
Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Reciprocal Easement Agreement

DATE OF DOCUMENT: _____, 2017

GRANTOR(S): Brinkmann Holdings, LLC
16650 Chesterfield Grove Rd.
Chesterfield, MO 63005

City of Town and Country, Missouri
1011 Municipal Center Drive
Town and Country, Missouri 63131

GRANTEE(S): Same as Grantors

LEGAL DESCRIPTION: See Attached Exhibits A and B

REFERENCE COUNTY LOCATOR NUMBER(S): N/A

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2017, by and between **Brinkmann Holdings, LLC**, a Missouri limited liability company ("Lot 1 Owner"), with an address of 16650 Chesterfield Grove Road, Chesterfield, Missouri 63005, and the **City of Town and Country Missouri**, a City of the Fourth Class ("Lot 2 Owner"; Lot 1 Owner and Lot 2 Owner each being a "Lot Owner" or collectively "Lot Owners"), with an address of 1011 Municipal Center Drive, Town and Country, Missouri 63131.

RECITALS:

A. Lot 1 Owner is the owner of that certain parcel of land ("Lot 1") located in the City of Town and Country, St. Louis County, Missouri, as described on Exhibit A "The Town Square Boundary Adjustment Plat", attached hereto and incorporated herein.

B. Lot 2 Owner is the owner of that certain parcel of land ("Lot 2"; together with Lot 1, the "Lots" and each a "Lot") located in the City of Town and Country, St. Louis County, Missouri, as described on Exhibit A attached hereto and incorporated herein.

C. The Lots are contiguous, as depicted on as Exhibit A and the parties desire to provide for access, parking, signage and stormwater management BMP easements across their respective Lots as more particularly provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Access Easement. Lot 1 Owner hereby grants to Lot 2 Owner, for the benefit of each Lot, for use by Lot 1 Owner and Lot 2 Owner and their respective residents, tenants, employees, customers, contractors, vendors, subtenants, agents, licensees, invitees, guests, successors and assigns ("Permitted Users"), a non-exclusive, perpetual access easement (the "Access Easement") shown as hachured on the Access Easement Exhibit, attached hereto, (the "Access Easement Area") solely for the purpose of vehicular, truck and pedestrian access, ingress and egress to and from each Lot from and to Clayton Road, subject to all existing easements and rights-of-way of record. Subject to the provisions hereof, including, but not limited to Lot 2 Owner's reimbursement obligations, Lot 1 Owner shall be responsible for such maintenance, repair and replacement of the paved surfaces and any curbing within the Access Easement Area, except for repair of any damage (excluding normal wear and tear) caused by the Lot 2 Owner or its Permitted Users, the reasonable cost of which shall be reimbursed by such Lot 2 Owner within sixty (60) days of receipt of an invoice therefor (and if not so paid, shall bear interest in the same manner as provided in Section 5 below). Each Lot Owner agrees not to block, place barriers over, prevent access to, or otherwise take any other action with respect to the Access Easement Area which would in any way materially interfere with the use of the Access Easement Area by the other Lot Owner or its Permitted Users. Lot 2 Owner recognizes that the Access Easement is non-exclusive, and that the Lot 1 Owner and Permitted Users of Lot 1 shall also have the right to use the Access Easement Area.

2. Parking Easement. Lot 1 Owner hereby grants Lot 2 Owner, for the benefit of Lot 2, for use by Lot 2 Owner and Lot 2 Owner's Permitted Users, a non-exclusive perpetual easement (the "Parking Easement") on and over the area labeled Access Easement Exhibit (the Access Easement Exhibit depicts as cross hatched both the Access Easement and the Parking Easement) for the parking of motor vehicles and access to parking spaces. Subject to the provisions hereof, including, but not limited to Lot 2 Owner's reimbursement obligations, Lot 1 Owner shall be responsible for such maintenance, repair and replacement of the paved surfaces and any curbing within the Parking Easement Area, except for repair of any damage (excluding normal wear and tear) caused by the Lot 2 Owner or its Permitted Users, the reasonable cost of which shall be reimbursed by such Lot 2 Owner within sixty (60) days of receipt of an invoice therefor (and if not so paid, shall bear interest in the same manner as provided in Section 5 below). Lot 2 Owner recognizes that the Parking Easement is non-exclusive, and that the Lot 1 Owner and Permitted Users of Lot 1 shall also have the right to park in the Parking Easement Area. The Parking Easement herein granted contemplates normal day-to-day use of the Parking Easement Area by Lot 2 and Lot 2 Owner's Permitted Users in connection with visits to Lot 2 (i) not involving special events, examples of said special events include, but are not limited to Fire and Ice and (ii) that do not cause unreasonable interference or burden upon the use and parking of Lot 1 and the Parking Easement Area by Lot 1 Owner and Lot 1 Owner's Permitted Users (the use of 30 or more spaces being a de facto unreasonable interference or burden) (collectively, "Special Events"). Notwithstanding the foregoing, the Parking Easement herein granted shall also provide Lot 2 and Lot 2 Owner's Permitted Users with parking in the Parking Easement Area for up to six (6) Special Events per calendar year. On or before December 15 of the preceding calendar year, Lot 2 Owner shall provide written notice of the calendar dates for the planned Special Events of the following year. In no event shall any one (1) Special Event have a duration exceeding two (2) successive calendar days, nor shall more than one (1) planned Special Event occur in any one (1) calendar month. In the event Lot 2 Owner fails to timely provide said written notice to Lot 1 Owner, the use of the Parking Easement Area for any planned Special Event for the following calendar year shall be subject to Lot 1 Owner's prior written consent, at least thirty (30) days in advance of the Special Event, which consent shall not be unreasonably withheld. Lot 2 Owner hereby covenants and agrees that for such planned Special Events, Lot 2 Owner will coordinate the details thereof (which details may include providing for other temporary parking outside of the Parking Easement Area, staggering the time of the planned Special Event, etc.) so as not to be an unreasonable interference or burden upon the use and parking of Lot 1 and the Parking Easement Area by Lot 1 Owner and Lot 1 Owner's Permitted Users. Neither the Lot 1 Owner or Lot 1 Owner's Permitted Users, nor the Lot 2 Owner or Lot 2 Owner's Permitted Users, shall use the Parking Easement Area for the parking of vehicles overnight or the repair or maintenance of vehicles (except emergency repair or maintenance).

