



TENTATIVE AGENDA

**City of O'Fallon
PLANNING AND ZONING COMMISSION
O'Fallon Municipal Centre
100 North Main Street
O'Fallon, Missouri 63366
November 5, 2026
Pre-Meeting (Council Chambers) 6:30 p.m.
Meeting (Council Chambers) 7:00 p.m.**

**IF YOU WISH TO SPEAK DURING CITIZEN COMMENTS AND/OR FOR AN ITEM
WITH A PUBLIC HEARING/COMMENT,
SPEAKER CARDS ARE PROVIDED AT THE ENTRANCE OF THE CHAMBERS.
SPEAKER CARDS MUST BE FILLED OUT
AND TURNED INTO THE CHAIRPERSON PRIOR TO THE START OF THE
MEETING.**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. APPROVAL OF THE AGENDA**
- E. CITIZENS COMMENTS**
- F. OLD BUSINESS**
- G. NEW BUSINESS**
 - 1. 8485 Mexico Road - Texas Roadhouse**

- a. **(25-013144) - Public Hearing for a Preliminary Plat for 8485 Mexico Road (Texas Roadhouse)**

TO SPEAK DURING THIS PUBLIC HEARING YOU WILL NEED TO TURN IN A SPEAKER CARD TO THE CHAIRPERSON PRIOR TO THE START OF THE MEETING

- b. **(25-013144) Request for Consideration and Motion of Action on a Preliminary Plat for 8485 Mexico Road (Texas Roadhouse) - Atticus Jesse, LLC, property owner** - proposed use: two (2) lot commercial subdivision for parking lot expansion that will be accessed through the Texas Roadhouse property

2. Appendix B - Fee Updates

- a. **Public Hearing for Title IV; Land Use, Appendix B**

TO SPEAK DURING THIS PUBLIC HEARING YOU WILL NEED TO TURN IN A SPEAKER CARD TO THE CHAIRPERSON PRIOR TO THE START OF THE MEETING

- b. **Consideration and Recommendation to the City Council Regarding an Ordinance amending Title IV; Land Use, Appendix B**

H. CONSENT CALENDAR

1. **Motion for Recommendation to the City Council regarding the following items relating to easements, right-of-way, or other public facilities or interests**

- Stormwater Management and Best Practices Facilities Maintenance Agreement - Stonebridge Commons - 55 Heritage Grove Court
- Easement and Maintenance Agreement - Vet Mem PKWY Westchester

I. ALL OTHER ITEMS AS THEY MAY ARISE

1. **City Council Action Update**

J. ADJOURN

Posted this 30th day of October, 2026

**Tracy Coffman,
Recording Secretary**

Notice is hereby given that, subject to a motion duly made and adopted, the Planning and Zoning Commission of the City of O'Fallon, Missouri may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: 610.021(1) Legal Actions, Causes of Actions, Litigations or Privileged Communications between the City's representatives and its attorneys. If you need special accommodations to attend a Planning and Zoning Commission meeting, please call the ADA Coordinator, Tanya Davies at 636-379-5511 or email tdavies@ofallonmo.gov at least 48 hours notice prior to the meeting.



City of O'Fallon, Missouri

Memorandum

Planning and Zoning Commission

G. 1. a.

Meeting Date: 11/05/2026

Re: Public Hearing for a Preliminary Plat for 8485 Mexico Road (Texas Roadhouse)

From: Tracy Coffman, Planning Specialist for Planning & Development

Department: Planning and Development

Agenda Category: New Business

Item:

This is a Public Hearing for a Preliminary Plat for 8485 Mexico Road (Texas Roadhouse).



City of O'Fallon, Missouri

Memorandum

Planning and Zoning Commission

G. 1. b.

Meeting Date: 11/05/2026

Re: Preliminary Plat for 8485 Mexico Road (Texas Roadhouse)

From: Tracy Coffman, Planning Specialist for Planning & Development

Department: Planning and Development

Agenda Category: New Business

Item:

This is a Preliminary Plat for 8485 Mexico Road (Texas Roadhouse).

Recommendation:

Staff Report is attached.

Attachments

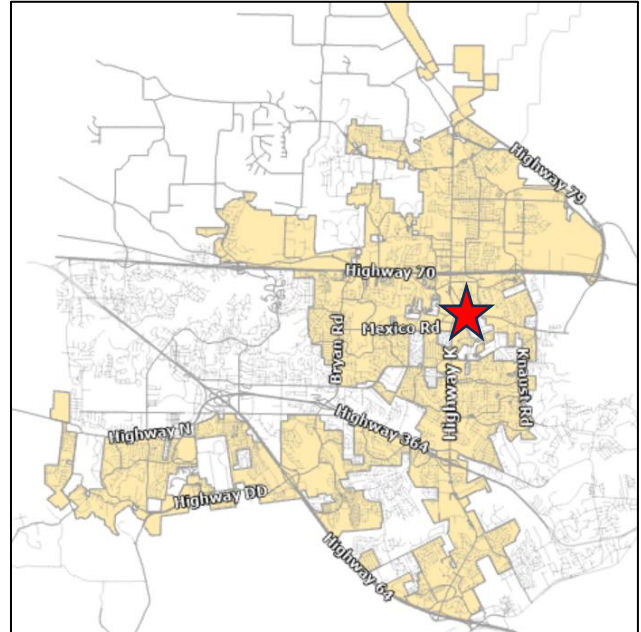
Staff Report
Site Location Map
Property Owner Notification List
Preliminary Plat
Details
Draft Deed Restriction



O'Fallon Planning and Zoning Commission Meeting
O'Fallon Municipal Centre Council Chambers
100 North Main Street, O'Fallon, MO 63366

Project Summary:

Meeting Date:	November 5, 2026
Case Number:	26-003276
Location of Subject Property:	8485 Mexico Road
Action Requested:	Approval of a Preliminary Plat for a 2-lot subdivision
Recommendation:	Approval
Final Action:	Planning and Zoning Commission
Related Applications:	None
Staff Contact:	Ethan Hendricks ehendricks@ofallonmo.gov 636-379-5467



Applicant Summary:

Applicant and Engineer:	Brandon Goldberg - GreenbergFarrow 21 South Evergreen Avenue Arlington Heights, IL 60005
Property Owner of Record:	Atticus Jesse, LLC 2020 Mezes Ave. Belmont, CA 94002

Subject Property Datum:

Parcel Size:	2.95 acres	Current Zoning:	C-2/General Business District
Comprehensive Plan Designation:	The Comprehensive Plan's Future Land Use Map depicts this parcel as suitable for retail/office uses.		
Proposed Use of Subject Property:	The applicant is proposing to split the lot into two pieces. One piece will be for the existing single-family home and the second will be for the parking lot that is under construction that will serve the Texas Roadhouse restaurant.		
Adjacent Parcel Data:	North	C-2	Texas Roadhouse
	South	Unincorporated	Single Family Residential
	East	ROW	White Oak Lane
	West	C-2	Lowe's

O'Fallon Planning and Zoning Commission Report

Preliminary Plat Component Details:

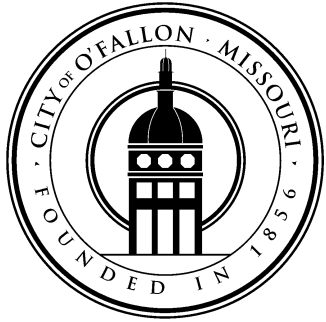
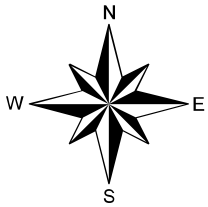
General Information:	The applicant is proposing to subdivide the lot into 2 lots for a parking lot addition. Parking Lot Area: 0.93 acres Single Family Home Area: 2.02 acres
Access to Property:	Access is provided from the existing Texas Roadhouse lot. Because it does not have access to a public street, the applicant will need to provide a deed restriction stating this property can only be used as a parking lot.
Legal Description:	Provided.

The photograph shows the Public Meeting sign on the subject property.



Staff Recommendation:

Staff is recommending <u>approval</u> of the Preliminary Plat based on the following findings and condition:	
Findings:	1. The proposed subdivision complies with the requirements of properties zoned C-2. 2. The proposed use is compatible with the adjacent commercial use.
Condition:	1. Staff has received a draft of a deed restriction to limit this property to only be used as a parking lot serving the adjacent restaurant. This deed restriction shall be reviewed and recorded prior to approval of a record plat.

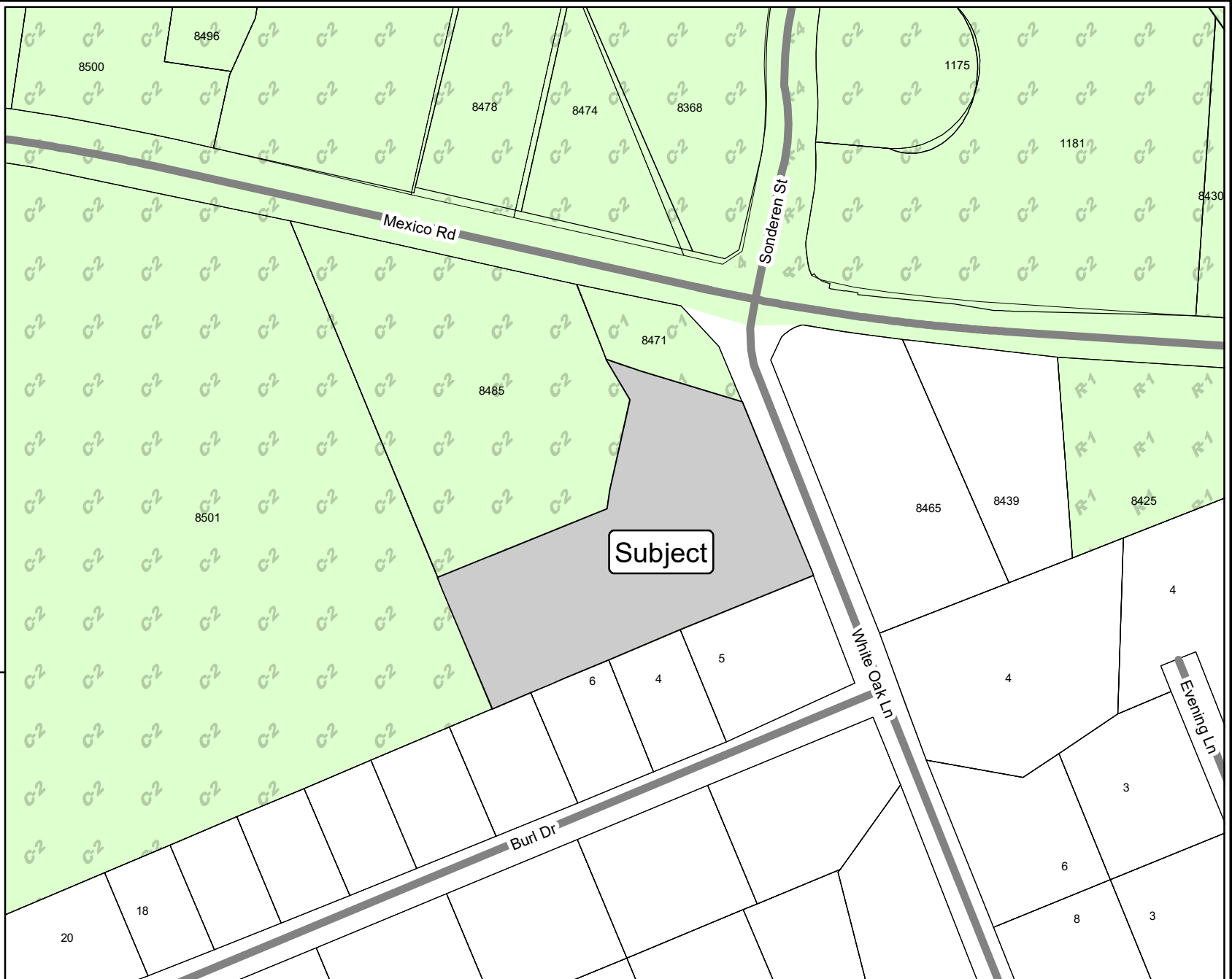


Legend

 Subject Property Location

C-2 Area Zoning Designation

 O'Fallon City Limits



3 White Oak Lane

Owner	SiteAddress	City_State_Zip
WICKED LOX PROPERTIES LLC	8471 MEXICO RD	ST PETERS MO, 63376
LOWES COMPANIES OF 1057	8501 MEXICO RD	ST PETERS MO, 63376
LOWES COMPANIES OF 1057	PO BOX 1000	MOORESVILLE NC, 28115
GONZALEZ DIAZ JOSE OSMAN	8478 MEXICO RD	ST PETERS MO, 63376
GONZALEZ DIAZ JOSE OSMAN	1242 CASHMERE LN	ST PETERS MO, 63376
DIAZ JOSE OSMAN GONZALES	8474 MEXICO RD	ST PETERS MO, 63376
DIAZ JOSE OSMAN GONZALES	1242 CASHMERE LN	ST PETERS MO, 63376
KOESTER FRANKLIN E*KOESTER JUDY D	4 BURL DR	ST PETERS MO, 63376
HALL ROBERT W	6 BURL DR	ST PETERS MO, 63376
BERRY WILLIAM	12 BURL DR	ST PETERS MO, 63376
MARIGOLD VENTURES LLC	14 BURL DR	ST PETERS MO, 63376
MARIGOLD VENTURES LLC	16 APPALOOSA CT	WENTZVILLE MO, 63385
THOMECZEK RUSSELL*THOMECZEK CANDIS	10 BURL DR	ST PETERS MO, 63376
BERRY WILLIAM	8 BURL DR	ST PETERS MO, 63376
VEIT RAYMOND*VEIT LISA	5 WHITE OAK LN	ST PETERS MO, 63376
ESHELMAN ROBERT*WAGNER MADELINE	8465 MEXICO RD	ST PETERS MO, 63376
GIERTEN MICHAEL	8439 MEXICO RD	ST PETERS MO, 63376
KOHLFELD JAMES*KOHLFELD PATSY	4 WHITE OAK LN	ST PETERS MO, 63376
GROSWALD VICTORIA DENAE*MORAN JAMES E	1 BURL DR	ST PETERS MO, 63376
QUEATHEN CORDELL V JR	3 BURL DR	ST PETERS MO, 63376
KIPHART SYLVIA O	5 BURL DR	ST PETERS MO, 63376
DEE PATRICIA	7 BURL DR	ST PETERS MO, 63376
INVESTORS LANDS HOLDING OF OFALLON LLC	1181 SONDEREN ST	ST PETERS MO, 63376
INVESTORS LANDS HOLDING OF OFALLON LLC	7560 RIVER RD	FLUSHING MI, 48433
HVS PROPERTIES LLC	1190 SONDEREN ST	ST PETERS MO, 63376
HVS PROPERTIES LLC	2824 S POINT PRAIRIE RD	WENTZVILLE MO, 63385

CEDAR HILL ACRES LOT 2 RESUBDIVISION PRELIMINARY PLAT

LOT 2, CEDAR HILL ACRES RESUBDIVISION PLAT
O'FALLON, COUNTY OF ST. CHARLES, MISSOURI

FLOOD STATEMENT:

THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYED PROPERTY LIES WITHIN FLOOD HAZARD ZONE "OTHER AREAS ZONE X" AS SAID PROPERTY PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP NUMBER 29183C0237G REVISED DATE JANUARY 20, 2016.

RECORD DESCRIPTION (DEED BOOK 1424, PAGE 81):

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, AND 16 OF CEDAR HILL ACRES SUBDIVISION, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI, AS PER PLAT THEREOF RECORDED AT PLAT BOOK NO. 6, PAGE 85 OF THE RECORDER OF DEEDS OFFICE OF ST. CHARLES COUNTY, MISSOURI, A SUBDIVISION IN ST. CHARLES COUNTY, MISSOURI, SAID STREET AS PLATTED IS NOT DEDICATED AS PUBLIC STREET.

A PARCEL OF LAND IN U.S.S. SURVEY 1766, TOWNSHIP 47 NORTH, RANGE 3 EAST, FRONTING ONE HUNDRED (100) FEET ON THE SOUTHWESTERN SIDE OF THE MEXICO ROAD AND EXTENDING SOUTHWARDLY, WITH EVEN WIDTH ONE HUNDRED THIRTY (130) FEET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT IN THE SOUTHWESTERN LINE OF MEXICO ROAD, SAID POINT BEING THE NORTHEAST CORNER OF LOT 15 OF CEDAR HILL ACRES SUBDIVISION SAID LOT IS SHOWN ON THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 6, PAGE 85 IN THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE SOUTH 72 DEGREES 43' EAST, 100 FEET TO A POINT; THENCE SOUTH 21 DEGREES 22' EAST, 130.00 FEET; THENCE NORTH 72 DEGREES 34' WEST, 100 FEET TO A POINT; THENCE NORTH 21 DEGREES 22' WEST, 130.00 TO THE POINT OF BEGINNING.

TITLE COMMITMENT "EXHIBIT A" DESCRIPTION:

LOT 2 OF CEDAR HILL ACRES RESUBDIVISION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2022R-020936 OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS;

EXCEPTING THEREFROM THAT PART FORMERLY KNOWN AS LOTS 10 AND 11 OF CEDAR HILL ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 85 OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS.

SURVEYED PROPERTY DESCRIPTION:

THAT PORTION OF LOT 2, CEDAR HILL ACRES RESUBDIVISION PLAT, RECORDED IN BOOK 2022R AT PAGE 020936 IN THE RECORDER OF DEEDS OFFICE, LOCATED IN THE COUNTY OF ST. CHARLES, STATE OF MISSOURI BEING DESCRIBED BY JASON R. LOADER, PLS 2010018904 ON OCTOBER 1, 2025 AS FOLLOWS:

COMMENCING AT THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ON THE WESTERLY LINE OF SAID LOT 2, N 22°09'49" W 219.32 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID CEDAR HILL ACRES RESUBDIVISION PLAT; THENCE ON THE SOUTHERLY LINE OF SAID LOT 1, N 67°50'30" E, 260.78 FEET; THENCE S 12°47'49" W 267.90 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE ON SAID SOUTHERLY LINE, S 67°50'19" W, 32.75 FEET; THENCE CONTINUING ON SAID SOUTHERLY LINE, S 68°01'56" W, 74.53 FEET TO THE POINT OF BEGINNING. CONTAINS 0.93 ACRES MORE OR LESS

END OF DESCRIPTION

ZONING:

EXISTING ZONE: C-2

PROPOSED USE - PARKING LOT

MINIMUM YARD REQUIREMENTS:

FRONT - 25 FEET

SIDE - NO SIDE YARD IS REQUIRED EXCEPT THAT WHERE A SIDE LINE OF A LOT IN THIS DISTRICT ABUTS THE SIDE LINE OF A LOT IN ANY RESIDENTIAL OR OFFICE DISTRICT, A SIDE YARD SHALL, THEN BE PROVIDED THE SAME AS REQUIRED IN THE DISTRICT IT ABUTS. A SIDE YARD OF NOT LESS THAN TWENTY-FIVE (25) FEET SHALL BE PROVIDED ON THE STREET SIDE OF A CORNER LOT.

REAR - NO REAR YARD IS REQUIRED EXCEPT THAT WHERE A REAR LINE OF A LOT IN THIS DISTRICT ABUTS LOTS ZONED RESIDENTIAL OR OFFICE A REAR YARD OF NOT LESS THAN TEN (10) FEET SHALL BE PROVIDED.

HEIGHT RESTRICTIONS: 50 FEET OR 3 STORIES

PARKING REQUIREMENTS: 20 SPACES, PLUS 1 SPACE PER 100 SQUARE FEET OF FLOOR AREA, INCLUDING OUTDOOR PATIO SPACE

GENERAL NOTES:

1. SKYLIGHT TOWER AN AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES

COMMITMENT NO: NCS-1727884-CLE

LOT 2 OF CEDAR HILL ACRES RESUBDIVISION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2022R-020936 OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS;

EXCEPTING THEREFROM THAT PART FORMERLY KNOWN AS LOTS 10 AND 11 OF CEDAR HILL ACRES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 85 OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS.

& FIRST AMERICAN TITLE INSURANCE COMPANY

FILE NO: NCS-1062665-CLE

LOT 1 OF CEDAR HILL ACRES RESUBDIVISION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2022R-020936 OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS.

2. PROPERTY ADDRESSES:

LOT 1: 8485 MEXICO RD, ST. PETERS, MO 63366

LOT 2: 3 WHITE OAK LANE, ST. PETERS, MO 63376

SURVEY REFERENCE:

1. CEDAR HILL ACRES RESUBDIVISION PLAT RECORDED IN BOOK 2022R PAGE 020936.

2. AS-BUILT SURVEY PERFORMED BY CBRE, WITH PROJECT NO. 57103, DATED JULY 3, 2023 AND UPDATED AUGUST 18, 2023.

3. QUIT CLAIM DEED RECORDED AS BOOK 2180 PAGE 731.

BASIS OF BEARINGS:

THE BASIS FOR ALL BEARINGS SHOWN HEREON IS GEODETIC NORTH BASED ON A STATIC GPS SESSION. A REFERENCE LINE IS THE NORTHERLY LINE OF THE SUBJECT PROPERTY, KNOWN AS BEING SOUTH 77°03'22" EAST. AS PER AS-BUILT SURVEY DONE BY CBRE, DATED JULY 3, 2023 AND UPDATED AUGUST 18, 2023.

SITE COVERAGES:

PERVIOUS = 67,060 SF

PERVIOUS = 12,433 SF

BENCHMARKS:

BM #2: ON-SITE BENCHMARK, SET "X" CUT AT 532.58' ELEVATION (NAVD83) PER AS-BUILT SURVEY DONE BY CBRE, DATED JULY 3, 2023 AND UPDATED AUGUST 18, 2023.

BM #61: CHISELED "SQUARE" ON BACK OF CURB AT SOUTH END RADIUS OF SOUTHWEST DRIVE ENTRANCE ELEV=536.65

BM #62: CHISELED "SQUARE" ON LIGHT POLE BASE, SOUTH SIDE OF PARKING LOT, 1ST LIGHT POLE FROM EAST. ELEV=536.98

APPLICANT/ENGINEER:
GREENBERG FARROW
BRANDON GOLDBERG
21 SOUTH EVERGREEN AVENUE
ARLINGTON HEIGHTS, IL 60005

OWNER:
ATTICUS JESSE, LLC
2020 MEZES AVE
BELMONT, CA 94002



KAW VALLEY ENGINEERING

2378 NORTH JACKSON | P.O. BOX 1304
JUNCTION CITY, KANSAS 66441
PH. (785) 762-5040
j@kvweng.com | www.kvweng.com

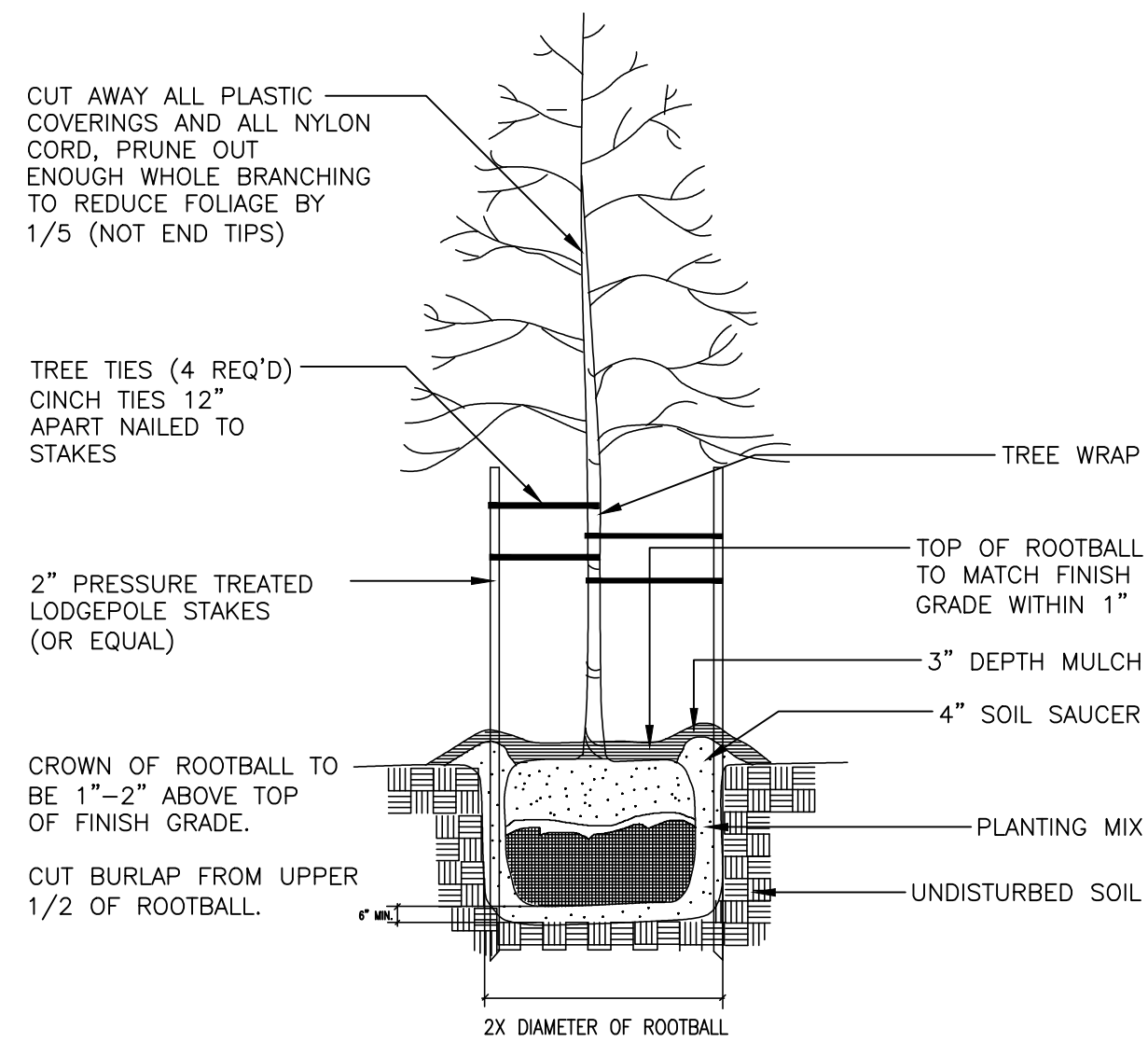
PROJECT: 8485 MEXICO ROAD
O'FALLON, MISSOURI

PREPARED FOR: GREENBERG FARROW ARCHITECTURE, INC.
8600 W BRYN MAWR AVENUE, SUITE 300
CHICAGO, ILLINOIS 60631

REVISIONS:
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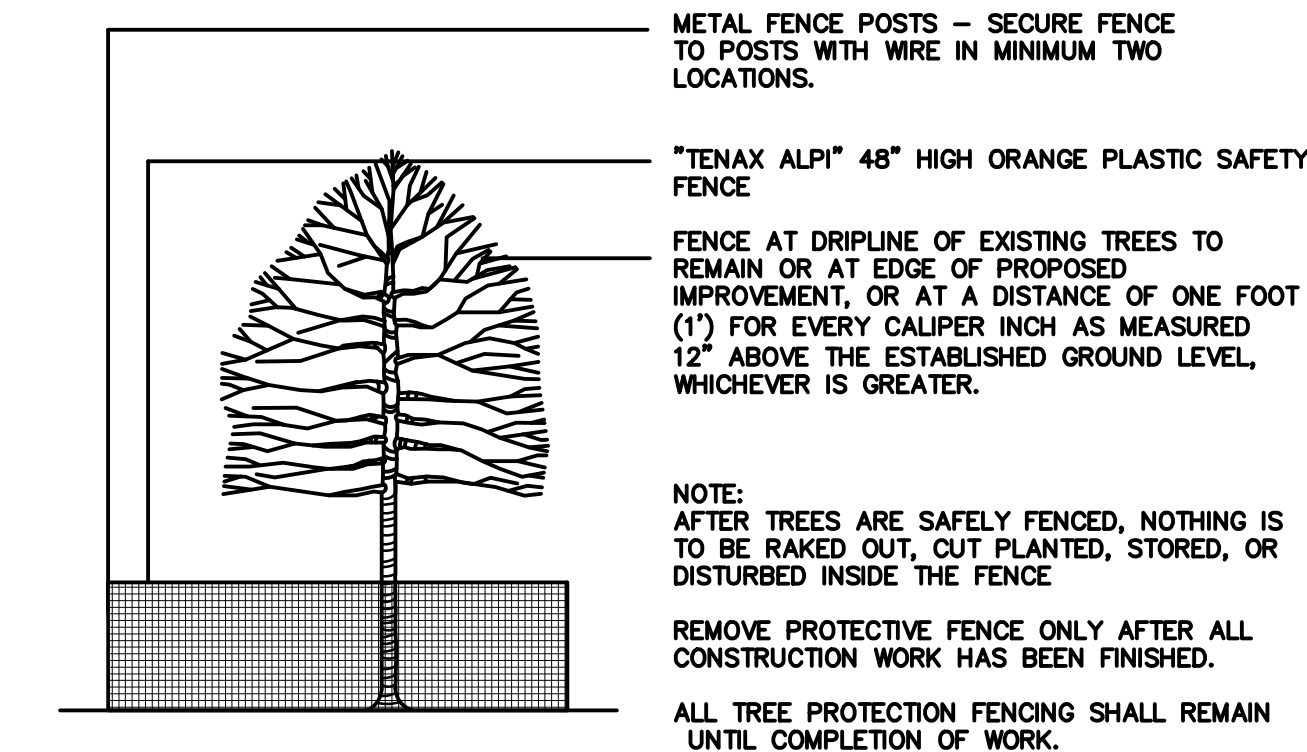
Drawing Name: P:\2024\2024-2440\2440_Landscape_Plan\2024-2440_LandscapePlan.dwg User: MADDUX Date: 15, 2025 - 10:10am Plotted by: djm

LANDSCAPE PLAN



1 TREE PLANTING DETAIL
NOT TO SCALE

329343.39-01



NOTES:

1. NO STORAGE OF MATERIALS OR SPOILS INSIDE FENCE
2. FENCE SHALL REMAIN IN PLACE UNTIL FINAL GRADING/LANDSCAPING
3. NO REMOVAL/GRADING WITHIN DRIPLINE/FENCING OTHER THAN ±2" FOR FINISH GRADING.
4. ANY DEAD WOOD IS TO BE PRUNED FROM TREES TO REMAIN PRIOR TO FINAL ACCEPTANCE.

