



PLANNING AND ZONING COMMISSION MEETING

1 GOVERNMENT CTR, BALLWIN, MO 63011
MONDAY, MAY 05, 2025 at 7:00 PM

AGENDA

1. **Call to Order**
2. **Approval of Minutes**
 - a. Minutes of the April 7, 2025 Planning & Zoning Commission Meeting
3. **Agenda Items**
 - a. ADP-25-01 Amended Development Plan, submitted by SG MF Rockwood Investors LLC, for a proposed parking lot at 121 Steamboat Lane.
4. **Adjourn**

NOTE: Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

ADA NOTICE: Residents of Ballwin are afforded an equal opportunity to participate in the programs and services of the City of Ballwin regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If one requires an accommodation, please call (636) 227-8580 V or (636) 527-9200 TDD or 1-800-735-2466 (Relay Missouri) no later than 5:00 p.m. on the third business day preceding the hearing. Offices are open between 8:00 a.m. and 5:00 p.m. Monday through Friday.



Meeting Minutes

April 7, 2025 7:00pm

1 Government Ctr, Ballwin MO 63011

THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.

The meeting was called to order by Chairman Grant Alexander at 7:00 p.m.

ROLL CALL

Present

Mayor Tim Pogue
Chairman Grant Alexander
Commissioner Janet Carr
Commissioner Bill Hinds
Commissioner Victoria Winfrey
Commissioner Zach Carter
Commissioner Scott Brinker
Commissioner Michael Swain
City Attorney Robert Jones
City Planner Lynn Sprick

Absent

Alderman David Siegel
Commissioner Derek Beiter

MINUTES

The minutes from the March 3, 2025 Planning & Zoning Commission Meeting were submitted for approval. A motion to approve as submitted was made by Commissioner Swain and seconded by Commissioner Winfrey. The motion was approved unanimously.

AGENDA ITEMS

Public Comment

The Commissioner allowed public comment from a resident, Patrick Lewis of 238 Oak Moss Court to speak. He feels that business signage should be in English.

Attorney Jones pointed out that Government bodies cannot regulate content of signage.

SUE-25-03 Special Use Exception, submitted by Fuad Khalil, for a restaurant with front yard parking at 15523 Manchester Road.

Lynn Sprick summarized the Petition.

Fuad Khalil (Petitioner) provided additional details, noting that the business will prepare and sell halal and kosher pizza.

Commissioner Hinds asked about the work completed on the space.

Mr. Khalil stated that cosmetic work, including flooring and painting, had been done to refresh the space.

Commissioner Winfrey inquired about the proposed hours of operation.

Mr. Khalil stated the hours will be Monday through Saturday from 11:00 a.m. to 12:00 a.m., and Sunday from 11:00 a.m. to 9:00 p.m.

Commissioner Carr asked if delivery services will be offered.

Mr. Khalil confirmed that delivery will be available through services such as DoorDash and Uber Eats.

Chairman Alexander asked how many employees would work at the restaurant.

Mr. Khalil stated the business will initially employ six (6) full-time and four (4) part-time employees.

Chairman Alexander opened the public hearing. With no one present to speak, the public hearing was closed.

Commissioner Hinds made a motion to recommend approval of the Petition to the Board of Aldermen.

Mayor Pogue seconded the motion, and it was unanimously approved.

SUE-25-04 Special Use Exception, submitted by Midwest Petroleum, for a motor vehicle fuel filling station with front yard parking at 15302 Manchester Road.

Lynn Sprick summarized the Petition.

Ryan Schweissguth and Karen Doss (Petitioners) provided additional information.

Chairman Alexander asked about the new canopy and how the old canopy would be attached.

Ms. Doss stated that a new Phillips 66 fascia will be installed.

Commissioner Carter asked about traffic concerns at Manchester Road and New Ballwin Road.

Ms. Doss pointed out that multiple curb cuts are being removed as part of the project.

Mr. Schweissguth noted that a median on Manchester Road prevents vehicles from turning left out of the site.

Commissioner Carter asked whether a traffic study had been completed and what the results were.

Mr. Schweissguth responded that MoDOT had performed a traffic study and had no major comments, other than the possibility of changing the timing of the traffic signals at Manchester Road and New Ballwin Road.

Mayor Pogue inquired about the curb cut on New Ballwin Road.

Mr. Schweissguth confirmed the remaining curb cut will be relocated slightly to the south of the one currently closest to Manchester Road.

Commissioner Hinds asked if the Petitioners had elevations of the proposed development.

Mr. Schweissguth presented elevations to the Commission.

Commissioner Swain asked about the parking lot on the south side of the property.

Ms. Doss stated it would be used by Midwest Petroleum owners when visiting the site.

Commissioner Winfrey asked if the business would be open 24 hours a day.

Ms. Doss confirmed it would.

Chairman Alexander asked about buffer requirements.

Meeting Minutes

April 7, 2025 7:00pm

1 Government Ctr, Ballwin MO 63011

Ms. Doss explained that a significant amount of green space and landscaping would be provided.

Commissioner Swain noted that the adjacent residence has been converted into a business.

Commissioner Brinker asked whether a retaining wall would be installed along New Ballwin Road.

Mr. Schweissguth stated that a new retaining wall would be constructed along the edge of the parking lot along New Ballwin Road. The larger existing wall along the west property line would be extended. A fence will be installed on that retaining wall due to its height.

Commissioner Brinker asked about the installation of sidewalks.

Mr. Schweissguth stated that ADA-compliant sidewalks and ramps will be constructed on all three sides of the property.

Attorney Jones reminded the Commission to address waiving the cross-access easement requirement between the subject property and the property to the west when making their recommendation to the Board of Aldermen.

Chairman Alexander opened the public hearing. With no one present to speak, Chairman Alexander closed the public hearing.

Chairman Alexander made a motion to recommend approval of the Petition to the Board of Aldermen, waiving the cross-access easement requirement. Commissioner Hinds seconded the motion, and it was unanimously approved.

Z-25-01 Zoning Change from St Louis County's R-2 Residence District to the City of Ballwin's R-2 Single Family Dwelling District for the following: Claymont, Claymont Cove, Claymont Place and Claymont Court, Claymont Elementary School and St Mark's Presbyterian Church.

Ms Sprick summarized the Petition.

Mayor Pogue asked Attorney Jones about questions that came up at the homeowners' association meeting.

Attorney Jones stated that the questions primarily concerned the differences between the two zoning districts.

Chairman Alexander opened the public hearing. With no one present to speak, Chairman Alexander closed the public hearing.

Mayor Pogue motioned to recommend approval of the Petition of the Petition to the Board of Aldermen. Commissioner Hinds seconded the motion and it was unanimously approved.

OTHER ITEMS

Alderman Stallmann thanked Mayor Pogue for his dedicated service to the City of Ballwin.

With no other business to discuss, Chairman Alexander motioned to adjourn the meeting. Mayor Pogue seconded the motion and the meeting adjourned at 7:45pm.



Amended
**DEVELOPMENT PLAN APPROVAL
PETITION**

CITY OF BALLWIN }
 }
COUNTY OF ST. LOUIS }
STATE OF MISSOURI }

FEE: \$ 1,250.00

PAID: *pd*
NUMBER: ADP-25-01

**TO THE BOARD OF ALDERMEN
CITY OF BALLWIN**

Type of Development Plan: Parking Lot

Code Section under which Petition is being filed: Article VII Section 14

Now comes (print name of Petitioner) SG MF Rockwood Investors LLC
and states to the Board of Aldermen:

- I. That he, she, it, they, has (have) the following legal interest in the tract of land and/or premises located within the corporate limits of Ballwin, Missouri, described in Section II of this petition.
 - A. State Legal Interest: Owner
 - B. Documentation of Legal Interest must accompany this petition.
- II. That the legal description of the property/premises, for which a subdivision plat is desired, is enclosed.
- III. That a survey or drawing of the property/premises, for which a development plan approval is requested, is enclosed, and said drawing is to a scale of 100 feet or less to the inch.
- IV. That the street address of said property is: 121 Steamboat Lane
- V. That the area (acres or square feet) of said property is: 7.61 acres
- VI. That the present zoning classification of said property is: R-4
- VII. That the present use of said property is: Apartment complex.
- VIII. That the intended use of said property is: Apartment Complex
- IX. That the proposed development plan does not violate any private deed restrictions on said property.
- X. That all information provided herein is true and a statement of fact.

I, the Petitioner, do hereby request an Ordinance of the Board of Aldermen approving and granting the herein requested Development Plan Approval.

PETITIONER: SG MF Rockwood Investors LLC
AUTHORIZED SIGNATURE: [Signature]
AUTHORIZED SIGNATURE (PRINTED): Joseph F. Mullen
ADDRESS: 3843 West Chester Pike
CITY/STATE/ZIP: Newtown Square, PA 19073
TELEPHONE NO: 484-427-2232
E-MAIL: aholloway@equuspartners.com

I, (print name of Petitioner) _____
do hereby designate _____
as my agent for purposes of presenting this petition, negotiating with the City of Ballwin on all issues relative to this petition, and corresponding and communicating with representatives of the City of Ballwin relative to this petition.

AGENT'S SIGNATURE: _____
AGENT'S NAME (PRINTED): _____
ADDRESS: _____
CITY/STATE/ZIP: _____
TELEPHONE NO: _____
E-MAIL: _____

Subscribed and sworn before me this 2nd day of April, 2025.
Mary E Lord
Notary Public

My Commission Expires
April 26, 2027

Commonwealth of Pennsylvania - Notary Seal
Mary E. Lord, Notary Public
Delaware County
My Commission Expires April 26, 2027
Commission Number 1205638

Petition Number: ADP-25-01

Public Hearing Date: May 5, 2025

Owner: SG MF Rockwood Investors LLC
3843 West Chester Pike, Newtown Square, PA 19073

Petitioner: Same as above

Project Name: Parking lot addition

Requested Action: ADP-25-01 Amended Development Plan, submitted by SG MF Rockwood Investors LLC for a parking lot addition at 121 Steamboat Lane.
(per Appendix A, Article VII, Section 14)

Location: 121 Steamboat Lane

Existing Zoning: R-4 Planned Multiple Dwelling District

Surrounding Zoning: R-1 Single Family Dwelling District to the north
MRD Manchester Road Revitalization District to the south
R-2 Single Family Dwelling District and R-4 to the east
R-2 to the west

Project Description: Parking lot addition to serve the multi-family development on the property and the nursery, pre-kindergarten, day care/play school permitted under SUE-25-01, located at 265 Steamboat Lane.

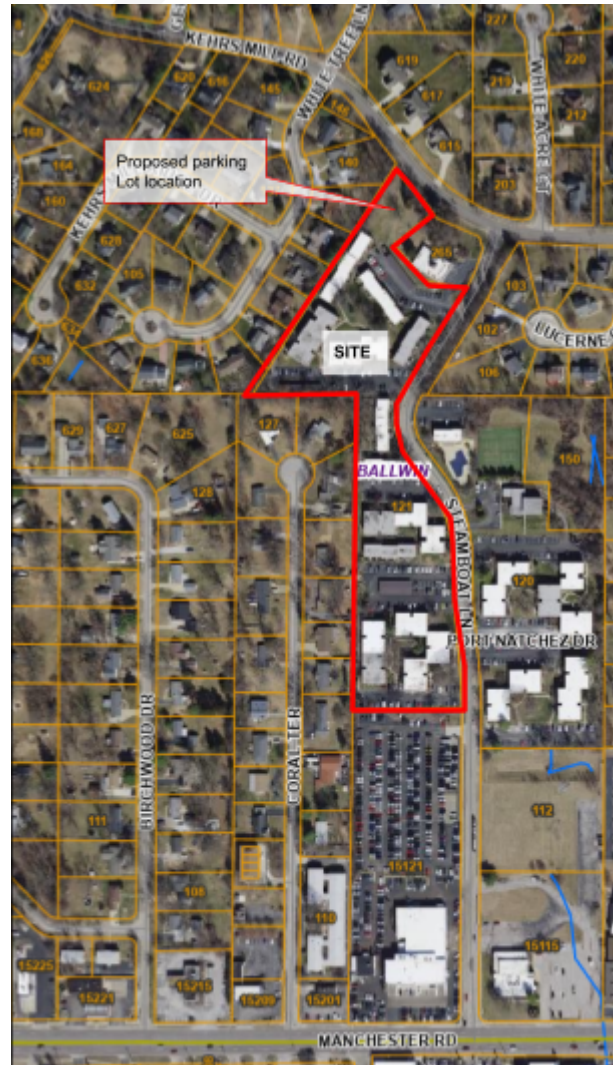


Figure 1 - Aerial view of the site and surrounding properties. Source: St Louis County



Figure 2 - View of the development, looking north from the existing multi family parking lot

Project description:

The Petitioner is requesting approval of an Amended Final Development Plan for the addition of a 21-space parking lot at 121 Steamboat Lane (Lot 1). This parking lot is intended to serve both the existing multi-family development at that location and the pre-kindergarten/day care facility on the adjacent property at 265 Steamboat Lane (Lot 2), via a cross access easement agreement. The property is zoned R-4, Planned Multiple Dwelling District. Surrounding zoning includes R-1 (Single Family Residential) to the north, MRD (Manchester Road Revitalization District) to the south, R-2 (Single Family Dwelling District) and R-4 to the east, and R-2 to the west.

History:

- In 1968, Ordinance #659 approved the Final Development Plan for the Mark Twain Village multi-family development.
- In 1975, Ordinance #1203 authorized the operation of a KinderCare Day Care Center at 265 Steamboat Lane.
- The site has since been occupied by various childcare facilities, most recently Howard Park Early Childhood Center, which vacated in October 2023.
- In March of this year, Ordinance 25-04 was approved for a new tenant Caravel Autism Health, with the condition that “Applicant shall include and reserve on the amended final development plan a parking lot suitable for parking twenty-one (21) vehicles and cross access between Lot 1 and Lot 2. Said parking lot shall be constructed and completed before issuance of an occupancy permit.”

Staff analysis:

Per city code, changes to a recorded Final Development Plan require an Amended Final Development Plan, subject to recommendation by the Planning & Zoning Commission, a public hearing, and approval by the Board of Aldermen, followed by recording with the St. Louis County Recorder of Deeds.

The proposed parking lot will be located on a portion of Lot 1 that has remained vacant since 2013. The site previously contained a concrete pad of approximately 6,300 square feet, which was removed, converting the area into green space. A previous proposal to construct tennis courts on the site was never completed.

The current plan satisfies the conditions outlined in Ordinance 25-04 and includes cross-access to Lot 2.

While a buffer is not required between residential zoning districts, staff requested and the Petitioner has agreed to install a dense landscape buffer along the northwest side of the parking lot to screen it from the adjacent single-family homes.

The Public Works Department has been consulted regarding this project. All standard erosion control measures will be implemented during construction. However, a land disturbance permit is only required if the area of disturbance is 10,000 square feet or more. Since the area proposed to be disturbed does not meet this threshold, a land disturbance permit is not required at this time.

Staff recommendation:

This Petition is for an Amended Development Plan for a parking lot addition to serve the multi family development at 121 Steamboat Lane, and the pre-kindergarten, day care/play school on the adjacent property at 265 Steamboat Lane. All requirements of Appendix A, Article VII, Section 14 outlining requirements for an Amended Development Plan have been met by this Petition.

Therefore, staff recommends approval with the following conditions:

1. The cross access easement agreement, drafted by the Petitioner and included in this agenda, must be recorded as part of the Amended Development Plan.
2. A landscape buffer must be installed and maintained in healthy condition, along the northwest side of the parking lot, as shown on sheet 4 of the submitted plans.



CITY OF BALLWIN
ST. LOUIS COUNTY, MISSOURI

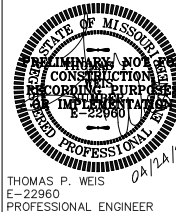
PARKING LOT EXTENSION
#265 STEAMBOAT LANE
PROJECT NUMBER: 1802-21-4



Section 3, Item a.

