BILL NO. 2834 **ORDINANCE NO. 2650**

AN ORDINANCE APPROVING THE ACQUISITION OF AN EASEMENT FROM THE CHESTERFIELD VILLAGE ASSOCIATION FOR DEVELOPMENT OF A RECREATIONAL TRAIL, LOCATED IN THE CITY OF CHESTERFIELD.

WHEREAS, The City of Chesterfield is developing a system of biking, walking and pedestrian trails throughout the City; and

WHEREAS, The Chesterfield Village Association desires to grant easements to the City of Chesterfield on certain portions of its property for public use; and

WHEREAS, the Trustees of Oak Subdivision and Chesterfield Village Inc. previously granted easements to Chesterfield Village Association et al by plat recorded in Deed Book 333, Pages 68 and 69 of the St. Louis County Recorder's office on February 10, 1985; and

WHEREAS, Article VII, Section 8 of the Chesterfield Village Association Declaration of Covenants and Restrictions ensures that "the Pedestrian and bicycle circulations systems throughout the Properties are an integral part of the overall planning and design concept. All buildings or structures shall allow for unrestricted Public pedestrian and bicycle passage as provided on the recorded plats of The Properties"; and

WHEREAS, The Chesterfield Village Association, in conjunction with the donation of the property, desires to enter into an Agreement governing the terms of the use of the easements; and

WHEREAS, certain terms and conditions for the acceptance of the aforesaid easements are set forth by terms of an Agreement between the City of Chesterfield and the Chesterfield Village Association; all of which is reviewed and approved by the City of Chesterfield.

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

Section 1. The Agreement for the donation, acceptance, and development of the easements of property as more fully described in the "Exhibit 1", which is an Agreement regarding the easements, all of which is attached hereto and incorporated herein, is hereby approved.

Section 2. The City Administrator is authorized to enter into the Agreement as marked "Exhibit 1" and attached hereto and incorporated herein to evidence the intent on obligations of the City of Chesterfield relative to the donation of said property.

Section 3. The City Council hereby accepts the Recreational trail for maintenance as dedicated by plat recorded in the St. Louis County Recorder of Deeds Office, deed book 333, pages 68 and 69 on February 10, 1985.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 2nd day of MAY, 2011.

J Bruce Steiger
MAYOR

ATTEST:

Judith A. Naggiar
CITY CLERK

First Reading Held 5/2/2011

DOCUMENT TYPE	**EASEMENT**
DATE OF DOCUMENT	**JUNE 20, 2011**
GRANTOR	**CHESTERFIELD VILLAGE ASSOCIATION**
GRANTEE	**THE CITY OF CHESTERFIELD**
GRANTEE'S ADDRESS	**690 CHESTERFIELD PKWY W** **CHESTERFIELD, MO 63017-0760**
PROPERTY ADDRESS	**1524 MILLBRIDGE DRIVE and 16300 LYDIA HILL DRIVE** **CHESTERFIELD, MO 63017 CHESTERFIELD, MO 63017**
COUNTY LOCATOR #	**19S431767 and 18T320126**
CITY/MUNICIPALITY	**CHESTERFIELD, MISSOURI**
LEGAL DESCRIPTION	**THE STRIP OF GROUND SHOWN HACHURED ON THE ATTACHED LAKE POST COMMONS RECREATION FACILITY EASEMENT PLAT MARKED "EXHIBIT A", AND MADE A PART HEREOF.**

AGREEMENT REGARDING CHESTERFIELD VILLAGE ASSOCIATION EASEMENT FOR CITY OF CHESTERFIELD RIPARIAN TRAIL SYSTEM

AGREEMENT made this 20th day of June, 2011, by and between the CITY OF CHESTERFIELD, MISSOURI, a city of the third class ("City") and CHESTERFIELD VILLAGE ASSOCIATION, a Missouri nonprofit corporation, ("CVA").