2 TREE PRESERVATION AND PROTECTION
NOT TO SCALE

LANDSCAPE CALCULATIONS

SECTION 402.170 B 2 a - PLANTING REQUIREMENTS WITHIN PARKING AND V.U.A.

REQUIREMENT	AREA / MEASUREMENT	REQUIRED	PROVIDED
NOT LESS THAN 6% OF INTERIOR PARKING LOT SHALL BE LANDSCAPED	270(78) STALLS = 21,060 21,060(.06) = 1264SF	1,264 SF 6%	3,194 SF 15%

SECTION 402.180 BUFFER/YARDS

REQUIREMENT	AREA/MEASUREMENT	REQUIRED	PROVIDED
PROPERTY ZONING C-1 RESTRICTED BUSINESS	NORTH BOUNDARY LINE ABUTS C-2	NO BUFFER REQ'D	NO BUFFER REQ'D.
	WEST BOUNDARY LINE ABUTS C-2	NO BUFFER REQ'D	NO BUFFER REQ'D
	EAST BOUNDARY LINE ABUTS C-1	NO BUFFER REQ'D	NO BUFFER REQ'D
	SOUTH BOUNDARY LINE ABUTS RESIDENTIAL	THREE (3) TREES TEN (10) SHRUBS	THREE (3) TREES TEN (10) SHRUBS

Now or Formerly:
ROBERT W. HALL
Bk.3995 Pa.1275



PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	HEIGHT
TREES							
	AA	11	ACER RUBRUM 'ARMSTRONG' STRONG CENTRAL LEADER	ARMSTRONG RED MAPLE	B & B	2.5" CAL.	10'-12' HT.
	TC	6	TILIA CORDATA STRONG CENTRAL LEADER	LITTLELEAF LINDEN	B & B	2.5" CAL.	10'-12' HT.
SHRUBS							
	TT	10	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	B & B	6' HT. MIN.	
SOD							
	FX	12,111 SF	TURF	TURF-TYPE TALL FESCUE			

GENERAL NOTES:

1. GRAPHIC SYMBOLS TAKE PRECEDENCE OVER WRITTEN QUANTITIES AND KEYS ON PLAN.
2. CONTRACTOR TO REPAIR AND REPLACE ANY PLANT MATERIAL DAMAGED BY THIS CONSTRUCTION OUTSIDE PROJECT LIMITS. ANY EXISTING PLANT MATERIAL DAMAGED BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIAL OF SIMILAR SPECIES AND SIZE AT THE CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO OWNER OR TENANT.
3. CONTRACTOR TO EXTEND UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE OF ALL NEW PLANTED AREAS. SHRUB BEDS AND LAWN AREAS TO BE ON SEPARATE ZONES. IRRIGATION SYSTEM TO BE DESIGN AND INSTALLED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.

REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION
1	INSTALL SOD COMMON TO SITE AND LOCALITY
2	ANY DAMAGE TO ADJACENT PROPERTY OR AREAS OF WORK BY OTHERS IS TO BE REPAIRED TO ITS ORIGINAL CONDITION WITH NO ADDITIONAL COST TO THE OWNER.

MAINTENANCE OF LANDSCAPING:

THE OWNER, TENANT, OR AGENT, IF ANY, SHALL BE RESPONSIBLE FOR PROVIDING, PROTECTING AND MAINTAINING ALL LANDSCAPING IN HEALTHY GROWING CONDITIONS, REPLACING IT WHEN NECESSARY TO ENSURE CONTINUOUS CONFORMANCE WITH THESE GUIDELINES AND KEEPING IT FREE FROM REFUSE AND DEBRIS. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL WITHIN THE GUARANTEED CONTRACT PERIOD.

GENERAL NOTES:

LANDSCAPE PLANTING

1. THE LANDSCAPE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE CONDITIONS AND VERIFY THEM TO HIS SATISFACTION. THE LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE CONDITIONS AND DO THE WORK SPECIFIED WITHOUT ADDITIONAL COMPENSATION FOR POSSIBLE VARIATION FROM GRADES AND CONDITIONS SHOWN.
2. PRIOR TO CONSTRUCTION THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND HALL AVOID DAMAGE TO ALL UTILITIES DURING CONSTRUCTION. SHOULD THE LANDSCAPE CONTRACTOR CAUSE DAMAGE TO ANY UTILITIES HE SHALL MAKE NECESSARY REPAIRS AS QUICKLY AS POSSIBLE WITHOUT ADDITIONAL COMPENSATION.
3. ALL PLANT MATERIAL SIZES AND MEASUREMENTS, INCLUDING TRUNK, HEAD, AND SPREAD SIZES, CONTAINER AND ROOTBALL SIZES, QUALITY AND CONDITION SHALL CONFORM TO THE STANDARDS SET FORTH IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI.Z60.1).
4. ALL PLANT MATERIAL ARE SUBJECT TO THE APPROVAL BY THE OWNER, AND MAY BE INSPECTED AT THE PLACE OF GROWTH OR ON SITE PRIOR TO PLANTING. LANDSCAPE ARCHITECT RETAINS THE RIGHT TO REJECT ANY PLANT MATERIAL WHICH IS NOT TO HIS SATISFACTION.
5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING, IN FULL, ALL LANDSCAPE PLANTING WORK (INCLUDING WATERING, SPRAYING FOR INSECTS AND DISEASE, MULCHING, MOWING, FERTILIZING, CULTIVATING, EDGING AND WEEDING) FOR A PERIOD OF 90 DAYS AFTER ACCEPTANCE BY THE OWNER.
6. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL LANDSCAPE PLANTING WORK AND MATERIALS FOR A PERIOD OF ONE (1) FULL YEAR FROM THE DATE THE WORK HAS BEEN APPROVED BY THE OWNER AS INSTALLED. ALL PLANT MATERIAL NOT HEALTHY GROWING CONDITION SHALL BE REMOVED IMMEDIATELY AND REPLACED AS SOON AS POSSIBLE WITH LIKE KIND AND SIZE AT NO CHARGE TO THE OWNER.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING SOIL SAMPLES FROM SOIL AND NATIVE OR FILL SOILS AT THE SITE AND SUBMITTING THEM TO AN APPROVED SOIL TESTING LABORATORY, AND OBTAIN ANALYSES AND RECOMMENDATIONS FOR AMENDING THESE SOILS AND FERTILIZATION OF SPECIFIED PLANT MATERIAL AT A MINIMUM ALL PLANTING AREAS SHALL BE FERTILIZED WITH 12 LBS. /1000 SF OF 10-10-10 FERTILIZER.
7. ALL PLANTING AREAS, SHRUB BEDS AND TREES SHALL BE MULCHED WITH A MINIMUM COMPACTED DEPTH OF THREE (3) INCHES OF MULCH AS SPECIFIED. PRIOR TO MULCHING APPLY A PRE-EMERGENT HERBICIDE (APPROVED BY OWNER) AS RECOMMENDED BY THE MANUFACTURER, TO PREVENT RECURRING WEED AND GRASS GROWTH.
8. CONTRACTOR IS TO TAKE SPECIAL CARE WHEN INSTALLING NEW PLANT MATERIAL SO AS NOT TO DISTURB ANY EXISTING PLANTINGS DESIGNATED TO REMAIN. ANY EXISTING PLANT MATERIAL DAMAGED BY CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE MATERIAL OF SIMILAR SPECIES AND SIZE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL COST TO OWNER.



www.greenbergfarrow.com
8600 W Byrn Mawr Ave.
Suite 800N
Chicago, IL 60631

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PROJECT TEAM

ISSUE/REVISION RECORD

DATE	DESCRIPTION
12/18/2025	PERMIT SET
01/21/26	PERMIT RESUBMITAL

PROFESSIONAL SEAL



01/20/2026

PROFESSIONAL IN CHARGE
ALEX MADDUX

PROJECT MANAGER
ZM

QUALITY CONTROL
FAM

DRAWN BY
DJJ

PROJECT NAME

TEXAS
ROADHOUSE
O'FALLON
MISSOURI
8485 MEXICO RD,
63366



PROJECT NUMBER
202412440

SHEET TITLE

LANDSCAPE
PLAN

SHEET NUMBER

L1.0

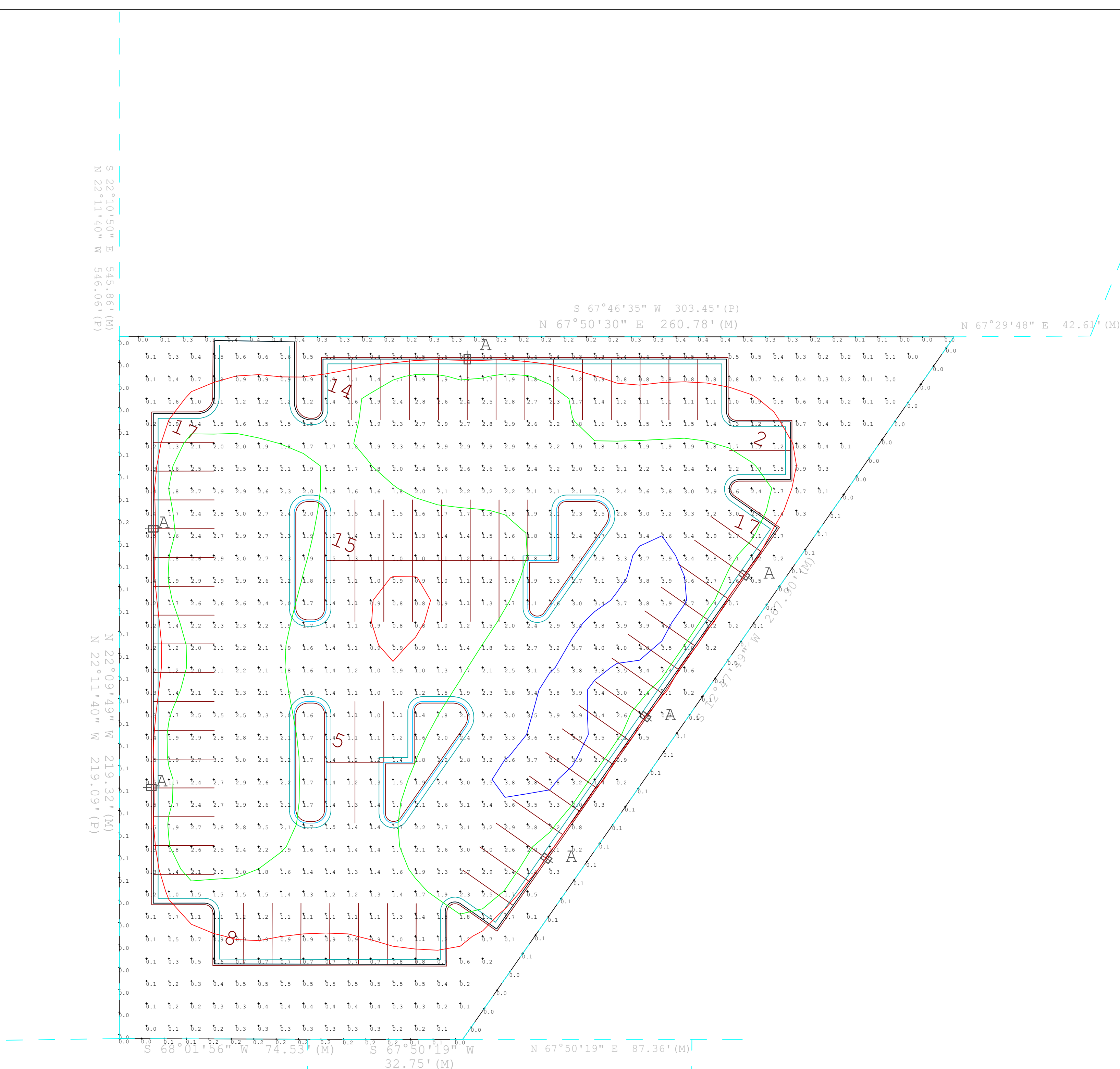
[illegible]

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF ACCUSERV LIGHTING & EQUIPMENT. ALL DIMENSIONS SHALL BE VERIFIED ON SITE BY THE CONTRACTOR AND THEIR SUBCONTRACTORS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER AND ARCHITECT.

PURCHASING: ALL LIGHTING IS SUPPLIED BY ACCUSERV LIGHTING & EQUIPMENT. THE COMPLETE PACKAGE IS AVAILABLE AT ESTABLISHED DISCOUNTED PRICING FROM ACCUSERV. FOR PURCHASE ORDER PLACEMENT AND COORDINATING DELIVERY, CONTACT STHOMAS@ACCU-SERV.COM, 877.707.3378, STHOMAS@ACCU-SERV.COM, TO ARRANGE FOR LIGHTING FIXTURE PROCUREMENT AND SHIPPING INFORMATION.

SITE LIGHTING & PHOTOMETRICS PLAN

Job No. _____
Sheet No. **LDE-1.0**



(Space above reserved for Recorder of Deeds certification)

MISSOURI RECORDING COVER SHEET

Document Title: Special Warranty Deed

Document Date: _____, 2026

Grantor's Name and Address: Anna Kelley
3 White Oak Lane
St. Peters, Missouri 63376

Grantee's Name and Address: Texas Roadhouse Holdings LLC
6040 Dutchmans Lane
Louisville, Kentucky 40205

Legal Description: See Exhibit "A" attached hereto and incorporated herein

Prior Reference:

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Special Warranty Deed. In the event of a conflict between the provisions of the attached Special Warranty Deed and the provisions of this cover page, the attached Special Warranty Deed shall prevail and control.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this “*Deed*”), made and entered into as of the ____ day of _____ 2026, by and between **ANNA KELLEY**, an individual resident in the state of Missouri, whose mailing address is 3 White Oak Lane, St. Peters, Missouri 63376 (“*Grantor*”), and **TEXAS ROADHOUSE HOLDINGS LLC**, a Kentucky limited liability company, whose mailing address is 6040 Dutchmans Lane, Louisville, Kentucky 40205 (“*Grantee*”).

WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does SELL AND CONVEY unto Grantee the following described real estate, situated in St. Charles County, State of Missouri, and more particularly described on **Exhibit “A”** attached hereto and made a part hereof (the “*Property*”).

1. **WARRANTY.** TO HAVE AND TO HOLD the Property, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever; subject, however, to: (i) all real estate taxes and assessments, both general and special, not yet due and payable, (ii) all building and zoning ordinances, (iii) all matters expressly consented to or caused by Grantee, (iv) all matters that would be disclosed by an accurate survey of the property, (v) all matters of record, and (vi) those easements, restrictions and other matters set forth on **Exhibit “B”** attached hereto and incorporated herein (the “*Permitted Exceptions*”).

Grantor hereby covenanting that it and its successors, executors and administrators, shall and will WARRANT AND DEFEND title thereto unto Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming under Grantor, but none other.

2. **USE RESTRICTION.** This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restriction and covenant that the Property shall solely be used as a parking lot and for related ingress, egress, circulation, landscaping, lighting, drainage, and other customary parking lot purposes supporting the lawful use of the adjacent premises, whose street address is 8485 Mexico Road, O’Fallon, Missouri 63366 (the “*Adjacent Premise*”). The Property shall not be improved with any building, structure, drive-thru facility, or other commercial improvement inconsistent with its use as parking serving the Adjoining Premises. Notwithstanding anything to the contrary in this Section 2, all use and improvement restrictions contained in this Section 2 shall be inapplicable during any period in which fee simple title to both the Property and the Adjacent Premise is vested in the same person or entity. Such restrictions shall apply during any period in which fee simple title to the Property and the Adjacent Premise is vested in different persons or entities.

[REMAINDER OF PAGE INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

ANNA KELLEY,

An individual resident in the State of Missouri

By: _____

STATE OF MISSOURI

§

COUNTY OF ST. CHARLES

§

§

Before me, the undersigned authority, on this day personally appeared Anna Kelley, an individual resident in the State of Missouri, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said individual.

Given under my hand and seal of office on this _____ day of _____, 2026.

Notary Public, State of Missouri

Printed Name

My Commission Expires:_____

EXHIBIT “A”

LEGAL DESCRIPTION

EXHIBIT “B”

PERMITTED EXCEPTIONS



City of O'Fallon, Missouri

Memorandum

Planning and Zoning Commission

G. 2. a.

Meeting Date: 11/05/2026

Re: Public Hearing for Title IV; Land Use, Appendix B

From: Tracy Coffman, Planning Specialist for Planning & Development

Department: Planning and Development

Agenda Category: New Business

Item:

This is a Public Hearing for Title IV; Land Use, Appendix B.

Recommendation:

To hold the Public Hearing to receive citizen input.



City of O'Fallon, Missouri

Memorandum

Planning and Zoning Commission

G. 2. b.

Meeting Date: 11/05/2026

Re: Title IV; Land Use, Appendix B

From: Tracy Coffman, Planning Specialist for Planning & Development

Department: Planning and Development

Agenda Category: New Business

Item:

This proposed ordinance provides updates to the schedule of fees used by the Planning and Development and Engineering departments.

Recommendation:

Staff recommends approval of the Ordinance.

Attachments

Redline Ordinance
Clean Ordinance
Staff Presentation Slides
Planning Fee Comparisons

BILL NO. _____

ORDINANCE NO. _____

Sponsored by: Mayor Hennessy

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE IV: LAND USE, TITLE IV
APPENDIXES RELATED TO REGULATIONS PERTAINING TO DEVELOPMENT ACTIVITIES
WITHIN THE CITY OF O'FALLON, MISSOURI.**

WHEREAS, certain sections pertaining to procedures and standards for the zoning and development of property need to be clarified or amended for more effective regulation; and

WHEREAS, a Public Hearing was held on November 5, 2026 by the Planning and Zoning Commission regarding the proposed ordinance; and

WHEREAS, following the Public Hearing on November 5, 2026 by the Planning and Zoning Commission and after consideration of the request and testimony presented therein, the Planning and Zoning Commission recommended approval of the ordinance to the City Council; and

WHEREAS, a Public Hearing was held on November 19, 2026 by the City Council regarding the ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: Subparagraph B of Section 400.880 Facilities Permits of Article XIX Utility Facilities Permits and Regulations of Chapter 400 Zoning Code of Title IV Land Use of the Municipal Code is hereby amended to read as follows: (those subsections not specifically set forth herein are not altered or amended in any way and, therefore, remain in full force and effect)

B. Each such application shall be accompanied by an application fee as identified in Appendix B of Title IV, Land Use. ~~in the sum of one hundred fifty dollars (\$150.00) or such other amount as may be approved by the City to cover the cost of processing the application.~~

SECTION 2: Subparagraph C of Section 400.920 General Provisions of Article XIX Utility Facilities Permits and Regulations of Chapter 400 Zoning Code of Title IV Land Use of the Municipal Code is hereby amended to read as follows: (those subsections not specifically set forth herein are not altered or amended in any way and, therefore, remain in full force and effect)

C. Building Permit. It shall be unlawful for any renewable energy system to be constructed, erected, and/or installed without a building permit. Renewable energy systems shall comply with all applicable Building, Mechanical, Plumbing, and Electrical Codes adopted by or applicable to the City of O'Fallon. Each such application shall be accompanied by an application fee as identified in Appendix B of Title IV, Land Use. ~~A building permit fee shall be fifty dollars (\$50.00)~~

BILL NO. _____

ORDINANCE NO. _____

~~for systems installed on residential property and one hundred dollars (\$100.00) for commercial or industrial properties.~~

SECTION 3: Appendix B Schedule of Fees, Costs and Expenses of Title IV Appendixes of Title IV Land Use of the Municipal Code is hereby amended to read as follows: (those subsections not specifically set forth herein are not altered or amended in any way and, therefore, remain in full force and effect)

Appendix B to Title IV	
Schedule of Fees, Costs and Expenses	
Annexation	No fee
Area Plan – Mixed-Use Traditional Development District	\$300.00 <u>600.00</u> + the cost of the legal notice advertising the pPublic hearings + \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site <u>\$30.00 mailing fee</u>
Area Plan – Planned Development	\$300.00 <u>600.00</u> + the cost of the legal notice advertising the public hearings + \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site <u>\$30 mailing fee</u>
Area Plan (revised) – Planned Unit Development	\$300.00 <u>600.00</u> + the cost of the legal notice advertising the public hearings + \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site <u>\$30 mailing fee</u>
<u>As-Built submission</u>	<u>Nor charge for first two reviews, \$200 for each subsequent review.</u>
Boundary adjustment or condo plat	\$100.00 <u>150.00</u>
Business license (marijuana-related use)	\$150 plus the \$50 fee as described in Section 605.030
Certificate of zoning compliance	\$15.00 <u>25.00</u>
Conditional use permit (CUP) Conditional use permit (C-A)	\$100.00 <u>270.00</u> + the cost of \$0.62 mailing fee for the notification of each adjacent property owner within 300 feet + \$0.62 mailing fee for the notification of each adjacent property owner within 300 feet of the final action <u>\$30 mailing fee</u>
Construction site plan and inspections	2% of the estimated cost of improvements reviewed by the Planning and Engineering Department "Improvements" shall include any structural, material or physical change incident to servicing or furnishing facilities for the site such as, but not limited to, the demolition of structures, removal of trees and other vegetative cover, grading, the installation of street pavement, curbs and gutters, driveway approaches, sidewalks, multipurpose trails, traffic signals and/or other off-site roadway improvements, water mains and lines, sanitary sewers, storm sewers, culverts, bridges, detention facilities, outfall structures, lakes, waterways, canals, permanent street monuments, street trees, landscaping or any other improvements

BILL NO. _____

ORDINANCE NO. _____

	<p>required or deemed necessary with the approved construction site plan.</p> <p>*For residential plans, the fee shall be 2% of the construction estimate less submittal fee (\$50.00/page for first submittal only, capped at \$4,500.00 on the per-page fee).</p> <p>*For commercial plans, the fee shall be 2% of the construction estimate less \$200.00 submittal fee for first submittal only (\$200.00 minimum).</p> <p>1st and 2nd review — no charge.</p> <p>Each additional review - \$200.00. Review fees for subsequent submittals may be waived if the developer meets with City staff to discuss comments.</p> <p>Construction estimate shall reflect pricing based on the O'Fallon progression for the St. Louis County Design Criteria Manual, Construction Cost Index.</p>
Display house plat	\$100.00 200.00
Driveway permit	\$75
Escrow Administration renewal or extension	\$100.00 No charge for initial set up. \$500 for replacements, modifications, or extensions.
Excavation/utility permit	<p>\$25.00 per lot/\$50.00 per open cut/hole (whichever is greater)</p> <p>Inspection fee of \$0.20/linear foot of utility installed (\$50.00 minimum)</p>
Facilities permit	\$150
Fence permit	\$10.00
Final plan – Mixed-Use Traditional Development District	<p>\$300.00600.00 + the cost of the legal notice advertising the public hearings + \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site\$30 mailing fee</p>
Final plan – Planned Development	<p>\$300.00600.00 + the cost of the legal notice advertising the public hearings + \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site\$30 mailing fee</p>
Final plan – Planned Unit Development	<p>\$300.00600.00 + the cost of the legal notice advertising the public hearings + \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site\$30 mailing fee</p>
Fireworks stand	
Stands up to 1,000 square feet	\$2,000.00
Stands 1,000 square feet and above	\$4,000.00
	The above fees shall apply to sales areas only. No fee shall apply to storage areas. Storage areas may include tractor-trailers, trucks, vans, automobile trailers, or other permanent or temporary vehicles or structures.
Floodplain information	No fee

BILL NO. _____

ORDINANCE NO. _____

Grading permit (including stockpiling, clearing, etc.)	2% of the estimated cost of improvements reviewed by the Planning and Engineering Department, less \$200.00 submittal fee (\$200.00 minimum)
Grading plan (if separate from construction site plans)	2% of the construction estimate cost of improvements less \$200.00 submittal fee reviewed by the Planning and Engineering Department (see the definition of "improvements" listed under construction site plans and inspections) 1st and 2nd review - no charge Each additional review - \$200.00
Inspections for escrow or commercial finals (engineering)	1st and 2nd inspections per category - no charge. Each additional per category - \$100.00 <u>\$200.00 plus \$15 per lot within platted area of inspection</u> . For developer-requested inspections that occur on Saturdays, Sundays and City-adopted holidays - \$40.00 per hour per inspector needed.
Photocopies	\$0.100.20 per page
Plan reviews (engineering)	1st and 2nd review - no charge Each additional review - \$200.00; review fees for subsequent submittals may be waived if the developer meets with City staff to discuss comments
<u>Plan reviews as-builts (engineering)</u>	<u>1st and 2nd review – no charge. Each additional review – \$200.</u>
Preconstruction meeting deposit	\$250.00. Said fee will be reimbursed to the applicant upon verification of attendance/participation in the preconstruction meeting.
Preliminary plat	\$150.00 <u>\$350.00</u> + the cost of the legal notice advertising the public hearings + \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site <u>\$30 mailing fee</u>
Recording fees	Actual recording costs from the St. Charles County Recorder of Deeds office, including non-standard fees. A 2.5% fee will be added on to the straight recording costs per deed to cover credit card convenience fees. These costs shall be reimbursable to the City from the owner or owner's representative, or benefitted party, after the City has recorded said documents.
Record plat	\$200.00 application fee 1st and 2nd review - no additional charge. Each additional review - \$50.00
<u>Renewable energy permit fee (commercial or industrial)</u>	<u>\$100</u>
<u>Renewable energy permit fee (residential)</u>	<u>\$50</u>
Sign permit – installed <u>wall signs</u>	\$35.00 + \$1.00 per square foot of sign area-
<u>Sign permit – freestanding signs</u>	<u>\$70.00 + \$2.00 per square foot of sign area</u>
Sign permit – temporary/specialty display	Duration: 30 days or less (\$35.00)
Sign permit – temporary/specialty display	Duration: 31 to 60 days (\$55.00)
Sign permit – temporary/specialty display	Duration: 61 to 90 days (\$75.00)
Sign permit – off-premises directional (annual)	\$150.00 <u>\$200.00</u> + \$1.00 <u>\$2.00</u> per square foot of sign area (initial installation)

BILL NO. _____

ORDINANCE NO. _____

Sign permit – off-premises directional (annual renewal)	\$50.00 <u>100.00</u>
Sign permit – off-premises directional (weekend)	\$150.00 <u>300.00</u> (per calendar year)
Site plan	\$150.00 <u>300.00</u>
Site review permit (marijuana-related use)	\$150.00 <u>200.00</u>
Temporary use permit	
Storage unit/bulk container (residential use) on-site less than 5 days	Free
Storage unit/bulk container (residential use) on-site more than 5 days	\$15.00
Extension of approved permit beyond 30 days	\$15
Storage unit/bulk container (commercial/industrial use)	\$50.00
Storage unit/bulk container (developmental/construction use)	\$50.00
Tent	\$200.00 (\$100.00 of which is refundable upon request once the tent has been removed)
Transfer of a conditional use permit application	\$50.00 <u>75.00</u>
Variance request and appeal of an administrative decision	\$100.00 <u>220.00</u> + the cost of \$0.62 mailing fee for the notification of each adjacent property owner <u>\$30.00 mailing fee</u>
Zoning verification letter	\$15.00 <u>25.00</u>
Zoning district classification amendment	\$100.00 <u>300.00</u> + the cost of the legal notice advertising the public hearings + 0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site <u>\$30.00 mailing fee</u>
Zoning district classification map	\$15.00 <u>35.00</u> per copy (36" x 50") \$10.00 <u>15.00</u> per copy (11" x 17")

SECTION 4: It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

SECTION 5: The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of re-codifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

BILL NO. _____

ORDINANCE NO. _____

First Reading: _____

Second Reading: _____

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS DATE
DAY OF MONTH, YEAR.**

Presiding Officer

Attest:

Bess Bacher, City Clerk

**APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS DATE DAY
OF MONTH, YEAR.**

Bill Hennessy, Mayor

Attest:

Bess Bacher, City Clerk

Approved as to Form:

Kevin M. O'Keefe, City Attorney

BILL NO. _____

ORDINANCE NO. _____

Sponsored by: Mayor Hennessy

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF TITLE IV: LAND USE, TITLE IV
APPENDIXES RELATED TO REGULATIONS PERTAINING TO DEVELOPMENT ACTIVITIES
WITHIN THE CITY OF O'FALLON, MISSOURI.**

WHEREAS, certain sections pertaining to procedures and standards for the zoning and development of property need to be clarified or amended for more effective regulation; and

WHEREAS, a Public Hearing was held on November 5, 2026 by the Planning and Zoning Commission regarding the proposed ordinance; and

WHEREAS, following the Public Hearing on November 5, 2026 by the Planning and Zoning Commission and after consideration of the request and testimony presented therein, the Planning and Zoning Commission recommended approval of the ordinance to the City Council; and

WHEREAS, a Public Hearing was held on November 19, 2026 by the City Council regarding the ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: Subparagraph B of Section 400.880 Facilities Permits of Article XIX Utility Facilities Permits and Regulations of Chapter 400 Zoning Code of Title IV Land Use of the Municipal Code is hereby amended to read as follows: (those subsections not specifically set forth herein are not altered or amended in any way and, therefore, remain in full force and effect)

B. Each such application shall be accompanied by an application fee as identified in Appendix B of Title IV, Land Use.

SECTION 2: Subparagraph C of Section 400.920 General Provisions of Article XIX Utility Facilities Permits and Regulations of Chapter 400 Zoning Code of Title IV Land Use of the Municipal Code is hereby amended to read as follows: (those subsections not specifically set forth herein are not altered or amended in any way and, therefore, remain in full force and effect)

C. Building Permit. It shall be unlawful for any renewable energy system to be constructed, erected, and/or installed without a building permit. Renewable energy systems shall comply with all applicable Building, Mechanical, Plumbing, and Electrical Codes adopted by or applicable to the City of O'Fallon. Each such application shall be accompanied by an application fee as identified in Appendix B of Title IV, Land Use.

