordinator: Cyndi Wade		
Date: 06/04/20	Office Address: One St. Peters Center Blvd, St. Peters, MO 63376	Telephone: 636.477.6600

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
Box #1	GS042	Volunteer Worker Records: Incomplete Applications, Interns, completed community service files, inactive volunteers	April 2014-May 2017	3 years after separation ✓	P
					P
					P
					P
					P
					P
					P
					P



**City of St. Peters – Records Management
RECORDS DESTRUCTION FORM**

Page ____ of ____

Department Name: SSS-PURCHASING		Total # of Boxes:
Department Records Coordinator: RITA WESTERSON		
Date: 06/01/20	Office Address: CITY HALL	Telephone: EXT 1224

Caution: A record may not be destroyed if any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the record is initiated before the expiration of the retention period. The record must be retained until completion of the action and the resolution of all issues that arise from it, or until the expiration of the retention period, whichever is later. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so.

Department Records Coordinator: <i>Rita Westerson</i>	Date: <i>6-1-20</i>	Date of Records Destruction: <i>6-15-2020</i>
Group Manager: <i>Cathy Pratt</i>	Date: <i>6-2-2020</i>	Destruction Method: Shredding <input checked="" type="checkbox"/> Discard <input type="checkbox"/> Outside Vendor <input type="checkbox"/>
Date of BOA Minutes: <i>6/25/20</i>		

Request for Department Destruction

- I certify that these OFFICIAL RECORD COPIES are past the retention period specified by the Missouri Secretary of State Records Retention Schedule and that all audit and administrative requirements have been satisfied.
- I certify that no HOLD has been placed on these OFFICIAL RECORDS due to any litigation, claim, negotiation, audit, or open records requests and that all administrative requirements have been satisfied.

Required Approval Signature	
City Clerk: <i>Patricia Edmister</i>	Date: <i>6/12/20</i>

Note: Please read the instructions on page 3 concerning Departmental Records Destruction.

User Box #	Retention Schedule Records Item #	Description of Records	Inclusive Year(s)	Retention Period	Medium
	GS060	MAINTENANCE AGREEMENTS	2008-2013	⁵ YEARS AFTER EXPIRATION	

Maintenance 5 Year after agreement expires

Active Network	9/30/08	
ADT Security	9/19/11	
Adtran	11/30/03	
Advanced Wireless	9/30/10	
Americom	12/22/06	
Americom Imaging	11/19/10	
AT&T	10/6/09	
Attachmate	9/30/02	
Aurigo Software	12/31/12	
Blue Valley Public	3/3/89	
Brown Traffic	5/31/13	
Bruce Terminix	11/30/09	
CamDex Security	10/31/10	
CK Power	10/15/09	Kohler
CK Power	10/15/09	Generator
CK Power	10/15/09	Cummins
CK Power	10/15/09	Police Generec
CDS Office Technologies	4/30/13	
CDS Office	5/11/09	
CDW	5/29/14	Bluecoat
CDW	10/2/07	Apple
Compaq	9/30/02	
Da Com	11/16/13	CMPF 1 st Floor
Da Com	11/16/13	CMPF 2 nd Floor
Da Com	10/26/03	Comm Arts
Da Com	12/9/07	CMPF
Danka	12/15/03	Streets
Danka	12/31/07	IS

Maintenance 5 Year after agreement expires

Danka	3/23/06	Utilities
Danka	2/28/07	Parks
Dataforce	9/30/02	
Data Processing	4/29/07	
Deighton Assoc.	10/31/03	
Delores McCombs & Assoc.	3/31/12	
Dictaphone	9/30/03	
Digital AV	5/31/12	
DTN	8/31/12	
EBE	7/17/13	
DPSI	9/30/12	
FHE	12/31/11	
Fishnet	2/21/10	
Fishnet	8/24/14	
Elliott	4/30/14	
Fishnet	1/28/04	
Enterprise	4/27/09	
Gateway Ind. Power	6/30/03	
GFI digital	1/10/08	
Haines & Co	11/17/11	
Help Desk tech corp.	11/30/10	
HLP	12/31/13	
IBM	9/23/08	
HP IS	10/16/06	
Ikon – CM	6/30/04	
Ikon PD	2/29/13	
Ikon CMPF	1/10/04	
Ikon CMPF	12/28/06	
Ikon Com Rel	12/11/07	

Maintenance 5 Year after agreement expires

Ikon Eng	1/8/07
Ikon PD	5/18/05
Ikon PD	9/13/07
Ikon PD	1/31/07
Ikon PD	2/14/07
Ikon R.P.	10/19/04
Ikon PD	2/14/07
Integraph IS	4/30/11
Intermec IS	10/26/05
Interface Security	March 2013
Insight	3/29/12
Kustom Sig PD Surveillance	6/4/04
Kroll	12/10/10
Lancope IS	12/31/08
Liebert IS	4/24/07
Locate Plus PD	5/21/12
Marconi - Switch	2/1/05
M Orenet Fees – win	9/9/05
McAfee Antnirus – SSS IT	7/21/12
MGBS Inc – Scanners Finance	3/23/11
Network Technology – Golf Course	6/1/10
Nixle	4/28/12
Orbit	3/20/10
Overhead Door	10/12/10
Panasonic Courts	9/30/03
Panasonic PD	6/30/03
Perseus Development	8/31/05
Panasonic Eng	10/1/04
Panasonic Admin	2/28/02

Maintenance 5 Year after agreement expires

Philibert Security	7/31/12
Pitney Bowes – IS	10/1/10
Pitney Bowes – PD	3/30/11
RBM Streets	2/1/11
RBM WIN	11/1/06
RBM Community Arts	12/31/10
RBM Court	3/1/06
RBM R.P.	3/23/06
RBM CAC	3/23/06
Insight Rkon – IS	6/4/15
RM Wester	10/31/12
Rejis	11/30/12
Rejis	6/30/12
Rejis	10/31/12
Rejis	9/30/08
Rejis Pd	4/2/04
Rejis IS	12/27/04
Ricoh PD	11/13/12
SBC – AT&T	6/29/09
Sentinel technologies Sophos	9/17/12



CITY OF ST. PETERS CITY HALL
BOARD OF ALDERMEN REGULAR MEETING MINUTES
JUNE 25, 2020

CALL TO ORDER

Mayor Pagano called the Board of Aldermen meeting to order at approximately 6:30 p.m. on June 25, 2020, at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. Present were: Mayor Pagano; Alderman Barclay; Alderman Bateman; Alderman Hollingsworth; Alderman Reimer; Board President Reitmeyer; Alderman Townsend; Alderman Trupiano; Alderman Violet; Chief of Police, Rick Struttman; City Administrator, Russ Batzel; City Attorney, John Young; and City Clerk, Patty Smith. Steve Koeneman delivered the Invocation. Mayor led the Pledge of Allegiance.

GENERAL MUNICIPAL ELECTION JUNE 2, 2020

ACKNOWLEDGEMENT OF CERTIFIED ELECTION RESULTS OF THE APRIL 7, 2020
GENERAL MUNICIPAL ELECTION HELD ON JUNE 2, 2020 PER EXECUTIVE ORDER 20-03

Copies of the certified election results from the St. Charles County Election Authority were provided to the Board of Aldermen. City Clerk Smith read the Certified Election results of the April 7, 2020 General Municipal Election held on June 2, 2020. Alderman Reitmeyer moved and Alderman Hollingsworth seconded the motion to approve and accept the Certified Election results of the April 7, 2020 General Municipal Election held on June 2, 2020. The motion was approved unanimously.

Alderman Bateman called a point of order, calling attention for recognition of Alderman Hollingsworth.

RECOGNITION OF SERVICE: ALDERMAN, WARD 2 - JERRY HOLLINGSWORTH

Mayor Pagano and the Board of Aldermen presented a plaque to Jerry Hollingsworth for his 28 years of service as Aldermen, his leadership, and as a committee member. Alderman Hollingsworth introduced his family in attendance.

CEREMONIAL OATH OF OFFICE AND SEATING OF ELECTED OFFICIALS BY: P. SMITH, CITY CLERK

City Clerk Smith administered the Ceremonial Oath of Office to Mayor Len Pagano. Mayor Pagano introduced his family in attendance.

Mayor Pagano invited each of the newly elected officials and their families to come forward. City Clerk Smith administered the Ceremonial Oath of Office individually to, John "Rocky" Reitmeyer as Alderman Ward 1, Dr. Gregg S. Sartorius as Alderman Ward 2, Melissa Renee Reimer as Alderman Ward 3, and Patrick A. Barclay as Alderman Ward 4. City Clerk Smith congratulated Mayor Pagano and each of the Aldermen, presenting each of them with the executed Oath of Office. Mayor Pagano congratulated the Aldermen and each of them introduced their families. After the Oath of Office, the Mayor and the Board of Aldermen were welcomed and congratulated as they took their official seats.

MOTION TO ADJOURN SINE DIE

Alderman Hollingsworth moved and Alderman Violet seconded the motion to adjourn sine die at 7:25 p.m. and reconvene with the new Board of Aldermen. The motion was approved.

CALL TO ORDER OF THE NEW BOARD OF ALDERMEN, MAYOR LEN PAGANO

Mayor Pagano called the Board of Aldermen meeting to order with the New Board of Aldermen at approximately 7:29 p.m.

ROLL CALL OF THE NEW BOARD OF ALDERMEN

Mayor Pagano requested City Clerk Smith to take roll call of the new Board of Aldermen. Present were: Mayor Pagano; Alderman Barclay; Alderman Bateman; Alderman Reimer; Board President Reitmeyer; Alderman Sartorius; Alderman Townsend; Alderman Trupiano; Alderman Violet. Also present were Chief Struttmann; City Administrator Batzel; City Attorney Young; and City Clerk Smith.

APPROVAL OF MINUTES: THE BOARD OF ALDERMEN WORK SESSION MEETING OF MAY 28, 2020 AND THE REGULAR BOARD OF ALDERMEN MEETING OF MAY 28, 2020

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to approve the Board of Aldermen Work Session meeting minutes of May 28, 2020 and the Regular Board of Aldermen meeting minutes of May 28, 2020. All in favor, the motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS

BOARD OF ADJUSTMENT RE-APPOINTMENT

Alderman Reitmeyer read the appointment of the following individual for re-appointment to the Board of Adjustment: Brian Stiens, 8 Spencers Crossing, St. Peters (Ward 3); for the term effective immediately and expiring May 31, 2025. Alderman Reimer moved and Alderman Trupiano seconded the motion to approve the appointment. All in favor, the motion carried and the appointment was approved.

ST. PETERS PARKS, RECREATION AND ARTS ADVISORY BOARD APPOINTMENT

Alderman Bateman read the appointment of the following individual for appointment to the St. Peters Parks, Recreation and Arts Advisory Board: Madaline Barteau, 10 Terrestrial Hill, St. Peters (Ward 4); for the term effective immediately and expiring January 31, 2021. Alderman Barclay moved and Alderman Bateman seconded the motion to approve the appointment. All in favor, the motion carried and the appointment was approved.

CITY ADMINISTRATOR'S REPORT

None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT

NONE

ST. PETERS BUSINESS SPOTLIGHT: NONE

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS

Robert Worlitz, resident of 408 Suttersmill, spoke opposing a recent protest in the area and questioning who pays for it.

Rick Dinnelia, resident of 11 Buckboard, filled out a comment request card but left before comment period commenced. Alderman Bateman advised she previously spoke with Mr. Dinnelia and he mentioned his concern for the tattered flag at the Justice Center, which needs replacing.

Joan Koechig, St. Charles resident of 3084 Devilla Trail, filled out a comment request card but did not speak during the comment period.

COMMUNICATIONS FROM THE ELECTED OFFICIALS

Elected Officials made comments during this time.

ANNOUNCEMENTS

None

PUBLIC HEARINGS:

None

UNFINISHED BUSINESS ITEMS:

MOTION/TABLED: BILL NO. 20-51: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE: (1) A CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG FWCD, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, AND THE CITY OF ST. PETERS, MISSOURI; AND (2) A CERTAIN AMENDMENT TO MUNICIPAL SOLID WASTE TRANSFER AND DISPOSAL AGREEMENT BY AND AMONG WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, THE CITY OF ST. PETERS, MISSOURI, AND CHAMP LANDFILL COMPANY, LLC, A MISSOURI LIMITED LIABILITY COMPANY

Alderman Violet moved and Alderman Townsend seconded the motion to table business item H-01, Bill No. 20-51, to the July 23, 2020 regular Board of Aldermen meeting. The motion was approved.

Alderman Reitmeyer moved and Alderman Townsend second the motion to remove Bill No. 20-61 from the table of the May 28, 2020 Board of Aldermen meeting.

MOTION/APPROVED: BILL NO. 20-61: ORDINANCE NO. 7317: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH TABRI, LLC FOR INCLUSIVE RECREATION SERVICES

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read Bill No. 20-61 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Barclay moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Sartorius read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-61 passed becoming Ordinance No. 7317.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

Alderman Townsend moved and Alderman Trupiano seconded the motion to remove Bill No. 20-62 from the table of the May 28, 2020 Board of Aldermen meeting.

MOTION/APPROVED: BILL NO. 20-62: ORDINANCE NO. 7318: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A FUNDING AGREEMENT WITH THE DEVELOPMENTAL DISABILITIES RESOURCES BOARD OF ST. CHARLES COUNTY (DDRB) FOR INCLUSION COORDINATOR RECREATION SERVICES

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read Bill No. 20-62 for the first time. The motion carried and Alderman Barclay read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-62 passed becoming Ordinance No. 7318.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

NEW BUSINESS ITEMS

MOTION/APPROVED: BILL NO. 20-66: ORDINANCE NO. 7319: AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN SECOND AMENDED AND RESTATED CONSULTING AGREEMENT

Alderman Reimer moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Bateman seconded the motion to read Bill No. 20-66 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman

Barclay moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Trupiano read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-66 passed becoming Ordinance No. 7319.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 20-67: ORDINANCE NO. 7320: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ST. PETERS, MISSOURI AND AGING AHEAD FOR ACTIVITIES AND SERVICES AT THE TOM BROWN SENIOR CITIZEN CENTER

Alderman Barclay moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Reimer seconded the motion to read Bill No. 20-67 for the first time. The motion carried and Alderman Violet read the Bill. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Bateman read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-67 passed becoming Ordinance No. 7320.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 20-68: ORDINANCE NO. 7321: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CONTRACT WITH N.B. WEST CONTRACTING COMPANY FOR CONSTRUCTION OF THE SPENCER ROAD TRANSPORTATION IMPROVEMENTS PROJECT

Alderman Reimer moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Reimer moved and Alderman Barclay seconded the motion to read Bill No. 20-68 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Reimer read the Bill. Alderman Bateman moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-68 passed becoming Ordinance No. 7321.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 20-69: ORDINANCE NO. 7322: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ISSUE A PURCHASE ORDER FOR THE PROCUREMENT OF CONCRETE READY MIX MATERIALS

Alderman Trupiano moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Trupiano moved and Alderman Reimer seconded the motion to read Bill

No. 20-69 for the first time. The motion carried and Alderman Sartorius read the Bill. Alderman Reimer moved and Alderman Barclay seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Reitmeyer moved and Alderman Violet seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-69 passed becoming Ordinance No. 7322.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 20-70: ORDINANCE NO. 7323: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AGREEMENTS PROVIDING FOR ACQUISITION OF RIGHT-OF-WAY, PERMANENT UTILITY EASEMENT, ALONG WITH THREE TEMPORARY CONSTRUCTION EASEMENTS FROM DANIEL V. BOECKMAN FOR THE CENTENNIAL GREENWAY, PHASE 4 PROJECT (FEDERAL PROJECT NO. TAP 7305(618))

Alderman Reitmeyer moved and Alderman Reimer seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read Bill No. 20-70 for the first time. The motion carried and Alderman Townsend read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Trupiano read the Bill. Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 20-70 passed becoming Ordinance No. 7323.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1593: A RESOLUTION OF THE CITY OF ST. PETERS, MISSOURI, OPPOSING ANY ACTION BY THE CITY OF COTTLEVILLE AUTHORIZING THE ENLARGED OR EXPANDED USE OF PROPERTY LOCATED AT 1 ILLY DRIVE FOR THE COLLECTION OF YARD WASTE MATERIALS OR COMPOSTING

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to introduce the Resolution. The motion carried. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to read the Resolution for the first time. The motion carried and Alderman Bateman read the Resolution. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1593 was adopted.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session called at this time.

