

BILL NO. 2367

ORDINANCE NO. 2187

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT FOR CHESTERFIELD COMMONS WEST PLAT TWO, A 29.637 ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL, LOCATED NORTH OF EDISON AVENUE, SOUTH OF CHESTERFIELD AIRPORT ROAD, AND WEST OF RHL DRIVE.

WHEREAS, Mr. Dean Burns, on behalf of T.H.F., has submitted for review and approval the Record Plat for Chesterfield Commons West Plat Two, located north of Edison Ave and west of RHL Drive; and,

WHEREAS, the purpose of said Record Plat is to subdivide 29.637 acre tract of land into five (5) lots for commercial use; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof.

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

Section 1. The Record Plat for Chesterfield Commons West Plat Two, which is made a part hereof and attached hereto as Exhibit 1, is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the subdivision plat.

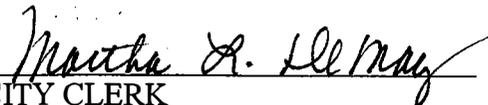
Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

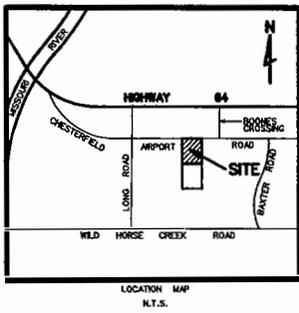
Passed and approved this 18th day of July, 2005.


MAYOR

ATTEST:


CITY CLERK

CHESTERFIELD COMMONS WEST PLAT TWO
A TRACT OF LAND BEING ADJUSTED PARCEL 1
OF THE LOT CONSOLIDATION PLAT OF
LOTS 9, 10 & 11 OF CHESTERFIELD COMMONS,
PART OF VACATED RHL DRIVE AND PART OF
U.S. SURVEY 125, TOWNSHIP 45 NORTH - RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
ZONED P.C. - PLANNED COMMERCIAL ORDINANCE NO. 1624



This is to certify that this plat of "Chesterfield Commons West Plat Two" was approved by the City Council of the City of Chesterfield by Ordinance Number _____ on _____, 2004 and thereby authorizes the recording of this plat with the office of the St. Louis County Recorder of Deeds.

ATTEST:

John Nelson, MAYOR

Martha DeMay, CITY CLERK

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "Chesterfield Commons West Plat Two."

Two permanent monuments for each block created (indicated as a) and semi permanent monuments at all lot corners (indicated as e) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources and 4 CSR 30-16.090 of the Missouri Department of Economic Development. In addition, other survey monuments indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri will be set.

Building lines as shown on this plat are hereby established.

Certain Lots are subject to the Declaration of Easements, Covenants and Restrictions recorded in Book _____ Page ____ as Cross Access easements are hereby established between all contiguous subdivided lots. Cross access shall be regulated in accordance with the provisions governing Common Access Facilities in the aforementioned Declaration. The specific locations for cross access between individual lots shall be determined in conjunction with securing any necessary site plan approvals and building permits for the applicable lots from the City of Chesterfield.

The permanent sight distance easements shown on this plat are hereby dedicated to the City of Chesterfield, Missouri. No part of said easement shall be built on in any manner whatsoever, nor shall the grade of the land within the easement be changed, nor shall greater erect, plant, allow or permit any structure (including any sign or pole) or planting (including any tree, shrub, grass or weed) within said easement that would restrict the line of sight for motorists (based upon any previously described structures or plantings not to exceed a dimension of 3.25 feet above the height of the intersecting roadway, as measured at the centerline of the pavement, 12 feet away from the edge of the traveled lane).

The undersigned, its successors and assigns, agrees to indemnify and hold harmless St. Louis County, its agents, officers and employees from any and all claims, law suits and expenses, including attorneys fees and court costs, made brought or incurred for injuries to persons or property caused by drainage from St. Louis County roadway, Chesterfield Airport Road.

The Chesterfield Valley Storm Water easements shown on this plat are hereby dedicated to the City of Chesterfield, Missouri, their successors and assigns as their interest may appear for the purpose of construction, maintaining and repair of the basins, reservoirs, channels, drainage facilities and sewer lines in conformance with the Chesterfield Valley Storm Water Plan. The property owner(s) shall be responsible for maintaining the dry/wet basin, channel, drainage facilities and sewer lines in good working order and in good repair as appropriate. In the event that the property owner(s) or its successors in title to said property shall fail to adequately maintain the basins, reservoirs, channels, drainage facilities and sewer lines in accordance with the approved Chesterfield Valley Storm Water Plan, the City of Chesterfield, Missouri, their successors and assigns shall be permitted to enter onto the property and make the repairs and corrections and perform all maintenance as it deems necessary and bill the property owners of said property for the services performed. It is further agreed that in the event that said bill on charge for services performed shall not be paid within a period of thirty (30) days said sum shall become a lien on the real property and shall secure interest at a rate of eight percent (8%) until paid in full.

The City of Chesterfield may from time to time enter upon said premises to construct, reconstruct, or maintain the sewers or stormwater improvements aforesaid, and may assign its rights in this easement to the State, County, or other political subdivisions of the State. The right of way hereby granted is irrevocable and shall continue forever.

All stormwater easements as dedicated to the City of Chesterfield per the above, shall not be in the possession or control of the City. Nor shall the City be responsible for the maintenance, inspection, alteration, repair, operation, removal or relay on any stormwater drainage system.

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

IN WITNESS WHEREOF, I have signed and sealed the foregoing this _____ day of _____, 2004.

THE CHESTERFIELD THREE DEVELOPMENT, L.L.C.