REVISIONS

#265 STEAMBOAT LANE
PARKING LOT ADDITION
EQUUS CAPITAL PARTNERS, LTD
CITY OF BALLWIN, MISSOURI 63011



W Weis Design Group
16286 Westwoods Business Park Drive
Ellisville, MO 63021
www.weisdesigngroup.com

PROFESSIONAL ENGINEERING CORP.
LICENSE NO. 525

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DESIGNED BY: BTW
DRAWN BY: BTW
CHECKED BY: MJS
BASE MAP(S)

ISSUE DATE: 04/24/25
MSD P-
SHEET NO.
1 11
WDG # 1802-21-4

LEGEND

EXISTING

- SANITARY MANHOLE
- STORM MANHOLE
- STORM INLET
- △ WM OR ○ WM WATER METER
- △ WV OR ○ WV WATER VALVE
- △ GV OR ○ GV GAS VALVE
- ⊗ OR ⊗ MB MAILBOX
- GUY WIRE
- X 450.05 SPOT ELEVATION
- OR — FH STREET SIGN
- FH FIRE HYDRANT
- LIGHT STANDARD
- UTILITY POLE
- YARD LIGHT
- EVERGREEN TREE
- OR ○ DECIDUOUS TREE
- (A) SANITARY SEWER IDENTIFICATION NUMBER
- (5) STORM SEWER IDENTIFICATION NUMBER
- PARCEL IDENTIFICATION NUMBER
- ADDRESS NUMBER (16290)
- GRADING LIMITS
- 450 — TREE LINE
- (450) — CONTOUR LINE
- X — FENCE
- OE — ELECTRIC LINE
- FO — FIBER OPTIC CABLE
- 2"G — GAS LINE
- OT — TELEPHONE LINE
- 8"W — SANITARY SEWER MAIN
- 8"W — STORM SEWER MAIN
- 8"W — WATER LINE

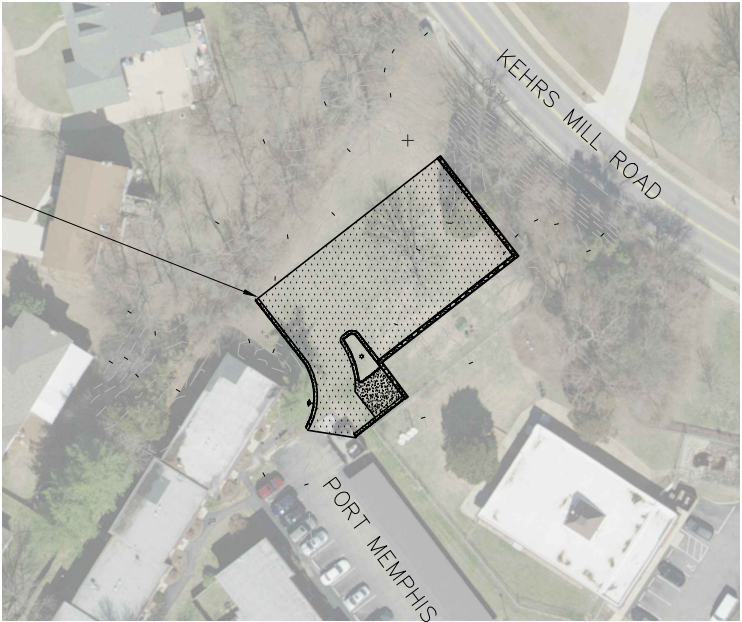
NEW

- SANITARY MANHOLE
- STORM MANHOLE
- STORM INLET
- △ WM WATER METER
- △ WV WATER VALVE
- △ GV GAS VALVE
- ⊗ MB MAILBOX
- GUY WIRE
- X 450.05 SPOT ELEVATION
- OR — FH STREET SIGN
- FH FIRE HYDRANT
- LIGHT STANDARD
- UTILITY POLE
- YARD LIGHT
- EVERGREEN TREE
- OR ○ DECIDUOUS TREE
- (A) SANITARY SEWER IDENTIFICATION NUMBER
- (5) STORM SEWER IDENTIFICATION NUMBER
- PARCEL IDENTIFICATION NUMBER
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- OT — TELEPHONE LINE
- 8"W — SANITARY SEWER MAIN
- 8"W — STORM SEWER MAIN
- 8"W — WATER LINE

ABBREVIATIONS

AI	AREA INLET	HGL	HYDRAULIC GRADE LINE
ASPH	ASPHALT	INV	INVERT
ATG	ADJUST TO GRADE	LS	LIGHT STANDARD
BC	BACK OF CURB	MH	MANHOLE
BM	BENCHMARK	N/F	NOW OR FORMERLY
BO	BY OTHERS	NIC	NOT IN CONTRACT
BW	BOTTOM OF WALL	OE	OVERDID ELECTRIC
CA	CABLE TELEVISION	OT	OVERHEAD TELEPHONE
CFS	CUBIC FEET PER SECOND	PT	PEDESTRIAN TRAFFIC
CI	CURB INLET	PL	PROPERTY LINE
CL	CENTERLINE	PR	PROPOSED
CO	CLEANOUT	PVC	POLYVINYL CHLORIDE PIPE
CONC	CONCRETE	PVMT	PAVEMENT
CMP	CORRUGATED METAL PIPE	RCP	REINFORCED CONCRETE PIPE
CPP	CORRUGATED PLASTIC PIPE	R/W, ROW	RIGHT OF WAY
DAI	DOUBLE AREA INLET	STA	STATION
DCI	DOUBLE CURB INLET	T	TOP
DND	DO NOT DISTURB	TBA	TO BE ABANDONED
DS	DOWNSPOUT	TBR	TO BE REMOVED
DT	DRAINTILE	TBRR	TO BE REMOVED & REPLACED
ELEV	ELEVATION	TC	TOP OF CURB
EOP	EDGE OF PAVEMENT	TCE	TEMPORARY CONSTRUCTION EASEMENT
ESMT	EASEMENT	TSCL	TEMPORARY SLOPE & CONSTRUCTION LICENSE
EX	EXISTING	TW	TOP OF WALL
FE	FLARED END	TYP	TYPICAL
FF	FINISHED FLOOR	UE	UNDERGROUND ELECTRIC
FH	FIRE HYDRANT	UIP	USE IN PLACE
FL	FLOWLINE	UP	UTILITY POLE
FO	FIBER OPTIC	UT	UNDERGROUND TELEPHONE
GI	GRATE INLET	WM	WATER METER
		WV	WATER VALVE

PROPOSED PARKING LOT



LOCATION MAP
N.T.S.

SHEET INDEX

1	COVER SHEET
2	SWPPP PLAN
3	REMOVAL PLAN
4	GRADING PLAN
5	SITE PLAN
6	CURB SITE PLAN
7	PAVEMENT MARKING PLAN
8	DETAILS
9	DETAILS
10	AMENDED DEVELOPMENT PLAN PLAT 1
11	AMENDED DEVELOPMENT PLAN PLAT 2

UTILITIES

AMEREN UE 1901 CHOUTEAU AVENUE P.O. BOX 66149 ST. LOUIS, MO 63166 314-554-2129	AT&T 164 CRESTWOOD PLAZA ST. LOUIS, MO 63166-6149 314-963-3810
SPIRE GAS COMPANY 700 MARKET STREET ST. LOUIS, MO 63101 800-887-4173	METROPOLITAN ST. LOUIS SEWER DISTRICT 2350 MARKET STREET ST. LOUIS, MO 63103-2555 314-768-6200
MISSOURI AMERICAN WATER COMPANY 727 CRAIG ROAD CREVE COEUR, MO 63141 314-996-2302	CHARTER COMMUNICATIONS 815 CHARTER COMMONS TOWN & COUNTRY, MO 63017 314-220-2174

GENERAL NOTES

1. ALL UTILITIES, EITHER SHOWN OR NOT SHOWN, IN DIRECT CONFLICT WITH THIS CONSTRUCTION SHALL BE RELOCATED BY OTHERS (RESPECTIVE UTILITY COMPANY). CONTRACTOR SHALL COORDINATE THE WORK WITH EACH UTILITY COMPANY AFFECTED.

2. THE CONTRACTOR SHALL KEEP ALL ADJACENT PAVEMENTS CLEAN AND FREE OF MUD, ROCK, AND DEBRIS AT ALL TIMES DURING CONSTRUCTION.

3. ALL DRIVEWAYS/PAVEMENT DAMAGED BY THIS CONSTRUCTION IN EXCESS OF THAT INDICATED ON THE PLANS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AS FOLLOWS:

CONCRETE DRIVEWAYS/PAVEMENT:
1. FULL SLAB AND JOINT REMOVAL AND REPLACEMENT.
2. 4" OF 3" MINUS AGGREGATE BASE
3. 2" OF 1" MINUS AGGREGATE BASE
4. 6" NON-REINFORCED CONCRETE

ASPHALT DRIVEWAYS/PAVEMENT:
1. SAWCUT MINIMUM 3" DEEP.
2. 4" OF 3" MINUS AGGREGATE BASE
3. 2" OF 1" MINUS AGGREGATE BASE
4. 6" TYPE "BP-1" ASPHALT CONCRETE SURFACE COURSE

4. REMOVE WASTE MATERIALS, INCLUDING EXCAVATED MATERIALS, TRASH, AND DEBRIS AND DISPOSE OF IT OFF OWNER'S PROPERTY.

5. CONTRACTOR SHALL REPLACE ALL MAILBOXES, BUSHES, FENCES, ETC. DAMAGED BY THIS CONSTRUCTION, IN KIND, AT THE CONTRACTOR'S EXPENSE. PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING CONDITIONS, TREES, ETC.

6. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN THE FORM OF FLAGMEN, BARRICADES, ETC. AS REQUIRED BY THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

7. UNLESS OTHERWISE NOTED ON THE PLANS, CONTRACTOR TO SOD ALL GRASS AREAS DISTURBED BY THIS CONSTRUCTION. CONTRACTOR SHALL MAINTAIN SOD FOR A 30 DAY PERIOD FROM LAY DOWN. BACKFILL WITH CLEAN MATERIAL, FINISH GRADE AND SOD BEHIND NEW CURBS WITHIN 7 DAYS. PROVIDE SMOOTH TRANSITION WITH EXISTING GRADE. AREAS DISTURBED OUTSIDE OF DESIGNATED GRADING/SOD LIMITS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE, UNLESS APPROVED BY THE ENGINEER.

8. CONTRACTOR SHALL NOTIFY EACH AFFECTED PROPERTY OWNER A MINIMUM OF 48 HOURS PRIOR TO ANY WORK.

9. CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC, WHEN APPLICABLE.

10. ALL ROAD AND SEWER CONSTRUCTION TO BE IN ACCORDANCE WITH ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC STANDARDS, MSD AND MoDOT STANDARDS.

11. INTERIM STORMWATER DRAINAGE CONTROL (SILTATION CONTROL, SILTATION BASINS, ETC.) MAY BE REQUIRED BY THE ENGINEER. SILTATION CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR DURING GRADING OPERATIONS AND UNTIL SUFFICIENT VEGETATION IS ESTABLISHED TO PREVENT EROSION. TEMPORARY SILTATION DEVICES SHALL BE REMOVED UPON COMPLETION OF RE-VEGETATION.

12. CONTRACTOR SHALL REMOVE AND STOCKPILE ALL EXISTING SIGNS IN CONFLICT WITH THE NEW CONSTRUCTION. UPON COMPLETION OF THE PROJECT THEY SHALL BE REINSTALLED AS DIRECTED BY THE ENGINEER.

13. IF NECESSARY, PROVIDE ADEQUATE OFF-STREET PARKING FOR CONSTRUCTION EMPLOYEES. PARKING ON NON-SURFACED AREAS SHALL BE PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEE VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVEWAY CONDITIONS.

14. SAWCUTTING SHALL BE INCIDENTAL TO THE UNIT COST FOR THE REMOVED AND REPLACED PAVEMENT OR CURB AND GUTTER.

15. FOR SLAB & CURB REPLACEMENTS, CONTRACTOR SHALL MATCH EXISTING GRADE ELEVATION OF ABUTTING PAVEMENTS & CURBS WITH NEW CONCRETE PRIOR TO MILLING & OVERLAY, & SHALL INCLUDE THIS COST IN THE UNIT PRICE OF SLAB OR CURB REPLACEMENTS.

16. CONTRACTOR IS RESPONSIBLE FOR MATERIAL TESTING & PROVIDING MATERIAL TICKETS, MIX DESIGNS, & CERTIFICATIONS FROM BATCH PLANTS.

17. IF CONTRACTOR WILL NOT POUR NEW CURBING AT DRIVEWAYS ON THE SAME DAY AS "TEAROUT", HE SHALL PROVIDE & PLACE AGGREGATE BACKFILL FOR TEMPORARY USE OF DRIVEWAY AT NO ADDITIONAL COST TO OWNER. CONTRACTOR IS ALSO RESPONSIBLE FOR REMOVING ANY AND ALL "TEMPORARY" AGGREGATE.

18. CONTRACTOR SHALL APPLY HOT RUBBERIZED EDGE SEALANT AT ALL NEW GUTTER LINE EDGES OF ASPHALT (INCIDENTAL TO COST OF ASPHALT).

ADJUSTMENT OF MSD MANHOLE TO GRADE

IF THE MANHOLE IS TO BE RAISED:
MANHOLES MAY BE RAISED USING COURSES OF BRICK OR APPROVED GRADE RING(S), PROVIDED THE TOTAL ADJUSTMENT OF THE MANHOLE DOES NOT EXCEED 12-INCHES (INCLUDING EXISTING RINGS OR COURSES OF BRICK). FOR MANHOLES WHICH WILL EXCEED THE MAXIMUM OF 12-INCHES, THE TRANSITION SECTION OF THE STRUCTURE SHALL BE REMOVED AND THE BOTTOM SECTION RAISED USING THE SAME MATERIAL AS THE EXISTING STRUCTURE.

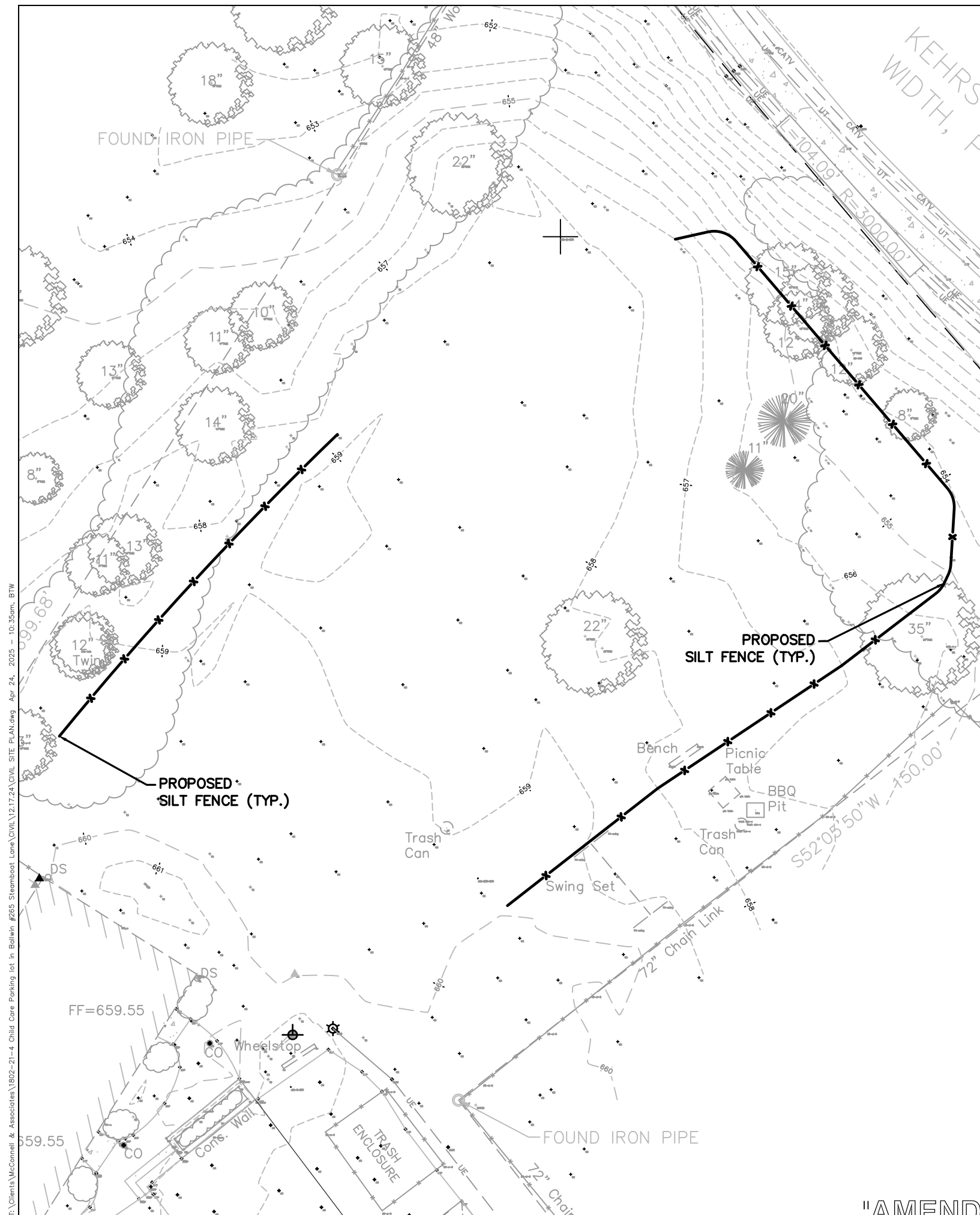
IF THE MANHOLE IS TO BE LOWERED:
MANHOLES MAY BE LOWERED BY REMOVING THE TRANSITION SECTION, AND LOWERING THE EXISTING BOTTOM SECTION BY SAWCUTTING THE EXISTING CAST-IN-PLACE CONCRETE, REMOVING THE REQUIRED COURSES OF BRICK, OR REMOVING THE PRECAST RISER SECTION AS APPROPRIATE.