ADJOURNMENT

Alderman Townsend moved and Alderman Sartorius seconded the motion to adjourn the Regular Board of Aldermen meeting. Motion approved and the Regular Board of Aldermen meeting adjourned at approximately 8:09 p.m.

Respectfully submitted,

Patricia E. Smith
City Clerk

DRAFT



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

A handwritten signature in black ink, appearing to read "Jim Pagano".

TO: BOARD OF ALDERMEN
FROM: MAYOR PAGANO
SUBJECT: APPOINTMENT TO THE BOARD OF ADJUSTMENT
DATE: JULY 13, 2020

I am nominating the following individual for appointment from Alternate Member to Member the Board of Adjustment as follows:

Brynn Palmer, 5 Thompson Station Road, St. Peters, MO 63376, (Ward1) for the term effective immediately and expiring May 31, 2024. Ms. Palmer will be filling the vacancy of William Kendall, who resigned.

I am nominating the following individual for appointment as Alternate Member to the Board of Adjustment as follows:

Jeffrey Peine, 1513 Heritage Manor Court, St. Peters, MO 63376, (Ward 4) for the term effective immediately and expiring May 31, 2023. Mr. Peine will be filling the vacancy of Dr. Gregg Sartorius, who resigned.

Rebecca Sabugal, 617 Country Squire Circle, St. Peters, MO 63376, (Ward 2) for the term effective immediately and expiring May 31, 2024. Ms. Sabugal will be filling the vacancy of Brynn Palmer, who was appointed from Alternate Member to Member.

If you have any questions or comments regarding this appointment, please contact me.

APPLICATION

(Applications on file with the City Clerk's Office)

NOTICE OF PUBLIC HEARING
Before the Board of Aldermen of the City of St. Peters, Missouri

Please be advised that on Thursday, July 23, 2020, at 6:30 p.m. at St. Peters Justice Center, 1020 Grand Teton Drive, St. Peters, Missouri 63376 (“*Justice Center*”), the Board of Aldermen of the City of St. Peters, Missouri (“*City*”) will hold a public hearing to consider the Amended and Restated Petition for the Creation of a Community Improvement District (“*Petition*”) pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended. The Petition was filed with the City Clerk for the City and, among other things, seeks to establish the HIE Richmond Center Community Improvement District (“*CID*”).

The boundaries of the proposed CID generally consist of approximately 3.56 acres of real property commonly known and numbered as 50 Richmond Center Boulevard (assigned Parcel No. 2-0055-A782-00-000B.0000000), all being located in the City. A map of the boundaries of the proposed CID is provided below.

The Petition is available for review at the office of Patty Smith, City Clerk for the City located at St. Peters City Hall, One St. Peters Centre Boulevard, St. Peters, Missouri 63376, during regular business hours Monday through Friday from 8:30 a.m. to 5:00 p.m.

All interested persons shall be given the opportunity to be heard at the public hearing.

Boundary Map of CID



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE: (1) A CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG FWCD, LLC, A MISSOURI LIMITED LIABILITY COMPANY, WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, AND THE CITY OF ST. PETERS, MISSOURI; AND (2) A CERTAIN AMENDMENT TO MUNICIPAL SOLID WASTE TRANSFER AND DISPOSAL AGREEMENT BY AND AMONG WASTE CONNECTIONS OF MISSOURI, INC., A MISSOURI CORPORATION, THE CITY OF ST. PETERS, MISSOURI, AND CHAMP LANDFILL COMPANY, LLC, A MISSOURI LIMITED LIABILITY COMPANY

WHEREAS, the City and FWCD, LLC (“FWCD”) entered into a certain Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 (the “Agreement”); and

WHEREAS, Meridian Waste Missouri, LLC, a Missouri limited liability company is the sole member of FWCD and FWCD presently owns all of the Contractor’s right, title and interest in and to the Agreement; and

WHEREAS, FWCD desires to assign to Waste Connections of Missouri, Inc., a Missouri corporation (“Waste Connections”), and Waste Connections desires to assume from FWCD all of FWCD’s rights, title, interests and obligations in, to and under the Agreement, which assignment and assumption the City is willing to consent to pursuant to Section 15 of the Agreement; and

WHEREAS, contemporaneous with the execution of the Assignment, the City and Waste Connections are desirous of entering into a certain Amendment to the Municipal Solid Waste Disposal and Transfer Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION NO. 1. Assignment of and Amendment to Municipal Solid Waste Disposal and Transfer Agreement.

A. That the form, terms and provisions of the Assignment and Assumption Agreement (the “Assignment”) attached hereto, marked as **Exhibit “A”**, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Assignment in substantially the form attached hereto.

B. That the form, terms and provisions of the Amendment to Municipal Solid Waste Transfer and Disposal Agreement (the “Amendment”) attached hereto, marked as Exhibit “B”, and incorporated by reference herein, be and they hereby are, in all respects approved, and that

the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City said Amendment in substantially the form attached hereto.

C. That the City Administrator is hereby further authorized and directed for and on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary or appropriate to consummate the Assignment and the Amendment, and to perform all of the terms, provisions and conditions of the Assignment and the Amendment. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance or in the Assignment or the Amendment shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

SECTION NO. 2. Savings.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION NO. 3. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION NO. 4. Effective Date.

This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 23rd day of July, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

EXHIBIT A

[On file in Office of the City Clerk]

DRAFT

EXHIBIT B

[On file in Office of the City Clerk]

DRAFT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Assignment”) is made and entered into as of 12:01 a.m. on June 1, 2020 (the “Effective Date”), by and among FWCD, LLC, a Missouri limited liability company (“Assignor”), WASTE CONNECTIONS OF MISSOURI, INC., a Missouri corporation (“Assignee”), and the CITY OF ST. PETERS, MISSOURI, a fourth class city and political subdivision of the State of Missouri (“City”) (each hereinafter also referred to as a “Party” and collectively as the “Parties”).

RECITALS

- A. WHEREAS, the City and FWCD, LLC entered into the certain Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 (the “Agreement”); and
- B. WHEREAS, Meridian Waste Missouri, LLC, a Missouri limited liability company (“Meridian”) is the sole member of Assignor and Assignor presently owns all of FWCD, LLC’s right, title and interest in and to the Agreement; and
- C. WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor all of Assignor’s rights, title, interests and obligations in, to and under the Agreement, which assignment and assumption the City is willing to consent to pursuant to Section 15 of the Agreement.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignment and Assumption. As of the Effective Date, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET-OVER, and DELIVER unto Assignee the Agreement, including without limitation, all causes of action existing or arising thereunder, if any, and all the rights, interests, benefits and obligations of every kind and description whatsoever belonging to or accruing to the benefit of Assignor under the Agreement.

Assignee hereby assumes and agrees to perform all of the terms, covenants, conditions and obligations required to be performed on the part of Assignor under the Agreement, from and after the Effective Date hereof, but not prior thereto. Assignee hereby agrees to indemnify, defend, save and hold harmless Assignor from and against any and all losses, liabilities, claims, or causes of action (including attorney’s fees incurred in the enforcement of this indemnification and otherwise) arising out of or related to Assignee’s failure to perform any of the obligations of Assignor under the Agreement from and after the Effective Date.

Assignor covenants and agrees to indemnify, defend, save and hold harmless Assignee from and against any and all losses, liabilities, claims, or causes of action (including attorneys’ fees incurred in the enforcement of this indemnification and otherwise) arising out of or related to

Assignor's failure to perform any of Assignor's obligations under the Agreement that accrued or became performable, due or owing prior to the Effective Date.

2. Consent. The City hereby consents to this Assignment pursuant to the provisions of Section 15 of the Agreement. Assignor, Assignee and the City agree that: (a) except as expressly pursuant to paragraph 3 below, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect on and after the Effective Date, and (b) the City's consent to this Assignment shall not be considered as a novation of the Agreement.

3. Contingent. Notwithstanding anything herein to the contrary, this Assignment is contingent upon, and shall not be binding upon the Parties unless and until Assignee and the City enter into, contemporaneously herewith, a certain Amendment to Municipal Solid Waste Transfer and Disposal Agreement upon terms and conditions that are mutually agreeable to each of Assignee and the City. Nothing herein shall require Assignee or the City to enter into such an amendment. If Assignee and the City do not enter into such an amendment contemporaneously herewith, then this Assignment shall without further action of the Parties be deemed null and void and of no further force or effect.

4. Governing Law. This Assignment shall be construed under the laws of the State of Missouri without regard to conflicts of law provisions.

5. Successors. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and may be modified only in writing, signed by the City, Assignor and Assignee, or their respective successors or assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts by the Parties. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding that less than all of the Parties may have executed it. Facsimile signatures or electronic shall be as effective as original signatures.

7. Authorization and Capacity. Each Party represents to the other that it has the full right, power and authority to enter into this Assignment and to fully perform its obligations hereunder. Each person executing this Assignment warrants and represents that each has the authority to execute this Assignment in the capacity stated and to bind such party hereto. Each Party will furnish to the other copies of such corporate resolutions, certificates and agreements as the other may reasonably require in order to confirm such authority and capacity of each Party and of the persons who have executed this Assignment on its behalf.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the Effective Date.

*[Remainder of page intentionally left blank,
Signature pages to follow.]*

CITY:

CITY OF ST. PETERS, MISSOURI

By: _____

Name: Russell W. Batzel

Its: City Administrator

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

On this ____ day of _____, 2020, before me, _____, a Notary Public in and for said state, personally appeared Russell W. Batzel, City Administrator, of the City of St. Peters, Missouri, a political subdivision of the State of Missouri, known to me to be the person who executed the within Assignment in behalf of said political subdivision, and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires:

**AMENDMENT
TO
MUNICIPAL SOLID WASTE TRANSFER AND DISPOSAL AGREEMENT**

This Amendment to Municipal Solid Waste Transfer and Disposal Agreement (“Amendment”) is made and entered into as of 12:01 a.m. on June 1, 2020 (the “Effective Date”), by and among WASTE CONNECTIONS OF MISSOURI, INC., a Missouri corporation (“Contractor”), the CITY OF ST. PETERS, MISSOURI, a fourth class city and political subdivision of the State of Missouri (the “City”), and CHAMP LANDFILL COMPANY, LLC, a Missouri limited liability company (“Champ”); provided, however, Champ is signing this Amendment for the sole purpose of agreeing to the provisions in Section 16 of this Amendment. Contractor and the City are each individually referred to herein as a “Party” and collectively as the “Parties”. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

RECITALS

A. WHEREAS, the City and FWCD, LLC, a Missouri limited liability company (“FWCD”), entered into a certain Municipal Solid Waste Transfer and Disposal Agreement dated January 24, 2008 (the “Agreement”); and

B. WHEREAS, Meridian Waste Missouri, LLC, a Missouri limited liability company (“Meridian”) is the sole member of FWCD, and FWCD presently owns all of Contractor’s right, title and interest in and to the Agreement as defined therein; and

C. WHEREAS, contemporaneous with the execution of this Amendment, FWCD and Contractor are entering into a certain Assignment and Assumption Agreement by which FWCD is assigning to Contractor, and Contractor is assuming, all of FWCD’s rights, title, interests and obligations in, to and under the Agreement, which assignment and assumption the City is willing to consent to pursuant to Section 15 of the Agreement; and

D. WHEREAS, the Parties desire to amend the Agreement as specified herein.

AMENDMENTS

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the premises and obligations as set forth in this Amendment, and other good and valuable consideration, the receipt and adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Recitals. The Recitals to this Amendment are hereby incorporated by reference herein, and form a material part of this Amendment. The recitals to the Agreement are hereby amended by adding thereto the following recital after the last recital contained therein:

“WHEREAS, Champ Landfill Company, LLC now owns and operates the landfill that was previously known as the “Fred Weber Landfill” and that is located at or about 2305 Creve Coeur Mill Road, Maryland Heights, MO 63043.”

2. Amendment to References to “Fred Weber Landfill”. Except in the recitals, all references to “Fred Weber Landfill” throughout the Agreement are hereby deleted and replaced in lieu thereof with “Champ Landfill”.

3. Amendment to Section 1.04. Section 1.04 of the Agreement is hereby amended and restated in its entirety to read as follows:

“1.04 “Contractor” shall mean Waste Connections of Missouri, Inc., a Delaware corporation.”

4. Amendment to Section 1.06. Section 1.06 of the Agreement is hereby amended and restated in its entirety to read as follows:

“1.06 “Champ Landfill” or “Landfill” shall mean the landfill owned, operated and maintained by Champ and located at or about 2305 Creve Coeur Mill Road, Maryland Heights, MO 63043,” and more particularly described on Exhibit A attached to this Amendment.”

5. Amendment to Section 4. The following is hereby added at the end of Section 4:

“4.04 Transfer Trailer Weight. Notwithstanding anything herein to the contrary, in no event shall the City load a Transfer Trailer with more than the weight of Solid Waste legally permitted to be transported over any road, street, thoroughfare, highway, interstate or other passage which Contractor uses in its reasonable discretion. The City shall be responsible for any overweight citations resulting from the overloading of any Transfer Trailer.”

6. Amendments to Section 10.01 A. The reference in Section 10.01 A. to “\$22.50” is hereby deleted and replaced with “\$25.83 per ton (\$22.57 fee + \$3.26 tax).” The reference in Section 10.01 A. to “\$4.50” is hereby deleted and replaced with “\$5.36 per ton.” The following is hereby added at the end of Section 10.01 A.:

“The City agrees that Contractor may request an increase in the fee per ton of Solid Waste transported and charged to the City by Contractor in the event the State of Missouri or St. Louis County, Missouri, shall impose a new tax, fee, or other assessment upon Contractor for hauling Solid Waste on public roads within their respective jurisdiction. Upon receipt of such a request from Contractor, the City shall have thirty (30) days thereafter to consider the Contractor’s request. In the event the City should reject the requested fee increase, then Contractor shall have the right, for thirty (30) days after receipt of such rejection, to terminate this Agreement on ninety (90) days prior written notice to City.”

7. Amendment to Section 13. The principal amount of the performance bond to be purchased by Contractor is hereby amended to be \$2,000,000, to be renewed annually, with all other terms and provisions of Section 13 to remain the same.

8. Amendment to Section 14.01. Section 14.01 is hereby amended by deleting the same in its entirety and inserting in lieu thereof the following:

“14.01 Contractor Indemnity. Contractor shall indemnify, defend and hold harmless the City from all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the City for any injuries or damages to the extent caused by or arising from the negligent acts or omissions, or intentional or reckless misconduct of Contractor, its servants, or agents incurred in performance of this Agreement. Contractor shall indemnify, defend and hold harmless the City from any and all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the City for any injuries or damages to the extent caused by or arising from any infringement, alleged infringement, or use of any patent, patented device, article, system, arrangement, material, or process used by Contractor in its performance of this Agreement. Contractor agrees to indemnify, defend and hold harmless the City from and against all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the City for injuries or damages arising from, or for removal, remedial or corrective actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any comparable state law, except to the extent caused by the negligent acts or omissions, or intentional or reckless misconduct of the City, or its employees, agents, representatives or contractors (other than Contractor). ”

9. Amendments to Section 14.02 A.

Section 14.02 A.1. is hereby deleted in its entirety and replaced with the following:

“Worker’s Compensation for statutory limits in accordance with applicable law and Employers Liability limits of \$1,500,000 per accident.”

Section 14.02 A.2. is hereby amended by adding thereto the following:

“h. Pollution Liability.

And deleting therefrom the last sentence and replacing the same with the following:

The above policy(ies) shall be written with limits of at least \$2,000,000 each occurrence and \$5,000,000 aggregate, except for Pollution Liability which shall be \$5,000,000 per occurrence and \$5,000,000 aggregate.”

Section 14.02 A.3. is hereby deleted in its entirety, and replaced with the following:

“Business Motor Vehicle Policy (Comprehensive Motor Vehicle Liability Insurance) providing coverage for all owned, non-owned, and hired vehicles. Minimum limits to be at least \$5,000,000, combined single limit, for Bodily Injury Liability and Property Damage Liability.”