RECITALS:

A. CITY is developing a system of biking, walking and pedestrian trails throughout the CITY.

B. CVA is the homeowners association that governs the private residential community known as Chesterfield Village under the "Chesterfield Village Declaration of Residential Covenants and Restrictions," as recorded on March 23, 1977 in Book 6939, Page 1716 of the records of St. Louis County, Missouri, as amended, and the By-Laws of CVA, as amended, which are not recorded (collectively referred to herein as the "Governing Documents." CVA has a biking, walking and pedestrian trail around a common lake (the "CVA Trail" or Easement Area"). The location and dimensions of the CVA Trail are depicted in the drawing attached hereto and incorporated by reference herein as Exhibit "A."

C. CITY will receive Parcel C204 property that is crossed by the CVA Trail.

D. CITY will also receive a portion of Parcel C207 that is crossed by the CVA Trail, as depicted on Exhibit "A" attached hereto, and allow for the CVA Trail and the City's trail to connect.

E. CITY has the ability to maintain the CVA trail and preserve Parcel C204 and the portion of C207 described herein above as green space.

F. CVA desires to grant an easement to the City for public use of the CVA Trail and the City desires to accept said easement, in accordance with the terms and conditions set forth in this Agreement.

G. CVA and CITY would both benefit from the grant of said easement.

NOW THEREFORE, it is agreed as follows:

Easement Grant and Acceptance of Public Dedication

1. CVA will grant CITY a ten foot wide and one foot deep easement on the existing CVA Trail as depicted in Exhibit "A" attached hereto, for use by the public as a walking and jogging trail. No biking or motorized vehicles will be permitted on the CVA Trail.

2. CITY will, by ordinance, accept the easement and public dedication of the CVA Trail as shown on "Exhibit A" attached hereto, subject to the existing rights of the CVA owners and occupants.

Trail Operation and Maintenance

3. CITY agrees to maintain, operate and insure the existing CVA Trail and the two existing pedestrian bridges in good working order at the CITY"s expense.

4. The CVA Trail will be open to the public daily from ½ hour before dawn to ½ hour after sunset. CVA owners and occupants will continue to have access pursuant to their existing rights, including the right to use the CVA Trail before and after said hours.

5. CVA and its agents and assigns agree to cooperate with any CITY maintenance operations that may be needed to maintain the trail in good working order.

6. No trailhead for public use of the CVA Trail and no parking for vehicles of the public will be located on the parcels being acquired by the City as referenced in recitals C & D of this agreement, namely: Parcel 204 and that portion of Parcel 207 described herein above. The CITY will not place any signs on Justus Post, Millbridge Drive, Parcel C204, or that portion of Parcel C207 described herein above, indicating that there is public access to the CVA Trail at those locations. Signs that the CITY does install on that portion of Parcel C207 described herein above and Parcel C204 will be signs similar to those used in existing city parks.

Acceptance and Operation of Public Park

7. CITY agrees to accept Parcel C204 and the portion of Parcel C207 as depicted on Exhibit "A" attached hereto from Chesterfield Village, Inc.

8. CITY will be allowed to place one sign on Parcel C204 indicating that it is owned and operated by the CITY.

9. CITY agrees to maintain Parcel C204 and that portion of Parcel 207 described herein above as a public park and will not construct any habitable structures on said property without prior written consent of the CVA Board of Directors, except that the CITY may place structures related to the use of said property as a public park, including without limitation benches, picnic tables, pavilions, gazebos, and trash containers.

10. CITY will not construct public parking on Parcel C204 or that portion of Parcel C207 described herein above.

Waiver of Assessment and Rights to Other Amenities

11. CVA waives any rights it may have to collect any dues or assessments under CVA's Governing Documents as a result of the CITY's ownership of Parcel C204, the portion

of Parcel C207 described herein above, and any other parcels or any other easements or other property interest the CITY may acquire hereafter.

12. CITY is also exempt from any dues or assessments as result of its tax-exempt status pursuant to the CVA Governing Documents.

13. CITY agrees to waive its rights and those of anyone claiming said rights through the CITY, to the other recreational amenities enjoyed by CVA members including, but not limited to the pool, tennis courts, lake, docks and clubhouse.

Maintenance of Existing Lake One and Dam

14. CVA agrees to maintain in good working order the existing Lake and dam so that is continues to provide adequate stormwater detention and recreational benefits to the trail users.

