BOARD OF ADJUSTMENT

Thursday, September 17, 2020 - 5:00 pm
200 Civic Center Drive, Lake Saint Louis, Missouri 63367
For more information or if individual accommodations are required, contact Brenda Cueller at 636-625-7936 or bcueller@lakesaintlouis.com.

AGENDA

I. CALL TO ORDER

II. ROLL CALL

	Present	Absent
Mark Peterson, Chairman	_____	_____
Ben Borengasser, Vice Chairman	_____	_____
Thomas Bach	_____	_____
Robert Carrothers	_____	_____
Diane Mispagel	_____	_____

Also present: Louis Clayton, AICP, Director of Community Development
Brenda Cueller, Recording Secretary
Patricia Beckerle, City Attorney

III. APPROVAL OF AGENDA

IV. APPROVAL OF MEETING MINUTES

Regular meeting of April 28, 2020

V. PUBLIC HEARING - NEW BUSINESS

1. **101 Brookfield Crossing Drive (Lot 72 Brookfield Crossing Plat One Subdivision)**
   Consideration of an appeal submitted by Rowles Company, property owner and applicant, for a 0.48-foot variance from the required rear yard setback of 25 feet (pursuant to the Development Plan for the Mason Glen Planned Development District).

VI. BOARD AND STAFF COMMENTS

VII. ADJOURNMENT

CITY OF LAKE SAINT LOUIS
BOARD OF ADJUSTMENT
MEETING AND PUBLIC HEARING
APRIL 28, 2020
JOURNAL AND MINUTES

The Board of Adjustment for the City of Lake Saint Louis, Missouri met in regular session and for a public hearing on Tuesday, April 28, 2020, at 5:00 p.m. in City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri.

ROLL CALL:

Mark Peterson, Chairman, presided over the meeting. The members present were: Benjamin Borengasser, Thomas Bach, Robert Carrothers, and Diane Mispagel. Also present were: Louis Clayton, Director of Community Development; Patricia Beckerle, Board Attorney; Brenda Cueller, Community Development Assistant; and Laura Lynn Murphy, Certified Court Reporter.

APPROVAL OF AGENDA: April 28, 2020

Benjamin Borengasser made a motion to approve the Board of Adjustment agenda as submitted. The motion was seconded by Robert Carrothers and passed unanimously.

THE AGENDA FOR THE APRIL 28, 2020 BOARD OF ADJUSTMENT HEARING STANDS APPROVED AS SUBMITTED.

MINUTES FROM: September 19, 2019 Board of Adjustment Hearing

Rob Carrothers made a motion to waive the reading of the minutes from the September 19, 2019 hearing and approve same as submitted. The motion was seconded by Diane Mispagel and passed unanimously.

THE MINUTES FROM THE SEPTEMBER 19, 2019 BOARD OF ADJUSTMENT HEARING STAND APPROVED AS SUBMITTED.

PUBLIC HEARING:

Consideration of an appeal for the following variances associated with the construction of a fence at 16 Harbor Point Court which will enclose a 2,545-square-foot rear yard area:

1. A variance to retain portions of an existing rear-yard fence (Section 430.470.I.1); and
2. A 565-square-foot variance from the 1,980-square-foot maximum area permitted to be contained within a pool barrier (Section 430.470.J.5).

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CITY OF LAKE SAINT LOUIS
BOARD OF ADJUSTMENT
MEETING AND PUBLIC HEARING
APRIL 28, 2020

(JOURNAL AND MINUTES)

Application submitted by Steve Baker, owner.