CALL BEFORE
YOU DIG!
1-800-DIG-RITE

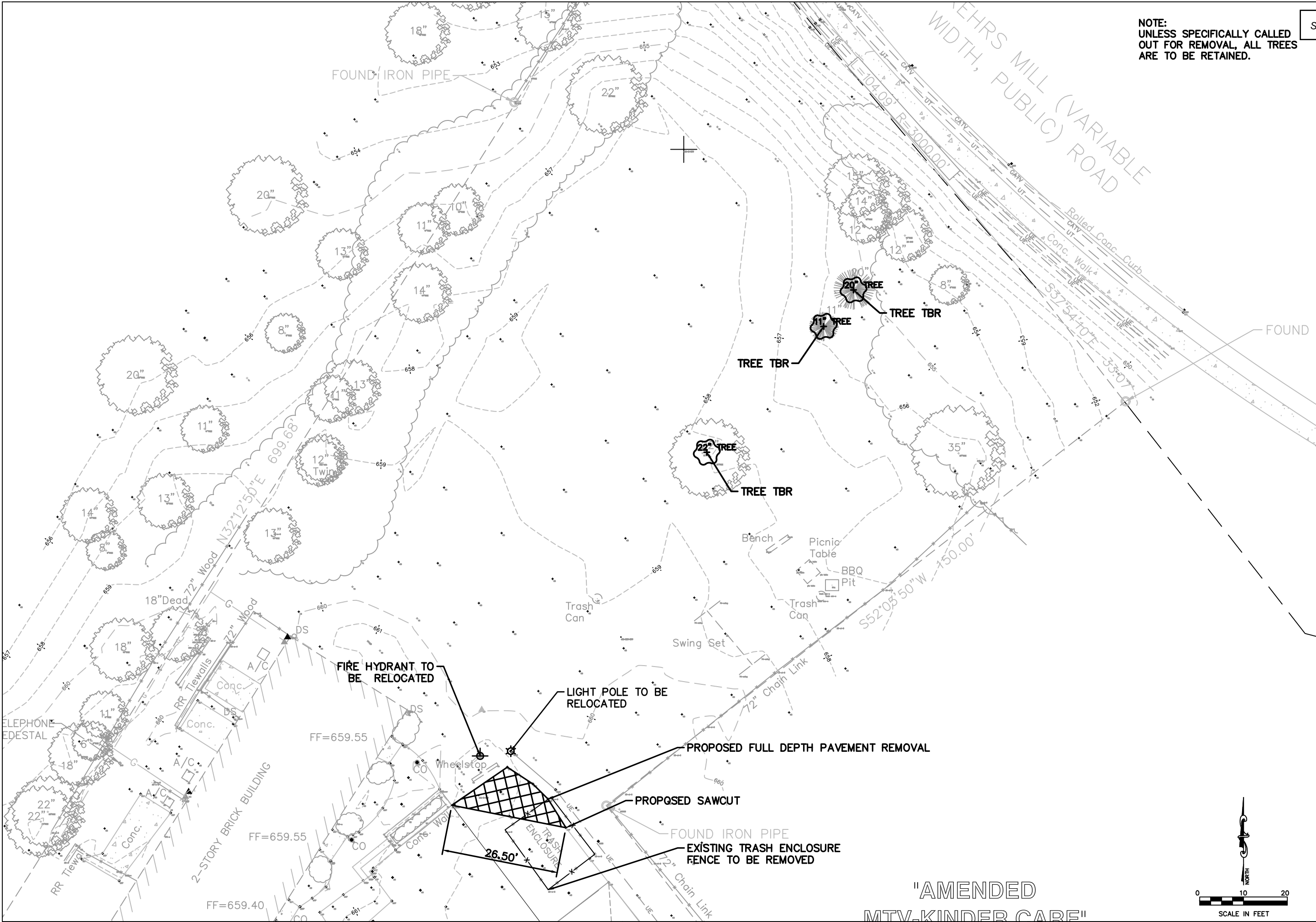
CALL "MISSOURI ONE CALL" TO HAVE LOCATIONS MARKED IN THE FIELD FOR UNDERGROUND LOCATES WITHIN THE RIGHT-OF-WAY. SUBSCRIBING UTILITIES REQUIRE 48 HOURS NOTICE PRIOR TO CONSTRUCTION

BEFORE YOU DIG



OG # 1802-21-4

T:\Clients\McCormick & Associates\1802-21-4 Child Care Parking lot in Ballwin #265 Steamboat Lane\CIVIL\121724 CIVIL SITE PLAN.dwg Apr 24, 2025 - 11:27am, BTW

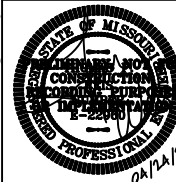


NOTE:
UNLESS SPECIFICALLY CALLED
OUT FOR REMOVAL, ALL TREES
ARE TO BE RETAINED.

Section 3, Item a.

REVISIONS

#265 STEAMBOAT LANE
PARKING LOT ADDITION
EQUUS CAPITAL PARTNERS, LTD
CITY OF BALLWIN, MISSOURI 63011



W Weis Design Group
16286 Westwoods Business Park Drive
Ellisville, MO 63021
www.weisdesigngroup.com

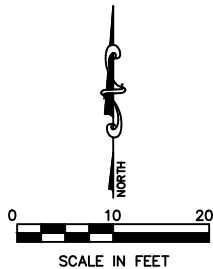
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DESIGNED BY: BTW
DRAWN BY: BTW
CHECKED BY: TPW
BASE MAP(S):

ISSUE DATE: 04/24/25
MSD P--

SHEET NO.
3 13
WDG #1802-21-4

"AMENDED
MTV KINDER CARE"



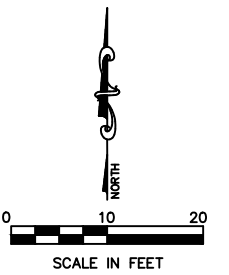
DESIGNED BY:	BTW
DRAWN BY:	BTW
CHECKED BY:	TPW
BASE MAP(S)	

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ISSUE DATE: 04/24/25

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NDG # 1802-21-4



F:\Clients\McConnell & Associates\1802-21-4 Child Care Parking lot in Ballwin #265 Steamboat Lane\CIVIL\12.17.24\CIVIL SITE PLAN.dwg Apr 24, 2025 - 10:37am, BTW

T:\Clients\McCormell & Associates\1802-21-4 Child Care Parking lot in Ballwin #265 Steamboat Lane\CIVIL\121724 CIVIL SITE PLAN.dwg Apr 24, 2025 - 11:26am, BTW

LEGEND

EXISTING

PROPOSED

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE PAD

PROPOSED BUFFALO GRASS

PROPOSED RIP-RAP

TOTAL EXISTING ACREAGE = 7.61 ACRES

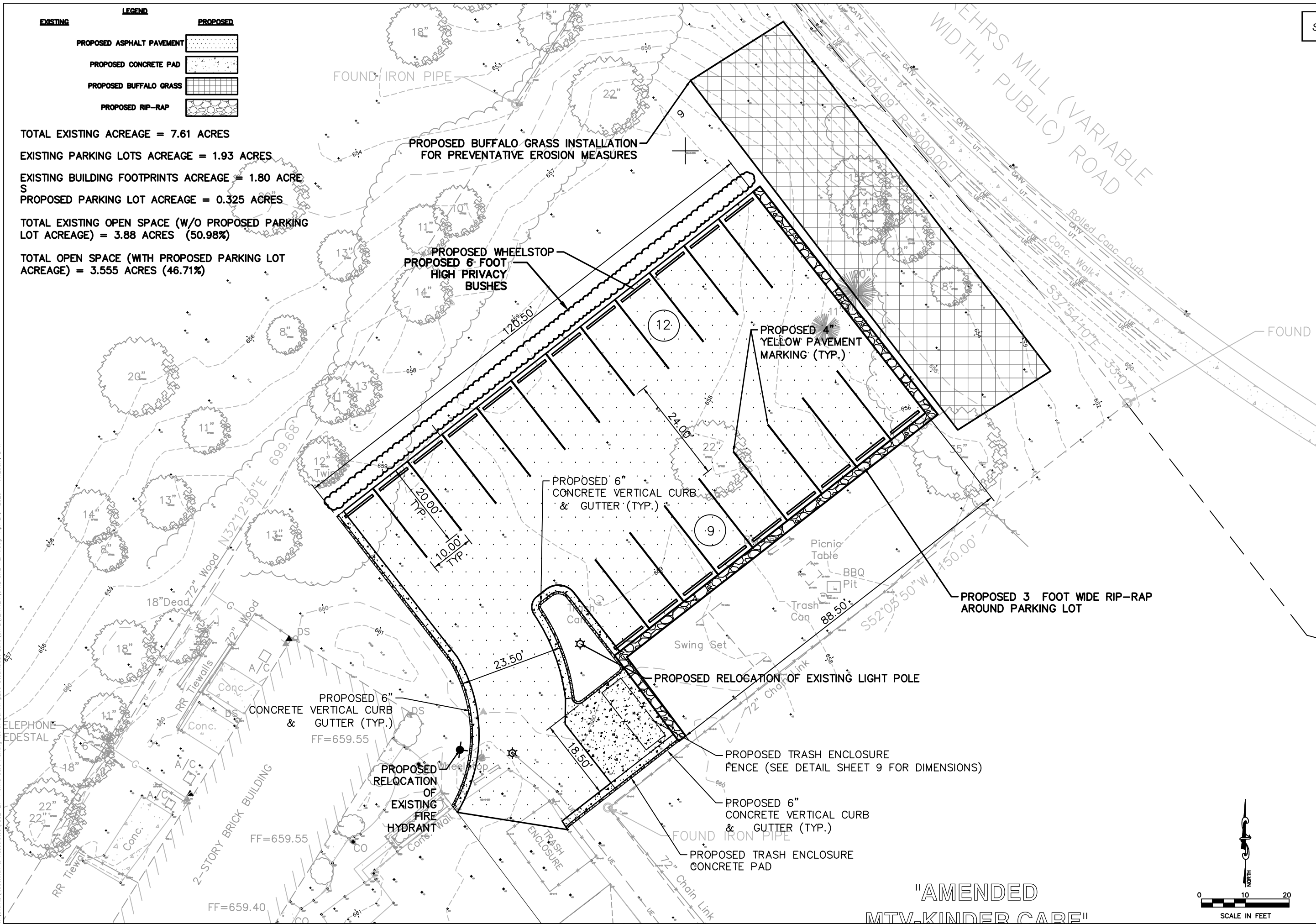
EXISTING PARKING LOTS ACREAGE = 1.93 ACRES

EXISTING BUILDING FOOTPRINTS ACREAGE = 1.80 ACRES

PROPOSED PARKING LOT ACREAGE = 0.325 ACRES

TOTAL EXISTING OPEN SPACE (W/O PROPOSED PARKING LOT ACREAGE) = 3.88 ACRES (50.98%)

TOTAL OPEN SPACE (WITH PROPOSED PARKING LOT ACREAGE) = 3.555 ACRES (46.71%)



Section 3, Item a.

REVISIONS

#265 STEAMBOAT LANE
PARKING LOT ADDITION
EQUUS CAPITAL PARTNERS, LTD
CITY OF BALLWIN, MISSOURI 63011



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BASE MAP(S)

SITE PLAN

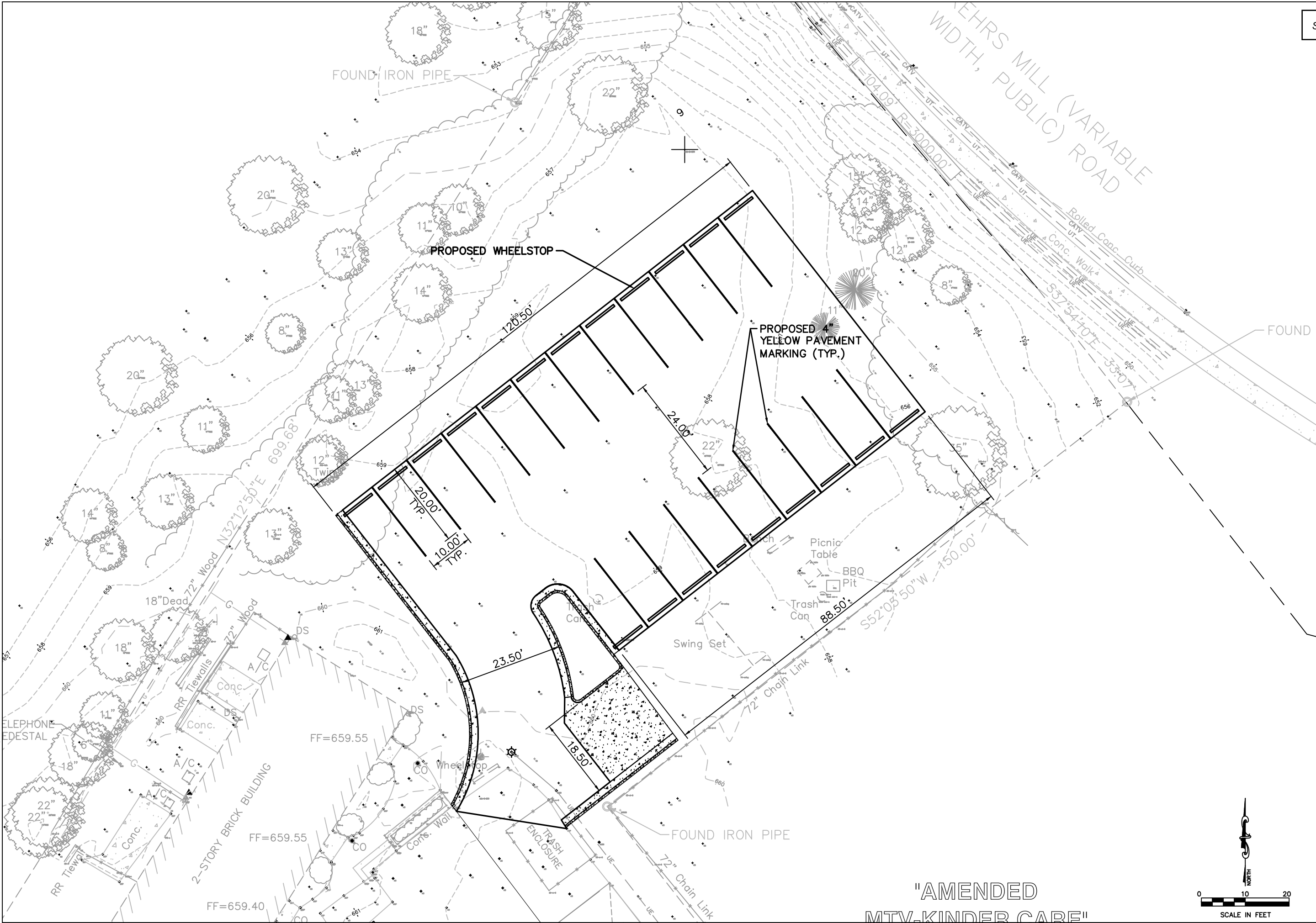
ISSUE DATE: 04/24/25

MSD P-

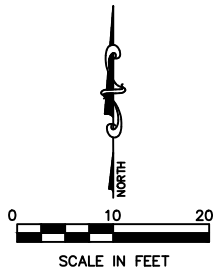
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WDG # 1802-21-4

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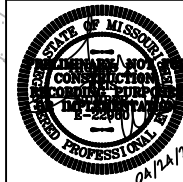
"AMENDED
MTV KINDER CARE"



Section 3, Item a.