Insurance

15. It is hereby stipulated that, excepting only CVA's rights in and to the Easement Area as are now existing CITY shall be conclusively deemed to be in exclusive possession and control of the Easement Area.

(a) The CITY shall secure commercial general liability insurance policies for coverage of the injuries and damage for which it, as a political subdivision, is legally obligated under Missouri Law. Each policy shall be in the minimum amount of $2,000,000.00. The insurance policies shall be maintained in force during the term of this Agreement. The CITY will furnish to CVA, upon execution of this Agreement, certificate(s) of insurance stating that the policies are in full force and effect and that the same will not be altered, amended or terminated without ten (10) days prior written notice to CVA.

(b) Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of a sovereign immunity, official immunity, or governmental immunity by whatever name as set forth in Section 537.600 R.S.Mo. *et. seq.*, for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

(c) The commercial general liability insurance policies secured under this Section shall include endorsements to restrict coverage in a manner as will preserve fully for the parties the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name as set forth in Section 537.600 R.S.Mo. *et seq.*, for any monetary amount whatsoever, and any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

Representations

16. CVA represents to CITY that execution of this Agreement has been duly authorized by its board of directors, the City represents to CVA that this Agreement has been duly authorized by ordinances of the City Council of CITY.

Closing

17. Closing of the conveyance of properties by CVA to CITY under this Agreement shall take place at the office of the Investors Title Insurance Company, at 10:00 a.m. on the thirtieth (30th) day following the date on which CITY approves in writing the surveys and title insurance commitments on the properties.

Notices

18. Any notice required or permitted to be given hereunder shall be deemed given (i) on the date when it is personally delivered; or (ii) on the date when it is sent by facsimile transmission with confirmation of receipt of transmission; or (iii) when deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to CVA: Board of Directors
Chesterfield Village Association
c/o Community Managers Associates, Inc.
14323 S. Outer Forty Road, Suite 301 N
Chesterfield, MO 63017
E-mail: angie@cmamgrs.com

If to CITY: City of Chesterfield, Missouri
Attn: Michael Herring, City Administrator
690 Chesterfield Parkway West
Chesterfield, Missouri 63017-0760
Telecopier or Facsimile: (636) 537-4798
Email: mherring@chesterfield.mo.us

or to such other address as contained in a notice to the other party.

Binding Effect

19. This Agreement shall be binding upon and shall inure to the benefit of CITY and of CVA and its successors and assigns. Provisions in this Agreement for the benefit of the CVA Properties abutting Park Sites shall follow the land.

Construction and Interpretation

20. This Agreement has been made and entered into in the County of St. Louis, State of Missouri, and shall be governed and construed by and in accordance with the laws of the State of Missouri without giving effect to conflict of laws principles.

Computation of Time

21. If the last day for the giving of notice or performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Missouri, then such last day shall be extended to the next succeeding business day thereafter.

Paragraph Headings

22. The headings of the paragraphs in this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.

Waiver

23. Except as otherwise provided herein, no claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

Further Actions.

24. CVA and CITY agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Agreement or any agreement or document relation hereto or entered into in connection herewith.

Counterparts

25. This Agreement may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute on contract.

Exhibits

26. All exhibits attached hereto are incorporated herein by reference.

CHESTERFIELD VILLAGE ASSOCIATION

By: Ann M. Cook
Signature

Ann M. Cook
Print Name

Sec't
Title

May 24, 2011
Date

By: [illegible]
Signature

MICHAEL H. KIEBER
Print Name

PRESIDENT
Title

5/24/2011
Date

CHESTERFIELD VILLAGE ASSOCIATION

By: Thomas E. Gummersbach
Signature

Thomas E. Gummersbach
Print Name

Board Member
Title

May 25 2011
Date

By: R L Wright
Signature

ROBERT WRIGHT
Print Name

BOARD MEMBER
Title

6/1/11
Date

CHESTERFIELD VILLAGE ASSOCIATION

By: [illegible]
Signature

DW GRAVLIN
Print Name

Title

6/10/11
Date

CITY OF CHESTERFIELD

By: [illegible]
Signature

Michael G. Herring
Print Name

City Administrator
Title

6/20/2011
Date

STATE OF MISSOURI,)
)
COUNTY OF ST. LOUIS) SS. On this 1st day of August 2011, before me appeared, Ann M. Cook, to me personally known, who, being duly sworn did say that she is the Secretary of the Chesterfield Village Association, who executed the foregoing instrument, and acknowledged that said instrument was signed in behalf of said Chesterfield Village Association, by authority of its Board of Directors and she acknowledged said instrument to be the free act and deed of said Board of Directors.