Mr. Baker testified he purchased the home in 2016, which was built in 1977. He is proposing the construction of a retaining wall, a 495-square-foot pool, and fence that will enclose 2,545-square-feet of the rear yard area. Mr. Baker is requesting a variance to retain a portion of the existing fence built in 2017. He noted in February 2017, he obtained a permit to replace an existing retaining wall near the lake, concrete patio and steps near the home. The new retaining wall, concrete patio and steps were completed and inspected by the City on April 14, 2017. Mr. Baker testified that after the inspection by the City, the Lake Saint Louis Community Association gave their approval for him to install a fence along the edge of the upper retaining wall, which encloses 1,629 square feet of the rear yard, on July 20, 2017. Mr. Baker stated he was unaware that a permit was required to install the fence and the City made him aware that a variance will be required for the fence. Mr. Baker testified he installed the fence because he has an adult daughter with special needs and needed the fence for safety purposes. Mr. Baker discussed the plans for the proposed pool and installation of a new fence along the entire perimeter of the new retaining wall which will enclose the pool area, patio and living space. He stated enclosing the pool, patio and living space is for safety and aesthetic reasons. Mr. Baker testified he would prefer to have the fence placed to the edge of the retaining wall so there would be no open space between the pool fence and the edge of the retaining wall. He stated his concerns regarding safety and liability if someone were to get on the other side of the fence. Mr. Baker testified that an alternate pool design was submitted for a building permit; it did conform to the maximum pool fence area allowed by Code but could not place the fence along the top of the retaining wall all around.

Louis Clayton, Director of Community Development, was sworn in and testified that the alternate pool design did conform to the maximum size for a fence around the pool but it would not be allowed to be installed along the top of the retaining wall all around. Mr. Clayton testified that the pool house shown in the alternate pool design did conform to Code requirements for maximum pool area and had been approved for construction.

The Staff Report prepared by Louis Clayton, Director of Community Development, states Mr. Baker's variance requests.

1. A variance to retain portions of an existing rear-yard fence (Section 430.470.I.1 of the Code); and

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2. A 565-square-foot variance from the 1,980-square-foot maximum area permitted to be contained within a pool barrier (Section 430.470.J.5 of the Municipal Code).

The Board questioned Mr. Baker regarding the new retaining wall, fence, and if other designs had been considered, i.e. smaller size pool or different living area around the pool.

Patricia Beckerle, Board Attorney, presented the following items to be entered into the record. The items accepted, marked, and entered into evidence were:

Exhibit 1 – Request for the Existing Fence Variance to Board of Adjustment, City of Lake Saint Louis, Missouri submitted by the Applicant.
Exhibit 2 – Request for the Pool Fence Variance to Board of Adjustment, City of Lake Saint Louis, Missouri submitted by the Applicant.
Exhibit 3 – Plans for the Baker Residence prepared by Blue Haven Pools dated December 5, 2019 (Sheets P1 and P2) depicting the existing fence and proposed pool, retaining wall, and fence area.
Exhibit 4 – Quitclaim Deed to the Property
Exhibit 5 – Fence and Gate Detail Sheet and Echelon Aluminum Ornamental Fencing specifications (Pages 4-1 and 4-6).
Exhibit 6 – Staff Report
Exhibit 7 – Lake Saint Louis City Municipal Code

Public hearing closed.

NEW BUSINESS:

Consideration of an appeal for the following variances associated with the construction of a fence at 16 Harbor Point Court which will enclose a 2,545-square-foot rear yard area:

1. A variance to retain portions of an existing rear-yard fence (Section 430.470.I.1); and
2. A 565-square-foot variance from the 1,980-square-foot maximum area permitted to be contained within a pool barrier (Section 430.470.J.5).

Application submitted by Steve Baker, owner.

GENERAL DISCUSSION:

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The Board discussed the testimony given to retain portions of an existing rear-yard fence variance and a 565-square-foot variance from the 1,980-square-foot maximum area permitted to be contained with a pool barrier.

The Board reviewed the evidence.

MOTION TO APPROVE VARIANCE: (16 Harbor Point Court)

Diane Mispagel made a motion to grant a variance to retain portions of an existing rear-yard fence as presented. The motion was seconded by Thomas Bach. The poll of the Board being ayes: Robert Carrothers, Diane Mispagel, Thomas Bach, Benjamin Borengasser and Mark Peterson; nays: none. The vote was 5 to 0 in favor and the request was granted.

Benjamin Borengasser made a motion to grant a variance to allow a 565-square-foot variance from the 1,980-square-foot maximum area permitted to be contained within a pool barrier as presented. The motion was seconded by Robert Carrothers. The poll of the Board being ayes: Mark Peterson; nays: Thomas Bach, Robert Carrothers, Diane Mispagel, and Benjamin Borengasser. The vote was 1 to 4 not in favor and the request was denied.