REVISIONS

#265 STEAMBOAT LANE
PARKING LOT ADDITION
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BASE MAP(S):

**PAVEMENT MARKING
PLAN**

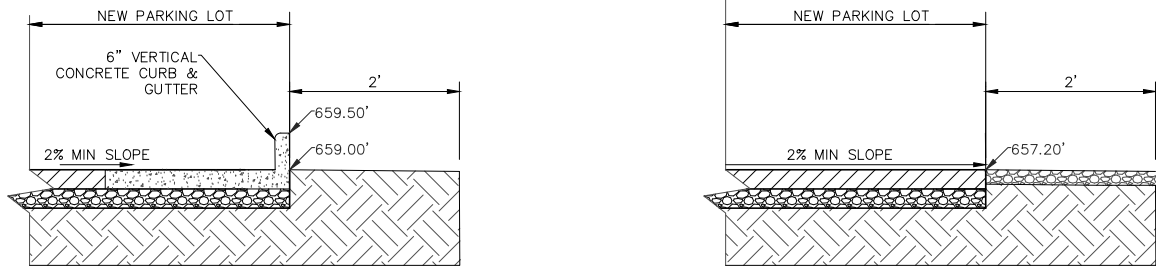
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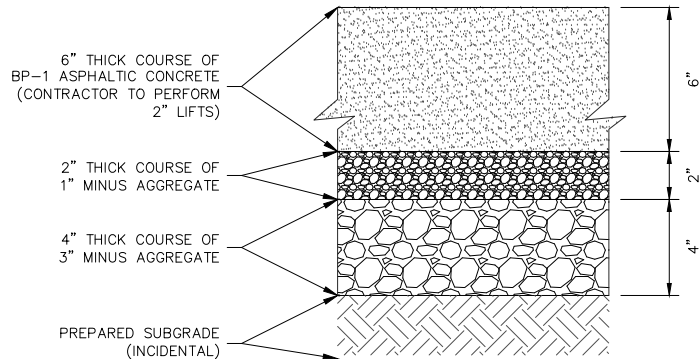
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WDG #1802-21-4

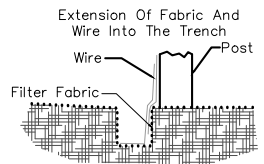
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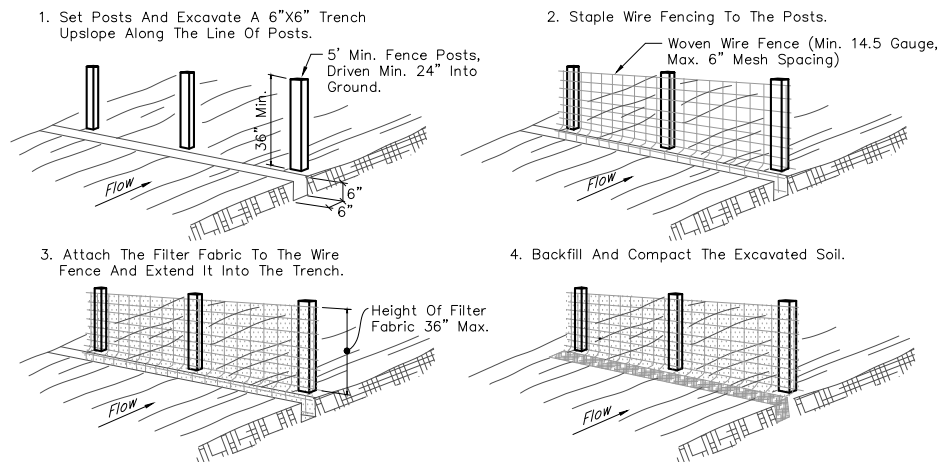
SECTION THRU VARIOUS PAVEMENT SECTIONS
NOT TO SCALE



PROPOSED
ASPHALTIC CONCRETE PAVEMENT
PARKING LOT (TYPICAL)
NOT TO SCALE



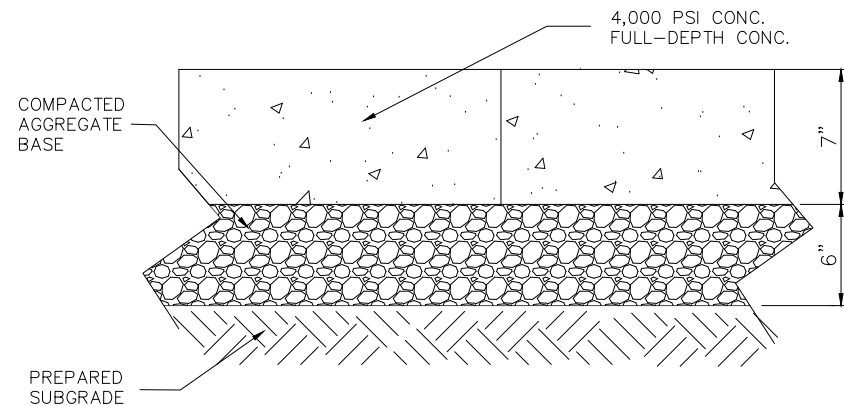
SECTION VIEW AT POST
NOT TO SCALE



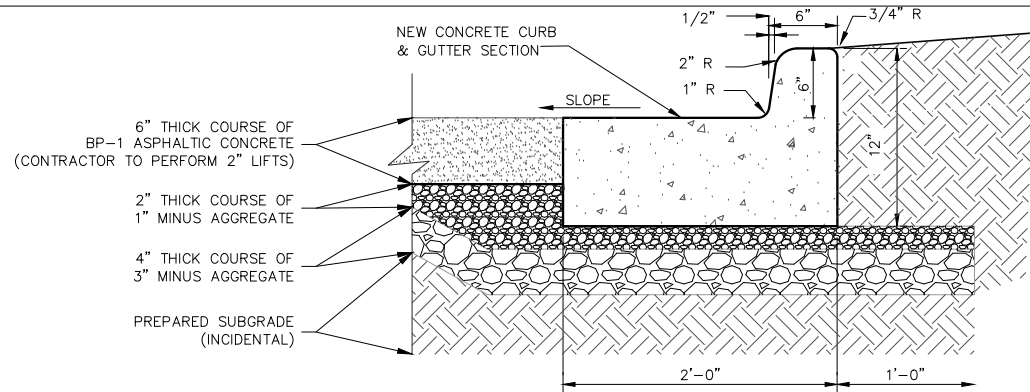
CONSTRUCTION NOTES FOR FABRICATED FENCES
NOT TO SCALE

- Woven Wire Fence To Be Fastened Securely To Fence Posts With Wire Ties Or Staples.
 - Filter Cloth To Be Fastened Securely To Woven Wire Fence With Ties Spaced Every 24" At Top And Mid Section.
 - When Two Sections Of Filter Cloth Adjoin Each Other They Shall Be Overlapped By 6" And Folded.
 - Maintenance Shall Be Performed As Needed And Material Removed When "Bulges" Develop In The Silt Fence.
 - Fences Shall Be Removed When They Have Served Their Usefulness So As Not To Block Or Impede Storm Flow Or Drainage.
- Posts: 1.33 Pounds Per Linear Foot Steel—Either T Or U Type Or 4" Hardwood—Min. Length 5'.
- Fence: Woven Wire, 14 Ga. 6" Max. Mesh Opening.
- Filter Cloth: Filter X, Mirafi 100X, Stabilinka T140N Or Approved Equal.
- Prefabricated Unit: Geofab, Envirofence, Or Approved Equal.

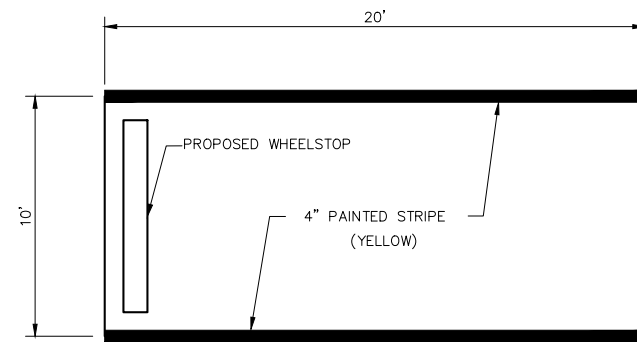
SILT FENCE DETAIL
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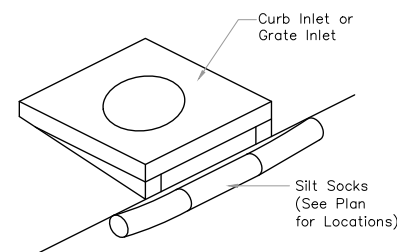
TYPICAL CONCRETE PAD SECTION
NOT TO SCALE



PROPOSED
6" CONCRETE VERTICAL CURB & GUTTER
@ PARKING LOT (TYPICAL)
NOT TO SCALE



TYPICAL PARKING STALL
NOT TO SCALE



NOTE: Contractor to Submit Erosion Control Plan to Engineer With Types for Approval Prior to Installation

@ CURB STRUCTURES
NOT TO SCALE

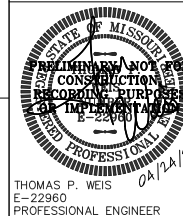
INLET PROTECTION DETAILS

NOTE: Contractor to Submit Erosion Control Plan to Engineer, With Types of Proposed Devices for Approval Prior to Installation.

Section 3, Item a.

REVISIONS

#265 STEAMBOAT LANE
PARKING LOT ADDITION
EQUUS CAPITAL PARTNERS, LTD
CITY OF BALLWIN, MISSOURI 63011



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BASE MAP(S):

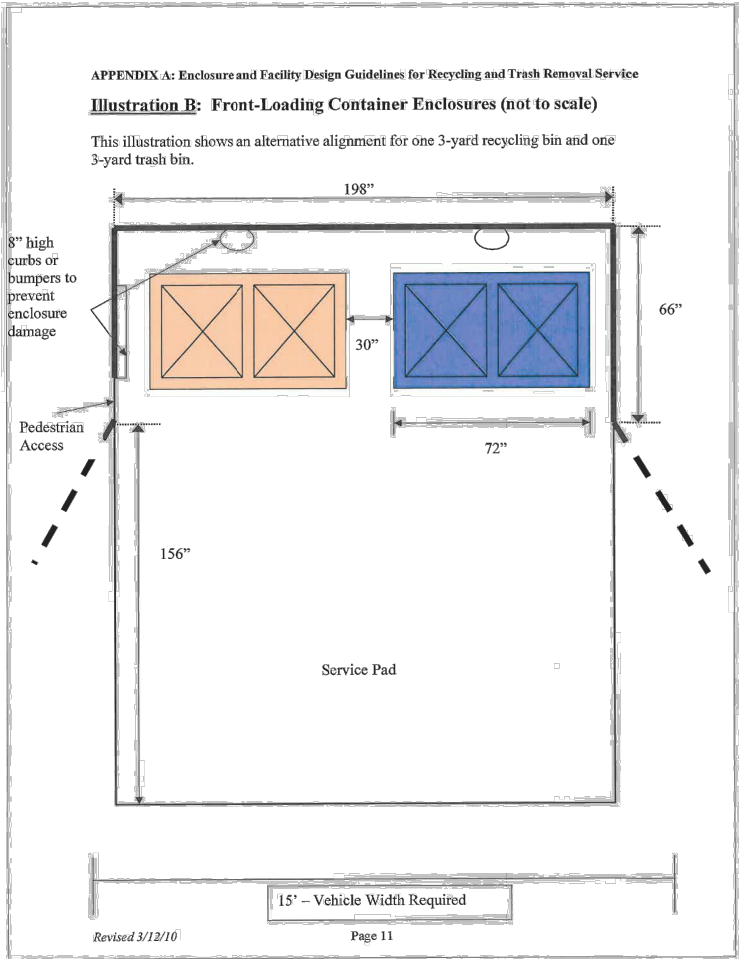
ISSUE DATE: 04/24/25
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SHEET NO.

18

WDG #1802-21-4

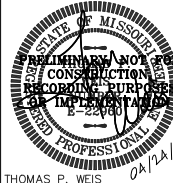
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Section 3, Item a.

REVISIONS

#265 STEAMBOAT LANE
PARKING LOT ADDITION
EQUUS CAPITAL PARTNERS, LTD
CITY OF BALLWIN, MISSOURI 63011



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DRAWN BY:
BTW

CHECKED BY:
MJS

BASE MAP(S)

**DETAIL
SHEET**

ISSUE DATE: 04/24/25

MSD P-

SHEET NO.

19

WDG #1802-21-4

NOTES:
DRAWING IS FOR SITE LOCATION REFERENCE ONLY.

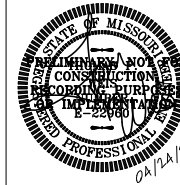
LEGEND

PROPOSED PARKING LOT

Section 3, Item a.