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

NOTARY PUBLIC : Judith A. Naggiar

My term expires: 01/10/12

JUDITH A. NAGGIAR MY COMMISSION EXPIRES 01/10/12 NOTARY PUBLIC NOTARY SEAL COMMISSION #08533167 ST. LOUIS COUNTY STATE OF MISSOURI

STATE OF MISSOURI,)
)
COUNTY OF ST. LOUIS) SS. On this 2nd day of August 2011, before me appeared, Thomas E. Gummersbach, to me personally known, who, being duly sworn did say that he is a Board Member of the Chesterfield Village Association, who executed the foregoing instrument, and acknowledged that said instrument was signed in behalf of said Chesterfield Village Association, by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said Board of Directors.

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

NOTARY PUBLIC : Vickie J. Hass

My term expires: 6/10/2013

VICKIE J HASS MY COMMISSION EXPIRES 06/10/13 NOTARY PUBLIC NOTARY SEAL COMMISSION #09418255 ST. LOUIS COUNTY STATE OF MISSOURI

STATE OF MISSOURI,)
)
COUNTY OF ST. LOUIS) SS. On this 8th day of August 2011, before me appeared, Don Gravlin, to me personally known, who, being duly sworn did say that he is a Board Member of the Chesterfield Village Association, who executed the foregoing instrument, and acknowledged that said instrument was signed in behalf of said Chesterfield Village Association, by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said Board of Directors.

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

NOTARY PUBLIC : Vickie J. Hass

My term expires: 6/10/2013

VICKIE J HASS MY COMMISSION EXPIRES 06/10/13 NOTARY PUBLIC NOTARY SEAL COMMISSION #09418255 ST. LOUIS COUNTY STATE OF MISSOURI

STATE OF MISSOURI,)
)
COUNTY OF ST. LOUIS) SS. On this 8th day of August 2011, before me appeared, Michael W. Weber, to me personally known, who, being duly sworn did say that he is the President of the Chesterfield Village Association, who executed the foregoing instrument, and acknowledged that said instrument was signed in behalf of said Chesterfield Village Association, by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said Board of Directors.

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

NOTARY PUBLIC : Vickie J. Hass

My term expires: 6/10/2013

VICKIE J HASS
MY COMMISSION EXPIRES 06/10/13
NOTARY PUBLIC NOTARY SEAL COMMISSION #09418256
ST. LOUIS COUNTY
STATE OF MISSOURI

STATE OF MISSOURI,)
)
COUNTY OF ST. LOUIS) SS. On this 2nd day of August 2011, before me appeared, Robert L. Wright, to me personally known, who, being duly sworn did say that he is a Board Member of the Chesterfield Village Association, who executed the foregoing instrument, and acknowledged that said instrument was signed in behalf of said Chesterfield Village Association, by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said Board of Directors.

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

NOTARY PUBLIC : Judith A. Naggiar

My term expires: 01/10/12

JUDITH A. NAGGIAR
MY COMMISSION EXPIRES 01/10/12
NOTARY PUBLIC NOTARY SEAL COMMISSION #08533167
ST. LOUIS COUNTY
STATE OF MISSOURI

STATE OF MISSOURI,)
)
COUNTY OF ST. LOUIS) SS. On this 1st day of August 2011, before me appeared, Michael G. Herring, to me personally known, who, being duly sworn did say that he is the City Administrator of the City of Chesterfield in the State of Missouri, a municipal corporation, who executed the foregoing instrument and acknowledged that said instrument was signed in behalf of the City of Chesterfield, by authority of its City Council and Michael G. Herring acknowledged said instrument to be the free act and deed of said City Council.