BILL NO. _____

ORDINANCE NO. _____

SECTION 3: Appendix B Schedule of Fees, Costs and Expenses of Title IV Appendixes of Title IV Land Use of the Municipal Code is hereby amended to read as follows: (those subsections not specifically set forth herein are not altered or amended in any way and, therefore, remain in full force and effect)

Appendix B to Title IV	
Schedule of Fees, Costs and Expenses	
Annexation	No fee
Area Plan – Mixed-Use Traditional Development District	\$600.00 + the cost of the legal notice advertising the public hearings + \$30.00 mailing fee
Area Plan – Planned Development	\$600.00 + the cost of the legal notice advertising the public hearings + \$30 mailing fee
Area Plan – Planned Unit Development	\$600.00 + the cost of the legal notice advertising the public hearings + \$30 mailing fee
As-Built submission	Nor charge for first two reviews, \$200 for each subsequent review.
Boundary adjustment or condo plat	\$150.00
Business license (marijuana-related use)	\$150 plus the \$50 fee as described in Section 605.030
Certificate of zoning compliance	\$25.00
Conditional use permit (CUP)	\$270.00 + \$30 mailing fee
Conditional use permit (C-A)	
Construction site plan and inspections	<p>2% of the estimated cost of improvements reviewed by the Planning and Engineering Department</p> <p>"Improvements" shall include any structural, material or physical change incident to servicing or furnishing facilities for the site such as, but not limited to, the demolition of structures, removal of trees and other vegetative cover, grading, the installation of street pavement, curbs and gutters, driveway approaches, sidewalks, multipurpose trails, traffic signals and/or other off-site roadway improvements, water mains and lines, sanitary sewers, storm sewers, culverts, bridges, detention facilities, outfall structures, lakes, waterways, canals, permanent street monuments, street trees, landscaping or any other improvements required or deemed necessary with the approved construction site plan.</p> <p>*For residential plans, the fee shall be 2% of the construction estimate less submittal fee (\$50.00/page for first submittal only, capped at \$4,500.00 on the per-page fee).</p> <p>*For commercial plans, the fee shall be 2% of the construction estimate less \$200.00 submittal fee for first submittal only (\$200.00 minimum).</p> <p>1st and 2nd review — no charge.</p> <p>Each additional review - \$200.00.</p> <p>Construction estimate shall reflect pricing based on the O'Fallon progression for the St. Louis County Design Criteria Manual, Construction Cost Index.</p>
Display house plat	\$200.00

BILL NO. _____**ORDINANCE NO. _____**

Driveway permit	\$75
Escrow Administration	No charge for initial set up. \$500 for replacements, modifications, or extensions.
Excavation/utility permit	\$25.00 per lot/\$50.00 per open cut/hole (whichever is greater) Inspection fee of \$0.20/linear foot of utility installed (\$50.00 minimum)
Facilities permit	\$150
Final plan – Mixed-Use Traditional Development District	\$600.00 + the cost of the legal notice advertising the public hearings + \$30 mailing fee
Final plan – Planned Development	\$600.00 + the cost of the legal notice advertising the public hearings + \$30 mailing fee
Final plan – Planned Unit Development	\$600.00 + the cost of the legal notice advertising the public hearings + \$30 mailing fee
Fireworks stand	
Stands up to 1,000 square feet	\$2,000.00
Stands 1,000 square feet and above	\$4,000.00
	The above fees shall apply to sales areas only. No fee shall apply to storage areas. Storage areas may include tractor-trailers, trucks, vans, automobile trailers, or other permanent or temporary vehicles or structures.
Floodplain information	No fee
Grading permit (including stockpiling, clearing, etc.)	2% of the estimated cost of improvements reviewed by the Planning and Engineering Department, less \$200.00 submittal fee (\$200.00 minimum)
Grading plan (if separate from construction site plans)	2% of the construction estimate cost of improvements less \$200.00 submittal fee reviewed by the Planning and Engineering Department (see the definition of "improvements" listed under construction site plans and inspections) 1st and 2nd review - no charge Each additional review - \$200.00
Inspections for escrow or commercial finals (engineering)	1st and 2nd inspections per category - no charge. Each additional per category - \$200.00 plus \$15 per lot within platted area of inspection. For developer-requested inspections that occur on Saturdays, Sundays and City-adopted holidays - \$40.00 per hour per inspector needed.
Photocopies	\$0.20 per page
Plan reviews (engineering)	1st and 2nd review - no charge Each additional review - \$200.00;
Plan reviews as-builts (engineering)	1st and 2nd review – no charge. Each additional review – \$200.
Preconstruction meeting deposit	\$250.00. Said fee will be reimbursed to the applicant upon verification of attendance/participation in the preconstruction meeting.
Preliminary plat	\$350.00 + the cost of the legal notice advertising the public hearings + \$30 mailing fee
Recording fees	Actual recording costs from the St. Charles County Recorder of Deeds office, including non-standard

BILL NO. _____

ORDINANCE NO. _____

	fees. A 2.5% fee will be added on to the straight recording costs per deed to cover credit card convenience fees. These costs shall be reimbursable to the City from the owner or owner's representative, or benefitted party, after the City has recorded said documents.
Record plat	\$200.00 application fee 1st and 2nd review - no additional charge. Each additional review - \$50.00
Renewable energy permit fee (commercial or industrial)	\$100
Renewable energy permit fee (residential)	\$50
Sign permit – wall signs	\$35.00 + \$1.00 per square foot of sign area
Sign permit – freestanding signs	\$70.00 + \$2.00 per square foot of sign area
Sign permit – temporary/specialty display	Duration: 30 days or less (\$35.00)
Sign permit – temporary/specialty display	Duration: 31 to 60 days (\$55.00)
Sign permit – temporary/specialty display	Duration: 61 to 90 days (\$75.00)
Sign permit – off-premises directional (annual)	\$200.00 + \$2.00 per square foot of sign area (initial installation)
Sign permit – off-premises directional (annual renewal)	\$100.00
Sign permit – off-premises directional (weekend)	\$300.00 (per calendar year)
Site plan	\$300.00
Site review permit (marijuana-related use)	\$200.00
Temporary use permit	
Storage unit/bulk container (residential use) on-site less than 5 days	Free
Storage unit/bulk container (residential use) on-site more than 5 days	\$15.00
Extension of approved permit beyond 30 days	\$15
Storage unit/bulk container (commercial/industrial use)	\$50.00
Storage unit/bulk container (developmental/construction use)	\$50.00
Tent	\$200.00 (\$100.00 of which is refundable upon request once the tent has been removed)
Transfer of a conditional use permit application	\$75.00
Variance request and appeal of an administrative decision	\$220.00 + \$30.00 mailing fee
Zoning verification letter	\$25.00
Zoning district classification amendment	\$300.00 + the cost of the legal notice advertising the public hearings + \$30.00 mailing fee
Zoning district classification map	\$35.00 per copy (36" x 50") \$15.00 per copy (11" x 17")

SECTION 4: It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and

BILL NO. _____

ORDINANCE NO. _____

subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

SECTION 5: The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of re-codifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

First Reading: _____

Second Reading: _____

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS DATE
DAY OF MONTH, YEAR.**

Presiding Officer

Attest:

Bess Bacher, City Clerk

**APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS DATE DAY
OF MONTH, YEAR.**

Bill Hennessy, Mayor

Attest:

Bess Bacher, City Clerk

Approved as to Form:

Kevin M. O'Keefe, City Attorney



Fee Schedule Update

Planning Existing Conditions

- Current fees are significantly below the actual cost to review plans and send them through the public meeting process.
 - For example, a conservative estimate for the cost to process a basic Site Plan is approximately \$625. The City's current fee is \$150. A conservative estimate to process a basic Preliminary Plat is approximately \$672. The current fee is \$150.
 - Even with the proposed fee increases, the fees will remain below actual processing cost.
- Applicants are also charged a mailing fee for letters and a newspaper publication fee, when applicable.
- All fees can currently be paid at any point after application. Staff is recommending this be changed so that fees are collected at the time of application. Items will not be placed on agendas until payment is received.



Proposed Mail Fee Changes

- In order to collect fees at the time of application, the mailing fee would need to change from actual cost to a flat fee.
 - In 2025, the largest mailing fee was \$88.64 and the smallest was \$2.50. The average was \$21.90.
 - Staff is recommending a flat mailing fee of \$30 be applied to all applications which require mailed letters. This slightly higher than average price prepares for future increases in postage costs.



Newspaper Publications

- Notices are currently advertised in the Post Dispatch. The fee is consistently \$612.89. This is a grandfathered rate due to our consistent usage. The grandfathered rate is officially \$645.00, however they waive layout and affidavit fees. If consistent usage stops, the fee will increase to \$1,644.00 plus layout and affidavit fees.
- The City also has the option to publish in the St. Charles edition of Missouri Lawyers Media. The cost to advertise here would be \$143.24. Deadlines are also more flexible.
- Staff is proposing a transition to Missouri Lawyers Media. Regardless of whether or not this change is made, the applicant will continue to pay the advertisement cost. If publication is switched to Missouri Lawyers Media, the overall cost to applicants will decrease in most or all cases, even with the increase in review fees, when notifications in the paper are required.
- Staff is also recommending the advertisement fee be paid at the time of application.



Current and Proposed Fees

- The next few slides have a list of the most common current application fees and recommended changes. In addition to the application fee, a \$30 mailing fee and a \$145 advertisement fee would be added to applicable application types. The fees for a few other cities are also shown for comparison (full comparison sheet provided separately). Currently, the Mailing Fee is actual cost, and the Paper Fee is typically \$612.89.



Current and Proposed Fees

Application	Current Fee	Proposed	Wentzville	Maryland Heights	Lee's Summit
Area Plan (different process from many cities. Therefore, there aren't a lot of great comparisons.)	\$300 + \$612.89 Advertising Fee + \$21.90 Mailing Fee (average) \$934.79 Total	\$600 + \$145 Advertising Fee + \$30 Mailing Fee \$775 Total	\$200	Two plans required: \$800 for Concept Plan then \$700 for Preliminary Plan	Less than 5 acres: \$2,900 + \$330 advertising fee More than 5 acres: \$3,625 + \$330 Advertising fee
Final Plan	\$300 + \$612.89 Advertising Fee + \$21.90 Mailing Fee (average) \$934.79 Total	\$600 + \$145 Advertising Fee + \$30 Mailing Fee \$775 Total	\$100 + \$2.00 per lot + Rezoning Fee (\$500-\$1,000) + Advertising Fee + Mailing Fee	\$150	Less Than 5 acres: \$747, More than 5 acres: \$1,236



Current and Proposed Fees

Application	Current Fee	Proposed	St. Peters	St. Charles City	Wentzville
Conditional Use Permit	\$100 + \$21.90 Mailing Fee (average) \$121.90 Total	\$270 + \$30 Mailing Fee \$300 Total	\$250 + \$2 per letter	\$300	\$200 + \$0.62 per letter
Preliminary Plat (many cities do not hold public hearings for preliminary plats)	\$150 + \$612.89 Advertising Fee + \$21.90 Mailing Fee (average) \$784.79 Total	\$350 + \$145 Advertising Fee + \$30 Mailing Fee \$525 Total	\$305	Single-Family: \$50.00 + \$5.00/lot Multi-Family: \$100.00 + \$2.00/unit Commercial: \$100.00 + \$5.00/acre	\$200.00 + \$2.00 per lot/unit
Site Plan	\$150	\$300	\$390	\$200	\$150



Current and Proposed Fees

Application	Current Fee	Proposed	St. Peters	St. Charles City	Wentzville
Rezoning	\$100 + \$612.89 Advertising Fee + \$21.90 Mailing Fee (average) \$734.79 Total	\$300 + \$145 Advertising Fee + \$30 Mailing Fee \$475 Total	\$250 + \$2 per letter	\$300	4.99 acres or less: \$500 5.00 – 19.99 acres: \$600 20.00 – 49.99 acres: \$700 50.00 – 74.99 acres: \$800 75.00 – 99.99 acres: \$900 100.00 acres or more: \$1,000 + \$0.62 per letter and Advertising Fee
Variance	\$100 + \$21.90 Mailing Fee (average) \$121.90 Total	\$220 + \$30 Mailing Fee \$250 Total	\$100	Commercial: \$300 Single-Family: \$100 Each additional request per property heard at same meeting: \$50	\$200



Engineering Existing Conditions

- Current fees for plan review and inspection are below actual cost on some sites and are at or above for others (the cost to the city are estimated at \$60/HR)
 - For example, for Harvest at Hopewell the estimated cost of plan review and inspection to date has been \$1.15M. Our permit fee cost is currently at \$225,000. This cost is from 2021 to current for both plan review/inspection and fees.
 - Another example is Brookside Addition. Plan review and inspection costs are currently at \$44,000. Our permit fee cost is \$54,500.
 - Goodwill is an example of a site that has fees at or above actual cost. Plan review and inspection cost to date are \$3,900. Our permit fees were \$8,200.
- All fees must be paid prior to permit approval, currently. We do not plan to change this.



How did engineering arrive at these cost and adjustments?



2025 Inspection Hours (Oct - Dec)	2026 Inspection Hours (Jan-Sep)	Plan Review Hours	Total Hours	City Fees	Estimated Inspection Hours (2021-2025)	Inspection and Plan review Hours total	City Costs at \$60/hr	Estimated \$ Difference
Harvest*	Harvest*	Harvest Phases 1, 2, and 3*						
<u>Residential Inspections</u>	<u>Residential Inspections</u>	<u>Plan Review Hours</u>						
219	865.25	800 33 submittals	1884.25	\$225,092.08	17,716.80	19,601.05	\$1,176,063.00	-\$950,970.92
Post Farms*	Post Farms*	Post Farms*						
<u>Residential Inspections</u>	<u>Residential Inspections</u>	<u>Plan Review Hours</u>						
336.25	534.5	50 8 submittals	920.75	\$85,282.77	4,894.75	5,815.50	\$348,930.00	-\$263,647.23
Brookside Addition*	Brookside Addition*	Brookside Addition Phases 1, 2, 3, and 4*						
<u>Residential Inspections</u>	<u>Residential Inspections</u>	<u>Plan Review Hours</u>						
157.25	96	100 13 submittals	353.25	\$54,434.01	636.00	989.25	\$59,355.00	-\$4,920.99
Caballo Farms*	Caballo Farms*	Caballo Farms*						
<u>Residential Inspections</u>	<u>Residential Inspections</u>	<u>Plan Review Hours</u>						
0	0	43 2 submittal	43.00	\$4,500.00	0	43.00	\$2,580.00	\$1,920.00
Enclave at Brook Hollow*	Enclave at Brook Hollow*	Enclave at Brook Hollow*						
<u>Residential Inspections</u>	<u>Residential Inspections</u>	<u>Plan Review Hours</u>						
0	81	35 5 submittals	116.00	\$13,416.78	0	116.00	\$6,960.00	\$6,456.78
Junction (Westridge)	Junction (Westridge)	Junction (Westridge)						
<u>Residential Inspections</u>	<u>Residential Inspections</u>	<u>Plan Review Hours</u>						
0	0	15	15.00		0	15.00	\$900.00	-\$900.00
Cambria Hotel*	Cambria Hotel*	Cambria Hotel*						
<u>Commercial Inspections</u>	<u>Commercial Inspections</u>	<u>Plan Review Hours</u>						
4.75	55.5	15 5 submittals	75.25	\$23,387.26	0	75.25	\$4,515.00	\$18,872.26
Main Street QT	Main Street QT	Main Street QT						
<u>Commercial Inspections</u>	<u>Commercial Inspections</u>	<u>Plan Review Hours</u>						
35.5	148.75	15 4 submittals	199.25	\$8,687.97	60.00	259.25	\$15,555.00	-\$6,867.03

Existing Conditions

- We do want to raise some of the re-review fees and change language in the Code
 - Driveway permits are \$50
 - As-builts - no charge
 - Escrow Administration - \$100
 - Inspection fees - \$100 after two inspections
 - Currently, we do not charge a fee for re-review of the plans, if the applicant reaches out to the city



Proposed Changes

- We do want to raise some of the fees and change language in the Code
 - Driveway permits would be a fee of \$75.
 - Review takes up to an hour plus two inspections and administration time. This would be a minimum of 3 to 4 hours of staff time.
 - As-builts – No charge for the first two reviews, then \$200 for each subsequent review.
 - This takes a minimum of 4 hours of staff time to review and make site visits.
 - Escrow Administration – initial set up will continue to be no charge. \$500 for replacements, modifications and extensions.
 - We want to encourage the developer to close out the escrow as quickly as possible and to cover staff time for replacements, modifications and extensions.
 - Re inspection for Escrow Release fees – \$200 per inspection after the second inspection plus \$15 per lot within plat or requested area.
 - Again, we want to encourage the developer to complete items and not rely on staff to do QC for them. It takes anywhere from a couple hours to several days to perform inspections depending on the size and scope of the development.
 - Re-review fee – We want to clarify language in the code to require fees for all reviews after the first two reviews.



Engineering - Current fees and proposed fees compared to other agencies

Application Type	O'Fallon - Current	O'Fallon - Proposed	Wentzville	St. Charles	Wildwood	Lee's Summit	Chesterfield	Independence	Blue Springs
Construction Plans - Residential	2% of construction estimate less application fee (\$50/page)	No Change	\$150 + \$10 per lot Plan Review fee - 2% of the estimated cost of public improvements less Plan Review Fee			0.4% of project construction valuation	\$950 review fee plus \$15 per lot or unit per plat. Exceptions Lot Split Plats had no Record Plat fees. In the first plat of a DD subdivision, the fees are \$250 plus \$15 per lot. Additional DD Record Plats fees are \$500 plus \$15 per lot.	\$80.00	Building permit fee based on project valuation Minimum building permit fee \$65. Plan review is included with the permit fee for residential projects.
Construction Plans - Commercial	2% of construction estimate less \$200 submittal fee	No Change	\$150 + 10 per acre plan review fee - 2% of the estimated cost of public improvements less Plan Review Fee			0.4% of project construction valuation	\$950	\$250.00 (<2,000 sq. ft.) \$450.00 (2,000+ sq. ft.)	55% of the building permit fee
Record Plat - Residential	\$200	No Change	\$100	No Fee	\$100 and \$35 per lot/ \$15 per unit	\$0.00	\$25/lot for single family. \$15/lot for multifamily	\$225 + \$3.00 per lot	\$270.00 + \$2.00 per lot
Record Plat - Commercial					\$100 and \$50 per lot	\$0.00	≤ 20 acres: \$110/acre + \$70 for each acre 21-100 acres + \$40 for each acre 101-200 acres	\$225 + \$3.00 per lot	\$270.00 + \$2.00 per lot
Boundary Adjustment Plat	\$100	No Change	TBD	TBD		\$747 (Minor Plat)	\$95	n/a	\$110.00
As-Built Submission	\$0	No Charge for first two reviews, \$200 for each subsequent	Included	Included		\$0.00	N/A		
Grading Plan Review	2% of construction estimate less \$200 submittal fee	No Change	\$150 + \$10/lot or acre	TBD	\$2,000 per disturbed acre escrow, \$20 permit fee, grading inspection fee	\$0.00	No fee for review itself. Surety required based on development size. <0.5 acres = \$1,875 0.5 - 2 acres = \$1,875 to \$6,250 2 - 5 acres = \$6,250 to \$12,500 5+ acres = \$12,500 + \$1,875/acre over the first 5 acres	Tier 1: \$25 Tier 2: \$60 Tier 3: \$225	
Driveway Permit	\$50	\$75	Included in permit process	\$75.00		\$100.00	Special Use Permit required if replacing driveway apron within ROW but no associated fee for residential driveways.		
Easement Dedication/Vacation	\$0	No change	TBD	TBD		\$155 per doc	N/A		\$330.00
Excavation Permit	\$15.00 per lot or excavation "\$25 per lot \$50 per open cut/hole (whichever is greater) inspect fee of \$0.20/linear foot of utility installed (\$50 MIN)" \$150.00 facility fee	No Change	Right-of-Way Permit Application Fee: \$100 Right-of-Way Permit Fee: \$0.50 per linear foot of excavation Restricted Dig/Drill/Bore (RDOB) Permit Fee: \$250 per RDOB pipe crossing plus \$10 per linear foot parallel excavation to RDOB pipe Pneumatic Boring permit Fee:	\$75 plus material fees and escrow deposit	\$500	\$206-\$1442 (depends on acreage)	The City requires a Special Use Permit if work is proposed within ROW. In addition to fees below, an escrow is also required. Isolated Facility Repair - one excavation = \$120 Isolated Facility Repair - two excavations = \$240 Facility installation/replacement/repair with more than 2 excavations =	Right-of-Way Permit - \$80.00	Right-of-Way Permit - \$75.00

Engineering - Current Fees and proposed fees compared to other agencies



Application Type	O'Fallon - Current	O'Fallon - Proposed	Wentzville	St. Charles	Wildwood	Lee's Summit	Chesterfield	Independence	Blue Springs
			\$100 per bore instance				calculated based on plans		
Utility Permit	"\$25 per lot \$50 per open cut/hole (whichever is greater) inspect fee of \$0.20/linear foot of utility installed (\$50 MIN)"	No Change	same			3% of project construction valuation		Right-of-Way Permit - \$80.00	Right-of-Way Permit - \$75.00
Escrow Administration	\$100	Initial set up will be no charge. \$500 for replacements, modifications and extensions	TBD	TBD	\$1000 new \$500 replacement or extension	\$0.00	\$200 admin fee if using letter of credit. No fee if check or bond is used.		Financial Guarantee Deposit - Administrative fee
Inspection Fees	1st and 2nd Inspections - No Charge -each additional per category - \$100	1st and 2nd Inspections - No Charge - \$200 after second insepction plus \$15 per lot within platted area of insppection	TBD	Sanitary sewer and storm \$150 + \$100 per 300' of pipe, water main \$100 + \$80 per 300', Subdivision \$15 per lot, Lighting \$70 per light		3% of project construction valuation	This is the annual flat inspection fee for grading permits only. Developers can also choose to have inspections charged based on an hourly rate of \$65/hour. Please use St. Louis County's fee schedule for building inspection fees. 1 acre or less = \$315 Over 1 acre = \$315 + \$125/acre over 1 acre	Private Construction of Public Works - 7%	\$65.00 each
Resubmittal Fee			TBD	TBD		\$0.00	N/A		
Flood Plain Information	\$0	No Change				\$0.00	No fee for review of Floodplain Development Permit.	Floodplain Development Permit -	Floodplain Development Permit - \$110.00
Plan Reviews	1st and 2nd - No Charge each additional review - \$200	1st and 2nd - No Charge each additional review - \$200.		\$125.00		\$747 - \$4,480 (depends on application type and acreage)	Site Plan, Site Development Plan, Site Development Concept Plan, Site Development Section Plan = \$190.	Residential: \$80 Commercial: \$250-450 Residential Site Improvement: \$30 Commercial Site	Commercial: 55% of building permit fee. Engineering Improvement Plans: \$330 plus applicable review costs.
Plan Review - Permit Cancelled						\$0.00	N/A	10% of permit fee retained	
Vacation of rights of way / easement plat						\$155.00 + legal notice publishing charge (\$170.00)	\$250.00	Street/Alley Vacation Application - \$150.00	\$330.00
Minimum permit and plan review fee: unless noted otherwise						n/a			\$65.00

Questions?