10. Amendment to Section 14.02 B. Section 14.02 B is hereby deleted in its entirety.

11. Amendment to Section 14.02 C.1.a. Section 14.02 C.1.a. is hereby deleted in its entirety and replaced with the following:

“1. Comprehensive General Liability, Business Motor Vehicle Liability and Pollution Liability Coverages

a. The City, its officers, officials, employees and agents are to be COVERED AS ADDITIONAL INSUREDS under the Comprehensive General Liability, Business Motor Vehicle Liability and Pollution Liability Coverages provided for in Section 14.02 A. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or agents.”

12. Amendment to Section 14.02 E. Section 14.02 E is hereby deleted in its entirety and replaced with the following:

“Contractor shall furnish the City with certificates of insurance and an additional insured endorsement (“AIE”) issued by each applicable insurance carrier to evidence the coverages required in Section 14.02 A., which AIE shall utilize the Standard ISO Additional Insured Endorsement, 1985 Broad Form. The certificates and AIE for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received by the City before the Effective Date of this Amendment.”

13. Amendment to Section 14.03. Section 14.03 is hereby deleted in its entirety and replaced with the following:

“City Indemnity. City shall indemnify, defend and hold harmless the Contractor from all claims, demands, suits, actions or liability (including attorneys’ fees and expenses) asserted against the Contractor for any injuries or damages to the extent caused by or arising from the negligent acts or omissions, or intentional misconduct of City, its servants or agents incurred in performance of this Agreement. The City agrees to indemnify, defend and hold harmless the Contractor from and against all claims, demands, suits, actions or liability (including attorneys’ fees and expenses), asserted against Contractor for injuries or damages arising from or for removal, remedial or corrective actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or comparable state law incurred as the result of the City’s activities under this Agreement, except to the extent caused by the negligent acts or omissions, or intentional or reckless misconduct of the Contractor, Champ, or their employees, agents, representatives or contractors (other than Contractor); provided however anything to the contrary contained in this Agreement notwithstanding, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the City by statute or common law.”

14. Amendment to Section 16. Section 16 is hereby amended to replace the “If to Contractor” information with the following:

“If to Contractor:

Waste Connections of Missouri, Inc.
Attn: Manager
196 NW Industrial Ct.
Bridgeton, MO 63044

With a copy to:

Waste Connections US, Inc.
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380”

15. Existing Guaranty. Contractor has no obligations, liabilities or responsibilities relating to the provisions in Section 22 of the Agreement. The City hereby agrees that any existing guaranty established pursuant to or in connection with the Agreement is the sole responsibility of the City to obtain, maintain and enforce. Notwithstanding anything to the contrary in the Agreement, and without limiting the breadth of the foregoing, Contractor does not have any obligation to cause Guarantor to execute the Unconditional Guaranty with Waiver of Defenses and does not have any filing obligations related thereto.

16. Champ Landfill Representations, Warranties and Agreement. Champ acknowledges that Contractor and the City would not enter into this Amendment without the following representations, warranties and agreements of Champ, and that a direct benefit will accrue to Champ by the Agreement. In order to induce the Parties to enter into this Amendment, Champ warrants and represents to the Parties that at all times during the term of the Agreement, it shall (a) have lined, Subtitle D Approved Landfill Cells available at the Champ Landfill sufficient to dispose of six (6) months minimum average annual tonnage of the City's Solid Waste received by Contractor from the Transfer Facilities, and (b) maintain liability insurance coverages in accordance with Sections 14.02.A.2. and A.3., and Sections 14.02 C., D. and E. Additionally, Champ agrees to indemnify, defend and hold harmless the City from and against any and all claims, demands, suits, actions or liability (including attorneys' fees and expenses) asserted against the City for injuries or damages arising from, or for removal, remedial or corrective actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any comparable state law, except to the extent caused by the negligent acts or omissions, or intentional or reckless misconduct of the City, or its employees, agents, representatives or contractors (other than Contractor). The Parties acknowledge and agree that Champ is signing this Amendment for the sole purpose of agreeing to the representations, warranties and provisions of this Section of the Amendment, and is not otherwise a party to the Agreement.

17. Contingent. Notwithstanding anything herein to the contrary, this Amendment is contingent upon, and shall not be binding upon the Parties or Champ unless and until, Contractor, the City and FWCD enter into an Assignment and Assumption Agreement simultaneously with the execution of this Amendment and upon terms and conditions that are mutually agreeable to each of Contractor, the City and FWCD. Nothing herein shall require Contractor, the City or FWCD to enter

into such Assignment and Assumption Agreement. If Contractor, the City and FWCD do not enter into such Assignment and Assumption Agreement on or before June 1, 2020, then any Party hereto may void this Amendment upon written notice to the other Party and Champ.

18. Governing Law. This Amendment shall be construed under the laws of the State of Missouri without regard to conflicts of law provisions.

19. Successors. This Amendment shall be binding upon and inure to the benefit of the Parties and Champ, and their respective successors and assigns, and may be modified only in writing, signed by the Parties and Champ with respect to Section 12 hereof, or their respective successors or assigns.

20. Counterparts. This Amendment may be executed in one or more counterparts by the Parties and Champ. All counterparts shall be construed together and shall constitute one agreement. Each counterpart shall be deemed an original hereof notwithstanding that less than all of the Parties and Champ may have executed it. Facsimile signatures or electronic shall be as effective as original signatures.

21. Authorization and Capacity. Each Party and Champ represents to the other that it has the full right, power and authority to enter into this Amendment and to fully perform its obligations hereunder. Each person executing this Amendment warrants and represents that each has the authority to execute this Amendment in the capacity stated and to bind such party hereto. Each Party and Champ will furnish to the other Parties copies of such corporate resolutions, certificates and agreements as the other may reasonably require in order to confirm such authority and capacity of each Party and Champ and of the persons who have executed this Amendment on its behalf.

22. Ratification. Except as amended by this Amendment, no other provisions of the Agreement are modified hereby, and the Parties do hereby ratify and reaffirm the Agreement, as so modified. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment and in the Agreement shall include the terms contained in this Amendment.

23. Conflicting Provisions. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

*[Remainder of page intentionally left blank,
Signature pages to follow.]*

EXHIBIT A

Book: 19293 - Page: 5095

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

Title of the Document: Special Warranty Deed

Date of the Document December 23, 2010

Grantor's Name: FRED WEBER, INC.
Mailing Address: 2320 Creve Cocur Mill Road
Maryland Heights, Missouri 63043

Grantee's Name: IESI MO CHAMP LANDFILL, LLC
Mailing Address: 2301 Eagle Parkway, Suite 200
Fort Worth, Texas 76177
Attention: Thomas J. Fowler, General Counsel

Legal Description: See Exhibit A attached hereto

Reference Book and Page Number: N/A

ORT-1008086-SWC (4)

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Order: 1 Comment:

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT FRED WEBER, INC., a Delaware corporation whose address is 2320 Creve Coeur Mill Road, Maryland Heights, Missouri 63043 (hereinafter called "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other good and valuable consideration paid to Grantor by IESI MO CHAMP LANDFILL, LLC, a Missouri limited liability company whose address is 2301 Eagle Parkway, Suite 200, Fort Worth, Texas 76177, Attention: Thomas J. Fowler, General Counsel (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, does, by these presents, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee all that certain real estate described on Exhibit "A" attached hereto and incorporated herein by reference situated in the County of St. Louis and State of Missouri, together with all appurtenances thereto or in anywise appertaining thereto and with all buildings, structures, fixtures and improvements located thereon (said land, improvements and appurtenances being herein referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Grantee, and to its successors and assigns forever, Grantor hereby covenanting that it and its successors and assigns do and will Warrant and Defend the title to the Property unto Grantee, and to its successors and assigns, forever against the lawful claims of all persons claiming by or through Grantor, but none others, subject only to those matters set forth on Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

In witness whereof, Grantor has hereunto executed these presents the day and year first above written.

FRED WEBER, INC.
a Delaware corporation

(Seal)

By: 
Name: Thomas P. Dunne, Sr.
Title: Chief Executive Officer

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

On this 22nd day of December, 2010, before me appeared Thomas J. Dunne SR. to me personally known, who, being by me duly sworn, did say that he is the Chairman of Board and CEO of FRED WEBER, INC., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the foregoing instrument was signed and sealed in behalf of such corporation by authority of its board of directors; and such individual acknowledged the foregoing instrument to be the free act and deed of such 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.

Heather L. Pipes
Notary Public
Printed Name Heather L. Pipes

My Commission Expires:



HEATHER L. PIPES
My Commission Expires
June 22, 2014
Franklin County
Commission #10482016

This Instrument was prepared by and is to be returned to:

Andrews Kurth, LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
(214)659-4686
Attention: Victor B. Zanetti

EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF U.S. SURVEYS 282, 729, 992 AND 1891 AND BEING PART OF LOTS 1, 2, 3, 4, 5, AND ALL OF LOTS 6 THROUGH 11 OF "MCNEAL PLACE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 80, PAGE 33 OF THE ST. LOUIS COUNTY MISSOURI RECORDS, ALL OF LOTS 1, 2 AND 3 OF "QUARRY VIEW SUBDIVISION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 345, PAGES 423 AND 424 OF SAID RECORDS, PARCEL A AND PARCEL C OF "BOISE CASCADE SUBDIVISION PLAT", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 259, PAGES 82 AND 83 OF SAID RECORDS AND ALL OF ADJUSTED PARCEL 1 OF BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 350, PAGE 347 OF SAID RECORDS. ALL BEING IN TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF LOT 11 OF SAID ABOVE SAID "MCNEAL PLACE", SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD, VARIABLE WIDTH, SAID POINT ALSO BEING ON THE EAST LINE OF U.S. SURVEY 992; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 64 DEGREES 49 MINUTES 45 SECONDS WEST, 595.72 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF ABOVE SAID "MCNEAL PLACE"; THENCE ALONG THE WEST LINE OF SAID LOT 9, NORTH 23 DEGREES 12 MINUTES 43 SECONDS WEST, 361.59 FEET TO THE NORTHEAST CORNER OF LOT 8 OF ABOVE SAID "MCNEAL PLACE"; THENCE ALONG THE NORTH LINE OF SAID LOT 8, SOUTH 65 DEGREES 55 MINUTES 55 SECONDS WEST, 120.69 FEET TO THE NORTHEAST CORNER OF LOT 7 OF ABOVE SAID "MCNEAL PLACE"; THENCE ALONG THE EAST LINE OF SAID LOT 7, SOUTH 23 DEGREES 12 MINUTES 43 SECONDS EAST, 362.26 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD; THENCE ALONG LAST SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 66 DEGREES 06 MINUTES 19 SECONDS WEST, 240.75 FEET; NORTH 23 DEGREES 11 MINUTES 19 SECONDS WEST, 34.99 FEET; SOUTH 66 DEGREES 02 MINUTES 21 SECONDS WEST, 58.04 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 23 DEGREES 57 MINUTES 39 SECONDS EAST, 1180.92 FEET, AND WHOSE CHORD BEARS SOUTH 63 DEGREES 58 MINUTES 41 SECONDS WEST, 84.94 FEET. AN ARC DISTANCE OF 84.96 FEET; SOUTH 61 DEGREES 55 MINUTES 01 SECONDS WEST, 281.11 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 04 MINUTES 59 SECONDS EAST, 1180.92 FEET, AND WHOSE CHORD BEARS SOUTH 57 DEGREES 17 MINUTES 31 SECONDS WEST, 190.44 FEET. AN ARC DISTANCE OF 190.65 FEET; SOUTH 52 DEGREES 38 MINUTES 03 SECONDS WEST, 511.85 FEET; ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 37 DEGREES 18 MINUTES 24 SECONDS WEST, 925.00 FEET, AND WHOSE CHORD BEARS SOUTH 61 DEGREES 44 MINUTES 18 SECONDS WEST, 290.83 FEET, AN ARC DISTANCE OF 292.05 FEET; AND SOUTH 70 DEGREES 46 MINUTES 59 SECONDS WEST, 427.33 FEET TO A POINT IN THE CENTERLINE OF FEE FEE CREEK PER A SURVEY BY ELBRING SURVEY COMPANY DURING OCTOBER, 1951, SAID POINT ALSO BEING ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO CLARIBEL AND OLIVER GOSEJOHAN BY DEED RECORDED IN DEED BOOK 10353, PAGE 1250 OF ABOVE SAID RECORDS; THENCE ALONG SAID CENTERLINE OF FEE FEE CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 07 MINUTES 24 SECONDS WEST, 95.68 FEET; NORTH 20 DEGREES 01 MINUTES 10 SECONDS WEST, 163.12 FEET;

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NORTH 26 DEGREES 08 MINUTES 32 SECONDS WEST, 543.00 FEET; NORTH 33 DEGREES 03 MINUTES 32 SECONDS WEST, 274.56 FEET; NORTH 15 DEGREES 48 MINUTES 32 SECONDS WEST, 212.53 FEET; NORTH 42 DEGREES 30 MINUTES 32 SECONDS WEST, 327.05 FEET; NORTH 62 DEGREES 39 MINUTES 32 SECONDS WEST, 218.04 FEET AND NORTH 01 DEGREES 13 MINUTES 32 SECONDS WEST, 35.73 FEET; THENCE LEAVING SAID CENTERLINE OF CREEK, NORTH 63 DEGREES 53 MINUTES 14 SECONDS WEST, 319.22 FEET; THENCE SOUTH 71 DEGREES 01 MINUTES 46 SECONDS WEST, 105.69 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 49 SECONDS WEST, 403.11 FEET; THENCE SOUTH 72 DEGREES 32 MINUTES 00 SECONDS EAST, 408.33 FEET; THENCE NORTH 48 DEGREES 52 MINUTES 39 SECONDS EAST, 90.46 FEET; THENCE NORTH 41 DEGREES 07 MINUTES 21 SECONDS WEST 120.00 FEET; THENCE SOUTH 48 DEGREES 52 MINUTES 39 SECONDS WEST, 70.00 FEET; THENCE NORTH 72 DEGREES 32 MINUTES 00 SECONDS WEST, 331.27 FEET; THENCE NORTH 27 DEGREES 15 MINUTES 29 SECONDS EAST, 217.95 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 03 SECONDS EAST, 274.61 FEET; THENCE NORTH 49 DEGREES 19 MINUTES 05 SECONDS EAST, 297.02 FEET; THENCE NORTH 23 DEGREES 41 MINUTES 57 SECONDS EAST, 333.12 FEET; THENCE NORTH 42 DEGREES 44 MINUTES 32 SECONDS WEST, 136.12 FEET; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 47 DEGREES 15 MINUTES 28 SECONDS WEST, 99.50 FEET, AND WHOSE CHORD BEARS NORTH 69 DEGREES 19 MINUTES 48 SECONDS WEST, 89.07 FEET AN ARC DISTANCE OF 92.35 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF EARTH CITY EXPRESSWAY, 100 FEET WIDE; THENCE ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: NORTH 47 DEGREES 15 MINUTES 28 SECONDS EAST, 807.65 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 42 DEGREES 44 MINUTES 32 SECONDS WEST, 1078.91 FEET, AND WHOSE CHORD BEARS NORTH 36 DEGREES 15 MINUTES 28 SECONDS EAST, 411.73 FEET, AN ARC DISTANCE OF 414.27 FEET; NORTH 25 DEGREES 15 MINUTES 28 SECONDS EAST, 1352.55 FEET; SOUTH 64 DEGREES 44 MINUTES 32 SECONDS EAST, 50.00 FEET; NORTH 25 DEGREES 15 MINUTES 28 SECONDS EAST, 299.32 FEET; AND NORTH 27 DEGREES 14 MINUTES 51 SECONDS EAST, 232.01 FEET TO A POINT ON THE NORTHWEST LINE OF ABOVE SAID PARCEL A OF "BOISE CASCADE SUBDIVISION"; THENCE LEAVING SAID SOUTHEAST RIGHT-OF-WAY AND ALONG SAID NORTHWEST LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 26 DEGREES 54 MINUTES 08 SECONDS EAST, 341.67 FEET; NORTH 38 DEGREES 24 MINUTES 02 SECONDS EAST, 410.76 FEET AND NORTH 70 DEGREES 16 MINUTES 02 SECONDS EAST, 1020.57 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A, SOUTH 25 DEGREES 16 MINUTES 02 SECONDS WEST, 860.51 FEET; THENCE ALONG THE SOUTH LINE OF A PARCEL OF LAND CONVEYED TO GRAHAM PACKAGING HOLDINGS LP BY DEED RECORDED IN DEED BOOK 11444, PAGE 2600 OF ABOVE SAID RECORDS, NORTH 70 DEGREES 17 MINUTES 39 SECONDS EAST, 688.16 FEET; THENCE CONTINUING ALONG LAST SAID SOUTH LINE, SOUTH 64 DEGREES 44 MINUTES 09 SECONDS EAST, 1688.28 FEET TO THE WESTERNMOST CORNER OF ABOVE SAID PARCEL C OF "BOISE CASCADE SUBDIVISION"; THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL C, NORTH 25 DEGREES 13 MINUTES 19 SECONDS EAST, 514.51 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF MISSOURI INTERSTATE HIGHWAY 70; THENCE ALONG SAID SOUTHWEST RIGHT-OF-WAY, SOUTH 64 DEGREES 44 MINUTES 05 SECONDS EAST, 517.34 FEET; THENCE CONTINUING ALONG SAID SOUTHWEST RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 25 DEGREES 15 MINUTES 55 SECONDS WEST, 2784.79 FEET, AND WHOSE CHORD BEARS SOUTH 58 DEGREES 14 MINUTES 28 SECONDS EAST, 629.87 FEET, AN ARC DISTANCE OF 631.21 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MISSOURI INTERSTATE HIGHWAY