REVISIONS

#265 STEAMBOAT LANE
PARKING LOT ADDITION
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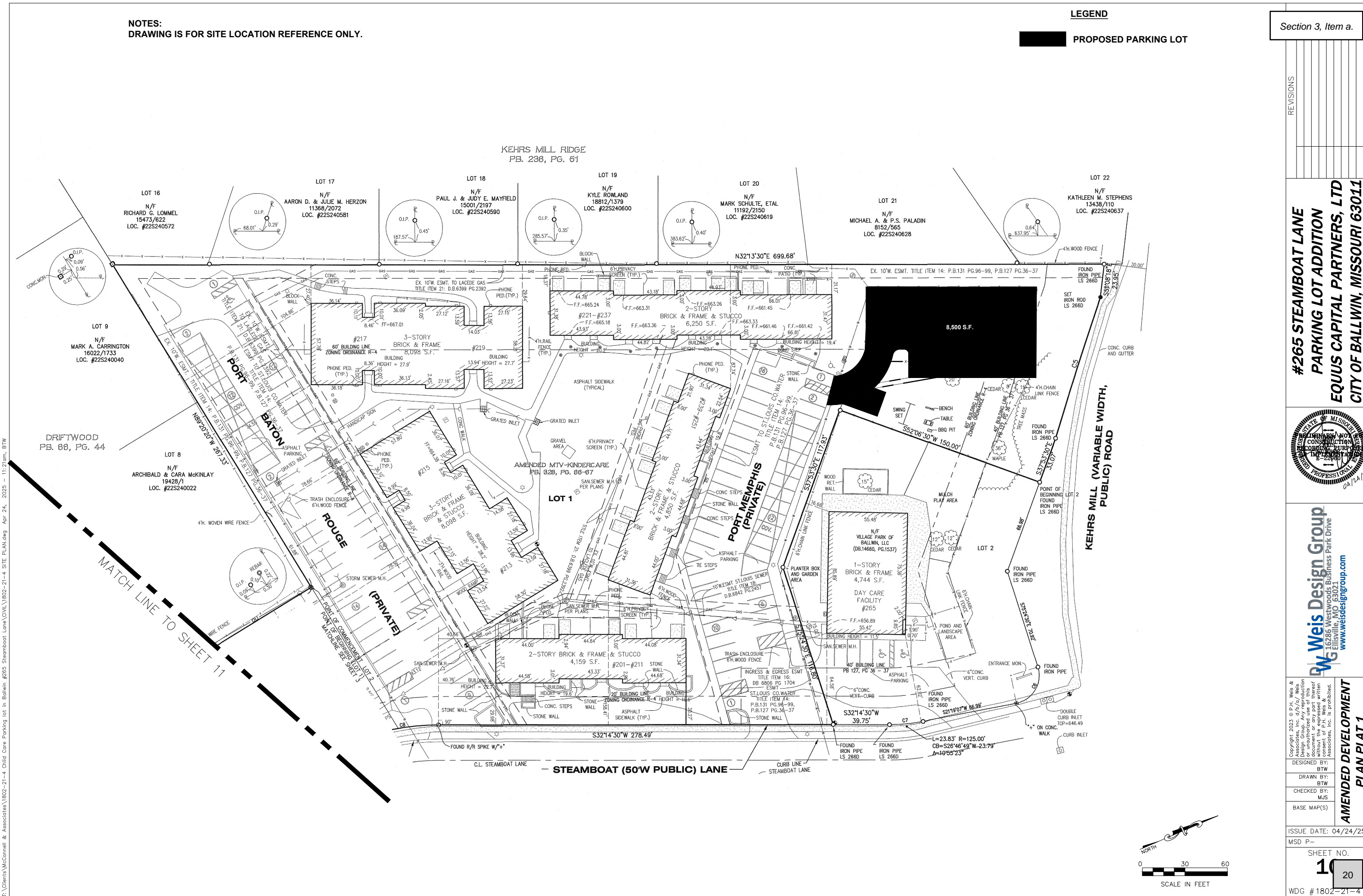
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BASE MAP(S)

ISSUE DATE: 04/24/25
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10 20

WDG #1802-21-4



T:\Clients\McCormick & Associates\1802-21-4 Child Care Parking lot in Ballwin #265 Steamboat Lane\CIVIL\1802-21-4 SITE PLAN.dwg Apr 24, 2025 - 11:21am, BTW

LAYOUT Sheet 1
DATE: Aug 19, 2013 -- 2:33pm
DRAWING: C:\Users\johndoe\Documents\05-0323\05-0323-000-000A.dwg

LAND DESCRIPTION PER TITLE

PARCEL 1:
LOTS 1, 2 AND 3 OF AMENDED M T V-KINDER CARE, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 328 PAGES 66 AND 67 OF THE ST. LOUIS COUNTY RECORDS.

PARCEL 2:
NON-EXCLUSIVE EASEMENT FOR THE PLACEMENT OF A SIGN EXECUTED BY TUCKER CHILDRENS LIMITED LIABILITY CO., FOR THE BENEFIT OF MARK TWAIN 2000, LLC, A MISSOURI LIMITED LIABILITY COMPANY AS ESTABLISHED BY EASEMENT AGREEMENT DATED AND RECORDED JUNE 22, 2000 IN BOOK 12591 PAGE 487, AND AMENDED BY INSTRUMENT RECORDED MARCH 12, 2003 IN BOOK 14660 PAGE 1529, BEING LOCATED AND DESCRIBED ON PROPERTY AS MORE FULLY SET FORTH THEREIN.

LAND DESCRIPTION - METES AND BOUNDS

THE FOLLOWING METES AND BOUND DESCRIPTIONS DESCRIBE THE SAME LOTS 1, 2 AND 3 AS REFERENCED IN SCHEDULE A OF THE TITLE COMMITMENT.

LOT 1:
A TRACT OF LAND BEING LOT 1 OF AMENDED M T V – KINDERCARE, A SUBDIVISION IN TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 328, PAGES 66 AND 67 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 OF DRIFTWOOD, A SUBDIVISION AS RECORDED IN PLAT BOOK 66, PAGE 44 OF SAID RECORDER'S OFFICE;

THENCE ALONG THE NORTH LINE OF SAID DRIFTWOOD, NORTH 89 DEGREES 20 MINUTES 20 SECONDS WEST, A DISTANCE OF 267.33 FEET TO THE SOUTHEAST CORNER OF KEHRS MILL RIDGE, AS RECORDED IN PLAT BOOK 236 PAGE 51 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE ALONG THE SOUTHEAST LINE OF SAID KEHRS MILL RIDGE, NORTH 32 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 699.68 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF KEHRS MILL (VARIABLE WIDTH) ROAD;

THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 51 DEGREES 08 MINUTES 18 SECONDS EAST, A DISTANCE OF 23.95 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 104.09 FEET AND A CHORD BEARING SOUTH 40 DEGREES 04 MINUTES 07 SECONDS EAST; AND SOUTH 37 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 33.07 FEET TO THE NORTHERNMOST CORNER OF LOT 2 OF AFOREMENTIONED AMENDED M T V – KINDERCARE;

THENCE ALONG THE NORTHWEST AND SOUTHWEST LINES OF SAID LOT 2 THE FOLLOWING COURSES AND DISTANCES: SOUTH 52 DEGREES 06 MINUTES 30 SECONDS WEST, A DISTANCE OF 150.00; SOUTH 37 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 117.93 FEET; AND SOUTH 75 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 116.80 FEET TO THE WEST RIGHT OF WAY LINE OF STEAMBOAT (50 FEET WIDE) LANE;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 32 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 278.49 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 165.00 FEET, AN ARC LENGTH OF 196.06 FEET AND A CHORD BEARING SOUTH 01 DEGREES 47 MINUTES 58 SECONDS EAST; SOUTH 35 DEGREES 50 MINUTES 20 SECONDS EAST, A DISTANCE OF 94.75 FEET; ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 206.42 FEET AND A CHORD BEARING SOUTH 17 DEGREES 38 MINUTES 36 SECONDS EAST; SOUTH 00 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 45.58 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 85.09 FEET AND A CHORD BEARING SOUTH 02 DEGREES 14 MINUTES 00 SECONDS EAST; SOUTH 05 DEGREES 01 MINUTES 10 SECONDS EAST, A DISTANCE OF 174.73 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 825.00 FEET, AN ARC LENGTH OF 78.88 FEET AND A CHORD BEARING SOUTH 02 DEGREES 16 MINUTES 50 SECONDS EAST TO THE NORTHEAST CORNER OF N/F ALICE M. TUCKER, AS RECORDED IN DEED BOOK 6279, PAGE 2064 OF SAID RECORDER'S OFFICE;

THENCE ALONG THE NORTH LINE OF SAID TUCKER TRACT, SOUTH 89 DEGREES 36 MINUTES 40 SECONDS WEST, A DISTANCE OF 282.23 FEET TO THE EAST LINE OF AFOREMENTIONED DRIFTWOOD;

THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 33 MINUTES 10 SECONDS EAST, A DISTANCE OF 816.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 7.607 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

LOT 2

A TRACT OF LAND BEING LOT 2 OF AMENDED M T V – KINDERCARE, A SUBDIVISION IN TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 328, PAGES 66 AND 67 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 8 OF DRIFTWOOD, A SUBDIVISION AS RECORDED IN PLAT BOOK 66, PAGE 44 OF SAID RECORDER'S OFFICE;

THENCE ALONG THE NORTH LINE OF SAID DRIFTWOOD, NORTH 89 DEGREES 20 MINUTES 20 SECONDS WEST, A DISTANCE OF 267.33 FEET TO THE SOUTHEAST CORNER OF KEHRS MILL RIDGE, AS RECORDED IN PLAT BOOK 236 PAGE 51 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS;

THENCE ALONG THE SOUTHEAST LINE OF SAID KEHRS MILL RIDGE, NORTH 32 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 699.68 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF KEHRS MILL (VARIABLE WIDTH) ROAD;

THENCE ALONG SAID SOUTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 51 DEGREES 08 MINUTES 18 SECONDS EAST, A DISTANCE OF 23.95 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 3000.00 FEET, AN ARC LENGTH OF 104.09 FEET AND A CHORD BEARING SOUTH 40 DEGREES 04 MINUTES 07 SECONDS EAST; AND SOUTH 37 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 33.07 FEET TO THE NORTHERNMOST CORNER OF AFOREMENTIONED LOT 2 OF AMENDED M T V – KINDERCARE AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT OF LAND;

THENCE CONTINUING ALONG SAID SOUTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 37 DEGREES 53 MINUTES 30 SECONDS EAST, A DISTANCE OF 66.98 FEET; SOUTH 75 DEGREES 24 MINUTES 30 SECONDS EAST, A DISTANCE OF 70.92 FEET; ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 33.76 FEET AND A CHORD BEARING SOUTH 27 DEGREES 03 MINUTES 03 SECONDS EAST TO THE WEST RIGHT OF WAY LINE OF STEAMBOAT (50 FEET WIDE) LANE;

THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 66.99 FEET; ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 23.83 FEET AND A CHORD BEARING SOUTH 26 DEGREES 46 MINUTES 49 SECONDS WEST; AND SOUTH 32 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 39.75 FEET TO THE SOUTHERNMOST CORNER OF AFOREMENTIONED LOT 2;

THENCE ALONG THE SOUTHWEST AND NORTHWEST LINES OF SAID LOT 2 THE FOLLOWING COURSES AND DISTANCES: NORTH 75 DEGREES 24 MINUTES 30 SECONDS WEST, A DISTANCE OF 116.80 FEET; NORTH 37 DEGREES 53 MINUTES 30 SECONDS WEST, A DISTANCE OF 117.93 FEET; AND NORTH 52 DEGREES 06 MINUTES 30 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT CONTAINS 0.689 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

LOT 3:

A TRACT OF LAND BEING LOT 3 OF AMENDED M T V – KINDERCARE, A SUBDIVISION IN TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 328, PAGES 66 AND 67 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 OF AFOREMENTIONED AMENDED M T V – KINDERCARE, SAID POINT ALSO BEING ON THE WEST LINE OF DIXIE LEE HEIGHTS, AS RECORDED IN PLAT BOOK 51 PAGE 98 AND IN PLAT BOOK 152 PAGE 49 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 25 MINUTES 00 SECONDS WEST, 556.42 FEET TO THE NORTH LINE OF N/F MANCHESTER COMMUNITY BANK, AS RECORDED IN DEED BOOK 6397 PAGE 1370 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 36 MINUTES 40 SECONDS WEST, 317.30 FEET TO THE EAST RIGHT OF WAY LINE OF STEAMBOAT (50 FEET WIDE) LANE;

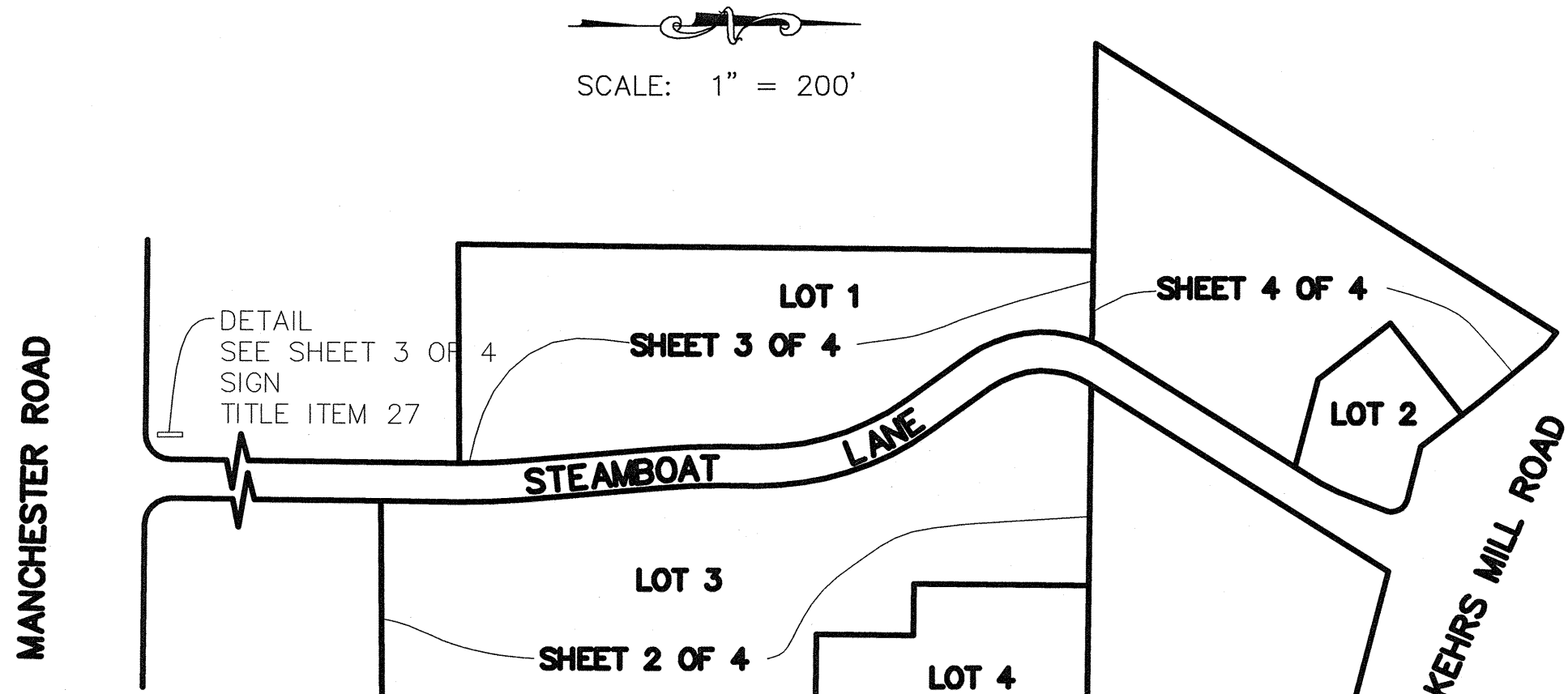
THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 33 MINUTES 10 SECONDS EAST, 98.66 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 85.10 FEET AND A CHORD BEARING NORTH 02 DEGREES 14 MINUTES 00 SECONDS WEST; NORTH 05 DEGREES 01 MINUTES 10 SECONDS WEST, 174.73 FEET; ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 825.00 FEET, AN ARC LENGTH OF 85.09 FEET AND A CHORD BEARING NORTH 02 DEGREES 14 MINUTES 00 SECONDS WEST; NORTH 00 DEGREES 33 MINUTES 10 SECONDS EAST, 45.58 FEET; ALONG A CURVE TO THE LEFT WITH A RADIUS OF 375.00 FEET, AN ARC LENGTH OF 238.18 FEET AND A CHORD BEARING NORTH 17 DEGREES 38 MINUTES 36 SECONDS WEST; NORTH 35 DEGREES 50 MINUTES 20 SECONDS WEST, 94.75 FEET; ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 115.00 FEET, AN ARC LENGTH OF 136.65 FEET AND A CHORD BEARING NORTH 01 DEGREES 47 MINUTES 58 SECONDS WEST; AND NORTH 32 DEGREES 14 MINUTES 30 SECONDS EAST, 0.77 FEET TO THE SOUTH LINE OF LUCERNE CROSSING, AS RECORDED IN PLAT BOOK 306 PAGE 19 OF SAID RECORDER'S OFFICE;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 20 MINUTES 20 SECONDS EAST, 258.28 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED LOT 4 OF THE AMENDED M T V – KINDERCARE;

THENCE ALONG THE WEST LINE OF SAID LOT 4 THE FOLLOWING COURSES AND DISTANCES: SOUTH 00 DEGREES 32 MINUTES 31 SECONDS WEST, 224.52 FEET; SOUTH 89 DEGREES 27 MINUTES 29 SECONDS EAST, 66.00 FEET; SOUTH 00 DEGREES 32 MINUTES 31 SECONDS WEST, 125.00 FEET; AND SOUTH 89 DEGREES 35 MINUTES 00 SECONDS EAST, 150.81 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 6.141 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

A TRACT OF LAND BEING LOT 1 AND LOT 3 OF THE AMENDED MTV-KINDERCARE
U.S. SURVEY 3031 AND SECTION 34
TOWNSHIP 45 NORTH, RANGE 4 EAST
CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI.



TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

FILE NO.: FL20131095
EFFECTIVE DATE: JUNE 18, 2013

SCHEDULE B, SECTION 2

ITEMS 1 – 10 NOT OF A SURVEY NATURE

- EASEMENT GRANTED TO UNION ELECTRIC COMPANY MISSOURI BY THE INSTRUMENT RECORDED IN BOOK 1555 PAGE 293. PARTIAL RELEASE RECORDED IN BOOK 7932 PAGE 2004. AS SHOWN HEREON.
- EASEMENT FOR WATER PIPES, ACCORDING TO INSTRUMENT RECORDED IN BOOK 1748 PAGE 20, (LOT 3) AS SHOWN HEREON, AFFECTS LOTS 1 & 3, HOWEVER EASEMENT DOES NOT APPEAR ON SUBSEQUENT PLATS OF MARK TWAIN VILLAGE , TO BE VACATED BY MISSOURI AMERICAN WATER COMPANY.
- EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY ACCORDING TO INSTRUMENT RECORDED IN BOOK 4171 PAGE 289. (LOT 3) DOES NOT AFFECT SUBJECT TRACT.
- BUILDING LINES AND EASEMENTS ACCORDING TO THE PLAT OF MARK TWAIN VILLAGE RECORDED IN PLAT BOOK 127 PAGES 36 AND 37 AND ACCORDING TO THE AMENDED PLAT OF MARK TWAIN VILLAGE RECORDED IN PLAT BOOK 131 PAGE 96 THROUGH 99; PLAT OF MTV/KINDER CARE RECORDED IN PLAT BOOK 300 PAGES 6 AND 7 AND PLAT OF MTV-KINDER CARE RECORDED IN PLAT BOOK 328 PAGES 66 AND 67. (PARCEL 1) AS SHOWN HEREON.
- TERMS AND PROVISIONS OF AGREEMENT WITH ST. LOUIS COUNTY SEWER CO., AS TO TREATMENT AND DISPOSAL OF SANITARY SEWAGE, TOGETHER WITH PROVISIONS FOR ANNUAL MAINTENANCE ASSESSMENTS THEREUNDER, ACCORDING TO INSTRUMENT RECORDED IN BOOK 6452 PAGE 798. (PARCEL 1) NOT PLOTTABLE, AGREEMENT AFFECTS LOTS 1, 2 & 3.
- DECLARATION OF EASEMENT ACCORDING TO INSTRUMENT RECORDED IN BOOK 6806 PAGE 1704. (LOT 1 & 2) AS SHOWN HEREON.
- EASEMENT GRANTED TO ST. LOUIS COUNTY SEWER COMPANY BY THE INSTRUMENT RECORDED IN BOOK 6842 PAGE 2455. (LOT 3) AS SHOWN HEREON.
- EASEMENT GRANTED TO ST. LOUIS COUNTY SEWER COMPANY BY THE INSTRUMENT RECORDED IN BOOK 6842 PAGE 2457. (LOT 1) AS SHOWN HEREON.
- EASEMENT GRANTED TO SOUTHWEST BELL TELEPHONE COMPANY BY THE INSTRUMENT RECORDED IN BOOK 6410 PAGE 1547. (LOTS 1, 2 & 3) NOT PLOTTABLE, LOCATION CAN NOT BE DETERMINED FROM INSTRUMENT.
- TERMS AND PROVISIONS OF AGREEMENT WITH ST. LOUIS COUNTY SEWER COMPANY AS TO TREATMENT AND DISPOSAL OF SANITARY SEWAGE, TOGETHER WITH PROVISIONS FOR ASSESSMENTS THEREUNDER ACCORDING TO INSTRUMENT RECORDED IN BOOK 6274 PAGE 709. (LOT 3) NOT PLOTTABLE, AGREEMENT AFFECTS LOT 3.
- EASEMENT GRANTED TO LACLEDE GAS COMPANY BY THE INSTRUMENT RECORDED IN BOOK 6399 PAGE 2392. (LOTS 1 & 3) AS SHOWN HEREON.
- EASEMENT GRANTED TO LACLEDE GAS COMPANY BY THE INSTRUMENT RECORDED IN BOOK 6447 PAGE 518. (LOT 3) AS SHOWN HEREON.
- EASEMENT GRANTED TO UNION ELECTRIC COMPANY BY THE INSTRUMENT RECORDED IN BOOK 6403 PAGE 1883. (LOTS 1, 2 & 3) NOT PLOTTABLE. ADDITIONAL INFORMATION REQUIRED TO DETERMINE LOCATION
- TERMS AND PROVISIONS OF EASEMENT AND ACCESS AGREEMENT ACCORDING TO INSTRUMENT RECORDED IN BOOK 8823 PAGE 1970. (LOT 1) AS SHOWN HEREON.
- TERMS AND PROVISIONS OF LEASE FOR LAUNDRY AREAS TO ALLIED LAUNDRY EQUIPMENT CO., AND ALLIED/COIN-O-MATIC LAUNDRY EQUIPMENT CO., ACCORDING TO MEMORANDUM THEREOF RECORDED IN BOOK 8153 PAGE 2220. (AFFECTS LOT 3) NOT SURVEY RELATED
- SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED DECEMBER 6, 2005 BY AND BETWEEN COLUMBIA NATIONAL REAL ESTATE FINANCE, LLC, LENDER, AND ALLIED LAUNDRY EQUIPMENT, ACCORDING TO INSTRUMENT RECORDED DECEMBER 19, 2005 IN BOOK 16972 PAGE 2193. (LOT 3) NOT SURVEY RELATED
- TERMS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED IN BOOK 12591 PAGE 487 AND AMENDED IN BOOK 14660 PAGE 1529. (PARCELS 1 & 2) NOTE: EASEMENT AGREEMENT DESCRIBES PROPERTY AS "THE SIGN", BUT EXHIBIT "C" SHOWS 2 SIGNS. NOT SURE WHICH SIGN IS "THE SIGN". OBSERVED SIGN AT THE NORTHWEST QUADRANT OF MANCHESTER ROAD AND STEAMBOAT LANE, AS SHOWN HEREON.
- TERMS AND PROVISIONS OF THE MAINTENANCE AGREEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT, INCLUDING A PROVISION FOR SEWER ASSESSMENTS, BY THE INSTRUMENT RECORDED IN BOOK 16936 PAGE 1230. (PARCEL 2) DOES NOT AFFECT SURVEYED TRACT.
- EASEMENT GRANTED TO CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC BY THE INSTRUMENT RECORDED IN BOOK 18775 PAGE 430.(PARCELS 1 & 2) EASEMENT NOT DEFINED, COVERS ENTIRE PROPERTY.

ITEMS 30 THRU 39 ARE NOT SURVEY RELATED.

ZONING REQUIREMENTS R-4 MULTIFAMILY:

ZONING REQUIREMENTS PER CITY OF BALLWIN, MISSOURI, FOR R-4 RESIDENTIAL ZONING

OVERALL BUILDING HEIGHT LIMIT = 2 STORIES OR 35 FEET.

BUILDING LINES = 20' TO INTERIOR STREETS
60' TO EXTERIOR PROPERTY LINES BORDERING SINGLE FAMILY RESIDENTIAL.

NOTE: BUILDINGS CONSTRUCTED BEFORE THE CURRENT ZONING REQUIREMENTS ARE NOT REQUIRED TO COMPLY, PER THE CITY OF BALLWIN.

MIN. BLDG. SIZE (MULTI-FAMILY) = 2,000 SQ. FT.

AVERAGE NO. OF UNITS = 5 PER BUILDING

MINIMUM UNIT SIZE = 900 SQ. FT.

AVERAGE LIVING SPACE PER BUILDING = 1,200 SQ. FT.

SECTION 5. – HEIGHT REGULATIONS.

NO BUILDING SHALL EXCEED 35 FEET IN HEIGHT NOR CONTAIN MORE THAN TWO STORIES, EXCEPT, HOWEVER, WHEN THE TRACT TO BE DEVELOPED, AS SET OUT IN THE PRELIMINARY SITE PLAN, ABUTS LAND WHICH IS NOT A RIGHT OF WAY FOR AN EXISTING PUBLIC STREET, IN WHICH CASE NO BUILDING MAY BE ERCTED ALONG THE TEN FOOT PERIMETER, DESCRIBED IN THE AREA REGULATIONS, WHICH EXCEEDS 12 FEET IN HEIGHT. A BUILDING MAY BE ERCTED ONE ADDITIONAL FOOT IN HEIGHT OVER 12 FEET FOR EACH FOOT BY WHICH THE BUILDING IS SET BACK FROM THE TEN FOOT PERIMETER, SUBJECT, HOWEVER, TO THE OVERALL 35 FOOT HEIGHT LIMITATION.
(ORD. NO. 969, 7-10-72; ORD. NO. 1597, § I, 8-23-82)

SECTION 6. – AREA REGULATIONS.

(1) NO BUILDING SHALL BE ERCTED NEARER THAN TEN FEET TO THE PERIMETER OF THE ENTIRE TRACT, AS SET OUT IN THE PRELIMINARY SITE PLAN; EXCEPT, HOWEVER, THAT NO BUILDING SHALL BE ERCTED NEARER THAN 60 FEET TO THE RIGHT OF WAY BOUNDARY OF ANY PUBLIC STREET NOR CLOSER THAN 60 FEET TO AN EXISTING SINGLE-FAMILY USE OR ZONING REQUIREMENT. BUILDING SETBACKS FROM INTERNAL STREETS SHALL BE A MINIMUM OF 20 FEET.

(2) FOR THE PURPOSE OF INTERPRETING AND ENFORCING THE YARD REQUIREMENTS OF THIS ARTICLE, THE ENTIRE AREA INCLUDED WITHIN THE R-4 PLANNED MULTIPLE DWELLING DISTRICT SHALL BE CONSIDERED AS A SINGLE LOT; MORE THAN ONE BUILDING OR STRUCTURE MAY BE ERCTED THEREON, AND THE ONLY FRONT, REAR AND SIDE YARDS THAT NEED TO BE OBSERVED ARE THOSE PROVIDED FOR IN SUBSECTION (1) OF SECTION 6.
(ORD. NO. 969, 7-10-72; ORD. NO. 1597, § I, 8-23-82; ORD. NO. 2433, § I, 3-27-95)

SECTION 7. – INTENSITY OF USE.

THE TRACT OF LAND APPROVED BY THE BOARD OF ALDERMEN AS PLANNED MULTIPLE DWELLING DISTRICT SHALL CONTAIN NOT LESS THAN 2,000 SQUARE FEET OF AREA FOR EACH DWELLING UNIT. THE PETITIONER MAY REQUEST APPROVAL OF A PLAN WHICH INCLUDES FEWER UNITS THAN THE MAXIMUM NUMBER THAT WOULD BE ALLOWED, AND THE BOARD OF ALDERMEN MAY LIMIT THE NUMBER OF UNITS TO LESS THAN THE MAXIMUM NUMBER OF UNITS THAT WOULD BE ALLOWED BY THE 2,000-SQUARE-FOOT REQUIREMENT. IN ANY CASE, NO SINGLE BUILDING IN THE DEVELOPMENT SHALL HAVE MORE THAN SIX INDIVIDUAL UNITS, AND THE AVERAGE [NUMBER] OF UNITS FOR THE DEVELOPMENT SHALL BE NO MORE THAN FIVE UNITS PER BUILDING; NO SINGLE UNIT IN ANY BUILDING IN THE DEVELOPMENT SHALL BE SMALLER THAN 900 SQUARE FEET, AND ALL UNITS IN A SINGLE BUILDING SHALL AVERAGE A MINIMUM OF 1,200 SQUARE FEET OF USABLE LIVING AREA, EXCLUSIVE OF BASEMENT STORAGE AREAS. THE USE INTENSITY DESCRIBED ABOVE SHALL BE APPLIED BOTH ON A PER BUILDING BASIS AND A PER SITE PLAN OR DEVELOPMENT BASIS.
(ORD. NO. 969, 7-10-72; ORD. NO. 1597, § I, 8-23-82)

SECTION 8. – PARKING REGULATIONS.

OFF-STREET PARKING SHALL BE PROVIDED AT THE RATE OF TWO ATTACHED, ENCLOSED GARAGES PER UNIT WITH SPACE IN THE DRIVEWAY FOR TWO ADDITIONAL VEHICLES.

POTENTIAL ENCROACHMENTS:

- SOUTH PROPERTY LINE, EAST OF STEAMBOAT LANE, OWNERSHIP OF FENCE NOT DETERMINED, POTENTIAL ENCROACHMENT OF VINYL FENCE, FROM 0.2' TO 0.9'.
- EAST RIGHT OF WAY OF STEAMBOAT LANE AND SOUTH PROPERTY LINE, STONE WALL EXTENDS INTO RIGHT OF WAY BY 10' AND EXTENDS INTO PROPERTY TO THE SOUTH, 10' SOUTH BY 12' EAST.
- SOUTH PROPERTY LINE, WEST OF STEAMBOAT LANE, OWNERSHIP OF FENCE NOT DETERMINED, POTENTIAL ENCROACHMENT AS 6' HIGH CHAIN LINK FENCE CROSSES SOUTH PROPERTY LINE, FROM 0.0' TO 3.8'.
- WEST PROPERTY LINE ADJACENT TO LOT 7 AND LOT 8 OF DRIFTWOOD, AS RECORDED IN PLAT BOOK 66, PAGE 44, POTENTIAL ENCROACHMENT OF WOOD FENCE AND WIRE FENCE, FROM 0.0' TO 3.8'.
- CONTINUATION OF WIRE FENCE ALONG THE NORTH LINE OF LOT 8 AND LOT 9 OF DRIFTWOOD, AS RECORDED IN PLAT BOOK 66, PAGE 4, FROM 0.0' TO 4.4'.
- POTENTIAL ENCROACHMENT OF FENCE ON TO ADJACENT PROPERTY OWNERS OF LOTS 16 THROUGH 20 OF KEHRS MILL RIDGE, AS RECORDED IN PLAT BOOK 236, PAGE 51, FROM 6.4' TO 1.7'.
- PUBLIC SIDEWALK PARALLEL TO STEAMBOAT LANE ENCROACHES ONTO LOT 2 AT THE INTERSECTION OF STEAMBOAT LANE AND KEHRS MILL ROAD, EXTENT OF ENCROACHMENT IS 2.8'.
- POTENTIAL ENCROACHMENT OF STONEWALL ISLANDS OF PRIVATE DRIVES UPON THE PUBLIC RIGHT OF WAY OF STEAMBOAT LANE.
- NORTH PROPERTY LINE, EAST OF STEAMBOAT LANE, 4' HIGH WIRE WOVEN FENCE CROSSES PROPERTY LINE, UNABLE TO DETERMINE OWNERSHIP OF FENCE, FROM 0.0' TO 0.7'.
- BUILDING #166 A 6.8' ENCROACHMENT AND POOL 21' POTENTIAL ENCROACHMENT OF WATER LINE EASEMENT TITLE ITEM 12,
- ENCROACHMENT OF 10' HIGH CHAIN LINK FENCE ALONG THE COMMON LINE OF LOT 3 AND LOT 4 UPON LOT 4 AMENDED MTV-KINDER CARE, RECORDED IN PLAT BOOK 328, PAGE 66-67, FROM 0.0' TO 1.1'.
- ENCROACHMENT OF ASPHALT DRIVE AND CHAIN LINK FENCE ON TO LOT 4 OF AMENDED MTV-KINDER CARE, RECORDED IN PLAT BOOK 328, PAGE 66-67, LOCATED ON LOT 4. FROM THE SOUTHWEST CORNER OF LOT 4 ALONG THE WEST LINE OF LOT 4, FENCE ENCROACHES AT 70.8' AND DRIVE AT 81.7' TO 96.7' AND PROCEEDS TO CROSS LOT 4 AND EXITS LOT 4 ALONG THE SOUTH LINE OF LOT 4, FENCE AT 45.9' AND DRIVE AT 47.0' TO 59.0' FROM THE SOUTHWEST CORNER OF LOT 4.
- POTENTIAL ENCROACHMENT OF FENCE ON TO ADJACENT PROPERTY OWNERS OF LOTS 14 THROUGH 20 OF DIXIE LEE HEIGHTS, AS RECORDED IN PLAT BOOK 51, PAGE 98 AND PLAT BOOK 152, PAGE 49, FROM 0.0' TO 1.9'.
- BUILDING 217 PORT BATON ROUGE ENCROACHES UPON LACLEDE GAS EASEMENT, 3.8' AT BUILDING CORNER, TITLE ITEM 21.
- BUILDING 201-211 PORT BATON ROUGE ENCROACHES UPON LACLEDE GAS EASEMENT, 3.8' AT BUILDING CORNER, TITLE ITEM 21 AND SEWER EASEMENT, 0.7' AT BUILDING CORNER, TITLE ITEM 18