3. Signage Easement. Lot 2 Owner hereby grants Lot 1 Owner, for the benefit of Lot 1, for use by Lot 1 Owner and Lot 1 Owner's Permitted Users, an exclusive perpetual easement (the "Signage Easement"), subject to any agreed monument and/or event signage for the Lot 2 Owner, at no charge to the Lot 2 owner, on and over the area labeled "signage easement" shown as cross hatched on the Sign Easement Exhibit, attached hereto, for the placement of signage associated with Lot 1, which signage may be a monument sign or any other signage permitted by applicable law. Subject to the provisions hereof, including, but not limited to Lot 2 Owner's reimbursement obligations, Lot 1 Owner shall be responsible for such maintenance, repair and replacement of the signage within the Signage Easement Area, except

for repair of any damage (excluding normal wear and tear) caused by the Lot 2 Owner or its Permitted Users, the reasonable cost of which shall be reimbursed by such Lot 2 Owner within sixty (60) days of receipt of an invoice therefor (and if not so paid, shall bear interest , in the same manner as provided in Section 5 below), and Lot 2 Owner hereby grants Lot 1 Owner and Lot 1 Owner's Permitted Users such access to and from the Signage Easement Area as may be needed for repair, maintenance or replacement in order to give effect to the Signage Easement granted hereunder.

4. Stormwater Management BMP Easement. Lot 2 Owner hereby grants Lot 1 Owner, for the benefit of Lot 1, for use by Lot 1 Owner and Lot 1 Owner's Permitted Users, a non-exclusive perpetual easement (the "Stormwater BMP Easement") on and over the area labeled "stormwater BMP easement" shown as cross hachured on the Stormwater BMP Exhibit (the "Stormwater BMP Easement Area") for stormwater management purposes. Subject to the provisions hereof, including, but not limited to Lot 1 Owner's reimbursement obligations, Lot 2 Owner shall be responsible for such maintenance, repair and replacement of any and all improvements within the Stormwater BMP Easement Area, except for repair of any damage (excluding normal wear and tear) caused by the Lot 1 Owner or its Permitted Users, the reasonable cost of which shall be reimbursed by such Lot 1 Owner within sixty (60) days of receipt of an invoice therefor (and if not so paid, shall bear interest in the same manner as provided in Section 6 below). Lot 1 Owner recognizes that the Stormwater BMP Easement is non-exclusive, and that the Lot 2 Owner and Permitted Users of Lot 2 shall also have the right to use the Stormwater BMP Easement Area.

5. Lot 2 Owner Reimbursement Obligations. In exchange for Lot 1 Owner operating and maintaining (including insuring), repairing and replacing the Access Easement Area, the Parking Easement Area and the Signage Easement Area, the Lot 2 Owner shall reimburse the Lot 1 Owner for the costs and expenses associated therewith as follows:

50% of all costs and expenses associated with the Access Easement Area shall be reimbursed by Lot 2 Owner to Lot 1 Owner;

25% of all costs and expenses associated with the Parking Easement Area shall be reimbursed by Lot 2 Owner to Lot 1 Owner; and

0 % of all costs and expenses associated with the Signage Easement Area shall be reimbursed by Lot 2 Owner to Lot 1 Owner.

The Lot 1 Owner may provide invoices to the Lot 2 Owner evidencing these the reimbursable costs and expenses at such times as the Lot 1 Owner may elect (i.e. monthly, quarterly, annually, etc.), but in no event more frequently then monthly. Alternatively, at Lot 1 Owner's election, Lot 2 Owner shall pay to Lot 1 Owner on the first day of each month in advance such amount as Lot 1 Owner shall estimate shall be equal to 1/12th of the annual Lot 2 Owner's share of the anticipated costs and expenses associated with each of the Access Easement Area, Parking Easement Area and Signage Easement Area. In any event, said invoiced amount shall be paid by the Lot 2 Owner to the Lot 1 Owner within sixty (60) days of the Lot 2 Owner's receipt of an invoice for the same. If the Lot 2 Owner fails to reimburse the Lot 1 Owner within such sixty-day period, the Lot 1 Owner shall, in addition to all other

remedies it may have at law or in equity, have the right to recover such amount from the Lot 2 Owner, plus reasonable attorneys' fees and interest at the rate of the lesser of twelve percent (12%) per annum or the maximum amount of interest allowable under Missouri law on any such unpaid amount. In the event Lot 1 Owner invoices Lot 2 Owner based upon estimates of anticipated costs and expenses, after the close of any calendar year, upon receipt of all actual bills for the previous calendar year, Lot 1 Owner shall compute the share of said bills due from Lot 2 Owner and a summary shall be furnished to Lot 2 Owner (along with appropriate back up, as requested) reflecting the actual amount costs and expenses due. In the event the amounts paid by Lot 2 Owner during the preceding period shall be in excess of Lot 2 Owner's share, the excess shall be credited against the next ensuing payment due from Lot 2 Owner; in the event the amount paid by Lot 2 Owner shall be less than Lot 2 Owner's share, then Lot 2 Owner shall pay the remaining balance within sixty (60) days after such notice is furnished. The notice furnished Lot 2 Owner shall also include a computation of the estimated sums that will be due from Lot 2 Owner each month for the ensuing year and the monthly payments to be made as aforesaid shall be adjusted accordingly for the ensuing period. Lot Owner 1 shall keep detailed accounting records, render a copy thereof within ninety (90) days of the end of each accounting year, and allow for audit if requested by Lot Owner 2. Any disputes shall be resolved by mediation between the Owners, and arbitration if requested by either party, pursuant to the applicable Rules of the American Arbitration Association.