PUBLIC HEARING:

Consideration of an appeal for the following variances associated with the construction of a 168-square-foot detached pavilion at 2 Lake Shore Circle:

1. A 1-foot variance from the required 8-foot side yard setback for accessory structures (Section 410.230.B).
2. A 7-foot variance from the required 25-foot rear yard setback for accessory structures (Section 410.230.B).
3. A 1.5-foot variance from the required 6.5-foot side yard setback for chimneys (Section 410.230.B and 410.110.A)

Application submitted by Kevin Keenoy, property owner.

Kevin Keenoy and Kathy Keenoy were sworn in. Mr. Keenoy testified he and his wife purchased the property on September 28, 2016; the home was built in 1987. Mr. Keenoy testified that improvements have been made to the property by replacing an existing retaining wall along with constructing a new patio area. Mrs. Keenoy testified that they are seeking to construct a pavilion in their back yard which would face the lake to add shade to the yard. Mr. Keenoy testified that the

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pavilion structure encroaches into the rear- and side-yard setbacks. He stated that his neighbors along Lake Shore Circle are in support of the structure. Mr. Keenoy also received support from his neighbor to the south (Bonnie and Wayne Walkenhorst) and the neighbors directly across the channel from the property (Reva and Don Sneedhammer; Phil and Marilyn Law).

The Board questioned the Keenoys regarding the size of the proposed pavilion and if moving the fireplace would eliminate the need for a variance.

Mr. Keenoy stated the size of the proposed pavilion is to be large enough to not be cramped with a table and seating. He stated the fireplace shown on the plans is part of the proposed pavilion. Mr. Keenoy testified if the fireplace were relocated, the proposed pavilion would still encroach into the setbacks.

Ben Dolan was sworn in and testified that he builds structures of this type and the size of this pavilion is modest being large enough to place a table and chairs. Mr. Dolan testified that the size of the fireplace had been modified so as not to encroach on a 5-foot utility easement on the side of the property. Mr. Dolan testified placing the pavilion in the proposed location is the only area open so as to encroach as little as possible in the setbacks while not crowding the residence. He noted that a variance would be required for almost any design.

Patricia Beckerle, Board Attorney, presented the following items to be entered into the record. The items accepted, marked, and entered into evidence were:

Exhibit A – Request for Variances to Board of Adjustment, City of Lake Saint Louis, Missouri submitted by the Applicant.
Exhibit B – Staff Report.
Exhibit C – Plans for Pavilion Addition for Keenoy Residence prepared by Sharp Custom Home Designs dated December 10, 2019.
Exhibit D – Enlarged image of the Site Plan shown on the Plans showing the Southeast corner of the Property.
Exhibit E – General Warranty Deed (Individual) to the Property.
Exhibit F – Lake Saint Louis City Municipal Code
Exhibit G – (1) Letters in support of the Application from Bonnie and Wayne Walkenhorst, Reva and Don Sneedhammer, and Phil and Marilyn Law, and (2) signatures of eight neighboring property owners verifying that they “will not experience any adverse effects” from the granting of the Variances.

Public hearing closed.

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CITY OF LAKE SAINT LOUIS
BOARD OF ADJUSTMENT
MEETING AND PUBLIC HEARING
APRIL 28, 2020

(JOURNAL AND MINUTES)

NEW BUSINESS:

Consideration of an appeal for the following variances associated with the construction of a 168-square-foot detached pavilion at 2 Lake Shore Circle:

1. A 1-foot variance from the required 8-foot side yard setback for accessory structures (Section 410.230.B).
2. A 7-foot variance from the required 25-foot rear yard setback for accessory structures (Section 410.230.B).
3. A 1.5-foot variance from the required 6.5-foot side yard setback for chimneys (Section 410.230.B and 410.110.A)

Application submitted by Kevin Keenoy, property owner.

GENERAL DISCUSSION:

The Board discussed the testimony given for variances associated with the construction of a 168-square-foot detached pavilion.

The Board reviewed the evidence.

MOTION TO APPROVE VARIANCE: (2 Lake Shore Circle)

Robert Carrothers made a motion to grant a 1-foot variance from the required 8-foot side-yard setback for accessory structures; a 7-foot variance from the required 25-foot rear-yard setback for accessory structures; and a 1.5-foot variance from the required 6.5-foot side-yard setback for chimneys. The motion was seconded by Thomas Bach and passed unanimously. The variances are granted.

