
Sponsored by: Council Members Bibb and Koskela

AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY HAMILTON WEBER, LLC ON BEHALF OF TALL TREE FARM, L.P. AND CANINE COUNTRY KENNEL AND FARM, L.L.C. REGARDING CERTAIN PROPERTIES CONTIGUOUS AND COMPACT TO THE CITY OF O'FALLON, MISSOURI, 161.60 ACRES LOCATED ON HIGHWAY DD; ANNEXING SAID PROPERTY TO THE CITY; APPROVING AN AGREEMENT RELATING THERETO; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SUCH ANNEXATION, AND REPEALING CONFLICTING ORDINANCES.

BE IT ORDAINED by the City Council of the City of O'Fallon, Missouri, as follows:

WHEREAS, a verified petition requesting annexation into the City of O'Fallon and signed by the owners of all fee interests of record of all the real estate hereinafter described was filed with the City pursuant to the provisions of Section 71.014 of the Revised Statutes of Missouri; and

WHEREAS, the real estate hereinafter described and described in the petition aforesaid is contiguous and compact to the existing corporate limits of the City of O'Fallon and is located in unincorporated St. Charles County, Missouri; and

WHEREAS, the City Council hereby finds and determines that the proposed annexation is reasonable and necessary to the proper development of the City; the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; annexation of such real estate pursuant to such petition and the Laws of Missouri and the terms set forth and referenced hereinafter is in the best interests of the City and the current and future owners of such real estate, and that all things required by law to accomplish such annexation have been done;

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

SECTION 1: Pursuant to the provisions of Section 71.014 of the Revised Statutes of Missouri, the real estate described below and owned by Tall Tree Farm, L.P. and Canine Country Kennel and Farm, L.L.C. is hereby annexed into the City of O'Fallon, Missouri, and the city limits of the said City are hereby extended to include such real estate, to wit:

Parcel 1: (North of DD and North of Diehr Rd)

A TRACT OF LAND BEING PART OF SOUTHWEST FRACTIONAL QUARTER OF SECTION 15, AND THE SOUTHEAST FRACTIONAL QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF FOXWOOD ESTATES PLAT THREE; A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21 PAGE

41 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT BEING ON THE WEST LINE OF FOXWOOD ESTATES PLAT TWO: A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 187 OF SAID RECORDS; THENCE ALONG THE SAID WEST LINE OF FOXWOOD ESTATES PLAT TWO; SOUTH 08 DEGREES 05 MINUTES 07 SECONDS WEST 268.77 FEET TO A POINT ON THE SOUTH LINE OF SAID FOXWOOD ESTATES PLAT TWO; THENCE ALONG THE SAID SOUTH LINE OF FOXWOOD ESTATES PLAT TWO AND CONTINUING ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO WENTZVILLE R-IV SCHOOL DISTRICT BY DEED RECORDED IN BOOK 3700 PAGE 1333 OF SAID RECORDS, SOUTH 88 DEGREES 28 MINUTES 11 SECONDS EAST 1452.80 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT NORTH OF CENTERLINE STATION 449+53.50; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, THE FOLLOWING COURSES AND DISTANCES, ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 63 DEGREES 51 MINUTES 14 SECONDS WEST 739.76 FEET AND WHOSE RADIUS POINT BEARS SOUTH 22 DEGREES 28 MINUTES 14 SECONDS EAST 5769.65 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 740.27 FEET; SOUTH 60 DEGREES 10 MINUTES 52 SECONDS WEST 1305.06 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 61 DEGREES 43 MINUTES 14 SECONDS WEST 102.90 FEET AND WHOSE RADIUS POINT BEARS NORTH 29 DEGREES 55 MINUTES 51 SECONDS WEST 1785.39 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 102.92 FEET; NORTH 26 DEGREES 39 MINUTES 56 SECONDS WEST 5.00 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 64 DEGREES 23 MINUTES 04 SECONDS WEST 68.35 FEET AND WHOSE RADIUS POINT BEARS NORTH 26 DEGREES 39 MINUTES 56 SECONDS WEST 1865.08 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 68.35 FEET; SOUTH 25 DEGREES 36 MINUTES 56 SECONDS EAST 5.00 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 76 DEGREES 03 MINUTES 51 SECONDS WEST 693.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 24 DEGREES 31 MINUTES 27 SECONDS WEST 1885.71 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 696.96 FEET; SOUTH 85 DEGREES 24 MINUTES 42 SECONDS WEST 523.87 FEET; AND ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 74 DEGREES 53 MINUTES 15 SECONDS WEST 432.55 FEET AND WHOSE RADIUS POINT BEARS SOUTH 04 DEGREES 36 MINUTES 28 SECONDS EAST 1186.28 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 434.98 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF DIEHR ROAD, VARIABLE WIDTH, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT NORTH OF CENTERLINE STATION 410+ 75.03; THENCE ALONG THE SAID NORTHEAST RIGHT-OF-WAY LINE OF DIEHR ROAD, NORTH 65 DEGREES 38 MINUTES 26 SECONDS WEST 532.66 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO CATHERINE C. ELZIE REVOCABLE LIVING TRUST AGREEMENT BY DEED RECORDED IN BOOK 5772 PAGE 2362 OF SAID RECORDS; THENCE ALONG THE SAID SOUTH LINE OF THE CATHERINE C. ELZIE PROPERTY AND CONTINUING ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO GUSTORA NICHOLAS END ARTHEA ELZIE BY DEED RECORDED IN BOOK 5569 PAGE 111 OF SAID RECORDS, AND THE SOUTH LINE OF PROPERTY CONVEYED TO MICHAEL D. AND CHRISTINE M. JENNINGS BY DEED RECORDED IN BOOK 7262 PAGE 1595 OF SAID RECORDS, SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST 1425.73 FEET TO A POINT ON THE EAST LINE OF THE SAID JENNINGS PROPERTY; THENCE ALONG THE EAST LINE OF THE JENNINGS PROPERTY AND CONTINUING ALONG THE EAST LINE OF THE SAID CATHERINE C. ELZIE PROPERTY, NORTH 00 DEGREES 42 MINUTES 06 SECONDS EAST 1123.27 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO FOX WOOD ESTATES

PROPERTY OWNERS ASSOCIATION BY DEED RECORDED IN BOOK 4974 PAGE 632 OF SAID RECORDS; THENCE ALONG THE SAID SOUTH AND ALONG THE EAST LINES OF THE FOX WOOD ESTATES PROPERTY OWNERS ASSOCIATION PROPERTY, THE FOLLOWING COURSES AND DISTANCES, SOUTH 82 DEGREES 45 MINUTES 33 SECONDS EAST 323.60 FEET; AND NORTH 07 DEGREES 59 MINUTES 27 SECONDS EAST 532.34 FEET TO A POINT ON THE SOUTH LINE OF SAID FOX WOOD ESTATES PROPERTY OWNERS ASSOCIATION PROPERTY; THENCE ALONG THE SAID SOUTH LINE OF THE FOX WOOD ESTATES PROPERTY OWNERS ASSOCIATION AND CONTINUING ALONG THE SOUTH LINE OF SAID FOXWOOD ESTATES PLAT THREE: SOUTH 81 DEGREES 02 MINUTES 54 SECONDS EAST 807.35 FEET TO THE POINT OF BEGINNING, CONTAINING 50.73 ACRES.