	O'Fallon Curent	O'Fallon Proposed	St. Peters	St. Charles City	St. Charles County	Wentzville	Lake St. Louis	Chesterfield	Maryland Heights	Creve Coeur	Wildwood	Columbia	Independence	Lee's Summit	Blue Springs
Area Plan	\$300 + the cost of the legal notice advertising the public hearing + \$0.62 mailing fee for the notification of each adjacent property owner within a 300 foot radius of the subject site	\$600 plus advertising and \$30 mailing fee				\$200			Two plans required: \$800 for Concept Plan then \$700 for Preliminary Plan			Advertising Fee + no additional cost if rezoning to R-1, R-2, R-3, or R-4. Advertising Fee + the following for others: 0 to 2 acres\$300.00 Greater than 2 acres to 5 acres\$450.00 Greater than 5 acres to 10 acres\$600.00 Greater than 10 acres to 15 acres\$900.00 Greater than 15 acres to 20 acres\$1,200.00 Greater than 20 acres\$1,500.00		Less than 5 acres: \$2,900 + \$330 advertising fee, More than 5 acres: \$3,625 + \$330 advertising fee	\$506 + \$22 per acre + public hearing cost. Plat also required either now or with Final Plan.
Conditional Use Permit	\$100 + the cost of \$0.62 mailing fee for the notification of each adjacent property owner within 300 feet + \$0.62 mailing fee for the notification of each adjacent property owner within 300 feet of the final action	\$270 plus mailing fee	\$250 + \$2 per letter	\$300	\$400.00, \$150.00 if in conjunction with a rezoning	\$200 plus \$0.62 mailing fee for properties within 300 ft.	\$200 + actual cost of public hearing	\$315 + public hearing cost	(1) Conditional use permit involving new construction or a substantial addition to an existing building (as determined by the city planner)—Eight hundred dollars (\$800.00). (2) Conditional use permit involving reuse of an existing building or site—Six hundred dollars (\$600.00). (3) Amendment to an existing conditional use permit (public hearing required)—Five hundred dollars (\$500.00). (4) Minor modification to an existing conditional use permit (no public hearing)—Four hundred dollars (\$400.00).	\$250.00 + \$2,000.00 Escrow Deposit for hearing cost, mailings, staff review time, and other administrative costs.	\$500	\$300 + advertising fee	Less than 5 acres: \$500, 5.01-10 acres: \$750, 10.01-15 acres: \$1,000, 15.01-20 acres: \$1,250, 20+ acres: \$1,500	\$1,075 + \$165 advertising fee	\$468 + actual cost of public hearing
Conditional Use Permit Transfer Application	\$50.00	\$75													
Display Plat	\$100.00	\$200	\$50					\$145 + \$65 per unit			\$250 + \$50 per lot				

Final Plan	\$300 + the cost of the legal notice advertising the public hearing + \$0.62 mailing fee for the notification of each adjacent property 300 foot radius of the subject site	\$600 plus advertising and mailing fee				\$100 – plus \$2.00 per lot, plus Rezoning Fee for the size of the lot as shown under “Rezoning”, plus the cost of the legal notice advertising the Public Hearing(s), plus \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site.			\$150				Less than 5 acres: \$725, More than 5 acres: \$1,200	Less Than 5 acres: \$747, More than 5 acres: \$1,236	\$275. Plat also required either now or with Area Plan.
Preliminary Plat Review	\$150.00 + the cost of legal notice advertising the public hearings + \$.62 mailing fee for the notification of each adjacent property owner within a 300 foot radius of the subject site	\$350 plus advertising and mailing fee	\$305	Single-Family--\$50.00 + \$5.00/lot, Multi-Family--\$100.00 + \$2.00/unit, Commercial--\$100.00 + \$5.00/acre	Single-Family Residential--\$200.00 + \$5.00/lot, Attached Single-Family Residential--\$200.00 + \$4.00/unit, Multi-Family Residential--\$200.00 + \$3.00/unit, Commercial/Industrial Subdivision--\$200.00 + \$5.00/acre	\$200.00 + \$2.00 per lot/unit	\$250.00 plus \$25 per lot/unit or \$250 + \$10.00 per acre, whichever is greater + actual cost of public hearing OR \$200 if 3 or fewer lots/10 or fewer condo units and no public hearing	\$440 + cost of public hearing	\$150	\$5.00 per lot (\$50.00 minimum fee)	\$35 per lot	\$600 + \$10 per lot	\$375 + \$3 per lot	\$850 + \$3 per lot	\$440 + \$4 per lot
Rezoning Application	\$100 + the cost of the legal notice advertising the public hearings +0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site	\$300 plus advertising and mailing fee	\$250 + \$2 per letter	\$300	Up to 4.99 acres--\$500.00, 5-19.99 acres--\$600.00, 20-49.99 acres--\$700, 50-74.99 acres--\$800.00, 75-99.99 acres--\$900.00, 100 acres or more--\$1,000.00	Rezone: 4.99 acres or less: \$500 Rezone: 5.00 – 19.99 acres: \$600 Rezone: 20.00 – 49.99 acres: \$700 Rezone: 50.00 – 74.99 acres: \$800 Rezone: 75.00 – 99.99 acres: \$900 Rezone: 100.00 acres or more: \$1,000 Plus cost of the legal notice advertising the Public Hearing(s), plus \$0.62 mailing fee for the notification of each adjacent property owner within a 300-foot radius of the subject site.	\$250 + actual cost of public hearing	\$315 + public hearing cost	\$600	\$250.00 + \$2,000.00 Escrow Deposit for hearing cost, mailings, staff review time, and other administrative costs.	\$300 + \$50 per acre	Advertising Fee + the following: 0 to 2 acres\$300.00 Greater than 2 acres to 5 acres\$450.00 Greater than 5 acres to 10 acres\$600.00 Greater than 10 acres to 15 acres\$900.00 Greater than 15 acres to 20 acres\$1,200.00 Greater than 20 acres\$1,500.00	Less than 5 acres: \$500, 5.01-10 acres: \$750, 10.01-15 acres: \$1,000, 15.01-20 acres: \$1,250, 20+ acres: \$1,500	Commercial: Less than 5 acres: \$3,375 + \$330 advertising fee, More than 5 acres: \$4,350 + \$330 advertising fee, Residential: to R-1, Rural Residential, and AG: \$850 + \$330 advertising fee (all others require Area Plan)	\$468 + actual cost of public hearing

Sign Permits	wall and freestanding: \$35 + \$1 per square foot of sign, Weekend: \$150, Off Premises Directional: \$150 + \$1 per Sq. Ft., \$50 Renewal	same except as follows: freestanding: \$70 plus \$2 per sq. ft., weekend: \$300, Off Premises Directional: \$200 + \$2 per Sq. Ft., \$100 Renewal	\$40	\$99 Illuminated \$75 Non-illuminated	\$75.00 for entrance signs (i.e. subdivision monuments) without electricity. \$100.00 for entrance signs (i.e. subdivision monuments) with electricity. \$100 for ground signs. \$75 for wall signs without electric. \$100 for wall signs with electric	\$35 for non iluminated sign & \$85 for electric sign	\$75.00 non-illuminated; \$100.00 illuminated		\$100	\$25: Temporary Signs: o Temporary For Sale signs on Commercial Properties, where the sign will come down when the property is sold and/or with final occupancy o Temporary Banners o Incidental Signs. \$100: Multi-Tenant Real Estate Signs, Wall Signs and Low Monument Signs under 100 square feet \$150: Any sign over 100 square feet		\$75 up to 50 sq. ft. \$0.25 each additional foot.	New Wall Sign: \$260, Reface Existing: \$80, New Freestanding: \$180, Replace existing: \$80	\$100 + electrical fee (varies)	New sign: \$160, Change of face for existing business: \$77, Monument sign with EMC: \$314, Temporary sign: \$77
Site Plan Review	\$150.00	\$300	\$390, \$75 minor amendment	\$200	\$100 plus \$5 per acre	\$150	\$150 minor, \$200 major	\$190 + \$65 for any landscape plan, tree preservation plan, tree stand delineation, lighting plan, sign package or amendment to architectural elevations not included with initial site plan review.	\$190	\$250.00 + \$2,000.00 Escrow Deposit for hearing cost, mailings, staff review time, and other administrative costs.	Commercial: \$300 + \$20 per acre, Multi-Family: \$500 + \$20 per unit	Not clear. May be handled under \$200 Land Disturbance fee.	Less than 5 acres: \$350, 5.01-10 acres: \$600, 10.01-15 acres: \$850, 15.01-20 acres: \$1,100, 20+ acres: \$1,600	Less than 5 acres: \$2,175 + \$330 advertising fee then \$725 for final site plan review, More than 5 acres: \$2,900 + \$330 advertising fee then \$1,200 for final site plan review.	\$605
Variance Request and Appeal of an Administrative Decision	\$100 + the cost of \$0.62 mailing fee for the notification of each adjacent property.	\$220 plus mailing fee	\$100	Commercial: \$300, Existing single-Family or duplex: \$100, Second request on same property: \$50	\$250	\$200	\$150 + actual cost of public hearing	\$90 + public hearing cost	\$650	\$50.00 + \$250.00 Escrow Deposit for hearing cost, mailings, staff review time, and other administrative costs.	\$250	\$450	\$400	\$350 + \$165 advertising fee	\$484 + actual cost of public hearing
Zoning Verification Letter	\$15.00	\$25		\$15	\$15		\$15	no fee	\$50	\$20	\$50	\$75	\$75	\$100	
Zoning District Classification Map	\$15.00 per copy (36" x 50"), \$10.00 per copy (11" x 17")	\$35.00 per copy (36" x 50"), \$15.00 per copy (11" x 17")													8 ½" x 11" - \$5 11" x 17" - \$6.50 17" x 22" - \$7.50 22" x 34" - \$12.50 34" x 44" - \$15



City of O'Fallon, Missouri

Memorandum

Planning and Zoning Commission

H. 1.

Meeting Date: 11/05/2026

Re: Consent Calendar

From: Tracy Coffman, Planning Specialist for Planning & Development

Department: Planning and Development

Agenda Category: New Business

Item:

This is a request for a motion of recommendation to the City Council regarding the following items relating to easements, right-of-way, or other public facilities or interests of property provided on the Consent Calendar.

Attachments

Stormwater Management and Best Practices Facilities Maintenance Agreement - Stonebridge Commons - 55 Heritage Grove Court
Easement and Maintenance Agreement - Vet Mem PKWY Westchester



City of O'Fallon, Missouri Engineering Department Memorandum

Date: October 8, 2026
To: Planning & Zoning Commission, Mayor Bill Hennessy and City Council
From: Dalton Short - Plan Reviewer
Thru: Michael Snowden - City Administrator
Steve Bender - Director of Public Works
David Woods - Director of Planning & Development
Wade Montgomery - Director of Engineering
Subject: Stormwater Management and Best Practices Facilities Maintenance Agreement - Stonebridge Commons (55 Heritage Grove Ct)

This item is to be placed on November 5, 2026, Planning and Zoning Commission and November 19, 2026, City Council Consent Calendars.

BACKGROUND:

The Site Plan for the above-mentioned project was approved by Planning and Zoning Commission on January 15, 2026.

SUMMARY:

This maintenance agreement will ensure that all BMP's within Stonebridge Commons will be maintained by the Homeowners Association and follow the property forever.

RECOMMENDATION:

Staff is recommending approval of the Stormwater Management and Best Practices Facilities Maintenance Agreement for Stonebridge Commons at 55 Heritage Grove Ct.

Once approved, the signed document will be filed with the office of the Recorder of Deeds for St. Charles County and provide the City of O'Fallon with the recorded deed book and page.

Engineering Mission:

Our goal is to provide the City with Professional Engineering Services that ensure Long-Range Comprehensive Planning, Sound Project Design, Quality Construction Management and Maintenance of the City's Infrastructure.

(Space above this line reserved for Recorder of Deeds)

**STORMWATER MANAGEMENT and BEST MANAGEMENT PRACTICES
FACILITIES MAINTENANCE AGREEMENT COVER PAGE**

Date:
Grantor: Stonebridge Commons, LLC
PO Box 277
Cottleville, MO 63338
Grantee: City of O'Fallon, Missouri
100 North Main
O'Fallon, Missouri 63366

Legal Description:

Address of Property, 55 Heritage Grove Court
known as locator number St. Charles County Locator Number
and described as " Stonebridge Commons
Township 47N North, Range 3E East, St. Charles County, Missouri."

**STORMWATER MANAGEMENT and BEST
MANAGEMENT PRACTICES FACILITIES MAINTENANCE
AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between Stonebridge Commons, LLC, the Grantor hereinafter called the "Landowner", and the City of O'Fallon, Missouri, the Grantee hereinafter called the "City".

WITNESSETH, that
WHEREAS, the Landowner is the owner of certain real property generally described as (address) 55 Heritage Grove Court with a St. Charles County tax Map/Parcel Identification Number 2-0061-S034-00-0020.0000000, and as recorded by deed in the land records of St. Charles County, Missouri, Deed Book 2026R Page 011800, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on, develop or otherwise improve the property; and

WHEREAS, improvements are being made according to Site Plan/Subdivision Plan known as Stonebridge Commons hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City.

WHEREAS, the City and the Landowner, its successor and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of O'Fallon, Missouri require that on-site stormwater management / Best Management Practices (BMP) facilities be constructed and maintained on the Property; and

WHEREAS, the City requires per ordinance #5271 (City Code 405.247) that on-site stormwater management / BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners and or subdivision association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. Initial Construction: The on-site stormwater management / BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan and in accordance with City Ordinance.
2. Maintenance: The Landowner and its successors and assigns, including any homeowners and/or subdivision association, shall, at all times, adequately maintain the on site stormwater management / BMP facilities as approved for that development on the plan. The facilities to be maintained shall include all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater.

Adequate maintenance is herein defined as good working condition so that these facilities are performing functions as designed, so that these facilities do not adversely affect other elements of the overall storm water system and so that these facilities comply with City Ordinance or other applicable law. Stormwater pipes marked on the plans as "private" are to be maintained by landowner. Storm pipes which are designated as "public" are not the responsibility of the landowner; however, landowner shall take no action to cause damage or adversely affect the public systems and, furthermore, landowner shall continue to maintain the "private" facilities so as not to adversely affect the "public" facilities.

3. Annual Inspections: The Landowner, its successors and assigns, shall inspect the stormwater management / BMP facility and submit an inspection report to the City's Stormwater Coordinator annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, retention/detention and pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. City Authorized to Enter Property: The Landowner hereby grants its consent to the City to enter upon the Property, from time to time, and to inspect the stormwater management / BMP facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies, to verify the annual reports submitted by Landowner and/or to respond to citizen concerns or possible nuisance conditions. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. Maintenance Schedule: The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management / BMP facilities (including sediment and debris removal) is outlined on the approved plans or as part of this Agreement, the schedule will be followed. In addition to the actions outlined on the maintenance schedule, the Landowner and its successors and assigns shall take further action in order to keep the facilities in good working order; following the maintenance schedule, alone, will not relieve the Landowner of any responsibility to take further actions to ensure proper operation and maintenance of the facilities.
6. Failure to Maintain: In the event the Landowner, its successors and/or assigns, fails to maintain the stormwater management / BMP facilities in good working condition, the City will notify Landowner, its successors and/or assigns, of deficiencies by letter. The Landowner will have ten (10) days from the date of the letter to respond to the City with an adequate plan to make repairs. If adequate repairs are not made by Landowner in a timely manner, Landowner hereby consents and agrees that City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report; all costs of such repairs shall be billed to the Landowner, its successors and/or assigns. Landowner, its successors and/or assigns shall pay the bill as required by Section 7 of this Agreement. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of any easement for the stormwater management / BMP facilities. It is expressly understood and

agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

7. Landowner to Reimburse City: In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event that the City must pursue any action to collect any delinquent payments, Landowner, its successors and assigns, the City shall be entitled to recover all of its collection costs and attorney fees.
8. Liability and Hold Harmless: This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management / BMP facilities fail to operate properly.
9. Recording: This Agreement shall be recorded among the land records of St. Charles County, Missouri by the Landowner and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners and or subdivision association. This agreement shall be recorded with the record plat of any development that requires such a plat. If the development does not require that a plat be recorded it shall be recorded prior to approval of the construction plans for the development.

WITNESS the following signatures and seals:

LANDOWNER SIGNATURES:

Stonebridge Commons, LLC
Company/Corporation/Partnership Name (seal)
BY: Edward J. Sansone ES
Edward J. Sansone
(Type Name)
Manager
(Type Title)

COUNTY OF St Charles STATE OF Missouri

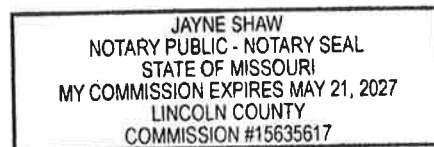
The foregoing Agreement was acknowledged before me by

Edward Sansone
(Type Name)

On this 16 day of October, 2026, by

Jayne Shaw
Jayne Shaw
NOTARY PUBLIC

My Commission Expires: May 21, 2027



CITY SIGNATURES:

Passed by Consent of the City Council for the City of O'Fallon, Missouri,
This _____ Day of _____, 20____

BY: _____
City Administrator, Michael Snowden, City of O'Fallon

ATTEST:

City Clerk, Bess Bacher, City of O'Fallon

The following pages are for contact information only for the City, it is not to be recorded.

Subject Property Information:

Property Location (Address, if applicable):
55 Heritage Grove Court

Name of Subdivision: Stonebridge Commons
Plat Number:

Name of Project on Construction
Plans: Stonebridge Commons

Construction Permit Number: RSP26-000004

Contact Information (Please Type or Print):

Applicant:

Name: Stonebridge Commons, LLC

Contact Person: EJ Sansone

Address: PO Box 277

City/State/Zip: Cottleville, MO 63338

Phone: 314-803-6449

Fax:

E-mail: ej@sansonedesignbuild.com

Property Owner:

Name: Same as above.

Contact Person:

Address:

City/State/Zip:

Phone:

Fax:

E-mail:

Contract Purchaser (if applicable):

Name: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Engineer:

Name: Bax Engineering

Contact Person: Jeff Simmons

Address: 221 Point West Boulevard

City/State/Zip: St. Charles, MO 63301

Phone: 636-928-5552

Fax: _____

E-mail: jsimmons@baxengineering.com

BMP MAINTENANCE RECOMMENDATIONS:

1) PRIVATE STORM SEWER PIPES

- a. Inspect annually to ensure pipes are clean and in good condition.
- b. Inspect structures annually and remove any trapped debris and dispose of legally.
- c. Repair defects in joints and/or material as soon as defects are observed.

2) SNOUT MAINTENANCE RECOMMENDATIONS

- a. Monthly monitoring for the first year of a new installation after the site has been stabilized is a recommended practice.
- b. Measurements should be taken after each rain event of .5 inches or more, or monthly, as determined by local weather conditions.
- c. Checking sediment depth and noting the surface pollutants in the structure will be helpful in planning maintenance.
- d. The pollutants collected in SNOUT equipped structures will consist of floatable debris and oils on the surface of the captured water, and grit and sediment on the bottom of the structure.
- e. It is best to schedule maintenance based on the solids collected in the sump. Optimally, the structure should be cleaned when the sump is half full.
- f. Structures should also be cleaned if a spill or other incident causes a larger than normal accumulation of pollutants in a structure.
- g. Maintenance is best done with a vacuum truck.
- h. All collected wastes must be handled and disposed of according to local environmental requirements.
- i. To maintain the SNOUT hoods, an annual inspection of the anti-siphon vent and access hatch are recommended. A simple flushing of the vent, or a gentle rodding with a flexible wire is all that's typically needed to maintain the anti-siphon properties. Opening and closing the access hatch once a year ensures a lifetime of trouble-free service.

3) WET POND MAINTENANCE PLAN

- a. Maintenance
 - i. Maintain all private stormwater facilities in good working order. Minimum maintenance of the private facilities shall include the routine removal of sediment, debris, oil and foreign material from the storm sewers as well as the outfall structures so that the operation and capacity of the facilities continue to function properly.
 - ii. The stormwater facilities will have an inspection every 3 months to determine if maintenance is required.
- b. Inspection of Facilities
 - i. In first year of operation, inspection shall take place at least once each quarter during the spring, summer, fall and winter.
 - ii. After the first year of operation routine inspections shall take place every 3 months.

- iii. Routine (every 3 months) inspection of stormwater facilities shall consist of the following:
 1. Inspect each storm sewer structure and outfall structure for any silt or debris build-up.
 2. Check to see that all storm sewer structure and outfall grates and lids are seated properly and no damage has occurred.
 3. All erosion gullies noted during the growing season shall be backfilled with topsoil, reseeded and protected (mulched) until vegetation is established.
 - iv. Wet Ponds shall be inspected by a qualified individual after every storm exceeding 1" of rain to ensure that they operate in good working condition. Items in need of repair shall be promptly addressed. Detailed inspections shall include the following items:
 - Sediment accumulation
 - Debris and trash accumulation
 - Repairing erosion
 - Condition of vegetation
 - Rock safety bench
- c. Cleaning of Facilities
- i. The stormwater facilities shall be cleaned after the project is completed, erosion control has been removed, and vegetation established.
 - ii. Generally, a sump- vacuum truck is the best and most convenient method of removing the captured sediment and debris from the stormwater catch basins. Once silt and debris is removed from the storm structures, the storm sewer line shall be cleaned beginning at the upstream end of the storm sewer and working downstream. Any remaining silt and debris shall be vacuumed out at the downstream structure.
 - iii. All sediment removed from the site shall be disposed of according to current erosion and sediment control regulations.
 - iv. Water that has become turbid during cleaning should be either, (1) pumped and hauled to an acceptable wastewater disposal facility or (2) treated by filtration, such as pumped through a bag filter and discharged to the sanitary sewer system. The flow rate pumped into the sanitary system shall not exceed 50 gpm.

Space Above Line Reserved For Recorder's Use

1. Title of Document: Recreational and Road Easement and Maintenance Agreement
2. Date of Document: _____, 2026
3. Grantor: Veterans Memorial PKWY No 1 LLC, a Missouri limited liability company
4. Grantor's Address: c/o Kishan Patel
2128 Williams Street, Suite 161
Cape Girardeau, Missouri 63703
5. Grantee: MIMG XCVIII Westchester Sub, LLC a Colorado limited liability company
6. Grantee's Address: 2195 N. Highway 83, Suite 14B, Franktown, CO 80116
7. Full Legal Description of Grantor Property: See Exhibit A attached hereto
8. Full Legal Description of Grantee Property: See Exhibit B attached hereto
9. Full Legal Description of Easement Area: See Exhibit C attached hereto
10. Full Legal Description of Road Easement Area: See Exhibit D attached hereto

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (this “Agreement”) is made and entered into this _____ day of _____, 2026 (the “Effective Date”), by and between Veterans Memorial PKWY No 1 LLC, a Missouri limited liability company, its successors and assigns (“Veterans”) and MIMG XCVIII Westchester Sub, a Colorado limited liability company, its successors and assigns (“Westchester”).

WITNESSETH:

BACKGROUND RECITALS

This Agreement is made and entered into in light of the following facts, matters and circumstances:

A. Veterans and Westchester are the owners of adjacent tracts of real estate located in O’Fallon, Missouri. The Veterans tract of real estate is legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the “Property”).

B. The Property was previously owned by the City of O’Fallon, Missouri. Westchester is the owner of certain property adjoining the Property and legally described on Exhibit B attached hereto and made part hereof, improved with a multi-family apartment complex commonly known as Westchester Village Apartments (hereinafter the “Benefited Property”).

C. Residents of the Benefited Property have historically used a portion of the Property for informal recreational purposes, including as a dog exercise area and children’s play area. Such use has been permissive only, has not been the subject of any written agreement, and, the Property having been held in public ownership, has not given rise to and could not have given rise to any prescriptive right, easement by implication, or other property interest in favor of Westchester or any resident of the Benefited Property.

D. Westchester desires to obtain, and Veterans is willing to grant, a non-exclusive easement over the Property for continued recreational use by residents of the Benefited Property and for the installation and maintenance of an identification sign, all on the terms and conditions set forth herein.

E. Additionally, a portion of Winged Foot Drive, a private street not maintained by the City of O’Fallon, Missouri, crosses the Property, beginning at the point where Thornbury Crossing Drive meets Veterans Memorial Parkway and continuing across the Property to the Benefited Property (the “Road”), as depicted on Exhibit D attached hereto and made a part hereof. The Road provides the primary means of vehicular and pedestrian ingress and egress between the Benefited Property and Veterans Memorial Parkway.

F. Westchester desires to obtain, and Veterans is willing to grant, a permanent and perpetual easement for vehicular and pedestrian ingress and egress over the Road, together with provisions addressing maintenance of the Road and Westchester's right to perform maintenance if

Veterans or a successor owner of the Property fails to do so, all as set forth in Section 9 of this Agreement. The Parties intend that the permanence of the easement granted over the Road be independent of, and not subject to, the term and termination provisions that apply to the recreational use easement and Sign easement granted elsewhere in this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:
 - a. "Easement Area" means that portion of the Property containing approximately 32,451 square feet, as depicted and dimensioned on Exhibit C attached hereto, and as the same may be relocated pursuant to Section 13.
 - b. "Improvements" means, without limitation, the fencing, gates, walkways, turf and landscaping, benches, waste stations, play equipment and other improvements located or to be located within the Easement Area, in Westchester's reasonable discretion and in accordance with the terms of this Agreement.
 - c. "Permitted Users" means the residents of the Benefited Property and their household members and invited guests, in each case while accompanied by or under the supervision of a resident, together with Westchester's employees, agents and contractors performing Westchester's obligations under this Agreement. Permitted Users expressly excludes the general public.
 - d. "Recreational Use" means passive recreational use as an off-leash or on-leash dog exercise area and as a children's play area, and no other use.
 - e. "Sign" means the single identification sign described in Section 7 and depicted on Exhibit C.
 - f. "Sign Area" means that portion of the Property, containing approximately _____ square feet, within which the Sign is permitted to be located, as depicted on Exhibit C.
 - g. "Road" means that portion of Winged Foot Drive, a private street, located within the Property, beginning at the point where Thornbury Crossing Drive meets Veterans Memorial Parkway and continuing across the Property to the Benefited Property, as more particularly described in Section 9.
 - h. "Road Easement Area" means that portion of the Property occupied by the Road, together with such shoulders, drainage facilities, and related appurtenances as are

reasonably necessary for ingress, egress, and maintenance of the Road, as depicted and dimensioned on Exhibit D attached hereto, and as the same may be relocated pursuant to Section 14.

2. Grant of Easement.

- a. Recreational Use; Sign. Veterans hereby creates, and grants and conveys to Westchester, for the benefit of and appurtenant to the Benefited Property, the full and free, perpetual non-exclusive easement over, upon, and across the Easement Area for Recreational Use by Permitted Users, together with reasonable pedestrian ingress and egress to and from the Easement Area over the Property along the route reasonably designated by Veterans from time to time, and for the purposes of constructing and maintaining the Sign discussed in Section 7 (the "Recreational Easement"). The easement granted herein is subject to all matters of record and to the terms, conditions, reservations, provided the same do not preclude or unreasonably interfere with the use of the Recreational Easement by Permitted Users, and limitations set forth in this Agreement.
- b. Roadway. Veterans hereby creates, and grants and conveys to Westchester, for the benefit of and appurtenant to the Benefited Property, a permanent, perpetual, non-exclusive easement over, upon, and across the Road Easement Area for vehicular and pedestrian ingress and egress by Westchester, the residents of the Benefited Property and their household members, invitees and guests, and Westchester's employees, agents, contractors, and delivery, emergency, and service providers, between the Benefited Property and Veterans Memorial Parkway, at all times, twenty-four (24) hours per day, seven (7) days per week (the "Road Easement"). The Road Easement is subject to all matters of record and to the terms, conditions, reservations, provided the same do not preclude or unreasonably interfere with the use of the Road Easement by Permitted Users, and limitations set forth in this Section 9.

3. Terms and Conditions of Recreational Easement.

- a. The Recreational Easement granted herein shall commence on the Effective Date and shall continue for an initial term of twenty (20) years (the "Initial Term"), unless sooner terminated as provided herein. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive additional terms of twenty (20) years (each considered a "Renewal Term") unless either Party delivers written notice of non-renewal to the other Party not less than ninety (90) days prior to the expiration of the then-current term. If timely notice of nonrenewal is given by either Party, the Recreational Easement granted herein shall expire at the end of the then-current term without further action of either Party, and Westchester shall perform its own removal and restoration obligations under Section 3(c). References herein to the "term" of this Agreement with respect to the Recreational Easement, mean the Initial Term and, if applicable, any Renewal Term.

- b. Notwithstanding the foregoing, the Recreational Easement shall terminate automatically, without further action of any Party, upon the earliest to occur of: (i) the date the Benefited Property ceases to be operated primarily as a multi-family residential apartment complex for a continuous period of ninety (90) days; (ii) the date Westchester abandons the Easement Area, which shall be conclusively presumed if the Easement Area is not used as provided in Sections 4 and 7 for a continuous period of ninety (90) days (excluding periods of casualty repair, seasonal closure or lack of use due to inclement weather and force majeure); (iii) termination by Veterans pursuant to Section 19 following an uncured default; (iv) the taking of all or substantially all of the Easement Area by condemnation or conveyance in lieu thereof; or (v) the execution and recording of a written termination agreement by Veterans and Westchester.
- c. Upon termination of the Recreational Easement, Westchester shall, within ninety (90) days and at its sole cost, remove the Sign and, at Veterans' election, all or any portion of the Improvements, and restore the Easement Area to a graded and seeded condition. Upon request and provided Veterans has the right to terminate the Recreational Easement pursuant to the terms of this Agreement, Westchester shall execute and deliver a recordable instrument confirming the termination of the Recreational Easement; the obligations of this Section 3(c) with respect to the Recreational Easement shall survive termination.

4. Permitted Use; Limitations.

- a. The Easement Area shall be used solely for Recreational Use by Permitted Users and for ingress and egress as set forth in Section 2 of this Agreement, and for no other purpose. No commercial activity of any kind shall be conducted within the Easement Area, including without limitation commercial dog training, boarding, day care, or the charging of any fee for access.
- b. With the exception of the use of the Road Easement by Permitted Users, use of the Easement Area shall be limited to the hours of 6:00 a.m. to 10:00 p.m. daily including holidays and weekends. No overnight use, no Westchester organized gatherings exceeding twenty-five (25) persons, no alcohol, no open flame or cooking, no amplified sound, no lighting other than as presently exists or as approved by Veterans pursuant to Section 6, and no structures other than the Improvements shall be permitted. The Roadway may be utilized for ingress and egress by occupants of Westchester and by emergency vehicles at any reasonable time.
- c. Westchester shall adopt, post at the Easement Area, and enforce rules and regulations governing use of the Easement Area consistent with this Agreement, including without limitation requirements regarding leashing, and immediate removal and disposal of animal waste,. Westchester shall use commercially reasonable efforts to enforce such rules and to address any violation of which it

receives notice.

- d. Westchester shall not permit any use of the Easement Area that unreasonably interferes with the construction, operation, maintenance, or use of the Property or the adjoining hotel, parking, access and other improvements, or that creates a nuisance, odor, noise or safety condition affecting the Property or any adjoining property. In no event will the use of the Road Easement by Permitted Users be deemed to unreasonably interfere with the construction, operation, or maintenance of the Property.
5. Condition of Easement Area; No Warranty. Westchester accepts the Easement Area and the Improvements in their “AS IS, WHERE IS” condition, with all faults, as of the Effective Date. Except for Veterans express representation that Westchester shall at all times have access to the Benefited Property by way of the Road Easement and Veterans obligation to maintain the Road Easement Area in accordance with this Agreement, Veterans makes no representation or warranty, express or implied, as to the condition, suitability, safety, or fitness of the Easement Area or the Improvements for Recreational Use or any other purpose, or as to the compliance of the Improvements with any applicable code, standard or guideline, including without limitation the Americans with Disabilities Act and the U.S. Consumer Product Safety Commission Public Playground Safety Handbook. Westchester has satisfied itself as to such matters.
6. Improvements.
 - a. Westchester shall not construct, install, alter, or expand, any Improvement within the Easement Area without Veterans’ prior written consent, which consent shall be granted as to alterations that do not increase the footprint of the Easement Area, do not violate applicable height restrictions, and do not affect drainage, grading, utilities, or sight lines. Westchester shall submit plans and specifications to Veterans for review, and Veterans shall respond within thirty (30) days of receipt.
 - b. All work performed by Westchester in connection with the use of the Recreational Easement shall be performed at Westchester’s sole cost and expense, by licensed and insured contractors, in a good and workmanlike manner, in compliance with all applicable laws and the City’s codes and ordinances, and pursuant to all required permits and approvals. Westchester shall use reasonable efforts to schedule work so as to minimize interference with the use and operation of the Property.
 - c. Westchester shall keep the Property free and clear of all mechanic’s, materialmen’s and other liens arising out of work performed by or on behalf of Westchester, and shall discharge or bond over any such lien within thirty (30) days after the filing thereof. Nothing in this Agreement shall be construed as Veterans’ consent to the filing of any lien against the Property or any interest of Veterans therein.
 - d. All Improvements shall remain the property of Westchester during the term and shall be removed as provided in Section 3(c).