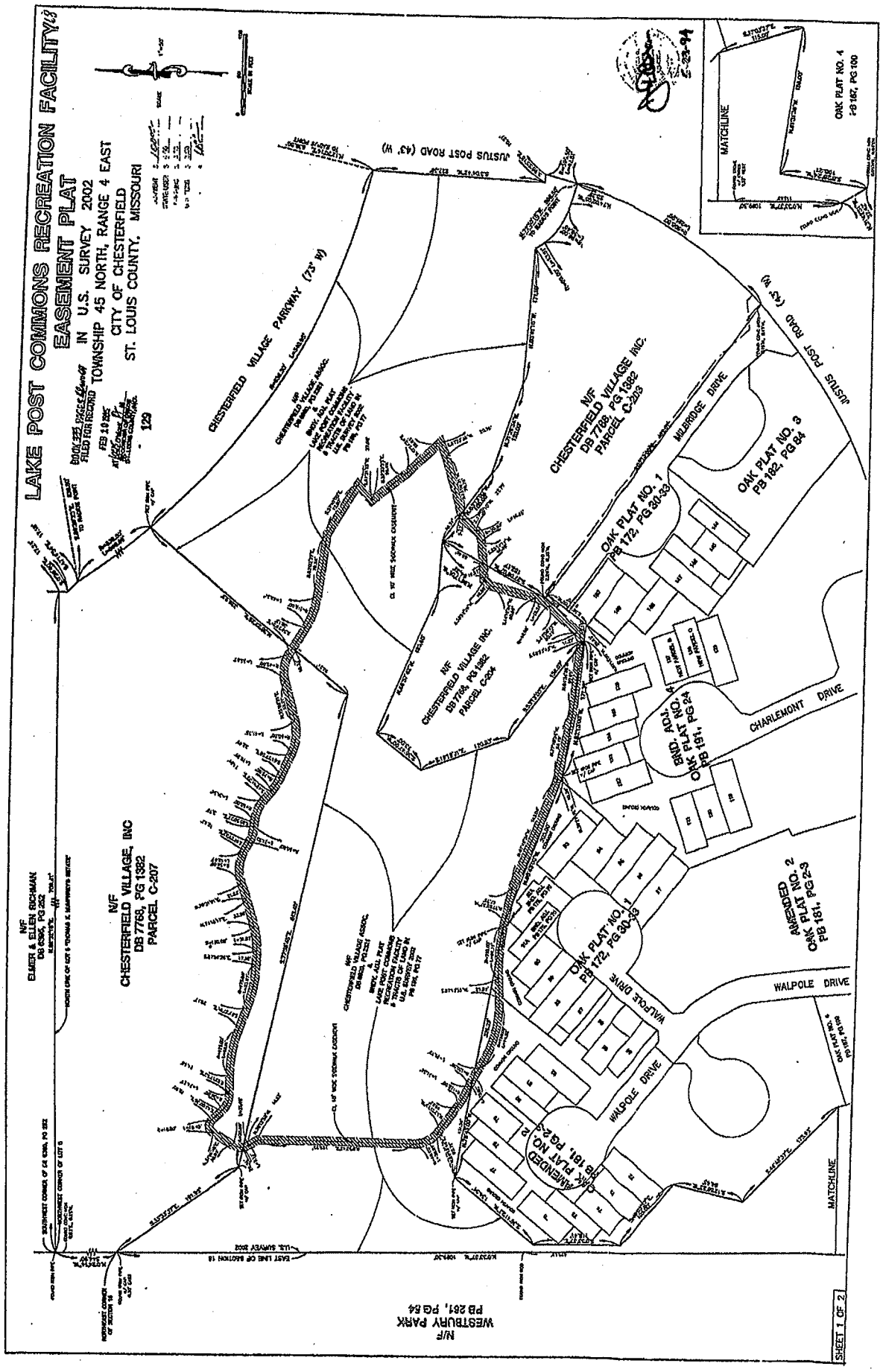
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC : Judith A. Naggiar

