

BILL NO. 2973

ORDINANCE NO. 2790

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW FOR WELLESLEY PLACE 2<sup>ND</sup> ADDITION, A 2.06 ACRE TRACT OF LAND ZONED "R-2" RESIDENCE DISTRICT, LOCATED ON THE NORTH SIDE OF BROEKER PLACE DRIVE, APPROXIMATELY 100 FEET EAST OF WELLESEY PLACE DRIVE.**

**WHEREAS**, Ellington Homes by McBride, LLC, has submitted for review and approval the Record Plat for Wellesley Place 2<sup>nd</sup> Addition located on the north side of Broeker Place Drive, approximately 100 feet east of Wellesley Place Drive; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 2.06 acre tract of land into three (3) lots to be known as Wellesley Place 2<sup>nd</sup> Addition; and,

**WHEREAS**, the Planning Commission having reviewed the same and has recommended approval there of.

**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 Wellesley Place 2<sup>nd</sup> Addition 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.

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 23<sup>rd</sup> day of April, 2014.

Bob Ration  
MAYOR

ATTEST:

Vickie Hass  
CITY CLERK

**RECEIVED**  
City of Chesterfield  
**APR - 3 - 2014**  
Department of Public Services

**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by  
Ellington Homes by McBride, LLC \_\_\_\_\_, herein called DEVELOPER,

\_\_\_\_\_, herein called ~~ESCROW~~  
~~HOLDER (strike through this party if cash deposited with City)~~, and the City of Chesterfield,

Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
Wellesley Place Second Addition \_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion of said  
improvements, all in accordance with the provisions of said governing ordinance and  
Subdivision Regulations, as amended, will be in the sum of  
Thirteen Thousand Nine Hundred Forty-Eight and 44/100----- DOLLARS  
(\$ 13,948.44 ), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of  
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision  
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of  
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory  
~~construction and maintenance deposit agreements guaranteeing the construction and maintenance~~

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Thirteen Thousand Nine Hundred Forty-Eight and 44/100, DOLLARS (\$ 13,948.44) lawful money of the United States of America by: (check one)

Depositing cash with the City.

Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

Submitting a \_\_\_\_\_ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in Wellesley Place Second Addition Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

~~7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only~~  
release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

~~11. That if DEVELOPER is unable to meet its obligation hereunder or to provide~~  
additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

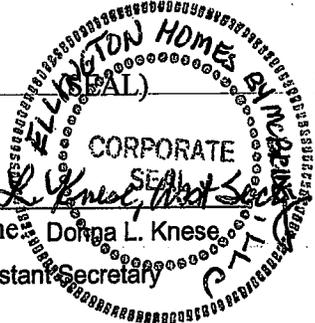
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subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 3rd day of APRIL, 2014.

ATTEST:



BY: Donna L. Knese  
Type Name: Donna L. Knese  
Title: Assistant Secretary

DEVELOPER: Ellington Homes by McBride, LLC

BY: McBRIDE + SON ACQUISITIONS, LLC,  
MANAGER

BY:

Jeff Schindler  
Type Name: Jeff Schindler  
Title: Duly Authorized

Firm Address:  
16091 Swingley Ridge Road, Suite 300  
Chesterfield, MO 63017

ATTEST: (SEAL)

ESCROW HOLDER: N/A

\_\_\_\_\_  
Type Name:  
Title:

BY:

\_\_\_\_\_  
Type Name:  
Title:

Firm Address:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF CHESTERFIELD, MISSOURI**

BY

[Signature]  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.



**CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, ~~did say that he/she~~ is the \_\_\_\_\_(title) of \_\_\_\_\_(name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as \_\_\_\_\_(title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:



# EXHIBIT A

**Attach: Subdivision Deposit Spreadsheet**

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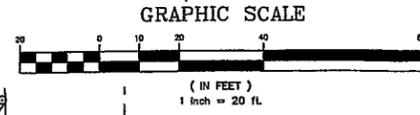
**CONSTRUCTION DEPOSIT**

**SUBDIVISION:** Wellesley Place Second Addition      **DEVELOPER:** McBride & Son Homes  
**PLAT:** 1  
**SUBDIVISION CODE:**  
**NO. LOTS:** 3  
**DATE OF PLAT APPROVAL:**