The Easement Area shall be maintained in a manner which complies with all applicable laws, statutes, rules, codes and regulations.

7. Sign.

- a. Westchester shall have the right to install and maintain, at its sole cost and expense, one (1) sign within the Sign Area, provided that such Sign and the design thereof conforms to then applicable zoning laws and other ordinances.
- b. The Sign shall be used solely to identify the Benefited Property and/or the Easement Area. The Sign shall not be used for third-party advertising, off-premises advertising, changeable copy, or digital or animated display. Any change to the Sign face, copy, or structure shall require Veterans' prior written consent, not to be unreasonably withheld, as to changes in copy occasioned by a change in the name of the Benefited Property.
- c. Westchester shall, at its sole cost, obtain all permits and approvals required for the Sign and shall install and maintain the Sign in compliance with all applicable laws and the City's sign code and zoning regulations. Veterans' consent to the design of the Sign shall not constitute a representation that the Sign complies with any such requirement or that any permit will be issued.
- d. The Sign shall not be located, and no landscaping or Improvement shall be maintained, so as to obstruct sight distance or sight triangles at any drive, intersection or right-of-way, or to interfere with any traffic control device. If the City, the Missouri Highways and Transportation Commission, or any other authority having jurisdiction determines that the Sign creates a sight-distance or safety hazard, Westchester shall relocate or remove the Sign at its sole cost within thirty (30) days after notice, weather permitting.
- e. Westchester shall maintain the Sign in good condition and repair, ordinary wear and tear excepted, free of rust, graffiti and material damage, and shall promptly repair or replace any damaged or non-functioning component, including any illumination. If Westchester fails to do so within thirty (30) days after notice of such damage, Veterans may exercise the self-help remedy set forth in Section 8(d).
- f. Westchester shall pay all costs of electrical service to the Sign, if any, and shall cause such service to be separately metered or, if separate metering is impracticable or would materially increase the cost of constructing the sign, shall reimburse Veterans for the reasonably estimated cost thereof within thirty (30) days after invoice.

8. Maintenance.

- a. Except for Veteran's obligations regarding the Road Easement Area set forth in Section 9 below, Westchester shall, at its sole cost and expense, maintain, repair

and replace the Easement Area, the Improvements and the Sign in a clean, safe, sanitary, generally attractive and good condition and repair, in compliance with all applicable laws and City property maintenance codes. Westchester's obligations include, without limitation: mowing, watering, fertilizing and replacing turf and landscaping; maintaining, repairing and replacing fencing, surfacing and play equipment; providing, stocking and servicing waste receptacles and pet waste stations; removal of litter and animal waste; pest and odor control; snow and ice removal from walkways serving the Easement Area; and prompt removal of graffiti.

- b. Westchester shall not cause or create any condition within the Easement Area to cause or contribute to erosion, ponding, or the obstruction or alteration of stormwater flow across the Property, and shall promptly repair any such condition caused by Westchester or Permitted Users.
- c. Westchester shall promptly repair, at its sole cost, any damage to the Property, the adjoining hotel or parking improvements, or any landscaping, paving or utility facility thereon, caused directly by Westchester, the Permitted Users, or their respective agents, contractors or animals in connection with the use of the Easement Area.
- d. If Westchester fails to perform any maintenance, repair or removal obligation under this Agreement and such failure continues for thirty (30) days after written notice from Veterans (or, in the event such notice identifies a condition that Veterans reasonably determines poses an imminent threat to health, safety or property, immediately upon such notice as is reasonable under the circumstances), Veterans may, but shall not be obligated to, enter the Easement Area and perform such obligation. Westchester shall reimburse Veterans for the reasonable costs incurred within thirty (30) days after invoice. Veterans' exercise of this right shall not constitute a waiver of any other remedy, an assumption of any of Westchester's obligations, or an election of remedies.

9. Road Easement; Permanent Access; Maintenance and Step-In Rights.

- a. Permanent and Perpetual Nature; Not Subject to Section 3. The Road Easement is permanent and perpetual, shall run with the land, and shall burden the Property and benefit the Benefited Property in perpetuity. Notwithstanding Section 3 or any other provision of this Agreement, the Road Easement shall not expire, lapse, or be subject to any term, renewal requirement, or notice of non-renewal, and shall not terminate upon the expiration or termination, for any reason, of the other easements granted in Section 2 or Section 7, including upon abandonment of the Easement Area, cessation of the Benefited Property's use as a multi-family residential apartment complex, an uncured default under Section 2 or Section 7, or the recording of a termination agreement limited to the Section 2 and Section 7 easements. The Road Easement may be terminated only by a written instrument, executed and recorded by both Veterans and Westchester, that expressly terminates the Road Easement by reference to this Section 9.

- b. Condition of Road Easement Area; No Warranty. Westchester accepts the Road Easement Area in its “AS IS, WHERE IS” condition, subject to Veterans’ continued maintenance obligations, with all faults, as of the Effective Date. Veterans makes no representation or warranty, express or implied, as to the condition, suitability, or fitness of the Road for ingress, egress, or any other purpose.
- c. Maintenance of Road. Subject to Section 9(e), Veterans shall, at its sole cost and expense, maintain, repair, and keep the Road in good condition and working order, in compliance with all applicable laws, so as to provide safe and unobstructed vehicular and pedestrian ingress and egress at all times. Veterans shall not permit any condition within the Road Easement Area that unreasonably obstructs, restricts, or interferes with the ingress and egress rights granted under Section 9(a), including by gate, barricade, construction, excavation, storage of materials, or parking, except as reasonably necessary and for the shortest practicable duration to perform maintenance, repair, or construction work.
- d. Exception for Governmental Maintenance. This Section 9 does not alter or relieve the City of O’Fallon, Missouri or any other governmental authority of any maintenance obligation that applies to the Road by law, if any; if now or in the future the City of O’Fallon Missouri or other authority having jurisdiction performs Veterans’ maintenance obligations with respect to the Road as set forth herein, then during such time Veterans will be deemed to have complied with this Section, provided however that Veterans’ shall remain obligated to maintain the road in accordance with this Section any time during which the Road is no longer maintained by the City of O’Fallon Missouri or other authority having jurisdiction.
- e. Westchester’s Step-In Rights. If Veterans, or any successor owner of the Property, fails to perform any maintenance or repair obligation under Section 9(d) and such failure continues for thirty (30) days after written notice from Westchester specifying the failure (or, in the event such notice identifies a condition that Westchester reasonably determines poses an imminent threat to health, safety, or the ability to access the Benefited Property, immediately upon such notice as is reasonable under the circumstances), Westchester may, but shall not be obligated to, enter the Road Easement Area and perform such maintenance or repair obligation. Veterans shall reimburse Westchester for the reasonable, documented costs incurred by Westchester under this Section 9(f), within thirty (30) days after invoice. Westchester’s exercise of the step-in right under this Section 9(f) shall not constitute a waiver of any other remedy available to Westchester, an assumption by Westchester of Veterans’ maintenance obligations on an ongoing basis, or an election of remedies. Westchester shall perform any work under this Section 9(f) in a good and workmanlike manner, using licensed and insured contractors where appropriate, and shall use commercially reasonable efforts to minimize interference with Veterans’ use of the Property.

- f. Relocation of Road Easement Area. The Road Easement Area may be relocated only in accordance with Section 14, and any relocated route must continue to provide ingress and egress between the Benefited Property and Veterans Memorial Parkway of substantially equivalent utility, safety, and convenience to the Road Easement Area it replaces.

10. Utilities. Westchester shall pay all charges for water, electricity, irrigation, and other utilities servicing the Easement Area for purposes of Recreational Use, the Improvements and the Sign. Westchester shall be responsible, at its sole cost, for causing such utilities to be separately metered where practicable, and for the installation, maintenance, and repair of all utility facilities exclusively service the Easement Area, subject to Veterans' prior written approval of the location thereof. Veterans agrees to cooperate with Westchester, such cooperation including but not limited to executing additional easements over Grantor Property, to the extent necessary such that Westchester can comply with the requirements of this Section.

11. Insurance.

- a. Throughout the term, Westchester shall maintain, at its sole cost: (i) commercial general liability insurance covering the Recreational Easement Area and Westchester's activities thereon, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate, written on an occurrence basis, with no exclusion for animal-related injury or for playground or recreational equipment; and (ii) if applicable, umbrella or excess liability coverage of not less than five million dollars (\$5,000,000.00).
- b. Veterans shall be named as additional insureds on the liability policies with respect to the Easement Area, on a primary and non-contributory basis. Insurers shall be licensed in Missouri with an A.M. Best rating of not less than A- and financial size category of not less than VIII.
- c. Westchester shall deliver certificates and additional insured endorsements to Veterans on the Effective Date and annually thereafter, and shall provide not less than thirty (30) days' prior written notice of cancellation or material modification of any insurance policies required hereunder.
- d. Notwithstanding any other provision of this Agreement to the contrary, the maintenance of insurance required by this Section 11 is a material condition of the easements granted herein. If at any time any policy required by this Section 11 lapses, is cancelled, expires without replacement, is reduced below the required limits, or ceases to name Veterans as additional insureds as required herein, then (i) all rights of Westchester and the Permitted Users to use or enter the Easement Area shall be automatically suspended, without notice, for so long as such condition continues, and (ii) Veterans may terminate the Recreational Easement, effective

immediately upon written notice to Westchester, without any obligation to afford Westchester an opportunity to cure and without regard to whether Westchester has since reinstated or replaced the required coverage. Westchester's failure to deliver the certificates and endorsements required by Section 11(b) within thirty (30) days after written request shall be deemed conclusive evidence that the required insurance is not in force. Termination of the Recreational Easement under this Section 11(d) shall not relieve Grantee of any obligation accruing prior to termination, and shall be in addition to and not in lieu of any other remedy available to Veterans.

12. Indemnification; Assumption of Risk. Westchester shall indemnify, defend and hold harmless Veterans, and its officers, members, managers, employees, agents, contractors, lenders, successors and assigns (each an "Indemnified Party"), from and against any and all claims, demands, actions, causes of action, losses, damages, injuries, deaths, liabilities, penalties, costs and expenses (including reasonable attorneys' fees and court costs) caused directly by (i) the use or occupancy of the Easement Area by Westchester or any Permitted User; (ii) the condition, construction, installation, maintenance, repair or removal of the Improvements or the Sign; (iii) any act or omission of Westchester or any Permitted User; (iv) any injury caused by an animal brought onto the Easement Area by a Permitted User; or (v) any breach of this Agreement by Westchester; except to the extent caused by the use of the Easement Area or Improvements by an Indemnified Party or such party's guest or invitee or the gross negligence or willful misconduct of a Indemnified Party. Westchester acknowledges on its own behalf and on behalf of the Permitted Users that use of a dog exercise area and play area involves inherent risks, including risk of injury from animals and from play equipment, and that all such use is undertaken at the user's own risk. The indemnity obligations of this Section 12 shall survive the expiration or termination of this Agreement.

13. Reservation of Rights by Veterans. Veterans reserves unto itself, its successors and assigns, all rights in and to the Property not expressly granted herein, including without limitation the right to: (a) use the Easement Area for any purpose not materially and unreasonably inconsistent with the easements granted herein, provided that Westchester shall have no liability whatsoever, under this Agreement or otherwise, for such use; (b) install, maintain, repair and replace utilities, drainage facilities, stormwater improvements, paving, curbing, lighting and landscaping over, under and across the Easement Area provided the same do not permanently or materially impair the Recreational Use of the Easement Area or ingress and egress to the Benefited Property by way of the Roadway Easement Area, except as required to comply with applicable law or an approved development plan for the Property; (c) grant additional easements, licenses and rights of way over the Property, including within the Easement Area, provided the same do not permanently or materially impair the Recreational Use; (d) enter the Easement Area at reasonable times for inspection and for the exercise of the foregoing rights; and (e) develop, construct, use, operate, alter, finance, encumber, convey and lease the balance of the Property without restriction. Veterans shall use commercially reasonable efforts to minimize interference with Recreational Use during any such work, but temporary interruption, less than thirty (30) days, of Recreational Use shall not constitute a breach of

this Agreement. The foregoing notwithstanding, in no event will temporary disruption of ingress and egress to and from the Benefited Property by way of the Roadway Easement Area be permitted under this Agreement.

14. Relocation. Veterans shall have the right, at any time and from time to time, upon not less than ninety (90) days' prior written notice to Westchester, to relocate the Easement Area and/or the Sign Area to another portion of the Property, provided that the relocated area is (a) of substantially equivalent size and suitable for Recreational Use, (b) reasonably accessible and contiguous to the Benefited Property, and (c) relocated at Veterans' sole cost, including the cost of relocating or replacing the Improvements and the Sign.
15. Condemnation and Right-of-Way Dedication. The easements granted herein are and shall be subordinate to any dedication, conveyance or taking of all or any portion of the Easement Area for public right-of-way, roadway, sidewalk, utility or stormwater purposes. If all or any portion of the Easement Area is so dedicated, conveyed or taken, the Recreational Easement shall terminate as to the affected portion, and if all or any portion of the Road Easement Area is so dedicated, conveyed or taken, then Veterans shall be obligated to relocate the Road Easement pursuant to Section 14. Westchester shall have no claim against Veterans or the City on account of any such dedication, conveyance or taking, and shall have no right to participate in any award except for a separate award, if any, made specifically for the Improvements or the Sign, for Westchester's relocation costs, or in connection with the value of the Road Easement.
16. No Public Dedication; No Third-Party Rights. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, and no right, benefit, or interest is intended to be created in favor of the general public or any person or entity other than the Parties, and their respective successors and permitted assigns. The Parties shall take such reasonable steps as may be necessary to prevent the Easement Area from becoming subject to any claim of public dedication or prescriptive right, including, at Veterans' election, the posting of signage stating that use is by permission and limited to residents and guests of Veterans and Westchester, and the closure of the Easement area to all use for (1) day in each calendar year.
17. Compliance with Law; Environmental. Westchester shall comply, and shall cause the Permitted Users to comply, with all applicable federal, state and local laws, ordinances, codes and regulations in connection with the use of the Easement Area. Westchester shall not use, generate, store, release or dispose of any hazardous substance on or about the Property and shall cause all animal waste to be collected and disposed of in compliance with applicable law and in a manner that does not result in contamination of soils, stormwater or adjacent property.
18. Casualty. If any Improvement or Sign is damaged or destroyed, Westchester shall, within thirty (30) days after the casualty, or, if such repair cannot be reasonably completed within thirty (30) days then within reasonable time, either (a) repair or replace the same in accordance with Section 6, or (b) remove the same and restore the affected area in

accordance with Section 3(c). Westchester shall in all events promptly, upon becoming aware of such condition, secure the area against any hazardous condition.

- 19. Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, may be given by counsel for a party and shall be deemed to be delivered on the date of actual delivery (or attempted delivery) or refusal thereof by a reputable nationally recognized overnight delivery service such as FedEx or UPS that provides a signed receipt and confirmation of delivery. Each of Westchester and Veterans may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

Westchester:
MIMG XCVIII Westchester Sub, LLC
Attn: Monarch Contracts Administrator
2195 N. Highway 83, Suite 14B
Franktown, CO 80116

Veterans:
Veterans Memorial PKWY No 1 LLC
c/o Kishan Patel
2128 William Street, Suite 161
Cape Girardeau, Missouri, 63703

With a copy to:

Lashly & Baer, P.C.
714 Locust Street
St. Louis, MO 63101
Attn: Brian J. Malone, Esq.

20. Default and Remedies.

- a. A Party shall be in default of this Agreement if it fails to perform any obligation under this Agreement and such failure continues for thirty (30) days after written notice specifying the failure.
- b. Upon default, the non-defaulting Party may pursue any remedy available at law or equity, including specific performance and injunctive relief, damages, and in the case of a default by Westchester, the self-help remedy set forth in Section 8(d), and in the case of a default by Veterans, the self-help remedy set forth in Section 9(e). In addition, Veterans may terminate the Recreational Easement upon written notice to Westchester if (i) Westchester fails to cure a default under this Agreement within the applicable cure period, or (ii) permits use of the Easement Area for any purpose other than Recreational Use.

- c. The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.
21. Governing Law; Venue. The Laws of the State of Missouri shall govern the interpretation, validity, performance, and enforcement of this Agreement. Any action arising out of or concerning this Agreement shall be brought only in the Circuit Court of St. Charles County, Missouri, and the Parties consent to the exclusive jurisdiction and venue of that court.
22. Estoppel Certificates. Each party bound hereby agrees that, within fifteen (15) days of its receipt of a written request from the other party shall from time to time provide the requesting party a certificate, in a form reasonably acceptable to the certificate provider, binding upon such party stating: (a) to the best of such party's knowledge, whether the other party is in default or violation of this Agreement and if so, identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
24. Release. If either Westchester or Veterans shall sell, transfer or assign its respective property or its interest therein, it shall, except as provided otherwise in this Agreement be released from its unaccrued obligations hereunder from and after the date of such sale, transfer or assignment.
25. Further Assurances. Each party agrees to execute and deliver to the other party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the parties as contained in this Agreement.
26. Miscellaneous. As used in this Agreement, the masculine, feminine or neuter gender and singular or plural numbers shall each be deemed to include the other whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning. The captions set forth at the beginning of each Section are for the convenience of the parties only and are not intended to fully describe or define the provisions of portions of the Agreement to which they pertain. With respect to this Agreement time is of the essence. If any date under this Agreement on which an event is to occur or notice is to be given falls on a Saturday, Sunday or Federal holiday, then such date shall be the first business day following such Saturday, Sunday or Federal holiday.
27. This instrument shall run with the land and be binding upon the grantees, lessees, successors, and assigns of the parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove first set forth.

GRANTOR: Veterans Memorial PKWY No 1 LLC

By: _____

Printed Name: Andy Patel

Title: Manager

STATE OF MISSOURI)
) SS
CAPE GIRARDEAU COUNTY)

On this _____ day of _____, 2026, before me appeared Andy Patel, to me personally known, who, being by me duly sworn did say that he is the Manager of Veterans Memorial PKWY No 1 LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my office in the State and County aforesaid, on the day and year hereinabove first written.

Notary Public

My commission expires:_____.

GRANTEE:

MIMG XCVIII Westchester Sub, LLC
a Colorado limited liability company

By: Monarch Management, Inc.
a Colorado corporation, its Manager

By: _____

Printed Name: C. Robert Nicolls, II

Title: President

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me appeared C. Robert Nicolls, II, to me personally known, who, being by me duly sworn did say that he is the President of Monarch Management, Inc., a Colorado corporation, the Manager of, MIMG XCVIII Westchester Sub, LLC, a Colorado limited liability company, 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 hereunto set my hand and affixed my official seal at my office in the State and County aforesaid, the day and year first above written.

Notary Public

My commission expires:_____.

EXHIBIT A TO EASEMENT AGREEMENT

Veterans Property Legal Description

A TRACT OF LAND BEING PART OF U.S. SURVEY 1780, TOWNSHIP 47 NORTH, RANGES 2 & 3 EAST AND PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF WESTCHESTER DGR LP TRACT PER BOOK 1382 PAGE 1670 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE NORTHEASTERN RIGHT-OF-WAY OF VETERANS MEMORIAL PARKWAY (WIDTH VARIES), NORTH 45 DEGREES 40 MINUTES 16 SECONDS WEST, 321.66 FEET TO A POINT; THENCE LEAVING SAID NORTHEASTERN RIGHT-OF-WAY OF VETERANS MEMORIAL PARKWAY, NORTH 72 DEGREES 34 MINUTES 12 SECONDS EAST, 229.04 FEET TO A POINT ON THE WESTERN LINE OF WESTCHESTER DGR LP TRACT; THENCE ALONG SAID WEST LINE, SOUTH 2 DEGREES 15 MINUTES 31 SECONDS EAST, 293.60 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.745 ACRES (32,451 SQUARE FEET), MORE OR LESS.

EXHIBIT B TO EASEMENT AGREEMENT

WESTCHESTER PROPERTY LEGAL

LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF U.S. SURVEY 1780, IN TOWNSHIP 47 NORTH, RANGES 2 AND 3 EAST, O'FALLON, ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT SOUTHWARDLY 280 FEET PERPENDICULAR DISTANCE FROM STATION 649 PLUS 70 OF THE INTERSTATE HIGHWAY 70 SYSTEM, THENCE ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF INTERSTATE 70 NORTH 87° 15' 45" EAST, 120.00 FEET TO AN IRON PIPE BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF GROUND; THENCE CONTINUING ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF THE INTERSTATE HIGHWAY 70 NORTH 87° 15' 45" EAST, 570.65 FEET; AND NORTH 81° 01' 23" EAST 284.87 FEET TO A POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BRYANT LANE 40 FEET WIDE AND THE SOUTHERN RIGHT-OF-WAY LINE OF INTERSTATE 70; THENCE ALONG THE WEST LINE OF BRYANT LANE SOUTH 01° 02' 47" EAST, 650.00 FEET TO A POINT; THENCE SOUTH 89° 00' 45" WEST, 840.00 FEET TO AN IRON PIPE; THENCE NORTH 02° 15' 31" WEST, 593.12 FEET TO THE TRUE POINT OF BEGINNING, ACCORDING TO A SURVEY BY PICKETT, RAY & SILVER, INC., DURING THE MONTH OF JUNE, 1991.

EXHIBIT C TO EASEMENT AGREEMENT

Easement Area

Cross hatched area denotes easement area

Revise to include only bottom half of easement area (south of Winged Foot)

EXHIBIT D TO EASEMENT AGREEMENT
DESCRIPTION OF ROAD EASEMENT AREA

MC 43477

ROUTE: I-70
COUNTY: St. Charles
PROJECT: 6-I-941
PARCEL: 12

SPECIAL WARRANTY DEED

1384 PAGE 27

6-24
THIS INDENTURE, made this April 25, 1991 by
and between Wentzway Corporation
of the County of St. Charles, State of Missouri,
part y of the first part, and the City of O'Fallon, Missouri party of the
second part.

WITNESSETH, that the said part y of the first part, in consideration
of the sum of ==
Dollars, to it paid by the said party of the second part, the receipt of
which is hereby acknowledged, do es by these presents grant, bargain and
sell, convey and confirm unto said party of the second part, its successors and
assigns, the following described real estate and interests in real estate in the
County of St. Charles, State of Missouri, to wit:

NEW RIGHT-OF-WAY RELOCATED SOUTH OUTER ROAD

A parcel of land in U.S. Survey 1780, Township 47 North, Ranges 2 and 3 East, in
the City of O'Fallon, St. Charles County, Missouri, described as follows:

Commencing at the Southeast corner of said U.S. Survey 1780; thence North
1°14'08" East, along the East line of said U.S. Survey 1780, a distance of
2279.61 feet; thence North 88°45'52" West, perpendicular to said East line, a
distance of 20.00 feet, to a point on the West right-of-way line of Bryan Road,
as now established, and the Point of Beginning; thence North 10°04'28" West, a
distance of 152.97 feet; thence North 49°26'49" West, a distance of 74.21 feet;
thence South 89°39'22" West, a distance of 420.00 feet; thence South 83°36'52"
West, a distance of 95.01 feet; thence Westerly and Northwesterly, along a curve
to the right having a radius of 632.96 feet, a central angle of 45°33'04" and an
initial tangent bearing of South 89°39'22" West, an arc distance of 503.21 feet;
thence North 85°03'43" West, a distance of 74.69 feet; thence North 37°29'43"
West, a distance of 60.00 feet; thence North 7°30'17" East, a distance of 70.71
feet; thence North 37°29'43" West, a distance of 385.82 feet; thence North
50°30'32" West, a distance of 90.02 feet; thence North 44°39'06" East, a
distance of 141.60 feet; thence South 37°29'43" East, a distance of 492.88 feet;
thence North 73°45'04" East, a distance of 229.04 feet; thence South 1°04'39"
East, a distance of 293.60 feet; thence South 88°48'51" East, a distance of
838.77 feet, to a point on the West right-of-way line of said Bryan Road; thence
South 1°14'08" West, along said West right-of-way line, a distance of 323.21
feet, to the Point of Beginning. Said parcel contains Five and Ninety-Eight
Hundredths (5.980) acres, more or less.

Conditions:

All the provisions of the Agreement dated 4-25-91 between the
City of O'Fallon and Wentzway Corporation, a copy of which is attached hereto, are
incorporated as conditions to this Deed.

26013

STATE OF MISSOURI
COUNTY OF ST. CHARLES
FILED FOR RECORD
1991 JUL 17 PM 3:46

Barbara J. [Signature]
REC'D & INDEXED

TO HAVE AND TO HOLD the same, with all rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns forever; the said party of the first part hereby covenanting that it and its successors and assigns will warrant and defend the title to the premises unto said party of the second part and unto its successors and assigns forever, against the lawful claims of all persons claiming by, through or under party of the first part but none other, excepting, however, the general taxes for the calendar year 1991 and thereafter and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part has executed the above the day and year first above written.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

WENTZWAY CORPORATION

CITY OF O'FALLON, MISSOURI

By: Glen Travis
Name: GLEN TRAVIS
Title: President

By: Gerald R. Hurlbert
Name: Gerald R. Hurlbert
Title: City Engineer

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

On this 25th day of April, 1991, before me appeared Glen Travis, to me personally known, who, being by me duly sworn, did state that he is the President of Wentzway Corporation 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 for the consideration stated therein and no other, and said Glen Travis 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 official seal in the County and State aforesaid, the day and year first above written.

My term expires _____, 19__.

William J. Travis
Notary Public

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

WILLIAM J. TRAVIS, Notary Public
COUNTY OF ST. LOUIS, STATE OF MISSOURI
MY COMMISSION EXPIRES: 1/14/95

On this _____ day of April, 1991, before me appeared _____, to me personally known, who, being by me duly sworn, did state that he is the _____ of the City of O'Fallon, a municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said city, and that said instrument was signed and sealed in behalf of said city by authority of its City Council; and said _____ acknowledged said instrument to be the free act and deed of said city.

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

My term expires _____, 19__.

Notary Public

This Agreement is made as of the 25th day of APRIL, 1991, by and between Wentzway Corporation, a Missouri corporation with its principal offices at 11505 Olive Blvd., St. Louis, Missouri 63141 (hereinafter referred to as "Wentzway"), and the City of O'Fallon, Missouri (hereinafter referred to as "City").

WHEREAS, Wentzway owns in fee simple certain land situated in the City, consisting of approximately 120 acres, at or near the intersection of the present South Outer Roadway to Highway I-70 and Bryan Road (hereinafter referred to as the "Property"); and

WHEREAS, City, in conjunction with the Missouri Highway and Transportation Commission, wishes to build a new interchange at Highway I-70 and Bryan Road; and

WHEREAS, City has threatened to use the power of eminent domain to acquire approximately seven (7) acres of the Property for right-of-way for the new interchange; and

WHEREAS, Wentzway seeks guarantees from the City concerning construction of the new right-of-way, access to its remaining property and development of its remaining property;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, the Parties agree as follows:

1. Wentzway shall execute and deliver to the City the necessary deeds for the right-of-way over the Property. This Agreement shall be incorporated into and attached to said deeds.
2. The City will build at the City's sole expense a new South Outer Roadway to Highway I-70 in accordance with the plans

for Missouri Highway and Transportation Commission Job No. 6-I-941, as reviewed and approved by Wentzway and Wentzway's engineers, Techniplan, Inc., in March, 1991. The City shall not materially alter said plans without Wentzway's prior written approval.

3. The City will install two (2) intersection entrances to the Property, one such entrance on Bryan Road and the second such entrance on the relocated South Outer Roadway to Highway I-70. The entrances shall be located at points to be mutually agreed upon by Wentzway and the City, and shall be constructed at the City's sole expense in accordance with the design criteria of the Missouri Highway and Transportation Department and the City of O'Fallon Subdivision Ordinance. The apron for both sides of such intersections shall extend to the full extent of the curb radius points.

4. The City will install a traffic signal during the Phase II construction on said Job No. 6-I-941 (estimated start date of Phase II is January, 1992, and estimated completion date is December, 1992). The City shall provide and install said traffic signal at the City's sole expense, at the intersection of the -- relocated South Outer Road and the entrance to Wentzway's property. The City shall maintain said traffic signal at its sole expense, and shall upgrade the signalization as traffic conditions dictate, at the City's sole expense.

5. When requested by Wentzway, the City will promptly issue the necessary variances required for an additional twin faced billboard sign permit on Highway I-70 on Wentzway's property.