ADJOURNMENT:

There being no further business to come before the Board of Adjustment, the hearing was, on motion duly made, seconded and unanimously voted on, adjourned.

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THE HEARING ADJOURNED.

The hearing adjourned at approximately 6:35 p.m.

_____

Brenda Cueller, acting as recording secretary

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NO._____ DATE: 8/19/2020

REQUEST FOR VARIANCE
TO
BOARD OF ADJUSTMENT
CITY OF LAKE SAINT LOUIS, MISSOURI

APPLICANT Rolwes Company 2200 Barret Station Road, Suite 100, Ballwin, MO 63021
(Name) *(Mailing Address)*

PHONE NUMBER: 314-605-6121

EMAIL ADDRESS: edz@rolwesco.com

INTEREST IN PROPERTY Owner
(owner, agent, lease, option, etc.)

Request is made herewith to the Board of Adjustment for a determination on the following request for variance for the reasons indicated below.

It is requested that the Board:

1. Grant a variance to Article_____, Section_____, Paragraph_____ of the Development Regulations and Procedures LSL City Code, relating to LOT 72, PLAT 1, LOT AREA_____, HEIGHT_____, YARD_____, PARKING_____, COVERAGE_____, FLOOR AREA_____MINIMUM ACCESS_____, OTHER Relief from rear yard set back.

2. Permit the extension or rebuilding of a Non-Conforming Use according to the LSL City Code Article_____, Section_____.

3. Determine the discontinuance of a Non-Conforming Use according to the LSL City Code Article_____, Section_____.

The description, location of property involved in this request for variance is:

LOCATION Lot 72 Brookfield Crossing, 101 Brookfield Crossing Drive

LOT SIZE 10,163 PRESENT USE Vacant SFD building lot

Conforming Use_____ Conforming Building_____

Non-Conforming Use_____ Non-Conforming Building_____

PRESENT IMPROVEMENT ON LAND None

PRESENT ZONING SR2-PD

NO._____
PAGE TWO

PROPOSED USE OF PREMISES SFD

In accordance with Section 405.380.B of the Municipal Code, the Board of Adjustment shall not grant a variance unless it shall, in each case, make specific written findings of fact directly based upon the particular evidence presented to it that support the following conclusions **(provide a response for each)**:

1. The variance requested arises from a condition which is unique to the property in question and which is not ordinarily found in the same zoning district and is not created by an action or actions of the property owner or the applicant;

The property is not a typical lot and has a unique angle at roughly 2/3 of the depth of the lot. This angled property line was declared a rear property line and therefore subjected to a 25' setback.

2. The granting of the variance will not adversely affect the rights of adjacent property owners or residents;

There would be no affect on the adjoining property owners. The property to the rear is common ground and the property immediately to the right where the relief is being sought is both common ground and the location for the community pump station. The relief being sought is only 0.48'.

3. The strict application of the provisions of this Chapter from which a variance is requested will constitute unnecessary hardship upon the property owner represented in the application;

The future homeowner will not be able to build the home that they desire without this relief.

4. The variance desired will not adversely affect the public health, safety, order, convenience or general welfare of the community;

The relief is only 0.48' and would not be noticed by anyone driving or walking by.

5. Granting the variance desired will not violate the general spirit and intent of this Chapter.

If the angled property line was determined to be a sideline vs a rear property line, there would not be a need for the variance. I believe this to be an error, and would therefore not violate the general spirit and intent of the Chapter.

NO.___
PAGE THREE

Has a previous application or request for a variance been filed on these premises?

YES X, but withdrawn_____ NO_____

I hereby certify that all the above information, and that contained in any supporting documents submitted herewith, are true and accurate to the best of my knowledge and belief.

_____
Signature of Applicant

Rolwes Company,
Agent for:

Date 8/19/2020

TO BE COMPLETED BY THE CITY DEVELOPMENT ADMINISTRATOR

Item No._____

Fee: $150.00 Deposit: $600.00

DEPOSIT – Estimated costs incurred by City, including but not limited to costs for County Data for surrounding property owners, Court Reporter, advertising, notification to surrounding property owners, and recording fee. An itemized list will be provided when total fees are received and either a refund or additional funds may be required.