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270; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 51 DEGREES 44 MINUTES 52 SECONDS EAST, 320.72 FEET; ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 38 DEGREES 15 MINUTES 07 SECONDS WEST, 2211.83 FEET, AND WHOSE CHORD BEARS SOUTH 27 DEGREES 15 MINUTES 42 SECONDS EAST, 1833.51 FEET, AN ARC DISTANCE OF 1890.53 FEET; SOUTH 02 DEGREES 46 MINUTES 31 SECONDS EAST, 94.62 FEET; ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 87 DEGREES 13 MINUTES 28 SECONDS WEST, 874.93 FEET, AND WHOSE CHORD BEARS SOUTH 9 DEGREES 43 MINUTES 01 SECONDS WEST, 378.51 FEET, AN ARC DISTANCE OF 381.53 FEET; AND SOUTH 22 DEGREES 12 MINUTES 34 SECONDS WEST, 99.08 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO DIRT DIGGERS INVESTMENTS LLC BY DEED RECORDED IN DEED BOOK 10987, PAGE 532 OF ABOVE SAID RECORDS, SAID POINT ALSO BEING ON THE DIVIDING LINE BETWEEN U.S. SURVEYS 282 AND 729; THENCE ALONG SAID DIVIDING LINE, NORTH 22 DEGREES 42 MINUTES 50 SECONDS WEST, 850.01 FEET TO THE NORTHEAST CORNER OF ADJUSTED PARCEL 2 OF ABOVE SAID "BOUNDARY ADJUSTMENT PLAT"; THENCE ALONG THE NORTH LINE OF SAID ADJUSTED PARCEL 2 THE FOLLOWING COURSES AND DISTANCES; SOUTH 67 DEGREES 26 MINUTES 21 SECONDS WEST, 440.00 FEET SOUTH 25 DEGREES 50 MINUTES 04 SECONDS WEST, 301.92 FEET; AND SOUTH 18 DEGREES 52 MINUTES 01 SECONDS WEST, 125.68 FEET TO THE EASTERNMOST CORNER OF A PARCEL OF LAND CONVEYED TO GRACE WORLD OUTREACH CENTER BY DEED RECORDED IN DEED BOOK 7396, PAGE 875 OF ABOVE SAID RECORDS; THENCE ALONG THE NORTH LINE OF SAID GRACE WORLD OUTREACH CENTER PARCEL, SOUTH 65 DEGREES 43 MINUTES 45 SECONDS WEST, 612.44 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BRANNEY ROAD, 20 FEET WIDE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 23 DEGREES 18 MINUTES 34 SECONDS WEST, 34.91 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF NULL ROAD, 30 FEET WIDE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF NULL ROAD, NORTH 71 DEGREES 18 MINUTES 33 SECONDS WEST, 211.80 FEET; THENCE SOUTH 14 DEGREES 11 MINUTES 47 SECONDS EAST, 268.13 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF JESSICA ADELE COURT, VARIABLE WIDTH, AS RECORDED IN PLAT BOOK 345 PAGE 423 OF ABOVE SAID RECORDS; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF JESSICA ADELE COURT, SOUTH 22 DEGREES 38 MINUTES 48 SECONDS EAST, 711.86 FEET TO A POINT IN SAID NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 81 DEGREES 13 MINUTES 10 SECONDS WEST, 38.61 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND CONVEYED TO THE PATTONVILLE R-3 SCHOOL DISTRICT BY DEED RECORDED IN DEED BOOK 6167, PAGE 302 OF ABOVE SAID RECORDS; THENCE ALONG LAST SAID EAST LINE, NORTH 22 DEGREES 28 MINUTES 47 SECONDS WEST, 715.17 FEET TO THE EASTERNMOST CORNER OF LOT 5A OF "BOUNDARY ADJUSTMENT PLAT" RECORDED IN PLAT BOOK 350, PAGE 346 OF ABOVE SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 5A, NORTH 22 DEGREES 28 MINUTES 47 SECONDS WEST, 144.32 FEET; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 67 DEGREES 31 MINUTES 13 SECONDS WEST, 125.00 FEET, AND WHOSE CHORD BEARS NORTH 48 DEGREES 58 MINUTES 29 SECONDS WEST, 111.53 FEET, AN ARC DISTANCE OF 115.61 FEET TO THE NORTH LINE OF SAID LOT 5A; THENCE ALONG LAST SAID NORTH LINE AND ITS PROLONGATION, BEING THE NORTH LINE OF LOT 4 OF ABOVE SAID "QUARRY VIEW SUBDIVISION", NORTH 75 DEGREES 28 MINUTES 12 SECONDS WEST, 531.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4, SOUTH 14 DEGREES 31 MINUTES 48 SECONDS WEST, 165.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE

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OF ABOVE SAID "QUARRY VIEW SUBDIVISION", NORTH 75 DEGREES 28 MINUTES 12 SECONDS WEST, 790.43 FEET TO THE SOUTHWEST CORNER OF ABOVE SAID LOT 1 OF "QUARRY VIEW SUBDIVISION", SAID POINT BEING ON THE NORTH LINE OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL, THENCE ALONG THE NORTH LINE OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL, SOUTH 68 DEGREES 35 MINUTES 28 SECONDS WEST, 1097.06 FEET TO THE NORTHWEST CORNER OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL, THENCE ALONG THE WEST LINE OF SAID PATTONVILLE R-3 SCHOOL DISTRICT PARCEL SOUTH 23 DEGREES 01 MINUTES 29 SECONDS EAST, 773.81 FEET; THENCE CONTINUING ALONG LAST SAID WEST LINE, SOUTH 23 DEGREES 12 MINUTES 43 SECONDS EAST, 360.03 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CREVE COEUR MILL ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 80 DEGREES 06 MINUTES 32 SECONDS WEST, 20.55 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 23 DEGREES 12 MINUTES 43 SECONDS WEST, 5.20 FEET TO THE POINT OF BEGINNING AND CONTAINS 22,765,084 SQUARE FEET, OR 522.612 ACRES.

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EXHIBIT "B"

PERMITTED EXCEPTIONS

1. General Taxes for the year 2010 and thereafter.
2. Any Special Taxes entered against said property subsequent to the date hereof.
3. Easement granted to St Louis County Water Company by instrument recorded in Book 11278 page 1341.
4. Easement granted to Union Electric Company by instrument recorded in Book 6861 page 1280.
5. Terms and provisions of Ordinance No. 2-1994, recorded in Book 10383 page 2428.
6. Easement for lake by instrument recorded in Book 5573 page 66.
7. Easements granted to Southwestern Bell Telephone Company by instruments recorded in Book 7200 page 110 and Book 6984 page 506.
8. Easement granted to St. Louis County Water Company by instrument recorded in Book 6045 page 474.
9. Easements granted to Fee Fee Trunk Sewer Inc., by instruments recorded in Book 6070 page 620.
10. Easements granted to Union Electric Company by instrument recorded in Book 6590 page 19, Book 6606 page 771 and Book 7843 page 1782.
11. Easement granted to State of Missouri by instrument recorded in Book 3570 page 574.
12. Easements granted to Southwestern Bell Telephone Co. by instruments recorded in Book 7171 page 1112.
13. Easement granted to Fee Fee Trunk Sewer Service by instrument recorded in Book 5931 page 56 and Book 5970 page 532.
14. Easement granted for spur tract by instrument recorded in Book 4937 page 602.
15. Easement granted to Union Electric Company by instrument recorded in Book 2915 page 65.
16. Easements granted to Boise Cascade Corporation by instruments recorded in Book 6567 page 1134 and Book 7386 page 952.
17. Easement granted to Union Electric Company by instrument recorded in Book 6801 page 2377.
18. Easement granted to Southwestern Bell Telephone Company by instrument recorded in Book 7171 page 1110.

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19. Easements granted to Union Electric Company by instruments recorded in Book 2374 page 534 and Book 2048 page 218.

Note: Braneky Road was widened to a width of 30 feet, as recited in Deeds recorded in Book 37 page 9, Book 37 page 21 and Book 45 page 159.

20. Easement granted to Union Electric Company by instrument recorded in Book 6801 page 2379.
21. Easements granted to Union Electric Company by instruments recorded in Book 2441 page 123, Book 1620 page 535, Book 2450 page 603 and Book 2895 page 439.
22. Easements granted to Sterling R. Kennedy for sewer by instruments recorded in Book 3637 page 322 and Book 3639 page 534.
23. Easement granted to Union Electric Light and Power Company by instrument recorded in Book 1396 page 152.
24. Easement granted to Southwestern Bell Telephone Company by instrument recorded in Book 7184 page 1543.
25. Easement granted to Union Electric Company by instrument recorded in Book 2417 page 229.
26. Easement granted to Union Electric Company by instrument recorded in Book 4937 page 559.
27. Easement granted to St. Louis County Water Company, Southwestern Bell Telephone Company and Laclede Gas Company, by instrument recorded in Book 4937 page 561, and re-recorded in Book 5167 page 452.
28. Easement granted to Laclede Gas Company, by instrument recorded in Book 5112 page 145.
29. Easement granted to St. Louis County Water Company by instrument recorded in Book 5212 page 550.
30. Relinquishment of Right of Direct Access to Mark Twain Expressway (I-70) according to decree rendered under cause # 215119 of the Circuit Court St. Louis County and according to instruments recorded in Book 3570 page 574, Book 3699 page 401 and Book 3705 page 333.
31. Right of Way of road conveyed to County of St. Louis recorded in Book 2037 page 4.
32. Appurtenant to the above described property is an easement for the Right of Way over Penn Private Road, 20 feet for ingress and egress to and from Creve Coeur Mill Road.
33. Railroad Spur Tract Easement created by instrument recorded in Book 5573 page 53 and assignment of interest in said easement according to instrument recorded in Book 6545 page 1257.
34. Right of Way granted St. Louis, Kansas City and Colorado Railroad Company according to instrument recorded in Book 43 page 79.

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Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 10 of 15
Order: 1 Comment:

35. Disclaimer agreement as to signs and structures according to instrument recorded in Book 6902 page 918.
36. Right of Way of McKelvey Road and of Creve Coeur Mill Road over that part of subject property embraced therein.
37. Maintenance easement to State of Missouri according to instrument recorded in Book 3570 page 574 and in Book 3744 page 203.
38. Easement and Temporary Construction easement granted to the State of Missouri for the purpose of construction and maintaining a highway by instrument recorded In Book 5233 page 63.
39. Right of Way of a private roadway as shown on plat attached to Commissioners Report in Cause No. 144 in St. Louis Land Court.
40. Right of Way of private road, if any, over that part of subject property embraced therein.
41. Terms and conditions of Conditional Use Permit No. 407 according to instrument recorded in Book 7336 page 534.
42. Permanent drainage easement granted to St. Louis County according to Book 7321 page 1603.
43. Contract between State Highway Commission and Fred Weber according to instrument in Book 6935 page 1400.
44. Sanitary Sewer Connection Agreement between Fee Fee Trunk Sewer Inc. and Boise Cascade Corporation according to instrument recorded in Book 6774 page 1081.
45. Permanent Roadway Maintenance and Utility Easement contained in instrument recorded in Book 8207 page 495.
46. A Temporary Slope and Construction License granted to St. Louis County by the instrument recorded in Book 8207 page 495.
47. Resolution for sanitary landfill as recorded in Book 8463 page 899.
48. Easement granted to Fee Fee Trunk Sewer Inc., by instrument recorded in Book 6271 page 1541 for sewer purposes, together with a temporary Construction easement on any vacant ground adjoining said easement.
49. Easement granted to Laeclde Gas Company, by Instrument recorded in Book 6395 page 312.
50. Perpetual Easement granted to Linclay Corporation, for purposes of construction and maintaining a roadway, including an interchange, which will be part of the levee system for Earth City, including the right to dedicate same, recorded in Book 6536 page 288.
51. Easement for 2.58 acres, more or less, for sewage lagoon dated December 29, 1964 recorded in Book 5573 page 69 between Bill Bangert and wife and R.C. Can Company.
52. Easement for Sanitary Sewer Lagoon and Access Road to Village of Champs, its successors and assigns by instrument recorded in Book 5900 page 13.

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Description: St Louis, MO Document - Book, Page 19293.5094 Page: 11 of 15
Order: 1 Comment:

53. Sanitary Sewer Easement granted to Village of Champ, its successors and assigns, recorded in Book 5900 page 15.
54. Easement for water pipe over the East 3 feet of Lot 11 by instrument recorded in Book 4795 page 177.
55. Easement granted to Union Electric Company of Missouri by instrument recorded in Book 1566 page 245.
56. Sewer Easement granted to Fee Fee Trunk Sewer Inc. by instrument recorded in Book 6772 page 1561.
57. Easement granted to State Highway Commission by instrument recorded in Book 6928 page 1177.
58. Easements granted to Southwestern Bell Telephone Company by instruments recorded in Book 7171 page 1116 and Book 7171 page 1122.
59. Easement granted to Laclede Gas Company by Instrument recorded in Book 7256 page 2161.
60. Easements granted to Riverport Inc. by instruments recorded in Book 7852 page 784 and Book 7852 page 787.
61. Easements granted to St. Louis County by instruments recorded in Book 7947 page 708 and Book 7947 page 713.
62. Easement granted to Union Electric Company by instrument recorded in Book 2937 page 309.
63. Appurtenant Easement granted to Fred Weber, Inc., by instrument recorded in Book 7845 page 440.
64. Easements granted to Laclede Gas Company by instruments recorded in Book 7985 page 677 and Book 6774 page 1897.
65. Easement granted for water pipe by instrument recorded in Book 8143 page 1907.
66. Easement granted to Union Electric Company by instrument recorded in Book 6993 page 1524.
67. Terms and provisions of the sewer agreement, including a provision for assessments, contained in the instrument recorded in Book 6477 page 2398 and Book 6774 page 1085.
68. Terms and provisions of the Development Plan according to the plat thereof recorded in Plat Book 131 page 82, Plat Book 135 page 71 and Plat Book 150 page 81 and terms and provisions of Ordinance No. 4861-1968, a copy of which is recorded in Book 6427 page 893.
69. Building lines, easements, covenants and restrictions established by the plat recorded in Plat Book 80 page 33 and Boundary Adjustment Plat recorded in Plat Book 284 page 4.
70. Terms and conditions of Dedication of strip 100 feet wide for public road contained in Deed recorded in Book 5900 page 11.