PARCEL 2: (WEST OF DD AND SOUTH OF DIEHR RD)

A TRACT OF LAND BEING PART OF THE SOUTHEAST FRACTIONAL QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 AND PORT OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST COMER OF SPARTAN ESTATES; A SUBDIVISION ACCORDING TO THE PLOT THEREOF RECORDED IN PLOT BOOK 48 PAGES 57-58 OF THE ST. CHARLES COUNTY RECORDS, THE NORTHEAST CORNER OF ADJUSTED PARCEL A OF SAID SPARTAN ESTATES BEING SOUTH 00 DEGREES 56 MINUTES 17 SECONDS WEST 21.80 FEET FROM SAID POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF DIEHR ROAD, VARIABLE WIDTH; THENCE ALONG THE SAID SOUTHEAST RIGHT-OF-WAY LINE OF DIEHR ROAD, SOUTH 65 DEGREES 38 MINUTES 26 SECONDS EAST 614.17 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT NORTHWEST OF CENTERLINE STATION 410+25.44; THENCE ALONG THE SAID NORTHWEST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, THE FOLLOWING COURSES AND DISTANCES, ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 42 DEGREES 58 MINUTES 59 SECONDS WEST 769.35 FEET AND WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 05 MINUTES 45 SECONDS EAST 1186.28 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 783.51 FEET; AND SOUTH 24 DEGREES 03 MINUTES 42 SECONDS WEST 123.04 FEET TO A POINT ON THE EAST LINE OF PROPERTY CONVEYED TO LARRY L. AND PHILIS A. BORTH BY DEED RECORDED IN BOOK 1361 PAGE 1043 OF SAID RECORDS; THENCE ALONG THE SAID EAST LINE OF THE BORTH PROPERTY AND CONTINUING ALONG THE SAID EAST LINE OF SPARTAN ESTATES: NORTH 00 DEGREES 56 MINUTES 17 SECONDS EAST 906.82 FEET TO THE POINT OF BEGINNING, CONTAINING 4.89 ACRES

PARCEL 2: (SOUTH AND EAST OF DD)

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 21, PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 15 AND THE SOUTHEAST FRACTIONAL QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO CONSERVATION COMMISSION OF THE STATE OF MISSOURI BY DEED RECORDED IN BOOK 225 PAGE 64 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE WEST LINE OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI PROPERTY, SOUTH 00 DEGREES 41 MINUTES 49 SECONDS WEST 866.58 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CANINE COUNTRY KENNEL & FARM RECORDED IN DEED BOOK 4675 PAGE 1793 OF THE ST. CHARLES COUNTY RECORDS; THENCE WITH THE NORTH LINE OF SAID CANINE COUNTRY TRACT, NORTH 88 DEGREES 20 MINUTES 21 SECONDS WEST 1559.10 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO LARRY L. AND PHILLIS A. BORTH BY DEED RECORDED IN BOOK 1361 PAGE 1043 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF THE BORTH PROPERTY, NORTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 114.61 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, SAID POINT BEING 60.00 FEET PERPENDICULARLY DISTANT EAST OF CENTERLINE STATION 399+08.89; THENCE ALONG THE SAID SOUTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, THE FOLLOWING COURSES AND DISTANCES, NORTH 24 DEGREES 12 MINUTES 56 SECONDS EAST 191.11 FEET; NORTH 65 DEGREES 56 MINUTES 18 SECONDS WEST 20.51 FEET; NORTH 24 DEGREES 03 MINUTES 42 SECONDS EAST 168.35 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 54 DEGREES 43 MINUTES 37 SECONDS EAST 1128.45 FEET AND WHOSE RADIUS POINT BEARS SOUTH 65 DEGREES 56 MINUTES 18 SECONDS EAST 1106.28 FEET FROM THE LAST MENTIONED POINT, ON ARC DISTANCE OF 1184.18 FEET; NORTH 85 DEGREES 24 MINUTES 42 SECONDS EAST 568.65 FEET; NORTH 82 DEGREES 14 MINUTES 50 SECONDS EAST 215.30 FEET; SOUTH 10 DEGREES 55 MINUTES 03 SECONDS EAST 15.00 FEET; NORTH 78 DEGREES 33 MINUTES 28 SECONDS EAST 36.01 FEET; NORTH 11 DEGREES 58 MINUTES 02 SECONDS WEST 15.00 FEET; ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 69 DEGREES 06 MINUTES 25 SECONDS EAST 605.13 FEET AND WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 58 MINUTES 02 SECONDS WEST 1950.08 FEET FROM THE LAST MENTIONED POINT. AN ARC DISTANCE OF 607.58 FEET; NORTH 60 DEGREES 10 MINUTES 42 SECONDS EAST 1305.06 FEET; AND ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 64 DEGREES 12 MINUTES 06 SECONDS EAST 769.01 FEET AND WHOSE RADIUS POINT BEARS SOUTH 29 DEGREES 56 MINUTES 37 SECONDS EAST 5319.15 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 769.68 FEET, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT SOUTH OF CENTERLINE STATION 449+93.50, SAID POINT ALSO BEING ON THE WEST LINE OF PROPERTY CONVEYED TO MICHAEL J. AND BETTE A. WITTICH REVOCABLE LIVING TRUST BY DEED RECORDED IN BOOK 7294 PAGE 364 OF SAID RECORDS; THENCE ALONG THE SAID WEST LINE OF THE WITTICH PROPERTY AND CONTINUING ALONG THE WEST LINE OF PROPERTY CONVEYED TO ERIC J. AND CYNTHIA L. FIELDS BY DEED RECORDED AS DOCUMENT NUMBER 2020R-083797, SOUTH 01 DEGREES 36 MINUTES 06 SECONDS WEST 1240.11 FEET TO A POINT ON THE NORTH LINE OF PROPERTY CONVEYED TO THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI BY DEED RECORDED IN BOOK 225 PAGE 64 OF SAID RECORDS; THENCE ALONG THE SAID NORTH LINE OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI PROPERTY, SOUTH 83 DEGREES 03 MINUTES 49 SECONDS WEST 2672.74 FEET TO THE POINT OF BEGINNING, CONTAINING 77.47 ACRES.