6. The City agrees to waive all sewer and water line tap-in fees for development of Wentzway's remaining property.

7. The City shall allow Wentzway to construct additional driveways and curb cuts on the South Outer Road and Bryan Road as needed by Wentzway, provided that such driveways and curb cuts shall meet normal safety and engineering standards and normal City requirements for driveway permits. Such driveways and curb cuts shall be in addition to the entrances provided in Paragraph 3 hereof.

8. The benefits of this Agreement shall extend to Wentzway's successors and assigns.

9. The City shall indemnify Wentzway and hold Wentzway harmless from any damage, cost or expense including attorney's fees incurred by Wentzway in connection with any claim arising out of the City's use of the Property pursuant to any temporary easement for construction of the right-of-way improvements.

10. The City shall maintain all areas covered by the permanent drainage easement on the Property.

11. This Agreement shall become effective upon execution by the Parties and upon the City's issuance of an Ordinance approving this Agreement in full. The City shall not cause the deeds for the right-of-way to be recorded until the City has passed an Ordinance approving this Agreement.

Approved by City of O'Fallon
Ordinance No. 1922 this
7th day of May, 1991.

ATTEST:

WENTZWAY CORPORATION

William J. Travis
William J. Travis, Secretary

By J. Glennon Travis Pres.
J. Glennon Travis, President

Dated: _____

SEAL

ATTEST:

CITY OF O'FALLON, MISSOURI

Glenn D. Galvin
City Clerk

By Edward J. Kierman, Mayor

Dated: 5-7-91

3426/61

END OF DOCUMENT

Sponsored by: Mayor Hennessy

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EXCESS PROPERTY
PREVIOUSLY USED AS RIGHT-OF-WAY FOR WINGED FOOT DRIVE AND VETERANS
MEMORIAL PARKWAY.**

WHEREAS, a portion of the right-of-way for Winged Foot Drive and Veteran's Memorial Parkway was previously acquired by the City of O'Fallon by special warranty deed recorded in Book 1384, page 27 of the St. Charles County records; and

WHEREAS, the property was acquired in fee simple from Wentzway Corporation for the City of O'Fallon for use as a right-of-way for the new interchange at Highway I-70 and Bryan Road; and

WHEREAS, Veterans Memorial PKWY No 1 LLC owns approximately a 3.3-acre parcel located adjacent to Veterans Memorial Parkway at the northeast corner of Veteran's Memorial Parkway and Winged Foot Drive and proposes to construct new hotel properties in conjunction with the development of a Sports Facility at the southeast corner of the intersection of Thornbury Crossing Drive and Veteran's Memorial Parkway in the City of O'Fallon; and MIMG XCVIII WESTCHESTER SUB LLC owns approximately a 12.29 acre parcel located adjacent to Veterans Memorial Parkway containing an apartment complex known as Westchester Village Apartments; and

WHEREAS, Section 2.10 of that certain Development Agreement executed by the City of O'Fallon and the Playfield Commons, LLC. *("Developer"), an affiliate entity of Veterans Memorial PKWY No 1 LLC, approved via Ordinance 7275 on January 22, 2026 ("Development Agreement"), states that the "City will work cooperatively with the Developer towards the transfer to the Developer of title to all or a portion of the 'Winged Foot' parcel as generally depicted on Exhibit H hereto. The City acknowledges that, if such transfer occurs, the Developer intends to construct on that parcel, at the Developer's expense, an entrance to the hotel to be constructed at the north-west corner of Veteran's Memorial Parkway and Winged Foot Drive. The City will work cooperatively with the Developer and MIMG XCVIII (or the then-current owner of the Westchester Village Apartment complex) towards an agreement regarding the future use or maintenance of any improvements located on that parcel"; and

WHEREAS, the portion of Winged Foot Drive and Veteran's Memorial Parkway right-of-way described and shown on Exhibit A, and referenced in the Development Agreement as the "Winged Foot Parcel", is no longer needed for right-of-way or public use and is hereby found and determined by the City Council to be excess property of negligible market value; and

WHEREAS, Playfield Commons, LLC., Veterans Memorial PKWY No 1 LLC and MIMG XCVIII WESTCHESTER SUB LLC are negotiating arrangements for future ownership, use and maintenance for the Winged Foot Parcel so that the City will be relieved of the financial burden for maintenance and liability risk of ownership of that property upon conveyance as hereinafter provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council hereby authorizes conveyance by quit claim deed of property described and depicted in Exhibit A, attached hereto and incorporated herein by this reference, to one or more adjoining property owners in such portions and configurations as may be (a) consistent with fulfilling the City's obligations under the Development Agreement; and (b) be in the best interests of the City and its residents, and (c) be agreed upon by the adjoining property owners. The City Council hereby authorizes the City Administrator to execute one or more quit claim deeds and any other documentation necessary for the conveyance to the adjoining property owners as aforesaid.

SECTION 2: It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

First Reading: _____

Second Reading: _____

**PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS DATE
DAY OF MONTH, YEAR.**

Presiding Officer

Attest:

Bess Bacher, City Clerk

BILL NO. 7895

ORDINANCE NO. _____

**APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS DATE DAY
OF MONTH, YEAR.**

Attest:

Bess Bacher, City Clerk

Bill Hennessy, Mayor

Approved as to Form:

Kevin M. O'Keefe, City Attorney

Sponsored by: Mayor Hennessy

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE PROPOSED DEVELOPMENT OF A SPORTS FACILITY IN THE CITY OF O'FALLON.

WHEREAS, O'Fallon Playfield Commons LLC (the "Developer") owns approximately 20.59 acres of property located at the southeast corner of the intersection of Thornbury Crossing Drive and Veterans Memorial Parkway in the City of O'Fallon (the "Project Site") and proposes to construct thereon an approximately 168,000 square foot facility, including an approximately 143,000 square foot indoor sports facility (the "Sports Facility") and approximately 25,000 square feet of restaurant/commercial space (the "Commercial Space") and, collectively with the Sports Facility (the "Project Improvements"); and

WHEREAS, O'Fallon Playfield Commons LLC (the "Developer") owns approximately a 3.3-acre parcel located at the northeast corner of Veteran's Memorial Parkway and Winged Foot Drive, and approximately a 1.9-acre parcel located at 1150 Technology Drive and proposes to construct new hotel properties ("Future Hotel Parcels"); and

WHEREAS, O'Fallon Playfield Commons LLC (the "Developer") also owns approximately 3.1-acre parcel located at 1175 Technology Drive, and approximately 2.4-acre parcel located at 1155 Technology Drive in the City ("Existing Hotel Parcels"); and

WHEREAS, the development of the Project Site and the Project Improvements will require the construction of various public infrastructure improvements; and

WHEREAS, the City Council finds and determines that it is essential to the economic and social welfare of the City that it promotes the vitality of the community by assuring opportunities for development and sound, stable, commercial growth and recreational opportunities for the City's residents; and

WHEREAS, the City Council further finds and determines that the Project Improvements, when operational, will provide significant economic and other benefits to the City over time, by paying real estate and personal property taxes to the City and other taxing jurisdictions whose boundaries encompass all or part of the Project Site, by generating retail sales tax revenues for the City and other entities collecting retail sales taxes, and by providing recreational opportunities that are not currently available in the City; and

WHEREAS, the City desires to enter into an agreement with the Developer to memorialize the terms upon which the Developer will agree to develop, construct and equip the Project Improvements and the City will agree to reimburse the Developer for a portion of the cost thereof, as described therein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

Section 1: Authorization of Agreement. The City Council hereby approves the Development Agreement (the "Agreement") in substantially the form attached as **Exhibit A**, with such changes therein as shall be approved by the officers of the City executing the same. The Mayor or the City Administrator is hereby authorized and directed to execute the Agreement on behalf of the City, and the City Clerk is hereby authorized and directed to attest to the Agreement and affix the seal of the City to the Agreement.

Section 2: Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable to carry out or comply with the terms and provisions of this Ordinance and the implementation of the Agreement. The Mayor or the City Administrator is further authorized, on behalf of the City, to grant such consents, estoppels and waivers relating to Agreement as may be requested during the term thereof.

SECTION 3: Savings. Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or connected with the subject matter hereof.

SECTION 4: Severability. If any term, condition or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provision. If, as a result of a subsequent change in applicable law, the provision that had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its adoption by the City Council and approval by the Mayor.

First Reading: November 20, 2025

Second Reading: January 15, 2026 – Failed

Reconsidered: January 22, 2026

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 22ND DAY OF JANUARY, 2026.

Attest:

Katie Crabtree
Katie Crabtree, Assistant City Clerk



Bill Hammer
Presiding Officer

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 22ND DAY OF JANUARY, 2026.

Attest:

Katie Crabtree
Katie Crabtree, Assistant City Clerk



Bill Hennessy
Bill Hennessy, Mayor

Approved as to Form:

Kevin M. O'Keefe
Kevin M. O'Keefe, City Attorney

EXHIBIT A
FORM OF DEVELOPMENT AGREEMENT

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: DEVELOPMENT AGREEMENT

DATE OF DOCUMENT: January 22, 2026

GRANTOR: O'FALLON PLAYFIELD COMMONS LLC

GRANTOR'S MAILING ADDRESS: 2128 William Street, Ste. 161
Cape Girardeau, Missouri 63703
Attention: Andy Patel

GRANTEE: CITY OF O'FALLON, MISSOURI

GRANTEE'S MAILING ADDRESS: 100 North Main Street
O'Fallon, Missouri 63366
Attention: _____

RETURN DOCUMENTS TO: Mark D. Grimm, Esq.
Gilmore & Bell, P.C.
211 North Broadway, Suite 2000
St. Louis, Missouri 63102

LEGAL DESCRIPTION: See **Exhibit A-1**

JAN 22 2026

DEVELOPMENT AGREEMENT

Dated as of January 22, 2026

BETWEEN THE

CITY OF O'FALLON, MISSOURI

AND

O'FALLON PLAYFIELD COMMONS LLC

DEVELOPMENT AGREEMENT

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Exhibit G – Form of Cooperation Agreement
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, dated as of January 22, 2026, as from time to time amended and supplemented in accordance with the provisions hereof (this “**Agreement**”), between the **CITY OF O’FALLON, MISSOURI**, a home rule charter city organized and existing under the laws of the State of Missouri (the “**City**”), and **O’FALLON PLAYFIELD COMMONS LLC**, a Missouri limited liability company (including any successors in interest as an owner or owners of portions of the hereinafter-defined Project Site, the “**Developer**”).

RECITALS:

1. The City has determined that it is essential to the economic and social welfare of the City that it promote the vitality of the community by assuring opportunities for development and sound, stable commercial growth and recreational opportunities for the City’s residents.
2. The Developer owns approximately 20.59 acres of property located at the southeast corner of the intersection of Thornbury Crossing Drive and Veterans Memorial Parkway in the City (the “**Project Site**,” as more fully described on **Exhibit A-1** attached hereto and made a part hereof) and proposes to construct thereon an approximately 168,000 square foot indoor sports facility (the “**Sports Facility**”) and approximately 25,000 square feet of restaurant/commercial space (the “**Commercial Space**” and, collectively with the Sports Facility, the “**Project Improvements**,” as more fully described on **Exhibit B** attached hereto and made a part hereof).
3. The development of the Project Site and the Project Improvements will require the construction of various public infrastructure improvements (the “**Public Improvements**,” as more fully described on **Exhibit B** hereto). The Project Improvements and the Public Improvements are collectively referred to as the “**Project**.”
4. The parties expect the Project Improvements, when operational, to provide significant economic and other benefits to the City over time, by paying real estate and personal property taxes to the City and other taxing jurisdictions whose boundaries encompass all or part of the Project Site, by generating retail sales tax revenues for the City and other entities collecting retail sales taxes, and by providing recreational opportunities that are not currently available in the City.
5. The City and the Developer desire to enter into this Agreement whereby (a) the Developer will agree to develop, construct and equip the Project and (b) the City will agree to reimburse the Developer for a portion of the cost thereof, as described herein.
6. The City is authorized to enter into this Agreement with the Developer pursuant to the provisions of Section 70.210 *et seq.* of the Revised Statutes of Missouri.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used herein shall have the following meanings:

“Agreement” means this Development Agreement dated as of January 22, 2026, between the City and the Developer, as from time to time amended and supplemented in accordance with the provisions hereof.

“Calculation Period” means initially, the period from the Commencement Date to the end of the calendar quarter during which the Commencement Date occurs; and thereafter, each calendar quarter.

“Certificate of Reimbursable Costs” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, delivered by the Developer to the City in accordance with this Agreement, which shall (a) identify the Public Improvement Costs and Sports Facility Costs for which the Developer is seeking reimbursement under this Agreement and (b) include a detailed description of such reimbursable costs and copies of invoices or other records evidencing such costs.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, delivered by the Developer to the City in accordance with this Agreement and which, upon the City’s acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants with respect to the construction of the applicable portion of the Project in accordance with this Agreement.

“CID” means a community improvement district to be formed to fund a portion of the costs of the Public Improvements.

“CID Act” means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

“CID Sales Tax” means the community improvement district sales and use tax to be levied by the CID at a rate of not more than 1% in accordance with the CID Act.

“CID Sales Tax Revenues” means the revenues generated by the CID Sales Tax, excluding, however, (a) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (b) any sum received by the CID that is the subject of a suit or other claim communicated to the CID, which suit or claim challenges the collection of such sum, until such suit or other claim is withdrawn or resolved against the claimant.

“Commencement Date” means the first day of the month following the month in which the Developer commences pouring of foundations for the Sports Facility.

“Commercial Space” means that portion of the Project Improvements consisting of restaurant/commercial space, as depicted on **Exhibit C**.

“Concept Property Plan” means the plan sheet attached as **Exhibit C** and incorporated by reference in this Agreement, depicting the conceptual plan for the Project in accordance with this Agreement.

“Construction Plans” means plans, drawings, specifications, construction schedules and related documents for the construction of the Project, as amended from time to time by the Developer in accordance with the City’s code, the same being on file at the principal office of the Developer, and which shall be available for reasonable inspection during normal business hours and upon not less than one business day’s prior notice by the City and its duly appointed representative.

“Cooperation Agreement” means an agreement to be entered into among the City, the CID (upon its establishment), the TDD (upon its establishment) and the Developer, as may be amended from time to time, in substantially the form attached as **Exhibit G**.

“Dedicated Revenues” means, collectively, (a) 20% of the revenues actually received by the City from its imposition on and after the Commencement Date of the Transient Guest Tax on the Existing Hotel Parcels, together with any improvements or businesses located thereon, (b) 80% of the revenues actually received by the City from its imposition on and after the date of this Agreement of the Transient Guest Tax on the Future Hotel Parcels, together with any improvements or businesses located thereon, and (c) 80% of the revenues actually received by the City from its imposition on and after the date of this Agreement of the General Sales Tax at the Project Site (including the Sports Facility and the Commercial Space) and the Future Hotel Parcels, but not to exceed \$200,000 during the term of this Agreement.

“Existing Hotel Parcels” means, collectively, (a) the approximately 3.1-acre parcel located at 1175 Technology Drive in the City, having a County Parcel ID of 3-157E-9579-00-0001.0000000, on which a Holiday Inn Express is currently located, and (b) the approximately 2.4-acre parcel located at 1155 Technology Drive in the City, having a County Parcel ID of 3-157E-9579-00-0003.0000000, on which a Staybridge Suites is currently located, both as legally described on **Exhibit A-2**.

“Future Hotel Parcels” means, collectively, (a) the approximately 3.3-acre parcel located at the northwest corner of Veteran’s Memorial Parkway and Winged Foot Drive in the City, having a County Parcel ID of 4-0053.1780.00-0014.4, and (b) the approximately 1.9-acre parcel located at 1150 Technology Drive in the City, having a County Parcel ID of 3-157E-C923-00-000B.0000000, both as legally described on **Exhibit A-3**.

“General Sales Tax” means the City’s 1% general sales tax, imposed by Section 145.020 of the City’s Code of Ordinances.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for construction of the Project.

“Land Use Approvals” means any zoning, planning or other governmental approvals necessary for the physical development of the Project.

“Project” means, collectively, the Project Improvements and the Public Improvements, and all additions, modifications, improvements, replacements and substitutions made thereto, as they may at any time exist.

“Project Improvements” means the buildings, structures, improvements and fixtures to be constructed on the Project Site, including but not limited to the Sports Facility and the Commercial Space, as set forth in the Recitals and in **Exhibit B** hereto.

“Project Site” means the approximately 20.5-acre parcel legally described on **Exhibit A-1** hereto.

“Public Improvement Costs” means those costs and expenses, excluding land acquisition costs, associated with the Public Improvements, including but not limited to site preparation costs, construction costs and professional fees. For sake of clarity, the acquisition by the CID or the TDD of a leasehold interest in land is a Public Improvement Cost.

“Public Improvements” means the road, sidewalk, parking lots, storm water detention and other public infrastructure improvements described in **Exhibit B** hereto, to be constructed by the Developer hereunder.

“Sports Facility” means that portion of the Project Improvements consisting of indoor basketball/volleyball courts, turf soccer fields, an equipment storage area, spectator viewing and waiting areas, concession areas, and restrooms, as depicted on **Exhibit C**. For sake of clarity, the Sports Facility does not include the Commercial Space or any Public Improvements (including any parking lots) adjacent to the Sports Facility building.

“Sports Facility Costs” means the costs and expenses of constructing the Sports Facility and any permanent fixtures relating thereto (such as lighting and fencing) but excluding other costs of outfitting, equipping and maintaining the Sports Facility. Costs for fixtures that benefit both the Sports Facility and the Commercial Space shall be allocated based on square footage or another method acceptable to the City within its sole discretion. Sports Facility Costs exclude land acquisition costs.

“TDD” means a transportation development district to be formed to fund a portion of the costs of the Public Improvements.

“TDD Act” means the Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

“TDD Sales Tax” means the transportation development district sales tax to be levied by the TDD at a rate of 1% in accordance with the TDD Act.

“TDD Sales Tax Revenues” means the revenues generated by the TDD Sales Tax, excluding, however, (a) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (b) any sum received by the TDD that is the subject of a suit or other claim communicated to the TDD, which suit or claim challenges the collection of such sum, until such suit or other claim is withdrawn or resolved against the claimant.

“Total Reimbursement Amount” means \$48,000,000, which is the maximum amount of Sports Facility Costs and Public Improvement Costs that may be reimbursed to the Developer pursuant to one or more approved Certificate(s) of Reimbursable Costs.

“Transient Guest Tax” means the City’s 5% guest tax imposed pursuant to Section 67.1000 of the Revised Statutes of Missouri.

ARTICLE II

IMPLEMENTATION OF THE PROJECT

Section 2.1. Ownership of the Project Site. The Developer represents and warrants to the City that the Developer owns the Project Site and such other real property necessary for the Developer to

construct or cause to be constructed the Project Improvements. The Developer will provide to the City, upon request and at no charge, all title commitments, appraisals, inspections, tests, surveys and reports in its possession relating to the Project Site.

Section 2.2. Developer to Pay Certain Costs. The Developer agrees to pay or cause to be paid all costs as necessary to construct the Project, subject to **Section 7.1** of this Agreement.

Section 2.3. Construction Plans; Governmental Approvals.

(a) All Construction Plans for the Project shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and shall be in sufficient completeness and detail to show that all aspects of construction will be in conformance with the Concept Property Plan and this Agreement and with all applicable City codes, ordinances and regulations and in accordance with applicable law.

(b) The Developer shall diligently pursue or cause to be pursued all applicable Governmental Approvals and Land Use Approvals necessary to complete or cause the completion of the Project in accordance with the Concept Property Plan and this Agreement, all subject to the Developer's right to terminate this Agreement as set forth in **Section 7.1**. The City agrees to expeditiously process and timely review plans and submittals as submitted to and received by the City in accordance with applicable City ordinances, its normal practices, this Agreement and the laws of the State of Missouri; provided, nothing in this Agreement shall require the City to grant any Governmental Approval or other approval.

Section 2.4. Construction Schedule.

(a) The Developer shall cause the commencement and completion of the Project in accordance with the following schedule:

<u>Activity</u>	<u>Time for Performance</u>
Developer shall have commenced construction of the Sports Facility (i.e., pouring of foundations)	By June 1, 2026
Developer shall have substantially completed the Sports Facility and the Public Improvements	By June 1, 2027
Developer shall have substantially completed the remainder of the Project, including the Commercial Space	By June 1, 2028

(b) Notwithstanding the foregoing, times for performance of obligations hereunder shall be extended by the number of days of delay caused by actions or events beyond the control of the Developer, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; an inordinate delay in the issuance of any permits and/or legal authorization by a governmental entity that is necessary for the Developer to proceed with construction of the Project or any portion thereof (but only if the Developer files all necessary documentation relating thereto in a timely manner); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the reasonable control of the Developer (each, an "**Excusable Delay**"). The Developer agrees that, to the best of its knowledge, no Excusable Delay exists at the time of execution of this Agreement.

(c) No Excusable Delay shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards, (2) as to any matter unreasonably sustained by the Developer, and (3) unless either (i) the Developer uses good faith efforts to provide the City with a written notice within 30 days after the date on which the Developer first becomes aware of the claimed Excusable Delay and specifying in reasonable detail the nature of the Excusable Delay, or (ii) the Developer demonstrates to the City's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's reasonable control, has been unable to complete such obligations within the time specified in this Agreement. The parties agree that lender restrictions, financial conditions, economic conditions, market conditions, lack of tenant interest and similar conditions or events do not constitute Excusable Delays.

(d) Notwithstanding any provision herein to the contrary, no Excusable Delay shall extend the times for performance under this Section by more than 90 days unless approved by the City Council.

Section 2.5. Construction of the Project.

(a) The Developer shall construct the Project in a good and workmanlike manner in accordance with the terms of this Agreement and the City's code.

(b) All construction contracts entered into in connection with the construction of the Project shall state that the contractor has no recourse against the City in connection with the contractor's construction of the Project or any portion thereof.

Section 2.6. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all federal, state and local laws relating to the construction of the Project. Without limiting the generality of the foregoing, the Developer agrees that, with respect to the Project, it will pay prevailing wages and fully comply with all requirements of Sections 290.210 through 290.340 of the Revised Statutes of Missouri, as amended, and will obtain payment and performance bonds, as required by Section 107.170 of the Revised Statutes of Missouri, as amended.

(b) In addition to the requirements above, the Developer shall cause its general contractor(s) to use reasonable efforts to solicit bids, when possible, from at least three qualified bidders for each aspect of the Project that is to be performed by any subcontractor. The Developer shall, upon request of the City, submit copies of all bid solicitation materials and the bids received to the City. The Developer shall make good faith efforts to solicit bids from subcontractors located in the City and, when deciding between bids of the same quality and cost, shall give preference to the bid from the subcontractor located in the City, if any.

(c) The Developer acknowledges that it and all of its contractors engaged for the Project must comply with Section 285.530 of the Revised Statutes of Missouri regarding enrollment and participation in a federal work authorization program with respect to employees working in connection with the Project. The Developer represents and warrants that it is in compliance with Section 285.530 of the Revised Statutes of Missouri at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof. On or before December 31 of each year during the term of this Agreement, beginning December 31, 2025, the Developer shall provide an affidavit in substantially the form of **Exhibit F**, attached hereto and incorporated herein by reference, and documentation to evidence the Developer's continued compliance with Section 285.530 of the Revised Statutes of Missouri.

Section 2.7. Certificates of Reimbursable Costs.

(a) The Developer may submit to the City, no more frequently than once per month, a Certificate of Reimbursable Costs. Each Certificate of Reimbursable Costs shall be accompanied by itemized invoices, receipts or other records that will demonstrate that all costs have been incurred and qualify for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 60 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Costs. If the City determines that any cost does not qualify as a Sports Facility Cost or Public Improvement Cost, the City shall so notify the Developer in writing within 60 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible.

(c) The Developer shall provide such information, books and records (including copies of cancelled checks) as the City may reasonably request for the City to confirm that any cost is eligible for reimbursement hereunder.

Section 2.8. Certificates of Substantial Completion.

(a) The Developer shall furnish to the City a Certificate of Substantial Completion promptly after substantial completion of the Sports Facility, the Public Improvements and the Commercial Space, as applicable. The City shall, following the delivery of each Certificate of Substantial Completion, carry out such inspections as the City deems necessary in accordance with customary inspection practices of the City to verify to the City's satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. If the City conducts any inspections of the Project during the course of construction, the City shall notify the Developer if the City observes any improperly performed work that would prevent the City from approving the applicable Certificate of Substantial Completion; provided that failure of the City to so notify the Developer shall not relieve the Developer of the Developer's obligation to construct and complete each component of the Project in accordance with applicable state and local laws and this Agreement.

(b) A Certificate of Substantial Completion shall be deemed accepted by the City unless, within 60 days following delivery of the Certificate of Substantial Completion, the City furnishes the Developer with a written statement stating in reasonable detail in what respects the Developer has failed to complete the applicable component of the Project in reasonable accordance with this Agreement, or in what respects the Developer is otherwise in default hereunder, and what measures or acts the Developer must take or perform, in the reasonable opinion of the City, to obtain such acceptance. The Developer shall have a reasonable period of time to complete or correct such items or to take such action described in the City's written statement, and the Developer shall thereafter resubmit to the City a new Certificate of Substantial Completion as described above. Upon acceptance of each Certificate of Substantial Completion by the City, the Developer may record such Certificate of Substantial Completion in the office of the St. Charles County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to satisfactorily complete the applicable component of the Project under this Agreement.

Section 2.9. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Developer agrees that the City and its duly authorized agents may at reasonable times (during business hours but without disruption to the business), subject to at least 24 hours' advance notice and in observance of the Developer's usual business, proprietary, safety, confidentiality and security requirements, enter upon the Project Site to examine and inspect the Project and the records of the Developer that demonstrate compliance with this Agreement.

Section 2.10. Winged Foot Parcel. The City will work cooperatively with the Developer toward the transfer to the Developer of title to all or a portion of the "Winged Foot" parcel, as generally depicted on **Exhibit H** hereto. The City acknowledges that, if such transfer occurs, the Developer intends to construct on that parcel, at the Developer's expense, an entrance to the hotel to be constructed at the northwest corner of Veteran's Memorial Parkway and Winged Foot Drive. The City will work cooperatively with the Developer and MIMG XCVIII (or the then-current owner of the Westchester Village Apartment complex) toward an agreement regarding the future use and maintenance of any improvements located on that parcel.

ARTICLE III

REIMBURSEMENT OF SPORTS FACILITY COSTS AND PUBLIC IMPROVEMENT COSTS

Section 3.1. Community Improvement District.

(a) Unless the City otherwise consents in writing, the Developer shall petition the City for the creation of a CID encompassing, at a minimum, the Project Site and the property described in clause (a) of the definition of Future Hotel Parcels. The Developer shall cause the CID, promptly following constitution of a board of directors, to (1) authorize and enter into the Cooperation Agreement and (2) take such steps as are necessary to impose the CID Sales Tax for a maximum of 27 years.

(b) The parties acknowledge that the CID will be governed by a board of directors comprised of five individuals appointed by the Mayor with the consent of the City Council, four of whom shall be representatives of the owners of real property or businesses operating within the CID and one of whom shall meet the requirements set forth in Section 67.1451.2(3) of the Revised Statutes of Missouri.

(c) The Cooperation Agreement shall allow the City and its employees, agents, and representatives to inspect, within 10 business days after request therefor, all contracts, public documents and public records pertaining to the CID, including but not limited to the CID Sales Tax and the CID's financial statements. In addition, the CID will agree under the Cooperation Agreement to file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the CID Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri.

(d) The Cooperation Agreement shall provide that CID Sales Tax Revenues shall be applied as follows:

(1) first, to the payment of "Annual Operating Costs," which means up to \$15,000 beginning with the first fiscal year in which CID Sales Tax Revenues are generated, increased by 3% for each fiscal year thereafter; and

(2) second, to reimburse the Developer for Public Improvement Costs that have been approved by the City through Certificates of Reimbursable Costs.

(e) The Cooperation Agreement will require the CID to promptly advise the City of all disbursements.

(f) The City acknowledges that the CID is integral to the financing of the Sports Facility and the Public Improvements, and in that regard, the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the CID.

Section 3.2. Transportation Development District.

(a) Unless the City otherwise consents in writing, the Developer shall petition the Circuit Court of St. Charles County, Missouri, for the creation of a TDD encompassing, at a minimum, the Project Site and the property described in clause (a) of the definition of Future Hotel Parcels. The Developer shall cause the TDD, promptly following constitution of a board of directors, to (1) authorize and enter into the Cooperation Agreement and (2) take such steps as are necessary to impose the TDD Sales Tax for a maximum of 27 years.

(b) The parties acknowledge that the City may appoint one or more advisors to the board of directors, who shall have no vote but shall have the authority to participate in all board meetings and discussions, whether open or closed, and shall have access to all records of the TDD and its board of directors.

(c) The Cooperation Agreement shall allow the City and its employees, agents, and representatives to inspect, within 10 business days after request therefor, all contracts, public documents and public records pertaining to the TDD, including but not limited to the TDD Sales Tax and the TDD's financial statements. In addition, the TDD will agree under the Cooperation Agreement to file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the TDD Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri.