Notwithstanding anything to the contrary contained herein, Lot 2 Owner shall not have any reimbursement obligation for costs and expenses associated with repair or replacement of the Access Easement Area, Parking Easement Area or Signage Easement Area that directly result from a latent defect caused by Lot 1 Owner.

6. Lot 1 Owner Reimbursement Obligations. In exchange for Lot 2 Owner operating and maintaining (including insuring), repairing and replacing the Stormwater BMP Easement Area, the Lot 1 Owner shall reimburse the Lot 2 Owner for the costs and expenses associated therewith as follows:

20 % of all costs and expenses associated with the Stormwater BMP Easement Area shall be reimbursed by Lot 1 Owner to Lot 2 Owner.

The Lot 2 Owner may provide invoices to the Lot 1 Owner evidencing these the reimbursable costs and expenses at such times as the Lot 2 Owner may elect (i.e. monthly, quarterly, annually, etc.), but in no event more frequently than monthly. Alternatively, at Lot 2 Owner's election, Lot 1 Owner shall pay to Lot 2 Owner on the first day of each month in advance such amount as Lot 2 Owner shall estimate shall be equal to 1/12th of the annual Lot 1 Owner's share of the anticipated costs and expenses associated with the Stormwater BMP Easement Area. In any event, said invoiced amount shall be paid by the Lot 1 Owner to the Lot 2 Owner within sixty (60) days of the Lot 1 Owner's receipt of an invoice for the same. If the Lot 1 Owner fails to reimburse the Lot 2 Owner within such sixty-day period, the Lot 2 Owner shall, in addition to all other remedies it may have at law or in equity, have the right to recover such amount from the Lot 1 Owner, plus reasonable attorneys' fees and interest at the rate of the lesser of twelve percent (12%) per annum or the maximum amount of interest allowable under Missouri law on any such unpaid amount. In the event Lot 2 Owner invoices Lot 1 Owner based upon estimates of anticipated costs and expenses, after the close of any calendar year, upon

receipt of all actual bills for the previous calendar year, Lot 2 Owner shall compute the share of said bills due from Lot 1 Owner and a summary shall be furnished to Lot 1 Owner (along with appropriate back up, as requested) reflecting the actual amount costs and expenses due. In the event the amounts paid by Lot 1 Owner during the preceding period shall be in excess of Lot 1 Owner's share, the excess shall be credited against the next ensuing payment due from Lot 1 Owner; in the event the amount paid by Lot 1 Owner shall be less than Lot 1 Owner's share, then Lot 1 Owner shall pay the remaining balance within sixty (60) days after such notice is furnished. The notice furnished Lot 1 Owner shall also include a computation of the estimated sums that will be due from Lot 1 Owner each month for the ensuing year and the monthly payments to be made as aforesaid shall be adjusted accordingly for the ensuing period.

Lot Owner 2 shall keep detailed accounting records, render a copy thereof within ninety (90) days of the end of each accounting year, and allow for audit if requested by Lot Owner 1. Any disputes shall be resolved by mediation between the Owners, and arbitration if requested by either party, pursuant to the applicable Rules of the American Arbitration Association.

7. Unimpeded Access. Lot 1 Owner and Lot 2 Owner agree that no barricade or other divider will be constructed between Lot 1 or Lot 2 and each Lot Owner will do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian, truck, and vehicular traffic, as necessary for the uses intended for each Lot Owner throughout the Access Easement Area, Parking Easement Area, the Signage Easement Area or the Stormwater BMP Easement Area (each an "Easement Area"). Each Lot Owner will, however, cooperate with the other in restricting or limiting the use of various portions of the Access Easement Area, Parking Easement Area, Signage Easement Area or the Stormwater BMP Easement Area from time to time when such restricted or limited use is reasonably required, including when required in connection with the maintenance or repair of the parking or drives or other improvements on or within the Access Easement Area, Parking Easement Area, Signage Easement Area or Stormwater BMP Easement Area.

8. Indemnification. Lot 1 Owner and Lot 2 Owner (each an "Indemnitor") shall, up to the amount of insurance proceeds actually available to Indemnitor, each indemnify and hold the other party and its officers, directors, shareholders, members, partners, employees, agents, representatives, tenants, licensees, guest, invitees, successors and assigns (the "Indemnitee") harmless from and against any and all liability, loss, damage, cost and expense, including, without limitation, reasonable attorneys' fees and court costs and Indemnitee's indirect, incidental and consequential damages (including lost profits, revenues or other economic losses), occasioned by or arising from use of the Access Easement or the Parking Easement or the Signage Easement or the Stormwater BMP Easement by the Indemnitor or its Permitted Users, or a breach or default under the terms or provisions of this Agreement by the Indemnitor, except to the extent caused by the negligence or intentional misconduct of the Indemnitee or its Permitted Users. Notwithstanding the foregoing, each Lot Owner hereby releases the other from any claim, loss or damage to the Access Easement Area, the Parking Easement Area, the Signage Easement Area and the Stormwater BMP Easement Area and the improvements now or hereafter located thereon, by reason of fire or other casualty, regardless of origin, including the negligence of the other Lot Owner, to the extent insured or insurable under a standard all-risk insurance policy.

9. Insurance. Lot 1 Owner and Lot 2 Owner shall each maintain in effect policies of fire and extended coverage insurance and comprehensive general liability insurance covering their indemnification obligations in Section 8 above and shall name each other as additional insureds with regard to the Access Easement, Parking Easement, Signage Easement and Stormwater BMP Easement, as is applicable. Each such policy shall provide a combined bodily injury, death and property damage limit of not less than a combined single limit of \$3,000,000 in the aggregate (\$1,000,000/person). Beginning on the tenth (10th) anniversary of the date hereof and not more often than every ten (10) years thereafter, at the request of either Lot Owner the amount of such policies may be increased to the then-existing market level of liability insurance then required by prudent parties to similar access, parking, signage and stormwater BMP easements. Upon request, a Lot Owner shall provide the other Lot Owner with a certificate of the insurance required by this Agreement. Each of Lot 1 Owner and Lot 2 Owner shall maintain special form property insurance covering the Easement Areas on their respective Lots, in an amount not less than the full replacement cost thereof.