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Description: St Louis, MO Document - Book, Page 19293.5094 Page: 12 of 15
Order: 1 Comment:

71. Easement agreement between Boise Cascade Corporation and the Pillsbury Foundation according to instrument recorded in Book 7386 page 952.
72. Easement granted to Graham Packaging Company, L.P., by instrument recorded in Book 12071 page 2159.
73. Terms and provisions of Ordinance #95-911 recorded in Book 10443 page 2082.
74. Terms and provisions of Ordinance #94-887 recorded in Book 10389 page 403.
75. Easement granted to Missouri Department of Natural Resources by instrument recorded in Book 10652 page 1431.
76. Easement granted to Union Electric Company by instrument recorded in Book 9978 page 403.
77. Easement granted to Laclede Gas Company by instrument recorded in Book 11938 page 2225.
78. Easement granted to Laclede Gas Company by instrument recorded in Book 12134 page 1531.
79. Covenants and restrictions contained in the Instrument recorded in Book 10652 page 1431.
80. Easement granted to Missouri Department of Natural Resources by Instrument recorded in Book 9127 page 1287.
81. Covenants and restrictions contained in the instrument recorded in Book 9727 page 1287.
82. Agreement to grant public utility easement according to instrument recorded in Book 4937 page 556.
83. Easement for 30 foot wide road over those portions of above property embraced therein.
84. Easement granted to Southwestern Bell Telephone Company by the instrument recorded in Book 7171 page 1108.
85. Limitation of the usual rights of direct access, according to the instruments recorded in Book 7036 page 1035 and Book 7036 page 1038.
86. Unrecorded Lease dated July 6, 1994 by Specialty Antenna Site Resources, Inc., a New Mexico Corporation and C-Call Corporation, a Delaware Corporation, as evidenced of record by the Memorandum of Lease recorded in Book 10419 page 1573.
87. Memorandum of Lease Assignment dated January 21 1997 by C-Call Corporation, Assignor, to the Chase Manhattan Bank, a New York State Banking Corporation, Assignee, recorded in Book 11074 page 723.
88. Unrecorded Lease dated November 20, 1996 by Specialty Antenna Site Resources Inc. and Sprint Spectrum L.P., a Delaware Limited Partnership, as evidenced of record by the Memorandum of Lease recorded in Book 11078 page 585.

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Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 13 of 15 —
Order: 1 Comment:

89. Unrecorded Lease dated April 27, 2000 by Fred Weber, Inc., a Delaware limited partnership and Omnipoint Communications C Operations, L.L.C., a Delaware limited liability company, as evidenced of record by the Memorandum of Lease recorded in Book 12731 page 1429.
90. Agreement and Easement for solid waste disposal area according to instrument recorded in Book 12774 page 124 and Book 12774 page 133.
91. Easement Agreement by and between Fred Weber, Inc., a Delaware corporation and Grace Church-St. Louis according to instrument recorded In Book 13964 page 2070.
92. Easement granted to Union Electric Company d/b/a AmerenUE by the instrument recorded in Book 14513 page 25.
93. Easement granted to The Metropolitan St. Louis Sewer District by the instrument recorded in Book 15290 page 1464.
94. Easement granted to Union Electric Company d/b/a AmerenUE by the instrument recorded in Book 15862 page 765.
95. Easement for drainage purposes according to instrument recorded in Book 16270 page 2862.
96. Easement, Assumption and Assumption Agreement by and between Fred Weber, Inc. and T1 Unison Site Management LLC, a Delaware limited liability company according to instrument recorded in Book 17361 page 4639.
First Amendment to the Easement, Assumption and Assumption Agreement recorded in Book 19057 page 660.
97. Terms and provisions of Net Profits Agreement dated October 31, 2006 by and between Fred Weber, Inc. and T1 Unison Site Management, LLC, a Memorandum of Agreement of which is recorded in Book 17378 page 623.
98. Easements according to plat recorded In Plat Book 345 pages 423 and 424.
99. Easements as shown on plat recorded In Plat Book 350 page 346.
100. Building lines and easements according to plat recorded in Plat Book 350 page 560.
101. Terms and provisions of Consent to Leasehold Mortgage and Security Interest executed by and among Weber Gas Energy, LLC (Lessee), Union Electric Company (Grantee) and Fred Weber, Inc., (Lessor), according to instrument recorded in Book 18362 page 2305.
102. Leasehold Deed of Trust executed by Weber Gas Energy, LLC, to AT, Inc., trustee for Union Electric Company, dated May 12, 2009 and recorded May 13, 2009 in Book 18362 Page 2315, to secure the loan amount as set forth on said note and any other amounts payable under the terms thereof.
103. Financing Statement executed by Weber Gas Energy, LLC to Union Electric Company recorded in Book 18362 Page 2329.

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Description: St Louis,MO Document - Book,Page 19293,509# Page: 1# of 15
Order: 1 Comment:

104. An easement for the purposes here stated and incidental purposes, as disclosed by an instrument recorded in Book 18600, Page 1881, to improve, construct, repair and maintain stormwater utilities.
105. Conditions and restrictions of the Agreement for Easement, Notice and Covenant running with land recorded in Book 18839 page 1957.
106. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 110279, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 992.
107. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 10335, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 1054.
108. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 110330, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 1085.
109. Terms and provisions of unrecorded Lease Agreement executed by and between Fred Weber, Inc. (Lessor) and Outdoor Systems, Inc., predecessor-in-interest to CBS Outdoor (Lessee), Sign Lease No. 907327, as evidence by the Easement and Assignment of Lease Agreement recorded in Book 19119 page 1116.
110. Temporary Slope Construction License granted to St. Louis County, Missouri according to instrument recorded in Book 19174 page 1897.
111. Easement(s) granted to St. Louis County, Missouri recorded in Book 19174 Page 1902.
112. Rights of tenants in possession under unrecorded leases or month-to-month tenancies.
113. Any assessments for maintenance of sewer system.
114. Assessments levied by Howard Bend Levy District, if any.

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Description: St Louis, MO Document - Book, Page 19293, 5094 Page: 15 of 15
Order: 1 Comment:

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE HIE RICHMOND CENTER COMMUNITY IMPROVEMENT DISTRICT; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”), authorizes the governing body of any municipality, upon receipt of a proper petition and a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, HIE of St. Peters, LLC, as the sole property owner within the below-defined District, filed a petition (the “Petition”) with the City Clerk of the City of St. Peters, Missouri (the “City”) pursuant to the CID Act, which Petition is attached as **Exhibit A** hereto and incorporated herein by reference; and

WHEREAS, the Petition proposed the formation of the HIE Richmond Center Community Improvement District (the “District”) to pay the costs associated with certain public improvements within the proposed District boundaries (the “Project”); and

WHEREAS, the City Clerk has verified that the Petition complies with the CID Act and the Board of Aldermen of the City held a public hearing regarding the creation of the District and all persons interested in the formation of the District were allowed an opportunity to speak and the Board of Aldermen heard all protests and received all endorsements; and

WHEREAS, following closure of the public hearing and upon due consideration of the comments received at the hearing, the Board of Aldermen has determined that it is necessary and in the interest of the public health, safety and general welfare of the people of the City to create the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

Section 1. Pursuant to Section 67.1411.3 of the CID Act, the HIE Richmond Center Community Improvement District is hereby formed as a political subdivision of the State of Missouri having the powers and purposes set forth in the Petition, subject to the provisions of this Ordinance and the CID Act.

Section 2. The length of time for the existence of the District shall be a minimum of one year.

Section 3. Pursuant to Section 67.1421.2(3)(f) of the CID Act, the District’s initial Board of Directors are stated in the Petition (having been amended prior to close of the public hearing and notice of such amendments being provided at the public hearing pursuant to Section 67.1421.5(1) of the CID Act).

Section 4. Pursuant to Section 67.1421.6 of the CID Act, the City Clerk shall notify the Missouri Department of Economic Development in writing of the District’s creation.

Section 5. All actions taken by the City staff and consultants associated with the preparation and execution of the Petition and the provision of notices related to such Petition are hereby ratified. The

No.

officers of the City are hereby authorized and directed to execute all documents, certificates and instruments and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the foregoing documents herein approved, authorized and confirmed which they may approve and the execution of such action shall be conclusive evidence of such necessity or advisability.

Section 6. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Aldermen has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7. This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval by the Mayor.

READ TWO TIMES, PASSED AND APPROVED this 23rd day of July, 2020.

Len Pagano, as Presiding Officer and as Mayor

ATTEST:

Patricia E. Smith, City Clerk

EXHIBIT A

**AMENDED AND RESTATED PETITION FOR CREATION OF A
COMMUNITY IMPROVEMENT DISTRICT**

DRAFT

affiliates have any interest in real property within the proposed District, at least three of the five directors shall be legally authorized representatives of Petitioner or Petitioner's affiliates, as applicable. Successor directors shall be elected in the same aforementioned manner, and shall serve for a term of four years. Notwithstanding the foregoing, and in accordance with Section 67.1421.2(3)(f) of the CID Act, the initial directors shall be appointed and their respective terms of office shall be as stated below.

Name	Initial Term
Ketan Patel	4 years
Pinakin Patel	4 years
Hardik Patel	2 years
NAREN GINGHAM	2 years
JOHN GROSS	2 years

9. The City may designate an advisory member to the proposed District's board of directors, who may attend all open and closed meetings of the proposed District's board of directors, but shall have no voting power.
10. Petitioner does not seek limitations on the borrowing capacity of the proposed District.
11. Petitioner does not seek limitations on the revenue generation of the proposed District.
12. The proposed District shall have all powers provided in the CID Act, except as otherwise provided in this Petition for the Creation of a Community Improvement District (this "*Petition*").
13. The proposed District shall be authorized, upon approval by the qualified voters of the proposed District, to impose a sales and use tax at a rate of one percent (1%) (the "*Sales Tax*") on all eligible retail sales made in the proposed District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act.
14. The proposed District shall be authorized to impose a special assessment on the real property located in the proposed District (the "*Special Assessment*") in accordance with Section 67.1521 of the CID Act, for a period to expire upon the later to occur of: (a) the payment in full, as applicable, of all (i) bonds, singly or in series, issued or placed by the proposed District or on behalf of the proposed District in accordance with the CID Act (collectively, the "*District Bonds*"), and (ii) notes, singly or in series, issued or placed by the proposed District or on behalf of the proposed District in accordance with the CID Act (the "*District Notes*"); or (b) the final maturity date of all District Bonds and District Notes, as applicable. Notwithstanding anything in this Petition to the contrary, the Special Assessment shall in no event be in effect any later than December 31, 2050.
15. The Special Assessment shall be levied against the real property located within the District and allocated on the basis of the users of any hotel located in the District in an amount equal to, and not to exceed, \$5.00 per occupied hotel room per night.
16. A petition authorizing the proposed Special Assessment (the "*Petition for Special Assessment*") is set forth as **Exhibit C**, attached hereto and incorporated herein by reference, which petition is in substantially the form provided for in Section 67.1521.2 of the CID Act. Upon the City's adoption of an ordinance creating the proposed District (the "*Ordinance*"), the Petitioner hereby requests that the City Clerk forward a certified copy of the Ordinance and this Petition (including the Petition for Special Assessment) to the board of directors of the proposed District. The receipt

of such Ordinance and Petition (including the Petition for Special Assessment) shall enable the board of directors of the proposed District to levy the Special Assessment by resolution in accordance with Section 67.1521 of the CID Act.

17. Any owner of real property that is exempt from taxation that has signed this Petition hereby agrees to voluntarily participate in the provisions of the CID Act and the payment of the proposed District's Special Assessment in accordance with Section 67.1461 of the CID Act.
18. The proposed District shall not submit any real property taxes or business license taxes to the qualified voters for approval and therefore the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.
19. A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will pay for and an estimate of costs of these services and improvements to be incurred (collectively, the "*CID Project*"), is set forth in **Exhibit D**, attached hereto and incorporated herein by reference. It is anticipated that the proposed District will use the moneys received from the imposition of the Sales Tax and the Special Assessment to finance and reimburse those eligible CID Project costs incurred on its behalf.
20. The estimated cost of the CID Project is \$939,641 (excluding amounts reasonably required to establish a debt service reserve fund, fund capitalized interest and pay costs of issuance reasonably incurred by the proposed District and the City in furtherance of the issuance or placement of obligations, including but not limited to the fees and expenses of financial advisors and consultants, the District's attorneys and the City's attorneys (including issuer's counsel and bond counsel), and the proposed District's administrative fees and expenses including fees and costs of planning consultants and other advisors), as more particularly described in **Exhibit D**, attached hereto and incorporated herein by reference.
21. In connection with Petitioner's project, the Petitioner has incurred and will incur certain unanticipated and extraordinary costs of development that arose in order to meet the requirements of the City, including building orientation and elevation, as well as incurring site development expenses for things like movement of an electrical transformer, resolving surface water issues created by neighboring properties, and other extraordinary site work costs. To the extent that a significant amount of such costs have been or will be incurred prior to the creation of the proposed District, Petitioner proposes that, in lieu of the District providing reimbursement as costs are incurred by the Petitioner, the District will instead provide reimbursement for such costs by acquiring an easement from the Petitioner pursuant to an Easement and Maintenance Agreement (the "*Easement*") substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, such Easement to encompass certain areas of Petitioner's property where the CID Project has been or will be constructed, and giving the District and the public the right to use such areas subject to the terms and conditions of the Easement.
22. The proposed length of time for the existence of the District shall be from its creation until no later than December 31, 2050.
23. The signatures of the signers to this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.
24. Petitioner respectfully requests that the proposed District be established pursuant to the CID Act.

Dated this 2nd day of July, 2020.

PETITIONER:

NAME OF OWNER: HIE of St. Peters, LLC

TELEPHONE NUMBER: (314) 209-9200

MAILING ADDRESS: 4482 Woodson Rd.
St. Louis, Missouri 63134

NAME OF SIGNER: Hardik Patel

BASIS OF LEGAL AUTHORITY TO SIGN: Member

SIGNER'S TELEPHONE NUMBER: (314) 209-9200

SIGNER'S MAILING ADDRESS: 4482 Woodson Rd.
St. Louis, Missouri 63134

TYPE OF ENTITY: a Missouri limited liability company

MAP: See **Exhibit B**

PARCEL IDENTIFICATION NUMBER: 2-0055-A782-00-000B.0000000

ASSESSED VALUE: \$1,603,121

[SIGNATURE PAGE OF PETITIONER FOLLOWS.]

By executing this Petition on this 9 day of July, 2020, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: *Hardik Patel*

Name: HARDIK PATEL

Title: MEMBER

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

On this 9 day of July, in the year 2020, before me Jennifer McGillicuddy a Notary Public in and for said state, personally appeared Hardik Patel, Member, known to me to be the person who executed the within Petition for the Creation of a Community Improvement District in behalf of the HIE of St. Peters, LLC, a Missouri limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 9 day of July, 2020.

Jennifer McGillicuddy
Notary Public

Printed Name: Jennifer McGillicuddy

My Commission Expires: May 30, 2021

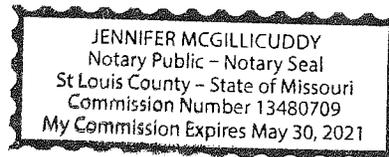


EXHIBIT A

Legal Description of Proposed District

Lot B of Richmond Center – Lot B, according to the plat thereof recorded in Plat Book 46, Page 261 of the St. Charles County Records.

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EXHIBIT B

Boundary Map of Proposed District

The perimeter of all outlined parcels constitutes the boundaries of the proposed District.



EXHIBIT C

Petition for Special Assessment

The HIE Richmond Center Community Improvement District (the “**District**”) shall be authorized to levy special assessments against real property benefitted within the District for the purpose of providing revenue for reimbursable eligible costs incurred by the District pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”) incurred with respect to projects within the District, such special assessments to be levied against each tract, lot or parcel of real property listed below within the District which receives special benefit as a result of such service and/or projects, the cost of which shall be allocated among this property against the users of any hotel located within the District in an amount equal to, and not to exceed, \$5.00 per occupied hotel room per night.