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 21, TOWNSHIP 46 NORTH, RANGE 2 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE NORTHWEST CORNER OF U.S. SURVEY 417 AND BEING THE NORTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF SHIRLEY A. KELLEY, ET AL AS RECORDED IN BOOK 1779, PAGE 1946 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE LEAVING SAID CORNER ALONG THE NORTHEASTERLY LINE OF SAID U.S. SURVEY 417 AND THE NORTHEASTERN LINE OF SAID SHIRLEY A. KELLY, ET AL PROPERTY SOUTH $38^{\circ}12'55''$ EAST A DISTANCE OF 695.10 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 WITH THE NORTH/SOUTH CENTERLINE OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST, ST. CHARLES COUNTY, MISSOURI; THENCE LEAVING SAID POINT CONTINUING ALONG THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 SOUTH $37^{\circ}45'40''$ EAST A DISTANCE OF 1621.85 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 WITH THE SOUTHERN LINE OF THE AFOREMENTIONED FRACTIONAL SECTION 16; THENCE LEAVING SAID POINT CONTINUING ALONG THE NORTHEASTERN LINE OF U.S. SURVEY 417 SOUTH $37^{\circ}53'51''$ EAST A DISTANCE OF 70.17 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD (VARIABLE WIDTH) AND BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE LEAVING THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 ALONG THE EASTERN RIGHT-OF-WAY OF SAID MISSOURI STATE HIGHWAY DD NORTH $22^{\circ}52'20''$ EAST A DISTANCE OF 59.52 FEET TO A POINT ON THE SOUTHERN LINE OF THE AFOREMENTIONED FRACTIONAL SECTION 16; THENCE LEAVING THE EASTERN RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD ALONG THE SOUTHERN LINE OF SAID FRACTIONAL SECTION 16 AND THE NORTHERN LINE OF FRACTIONAL SECTION 21 SOUTH $89^{\circ}32'21''$ EAST A DISTANCE OF 1606.97 FEET TO A POINT ON THE WESTERN LINE OF THE AUGUST A. BUSCH WILDLIFE AREA; THENCE LEAVING THE SOUTHERN LINE OF SAID FRACTIONAL SECTION 16 AND THE NORTHERN LINE OF SAID FRACTIONAL SECTION 21 ALONG THE WESTERN LINE OF SAID AUGUST A. BUSCH WILDLIFE AREA SOUTH $00^{\circ}18'43''$ WEST A DISTANCE OF 947.89 FEET TO A POINT; THENCE LEAVING SAID WESTERN LINE SOUTH $88^{\circ}48'27''$ WEST A DISTANCE OF 905.21 FEET TO A POINT ON THE ABOVEMENTIONED NORTHEASTERN LINE OF SAID U.S. SURVEY 417; THENCE ALONG SAID NORTHEASTERN LINE OF U.S. SURVEY 417, NORTH $37^{\circ}53'51''$ WEST A DISTANCE OF 1171.96 FEET TO THE POINT OF BEGINNING CONTAINING 28.5103 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY THE STERLING COMPANY BASED UPON RECORD INFORMATION AND SUBJECT TO THE RESULTS OF A PROPERTY BOUNDARY SURVEY.

SECTION 2: That certain Annexation Agreement between the City of O'Fallon, Missouri, Canine Country Kennel and Farm, LLC, Tall Tree Farm, LP and Lombardo homes of ST. Louis, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and adopted by the City of O'Fallon.

SECTION 3: The Mayor of the City of O'Fallon and other appropriate city officials are hereby authorized and instructed to execute the aforesaid Annexation Agreement on behalf of the City, and to take any and all other steps necessary to carrying out its purpose.

SECTION 4: The City Clerk is hereby authorized and instructed to cause a certified copy of this Ordinance to be filed with the appropriate officials of St. Charles County, Missouri, including

three certified copies of the Ordinance to be filed with the St. Charles County Registrar and to take any and all other steps necessary or appropriate to effectuate the annexation provided hereby.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

First Reading: August 8, 2024

Second Reading: August 22, 2024

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 22ND DAY OF AUGUST, 2024.



Bill Hennessy

Presiding Officer

Attest:

Bess Bacher

Bess Bacher, City Clerk

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 22ND DAY OF AUGUST, 2024.



Bill Hennessy

Bill Hennessy, Mayor

Attest:

Bess Bacher

Bess Bacher, City Clerk

Approved as to Form:
Kevin M. O'Keefe

Kevin M. O'Keefe, City Attorney

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into as of the 22 day of August, 2024, by and among the City of O'Fallon, a constitutional charter city located in St. Charles County, Missouri (the "City"), Canine Country Kennel and Farm LLC, a Missouri limited liability company ("Canine"), Tall Tree Farm, L.P., a Missouri limited partnership ("TTF") (Canine and TTF are collectively referred to herein as the "Owners"), and Lombardo Homes of St. Louis, LLC, a Missouri limited liability company (the "Developer") (each of the City, Owners, and Developer are sometimes referred to herein as a "Party" and collectively as the "Parties").

RECITALS

A. Canine owns certain real property legally described on **Exhibit A**, attached hereto and incorporated by reference herein, and TTF owns certain real property legally described on **Exhibit B**, attached hereto and incorporated by reference herein (together with all improvements and all rights, easements, servitudes, and privileges appurtenant thereto, including, without limitation, all rights reversionary or otherwise in the abutting streets, hereinafter referred to as the "Property", which is depicted on **Exhibit C**, attached hereto and incorporated by reference herein).

B. The unincorporated area comprising the Property is contiguous and compact to the existing corporate limits of the City.

C. The Owners desire the Property to be annexed into the City in accordance with the provisions of Section 71.014, RSMo., as amended (the "Statute"), to facilitate development of the City, the extension of municipal services to all parts of the City, and the fulfillment of certain other long-term planning objectives of the City, and Developer wishes to annex Property into O'Fallon for the benefit of future homeowners and occupants of the homes to be constructed there and to be able to attract homebuyers interested in purchasing a home in the City.

D. Developer has proposed a single-family residential subdivision within the City (the "Project").

E. To fulfill the objectives of the City and facilitate the development of the Project, the parties desire to provide for the voluntary annexation into the City of the Property, subject to and in accordance with this Agreement.

NOW, THEREFORE, as an exercise of the City's authority, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Annexation. Contemporaneously with the execution of this Agreement, the Owners shall submit to the City a verified petition for voluntary annexation of the Property in accordance with the Statute (the "Verified Petition"). Upon receipt of the Verified Petition, the City shall expeditiously consider such Verified Petition and proceed with all steps necessary and appropriate, as determined by the City Council, to carry out the terms of this Agreement.