10. Right to Cure. If a Lot Owner should fail to make any payment required hereunder or perform any maintenance or replacement obligation or provide any certificate of insurance required hereunder or otherwise fail to perform any obligation required hereunder (“**Defaulting Lot Owner**”) and such failure continues for thirty (30) days after receipt of notice from the other Lot Owner (“**Performing Lot Owner**”) (or, if the cure of such failure cannot reasonably be completed within such thirty (30) days, then if the Defaulting Lot Owner does not commence such cure within such thirty (30) days and diligently prosecute such cure to completion within a reasonable time, not to exceed one hundred twenty (120) days), then the Performing Lot Owner, in its sole discretion and without any obligation to do so, may upon prior written notice remedy such default on behalf of the Defaulting Lot Owner (and shall have the right to enter Defaulting Lot Owner’s Lot as may be necessary for such purpose) and thereupon, Performing Lot Owner shall be entitled to reimbursement from Defaulting Lot Owner for the actual, reasonable, out-of-pocket cost of remedying such default, to be paid within fifteen (15) days of Defaulting Lot Owner’s receipt of an invoice for the same. If Defaulting Lot Owner fails to reimburse Performing Lot Owner within such fifteen-day period, Performing Lot Owner shall, in addition to all other remedies it may have at law or in equity, have the right to recover such amount from Defaulting Lot Owner, plus reasonable attorneys’ fees and interest at the rate of the lesser of twelve percent (12%) per annum or the maximum amount of interest allowable under Missouri law on any such unpaid amount.

No waiver of any default by any Lot Owner will be implied from the failure by any other Lot Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Lot Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Lot Owner might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any Lot Owner will not impair such Lot Owner’s standing to exercise any other right or remedy.

No breach of this Agreement will entitle any Lot Owner to cancel, rescind or otherwise terminate this Agreement. The foregoing limitation will not affect, in any manner, any other right or remedy which any Lot Owner might have by reason of any breach of this Agreement.

11. Notice. All notices or communications to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses listed on the first page of this Agreement (or such other address as the parties may provide by notice given pursuant to the provisions hereof), and shall be delivered in person (effective upon delivery), or send by reputable overnight carrier (effective the business day following deposit with such courier), or by certified or registered mail, postage prepaid, return receipt requested (effective two business days after mailing).

12. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of Lot 1 or Lot 2 to the general public or for any public purpose whatsoever, it being the intention of the Lot Owners that this Agreement will be strictly limited to the private use of the Lot Owners and their respective Permitted Users. This Agreement is intended to benefit the Lot Owners and their respective successors, assigns and mortgagees and is not intended to constitute any person which is not a Lot Owner a third party beneficiary hereunder or to give any such person any rights hereunder.

13. Liens. Each Lot Owner shall discharge prior to foreclosure, or contest and bond to prevent foreclosure, any real estate tax, mechanic's or other lien filed against its Lot, the foreclosure of which could adversely affect or invalidate or extinguish the easements created by this Agreement.

14. Miscellaneous. The easements herein granted and the benefits and burdens created hereby are made for the direct and mutual benefit of the Lots, and each and every portion thereof, and constitute covenants running with the land, and shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, and owners from time to time of the Lots. Within fifteen (15) days after a written request from either Lot Owner, the other Lot Owner shall execute an estoppel certificate containing factual statements about the status of this Agreement and any defaults or payments hereunder. This Agreement may be enforced by specific performance. In the event of litigation or other action to enforce this Agreement, the substantially prevailing party shall be entitled to payment of reasonable attorney's fees and costs by the non-prevailing party. The provisions of this Agreement may be terminated, extended, modified or amended in whole or in part only with the consent of both Lot Owners by a written amendment executed and acknowledged by all such persons and recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri. When approval by any Lot Owner is required hereunder, such approval will not be unreasonably withheld. Nothing contained in this Agreement and no action by the Lot Owners will be deemed or construed by the Lot Owners or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any other association between or among any or all of the Lot Owners. If any of the foregoing provisions are deemed to be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless court of competent jurisdiction would find that the invalid provision is so essential that one or both Lot

Owners would not have entered this Agreement without such provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lot Owners hereto have executed this Agreement as of the day and year first above written.

LOT 1 OWNER:

Brinkmann Holdings, LLC, a
Missouri limited liability company

By: _____
Name: _____
Its: _____

LOT 2 OWNER:

City of Town and Country Missouri, a
City of the Fourth Class

By: _____
Name: _____
Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, a _____, and said person acknowledged that he executed this instrument on behalf of said corporation and acknowledged said instrument as the free act and deed of said corporation and said _____.

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

Notary Public

My Commission Expires:

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, a _____, and said person acknowledged that he executed this instrument on behalf of said corporation and acknowledged said instrument as the free act and deed of said corporation and said _____.

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

Notary Public

My Commission Expires:

TOWN SQUARE BOUNDARY ADJUSTMENT PLAT

A TRACT OF LAND BEING PART OF THE EAST HALF OF FRACTIONAL SECTION 20, TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI. THIS PLAT CONTAINS 8(11) AC.



PREPARED FOR:
CITY OF TOWN & COUNTRY
TOWN & COUNTRY, MISSOURI

STATE OF MISSOURI: I, Clerk of the Court, do hereby certify that this plat contains the correct and true copy of the original as filed in my office.