(d) The Cooperation Agreement shall provide that the TDD Sales Tax Revenues shall be applied as follows:

(1) first, to the payment of "Annual Operating Costs," which means up to \$15,000 beginning with the first fiscal year in which TDD Sales Tax Revenues are generated, increased by 3% for each fiscal year thereafter; and

(2) second, to reimburse the Developer for Public Improvement Costs that have been approved by the City through Certificates of Reimbursable Costs.

(e) The Cooperation Agreement will require the TDD to promptly advise the City of all disbursements.

(f) The City acknowledges that the TDD is integral to the financing of the Sports Facility and the Public Improvements, and in that regard, the City will cooperate with and assist the Developer in all proceedings relating to the creation and certification of the TDD.

Section 3.3. Application of Dedicated Revenues.

(a) Subject to the provisions of **Section 3.4**, the City agrees:

(1) beginning on the first day of the calendar quarter following the Commencement Date and continuing on the first day of each calendar quarter thereafter until the later of the City's acceptance of the Certificate of Substantial Completion for the Sports Facility and the City's acceptance of the Certificate of Substantial Completion for the Public Improvements, to record in

a liability account of the City an amount equal to 100% of the Dedicated Revenues that the City received during the preceding Calculation Period. The City shall provide the Developer with a statement showing each liability recorded under this clause (1);

(2) within 15 days after the later of the City's acceptance of the Certificate of Substantial Completion for the Sports Facility and the City's acceptance of the Certificate of Substantial Completion for the Public Improvements, to pay to the Developer all amounts recorded by the City pursuant to clause (1) above; and

(3) on the first day of each month thereafter, to pay to the Developer an amount equal to 100% of the Dedicated Revenues that the City received during the preceding Calculation Period, but not to exceed the Sports Facility Costs that have been approved by the City through Certificates of Reimbursable Costs.

(b) The City's obligation to pay Dedicated Revenues under clause (a)(3) above shall terminate on the earlier of (1) the date on which the Total Reimbursement Amount has been paid to the Developer (whether through CID Sales Tax Revenues, TDD Sales Tax Revenues or Dedicated Revenues) or (2) 20 years after the Developer receives an occupancy permit for the Sports Facility.

(c) Notwithstanding any provision hereof to the contrary, Dedicated Revenues payable from the General Sales Tax shall equal 80% of the revenues actually received by the City from the City's imposition on and after the date of this Agreement of the General Sales Tax at the Project Site (including the Sports Facility and the Commercial Space) and the Future Hotel Parcels, but not to exceed \$200,000 during the term of this Agreement.

(d) In each calendar year following the Commencement Date, and continuing under until the later of the City's acceptance of the Certificate of Substantial Completion for the Sports Facility and the City's acceptance of the Certificate of Substantial Completion for the Public Improvements, the Developer shall pay an annual administrative fee of \$500 to the City. After the City's acceptance of both the Certificate of Substantial Completion for the Sports Facility and the Certificate of Substantial Completion for the Public Improvements, the City shall deduct an administrative fee of \$500 from any Dedicated Revenues paid by the City to the Developer pursuant to subsection (a) of this Section.

(e) The City's obligation to apply Dedicated Revenues as provided above shall be limited to the amount of Dedicated Revenues actually received by the City less any administrative or collection fees retained by any other government or collecting agency responsible for collecting the same. In the event of a reversal of any Dedicated Revenues already applied as provided above, the City can adjust and withhold from future Dedicated Revenues an amount sufficient to be made whole. If the Developer or any other party asserts there has been an error in calculating the Dedicated Revenues or applying the Dedicated Revenues under subsection (a) of this Section, the Developer or other party must notify the City of such assertion within 60 days of the recording of the City's liability under (a)(1) of this Section or the City's payment to the Developer under subsections (a)(2) or (a)(3) of this Section, above, whichever is applicable to the Dedicated Revenues in question. In no case will the City be liable to the Developer or any other party for the payment of any disputed Dedicated Revenues allegedly received by the City more than 90 days before the date of the notice required by this subsection.

(f) The Developer understands that the City makes no representations regarding the amount of Dedicated Revenues that will be generated. Thus, the City will assume no risk or responsibility regarding any revenue projections by the Developer or others or the financial viability of the Project.

Section 3.4. Annual Appropriation.

(a) The City is obligated only to make the payments set forth in **Section 3.3** as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then-current fiscal year. The City Council hereby directs the Finance Director or any other officer of the City at any time charged with the responsibility of drafting budget proposals to include the appropriations contemplated by this Agreement in the annual budgets presented to the City Council for its consideration.

(b) The obligation of the City to make the payments hereunder constitutes a current expense of the City, is from year-to-year only, and does not constitute a mandatory payment obligation of the City in any fiscal year beyond the then-current fiscal year of the City. The City's obligations hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City.

(c) Notwithstanding any provision hereof to the contrary, the decision whether or not to budget or appropriate funds for any subsequent fiscal year is solely within the legislative discretion of the then-current City Council.

Section 3.5. Shared Parking . The City will work cooperatively with the Developer toward the execution of an agreement for the use by the Developer of the City of O'Fallon Justice Center parking lot. The Developer acknowledges that the agreement, if entered into, will limit the Developer's use of the parking lot to times that do not interfere with the City's use of the Justice Center for its intended purposes.

ARTICLE IV

TAX ABATEMENT

Section 4.1. Partial Real Property Tax Abatement.

(a) In accordance with the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri and the City Charter, the City intends to issue industrial development revenue bonds (the "Chapter 100 Bonds") in one or more series to provide partial real property tax abatement on (1) the Sports Facility and (2) any hotels constructed on the Future Hotel Parcels within one year after the City's acceptance of the Certificate of Substantial Completion for the Sports Facility.

(b) The City and the Developer will negotiate the terms and conditions of the Chapter 100 Bond documents in conformance with this Agreement and applicable law. The Developer understands that the issuance of the Chapter 100 Bonds is subject to approval by the City Council by ordinance in its sole discretion. Subject to the foregoing, the City intends to incorporate the following terms into the Chapter 100 Bond documents:

(1) Fee title to the Project Site and one or more of the Future Hotel Parcels (County Parcel ID of 4-0053.1780.00-0014.4 and County Parcel ID of 3-157E-C923-00-000B.0000000), will be deeded to the City. The City expects such land and improvements thereon will be exempt from ad valorem real property taxes so long as the City owns title thereto.

(2) The Sports Facility will receive 100% real property tax abatement (other than for emergency service districts) for 20 years. Each hotel located on the Future Hotel Parcels will receive 50% real property tax abatement (other than for emergency service districts) for 20 years.

(3) The property tax exemptions described in this Agreement shall not apply to special assessments or ad valorem personal property taxes and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project or any portion thereof.

Section 4.2. Sales and Use Tax Exemption. Simultaneous with the issuance of the Chapter 100 Bonds, the City will provide one or more project exemption certificates to the Developer to facilitate a sales and use tax exemption on qualified building materials used to construct the Sports Facility and each hotel located on the Future Hotel Parcels.

ARTICLE V

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE DEVELOPER AND THE CITY

Section 5.1. Representations.

(a) The Developer represents that as of the date of this Agreement:

(1) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri. The Developer will, during the term of this Agreement, maintain its corporate existence and will continue to be a company authorized to do business in the State of Missouri.

(2) The Developer has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(3) The execution, delivery and performance by the Developer of this Agreement have been duly authorized by all necessary action, and do not violate its articles of organization or its operating agreement, as the same may be amended and supplemented, or to the best of its knowledge, any applicable provision of law, nor do they constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the Developer's knowledge, threatened or affecting the Developer that would impair its ability to enter into or perform its obligations under this Agreement.

(5) The Developer has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation

appropriate environmental approvals) necessary to conduct its business and to purchase, construct and operate the Project.

(b) The City represents that as of the date of this Agreement:

(1) The City is a home rule charter city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, or to the best of the current City Council's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 5.2. Operation and Maintenance Covenants.

(a) Unless approved by the City in its sole and absolute discretion, any hotel developed on the Future Hotel Parcels shall be continuously maintained at a level that satisfies at least one of the following criteria during the term of this Agreement:

(1) the American Automobile Association (or a similar rating agency) rates the hotel three diamonds or higher; or

(2) STR, Inc. (or a similar rating agency) rates the hotel "upper midscale" or greater on its STR U.S. Chain Scales.

The obligation under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee were originally a party to and bound by this Agreement. If at any time during the term of this Agreement any such hotel does not satisfy the above criteria, the City's sole remedy is to immediately cease payment of Dedicated Revenues attributable to the Future Hotel Parcels.

(b) Throughout the term of this Agreement, the Developer will at its own expense (1) keep and maintain the Project Improvements and all parts thereof in good repair and operating condition, making from to time all necessary repairs thereto and renewals and replacements thereof, (2) keep the Project Improvements and all parts thereof in safe condition and free from filth, nuisance or conditions unreasonably increasing the danger of fire, and (3) continuously operate the Project Improvements for their intended purposes. In the event of fire or other casualty, the Developer will not be considered in default of the foregoing sentence if the Developer proceeds with due diligence to restore the damaged facilities to the same or an improved condition as they were prior to the fire or other casualty.

Section 5.3. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any ordinance adopted in connection with this Agreement or the Project being declared invalid or unconstitutional in

whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Project or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement or the Project. The Developer hereby acknowledges and agrees that (i) all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (ii) no official, employee or representative of the City shall be personally liable to the Developer.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City and its elected officials, officers, agents, servants, employees and independent contractors against any and all claims, demands, actions, causes of action, losses, damages, injuries, liabilities and/or expenses (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with:

(1) the Developer's failure to comply with any provision of this Agreement or the activities or transactions contemplated herein;

(2) the negligence or intentional misconduct of the Developer or an affiliate thereof, or its respective employees and agents;

(3) the presence of hazardous wastes, hazardous materials or other environmental contaminants on the Project Site, the Existing Hotel Parcels or the Future Hotel Parcels;

(4) any loss of or damage to property or any injury to or death of any person occurring at or about the Project Site, the Existing Hotel Parcels or the Future Hotel Parcels in connection with any activities, acts or omissions of the Developer or any of its contractors, agents or employees; or

(5) otherwise arising out of the adoption or administration of this Agreement or the construction or operation of the portions of the Project being undertaken by the Developer.

If the validity or construction of any state laws or local ordinances or resolutions in connection with this Agreement or affecting the Project are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for reasonable attorneys' fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement shall be construed to require the Developer to indemnify the City or its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement. Upon written notice from the City of any such claim or demand, the Developer shall defend the City in any such action or proceeding; provided, the City shall cooperate with the Developer and provide reasonable assistance in such defense. All costs related to the defense of the City shall be paid by the Developer.

Section 5.4. Costs to be paid by Developer. In addition to the administrative fees specified in **Section 3.3(b)** of this Agreement, the Developer shall pay all costs and fees reasonably incurred by the City, including but not limited to the legal fees of the City Attorney and special counsel to the City, in

connection with the preparation and administration of this Agreement, carrying out the duties of the City under this Agreement, and effectuating (a) an assignment or transfer of this Agreement or (b) any action requested by the Developer which requires legislative proceedings by the City Council.

Section 5.5. Additional Public Benefits.

(a) All teams from the City's Parks and Recreation Department basketball and volleyball programs will be entitled to a tournament discount of 10% at the Sports Facility.

(b) The City's Parks and Recreation Department will be entitled to use of the Sports Facility at no cost to host programming or events for up to 260 hours per year (5 hours per week) during "off-peak" hours (Monday, 6 a.m. through Friday, 12:00 p.m.) at mutually agreed-upon times. During this programming, the Developer reserves the right to operate concession stands and/or utilize areas not in use by the City.

(c) The City may post advertising (i.e. banners, signage, etc.) in locations consistent with other advertising opportunities available throughout the Sports Facility at no cost. City advertising locations shall be utilized on an "as available" basis and shall not preclude the Developer from posting paid advertising at the Sports Facility.

(d) The Developer shall take reasonable steps to promote businesses within the City to all users of the Sports Facility.

(e) The Developer will take reasonable steps to coordinate with local public and private schools to determine how the Sports Facility can help fill their needs.

(f) The Developer will require all tournaments using the Sports Facility to promote stays only at hotels located within the City, to the extent of space available. The City will require all City-sponsored tournaments using the Sports Facility to promote stays only at hotels located within the City, to the extent of space available.

(g) The provisions of this Section shall run with the land and shall continue so long as the Sports Facility is located on the Project Site, notwithstanding any termination or expiration of this Agreement.

Section 5.6. Public Liability Strictly Limited. The Developer agrees that remedies for any claim arising out of this Agreement or any document relating hereto shall be limited to equitable relief including the availability of specific performance. In no event shall the City or any official, officer, agent, attorney, employee or representative thereof have any liability in damages or any other monetary liability to the Developer or any lessee, successor, assign, heir or personal representative of the Developer or any affiliate thereof in respect of any suit, claim or cause of action arising out of this Agreement or any document relating hereto. No official, officer, agent, attorney, employee or representative of the City shall be personally liable to the Developer or any lessee, successor, assign, heir or personal representative of the Developer or any affiliate thereof in the event of any default or breach by the City under this Agreement, or for any amount that may become due to any party or on any obligations under the terms of this Agreement other than for intentionally wrongful conduct of the City.

Section 5.7. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

Section 5.8. Insurance.

(a) The Developer shall cause there to be in effect commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2026 is equal to \$3,547,658 for all claims arising out of a single accident or occurrence and \$532,148 for any one person in a single accident or occurrence). The policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri.

(b) The Developer shall provide evidence (in form and substance reasonably acceptable to the City Attorney) that the insurance policy referenced above or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement.

(c) Simultaneously with the delivery of this Agreement and annually thereafter during the term of this Agreement, the Developer shall provide to the City Administrator evidence of continued insurance demonstrating compliance with this Section. The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

(d) The insurance required pursuant to this Section shall be in form and content reasonably satisfactory to the City Attorney and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "A.M. Best" insurance reports. The policies shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than 10 days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder.

ARTICLE VI

ASSIGNMENT AND OTHER TRANSFERS

Section 6.1. Assignment and Other Transfers.

(a) Except as otherwise provided in this **Article VI**, the benefits granted by the City to the Developer pursuant to this Agreement shall belong solely to the Developer, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated.

(b) Prior to the City's acceptance of the Certificates of Substantial Completion for the Sports Facility, the Developer must obtain the City's prior written consent before any assignment, transfer, lease or other disposition of the Developer's interest in any portion of the Project Site, the Project Improvements or this Agreement, unless such disposition is to an entity controlled by or under common control with or controlling the Developer.

(c) After the City's acceptance of the Certificate of Substantial Completion for the Sports Facility, the Developer shall comply with the following conditions with respect to any assignment, transfer, lease or other disposition of the Project Site, the Project Improvements or this Agreement:

- (1) the Developer shall notify the City of such disposition in writing;
- (2) such disposition shall be in writing, duly executed and acknowledged by the Developer and the party to whom an interest is being transferred;
- (3) any assignment shall include the entire then-unexpired term of this Agreement;
and
- (4) a copy of any instrument of transfer shall be delivered to the City within 10 days after the execution thereof.

(d) Any assignee of all the rights of the Developer shall agree to be bound by the terms of this Agreement. Upon such assignment of all the rights of the Developer and agreement by the assignee to be bound by the terms of this Agreement, the Developer shall be released from and have no further obligations under this Agreement.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Developer's Right of Termination. At any time prior to the delivery of Certificates of Substantial Completion for the Sports Facility and the Public Improvements, the Developer may, by giving written notice to the City, abandon or discontinue the construction of the Project and terminate this Agreement and the Developer's obligations hereunder. Upon such termination, (a) the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement, or for work performed hereunder, or for costs otherwise incurred or paid by the Developer, and (b) neither the Developer nor the City shall have any further obligation regarding the Project or this Agreement.

Section 7.2. City's Right of Termination. Subject to the Developer's right to cure as provided in **Section 7.3** below, the City may terminate this Agreement if the Developer fails to satisfactorily complete the Project in accordance with the time schedules and requirements established in this Agreement. Upon such termination, which shall be effective upon the Developer's receipt of written notice from the City, the City shall have no further obligation to reimburse the Developer for any amounts advanced under this Agreement, or for work performed hereunder, or for costs otherwise incurred or paid by the Developer or any other person or entity in connection with the construction of the Project or any portion thereof.

Section 7.3. Defaults and Remedies. In the case of any default or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as is reasonably required to cure such default, provided that (a) the breaching party has commenced such cure within said 30-day period, and (b) the breaching party diligently prosecutes such cure to completion). If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or to terminate this Agreement. Notwithstanding the foregoing, if the Developer does not commence and complete the Sports Facility and the Public Improvements within 180 days after the date set forth in **Section 2.4** (as may be extended by Excusable Delays), Dedicated Revenues shall no longer include any portion of the Transient Guest Tax on the Existing Hotel Parcels.

Section 7.4. Interest on Late Payments. Any amounts owing by the Developer hereunder that are not paid when due shall bear interest at the interest rate of 10% per annum from the date such payment was first due.

Section 7.5. Other Rights and Remedies of Parties; Delay in Performance Waiver.

(a) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular default, except to the extent specifically waived in writing by the other party.

(b) The rights and remedies of the parties to this Agreement (or their successors in interest) shall be cumulative. The exercise by any party of any remedy shall not preclude the exercise by it, at the same time or at another time, of any other remedy for the same default. No waiver made by any party with respect to the performance or obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the performance or obligation of another party or condition to its own obligation beyond those expressly waived in writing.

ARTICLE VIII

TERM OF AGREEMENT

Section 8.1. Term of Agreement. Unless sooner terminated pursuant to the terms hereof, this Agreement shall become effective upon execution by the parties hereto and shall terminate on the earlier of (1) 30 years after the Commencement Date or (2) payment to the Developer (whether through CID Sales Tax Revenues, TDD Sales Tax Revenues or Dedicated Revenues) of an amount equal to the Total Reimbursement Amount.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (1) mailed by registered or certified mail, postage prepaid, (2) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, or (3) transmitted electronically (and receipt confirmed by telephone or electronic read receipt), addressed as follows:

(a) To the City:

City of O'Fallon
100 North Main Street
O'Fallon, Missouri 63366
ATTN: City Administrator

Email: msnowden@ofallonmo.gov

with a copy to:

Curtis, Heinz, Garrett & O'Keefe
130 S. Bemiston Avenue, Suite 200
Clayton, Missouri 63105
ATTN: Kevin O'Keefe
Email: kokeefe@chgolaw.com

(b) To the Developer:

O'Fallon Playfield Commons LLC
2128 William Street, Ste. 161
Cape Girardeau, Missouri 63703
ATTN: Andy Patel
Email: andy.patel@appleig.com

The City and the Developer may from time to time designate, by notice given hereunder to the other, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 9.2. Severability; Effect of Invalidity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 9.3. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Any action arising out of, or concerning, this contract shall be brought only in the Circuit Court of St. Charles County, Missouri. All parties to this Agreement consent to the exclusive jurisdiction and venue of that court.

Section 9.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 9.5. Third Party Rights. No person or entity that is not a party to this Agreement will have any right of action under this Agreement.

Section 9.6. Entire Agreement; Amendments. This Agreement, together with any other documents entered into of even date herewith in connection with the Project, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Developer with respect to the subject matter hereof. This Agreement shall not be modified or amended except by written agreement signed on behalf of the City and the Developer by their duly authorized representatives.

Section 9.7. Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Agreement shall survive termination of this Agreement for any reason.

Section 9.8. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies,

telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.9. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel or (c) persons or entities doing business in the State of Israel.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF O'FALLON, MISSOURI



By: Bill Hennessy
Bill Hennessy, Mayor

[SEAL]

ATTEST:

By: Katie Crabtree
Katie Crabtree, Assistant City Clerk

ACKNOWLEDGMENT

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

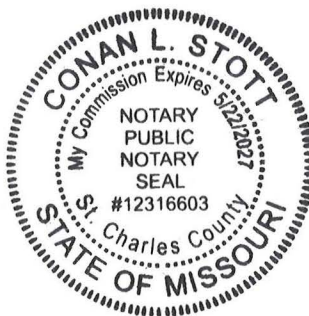
On this 23 day of January, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Bill Hennessy, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF O'FALLON, MISSOURI**, a home rule charter city, and that the foregoing instrument was signed and sealed on behalf of said City by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Conan L. Stott

Notary Public in and for said State

My commission expires: 5/22/2027



[Development Agreement]

O'FALLON PLAYFIELD COMMONS LLC,
a Missouri limited liability company

By: _____
Andy Patel, Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Andy Patel, to me personally known, who, being by me duly sworn, did say that he is the Manager of **O'FALLON PLAYFIELD COMMONS LLC**, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public in and for said State

My commission expires:

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROJECT SITE

Real property in the City of O'Fallon, County of St. Charles, State of Missouri, described as follows:

Lot B of QUIKTRIP NO. 622 BOUNDARY ADJUSTMENT PLAT, according to the plat thereof recorded in Plat Book 49 Page 141 of the St. Charles County Records.

EXHIBIT A-2

LEGAL DESCRIPTION OF EXISTING HOTEL PARCELS

Parcel ID: 3-157E-9579-00-0003.0000000

Property Address: 1155 Technology Dr, O'Fallon, MO 63368

Real property in the City of O'Fallon, County of St. Charles, State of Missouri, described as follows:

LOT 3 OF PERSIMMON POINTE HOTEL DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 41, PAGE(S) 79 OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS.

and

Parcel ID: 3-157E-9579-00-0001.0000000

Property Address: 1175 Technology Dr, O'Fallon, MO 63368

Real property in the City of O'Fallon, County of St. Charles, State of Missouri, described as follows:

LOT 1 OF PERSIMMON POINTE HOTEL DEVELOPMENT, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 41, PAGE 79 OF THE ST. CHARLES, MISSOURI, COUNTY RECORDS.

EXHIBIT A-3

LEGAL DESCRIPTION OF FUTURE HOTEL PARCELS

Parcel ID: 4-0053.1780.00-0014.4

Property Address:

Real property in the City of O'Fallon, County of St. Charles, State of Missouri, described as follows:

A tract of land being part of U.S. Survey 1780, Township 47 North - Range 2 East, St. Charles County, Missouri and being more particularly described as:

Beginning at the intersection of the South right-of-way line of Interstate Highway 70 with the West line of property conveyed to Westchester Limited Partnership by deed recorded in Book 1018, Page 988 of the St. Charles County Records, said point being 274.60 feet perpendicular distance South of centerline Station 650+94.30 of said Interstate Highway 70; thence South 02 degrees 08 minutes 09 seconds East 300.13 feet along said West line of Westchester Limited Partnership property to the North right-of-way line of Relocated South Outer Road, being also the North line of property conveyed to the City of O'Fallon, Missouri by deed recorded in Book 1384, Page 27 of the St. Charles County Records; thence South 71 degrees 40 minutes 07 seconds West 228.80 feet along said North line of Relocated South Outer Road, being also the North line of property conveyed to City of O'Fallon, Missouri to the Northeast right-of-way line of said Relocated South Outer Road; thence North 39 degrees 34 minutes 40 seconds West 491.74 feet along said Northeast right-of-way line of Relocated South Outer Road, being also the Northeast line of said City of O'Fallon, Missouri property to the East line of property conveyed to the City of O'Fallon, Missouri by deed recorded in Book 1384, Page 33 of the St. Charles County Records, said point being 266.89 feet perpendicular distance South of centerline Station 645+75 of Interstate Highway 70; thence North 00 degrees 03 minutes 50 seconds West 56.89 feet along said East line of property conveyed to the City of O'Fallon, Missouri, being also the East line of said Interstate Highway 70, to the South right-of-way line of said Interstate Highway 70, said point being 210.00 feet perpendicular distance South of centerline Station 645+75; thence Eastwardly along said South right-of-way of Interstate Highway 70, the following courses and distances; North 89 degrees 56 minutes 10 seconds East 165.00 feet to a point being 210.00 feet perpendicular distance South of centerline Station 647+40, South 73 degrees 08 minutes 11 seconds East 240.42 feet to a point being 280.00 feet perpendicular distance South of centerline Station 649+70, and North 87 degrees 26 minutes 48 seconds East 124.42 feet to the point of beginning.

Parcel ID: 3-157E-C923-00-000B.0000000

Property Address: 1150 Technology Dr, O'Fallon, MO 63368

Real property in the City of O'Fallon, County of St. Charles, State of Missouri, described as follows:

*[*Legal description to be added *]*

EXHIBIT B

**PROJECT IMPROVEMENTS
AND
PUBLIC IMPROVEMENTS**

The Project Improvements shall include, but not be limited to, the following:

- Eight (8) standard size hard surface basketball courts convertible to sixteen (16) standard size volleyball courts
- Two (2) indoor turf fields sized for 7v7 soccer
- Site development costs for the Sports Facility, including, but not limited to, earthwork, grading, and utilities extensions
- Hard construction costs for the shell and core of the Sports Facility, including, but not limited to, foundations, structural frames, roof, exterior envelope, HVAC systems, electrical systems, plumbing, and fire protection systems
- Interior build-out and finishes of the Sports Facility including but not limited to, spectator seating, scoreboards, timing systems, sound systems, sports facility concessions space, divider panels, interior walls, flooring, painting, interior finishes, changing rooms, and restrooms
- Professional and soft costs incurred in the construction of the Sports Facility, including, but not limited to, architectural and engineering design, civil engineering, structural engineering, MEP engineering, legal services, accounting services, development advisory services, and construction management fees

The Public Improvements shall consist of the following:

- Construction, reconstruction, installation, repair and ongoing maintenance of all improvements permitted by the CID Act, including, but not necessarily limited to, landscaping, parking surfaces, signage, traffic or related improvements, roadways, rights-of-way, egress and ingress to access roads, signalization, sidewalks, utilities and lighting
- Any and all improvements dedicated for use and enjoyment by the public
- Acquisition of a leasehold interest in the parking lots owned by the Developer within the CID

EXHIBIT C
CONCEPT PROPERTY PLAN

(Attached)

EXHIBIT D

FORM OF CERTIFICATE OF REIMBURSABLE COSTS

Certificate of Reimbursable Costs

TO:

City of O'Fallon
100 North Main Street
O'Fallon, Missouri 63376
Attn: City Administrator

Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Development Agreement dated as of _____ (the "Agreement"), between the City of O'Fallon, Missouri (the "City"), and O'Fallon Playfield Commons LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto was incurred by the Developer for Public Improvement Costs or Sports Facility Costs (**Schedule 1** shows the category for each listed item).

2. The foregoing costs have been paid by the Developer or its affiliates, as substantiated by attached records and receipts, and are reimbursable under the Agreement.

3. Each item listed on **Schedule 1** has not been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

Dated this ____ day of _____, 20__.

O'FALLON PLAYFIELD COMMONS LLC

By: _____
Name: _____
Title: _____

Approved this _____ day of _____, 20____.

CITY OF O'FALLON, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT E

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

The undersigned, O'Fallon Playfield Commons LLC (the "Developer"), pursuant to that certain Development Agreement dated as of January 22, 2026, between the City of O'Fallon, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, 202__, the [*Sports Facility*][*Public Improvements*][*Commercial Space*] [*has*][*have*] been substantially completed in accordance with the Agreement.
2. The [*Sports Facility*][*Public Improvements*][*Commercial Space*] [*has*][*have*] been constructed in a workmanlike manner and in accordance with the Construction Plans.
3. Lien waivers for the [*Sports Facility*][*Public Improvements*][*Commercial Space*] have been obtained.
4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein, which, when taken together, certify that the [*Sports Facility*][*Public Improvements*][*Commercial Space*] [*has*][*have*] been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the [*Sports Facility*][*Public Improvements*][*Commercial Space*].
6. The recordation of this Certificate with the St. Charles County Recorder shall evidence the satisfaction of the Developer's agreements and covenants to complete the [*Sports Facility*][*Public Improvements*][*Commercial Space*].

This Certificate shall be recorded in the office of the St. Charles County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

O'FALLON PLAYFIELD COMMONS LLC,
a Missouri limited liability company

By: _____,
_____, Manager

ACCEPTED:

CITY OF O'FALLON, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description)

EXHIBIT F

FORM OF FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

STATE OF MISSOURI)
) SS
COUNTY OF _____)

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am the Manager of O'Fallon Playfield Commons LLC, a Missouri limited liability company (the "*Company*"), and am authorized to attest to the matters set forth herein.

I hereby affirm the Company's enrollment and participation in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri.

The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri.

Further Affiant Sayeth Not.

O'FALLON PLAYFIELD COMMONS LLC,
a Missouri limited liability company

By: _____
_____, Manager

Subscribed and sworn to before me this ____ day of _____, 20__.