<b>CATEGORY</b>	<b>DATE OF RELEASE</b>	<b>% RELEASE</b>	<b>ORIGINAL BALANCE</b>	<b>TOTAL RELEASED</b>	<b>TOTAL % RELEASED</b>	<b>CURRENT BALANCE</b>	<b>% REMAINING</b>
<b>SAN. SEWER</b> Original escrow established at 90% of cost			\$9,707.94	\$0.00 \$0.00	0	\$9,707.94	100
<b>MONUMENTS</b>			\$4,240.50	\$0.00 \$0.00	0	\$4,240.50	100
<b>TOTALS</b>			\$13,948.44	\$0.00	0	\$13,948.44	100

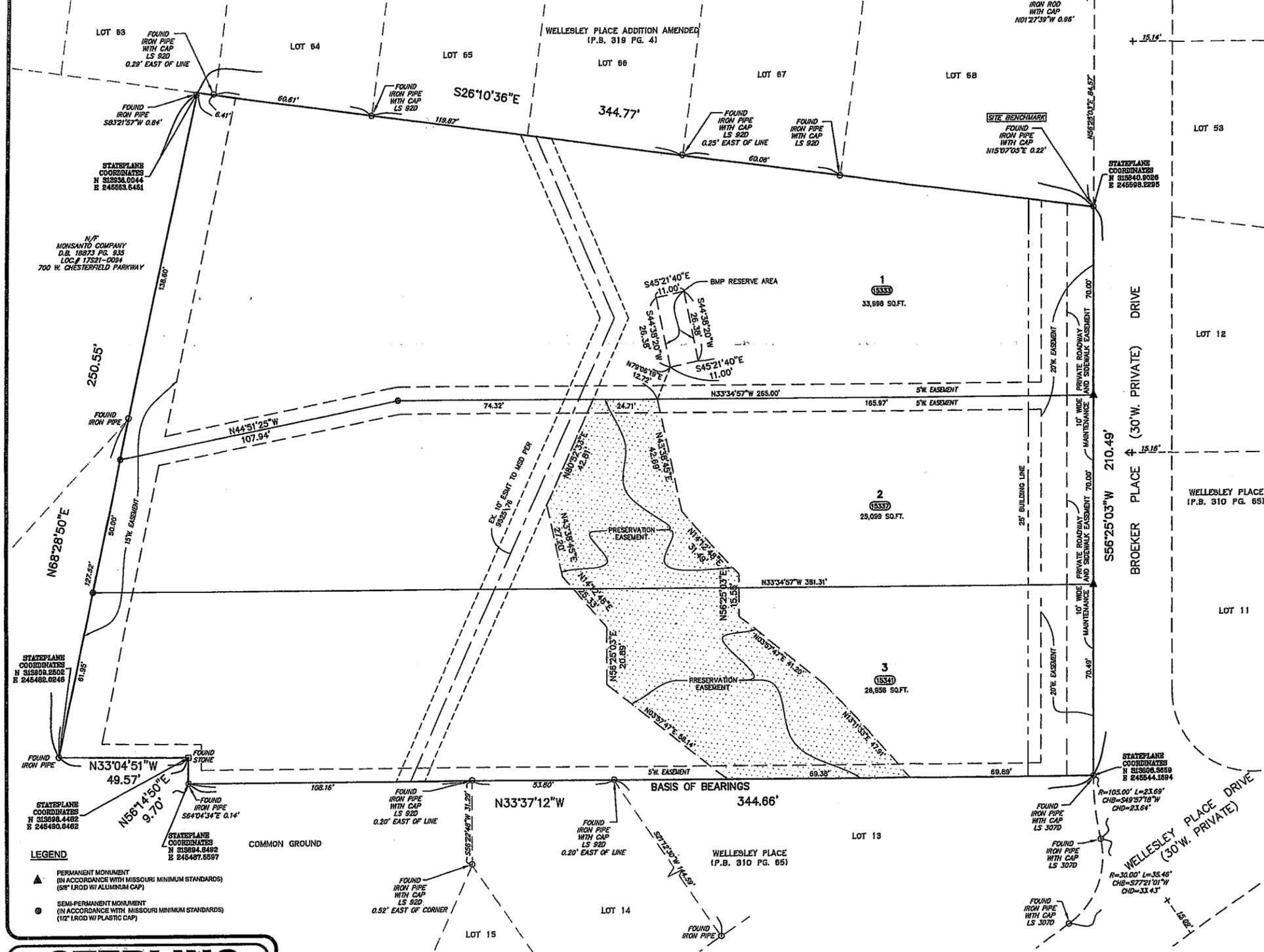
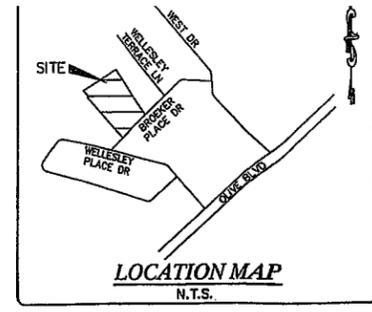
# WELLESLEY PLACE SECOND ADDITION