CONSIDERED AND APPROVED: _____
Mayor

RECORDED: _____
Recorder of Deeds

FILED: _____
Clerk of the Court

PROPERTY DESCRIPTION - DEL. DIV. 1872

PART 1. A tract of land in the East Half of Fractional Section 20, Township 46 North, Range 5 East of the 6th Principal Meridian, City of Town & Country, Missouri, being more particularly described as follows:

PART 2. A tract of land in the East Half of Fractional Section 20, Township 46 North, Range 5 East of the 6th Principal Meridian, City of Town & Country, Missouri, being more particularly described as follows:

PART 3. A tract of land in the East Half of Fractional Section 20, Township 46 North, Range 5 East of the 6th Principal Meridian, City of Town & Country, Missouri, being more particularly described as follows:

PART 4. A tract of land in the East Half of Fractional Section 20, Township 46 North, Range 5 East of the 6th Principal Meridian, City of Town & Country, Missouri, being more particularly described as follows:



GENERAL NOTES:

1. All lot areas are based on 111.96 feet per side.
2. The plat contains the correct and true copy of the original as filed in my office.
3. The plat contains the correct and true copy of the original as filed in my office.
4. The plat contains the correct and true copy of the original as filed in my office.

BOUNDARY ADJUSTMENT PLAT

TOWN & COUNTRY - TOWN SQUARE

13380 CLAYTON ROAD, ST. LOUIS COUNTY, MISSOURI

PREPARED BY:
STOCK ASSOCIATES
Consulting Engineers, Inc.
2521 Chestnut Avenue
St. Louis, MO 63103
314.435.5100
www.stockassociates.com

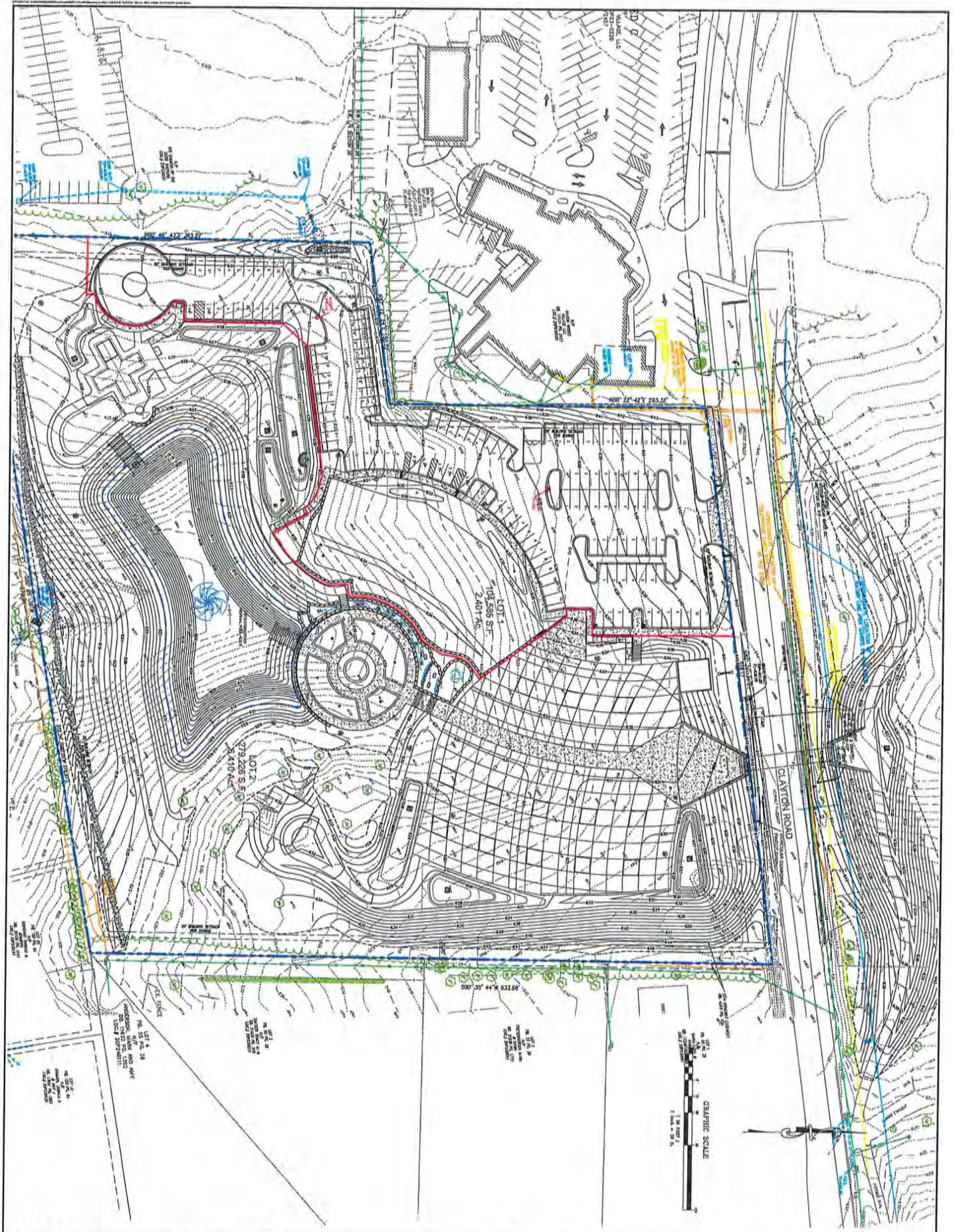
EXHIBIT A

Stock Associates logo

STOCK ASSOCIATES
CONSULTING ENGINEERS, INC.
2521 CHESTNUT AVENUE
ST. LOUIS, MISSOURI 63103
314.435.5100
WWW.STOCKASSOCIATES.COM

PREPARED FOR:
CITY OF TOWN & COUNTRY
TOWN & COUNTRY, MISSOURI
PLC 314-533-8508

EXHIBIT C
SITE PLAN
(see attached)



DATE	DESCRIPTION
05.10.10	PRELIMINARY
06.15.10	REVISED
07.20.10	REVISED
08.25.10	REVISED
09.30.10	REVISED
10.31.10	REVISED
11.31.10	REVISED
12.31.10	REVISED
01.31.11	REVISED
02.28.11	REVISED
03.31.11	REVISED
04.30.11	REVISED
05.31.11	REVISED
06.30.11	REVISED
07.31.11	REVISED
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SITE IMPROVEMENT PLANS FOR:
TOWN & COUNTRY - TOWN SQUARE