GENERAL NOTES:

1. BASIS OF BEARING:

A BEARING OF NORTH 00 DEGREES 25 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE AMENDED PLAT OF MARK TWAIN VILLAGE, AS RECORDED IN PLAT BOOK 131, PAGES 96-99, THE EAST LINE OF AMENDED M T V – KINDER CARE, AS RECORDED IN PLAT BOOK 328 PAGES 66 & 67, THE WEST LINE OF DIXIE LEE HEIGHTS AS RECORDED IN PLAT BOOK 51 PAGE 98 AND PLAT BOOK 152 PAGE 49, OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

2. CORNER OF RECORD:

AN OLD CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 4 OF AMENDED M T V – KINDER CARE, AS RECORDED IN PLAT BOOK 328, PAGES 66 & 67 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS. RECOVERED DECEMBER 2005

3. TRACT IS "URBAN" CLASS PROPERTY

4. AREA OF BOUNDARY:
LOT 1=33,377 SQ. FT. OR 7.607 ACRES
LOT 2=30,015 SQ. FT. OR 0.689 ACRES
LOT 3=267,519 SQ. FT. OR 6.141 ACRES
TOTAL=628,911 SQ. FT OR 14.437 ACRES

5. SOURCES OF RECORD TITLE:

GENERAL WARRANTY DEED TO VILLAGE PARK OF BALLWIN LLC, AS RECORDED IN DEED BOOK 14660 PAGE 1537 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

GENERAL WARRANTY DEED TO LOVE MORTGAGE PROPERTIES, INC, AS RECORDED IN DEED BOOK 6640 PAGE 1148 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

QUIT CLAIM DEED TO LOVE MORTGAGE PROPERTIES, INC, AS RECORDED IN DEED BOOK 6798 PAGE 1782 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

QUIT CLAIM DEED TO BALLWIN PROPERTIES AND LOVE MORTGAGE PROPERTIES, INC, AS RECORDED IN DEED BOOK 6988 PAGE 1898 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

6. PROPERTY IS ACCESSED FROM STEAMBOAT (50 FOOT WIDE) LANE, A PUBLIC RIGHT OF WAY THROUGH DRIVES ON EACH SIDE OF STEAMBOAT LANE. NO ACCESS FROM KEHRS MILL ROAD.

7. AS DETERMINED THROUGH GRAPHIC PLOTTING ONLY, SUBJECT TRACT FALLS IN ZONE X, AREA DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN PER THE FEDERAL EMERGENCY M. MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI AND I. INCORPORATED AREAS, PANEL 256 OF 420, MAP NUMBER 29189C0256H, EFFECTIVE DATE OF A AUGUST 2, 1995.

8. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY OBSERVATION AND AVAILABLE MAPS PROVIDED BY LACLEDE GAS, AMERICAN WATER AND THE METROPOLITAN ST. LOUIS SEWER DISTRICT. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

9. THE STREET NAMES LISTED ARE AS SIGNED IN THE FIELD, NOT SHOWN ON RECORD INFORMATION.

10. THIS SURVEY IS AN UPDATE OF PREVIOUS PROJECTS 95-072, 00-051, AND 02-265, AS EXECUTED BY COLE AND ASSOCIATES, INC.

11. TOTAL NUMBER OF PARKING SPACES LOTS 1, 2 & 3 = 518
REGULAR PARKING SPACES = 502
HANDICAPPED PARKING SPACES = 16

12. NO OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITION AT THE TIME OF THIS SURVEY.

13. NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT THE TIME OF THIS SURVEY.

14. PER NATIONAL WETLANDS INVENTORY MAP NO OBSERVED LOCATION OF WETLANDS.

15. NO CEMETERIES OBSERVED ON SUBJECT SITE.

16. NO OBSERVED PARTY WALLS WITH ADJACENT PROPERTY OWNERS.

17. NO OBSERVED ROAD IMPROVEMENTS OR RIGHT OF WAY WIDENING OF THE PUBLIC RIGHT OF WAY, KNOWN AS STEAMBOAT LANE, AND THAT PORTION OF KEHRS MILL ROAD THAT FRONTS THE SUBJECT TRACT.

18. PER THE CITY OF BALLWIN, THE PROPERTY IS ZONED R-4 PLANNED MULTIPLE DWELLING DISTRICT. THE USE OF THE PROPERTY AS MULTIFAMILY RENTAL APARTMENT COMPLEX IS A PERMITTED USE. UNDER THE R-4 DISTRICT REGULATIONS AND THE USE OF THE PROPERTY AS A DAYCARE IS A USE ALLOWED BY SPECIAL USE EXCEPTION, PER ORDINANCE 02-31 ON JUNE 10, 2002.

19. LOCATOR NUMBERS:
LOT 1 = 22531-0422
LOT 2 = 22533-0848
LOT 3 = 22531-0495

SURVEYOR'S CERTIFICATION

TO: EQUUS CAPITAL PARTNERS, LTD
FIDELITY NATIONAL TITLE INSURANCE COMPANY
199 MF BALLWIN, LLC, A MISSOURI LIMITED LIABILITY COMPANY
CBRE MULTIFAMILY CAPITAL, INC., A DELAWARE CORPORATION AND/OR FANNIE MAE, THEIR SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR

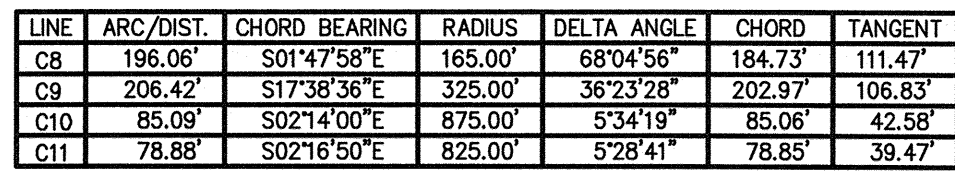
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6b, 7(c), 7(b)1, 7(c) 8, 9, 10a, 11(c), 11(b) 13, 14, 16, 17, 18, 19, 20a OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JULY 12, 2013.

COLE AND ASSOCIATES INC.
L.S. 286-D

PROJECT NO. 05-0323-000A

TERRY D. WESTERMAN, PLS
MISSOURI CERT. NO. L.S. 2363



































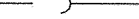


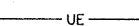



DATE OF PLAT OR MAP:



LINE	ARC/DIST.	CHORD BEARING	RADIUS	DELTA ANGLE	CHORD	TANGENT
C8	196.06'	S01°47'58"E	165.00'	68°04'56"	184.73'	111.47'
C9	206.42'	S17°38'36"E	325.00'	36°23'28"	202.97'	106.83'
C10	85.09'	S02°14'00"E	875.00'	5°34'19"	85.06'	42.58'
C11	78.88'	S02°16'50"E	825.00'	5°28'41"	78.85'	39.47'

0' 0' 30' 60'

SCALE: 1" = 30'

LEGEND			
	TREE STUMP		GRATED INLET
	BUSH		STORM MANHOLE
	TREE		GRATE MANHOLE
	WATER MANHOLE		DRAINAGE PIPE
	FIRE HYDRANT		CLEANOUT
	WATER VALVE		MANHOLE
	WATER METER		HANDICAP STRIPING
	BOLLARD		PARKING STALLS
	UTILITY POLE		GAS METER
	GUY WIRE		GAS VALVE
			GAS DRIP
			VENT PIPE
			SIGN
			LIGHT STANDARD
			YARD LIGHT
			ELECTRIC PULL BOX
			ELECTRIC METER
			ELECTRIC BOX
			ELECTRIC MANHOLE
			ELECTRIC TRANSFORMER
			AIR CONDITIONING UNIT
			FLAG POLE
			TELEPHONE MANHOLE
			STORM SEWER
			WATER LINE (UNDERGROUND)
			ELECTRIC LINE (UNDERGROUND)
			OVERHEAD UTILITY
			GAS LINE (UNDERGROUND)
			TELEPHONE LINE (UNDERGROUND)
			CABLE TELEPHONE LINE
			FENCE LINE

COLE & ASSOCIATES INC.
L.S. 266-D

PROJECT NO. 05-323

4.

Jan 10

TERRY D. WESTERMAN, PL

MISSOURI CERT. NO. 4 L.S. 1

DATED: Aug 1

U

[illegible]

DEVELOPER/OWNER:
EQUUS CAPITAL PARTNERS, LTD.

VILLAGE PARK OF BALLWIN
170 (A.K.A 120, 121 & 265)
STEAMBOAT LANE
BALLWIN, MO 63011

ALTA/ACSM
LAND TITLE SURVEY

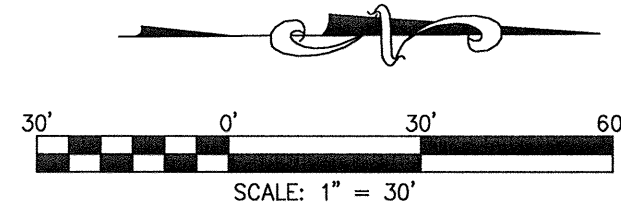
cole

+ ST. LOUIS
1077 Summit Office Bldg.
St. Louis, MO 63127
314.994.0587 fax
314.994.0587 fax

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

DESIGNED BY
DRAWN BY EJB/SAB
CHECKED BY TDW
DATE 06/10/2013
<i>Job Number</i> 05-0323-000A
<i>Sheet Number</i> 3 OF 4

24



LINE	ARC/DIST.	CHORD BEARING	RADIUS	DELTA ANGLE	CHORD	TANGENT
C5	104.09'	S40°04'07"E	3000.00'	1°59'16"	104.08'	52.05'
C6	33.76'	S27°03'03"E	20.00'	96°42'55"	29.89'	22.49'
C7	23.83'	S26°46'49"W	125.00'	10°55'23"	23.79'	11.95'
C8	196.06'	S01°47'58"E	165.00'	68°04'56"	184.73'	111.47'

PROCEEDINGS OF THE COURT

Terry D. Westerman

TERRY D. WESTERMAN, PLS
MISSOURI CERT. NO. LS. 2363

NUMBER
LS-2363

DATED: *Aug 19, 2013*

STATE OF MISSOURI
CLERK OF THE SUPREME COURT
RECEIVED

25

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2025, by SG MF Rockwood Investors LLC, a Delaware limited liability company with an address at 3843 West Chester Pike, Newtown Square, PA 19073 (together with any successor in interest or permitted assignee "Declarant").

PRELIMINARY STATEMENT:

- A. Declarant is the owner of those certain parcels of real property located in St. Louis County Missouri, described on **Exhibit A** ("Lot 1") and **Exhibit B** ("Lot 2"). Lot 1 and Lot 2 are sometimes individually referred to herein as a "Lot" and collectively as "Lots";
- B. Declarant intends to declare, establish, and impose a perpetual, non-exclusive, access easement upon Lot 1 for the benefit of the owner of Lot 2, together with its successors and assigns, including, without limitation, any future fee simple owner of Lot 1 (the from time to time owner of Lot 1 is herein sometimes referred to as the "Lot 1 Owner") and their respective tenants, mortgagees, business invitees, guests, employees, agents and licensees and all other parties claiming by or through Lot 1 Owner (collectively, the "Lot 1 Parties").
- C. Declarant intends to declare, establish, and impose a perpetual, non-exclusive, access easement upon Lot 2 for the benefit of the owner of Lot 1, together with its successors and assigns, including, without limitation, any future fee simple owner of Lot 2 (the from time to time owner of Lot 2 is herein sometimes referred to as the "Lot 2 Owner" and the Lot 1 Owner and the Lot 2 Owner are sometimes referred to herein as an "Owner") and their respective tenants, mortgagees, business invitees, guests, employees, agents and licensees and all other parties claiming by or through Lot 2 Owner (collectively, the "Lot 2 Parties").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. Cross-Access Easement.

- a. Declarant hereby establishes and burdens Lot 1 for the benefit of and appurtenant to Lot 2, a perpetual, non-exclusive easement upon, over and across the drive aisles located on Lot 1 for the purposes of vehicular and pedestrian access between Lot 1 and Lot 2. Except for the rights, privileges, benefits and easement granted herein, the Declarant reserves unto itself and any Lot 1 Owner all rights of ownership and use to the portions of the easement area located on Lot 1, and nothing contained in this Agreement shall be deemed to be a gift or dedication of the easement area to the general public or for any public use or purpose whatsoever.
- b. Declarant hereby establishes and burdens Lot 2 for the benefit of and appurtenant to Lot 1, a perpetual, non-exclusive easement upon, over and across the drive aisles located on Lot 2 for the purposes of vehicular and pedestrian access between Lot 1 and Lot 2. Except for the rights, privileges, benefits and easement granted herein, the Declarant reserves unto itself and any Lot 2 Owner all rights of ownership and use to the portions of the easement area located on Lot 2, and nothing contained in this Agreement shall be deemed to be a gift or dedication of the easement area to the general public or for any public use or purpose whatsoever.

2. Maintenance and Repair. Each of the Lot 1 Owner and the Lot 2 Owner shall keep and maintain its Lot, including the easement areas thereon, in good condition and repair, at such Owner's sole cost and expense; provided, however, each Owner shall repair any damage to the other Owner's Lot caused by it or its employees, agents and contractors at such damaging Owner's sole cost and expense.
3. Default. In the event of a breach of this Agreement by either Owner, the non-breaching Owner shall deliver written notice of such breach to the breaching Owner, and the breaching Owner shall have thirty (30) days (or such longer period as may be reasonably required if it commences efforts within thirty (30) days and diligently, continuously and in good faith continues such efforts thereafter), within which to cure such breach, before such breach shall constitute a "Default" hereunder. In the event of a Default, the non-Defaulting Owner shall have the right to avail itself of all applicable remedies at law or in equity; provided, however, no Default shall entitle the non-Defaulting Owner to cancel, rescind or otherwise terminate this Agreement or the easement granted hereunder. In the event of litigation between the Owners, in addition to any other relief awarded, the prevailing Owner shall be entitled to judgment for reasonable attorneys' fees and out-of-pocket expenses therein incurred.
4. Insurance. Each Owner shall, at its sole expense, obtain and maintain in full force and effect at all times throughout the term of this Agreement and cause its contractor(s) to obtain and maintain in full force and effect: (i) general liability insurance against any and all liability for bodily injury to or death of a person or persons, and for damage to or

destruction of property, including, but not limited to, contractual liability coverage for the indemnity obligations under this Agreement, with commercially reasonable limits but at least a minimum combined single limit of \$1,000,000; (ii) standard "all-risk" property insurance, insuring each Lot, and persons claiming by or through either Owner which may be on either of their Lots against those risks normally encompassed in an "all-risk" policy, for the payment of full replacement cost in the event of a total destruction of such property; and (iii) workers' compensation or similar insurance covering all of their respective employees and offering statutory coverage and containing statutory limits and employers' liability insurance in a form and amount deemed reasonable in the exercise of prudent business judgment. Policies of insurance provided for herein shall name the other Owner as an additional insured and/or loss payee, and each Owner shall provide the other with certificates of such required insurance prior to or on the date first written above. Said certificates shall (a) be reasonably satisfactory in form and content to the other Owner; (b) evidence that the above insurance is in force; and (c) state that such policy or policies have been endorsed to provide that they will not be canceled or materially altered except after thirty (30) days' written notice to the other Owner. Such policies of insurance shall include, to the extent available, a mutual waiver of subrogation clause in form satisfactory to the Owners.