A TRACT OF LAND BEING ALL OF PARCEL B OF BOUNDARY ADJUSTMENT PLAT OF PART OF LOTS 4 AND 5 OF THE SUBDIVISION OF HUGO ESSEN FARM AND U.S. SURVEY 154 (P.B. 310 PG. 60), LOCATED IN TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



**SITE INFO:**  
 N/W ELLINGTON HOMES BY McBRIDE, LLC  
 D.B. # 18533-0363  
 LOC # 18533-0363  
 BOUNDARY ADJUSTMENT PLAT OF PART OF LOTS 4 AND 5 OF THE SUBD. OF HUGO ESSEN FARM AND U.S. SURVEY 154 PARCEL B (P.B. 310 PG. 60)  
 15333 BROOKER PLACE DRIVE  
 89,052 SQ. FT. / 1.975 AC.

**ZONING INFO:**  
 R-2 RESIDENCE DISTRICT  
 15,000 S.F. MINIMUM LOT SIZE  
 FRONT YARD SETBACK=25'  
 SIDE YARD SETBACK=10'  
 REAR YARD SETBACK=15'  
 HEIGHT RESTRICTIONS=45' OR 3 STORIES



### OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HERIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "WELLESLEY PLACE SECOND ADDITION".

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY GRANTED TO CITY OF CHESTERFIELD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, LACLEDE GAS COMPANY, AMEREN UE, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., D/B/A AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE 10 FOOT WIDE PRIVATE ROADWAY MAINTENANCE AND SIDEWALK EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE TRUSTEES OF THE WELLESLEY PLACE SUBDIVISION.

BMP (BEST MANAGEMENT PRACTICES): THE STORMWATER BMP RESERVE AND PRESERVATION AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICES). THE RESERVED AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, AS RECORDED IN THE ST. LOUIS COUNTY RECORDS IN DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OR AS AMENDED THEREAFTER.

THE PROPERTY OWNERS AND THEIR SUCCESSORS AND ASSIGNS, SHALL BE OBLIGATED TO MAINTAIN, REPAIR, CONSTRUCT, IMPROVE AND OPERATE THE BMP MANAGEMENT AREA AND PRESERVATION AREAS LOCATED ON EACH RESPECTIVE PARCEL AS SHOWN ON THIS PLAT.

THE PRESERVATION EASEMENTS AS SHOWN HEREON SHALL NOT BE DISTURBED NOR SHALL THEY HAVE ANY IMPROVEMENTS CONSTRUCTED UPON THEM EXCEPT AS EXPRESSLY PERMITTED BY THE METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD). REQUESTS TO PERFORM TREE REMOVAL, CLEARING, GRADING, PLACEMENT OF FENCES, POOLS, ACCESSORY STRUCTURES, DECKS, PATIOS, RETAINING WALLS, FIRE PITS, ETC. SHALL BE SUBMITTED TO MSD FOR REVIEW.

THIS SUBDIVISION IS SUBJECT TO THE DECLARATION, CONDITIONS AND RESTRICTIONS FOR WELLESLEY PLACE AS SAID DECLARATION IS FILED IN DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY, MISSOURI'S RECORDER OFFICE.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

ELLINGTON HOMES BY McBRIDE, LLC

BY: \_\_\_\_\_

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

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BEFORE ME APPEARED \_\_\_\_\_ TO BE PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS THE \_\_\_\_\_ OF ELLINGTON HOMES BY McBRIDE, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS MEMBERS, AND SAID \_\_\_\_\_ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

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

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

STATEMENT OF STATE PLANE COORDINATE TIE:  
 STATE PLANE COORDINATES WERE DETERMINED ON NOVEMBER 14, 2013 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MGS AND A PID OF BLS50 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) COORDINATE VALUES OF NORTH (N) = 30284569 METERS AND EAST (E) = 23367391 METERS. WE REPRESENT HEREOF THAT THESE STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 30-16, EFFECTIVE AT THE DATE OF THIS SURVEY) AS AN "SUBURBAN PROPERTY" RELATIVE TO STATION M051.