13360 CLAYTON RD.
 CITY OF TOWN & COUNTRY, MISSOURI



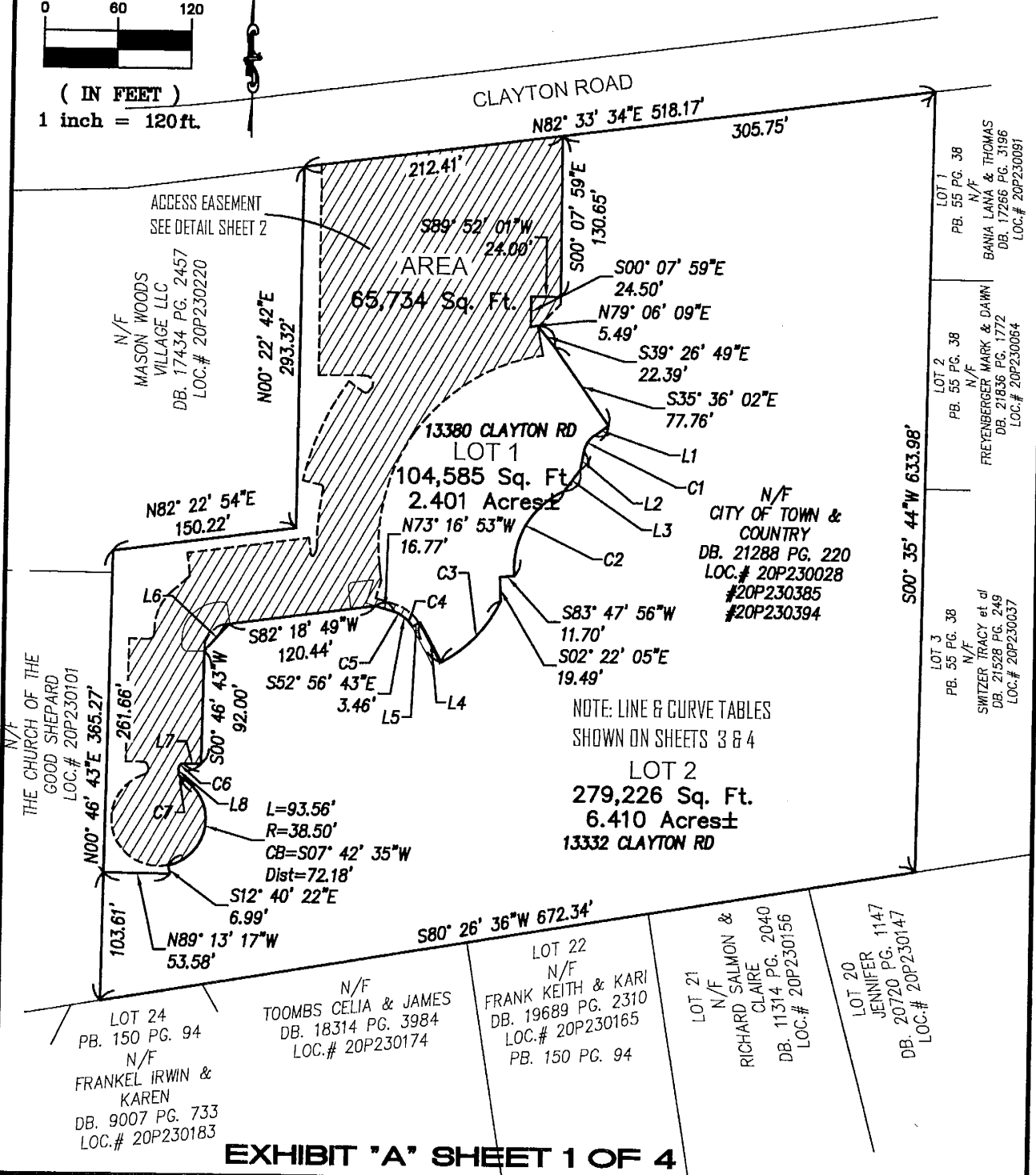
PREPARED BY:
Stock & Associates
 Consulting Engineers, Inc.
 237 Chesterfield Business Parkway
 St. Louis, MO 63103 PH: (314) 935-0101 FAX: (314) 935-0126
 www.stockandassociates.com
 info@stockandassociates.com

GRAPHIC SCALE



(IN FEET)

1 inch = 120ft.



ACCESS EASEMENT EXHIBIT

TRACT OF LAND BEING LOTS 1 AND 2 OF THE TOWN SQUARE BOUNDARY ADJUSTMENT PLAT PER PLAT BOOK ____, PAGE ____, LOCATED IN E 1/2 SEC. 20, TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF TOWN & COUNTRY, ST. LOUIS COUNTY, MISSOURI