My term expires: 01/10/12

JUDITH A. NAGGIAR
MY COMMISSION EXPIRES 01/10/12
NOTARY PUBLIC NOTARY SEAL COMMISSION #08533167
ST. LOUIS COUNTY
STATE OF MISSOURI

"Exhibit A"


LAKE POST COMMONS RECREATION FACILITY
EASEMENT PLAT
IN U.S. SURVEY 2002
TOWNSHIP 45 NORTH, RANGE 4 EAST
CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI
CHESTERFIELD VILLAGE PARKWAY (73' W)
JUSTUS POST ROAD (43' W)
N/F
CHESTERFIELD VILLAGE INC.
DB 7768, PG 1382
PARCEL C-203
N/F
CHESTERFIELD VILLAGE INC.
DB 7768, PG 1382
PARCEL C-204
N/F
CHESTERFIELD VILLAGE, INC
DB 7768, PG 1382
PARCEL C-207
N/F
ELMER & ELLEN RICHMAN
DB 6395, PG 252
N/F
WESTBURY PARK
PB 261, PG 64
OAK PLAT NO. 1
PB 172, PG 30-33
OAK PLAT NO. 3
PB 182, PG 84
OAK PLAT NO. 4
PB 187, PG 100
BND. ADJ.
OAK PLAT NO. 4
PB 191, PG 24
AMENDED
OAK PLAT NO. 2
PB 181, PG 2-3
MILBRIDGE DRIVE
CHARLEMONT DRIVE
WALPOLE DRIVE
MATCHLINE
SHEET 1 OF 2

The Clayton Engineering Company
12733 Olive Blvd., Suite 100
St. Louis, Mo. 63141-6200
(314) 542-0009

This is to certify that we have, at the request of Chesterfield Village Association, prepared an easement plat for tracts of land being the "Boundary Adjustment Plat of Lake Post Commons Recreation Facility" and parts of Oak Plat Numbers 1, 2 and 4 and tracts of land in U.S. Survey 2202, Township 45 North, Range 4 East, in the City of Chesterfield, St. Louis County, Missouri; that we plat it based upon an actual ground survey and the results are as shown.

The Clayton Engineering Company
By: James D. Bohn
Mo. Reg. L.S. #2247

5-23-94

EASEMENT

Chesterfield Village Inc. does hereby grant to Chesterfield Village Association, its members as they exist from time to time, the occupants of property which is now or shall hereafter be subject to the Chesterfield Village Declaration of Residential Covenants and Restrictions, recorded in Book 6939, Page 1716 of the St. Louis County Records, as heretofore or hereafter amended, and the owners or occupants of property which have been, or shall hereafter be, authorized by Chesterfield Village Association to use the Village Properties, as, defined in the said Chesterfield Village Declaration of Residential Covenants and Restrictions, an easement for sidewalk purposes over and upon the ten foot wide cross-hatched strip marked on Parcels C-203 at C-204 on the foregoing Lake Post Commons Recreation Facility Easement Plat.

Chesterfield Village, Inc., for itself and its successors and assigns in ownership of said Parcels C-203 and C-204, does hereby further reserve the right, at its cost, to relocate said sidewalk on said Parcel which shall connect to the then existing sidewalk around the lake. In the event of a relocation, the easement for sidewalk purposes hereinabove granted shall terminate and the grantees of such easement shall be deemed to have been granted an easement for sidewalk purposes over and upon the relocated sidewalk.

Dated this 19th day of December, 1994.

Chesterfield Village, Inc.
By: [signature]
Louis S. Sachs, President

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

On this 19th day of December, 1994, before me personally appeared Louis S. Sachs, to me known, who being by me duly sworn, did say that he is President of Chesterfield Village, Inc., and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and he further acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.
My Commission expires July 3, 1998

[signature]
Notary Public

Maxine A. Mathews
Printed Name of Notary Public

MAXINE A. MATHEWS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires July 3, 1998

EASEMENT

WHEREAS, the undersigned are the duly elected and serving Trustees of Oak Subdivision and, pursuant to the Declaration of Restrictions and by-laws Creating Home Owners Association and Establishing Restrictions for Oak Subdivision, as recorded in Book 6939, Page 1744 of the St. Louis County Records, as heretofore amended, have the right and power to hold the common property, as designated on any recorded final plat of Oak Subdivision and including the right to grant such easements over such common property as they shall deem necessary or appropriate; and