Comments:

_____

_____

_____

_____

BOARD OF ADJUSTMENT

STAFF REPORT

MEETING DATE	September 17, 2020
PROJECT LOCATION	101 Brookfield Crossing Drive (Lot 72 Brookfield Crossing Plat One Subdivision)
OWNER/APPLICANT	Rowles Company
ZONING	“PD” Planned Development
PROPOSAL	Construction of a single-family residence.
VARIANCE REQUEST	A 0.48-foot variance from the required rear yard setback of 25 feet (pursuant to the Development Plan for the Mason Glen Planned Development District).
STAFF	Louis Clayton, AICP, Director of Community Development

PROJECT DESCRIPTION & VARIANCE REQUEST

The subject property measures 10,163 square feet and is located on the east side of Brookfield Crossing Drive between Duello Road and Mason Glen Drive. The property is currently vacant. The subdivision is zoned "PD" Planned Development District, and the approved Final Development Plan establishes the required setbacks and development standards for the subdivision. Adjacent land uses and zoning designations are summarized below:

Direction	Land Use	Name/Subdivision	Zoning
North	Common Ground	Brookfield Crossing	"PD" Planned Development
East	Common Ground	Brookfield Crossing	"PD" Planned Development
South	Single-Family	Brookfield Crossing	"PD" Planned Development
West	Single-Family	Brookfield Crossing	"PD" Planned Development

The applicant proposes to construct a new single-family residence which will encroach 0.48 feet into the required 25-foot rear yard setback. The owner has submitted an appeal to the Board of Adjustment for the following:

> *A 0.48-foot variance from the required rear yard setback of 25 feet (pursuant to the Development Plan for the Mason Glen Planned Development District).*

STANDARDS FOR VARIANCES

Staff's analysis is based on a preliminary assessment of the applicable ordinances, information provided by the applicant, and observations made of the site and its environs. As specified in Section 405.380.B of the Municipal Code, the Board of Adjustment shall not grant a variance unless it shall, in each case, make specific written findings of fact directly based upon the particular evidence presented to it that support the following conclusions:

1. **The variance requested arises from a condition which is unique to the property in question and which is not ordinarily found in the same zoning district and is not created by an action or actions of the property owner or the applicant;**

   APPLICANT RESPONSE: *Refer to application.*

   STAFF OBSERVATIONS: The property is irregularly shaped which may result in a smaller buildable area when compared to other lots in the subdivision.

2. **The granting of the variance will not adversely affect the rights of adjacent property owners or residents;**

   APPLICANT RESPONSE: *Refer to application.*

   STAFF OBSERVATIONS: The proposed home encroaches 0.48 feet into the rear yard setback on the north side of the property. The adjacent property to the north and east is subdivision common ground. The encroachment will not be visible or perceptible from the adjacent homes to the south.

3. **The strict application of the provisions of this Chapter from which a variance is requested will constitute unnecessary hardship upon the property owner represented in the application;**

   APPLICANT RESPONSE: *Refer to application.*

   STAFF OBSERVATIONS: Strict application of the setback requirements would not prohibit the construction of any home on the property; however, it would prohibit the construction of the specific home model offered by the home builder and desired by the future homeowner.

4. **The variance desired will not adversely affect the public health, safety, order, convenience or general welfare of the community; and**

   APPLICANT RESPONSE: *Refer to application.*

   STAFF OBSERVATIONS: The proposed home will not visually impact adjacent properties or have adverse impacts on the community.

5. **Granting the variance desired will not violate the general spirit and intent of this Chapter.**

   APPLICANT RESPONSE: *Refer to application.*

   STAFF OBSERVATIONS: The intent of the setback requirements is to maintain open yard areas that are not obstructed by buildings or accessory structures. The proposed home will encroach 0.48 feet into the rear yard setback, which is relatively minor. The encroachment will not be visible or perceptible from existing adjacent homes.

REVIEW CONSIDERATIONS

As specified in Section 405.380.C of the Municipal Code, the Board of Adjustment shall consider the extent to which the evidence presented demonstrates that:

1. The particular physical surroundings, shape or topographical condition of the property involved would result in a practical difficulty or unnecessary hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the provisions of this Chapter were literally enforced;
2. The request for a variance is not based exclusively upon the desire of the owner, lessee, occupant or applicant to secure a greater financial return from the property;
3. The granting of the variance will not be materially detrimental or injurious to other property or improvements in the neighborhood in which the property is located; and
4. The proposed variance will not impair an adequate supply of light or air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.