2. Zoning and Subdivision. The Developer contemplates developing the Property as a single-family residential subdivision with lots containing different front foot widths allowing for a variety of different home models and price points. Every lot shall comply with the minimum lot widths and minimum lot size for the R-3 zoning district. In conjunction with or following the annexation of the Property pursuant to this Agreement, the Parties agree to the following with respect to the Property:

(i) Because the completed Verified Petition was submitted on or prior to the execution of this Annexation Agreement, an ordinance to annex the Property will be placed with the City Council's for first reading on August 8, 2024;

(ii) to promptly process and consider zoning of the Property as an R-3 classification with up to a maximum of two hundred thirty-nine (239) residential lots at the next available meeting, taking into account publication and notice deadlines, following submission of a fully complete application;

(iii) following the annexation of the Property, the Owner and Developer shall execute and record a restrictive covenant prohibiting multi-family dwellings on the Property which shall be subject to approval by the City (for purposes of this Agreement, multi-family dwellings include duplexes and other buildings containing more than one dwelling unit);

(iv) Developer shall have the option, after annexation of the Property, to donate portions of the Property for conservation, open space, park, or other similar recreational purposes to the City, St. Charles County, Missouri Department of Conservation, or other applicable governmental entities as reviewed and approved separately by these entities;

(v) a preliminary subdivision plat for the Property shall be submitted by Developer in accordance with City Ordinance and shall be scheduled for consideration by the City at the next available meeting following submission taking into account publication and notice deadlines;

(vi) Record subdivision plats shall be considered within ninety (90) days after the submission to the City of complete and final record plats, documents, agreements, deposits and other information or materials in complete and final form, substantially in accordance with City requirements in effect at the time of the submission as such requirements are applied to residential subdivisions under development in the City and with the terms and conditions of this Agreement;

(vii) City shall commence review of grading and clearing plans upon submission by Developer and complete review and provide review comments to Developer within seventy-five (75) days after submission of complete and final grading and clearing plans. Any reviews of resubmitted plans shall be completed within thirty (30) days, or within such other reasonable time frame depending on the nature and scope of the changes contained within the revised plans, after receipt of complete and final grading and clearing

plans, substantially in accordance with City requirements in effect at the time of the submission as such requirements are applied to residential subdivisions under development in the City and with the terms and conditions of this Agreement. If requested by Developer, the reviewer responsible for the plan review comments shall meet with Developer to clarify and discuss the plan comments; and

(viii) City shall commence review of improvement plans upon submission by Developer and complete review and provide review comments to Developer within seventy-five (75) days after submission of complete and final improvement plans. Any reviews of resubmitted plans shall be completed within thirty (30) days, or within such other reasonable time frame depending on the nature and scope of the changes contained within the revised plans, after receipt of complete and final improvement plans substantially in accordance with City requirements in effect at the time of the submission as such requirements are applied to residential subdivisions under development in the City and with the terms and conditions of this Agreement. If requested by Developer, the reviewer responsible for the plan review comments shall meet with Developer to clarify and discuss the plan comments.

3. Development.

(i) The City and the Developer acknowledge that sanitary sewers and water lines serving the contemplated development on the Property shall, with respect to water lines, meters, taps, connections, and equipment, be constructed in accordance with the size requirements and specifications for water service lines, meters and service connections set forth by Public Water District #2 of St. Charles County (the "District") and, with respect to sanitary sewer lines, meters, taps, connections, and equipment, be constructed in accordance with the requirements of the Duckett Creek Sanitary District ("Duckett"). The City shall not require any escrows or deposits to be made by Developer with regard to the installation, construction, inspection, dedication or acceptance of water or sanitary sewer lines or equipment that are to be part of the Duckett or District utility system. Notwithstanding, the City may inspect sewer laterals exclusively serving a residence.

(ii) The Developer shall be required to construct and install traffic calming measures within the development. The City agrees that City Code compliant dips shall be installed as the traffic calming measures within the development unless otherwise approved.

(iii) If lots adjacent to Highway DD have a retaining wall constructed along the rear of those lots, those lots shall be burdened by a restrictive covenant, subject to City approval, requiring the homeowners' association to maintain and repair the retaining wall and the retaining wall shall be designated within a maintenance easement on those lots. If the retaining walls are constructed over a property line access to the walls via an access easement shall be provided. The access easement shall also allow access by the HOA if they are proposed to maintain the walls.

(iv) Pursuant to Section 400.261.A.2 of the City Code, certain infrastructure

improvements are required. Developer will comply with the findings of the traffic study prepared for the Project and will comply with other provisions of the municipal code regarding traffic and infrastructure improvements. Further, Developer will dedicate ten feet (10') of right-of-way for all portions of the Property which are adjacent to Highway DD. Written confirmation will be required from MoDOT that states a ten (10) foot right-of-way contribution is sufficient along Highway DD.

(v) The Parties acknowledge that the City has no plans for improvements on Hwy DD (a State Highway) in its 5-year Capital Improvements Plan. Specifically, there are many competing projects on City-owned right-of-way that would take precedence. The parties further acknowledge that no development decisions should be made based on a presumption of certain improvements to Highway DD.

(vi) Additional discussions related to right-of-way and path along Hwy DD and the planned County roundabout may be required, but these may be addressed in the plans that have not been provided at this time.

(vii) Developer agrees to contribute to the City the amount of \$500.00 per Lot within the Project with each building permit. The estimated total cost of these contributions shall be included within any Fiscal Impact Assessment prepared by the City for the Project.

4. Remedies. Upon the occurrence of the following, the Owners may, at their sole option and as their sole remedy, terminate this Agreement and seek de-annexation of the Property from the City, which de-annexation the City agrees not to oppose and shall support to the fullest extent allowed by law and promptly process, if:

- A. The City for any reason fails to perform any of the City's obligations hereunder; or
- B. The City fails to approve: (1) the rezoning of the Property to R-3 within 90 days of the submission by Owners or Developer of a completed Application for Rezoning, (2) the preliminary subdivision plat for the Property within 90 days of the submission by Owners or Developer of a completed Application for approval of a preliminary subdivision plat; or (3) approves the rezoning or preliminary subdivision plat with any conditions, restrictions, or obligations of the Owners or Developer which are deemed material or adverse by the Owners or Developer, in either of their respective sole discretion, except that the following conditions, restrictions, or obligations to are hereby accepted and agreed to by the Owners and Developer:
 - i. Developer and Owners, having to the best of their knowledge provided the City with all information required by the appropriate sections of the Municipal Code of the City of O'Fallon pertaining to R-3, Single Family Residential, agreeing that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained; and
 - ii. Developer and Owners (or their successors in interest) agree that all improvements shall be constructed to meet all applicable federal, state, and local codes and shall comply with all of the City's applicable ordinances and

construction standards.

Upon de-annexation, Owners shall have no further liability or obligation to the City under this Agreement. If the Owners elect to de-annex the Property pursuant to this Paragraph, the City shall cause the Property to be de-annexed from the City and the City shall enact all ordinances and take all such steps as shall be necessary to effect such de-annexation.

5. Severability. In the event any part or portion of this Agreement is held partially or wholly invalid or unenforceable by a court of competent jurisdiction, the remaining portions hereof shall continue in full force and effect.