Such authorization to levy the special assessments shall expire upon the later to occur of: (a) the payment in full, as applicable, of all (i) District Bonds, and (ii) District Notes; or (b) the final maturity date of all District Bonds and District Notes, as applicable. Notwithstanding anything herein to the contrary, the Special Assessment shall in no event be in effect any later than December 31, 2050. The tracts of land located in the District which will receive special benefit from these services and/or projects are:

Street Address	Parcel No.
50 Richmond Center Blvd.	2-0055-A782-00-000B.0000000

DRAFT

NAME OF OWNER: HIE of St. Peters, LLC
TELEPHONE NUMBER: (314) 209-9200
MAILING ADDRESS: 4482 Woodson Rd.
St. Louis, Missouri 63134
NAME OF SIGNER: Hardik Patel
BASIS OF LEGAL AUTHORITY TO SIGN: Member
SIGNER'S TELEPHONE NUMBER: (314) 209-9200
SIGNER'S MAILING ADDRESS: 4482 Woodson Rd.
St. Louis, Missouri 63134
TYPE OF ENTITY: a Missouri limited liability company
MAP: See **Exhibit B**
PARCEL IDENTIFICATION NUMBER: 2-0055-A782-00-000B.0000000
ASSESSED VALUE: \$1,603,121

DRAFT

[SIGNATURE PAGE FOR PETITION FOR SPECIAL ASSESMENTS]

By executing this Petition on this ____ day of July, 2020, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he has received a copy of this Petition for Special Assessment, has read this Petition for Special Assessment, and authorizes this signature page to be attached to the original Petition for Special Assessment to be filed with the Board of Directors of the HIE Richmond Center Community Improvement District.

By: _____ *[Signature]*

Name: HARDIK PATEL

Title: MEMBER

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

On this 9 day of July, in the year 2020, before me Jennifer McGillicuddy a Notary Public in and for said state, personally appeared Hardik Patel, Member, known to me to be the person who executed the within Petition Special Assessment in behalf of HIE of St. Peters, LLC, a Missouri limited liability company, and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 9 day of July, 2020.

Jennifer McGillicuddy
Notary Public

Printed Name: Jennifer McGillicuddy

My Commission Expires: May 30, 2021

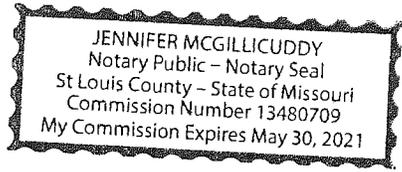


EXHIBIT D
FIVE-YEAR PLAN

DRAFT

HIE RICHMOND CENTER COMMUNITY IMPROVEMENT DISTRICT

DATED: July 2, 2020

Introduction

HIE of St. Peters, LLC, a Missouri limited liability company (with respect to the real property owner petitioning for the creation of the proposed District, the "*Petitioner*") proposes to create the HIE Richmond Center Community Improvement District (the "*District*") pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the "*CID Act*"). Section 67.1421 of the CID Act requires that the petition for the creation of the proposed District be accompanied by a five-year plan, which includes a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year Plan (the "*Plan*") is presented in order to comply with the statutory requirement referenced above.

Generally, a community improvement district is a statutory tool a municipality may implement in order to allow a specific area or section of the municipality to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area's own economic activity.

This Plan contains the following: (A) a description of the location and formation of the proposed District; (B) a description of the anticipated proposed District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the proposed District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period; and (E) an anticipated schedule for the proposed District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Petition for the Creation of a Community Improvement District to which it is attached (the "*Petition*").

(a) District Location and Formation

The proposed District consists of one parcel totaling approximately 3.56 acres located south of Veterans Memorial Drive, west of Richmond Center Blvd., north of Richmond Center Ct., and east of property currently used as a dealership for used automobiles and is located in the City of St. Peters, Missouri (the "*City*"). The proposed District is contiguous.

The District is proposed to be a political subdivision of the State of Missouri. The proposed District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes and an assessment imposed within its boundaries.

(b) District Revenues

The proposed District is being formed to raise revenues by imposing: (1) an additional sales and use tax (the "*District Sales Tax*") at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services; and (2) a special assessment levied against the real property located within the District and allocated on the basis of the users of any hotel located within the proposed District (the "*Special Assessment*") in accordance with Section 67.1521 of the CID Act in an amount equal to, and not to exceed, \$5.00 per occupied hotel room per night.

The imposition of the District Sales Tax is subject to approval by the qualified voters within the proposed District. To the extent that there are no registered voters within the proposed District, the CID Act provides that the qualified voters are the owners of one or more parcels of real property located within the proposed District per the tax records of St. Charles County, Missouri (“*County*”) as of the thirtieth day before the date of the applicable election. Once the proposed District is established by ordinance of the City, the proposed District’s Board of Directors will submit the question of whether it shall be authorized to impose the District Sales Tax to the qualified voters for approval.

Upon the City’s adoption of an ordinance creating the proposed District (the “*Ordinance*”), the Petitioner will request that the City Clerk forward a certified copy of the Ordinance and the Petition to the board of directors of the proposed District. The receipt of such Ordinance and Petition shall enable the board of directors of the proposed District to levy the Special Assessment by resolution in accordance with Section 67.1521 of the CID Act.

Notwithstanding anything in the CID Act or the Petition to the contrary, the proposed District shall have no power to levy real property taxes or business license taxes.

(c) Summary of Improvements and Services to be Provided

The purpose of the proposed District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the proposed District and to provide services and activities as allowed under Section 67.1461 of the CID Act. The proposed District will impose the District Sales Tax and Special Assessment to finance and administer these improvements and services as provided under the CID Act.

In general, the proposed District may undertake any of the following public improvements: (a) pedestrian or shopping malls and plazas; (b) parks, lawns, trees, and any other landscape; (c) convention centers, arenas, aquariums, aviaries, and meeting facilities; (d) sidewalks, streets, alleys, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements; (e) parking lots, garages, or other facilities; (f) lakes, dams, and waterways; (g) streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, and barriers; (h) telephone and information booths, bus stop and other shelters, rest rooms, and kiosks; (i) paintings, murals, display cases, sculptures, and fountains; (j) music, news, and child-care facilities; and (k) any other useful, necessary, or desired improvement.

In addition, the proposed District may undertake or provide for any of the following activities or services: (a) dedicate to the City, with the City’s consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use; (b) within its boundaries and with the City’s consent, prohibit or restrict vehicular and pedestrian traffic and vendors on streets, alleys, malls, bridges, ramps, sidewalks, and tunnels and to provide the means for access by emergency vehicles to or in such areas; (c) within its boundaries, operate or contract for the provision of music, news, child-care, or parking facilities, and buses, minibuses, or other modes of transportation; (d) within its boundaries, lease space for sidewalk cafe tables and chairs; (e) within its boundaries, provide or contract for the provision of security personnel, equipment, or facilities for the protection of property and persons; (f) within its boundaries, provide or contract for cleaning, maintenance, and other services to public and private property; (g) produce and promote any tourism, recreational or cultural activity or special event in the proposed District by, but not limited to, advertising, decoration of any public place in the proposed District, promotion of such activity and special events, and furnishing music in any public place; (h) support business activity and economic development in the proposed District including, but not

limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses: (i) provide or support training programs for employees of businesses within the proposed District; (j) provide refuse collection and disposal services within the proposed District; (k) contract for or conduct economic, planning, marketing or other studies; (l) repair, restore, or maintain any abandoned cemetery on public or private land within the proposed District; and (m) carry out any other powers set forth in the CID Act.

Without limiting the general nature of the preceding paragraphs, the District will assist by reimbursing eligible costs incurred in connection with the grounds, landscaping, rain gardens, parking areas and related improvements within the District. The District will provide such reimbursement in connection with the acquisition from the owner of the property within the District of an easement permitting the District and the public to make use of certain portions of the property where the CID Project (as defined below) is located.

Pursuant to Section 67.1461 of the CID Act the proposed District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its boundaries, personal property, or any interest in such property. The proposed District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The proposed District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use. In addition, the proposed District may enter into one or more agreements with the City for the purpose of abating any public nuisance within the boundaries of the proposed District, including without limitation the stabilization, repair or maintenance or demolition and removal of buildings or structures, provided that the City has declared the existence of a public nuisance.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the proposed District under Section 67.1461 of the CID Act, the proposed District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

Specifically, the proposed District is to provide funding for the acquisition of an easement over certain real property within the District boundaries upon which various public improvements (as further described below) have been or will be constructed, which public improvements have been or are anticipated to be made in connection with the development, operation and maintenance of new commercial retail developments within the proposed District (together with any related public improvements, activities or services outlined in this Section (c), the "*CID Project*") as allowed under the CID Act. The estimated cost of the CID Project is \$939,641, as described below:

Item	Amount*
Site Work (saw cutting, storm water pollution prevention, demolition of asphalt/hardscape/utilities, tree removal/protection, cut and fill, grading, control of surface waters, landscaping, adjustments to building orientation and elevation) and construction of public improvements (asphalt paving, concrete paving, street patching, curb & gutter, parking areas, parking lot signs and lights, sidewalks, monument signs, retaining walls, fencing, landscaping, general conditions)	\$662,500.00

Utility Work (sanitary, storm sewer, rain gardens, water, relocation of electric utility)	\$195,000.00
Professional Services (engineering, architectural, testing, legal, & contingency)	\$82,141.00
Total**	\$939,641.00

* The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

** Excludes costs of issuance, amounts to establish a debt service reserve fund and to fund capitalized interest on obligations issued by the proposed District to finance the CID Project.

The proposed District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the CID Project. District Sales Tax revenues and Special Assessment revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

In accordance with the Agreement, and on an annual basis, the District Sales Tax revenues and Special Assessment revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the proposed District, the amount of which will be determined by the proposed District's Board of Directors in connection with the adoption of the annual budget of the proposed District, and (b) second, to fund the costs of the CID Project or any obligations issued by the proposed District to finance the costs of the CID Project. This formula will be applied throughout the term of the proposed District.

The CID Act mandates that existing City services will continue to be provided within a proposed District at the same level as before the proposed District was created (unless services are decreased throughout the City) and that any proposed District services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the proposed District at the same level as before the proposed District was created, and the proposed District will not cause the level of City services within the proposed District to diminish. Without the additional funding provided by the proposed District, the Petitioner would not be able to adequately develop, operate and maintain the CID Project.

(d) Estimate of Costs of Services and Improvements to be Incurred

The total estimated cost of the CID Project over the initial five-year period is approximately \$939,641. As stated above, District Sales Tax revenues and Special Assessment revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

(e) Anticipated Schedule

Below is a summary of the improvements, activities and services to be provided by the proposed District over the initial five-year period:

<u>Year</u>	<u>Improvements, Activities and Services</u>
2020	• Establish District

<u>Year</u>	<u>Improvements, Activities and Services</u>
	<ul style="list-style-type: none"> • Provide financing for a portion of the costs of the CID Project • Acquire easement over are upon which the CID Project is constructed • Issuance of District obligations upon acquisition of easement • District's Board of Directors authorizes initial levy of Special Assessment • Provide for the collection of Special Assessment • District's Board of Directors authorizes imposition of District Sales Tax • District holds mail-in election to impose District Sales Tax • Provide for the collection of District Sales Tax • Provide for debt service payments on the District's obligations
2021	<ul style="list-style-type: none"> • Easement over CID Project remains • Provide financing for a portion of the costs of the CID Project • Provide for the collection of Special Assessment and District Sales Tax • District provides for its on-going administration • Provide for debt service payments on the District's obligations
2022	<ul style="list-style-type: none"> • Easement over CID Project remains • Provide financing for a portion of the costs of the CID Project • Provide for the collection of Special Assessment and District Sales Tax • District provides for its on-going administration • Provide for debt service payments on the District's obligations
2023	<ul style="list-style-type: none"> • Easement over CID Project remains • Provide financing for a portion of the costs of the CID Project • Provide for the collection of Special Assessment and District Sales Tax • District provides for its on-going administration • Provide for debt service payments on the District's obligations

<u>Year</u>	<u>Improvements, Activities and Services</u>
2024	<ul style="list-style-type: none">• Easement over CID Project remains• Provide financing for a portion of the costs of the CID Project• Provide for the collection of Special Assessment and District Sales Tax• District provides for its on-going administration• Provide for debt service payments on the District's obligations

DRAFT

EXHIBIT E

[Follows]

DRAFT

Space Above for Recorder's Use Only

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) made and entered into as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between **HIE of St. Peters, LLC**, a Missouri limited liability company, with an address of 4482 Woodson Rd., St. Louis, Missouri 63134 (“**Grantor**”), and **HIE Richmond Center Community Improvement District**, a community improvement district and political subdivision of the State of Missouri, with an address of 4482 Woodson Rd., St. Louis, Missouri 63134 (“**Grantee**”).

RECITALS

A. Grantor is the owner of certain real property located in the City of St. Peters and County of St. Charles, in the State of Missouri, legally described as:

Lot B of Richmond Center – Lot B, according to the plat thereof recorded in Plat Book 46, Page 261 of the St. Charles County Records.

(the “**Property**”).

B. Grantor desires to grant to Grantee a non-exclusive easement to use a certain portion of the Property described on Exhibit A (the “**Easement Area**”) for the uses set forth herein, in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee hereby agree as follows:

Section 1. Grant of Easement.

(a) Subject to the terms of this Agreement, Grantor hereby grants, gives and conveys to Grantee a non-exclusive right, privilege and easement to use the Easement Area (the “**Easement**”) for the purposes of ingress and egress, public travel and parking of vehicles, for the Term set forth in Section 2 below; provided, however, that any party utilizing the Easement Area for public parking who is not a patron, customers, invitee, guest (including hotel guest), or employee of the businesses operating within the boundaries of Grantee shall be subject to a three-hour parking restriction that shall be enforced by or on behalf of Grantee as further set forth herein.

(b) In exchange for the rights granted by this Agreement, Grantee agrees to reimburse Grantor for eligible costs under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “CID Act”) incurred in connection with the “CID Project” described in that certain Amended and Restated Petition of the Creation of a Community Improvement District dated as of June 26, 2020 establishing Grantee as a Community Improvement District under the CID Act.

(c) With respect to portions of the Easement Area consisting of sidewalks, grounds, paths, or landscaping, the public may only use those areas for their ordinary use by pedestrians, and no vehicles shall be permitted to use the same.

(d) The parties hereto agree as follows with respect to the use of the Easement Area:

(i) For the entire Term, patrons and employees of the businesses operating within the boundaries of Grantee shall have unlimited, unrestricted access to the Easement Area;

(ii) The storage of wrecked or disassembled vehicles in various stages of disrepair anywhere on the Easement Area is expressly prohibited;

(iii) No person shall park a vehicle on the Easement Area for the principal purpose of displaying such vehicle for sale;

(iv) No person shall park a vehicle on the Easement Area for the principal purpose of repairing such vehicle except such repairs necessitated by an emergency;

(v) No person shall park any vehicle on the Easement Area in such a manner or under such conditions as to obstruct or impair the free movement of vehicular traffic;

(vi) No person shall park a vehicle with a gross licensed weight in excess of twelve thousand (12,000) pounds on the Easement Area except for a period of not to exceed three (3) hours for the purpose of and while actually engaged in loading and unloading merchandise or passengers; and

(vii) Vehicles are only permitted on portions of the Easement Area being used for drive aisles and parking areas; vehicles are not permitted on any other portions of the Easement Area, including sidewalks, paths, and landscaped areas.

(e) No charge to the public shall be made by the Grantor or Grantee for the use of the Easement Area pursuant to the Easement described in this Agreement.

(f) Grantor expressly reserves all rights which are not inconsistent with the use and enjoyment of the Easement Area as described in this Section.

(g) Grantor and Grantee shall cooperate and use reasonable efforts to cause all members of the general public who utilize the Easement Area to follow all reasonable and uniform rules established by or on behalf of Grantor with respect to the Easement Area from time to time.

Section 2. Term. This Agreement will commence as of the Effective Date and will continue for a term ending on the earlier of: (i) December 31, 2050, or (ii) the date of dissolution of Grantee (the “Term”).

Section 3. Taxes. During the Term of this Agreement, Grantor shall be solely and fully responsible for the payment of all ad valorem real property taxes assessed against the Easement Area.

Section 4. Maintenance by Grantor. Grantor shall be responsible for causing the maintenance and replacement, if necessary, of the Easement Area and all improvements thereon, including all paving, snow and debris removal, or other necessary maintenance to make the Easement Area safe and usable. If at any time Grantor shall, in the reasonable judgment of Grantee, fail to properly perform its obligations under this Section, Grantee may, upon 30 days' prior written notice to Grantor, arrange for the performance of such maintenance and replacement, if necessary, of the Easement Area, including all paving, snow and debris removal, or other necessary maintenance as Grantee reasonably deems necessary to make the Easement Area safe and usable. Grantor shall promptly reimburse Grantee for all reasonable costs and expenses of such maintenance and replacement upon receipt of an invoice for the same.