BOARD ACTION

The Board of Adjustment should consider all testimony and relevant facts to render its decision. The Board should articulate its findings of fact based on the criteria for consideration of variances into the record in support of its decision. After hearing the testimony and all relevant facts, the Board of Adjustment may, at its discretion:

1. Approve the requested variance as presented or with specific conditions.
2. Table this item for further review.
3. Deny the requested variance as presented.

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Bk:DE6267 Pg:136
11/13/2014 12:20:19 PM 1/6
$36.00
CERTIFIED-FILED FOR RECORD
Barbara J. Hall
Recorder of Deeds
St. Charles County, Missouri
BY:PGOODRICH

SPECIAL WARRANTY DEED
(Corporation)

KEE-14_149604

THIS DEED, Made and entered into this **10th** day of **November** , **2014** , by and between

ACORN 6B MASON GLEN REAL ESTATE, LLC, A MISSOURI LIMITED LIABILITY COMPANY

a limited liability company, organized and existing under the laws of the State of Missouri, with its principal office in the County of St. Louis, State of Missouri, party of the first part, GRANTOR, and

ROLWES DEVELOPMENT LLC

Address: 13100 Manchester Rd., Ste. 65, St. Louis MO 63131

of the County of St. Charles, State of Missouri, party of the second part, GRANTEE.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents **BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said party of the second part, the following described Real Estate, situated in the County of St. Charles, State of Missouri, to-wit:

See Attached Exhibit A

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party of the second part, and to the heirs and assigns of such party forever.

Benchmark Title, LLC
457 Sovereign Ct
Ballwin, MO 63011

The said party of the first part hereby covenants that it and its heirs, executors and administrators shall and will **WARRANT AND DEFEND** the title to the premises unto the said party of the second part, and to the heirs and assigns of such party forever, against the lawful claims of all persons claiming by, through or under the party of the first part, but none other, excepting, however, the general taxes for the calendar year **2014** and thereafter and the special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its of Sabal Financial Group, LP and its corporate seal to be hereunto affixed.

PARTY OF THE FIRST PART:

ACORN 6B MASON GLEN REAL ESTATE, LLC A MISSOURI LIMITED LIABILITY COMPANY BY SABAL FINANCIAL GROUP, LP AS MANAGER

By _____
R. Patterson Jackson, President and CEO
of Sabal Financial Group, LP

STATE OF MISSOURI }
County of St. Charles

On this 10th day of November, 2014, before me personally appeared **R. Patterson Jackson**, who, being by me duly sworn, did say that he/she is the **President and CEO of Sabal Financial Group, LP, Manager of Acorn 6B Mason Glen Real Estate, LLC a Missouri limited liability**, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Board of Directors; and the said **R. Patterson Jackson, President and CEO** 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 in the jurisdiction aforesaid, the day and year first above written.

_____
Notary Public
My term expires: _____

SEE ATTACHMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On November 10, 2014, before me, Jaclyn Mary Lanning, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JACLYN MARY LANNING
Commission # 2062208
Notary Public - California
Orange County
My Comm. Expires Mar 23, 2018

Signature _____ *(SEAL)*
Signature of Notary Public
Jaclyn Mary Lanning

EXHIBIT A

Parcel No. 1:
A tract of land in Fractional Sections 8 and 9, Township 46 North, Range 2 East of the Fifth Principal Meridian, St. Charles County Missouri being more particularly described as follows:

Commencing at the intersection of the North line of property conveyed to Henry Harvey Jr. Trustee by Deed recorded in Book 2128 page 346 of the St. Charles County Records with the West line of "The Manors at Glen Brook Plat Two", a subdivision according to the plat thereof recorded in Plat Book 41 pages 22 and 23 of the St. Charles County Records; thence along the said North line of the Harvey Property, North 89 degrees 35 minutes 06 seconds West 278.39 feet to the actual point of beginning of the description herein; thence along the West line of said Harvey Property, South 00 degrees 24 minutes 35 seconds West 621.55 feet; thence North 89 degrees 35 minutes 06 seconds West 280.33 feet to the East line of property conveyed to Mary Gore by Deed recorded in Book 3875 page 10 of said records; thence along said East line of The Mary Gore Property, North 00 degrees 24 minutes 35 seconds East 138.86 feet to the Northeast corner of said Mary Gore property; thence along the North line of said Mary Gore Property, North 89 degrees 35 minutes 25 seconds West 179.10 feet to the East line of property conveyed to Yvonne Gore by Deed recorded in Book 911 page 404 of said records; thence along said East line of The Yvonne Gore property, South 00 degrees 24 minutes 35 seconds West 720.31 feet to the North line of Missouri State Highway N, said point being 30.00 feet perpendicularly distant North of centerline station 473+53.49; thence along the North line of said Missouri State Highway N, being 30 feet perpendicularly North of and parallel to the centerline of said Missouri State Highway N. North 83 degrees 12 minutes 54 seconds West 753.79 feet to a point being 30.00 feet perpendicularly distant North of centerline station 465+99.71; thence along the East line of property conveyed to Robert J. Kunzi, Trustee by Deed recorded in Book 1926 page 213 of said records, North 00 degrees 02 minutes 26 seconds West 485.91 feet; thence along the North line of the following properties, said Kunzi property, property conveyed to Highway N Partners, L.L.C. by Deed recorded in Book 3086, page 216, property conveyed to Gerald A. Keeven, et al by Deed recorded in Book 3223, page 36, property conveyed to G & J Keeven, L.LC, by Deeds recorded in Book 4020 page 1189 and Book 4020 page 1199 of said records, property conveyed to Gary Corcoran and Carol Corcoran by Deed recorded in Book 2151, page 1034, property conveyed to Sharon Gardner by Deed recorded in Book 4004, page 1893 and property conveyed to Christine C. McKee by Deed recorded in Book 2562 page 361 of said records, North 82 degrees 22 minutes 34 seconds West 2347.40 feet to a point in the centerline of Duello Road; thence along said centerline of Duello Road, North 00 degrees 15 minutes 18 seconds East 989.94 feet to the South line of property conveyed to Ernest T. Catrett and Lynn M. Catrett by Deed recorded in Book 1104, page 382 of said records; thence along said South line, South 89 degrees 13 minutes 57 seconds East 422.13 feet to the West line of property conveyed to Robert J. Mareing and Nancy J. Mareing by Deed recorded in Book 1296, page 1870 of said records; thence along said West line, South 00 degrees 03 minutes 03 seconds East 211.77 feet to the South line of the Mareing Property; thence along said South line of the Mareing property and South line of property conveyed to Helene Oltman by Deed recorded in Book 2162, page 1322 of said records, South 89 degrees 13 minutes 57 seconds East 600.00 feet to the West line of property conveyed to Roger Wehmeyer and Tammy L. Wehmeyer by Deed recorded in Book 3273, page 1398 of said records; thence along said West line of the Wehmeyer property, South 00 degrees 03 minutes 03 seconds West 254.10 feet; thence along the South line of said Wehmeyer property and the South line of property conveyed to Roger and Tammy L. Wehmeyer by Deed recorded in Book 2085, page 944 of said records, South 89 degrees 13 minutes 57 seconds East 400.00 feet; thence along the East line of said Wehmeyer property, North 00 degrees 03 minutes 03 seconds East 979.62 feet to the centerline of Orf Road; thence along the said centerline of Orf Road South 89 degrees 12 minutes 08 seconds East 917.00 feet to the West line of property conveyed to Ivory T. Hodge by Deed recorded in Book 2449, page 1757 of said records; thence along the West line of said Hodge property and the West line of property conveyed to Rudolph Hodge by Deed recorded in Book 540, page 930 of said records, South 00 degrees 34 minutes 18 seconds West 1147.87 feet; thence along the South line of the following

properties, said Rudolph Hodge property conveyed to Otis Davis by Deed recorded in Book 824, page 1701, property conveyed to Otis Davis by Deed recorded in Book 1358, page 940 and the South line of property conveyed to Ralph G. Neely by Deed recorded in Book 3122, page 1671 of said records, South 89 degrees 35 minutes 06 seconds East 1210.23 feet to the point of beginning containing 90.151 acres.