6. Continuity of Obligations. Except as otherwise herein provided, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors, and assigns, including successor corporate authorities of the City and any successors or assigns of Developer that are so designated by Developer in writing. Agreements herein for the benefit of the Developer, its successors and assigns with respect to the Property and any part thereof and shall be deemed to be covenants running with the land. Notwithstanding any provision hereof to the contrary, the parties hereto acknowledge that this Agreement is not intended to benefit any third-party homeowner, resident, or occupant who purchases, rents or otherwise occupies any home, dwelling, or leased space subsequently constructed on the Property following the development thereof and none of the same shall have any right of deannexation or cause of action for breach hereunder.

7. Representations. To induce one another to enter into this Agreement, (i) the City hereby represents and warrants to the Developer that the City has full constitutional and lawful authority to execute and deliver this Agreement and to perform the terms and obligations of this Agreement, and that this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms, and (ii) the Developer and the Owners represent and warrant to the City that Developer and the Owners, respectively, have full and lawful authority to execute and deliver this Agreement and to perform the terms and obligations of this Agreement, and that this Agreement constitutes the legal, valid and binding obligation of the Developer and Owners, as applicable, enforceable in accordance with its terms.

8. Notices. All notices, requests and demands shall be in writing and shall be delivered personally or made by registered or certified mail, return receipt requested, as follows:

If to the City:

City of O'Fallon
Attention: City Administrator
100 N. Main Street
O'Fallon, MO 63366

With a copy to:

Curtis, Heinz, Garrett & O'Keefe
130 S. Bemiston Ave.
Suite 200
Clayton, MO 63105
Attn: Kevin O'Keefe

If to the Developer:
Lombardo Homes of St. Louis, LLC
c/o Mike Van Pamel
2299 Technology Drive
Suite 150
O'Fallon, MO 63368

With a copy to:
Hamilton Weber LLC
Attn: Drew Weber
200 N. 3rd Street
St. Charles, MO 63301

or such other address as the parties hereto may specify in accordance with the terms hereof.

9. Time of the Essence; Mutual Assistance and Cooperation. Time is of the essence with respect to all obligations under this Agreement. The parties agree to take such actions, including the adoption of ordinances and resolutions, and the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the parties as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent. Further, each agrees that they shall not unreasonably withhold or delay any action required to carry out the terms, provisions, and intent of this Agreement.

10. Miscellaneous.

10.1 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri, excluding that State's choice-of-law principles.

10.2 Entire Agreement. The parties agree that this Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

10.3 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

10.4 Waiver. Failure of either Party at any time to require performance of any provision of this Agreement shall not limit the Party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

10.5 Presumption. Neither this Agreement nor any paragraph thereof shall be construed against any Party due to the fact that said Agreement, or any paragraph thereof, was drafted by said Party.

10.6 Titles and Captions. All paragraph titles or captions contained in this Agreement are for convenience only and shall neither be deemed part of the context nor affect the interpretation of this Agreement.

10.7 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

10.8 Prior Agreements. This document is the entire, final, and complete agreement of the Parties pertaining to the agreement to annex the Property and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives relating to the Property.

[The remainder of this page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

CITY OF O'FALLON, MISSOURI

By: [Signature]
Michael Snowden, City Administrator



Attest:

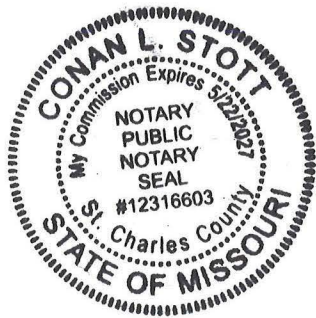
[Signature]
City Clerk
Bess Bacher

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

On this 22 day of August, 2024, before me appeared Michael Snowden, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of O'Fallon, Missouri, and that said instrument was signed on behalf of said City, by authority of its City Council; and said Michael Snowden 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 the day and year first above written.

[Signature]
Notary Public



TALL TREE FARM, L.P.

By: _____
_____, its _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned notary, personally appeared _____, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ for Tall Tree Farm, L.P., a Missouri limited partnership.

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

Notary Public

EXHIBIT A

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 21, TOWNSHIP 46 NORTH, RANGE 2 EAST, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE NORTHWEST CORNER OF U.S. SURVEY 417 AND BEING THE NORTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OF SHIRLEY A. KELLEY, ET AL AS RECORDED IN BOOK 1779, PAGE 1946 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE LEAVING SAID CORNER ALONG THE NORTHEASTERLY LINE OF SAID U.S. SURVEY 417 AND THE NORTHEASTERN LINE OF SAID SHIRLEY A. KELLY, ET AL PROPERTY SOUTH $38^{\circ}12'55''$ EAST A DISTANCE OF 695.10 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 WITH THE NORTH/SOUTH CENTERLINE OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST, ST. CHARLES COUNTY, MISSOURI; THENCE LEAVING SAID POINT CONTINUING ALONG THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 SOUTH $37^{\circ}45'40''$ EAST A DISTANCE OF 1621.85 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 WITH THE SOUTHERN LINE OF THE AFOREMENTIONED FRACTIONAL SECTION 16; THENCE LEAVING SAID POINT CONTINUING ALONG THE NORTHEASTERN LINE OF U.S. SURVEY 417 SOUTH $37^{\circ}53'51''$ EAST A DISTANCE OF 70.17 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD (VARIABLE WIDTH) AND BEING **THE TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE LEAVING THE NORTHEASTERN LINE OF SAID U.S. SURVEY 417 ALONG THE EASTERN RIGHT-OF-WAY OF SAID MISSOURI STATE HIGHWAY DD NORTH $22^{\circ}52'20''$ EAST A DISTANCE OF 59.52 FEET TO A POINT ON THE SOUTHERN LINE OF THE AFOREMENTIONED FRACTIONAL SECTION 16; THENCE LEAVING THE EASTERN RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD ALONG THE SOUTHERN LINE OF SAID FRACTIONAL SECTION 16 AND THE NORTHERN LINE OF FRACTIONAL SECTION 21 SOUTH $89^{\circ}32'21''$ EAST A DISTANCE OF 1606.97 FEET TO A POINT ON THE WESTERN LINE OF THE AUGUST A. BUSCH WILDLIFE AREA; THENCE LEAVING THE SOUTHERN LINE OF SAID FRACTIONAL SECTION 16 AND THE NORTHERN LINE OF SAID FRACTIONAL SECTION 21 ALONG THE WESTERN LINE OF SAID AUGUST A. BUSCH WILDLIFE AREA SOUTH $00^{\circ}18'43''$ WEST A DISTANCE OF 947.89 FEET TO A POINT; THENCE LEAVING SAID WESTERN LINE SOUTH $88^{\circ}48'27''$ WEST A DISTANCE OF 905.21 FEET TO A POINT ON THE ABOVEMENTIONED NORTHEASTERN LINE OF SAID U.S. SURVEY 417; THENCE ALONG SAID NORTHEASTERN LINE OF U.S. SURVEY 417, NORTH $37^{\circ}53'51''$ WEST A DISTANCE OF 1171.96 FEET TO THE POINT OF BEGINNING CONTAINING 28.5103 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY THE STERLING COMPANY BASED UPON RECORD INFORMATION AND SUBJECT TO THE RESULTS OF A PROPERTY BOUNDARY SURVEY.