Michael H. Staszberg, Manager

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

On this _____ day of _____, 2004, before me personally appeared Michael H. Staszberg, who being by me duly sworn did say that he is the Manager of THE Chesterfield Three Development, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members and the said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: _____

Notary Public

WHEREAS, First Bank, by a deed of trust, dated April 19, 2002, and recorded in the Recorder's office, in and for the County of St. Louis and State of Missouri, in Book 13782 at page 701, as amended conveyed to the trustee herein named, certain real estate, to secure the payment of certain note or notes in said deed described and set forth.

NOW, THEREFORE, the undersigned, present holder and legal owner of said deed of trust and note or notes as amended through the date of this plat, does hereby consent to the lot consolidation of the subject property in the manner shown on this plat and.

TO HAVE AND TO HOLD the same, with all the appurtenances thereto belonging free, clear and discharged from the encumbrance of said deed of trust.

IN WITNESS WHEREOF, the undersigned has executed these presents this _____ day of _____, 2004

FIRST BANK

By: _____

Print Name & Title: _____

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

On this _____ day of _____, 2004, before me personally appeared _____ of First Bank, a Bank of the State of Missouri, who being by me duly sworn did say that he is the _____ of said bank by authority of its Board of Directors and the said _____ acknowledged said instrument to be the free act and deed of said bank.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: _____

Notary Public

A tract of land being Adjusted Parcel 1 of the Lot Consolidation Plat of Lots 9, 10, & 11 of Chesterfield Commons, part of vacated RHL Drive and part of U.S. Survey 125, Township 45 North - Range 4 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the West right of way line of RHL Drive, varying width, with the South right of way line of Chesterfield Airport Road, varying width, as widened by instrument recorded in Book 14109 page 636 of the St. Louis County Records; thence Southwesterly along the West line of RHL Drive, varying width, the following courses and distances: South 45 degrees 23 minutes 22 seconds East 34.05 feet to a point, South 00 degrees 21 minutes 46 seconds West 209.26 feet, South 00 degrees 32 minutes 41 seconds East 126.27 feet, South 00 degrees 21 minutes 46 seconds West 789.31 feet, thence South 89 degrees 38 minutes 12 seconds West 1123.97 feet to the East line of Share No. 1 of the Subdivision in Partition of The Estate of Peter Steffen, being also the East line of property conveyed to Richard J. Slat, et al., trustees by deed recorded in Book 6842 page 898 (Property F) of the St. Louis County Records; thence North 00 degrees 34 minutes 15 seconds East 1156.00 feet along said East line of Share No. 1 of the Subdivision in Partition of The Estate of Peter Steffen, being also the East line of property conveyed to Richard J. Slat, et al., Trustees, to the South right of way line of Chesterfield Airport Road, 100 feet wide; thence North 89 degrees 33 minutes 06 seconds East 97.59 feet along said South right of way line of Chesterfield Airport Road, 100 feet wide, to the South line of the aforementioned widening of Chesterfield Airport Road, varying width; thence Eastwesterly along said Southline South 86 degrees 37 minutes 14 seconds East 120.89 feet and North 89 degrees 33 minutes 06 seconds East 876.67 feet to the point of beginning and containing 29.637 acres according to calculations by Volz, Inc. during December 2003.

LEGEND
 ▲ - BRASS MONUMENT
 ● - IRON PIPE

Notes:

1. Basis for bearings: Missouri State Plane Coordinate System, East Zone
 Grid Azimuth: 266 degrees 49 minutes 04 seconds
 Grid Bearing: South 86 degrees 49 minutes 04 seconds West
 Station Name: SL-38, 1990
 Azimuth Mark: SL-38A, 1990
2. Property referenced from Commonwealth Land Title Insurance Company commitments for title insurance File Number 3114930, Abstract No. 3199707, effective date January 28, 2000. The above referenced commitment for title insurance was relied upon to disclose all easements of record which affect this property.
3. Easement granted to St. Louis County Water Company condemned under cause no. 507563. (shown hereon).
4. Easement granted to the Metropolitan St. Louis Sewer District by instrument recorded in Book 7926 page 2377. (shown hereon).
5. U.S.G.S. Datum Benchmarks
 MSD No. 12-166 459.55 - "Standard Aluminum Disk" stamped SL-32, 1990. Disk is set in between the Hwy 1-64 North Outer Road and the westbound Hwy 1-64; 19 feet south of the centerline of the North Outer Road and 30 feet east of the edge of the westbound lane of Hwy 1-64. Approximately 0.5 miles east of the intersection of Boones Crossing Road and North Outer Road.
 MSD No. 12-171 460.06 - "Standard Aluminum Disk" stamped SL-38, 1990. Disk is set at the northwest corner of Chesterfield Airport Road and Capress Drive.

We have during the month of August, 2001 by order of THE Chesterfield Three Development, L.L.C., made a Survey and Subdivision of "A tract of land being U.S. Survey 125, in Township 45 North - Range 4 East, City of Chesterfield, Missouri, St. Louis County, Missouri" and the results of said Survey are represented on this plat. This survey was executed in compliance with the current Missouri Minimum Standards for Property Boundary Surveys adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors and The Missouri Department of Natural Resources, and meets the accuracy requirements set forth for Urban Property.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this _____ day of _____, 2004.

VOLZ INCORPORATED

Roger G. Allen
 Professional Land Surveyor
 Mo. P. L.S. #2185

VOLZ
INCORPORATED
 LAND SURVEYORS - ENGINEERS - LAND PLANNERS
 10849 MOHAWK HEAD OAK BLVD.
 ST. LOUIS, MISSOURI 63122
 WWW.VOLZ.COM