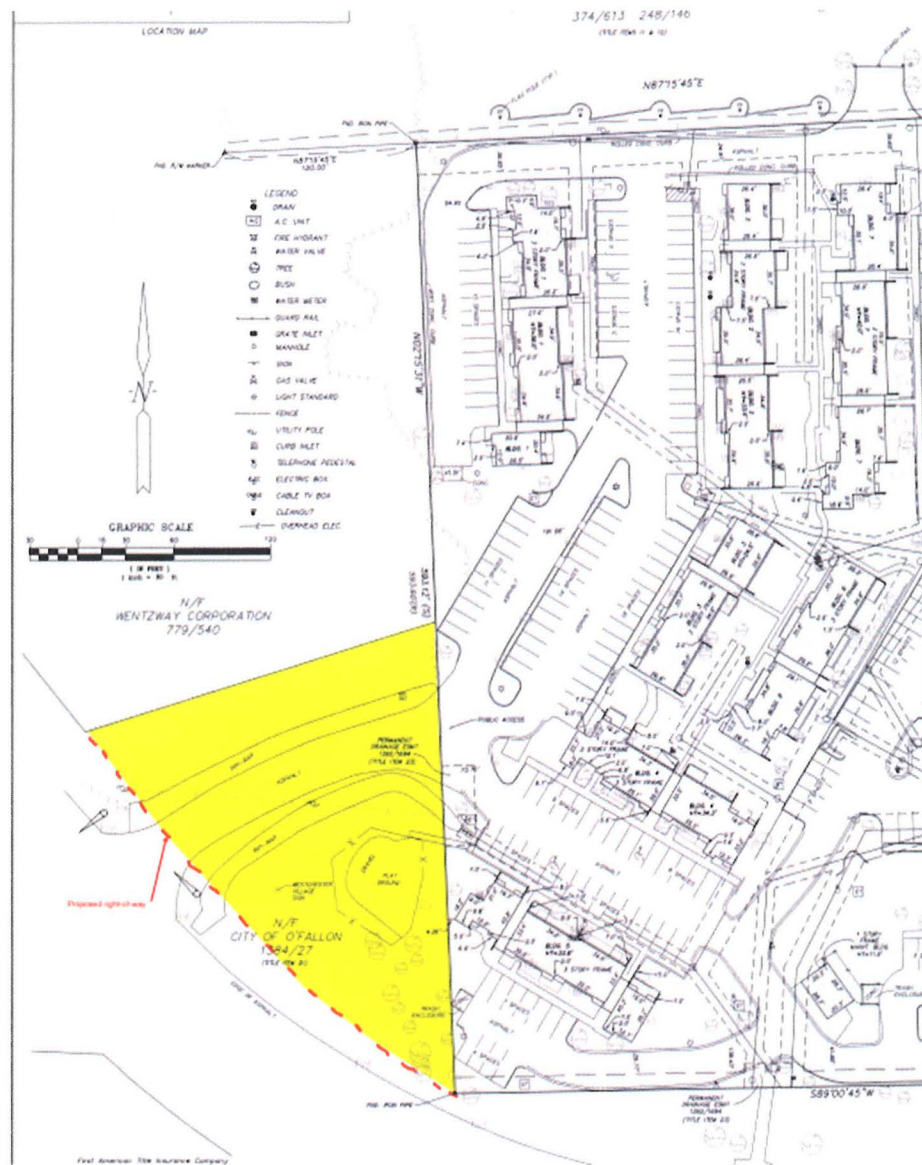
Notary Public

My commission expires on: _____

EXHIBIT G
COOPERATION AGREEMENT

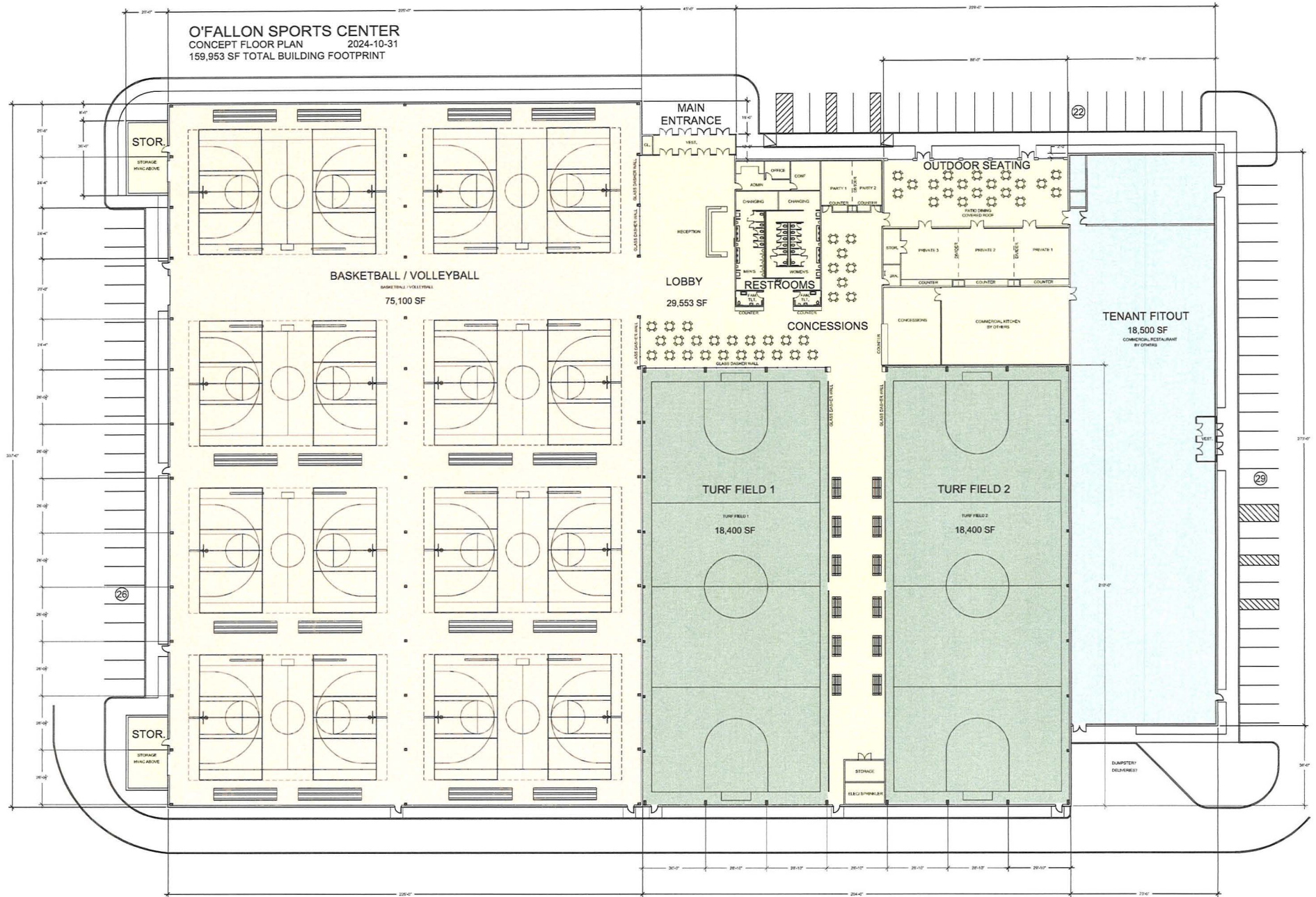
(Attached)

WINGED FOOT PARCEL



[illegible]

O'FALLON SPORTS CENTER
CONCEPT FLOOR PLAN 2024-10-31
159,953 SF TOTAL BUILDING FOOTPRINT





O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

AERIAL VIEW AT PARKING LOT

12-06-2024





O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

AERIAL VIEW AT REAR

12-06-2024





O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

VIEW AT PARKING LOT

12-06-2024





O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

VIEW AT PARKING LOT

12-06-2024





O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

VIEW AT PARKING LOT

12-06-2024





O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

VIEW AT PARKING LOT

12-06-2024





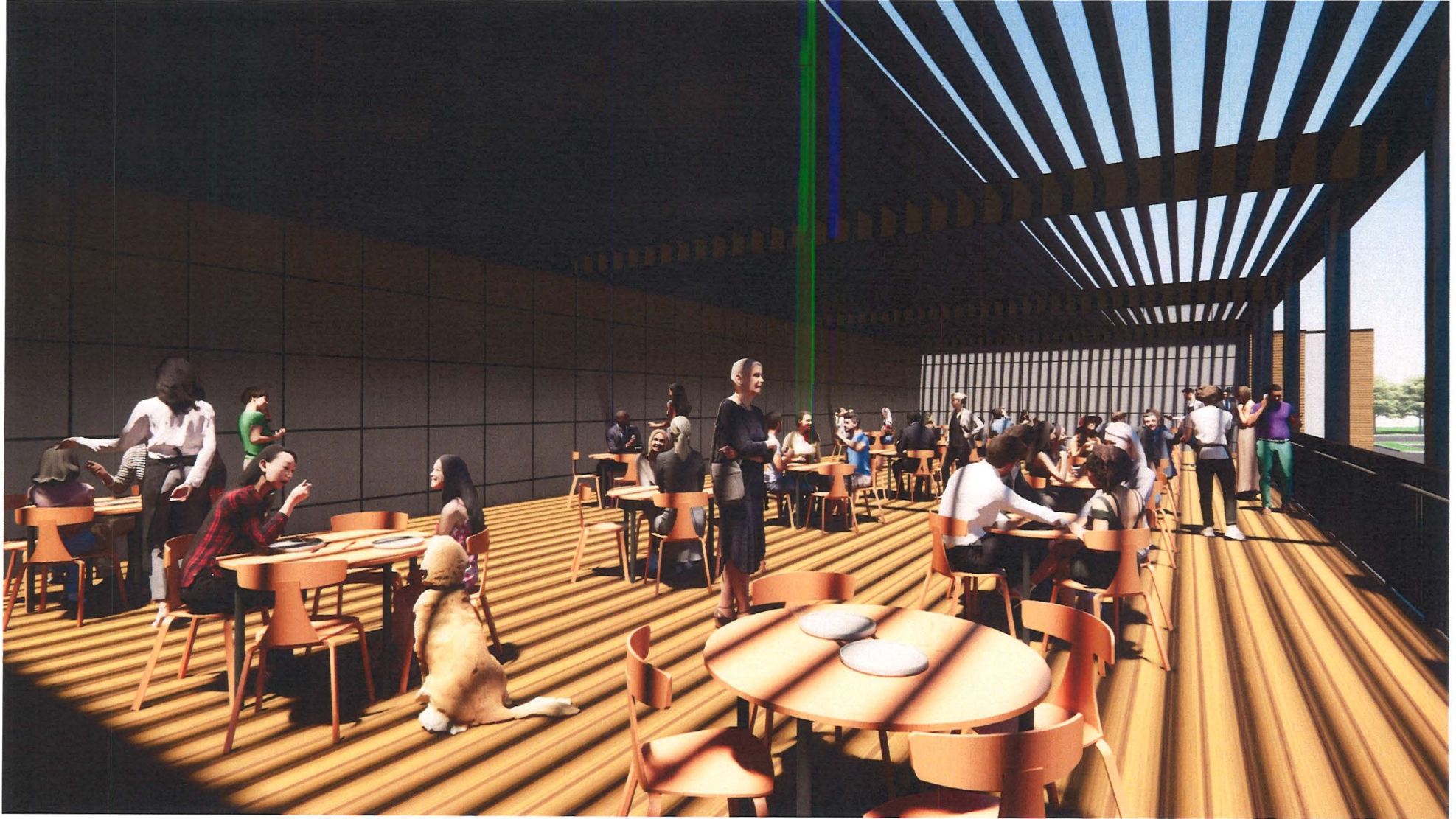
O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

VIEW AT OUTDOOR SEATING

11-01-2024





O'FALLON SPORTS CENTER

1001 BRYAN ROAD
O'FALLON, MISSOURI

VIEW AT MEZZANINE PATIO

11-01-2024



JAN 22 2026 Exhibit G

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into as of January 22, 2026, by and among the **CITY OF O'FALLON, MISSOURI**, a home rule charter city and political subdivision of the State of Missouri (the "*City*"), the **O'FALLON PLAYFIELD COMMONS COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (the "*CID*"), the **O'FALLON PLAYFIELD COMMONS TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the "*TDD*") and **O'FALLON PLAYFIELD COMMONS LLC**, a Missouri limited liability company (the "*Developer*" and, collectively with the City, the TDD and the CID, the "*Parties*").

RECITALS:

A. The Developer owns approximately 20.59 acres of property located at the southeast corner of the intersection of Thornbury Crossing Drive and Veterans Memorial Parkway in the City, on which the Developer proposes to construct an approximately 168,000 square foot indoor sports facility (the "Sports Facility") and approximately 25,000 square feet of restaurant/commercial space (the "Commercial Space" and, collectively with the Sports Facility, the "Project Improvements").

B. In connection therewith, (1) the City and the Developer entered into a Development Agreement dated January 22, 2026 (the "Development Agreement") and (2) the Developer submitted a petition to the City for the creation of the CID.

C. On January 15, 2026, the City Council adopted Ordinance No. 7269 approving the creation of the CID and authorizing the execution of this Agreement.

D. On _____, 2026, the Board of Directors of the CID adopted a resolution authorizing the CID to execute this Agreement.

E. The Board of Directors of the CID agrees to terminate the CID after a term of twenty-seven (27) years or a maximum benefit of \$25 million is reached, whichever occurs first.

F. O'Fallon Playfield Commons LLC agrees to terminate the TDD after a term of twenty-seven (27) years or a maximum benefit of \$12 million is reached, whichever occurs first.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. As used in this Agreement and unless otherwise defined herein, the following words and terms shall have the following meanings:

"Annual Operating Costs" shall have the meaning set forth in **Section 8(b)**.

"CID" means the O'Fallon Playfield Commons Community Improvement District and its successors and assigns.

"CID Act" means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

"CID Petition" means the petition submitted to and verified by the City with respect to the formation of the CID and the development of the CID Project.

"CID Sales Tax" means a sales and use tax imposed by the CID at a rate of not to exceed one percent (1.00%).

"City" means the City of O'Fallon, Missouri.

"District" means the CID or the TDD, as applicable.

"Related Entity" means any party or entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party or entity controlled by or under common control with the Developer.

"State" means the State of Missouri.

"TDD" means the O'Fallon Playfield Commons Transportation Development District and its successors and assigns.

"TDD Act" means the Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

Capitalized words and terms that are not defined herein shall have the meanings assigned to such terms in the Development Agreement.

Section 2. Authority of the City. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 4. Authority of the TDD. The TDD has the full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 5. Authority of the Developer. The Developer has the full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 6. District Administration. The CID and the TDD shall each employ or engage an administrator or legal counsel with experience managing special taxing districts to ensure that each District complies with this Agreement and all applicable laws and regulations. If either District (1) fails to comply with any reporting requirement contained in the CID Act or the TDD Act, as applicable, or other applicable law for two consecutive years, including, without limitation, timely submittal of annual reports, financial statements and budgets, (2) admits to or is found by a court to have committed two or more violations of Chapter 610 of the Revised Statutes of Missouri, or (3) is unresponsive to any inquiry or audit initiated by the Missouri State Auditor's office, then the City may designate an administrator or legal counsel for the CID or TDD as applicable, to engage, at the applicable District's cost, to ensure that the applicable District complies with this Agreement and all applicable laws and regulations.

Section 7. CID Governance.

(a) The Parties acknowledge that the CID will be governed by a board of directors made up of five individuals appointed by the Mayor with the consent of the City Council, three of whom shall be representatives of the owners of real property operating within the CID and two of whom shall be residents of the City who are qualified and registered to vote and who have no financial interest in any real property or business operating within the CID. Successor directors of the CID shall be appointed as set forth in the CID Petition.

(b) Except as expressly provided in **Section 9** of this Agreement, unless otherwise approved by the City in its sole and absolute discretion, the CID shall have no authorization to pay any costs, impose any tax, license, fee or assessment (other than the CID Sales Tax) or incur any obligations.

(c) The Developer and the CID shall allow the City and its employees, agents, and representatives to inspect, within ten business days after request therefor, all contracts, public documents and public records pertaining to the CID, including but not limited to the CID Sales Tax and the CID's financial statements. In addition, the CID agrees that, promptly upon request of the City, the CID will file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the CID Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri. The City shall be responsible for the safeguarding and dissemination of any and all information received by the City from the CID of the Missouri Department of Revenue.

Section 8. TDD Governance.

(a) Except as expressly provided in **Section 9** of this Agreement, unless otherwise approved by the City in its sole and absolute discretion, the TDD shall have no authorization to pay any costs, impose any tax, license, fee or assessment (other than the TDD Sales Tax) or incur any obligations.

(b) The Developer and the TDD shall allow the City and its employees, agents, and representatives to inspect, within ten business days after request therefor, all contracts, public documents and public records pertaining to the TDD, including but not limited to the TDD Sales Tax and the TDD's financial statements. In addition, the TDD agrees that, promptly upon request of the City, the TDD will file Form 4379 with the Missouri Department of Revenue to designate the City's Finance Director as an authorized person to access all information regarding the TDD Sales Tax under Sections 32.057 and 144.121 of the Revised Statutes of Missouri. The City shall be responsible for the safeguarding and dissemination of any and all information received by the City from the TDD of the Missouri Department of Revenue.

Section 9. Construction of the Project Improvements.

(a) The Developer shall construct the Project Improvements in accordance with the Development Agreement and shall cause to be advanced all funds therefor. The CID and the TDD shall have no authority to pay for any other projects other than as listed on **Exhibit A**.

(b) All construction contracts for the Project Improvements entered into by or on behalf of the Developer (including any Related Entity), the CID or the TDD shall state that the contractor has no recourse against the City in connection with the contractor's construction of the Project Improvements.

Section 10. Financing of Public Improvements.

(a) The CID Sales Tax Revenues and the TDD Sales Tax Revenues shall be applied as follows:

(1) first, to the payment of "Annual Operating Costs," which means up to \$15,000 beginning with the first fiscal year in which CID Sales Tax Revenues or the TDD Sales Tax Revenues, as applicable, are generated, increased by 3% for each fiscal year thereafter; and

(2) second, to reimburse the Developer for Public Improvement Costs that have been approved by the City through Certificates of Reimbursable Costs.

(b) The CID and the TDD shall each provide a quarterly accounting of all disbursements to the City's Finance Director.

Section 11. Insurance.

(a) The CID and the TDD shall each maintain reasonable levels of insurance throughout their existence. Without limiting the generality of the foregoing, each District shall, simultaneously with the execution of this Agreement and annually thereafter through the term of this Agreement, provide evidence of a directors and officers liability or similar policy (in form and substance reasonably acceptable to the City Attorney or special counsel to the City) that includes coverage for all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the proceedings of the CID or TDD board of directors, as applicable, pursuant to the CID Act, the TDD Act and Chapter 610 of the Revised Statutes of Missouri.

(b) The policies of insurance required pursuant to clause (a) above shall be placed with MOPERM or financially sound and reputable insurers licensed to transact business in the State of Missouri with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most currently available "A.M. Best's" insurance reports. Each District shall deliver or cause to be delivered to the City evidence of all insurance policies maintained hereunder.

Section 12. Release and Indemnification.

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, hold harmless and indemnify the City, each District and its respective governing bodies and governing body members, officials, employees, attorneys and agents against any and all claims, demands, actions, causes of action, losses, damages, injuries, liabilities and/or expenses (including reasonable

attorneys' fees and court costs) resulting from, arising out of, or in any way connected with:

(1) the Developer's failure to comply with any provision of this Agreement or the activities or transactions to be undertaken by the Developer as set forth herein;

(2) the negligence or intentional misconduct of the Developer or an affiliate thereof, or their respective employees and agents with respect to the Developer's actions or activities taken in conjunction with this Agreement;

(3) the presence of hazardous wastes, hazardous materials or other environmental contaminants within the property on which the Project Improvements will be constructed, other than for the presence of hazardous wastes, hazardous materials or other environmental contaminants within the property caused by the City, each District or their respective governing body members, officials, employees, attorneys or agents;

(4) any loss of or damage to property or any injury to or death of any person occurring in, at or about the Project Improvements in connection with any activities, acts or omissions of the Developer, a related party to the Developer, or any of their respective contractors, agents or employees;

(5) arising out of the construction or operation of the Project Improvements, other than for actions, losses, damages, injuries, liabilities and/or expenses caused by the City, a District or their respective governing body members, officials, employees, attorneys or agents; or

(6) otherwise arising out of the adoption or administration of this Agreement.

Section 13. Hold Harmless. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or either District for damages or otherwise if all or any part of a District or any ordinance or resolution of the City adopted in connection therewith is declared invalid or unconstitutional in whole or in part by any court of competent jurisdiction.

Section 14. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 16. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 17. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals.

Section 18. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 19. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed hereto and attested as to the date first above written.

CITY OF O'FALLON, MISSOURI



(SEAL)

Attest:

Katie Crabtree
Katie Crabtree, Assistant City Clerk

By: Bill Hennessy
Bill Hennessy, Mayor

**O'FALLON PLAYFIELD COMMONS
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
_____, Chairperson

**O'FALLON PLAYFIELD COMMONS
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
_____, Chairperson

O'FALLON PLAYFIELD COMMONS LLC

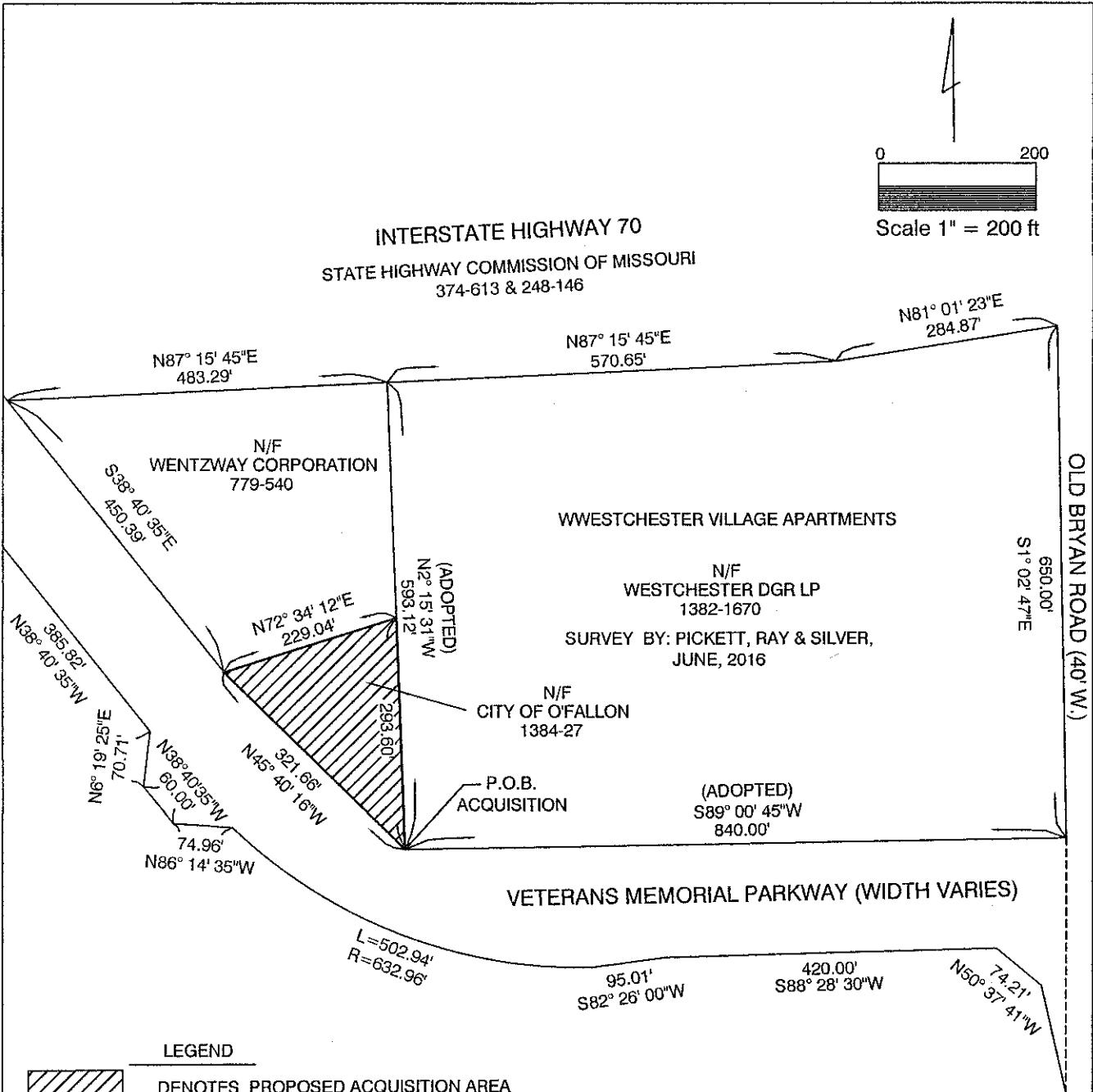
By: _____
Name: _____
Title: _____

EXHIBIT A

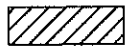
DESCRIPTION OF PUBLIC IMPROVEMENTS

The Public Improvements consist of the following, to the extent approved by the City in connection with the submission of a Certificate of Reimbursable Costs:

- (a) Construction, reconstruction, installation, repair and ongoing maintenance of all improvements permitted by the Act including, but not necessarily limited to, landscaping, parking surfaces, signage, traffic or related improvements, roadways, rights-of-way, egress and ingress to access roads, signalization, sidewalks, utilities and lighting;
- (b) Any and all improvements dedicated for use and enjoyment by the public; and
- (c) Acquisition of a leasehold interest in the existing parking lot within the CID. The lease payments will be used by the developer to reimburse the developer for the costs of rehabilitation of the improvements within the CID and construction of a patio within the CID.



LEGEND



DENOTES PROPOSED ACQUISITION AREA

P.O.B. " POINT OF BEGINNING
P.O.C. " POINT OF COMMENCEMENT

NOTE: ACQUISITION AREA IS
32,451 SQ. FT. / 0.745 ACRES±

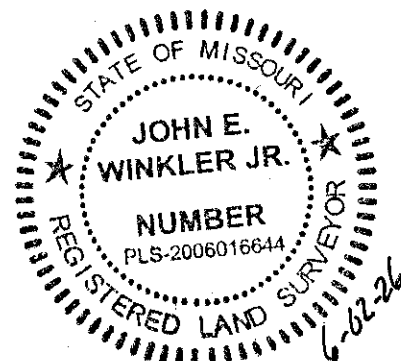
EXHIBIT "A"

ACQUISITION EXHIBIT

PART OF U.S. SURVEY 1780
TOWNSHIP 47 NORTH, RANGES 2 & 3 EAST
CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI

METRON
Surveying & Layout Co.
313 WOOD STREET
O'FALLON, MO, 63366
314-432-5400

JOHN E. WINKLER JR.
MO. REG. P.L.S. # 2006016644



INITIAL:



Surveying & Layout Co

CIVIL ENGINEERING LAND SURVEYING LAND PLANNING

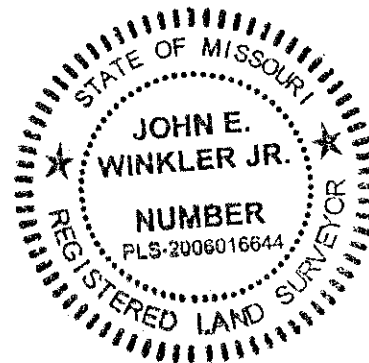
www.metronsurveying.com

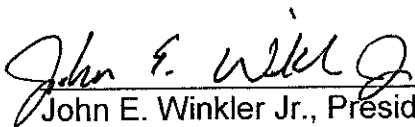
info@metronsurveying.com

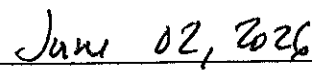
313 Wood Street
O'Fallon, MO 63366
Ph: 314-432-5400
Fx: 636-294-5851

DESCRIPTION: ACQUISITION TRACT

A TRACT OF LAND BEING PART OF U.S. SURVEY 1780, TOWNSHIP 47 NORTH, RANGES 2 & 3 EAST AND PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF WESTCHESTER DGR LP TRACT PER BOOK 1382 PAGE 1670 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE NORTHEASTERN RIGHT-OF-WAY OF VETERANS MEMORIAL PARKWAY (WIDTH VARIES), NORTH 45 DEGREES 40 MINUTES 16 SECONDS WEST, 321.66 FEET TO A POINT; THENCE LEAVING SAID NORTHEASTERN RIGHT-OF-WAY OF VETERANS MEMORIAL PARKWAY, NORTH 72 DEGREES 34 MINUTES 12 SECONDS EAST, 229.04 FEET TO A POINT ON THE WESTERN LINE OF WESTCHESTER DGR LP TRACT; THENCE ALONG SAID WEST LINE, SOUTH 2 DEGREES 15 MINUTES 31 SECONDS EAST, 293.60 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.745 ACRES (32,451 SQUARE FEET), MORE OR LESS.




John E. Winkler Jr., President


Dated



City of O'Fallon, Missouri

Memorandum

Planning and Zoning Commission

I. 1.

Meeting Date: 11/05/2026

Re: City Council Action Update

From: Tracy Coffman, Planning Specialist for Planning & Development

Department: Planning and Development

Agenda Category: New Business

Item:

The following action was taken at the October 8 and 22, 2026 City Council meetings:

- Rezoning and Area Plan for property on the west side of Deer Creek Drive to be known as Blue Ridge Subdivision - tabled
-