EXHIBIT B

Parcel 1: (North of DD and North of Diehr Rd)

A TRACT OF LAND BEING PART OF SOUTHWEST FRACTIONAL QUARTER OF SECTION 15, AND THE SOUTHEAST FRACTIONAL QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF FOXWOOD ESTATES PLAT THREE; A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21 PAGE 41 OF THE ST. CHARLES COUNTY RECORDS, SAID POINT BEING ON THE WEST LINE OF FOXWOOD ESTATES PLAT TWO: A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 187 OF SAID RECORDS; THENCE ALONG THE SAID WEST LINE OF FOXWOOD ESTATES PLAT TWO; SOUTH 08 DEGREES 05 MINUTES 07 SECONDS WEST 268.77 FEET TO A POINT ON THE SOUTH LINE OF SAID FOXWOOD ESTATES PLAT TWO. THENCE ALONG THE SAID SOUTH LINE OF FOXWOOD ESTATES PLAT TWO AND CONTINUING ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO WENTZVILLE R-IV SCHOOL DISTRICT BY DEED RECORDED IN BOOK 3700 PAGE 1333 OF SAID RECORDS, SOUTH 88 DEGREES 28 MINUTES 11 SECONDS EAST 1452.80 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT NORTH OF CENTERLINE STATION 449+53.50; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, THE FOLLOWING COURSES AND DISTANCES, ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 63 DEGREES 51 MINUTES 14 SECONDS WEST 739.76 FEET AND WHOSE RADIUS POINT BEARS SOUTH 22 DEGREES 28 MINUTES 14 SECONDS EAST 5769.65 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 740.27 FEET; SOUTH 60 DEGREES 10 MINUTES 52 SECONDS WEST 1305.06 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 61 DEGREES 43 MINUTES 14 SECONDS WEST 102.90 FEET AND WHOSE RADIUS POINT BEARS NORTH 29 DEGREES 55 MINUTES 51 SECONDS WEST 1785.39 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 102.92 FEET; NORTH 26 DEGREES 39 MINUTES 56 SECONDS WEST 5.00 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 64 DEGREES 23 MINUTES 04 SECONDS WEST 68.35 FEET AND WHOSE RADIUS POINT BEARS NORTH 26 DEGREES 39 MINUTES 56 SECONDS WEST 1865.08 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 68.35 FEET; SOUTH 25 DEGREES 36 MINUTES 56 SECONDS EAST 5.00 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 76 DEGREES 03 MINUTES 51 SECONDS WEST 693.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 24 DEGREES 31 MINUTES 27 SECONDS WEST 1885.71 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 696.96 FEET; SOUTH 85 DEGREES 24 MINUTES 42 SECONDS WEST 523.87 FEET; AND ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 74 DEGREES 53 MINUTES 15 SECONDS WEST 432.55 FEET AND WHOSE RADIUS POINT BEARS

SOUTH 04 DEGREES 36 MINUTES 28 SECONDS EAST 1186.28 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 434.98 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF DIEHR ROAD, VARIABLE WIDTH, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT NORTH OF CENTERLINE STATION 410+ 75.03; THENCE ALONG THE SAID NORTHEAST RIGHT-OF-WAY LINE OF DIEHR ROAD, NORTH 65 DEGREES 38 MINUTES 26 SECONDS WEST 532.66 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO CATHERINE C. ELZIE REVOCABLE LIVING TRUST AGREEMENT BY DEED RECORDED IN BOOK 5772 PAGE 2362 OF SAID RECORDS; THENCE ALONG THE SAID SOUTH LINE OF THE CATHERINE C. ELZIE PROPERTY AND CONTINUING ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO GUSTORA NICHOLAS END ARTHEA ELZIE BY DEED RECORDED IN BOOK 5569 PAGE 111 OF SAID RECORDS, AND THE SOUTH LINE OF PROPERTY CONVEYED TO MICHAEL D. AND CHRISTINE M. JENNINGS BY DEED RECORDED IN BOOK 7262 PAGE 1595 OF SAID RECORDS, SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST 1425.73 FEET TO A POINT ON THE EAST LINE OF THE SAID JENNINGS PROPERTY; THENCE ALONG THE EAST LINE OF THE JENNINGS PROPERTY AND CONTINUING ALONG THE EAST LINE OF THE SAID CATHERINE C. ELZIE PROPERTY, NORTH 00 DEGREES 42 MINUTES 06 SECONDS EAST 1123.27 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO FOX WOOD ESTATES PROPERTY OWNERS ASSOCIATION BY DEED RECORDED IN BOOK 4974 PAGE 632 OF SAID RECORDS; THENCE ALONG THE SAID SOUTH AND ALONG THE EAST LINES OF THE FOX WOOD ESTATES PROPERTY OWNERS ASSOCIATION PROPERTY, THE FOLLOWING COURSES AND DISTANCES, SOUTH 82 DEGREES 45 MINUTES 33 SECONDS EAST 323.60 FEET; AND NORTH 07 DEGREES 59 MINUTES 27 SECONDS EAST 532.34 FEET TO A POINT ON THE SOUTH LINE OF SAID FOX WOOD ESTATES PROPERTY OWNERS ASSOCIATION PROPERTY; THENCE ALONG THE SAID SOUTH LINE OF THE FOX WOOD ESTATES PROPERTY OWNERS ASSOCIATION AND CONTINUING ALONG THE SOUTH LINE OF SAID FOXWOOD ESTATES PLAT THREE: SOUTH 81 DEGREES 02 MINUTES 54 SECONDS EAST 807.35 FEET TO THE POINT OF BEGINNING, CONTAINING 50.73 ACRES.