WHEREAS, all of the owners in the several plats of Oak Subdivision are also members of Chesterfield Village Association and, by reason thereof, have rights and easements of enjoyment in and to the Village Properties, including the Lake Post Commons Recreational Facilities; and

WHEREAS, Chesterfield Village Association, as a part of such Lake Post Commons Recreational Facilities, has constructed a sidewalk around Lake Post Commons, a portion of which sidewalk extends into the common ground as designated on the plats of Oak Subdivision, Plats 1, 2 and 4; and

WHEREAS, the undersigned Trustees deem it appropriate to acknowledge said sidewalk as same is located on portions of the common ground within the several plats of Oak Subdivision, and to grant an easement on and over said sidewalk, as hereinafter set forth:

NOW, THEREFORE, the undersigned Trustees do hereby grant to Chesterfield Village Association, its members as they exist from time to time, the occupants of property which is now or shall hereafter be subject to the Chesterfield Village Declaration of Residential Covenants and Restrictions, recorded in Book 6939, Page 1716 of the St. Louis County Records, as heretofore or hereafter amended, and the owners or occupants of property which have been, or shall hereafter be, authorized by Chesterfield Village Association to use the Village Properties, as defined in the said Chesterfield Village Declaration of Residential Covenants and Restrictions, an easement for sidewalk purposes over and upon the ten foot wide cross-hatched strip marked on the common land of Oak Subdivision Plats 1, 2 and 4 on the foregoing Lake Post Commons Recreation Facility Easement Plat.

Trustees of City Subdivision
[signature]
Catherine R. Hounsel
[signature]
Robert Schmacher
[signature]
Ken Fleming

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

On this 6th day of January, 1995, before me personally appeared Catherine R. Hounsel, Robert Schmacher and Ken Fleming, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, as Trustees of Oak Subdivision.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
My Commission expires July 3, 1998

[signature]
Notary Public

Maxine A. Mathews
Printed Name of Notary Public

MAXINE A. MATHEWS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires July 3, 1998

EASEMENT

Chesterfield Village Inc. does hereby grant to Chesterfield Village Association, its members as they exist from time to time, the occupants of property which is now or shall hereafter be subject to the Chesterfield Village Declaration of Residential Covenants and Restrictions, recorded in Book 6939, Page 1716 of the St. Louis County Records, as heretofore or hereafter amended, and the owners or occupants of property which have been, or shall hereafter be, authorized by Chesterfield Village Association to use the Village Properties, as defined in the said Chesterfield Village Declaration of Residential Covenants and Restrictions, an easement for sidewalk purposes over and upon the ten foot wide cross-hatched strip marked as Parcel C-207 on the foregoing Lake Post Commons Recreation Facility Easement Plat, provided that Chesterfield Village, Inc. does hereby reserve the right, for itself, its successors and assigns in ownership of said Parcel C-207 and all persons who may hereafter occupy any part of the said Parcel C-207, the right to use said sidewalk.

Chesterfield Village, Inc., for itself and its successors and assigns in ownership of said Parcel C-207, does hereby further reserve the right, at its cost, to relocate said sidewalk on said Parcel which shall connect to the then existing sidewalk around the lake. In the event of a relocation, the easement for sidewalk purposes hereinabove granted shall terminate and the grantees of such easement shall be deemed to have been granted an easement for sidewalk purposes over and upon the relocated sidewalk.

Dated this 19th day of December, 1994.

Chesterfield Village, Inc.
By: [signature]
Louis S. Sachs, President

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

On this 19th day of December, 1994, before me personally appeared Louis S. Sachs, to me known, who being by me duly sworn, did say that he is President of Chesterfield Village, Inc., and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and he further acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year above written.
My Commission expires July 3, 1998

[signature]
Notary Public

Maxine A. Mathews
Printed Name of Notary Public

MAXINE A. MATHEWS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires July 3, 1998