DATE: 10/09/17

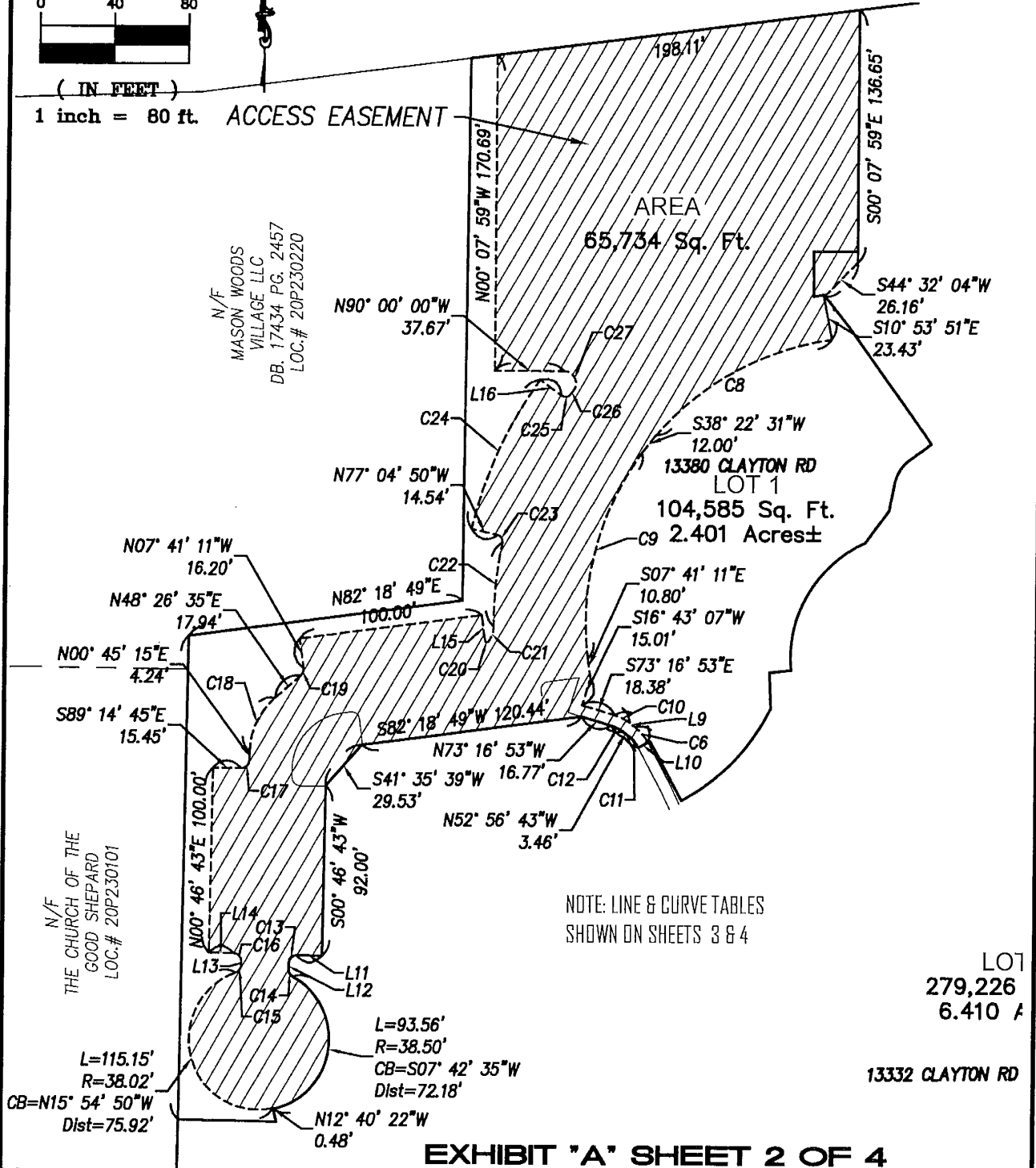
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GRAPHIC SCALE



(IN FEET)

1 inch = 80 ft. ACCESS EASEMENT



ACCESS EASEMENT EXHIBIT
TRACT OF LAND BEING LOTS 1 AND 2 OF THE TOWN SQUARE BOUNDARY
ADJUSTMENT PLAT PER PLAT BOOK ____, PAGE ____, LOCATED IN E 1/2 SEC. 20,
TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF TOWN & COUNTRY, ST. LOUIS COUNTY, MISSOURI

DATE: 10/09/17

PROPERTY LINE CURVE TABLE

<i>Curve Table</i>				
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Chord Direction</i>	<i>Chord Length</i>
C1	15.20	20.00	S32° 37' 31"W	14.84
C2	85.20	68.00	S29° 41' 28"W	79.73
C3	70.57	111.00	S43° 37' 19"W	69.38
C4	8.65	20.00	N40° 33' 19"W	8.58
C5	7.10	20.00	N63° 06' 48"W	7.06
C6	6.28	4.00	S45° 45' 55"W	5.66
C7	4.38	4.00	S30° 33' 53"E	4.16

PROPERTY LINE TABLE EASEMENT LINE TABLE

<i>Parcel Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
L1	14.59	S54° 23' 58"W
L2	15.45	S10° 51' 04"W
L3	21.76	S36° 24' 42"W
L4	36.50	N28° 09' 55"W
L5	7.40	S61° 50' 05"W
L6	29.53	S41° 35' 39"W
L7	14.00	N89° 14' 52"W
L8	3.94	S00° 46' 43"W

<i>Parcel Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
L9	3.46	S52° 56' 43"E
L10	6.00	S61° 50' 05"W
L11	14.00	N89° 14' 52"W
L12	3.94	S00° 46' 43"W
L13	1.78	N00° 45' 50"E
L14	13.50	N89° 14' 45"W
L15	13.97	S07° 41' 11"E
L16	14.54	S54° 20' 44"E

EXHIBIT 'A' SHEET 3 OF 4

ACCESS EASEMENT EXHIBIT

TRACT OF LAND BEING LOTS 1 AND 2 OF THE TOWN SQUARE BOUNDARY
ADJUSTMENT PLAT PER PLAT BOOK ____, PAGE ____, LOCATED IN E 1/2 SEC. 20,
TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF TOWN & COUNTRY, ST. LOUIS COUNTY, MISSOURI