Section 5. Damage and Repair. If, during the Term, the Easement Area is damaged by fire, casualty or other cause, Grantor shall, at no cost and expense to Grantee, and with all reasonable diligence, cause the repair or replacement of the damaged portion of the Easement Area to the same condition as existed previously. Grantor shall have the right to discontinue operating the Easement Area for public use on a temporary basis to the extent it reasonably deems necessary to comply with applicable law or as necessary for the safe and orderly reconstruction thereof. To the extent available, insurance proceeds shall be applied to such repairs or replacements.

Section 6. Miscellaneous Provisions.

(a) Consents and Cooperation. The parties agree to take such reasonable actions as may be necessary to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

(b) Applicable Law and Jurisdiction. This Agreement will be governed and construed in accordance with the laws of the state of Missouri.

(c) Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with respect to those matters contained herein. This Agreement shall be amended only in writing and effective when signed by all parties hereto.

(d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

(e) Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties would not have entered into the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

(f) Representatives Not Personally Liable. No official agent, employee, representative, or consultant of Grantor or Grantee shall be personally liable to any other party to this Agreement in the event of any default or breach by Grantor or Grantee under this Agreement or for any amount which may become due or with respect to any obligation under this Agreement.

(g) Notices. Any notice, demand or other communication required by this Agreement to be given by one party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally. Notices shall be sent to the parties at the addresses first set forth above, provided that any party may change its address for notices by written notice to the other parties in conformance with this paragraph.

(h) Waiver. The failure of a party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

(i) Successors and Assigns. The terms and provisions of this Agreement shall run with the Property and the Easement Area and shall be binding upon the successors and assigns of the parties hereto.

[SIGNATURE PAGES FOLLOW]

DRAFT

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

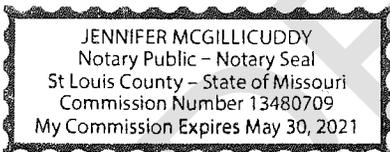
HIE OF ST. PETERS, LLC

By: *[Signature]*
Hardik Patel, Member

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

On this 9 day of July, 2020, before me appeared Hardik Patel, to me personally known, who, being by me duly sworn, did say that he is a Member of HIE OF ST. PETERS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and said Hardik Patel acknowledged said instrument to be the free act and deed of said limited liability company.

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



(SEAL)

Jennifer McGillicuddy
Printed Name: Jennifer McGillicuddy
Notary Public in and for said State
Commission in St. Louis County

My commission expires: May 30, 2021

HIE RICHMOND CENTER COMMUNITY
IMPROVEMENT DISTRICT

(SEAL)
ATTEST:

_____, Secretary

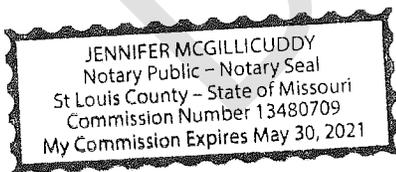
_____, Chair

ACKNOWLEDGMENT

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

On this 9 day of July, 2020, before me appeared HARDIK PATEL, who being by me duly sworn, did say that he or she is the Chair of **HIE Richmond Center Community Improvement District**, a community improvement district and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of the District by authority of its Board of Directors; and he or she acknowledged said instrument to be the free act and deed of said District.

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.



Jennifer McGillicuddy
Printed Name Jennifer McGillicuddy
Notary Public in and for said State
Commission in St. Louis County

(SEAL)

My commission expires: May 30, 2021

Exhibit A

Easement Area

Those portions of the Property consisting, from time to time, of driveways, drive aisles, parking areas, landscaping, benches, sidewalks, paths, and shelters, and excluding at all times, portions of the Property occupied, from time to time, by buildings.

DRAFT

CONSENT

[Insert consent of Grantor's Lender consenting to Easement Agreement, if applicable.]

DRAFT

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AGREEMENTS PROVIDING FOR THE ACQUISITION OF RIGHT-OF-WAY, ROADWAY MAINTENANCE AND UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FROM MARSHA K. BANCROFT FOR THE CENTENNIAL GREENWAY, PHASE 4 PROJECT (FEDERAL PROJECT NO. TAP 7305(618))

WHEREAS, the City of St. Peters has long been an advocate of improved transportation systems and facilities to promote the general health, safety and welfare of the community; and

WHEREAS, the City of St. Peters entered into an Agreement with the Missouri Highways and Transportation Commission on January 11, 2018, to provide funding for the Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305(618); and

WHEREAS, construction of said Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305(618) necessitates obtaining certain right-of-way, a roadway maintenance and utility easement, along with a temporary construction easement from Marsha K. Bancroft, a single person; and

WHEREAS, said Marsha K. Bancroft and the City of St. Peters are desirous of entering into Agreements providing for acquisition of right-of-way, a permanent roadway maintenance and utility easement, along with a temporary construction easement for said Centennial Greenway, Phase 4 Project, Federal Project No. TAP 7305(618).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to negotiate, execute, and administer, on behalf of said City, Agreements providing for the acquisition of certain right-of-way, by a Special Warranty Deed, a roadway maintenance and utility easement, by a Roadway Maintenance and Utility Easement Agreement, and a temporary construction easement, by a Temporary Construction Easement Agreement, with Marsha K. Bancroft, a single person; in substantially the forms attached hereto and made a part hereof, for the Centennial Greenway, Phase 4, Federal Project No. TAP 7305(618).

SECTION 2. The City Clerk is hereby directed to cause said documents to be recorded in the office of the Recorder of Deeds of St. Charles County, Missouri.

SECTION 3. Savings.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 23rd day of July, 2020.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

SPECIAL WARRANTY DEED

This Deed, Made and entered into this ____ day of _____, 2020, by and between Marsha K. Bancroft, a single person, whose mailing address is 2901 Cloverwoods Lane, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents **Bargain and Sell, Convey and Confirm** unto the said GRANTEE, the following described Real Estate, situated in the County of St. Charles, and State of Missouri, to-wit:

SEE EXHIBITS "A" AND "B", ATTACHED HERETO AND INCORPORATED
BY REFERENCE HEREIN

To Have and to Hold, the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever. The said GRANTOR hereby covenanting that it and its successors and assigns shall and will **Warranty and Defend** the title to the premises unto the said GRANTEE, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR, but none other, expecting, however, the general taxes for the calendar year 2020 and thereafter, and the special taxes becoming a lien after the date of this deed.

In Witness Whereof, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

GRANTOR:

MARSHA K. BANCROFT

Signature: Marsha K. Bancroft
under protest

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

On this 1st day of May, 2020, before me personally appeared Marsha K. Bancroft, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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.

Christine D. Cattoor
Notary Public

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said state, appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri municipal corporation by authority of its Board of Aldermen and said Russell W. Batzel acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

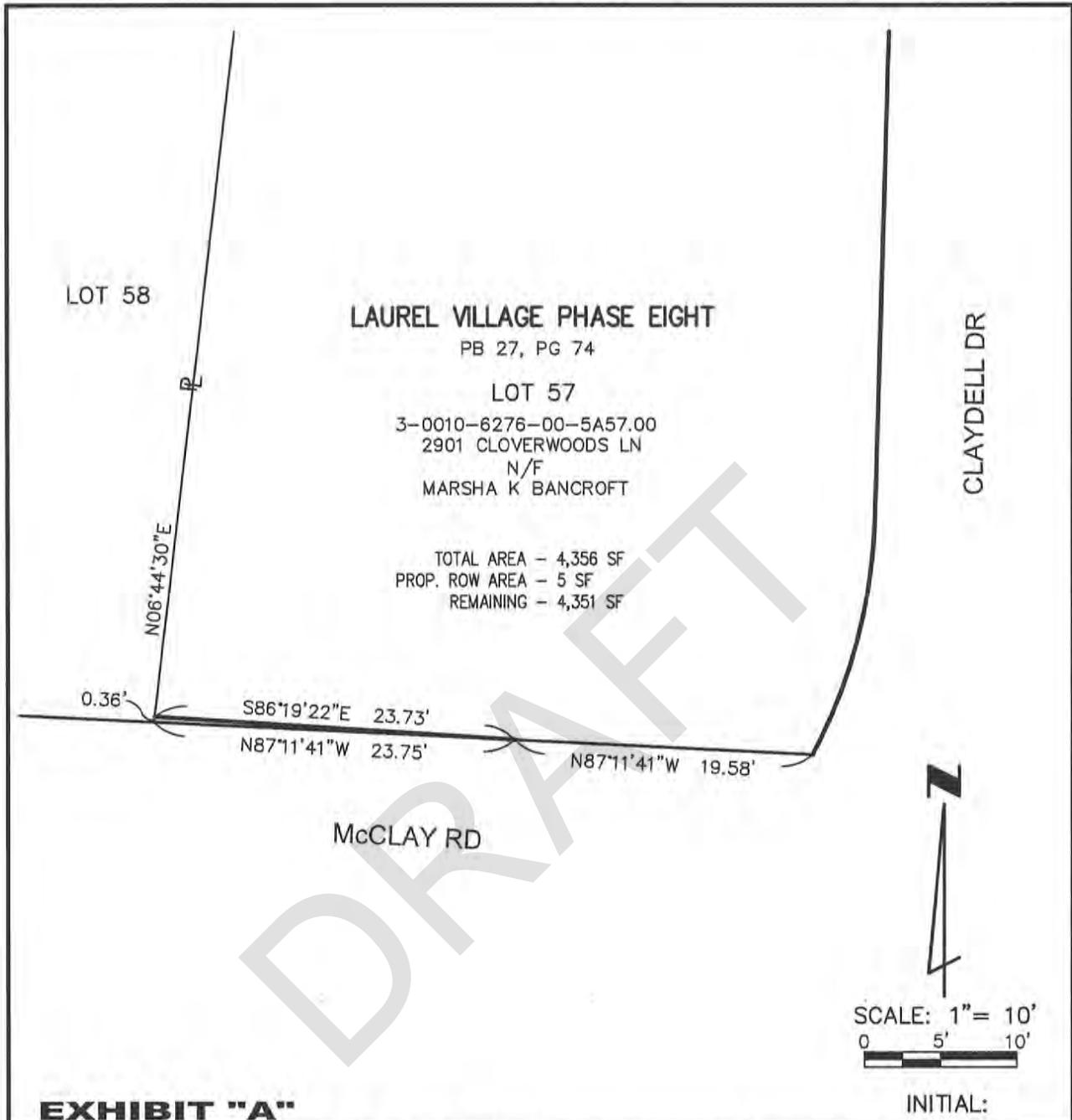


EXHIBIT "A"

**DEDICATION OF RIGHT OF WAY
TRACT OF LAND BEING PART OF
LOT 57 OF LAUREL VILLAGE PHASE EIGHT
PLAT BOOK 27, PAGE 74
ST CHARLES COUNTY, MISSOURI**



16141 Swingley Ridge Rd., Suite 300
Chesterfield, Missouri 63017
Missouri Certificate of Authority #2002030547

T. 636 537 5585
F. 636 537 0275

Charles E. Quinby

Charles E. Quinby Jr., P.L.S. Missouri
License No. 2007000085
Date: 01/03/07

Date: 11/20/19

EXHIBIT "B"

November 16, 2019
Parcel 25
Marsha K. Bancroft

DEDICATION OF RIGHT OF WAY

A tract of land being part of Lot 57 of Laurel Village Phase Eight, a subdivision, as recorded in Plat Book 27, Page 74 of St. Charles County, Missouri Records Office, being more particularly described as follows:

Commencing at the intersection of the West right of way of Claydell Drive and the North right of way of McClay Road; thence along said North right of way, North 87 degrees 11 minutes 41 seconds West, a distance of 19.58 feet, to the Point of Beginning; thence continuing North 87 degrees 11 minutes 41 seconds West, a distance of 23.75 feet, to the West line of said Lot 57; thence North 06 degrees 44 minutes 30 seconds East, along said West line, a distance of 0.36 feet; thence South 86 degrees 19 minutes 22 seconds East, a distance of 23.73 feet, to the Point of Beginning.

Area of Dedication = 5 square feet

Roadway Maintenance & Utility Easement Agreement

This instrument, made and entered into this ____ day of _____, 2020, by and between, Marsha K. Bancroft, a single person, whose mailing address is 2901 Cloverwoods Lane, St. Peters, Missouri 63376, hereinafter referred to as GRANTOR, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, its grantors and assigns, whose address is #1 St. Peters Centre Blvd., St. Peters, Missouri 63376 hereinafter referred to as GRANTEE.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents *Grant* unto the said GRANTEE,

A Perpetual Right and Easement, for the purpose of constructing re-constructing, using, operating, maintaining, adding to the number of, and patrolling roadway, sidewalks, water lines, storm and sanitary sewers, street lights, traffic signals, electric, gas, telecommunication, cable and other utility systems, including, but not limited to cables, conduits, transformers, and other appurtenances thereto, in, on, upon, along, over, under, through and across the real estate more particularly described on Exhibits "A" and "B", attached hereto and incorporated by reference herein (the "Easement Area"). The GRANTEE shall have the right to survey, stake, slope, alter the existing grade of, reshape, construct, reconstruct, place, keep, operate, maintain, inspect, control, add to and relocate at will, at any time, said roadway, sidewalks, street lights, traffic signals, utility systems, lines or cables and other appurtenances associated therewith, including, without limitation, the right of ingress and egress to and over the above described Easement Area and premises of GRANTOR adjoining the same, for all purposes herein stated; together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees and overhanging branches, and remove same and/or any rocks or other obstructions upon, over, and under said Easement Area or any portion thereof or of said systems by any other person, association or corporation for the purposes hereinabove set out, and with the further right at any time and from time to time, to remove any or all of the said systems and appurtenances thereto located upon, over across and under said Easement Area by virtue hereof. GRANTEE covenants and agrees that after any construction or repair work done on and to the Easement Area herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable.

GRANTOR, for itself, its successors and assigns, does hereby warrant and covenant unto GRANTEE (1) that GRANTOR is the owner of the above described Easement Area and has full right and authority validly to grant this easement, (2) that GRANTEE may quietly enjoy the

GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said state, appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri municipal corporation by authority of its Board of Aldermen and said Russell W. Batzel acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

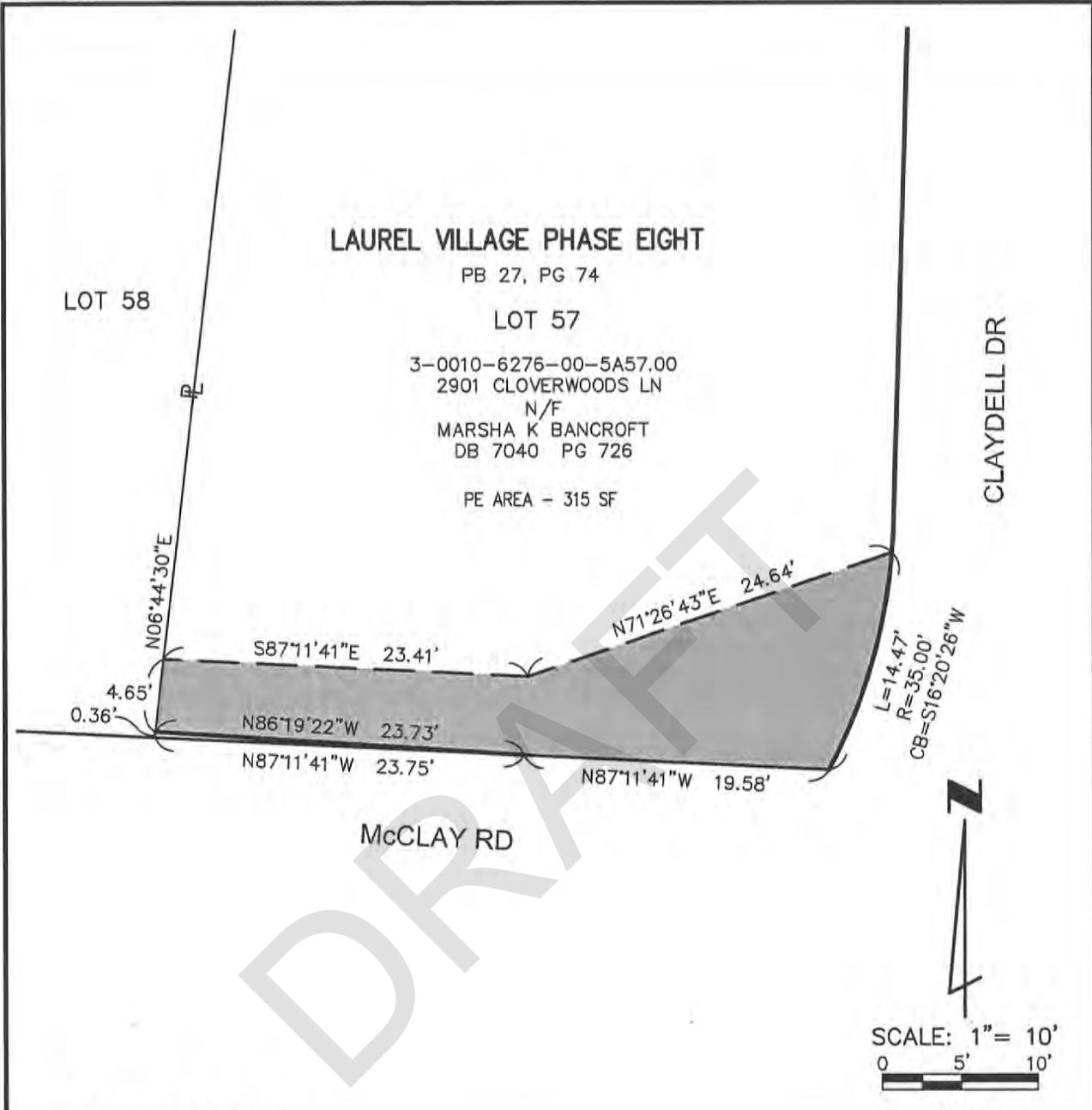
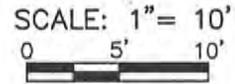