PARCEL 2: (WEST OF DD AND SOUTH OF DIEHR RD)

A TRACT OF LAND BEING PART OF THE SOUTHEAST FRACTIONAL QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 AND PORT OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST COMER OF SPARTAN ESTATES; A SUBDIVISION ACCORDING TO THE PLOT THEREOF RECORDED IN PLOT BOOK 48 PAGES 57-58 OF THE ST. CHARLES COUNTY RECORDS, THE NORTHEAST CORNER OF ADJUSTED PARCEL A OF SAID SPARTAN ESTATES BEING SOUTH 00 DEGREES 56 MINUTES 17 SECONDS WEST 21.80 FEET FROM SAID POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF DIEHR ROAD, VARIABLE WIDTH; THENCE ALONG THE SAID SOUTHEAST RIGHT-OF-WAY LINE OF DIEHR ROAD,

SOUTH 65 DEGREES 38 MINUTES 26 SECONDS EAST 614.17 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT NORTHWEST OF CENTERLINE STATION 410+25.44; THENCE ALONG THE SAID NORTHWEST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, THE FOLLOWING COURSES AND DISTANCES, ALONG A CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 42 DEGREES 58 MINUTES 59 SECONDS WEST 769.35 FEET AND WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 05 MINUTES 45 SECONDS EAST 1186.28 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 783.51 FEET; AND SOUTH 24 DEGREES 03 MINUTES 42 SECONDS WEST 123.04 FEET TO A POINT ON THE EAST LINE OF PROPERTY CONVEYED TO LARRY L. AND PHILIS A. BORTH BY DEED RECORDED IN BOOK 1361 PAGE 1043 OF SAID RECORDS; THENCE ALONG THE SAID EAST LINE OF THE BORTH PROPERTY AND CONTINUING ALONG THE SAID EAST LINE OF SPARTAN ESTATES: NORTH 00 DEGREES 56 MINUTES 17 SECONDS EAST 906.82 FEET TO THE POINT OF BEGINNING, CONTAINING 4.89 ACRES

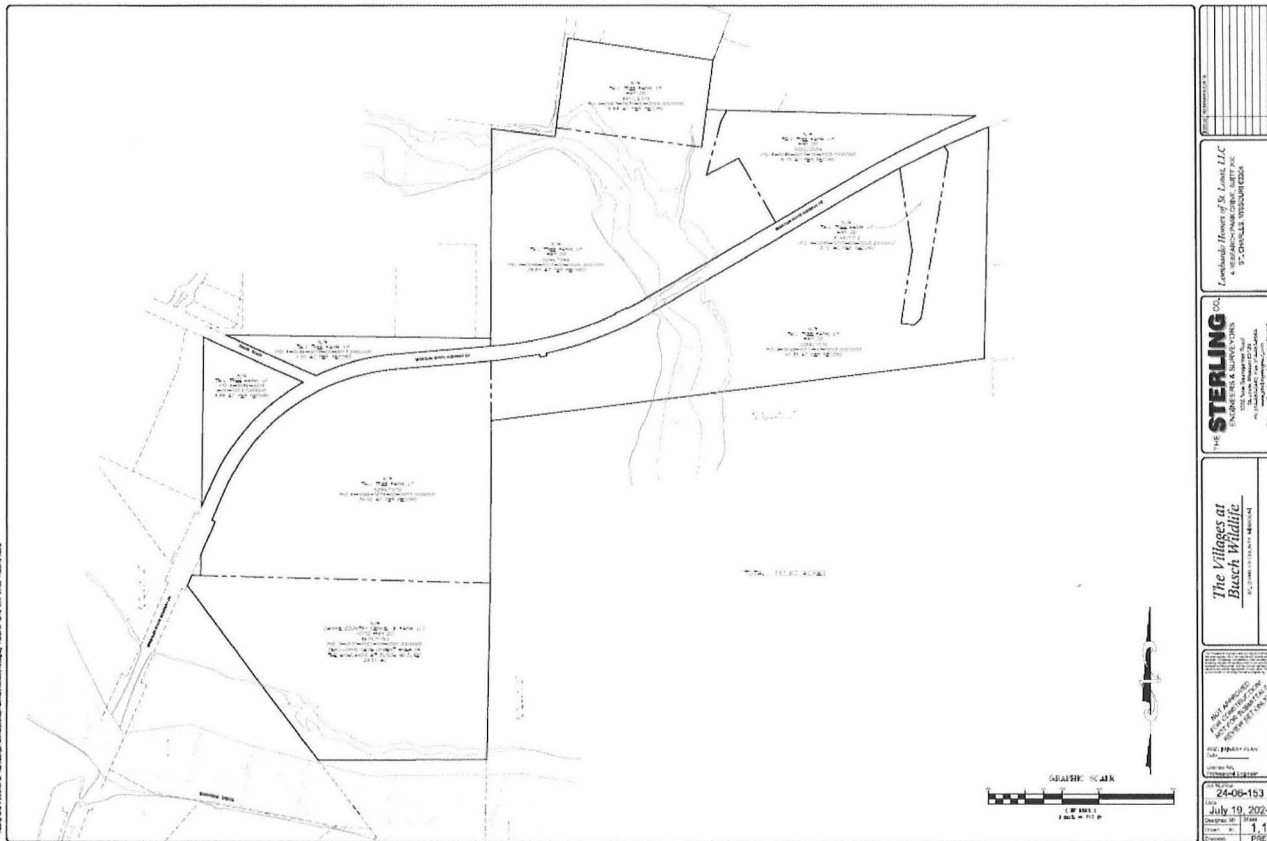
PARCEL 3: (SOUTH AND EAST OF DD)

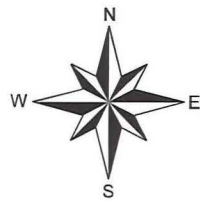
A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 21, PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 15 AND THE SOUTHEAST FRACTIONAL QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PROPERTY CONVEYED TO CONSERVATION COMMISSION OF THE STATE OF MISSOURI BY DEED RECORDED IN BOOK 225 PAGE 64 OF THE ST. CHARLES COUNTY RECORDS; THENCE ALONG THE WEST LINE OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI PROPERTY, SOUTH 00 DEGREES 41 MINUTES 49 SECONDS WEST 866.58 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO CANINE COUNTRY KENNEL & FARM RECORDED IN DEED BOOK 4675 PAGE 1793 OF THE ST. CHARLES COUNTY RECORDS; THENCE WITH THE NORTH LINE OF SAID CANINE COUNTRY TRACT, NORTH 88 DEGREES 20 MINUTES 21 SECONDS WEST 1559.10 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO LARRY L. AND PHILLIS A. BORTH BY DEED RECORDED IN BOOK 1361 PAGE 1043 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF THE BORTH PROPERTY, NORTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 114.61 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, SAID POINT BEING 60.00 FEET PERPENDICULARLY DISTANT EAST OF CENTERLINE STATION 399+08.89; THENCE ALONG THE SAID SOUTHEAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY DD, THE FOLLOWING COURSES AND DISTANCES, NORTH 24 DEGREES 12 MINUTES 56 SECONDS EAST 191.11 FEET; NORTH 65 DEGREES 56 MINUTES 18 SECONDS WEST 20.51 FEET; NORTH 24 DEGREES 03 MINUTES 42 SECONDS EAST