5. Indemnification.

- a. Lot 1 Owner shall indemnify, defend, protect and hold Lot 2 Owner and the Lot 2 Parties harmless from and against any and all actual or potential claims, charges, demands, liens, actions, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of or are attributable to (i) any breach or default, or failure to perform, any covenants, terms, conditions, representations, warranties, obligations and/or indemnities under this Agreement made or to be performed by Lot 1 Owner, or (ii) the negligence or intentional misconduct of Parcel A Owner, its employees, agents, officials, contractors, tenants, subcontractors or invitees on or about Lot 2.
- b. Lot 2 Owner shall indemnify, defend, protect and hold Lot 1 Owner and the Lot 1 Parties harmless from and against any and all actual or potential claims, charges, demands, liens, actions, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that arise out of or are attributable to (i) any breach or default, or failure to perform, any covenants, terms, conditions, representations, warranties, obligations and/or indemnities of this Agreement made or to be performed by Lot 2 Owner or (ii) the negligence or intentional misconduct of Lot 2 Owner, its employees, agents, officials, contractors, subcontractors, tenants or invitees on or about Lot 1.

6. Miscellaneous.

- a. Final Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking with respect to the subject matter hereto, and supersedes any and all prior agreements, arrangements and understandings respecting such subject matter. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the Lot 1 Owner and the Lot 2 Owner.
- b. No Waiver. No waiver of any condition, covenant, or agreement in this Agreement by either Owner hereto will imply or constitute a further waiver by said Owner of the same or any other condition, covenant or agreement. No waiver of any breach or obligation of a Owner by the other Owner shall be effective unless such waiver is made in a writing signed by said Owner.
- c. Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement will be written and will be deemed to have been given (1) when personally delivered, (2) when delivered by a recognized overnight courier service providing proof of delivery, (3) upon electronically verified transmission if made by telefacsimile or telecopy, or (4) on the third day after it is deposited in any depository regularly maintained by the United States postal service, postage prepaid, certified or registered mail, return receipt requested, addressed to the address of the applicable Owner as reflected in the St. Louis County Assessor's records.
- d. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri, without regard to its conflicts of law or choice of law rules.
- e. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.
- f. Covenants to Run with Land. All easements and covenants contained herein shall exist in perpetuity and shall run with the land (except as otherwise provided herein), and this Agreement shall be binding upon and inure to the benefit of the Owners and their heirs, successors and assigns.
- g. Time of the Essence. Time is of the essence with respect to the performance of this Agreement and each and every provision contained herein.

IN WITNESS WHEREOF, the Declarant has caused this Agreement to be executed and delivered as of the date first written above.

SG MF Rockwood Investors LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____) SS:

I, _____, a Notary Public in and for said County and State aforesaid, do hereby certify that _____ who is personally known to me to be the _____ of SG MF Rockwood Investors LLC, a Delaware limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as _____ of said limited liability company, on behalf of said limited liability company, pursuant to authority given by the limited liability company as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____,
2025 A.D.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF LOT 1

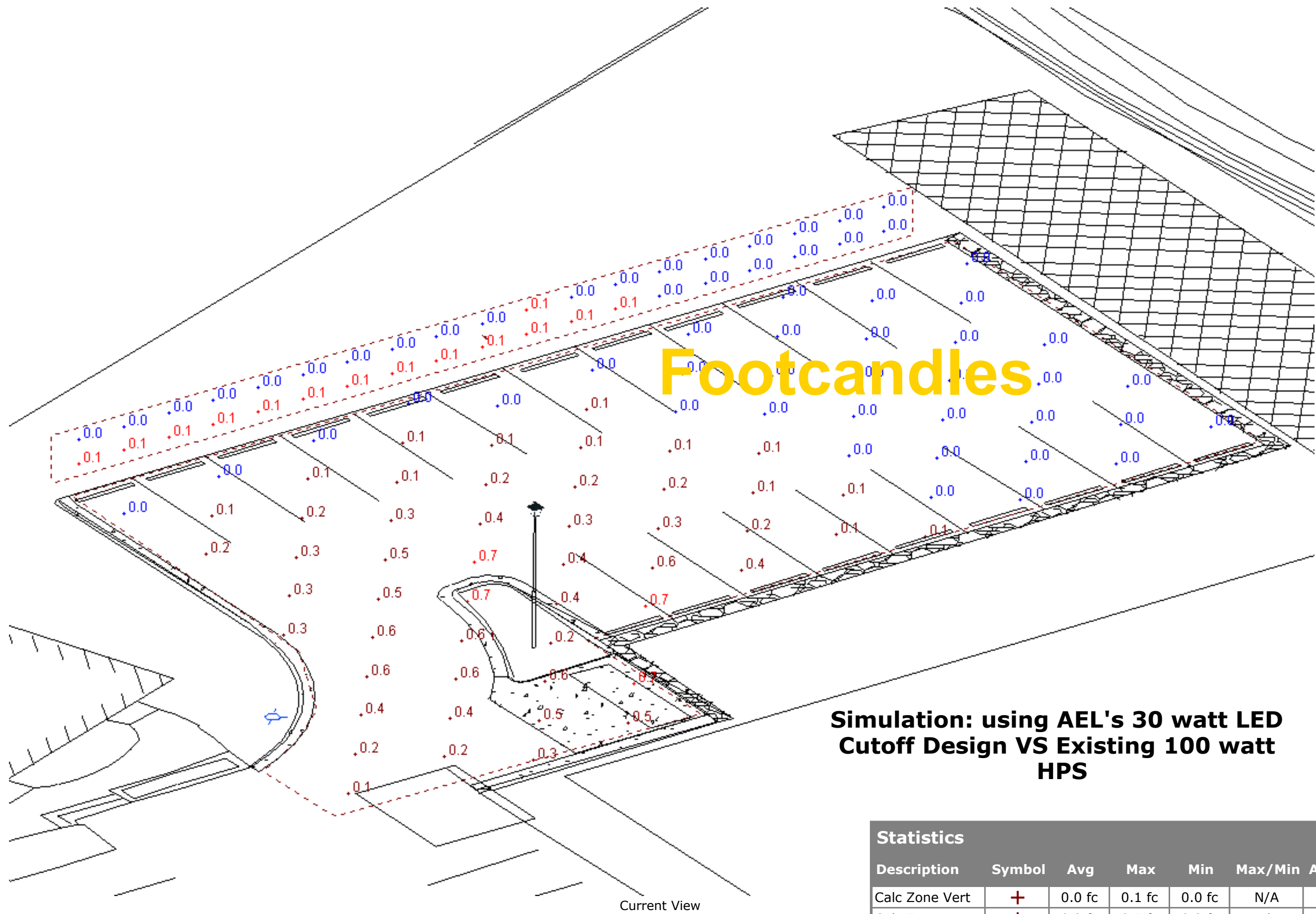
Lot 1 of the Amended M T V – Kinder Care subdivision, a subdivision in St. Louis County, Missouri according to the plat thereof recorded in Plat Book 328 pages 66 and 67 of the St. Louis County Records.

EXHIBIT B

LEGAL DESCRIPTION OF LOT 2

Lot 2 of the Amended M T V – Kinder Care subdivision, a subdivision in St. Louis County, Missouri according to the plat thereof recorded in Plat Book 328 pages 66 and 67 of the St. Louis County Records.

Schedule											
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Filename	Lumens	Wattage	LLF	Efficiency	Notes
	A	1	American Electric Lighting	247L P102 MVOLT 27K R5 AY	30 Watt, 2700K, Traditional Post Top Mounted 14' AFG. Footcandle Values taken at 0' 0" AFG.	247L_P102_XXXXX_27K_R5_AY.ies	3260	30	0.88	100%	



Simulation: using AEL's 30 watt LED Cutoff Design VS Existing 100 watt HPS

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone Vert	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A
Calc Zone Horz	+	0.2 fc	0.7 fc	0.0 fc	N/A	N/A

#5 Steamboat Lane
Parking Lot Addition Lighting SIMULATION
Ballwin, Missouri 63011

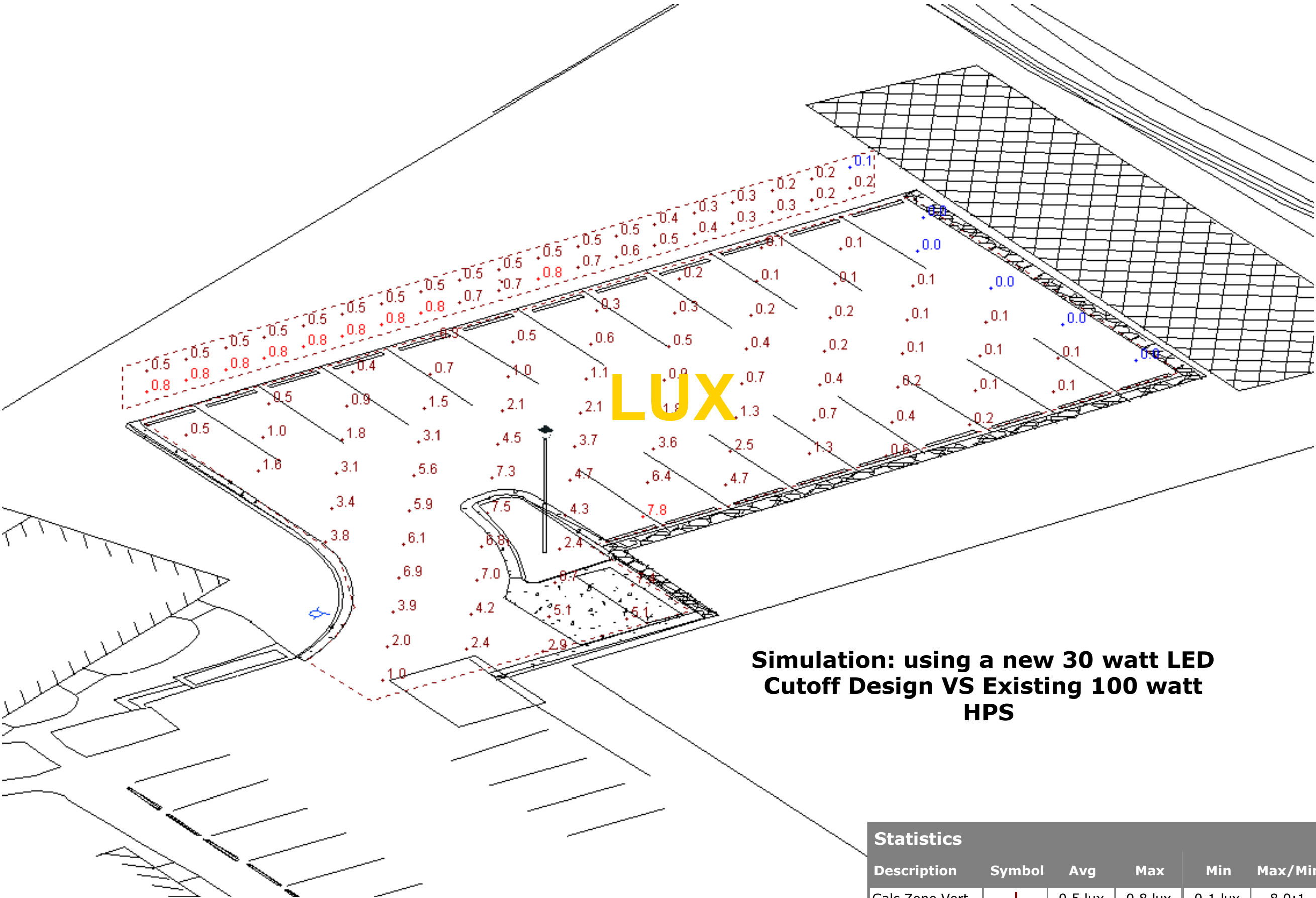
Designer

Date
04/21/2025

Scale
Not to Scale

Drawing No.

Schedule											
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Filename	Lumens	Wattage	LLF	Efficiency	Notes
	A	1	American Electric Lighting	247L P102 MVOLT 27K R5 AY	30 Watt, 2700K, Traditional Post Top Mounted 14' AFG. Footcandle Values taken at 0' 0" AFG.	247L_P102_XXXXX_27K_R5_AY.ies	3260	30	0.88	100%	



Simulation: using a new 30 watt LED Cutoff Design VS Existing 100 watt HPS

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone Vert	+	0.5 lux	0.8 lux	0.1 lux	8.0:1	5.0:1
Calc Zone Horz	+	2.1 lux	7.8 lux	0.0 lux	N/A	N/A

#5 Steamboat Lane
Parking Lot Addition Lighting SIMULATION
Ballwin, Missouri 63011

Designer

Date
04/21/2025

Scale
Not to Scale

Drawing No.

THE METROPOLITAN ST. LOUIS SEWER DISTRICT



RULES AND REGULATIONS
AND ENGINEERING DESIGN
REQUIREMENTS FOR
SANITARY SEWER AND
STORMWATER
DRAINAGE
FACILITIES
FEBRUARY 1, 2018

4.040.03 Waterway Alignment

The bridged waterway will be aligned to result in the least obstruction to stream flow, except that for natural streams consideration will be given to future realignment and improvement of the channel.

4.040.04 Erosion Protection

To preclude failure by scouring, abutment and pier footings will usually be placed either to a depth of not less than five (5) feet below the anticipated depth of scour, or on firm rock if such is encountered at a higher elevation. Large multispan structures crossing alluvial streams may require extensive pile foundations. To protect the channel, revetment on channel sides and/or bottom, consisting of concrete or grouted rock blanket should be placed as required. The governing authority should be contacted regarding their design requirements.

4.050 Outlet Erosion Protection

If outlet velocities exceed 5 fps, an appropriate erosion protection must be provided. Erosion protection may be required at outlets where velocities are less than 5 fps if soil conditions warrant.

For paved channels a cutoff wall will be required at the termini with appropriate protection. The cutoff wall shall extend a minimum depth of four (4) feet into the existing ground line.

4.060 General Performance Criteria for Stormwater Management for Development and Redevelopment Projects

4.060.01 When Required

1. The requirements of stormwater quantity and quality management shall be evaluated for all projects submitted to the District for review and approval. Stormwater management facilities shall be provided and designed in accordance with the requirements of this section. If another local jurisdiction requires more stringent design standards, then they shall govern in that locale. A Stormwater Management Facilities (BMP) Operation and Maintenance Design Report and Plan, including specific continuing resources, procedures and schedules to be used, shall be submitted for approval. If required and approved, the Plan shall be included in a recorded Maintenance Agreement by reference.
2. Stormwater quality and quantity management requirements shall be evaluated, and specifically, will be required for projects including:
 - a. For MS4 Permit stormwater quality compliance (primarily in the separate storm sewer area); all new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than 1 acre that are part of a larger common parcel or project that is greater than one acre.
 - b. For stormwater quantity compliance; projects which have a differential runoff of 2 cfs or greater for the 15-year, 20-minute event (separate sewer areas) or for the 20-year, 20 minute event (combined sewer areas). The differential runoff is calculated by the Rational Method using PI factors. For areas tributary to downstream stormwater problems, an undeveloped existing condition shall be assumed for calculating differential runoff, unless directed otherwise by the District. Existence of downstream stormwater problems may require quantity management on the proposed site, even where less than 2 cfs differential is proposed.

Subsequent development or redevelopment of sites without prior stormwater detention shall provide detention or retention, when cumulative differential increase, since January 15, 2000, equals 2 cfs or greater. Projects with prior detention shall provide additional



PUBLIC HEARING

Notice is hereby given that on Monday, May 5, 2025 at 7:00 pm, a Public Hearing will be held by the Planning & Zoning Commission in the City Government Center Board Room at 1 Government Center, Ballwin, Missouri 63011. The Commission will consider the following Petition:

ADP-25-01 Amended Development Plan, submitted by SG MF Rockwood Investors LLC, for a proposed parking lot at 121 Steamboat Lane.

Additional information on this Petition is available at the City Government Center or by calling 636-227-2243