EXHIBIT "A"

**PERMANENT EASEMENT PLAT
TRACT OF LAND BEING PART OF
LOT 57 OF LAUREL VILLAGE PHASE EIGHT
PLAT BOOK 27, PAGE 74
ST CHARLES COUNTY, MISSOURI**



INITIAL: _____



16141 Swingley Ridge Rd., Suite 300
Chesterfield, Missouri 63017
Missouri Certificate of Authority #2002030547

Charles E. Quinby

Charles E. Quinby Jr., P.L.S. Missouri
License No. 2007000085
Date: 01/03/07



Date: 11/20/19

EXHIBIT "B"

November 16, 2019
Parcel 25
Marsha K. Bancroft

PERMANENT EASEMENT

A tract of land being part of Lot 57 of Laurel Village Phase Eight, a subdivision, as recorded in Plat Book 27, Page 74 of St. Charles County, Missouri Records Office, being more particularly described as follows:

Commencing at the intersection of the West right of way of Claydell Drive and the North right of way of McClay Road; thence along said North right of way, North 87 degrees 11 minutes 41 seconds West, a distance of 43.33 feet, to the West line of said Lot 57; thence North 06 degrees 44 minutes 30 seconds East, along said West line, a distance of 0.36 feet, to the Point of Beginning; thence continuing North 06 degrees 44 minutes 30 seconds East, a distance of 4.65 feet; thence South 87 degrees 11 minutes 41 seconds East, a distance of 23.41 feet; thence North 71 degrees 26 minutes 43 seconds East, a distance of 24.64 feet, to a point on a non-tangent curve, being the West right of way of said Claydell Drive; thence along said West right of way, being a curve to the right, with a radius of 35.00 feet, an arc distance of 14.47 feet, and a chord bearing of South 16 degrees 20 minutes 26 seconds West; thence North 87 degrees 11 minutes 41 seconds West, a distance of 19.58 feet; thence North 86 degrees 19 minutes 22 seconds West, a distance of 23.73 feet, to the Point of Beginning.

Area of Permanent Easement = 315 square feet

Temporary Construction Easement Agreement

This Instrument, Made and entered into this _____ day of _____, 2020, by and between Marsha K. Bancroft, a single person, whose mailing address is 2901 Cloverwoods Lane, St. Peters, Missouri 63376, hereinafter **GRANTOR**, and the CITY OF ST. PETERS, MISSOURI, a Missouri municipal corporation, whose address is #1 St. Peters Centre Boulevard, St. Peters, Missouri 63376, hereinafter **GRANTEE**.

Witnesseth, that the said GRANTOR, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by the said GRANTEE, the receipt and sufficiency of which is hereby acknowledged, do by these presents **Grant** unto the said GRANTEE,

A Temporary Construction Easement, as more particularly described on Exhibits “A” and “B”, attached hereto and incorporated by reference herein, for the purpose of surveying, staking, sloping, altering the existing grade of, reshaping and otherwise using the easement area. GRANTEE covenants and agrees that after any construction work done on and to the temporary construction easement herein granted, that it will restore the ground surface to substantially its prior condition, to the extent practicable, and will repair and/or replace any structure, fence, shrubbery or other item damaged or demolished as a result of any construction work or activity on the easement granted. This Temporary Construction Easement shall cease and terminate thirty (30) days after the construction work on the Centennial Greenway, Phase 4 is accepted by the City of St. Peters, Missouri.

All provisions of this instrument, including the benefits and burdens, are deemed to be covenants running with the land and are binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

All of which is Subject to all easements, restrictions, conditions and rights of way, now of record, if any.

To Have and to Hold the said *Easement*, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and to its successors and assigns forever.

In Witness Whereof, the said GRANTOR and GRANTEE hereto have executed these presents as of the day and year first above written.

GRANTOR:

MARSHA K. BANCROFT

Signature: Marsha K. Bancroft
under protest

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

On this 1 day of May, 2020, before me personally appeared Marsha K. Bancroft, known to me to be the person who executed the foregoing instrument and acknowledged to me that she executed the same as her 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.

Christine D Cattoor
Notary Public

My Commission Expires:



GRANTEE:

CITY OF ST. PETERS, MISSOURI

By: _____
Russell W. Batzel, City Administrator

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

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said state, appeared Russell W. Batzel, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of St. Peters, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Missouri municipal corporation by authority of its Board of Aldermen and said Russell W. Batzel acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

LAUREL VILLAGE PHASE EIGHT

PB 27, PG 74

LOT 57

3-0010-6276-00-5A57.00
2901 CLOVERWOODS LN

N/F
MARSHA K BANCROFT
DB 7040 PG 726

TCE AREA - 174 SF

LOT 58

CLAYDELL DR

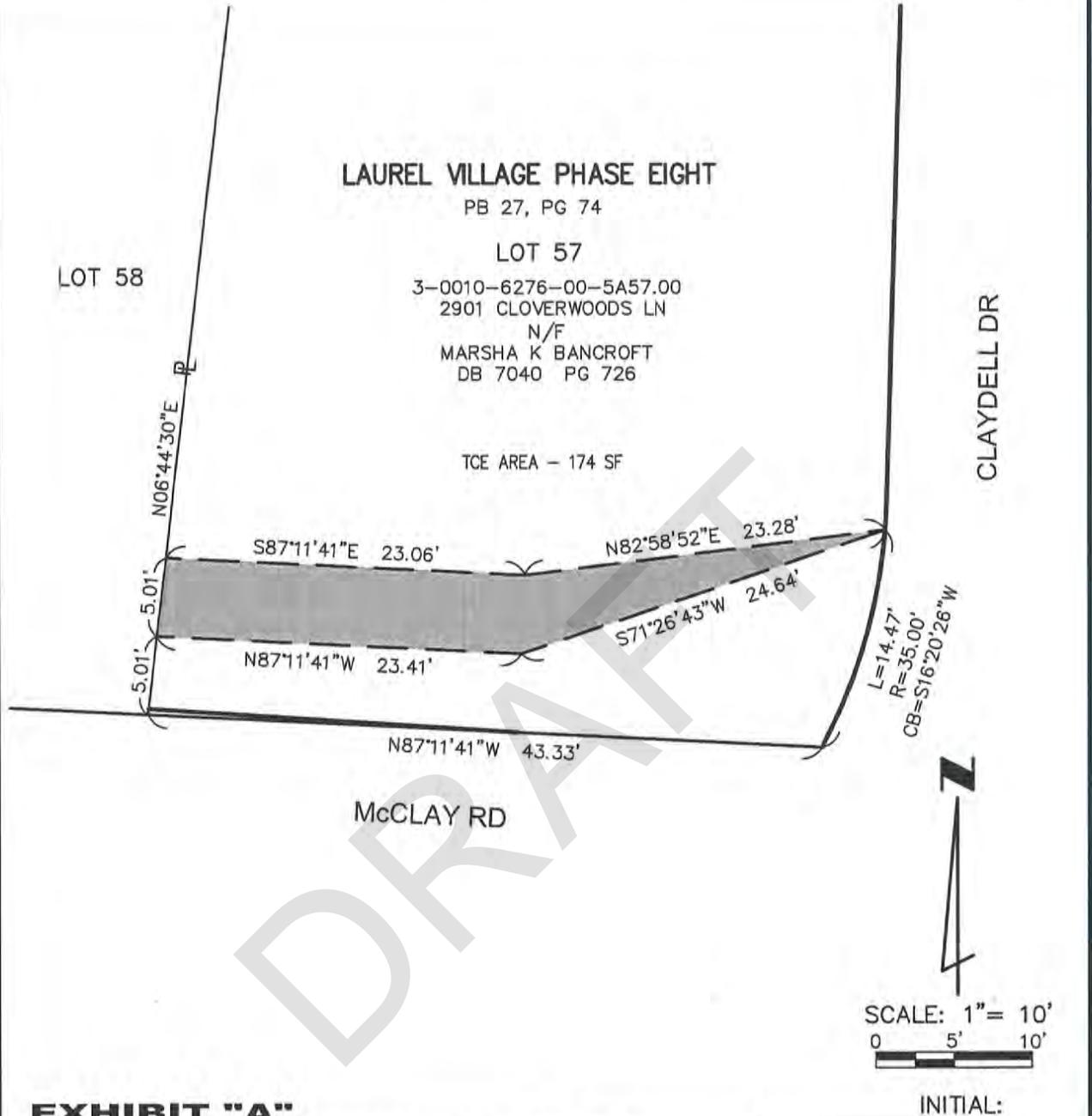


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT PLAT
TRACT OF LAND BEING PART OF
LOT 57 OF LAUREL VILLAGE PHASE EIGHT
PLAT BOOK 27, PAGE 74
ST CHARLES COUNTY, MISSOURI

INITIAL:



16141 Swingley Ridge Rd., Suite 300
Chesterfield, Missouri 63017
Missouri Certificate of Authority #2002030547

T. 636 537 5589
F. 636 537 0275

Charles E. Quinby

Charles E. Quinby Jr., P.L.S. Missouri
License No. 2007000085
Date: 01/03/07



Date: 11/20/19

EXHIBIT "B"

November 16, 2019
Parcel 25
Marsha K. Bancroft

TEMPORARY CONSTRUCTION EASEMENT

A tract of land being part of Lot 57 of Laurel Village Phase Eight, a subdivision, as recorded in Plat Book 27, Page 74 of St. Charles County, Missouri Records Office, being more particularly described as follows:

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Area of Temporary Construction Easement = 174 square feet

RESOLUTION NO.

A RESOLUTION CONCERNING VOLUNTARY ANNEXATION
WILLIAM AND SUSAN FOSTER, 1 PINE DRIVE

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ST.
PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That there has been presented to the Board of Aldermen of the City of St. Peters, Missouri, on this date, one (1) verified petition signed by the owners of all fee interests of record of all tracts of real property located within the area described in the petition, which is proposed to be annexed to the City of St. Peters, and which petition requests annexation of such area into the City limits of the City of St. Peters, Missouri, a copy of which petition is attached hereto and made a part hereof.

SECTION 2. That no part of the said real property is now included in any incorporated municipality.

SECTION 3. That the said real property as a whole is contiguous to the existing corporate limits of the City of St. Peters, Missouri.

SECTION 4. That, in accordance with Section 71.012 RSMo, a public hearing shall be held concerning the matter, and this public hearing shall be held on the 27th day of August, 2020, at 6:30 p.m. at the St. Peters Justice Center in the City of St. Peters, Missouri.

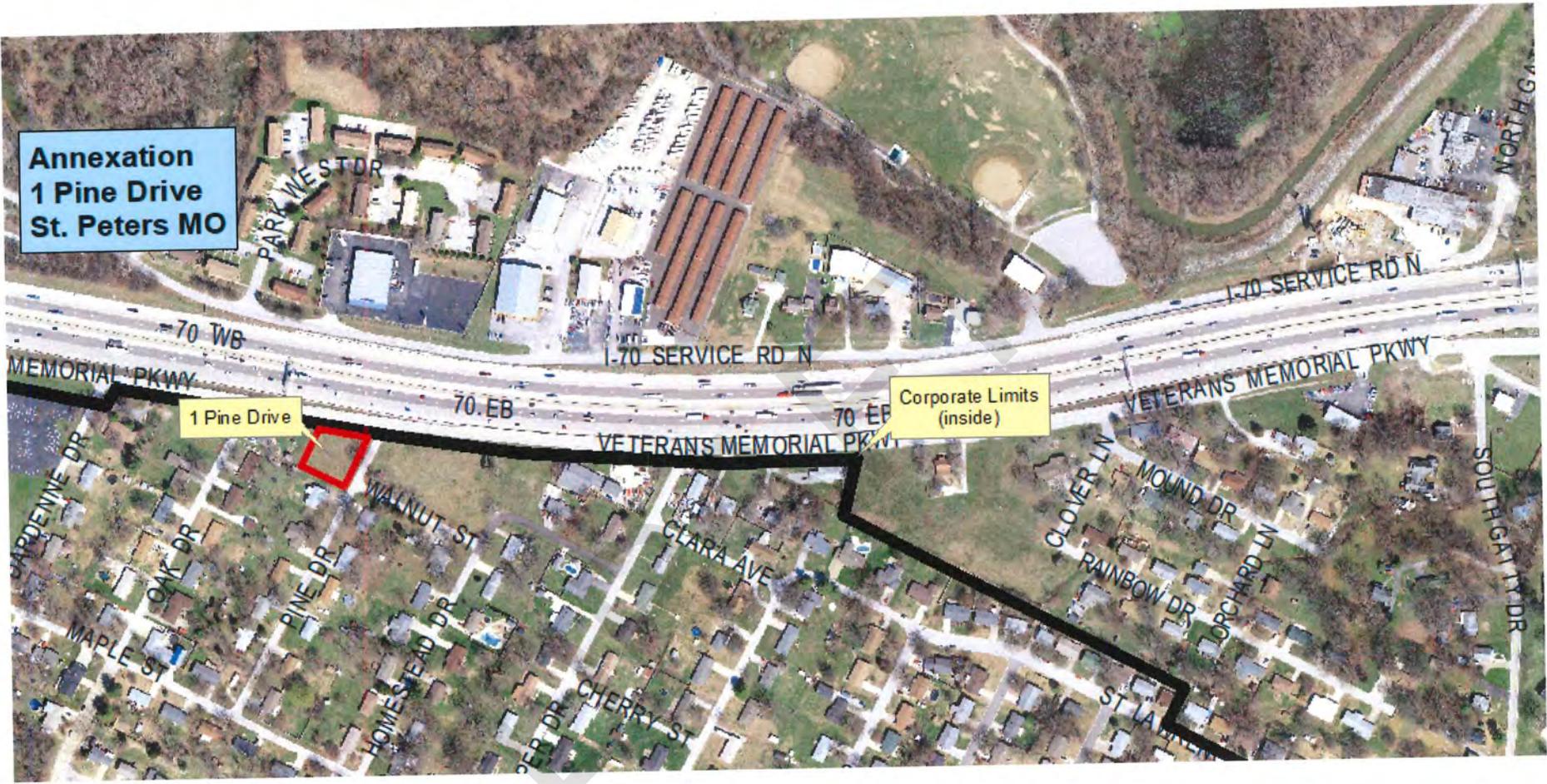
SECTION 5. The City Clerk is authorized and directed to cause a notice of such hearing to be published at least seven (7) days prior to the date of the hearing in a newspaper of general circulation in St. Charles County, Missouri, which is qualified to publish legal matters.

Read and adopted this 23rd day of July, 2020.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

**Annexation
1 Pine Drive
St. Peters MO**



1 Pine Drive

Corporate Limits
(inside)