168.35 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 54 DEGREES 43 MINUTES 37 SECONDS EAST 1128.45 FEET AND WHOSE RADIUS POINT BEARS SOUTH 65 DEGREES 56 MINUTES 18 SECONDS EAST 1106.28 FEET FROM THE LAST MENTIONED POINT, ON ARC DISTANCE OF 1184.18 FEET; NORTH 85 DEGREES 24 MINUTES 42 SECONDS EAST 568.65 FEET; NORTH 82 DEGREES 14 MINUTES 50 SECONDS EAST 215.30 FEET; SOUTH 10 DEGREES 55 MINUTES 03 SECONDS EAST 15.00 FEET; NORTH 78 DEGREES 33 MINUTES 28 SECONDS EAST 36.01 FEET; NORTH 11 DEGREES 58 MINUTES 02 SECONDS WEST 15.00 FEET; ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 69 DEGREES 06 MINUTES 25 SECONDS EAST 605.13 FEET AND WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 58 MINUTES 02 SECONDS WEST 1950.08 FEET FROM THE LAST MENTIONED POINT. AN ARC DISTANCE OF 607.58 FEET; NORTH 60 DEGREES 10 MINUTES 42 SECONDS EAST 1305.06 FEET; AND ALONG A CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 64 DEGREES 12 MINUTES 06 SECONDS EAST 769.01 FEET AND WHOSE RADIUS POINT BEARS SOUTH 29 DEGREES 56 MINUTES 37 SECONDS EAST 5319.15 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 769.68 FEET, SAID POINT BEING 40.00 FEET PERPENDICULARLY DISTANT SOUTH OF CENTERLINE STATION 449+93.50, SAID POINT ALSO BEING ON THE WEST LINE OF PROPERTY CONVEYED TO MICHAEL J. AND BETTE A. WITTICH REVOCABLE LIVING TRUST BY DEED RECORDED IN BOOK 7294 PAGE 364 OF SAID RECORDS; THENCE ALONG THE SAID WEST LINE OF THE WITTICH PROPERTY AND CONTINUING ALONG THE WEST LINE OF PROPERTY CONVEYED TO ERIC J. AND CYNTHIA L. FIELDS BY DEED RECORDED AS DOCUMENT NUMBER 2020R-083797, SOUTH 01 DEGREES 36 MINUTES 06 SECONDS WEST 1240.11 FEET TO A POINT ON THE NORTH LINE OF PROPERTY CONVEYED TO THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI BY DEED RECORDED IN BOOK 225 PAGE 64 OF SAID RECORDS; THENCE ALONG THE SAID NORTH LINE OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI PROPERTY, SOUTH 83 DEGREES 03 MINUTES 49 SECONDS WEST 2672.74 FEET TO A POINT ON THE WEST LINE OF THE SAID CONSERVATION COMMISSION OF THE STATE OF MISSOURI PROPERTY; THENCE ALONG THE SAID WEST LINE OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI PROPERTY, SOUTH 00 DEGREES 41 MINUTES 49 SECONDS WEST 866.58 FEET TO THE POINT OF BEGINNING, CONTAINING 77.47 ACRES.



EXHIBIT C

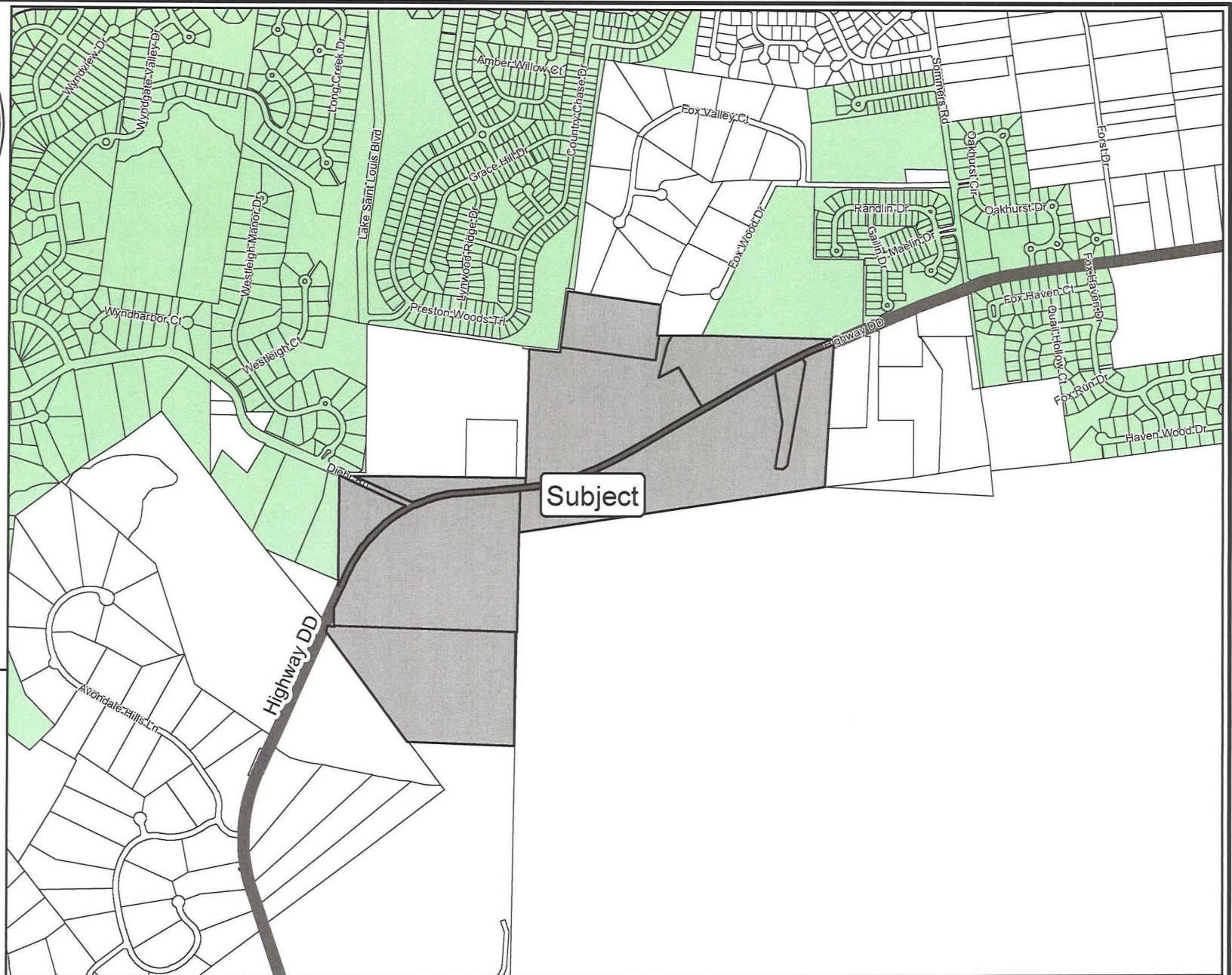




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Legend

-  Subject Property Location Proposed R-3
-  O'Fallon City Limits



The Villages at Busch Wildlife