AVERAGE COMBINED GRID FACTOR = 0.999908475 (1 METER = 3.28083333 FEET)

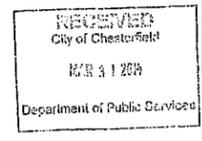
**SURVEYOR'S CERTIFICATION:**  
 ORDER NUMBER: 13-10-362  
 THE STERLING COMPANY  
 5055 NEW BAUMGARTNER ROAD  
 ST. LOUIS, MISSOURI 63129  
 (314) 487-0440

THIS IS TO CERTIFY THAT WE HAVE, DURING THE MONTH OF SEPTEMBER, 2013, MADE A BOUNDARY SURVEY AND DURING THE MONTH OF NOVEMBER, 2013, PREPARED A SUBDIVISION PLAT, BY THE ORDER OF ELLINGTON HOMES BY McBRIDE, LLC, OF "A TRACT OF LAND BEING ALL OF PARCEL B OF BOUNDARY ADJUSTMENT PLAT OF PART OF LOTS 4 AND 5 OF THE SUBDIVISION OF HUGO ESSEN FARM AND U.S. SURVEY 154 (P.B. 310 PG. 60), LOCATED IN TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI" AND THE SAID RESULTS OF THE SURVEY AND SUBDIVISION PLAT ARE SHOWN HEREON. THIS SURVEY MEETS THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 2030-16, EFFECTIVE AS OF THE DATE OF THIS SURVEY) AS AN "URBAN PROPERTY".

IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS 31<sup>ST</sup> DAY OF MARCH, 2014.

THE STERLING COMPANY  
 MO. REG. 307-D

JAMES A. HENSON, P.L.S.  
 MO. REG. L.S. #2007017963  
 DATE 3/31/14



**THE STERLING CO.**  
**ENGINEERS & SURVEYORS**  
 5055 NEW BAUMGARTNER ROAD  
 ST. LOUIS, MISSOURI 63129  
 (314) 487-0440, FAX 487-8944  
 E-Mail: Sterling@sterling-eng-survey.com

DRAWN BY:	TJH	MSD P# - 28499-01
CHECKED BY:	JAH	DATE: 11/14/13
JOB NO.:	13-10-362	MINOR SUBDIVISION PLAT

**CITY CERTIFICATE**  
 THIS IS TO CERTIFY THAT THE RECORD PLAT OF WELLESLEY PLACE SECOND ADDITION WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR  
 VICKIE HAAS, CITY CLERK

**SURVEYOR'S NOTES**

- THIS TRACT CONTAINS 86,052 SQUARE FEET OR 1.975 ACRES, MORE OR LESS.
- BASIS OF BEARINGS: NORTH 33°37'12" WEST AS SHOWN ON THE RECORD PLAT OF WELLESLEY PLACE RECORDED IN PLAT BOOK 310, PAGE 65 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
- SOURCE OF RECORD TITLE: ELLINGTON HOMES BY McBRIDE, LLC IS DESCRIBED AS THE OWNER OF THE REAL PROPERTY AS RECORDED IN DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
- THE PROFESSIONAL WHOSE SEAL AND SIGNATURE APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PAGE REFERS.
- PERMANENT AND SEMI-PERMANENT MONUMENTS SHOWN ON THIS PLAT WILL BE SET WITHIN TWELVE (12) MONTHS.

**TITLE NOTES**

FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT PROVIDED BY TITLE PARTNERS AGENCY, LLC, AS AGENT FOR OLD REPUBLIC TITLE COMPANY OF ST. LOUIS, WITH A COMMITMENT FILE NUMBER OF KEE-13-138746. THE NOTES REGARDING SCHEDULE B, SECTION II OF ABOVE COMMITMENT ARE AS FOLLOWS:

ITEMS 1-5: GENERAL EXCEPTIONS NOT PERTAINING TO SURVEY - NO COMMENT BY SURVEYOR.

ITEM 6: BOUNDARY LINES ACCORDING TO PLAT BOOK 310 PAGE 60 AND 61 AND ANY SUBSEQUENT AMENDMENTS. PLAT BOOK 310 PAGES 60-61 DOES NOT CREATE ANY BUILDING LINES OR EASEMENTS AND NO REFERENCE IS MADE ON THE PLAT OF ANY RECORDED CONDITIONS, RESTRICTIONS AND/OR POWERS OF TRUSTEES.

ITEM 7: INTENTIONALLY DELETED

ITEM 8: EASEMENT GRANTED TO MSD ACCORDING TO INSTRUMENT RECORDED IN BOOK 9525 PAGE 76 OF THE ST. LOUIS COUNTY RECORDS AFFECTS THE SUBJECT TRACT AND IS SHOWN HEREON.