EASEMENT CURVE TABLE

<i>Curve Table</i>				
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Chord Direction</i>	<i>Chord Length</i>
C8	110.43	154.65	S61° 03' 18"W	108.10
C9	118.37	154.65	S14° 13' 31"W	115.50
C10	9.23	26.00	S63° 06' 48"E	9.18
C11	8.65	20.00	N40° 33' 19"W	8.58
C12	7.10	20.00	N63° 06' 48"W	7.06
C13	6.28	4.00	S45° 45' 55"W	5.66
C14	4.38	4.00	S30° 33' 53"E	4.16
C15	5.50	4.50	N35° 48' 16"E	5.17
C16	7.01	4.50	N44° 38' 37"W	6.32
C17	7.07	4.50	N45° 45' 15"E	6.36
C18	33.71	40.50	N24° 35' 55"E	32.74
C19	4.41	4.50	N20° 22' 42"E	4.23
C20	2.31	1.00	S73° 58' 28"E	1.83
C21	8.88	12.50	N19° 22' 46"E	8.70
C22	45.71	204.65	N5° 25' 12"E	45.61
C23	5.43	3.50	N32° 37' 52"W	4.90
C24	89.35	222.65	N24° 17' 13"E	88.75
C25	5.43	3.50	N81° 12' 18"E	4.90
C26	2.52	204.65	N37° 06' 28"E	2.52
C27	14.46	6.50	N26° 16' 12"W	11.66

EXHIBIT 'A' SHEET 4 OF 4

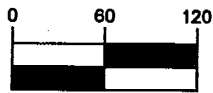
ACCESS EASEMENT EXHIBIT

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TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN,
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DATE: 10/09/17

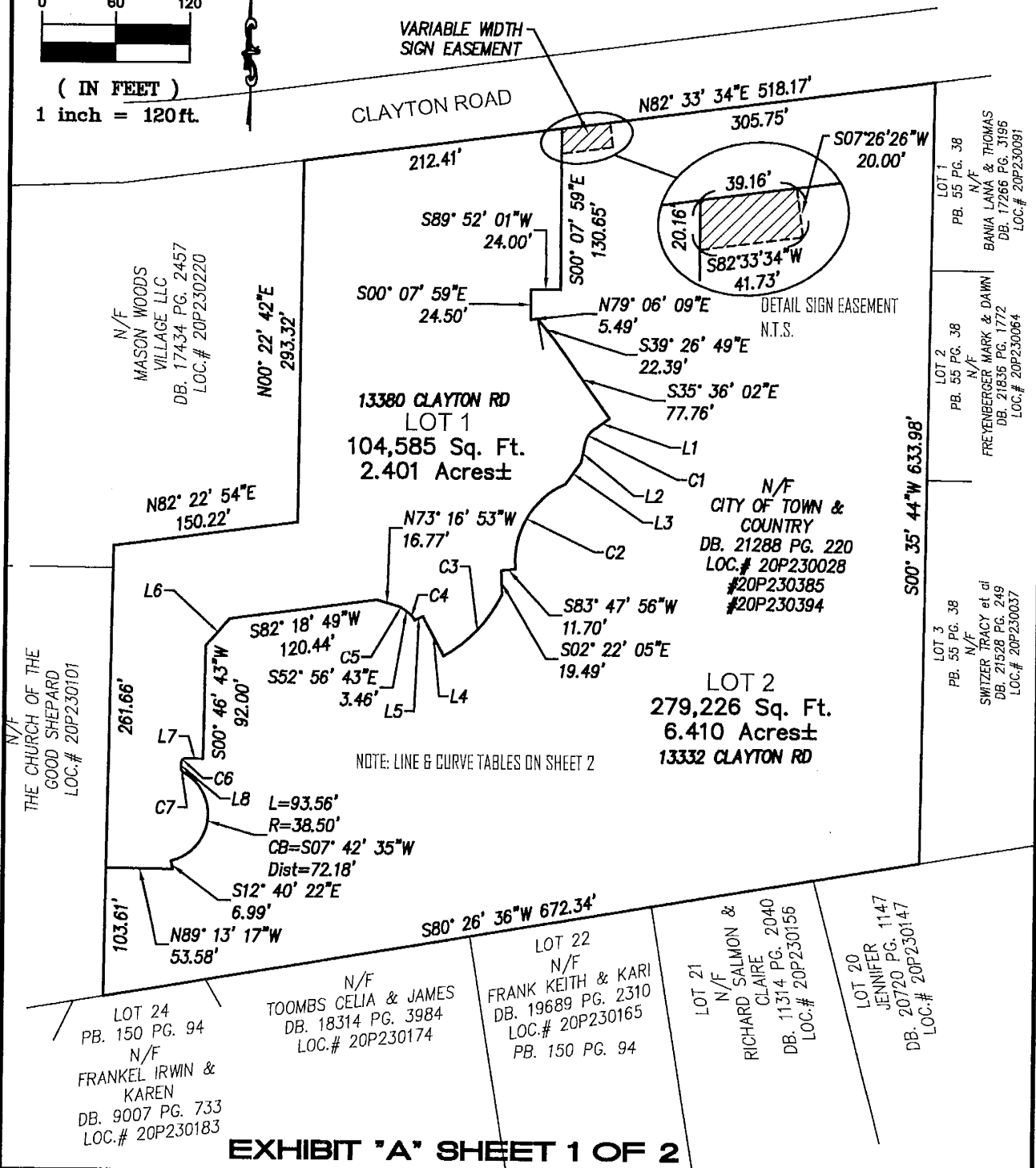
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GRAPHIC SCALE



(IN FEET)

1 inch = 120ft.



NOTE: LINE & CURVE TABLES ON SHEET 2

EXHIBIT 'A' SHEET 1 OF 2

SIGN EASEMENT EXHIBIT

TRACT OF LAND BEING LOT 2 OF THE TOWN SQUARE BOUNDARY
 ADJUSTMENT PLAT PER PLAT BOOK ____, PAGE ____, LOCATED IN E 1/2 SEC. 20,
 TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN,
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DATE: 10/09/17

5727\SURVEY\5727.2-ACCESS ESMNT.DWG

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Curve Table

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C7	4.38	4.00	S30° 33' 53"E	4.16

EXHIBIT "A" SHEET 2 OF 2

SIGN EASEMENT EXHIBIT

TRACT OF LAND BEING LOT 2 OF THE TOWN SQUARE BOUNDARY
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 TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN,
 CITY OF TOWN & COUNTRY, ST. LOUIS COUNTY, MISSOURI

DATE: 10/09/17

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STORMWATER BMP EXHIBIT

(To be inserted)