Excepting therefrom Mason Glen Plat 1, recorded in Plat Book 44 page 40.

Now being described and known as follows:

A Tract of land in fractional Section 8, Township 46 North, Range 2 East of the Fifth Principle Meridian, City of Lake Saint Louis, St. Charles County, Missouri and Being more particularly described as follows:

Beginning at the intersection of the West line of Lot 34 of "Mason Glen Plat One", A subdivision according to the Plat recorded in Plat Book 44, Pages 40-42 of the St. Charles County Records with the North Right-of-way line of Mason Creek Drive, 50 feet wide, as dedicated on the said Plat of "Mason Glen Plat One"; Thence along the West and South lines of said "Mason Glen Plat One", the following courses and distances, North 82 degrees 22 minutes 34 seconds West 9.37 feet; South 07 degrees 37 minutes 26 seconds West 175.00 feet; North 82 degrees 22 minutes 34 seconds West 61.71 feet; South 07 degrees 37 minutes 26 seconds West 125.00 feet; North 82 degrees 22 minutes 34 seconds West 5.52 feet; and South 07 degrees 37 minutes 26 seconds West 175.00 feet to a point on the north line of property conveyed to Keeven Brothers Storage, LLC according to the deed recorded in Book 4190 Page 223 of the said records; Thence along the north line of the said Keeven Brothers Storage, LLC and continuing along the North line of the following properties, G & J Keeven, LLC according to the deed recorded in Book 4020 Page 1189, Sac Holdings, LLC according to the deed recorded in Book 4462 Page 1931, G & J Keeven, LLC according to the deed recorded in Book 4020 Page 1199 Sharon Gardner according to the deed recorded in Book 4004 Page 1883, HWY N Plaza, LLC according to the deed recorded in Book 4171 Page 1833 and its direct Westwardly prolongation, North 82 degrees 22 minutes 34 seconds West 1250.62 feet to a point in the East right-of-way line of Duello Road, variable width; Thence along the said East right-of-way of Duello Road , North 00 degrees 15 minutes 18 seconds East 223.94 feet to the intersection with the East right-of-way line of Duello Road as established in Book 6126 Page 1266 of the said records; Thence along the said East right-of-way line of Duello Road, the following courses and distances, along a curve to the left whose chord bears North 07 degrees 26 minutes 08 seconds East 160.00 feet and whose radius point bears North 75 degrees 23 minutes 01 seconds West 640.00 feet from the last mentioned point, an arc distance of 160.42 feet; and North 00 degrees 15 minutes 18 seconds East 609.49 feet to a point on the South line of the property conveyed to Ernest T. Catret and Lynn M. Catret according to the deed recorded in Book 1104 Page 382 of the said records; Thence along the said south line of the Catret Property, South 89 degrees 13 minutes 57 seconds East 383.13 feet to a point on the West line of the property conveyed to Robert J. Mareing and Nancy J. Mareing according to the deed recorded in Book 4108 Page 445 of the said records; Thence along the West line of the said Mareing Property, South 00 degrees 03 minutes 03 seconds West 211.77 feet to a point on the South line of the said Mareing Property; Thence along the said South line of the Mareing Property and continuing along the South line of property conveyed to Titan Real Property Developers, LLC according to the deed recorded in Book 4591 Page 1339 of the said records, South 89 degrees 13 minutes 57 seconds East 600.00 feet to a point on the West line of property conveyed to Roger Wehmeyer and Tammy L. Wehmeyer according to the deed recorded in Book 3273 Page 1398 of the said records; Thence along the said West line of the Wehmeyer property, South 00 degrees 03 minutes 03 seconds West 254.10 feet to a point on the said Wehmeyer property; Thence along the said South line of the Wehmeyer and continuing along the South line of property conveyed to Roger Wehmeyer and Tammy L. Wehmeyer according to the deed recorded in Book 2085 Page 944 of the said records, South 89 degrees 13 minutes 57 seconds East 400.00 feet to a point on the aforementioned West line of "Mason Glen Plat One; Thence

along the said West line of "Mason Glen Plat One", South 07 degrees 37 minutes 26 seconds West 214.86 feet to the point of beginning, containing 1,129,973 square feet or 25.941 acres.

BROOKFIELD CROSSING PLAT ONE

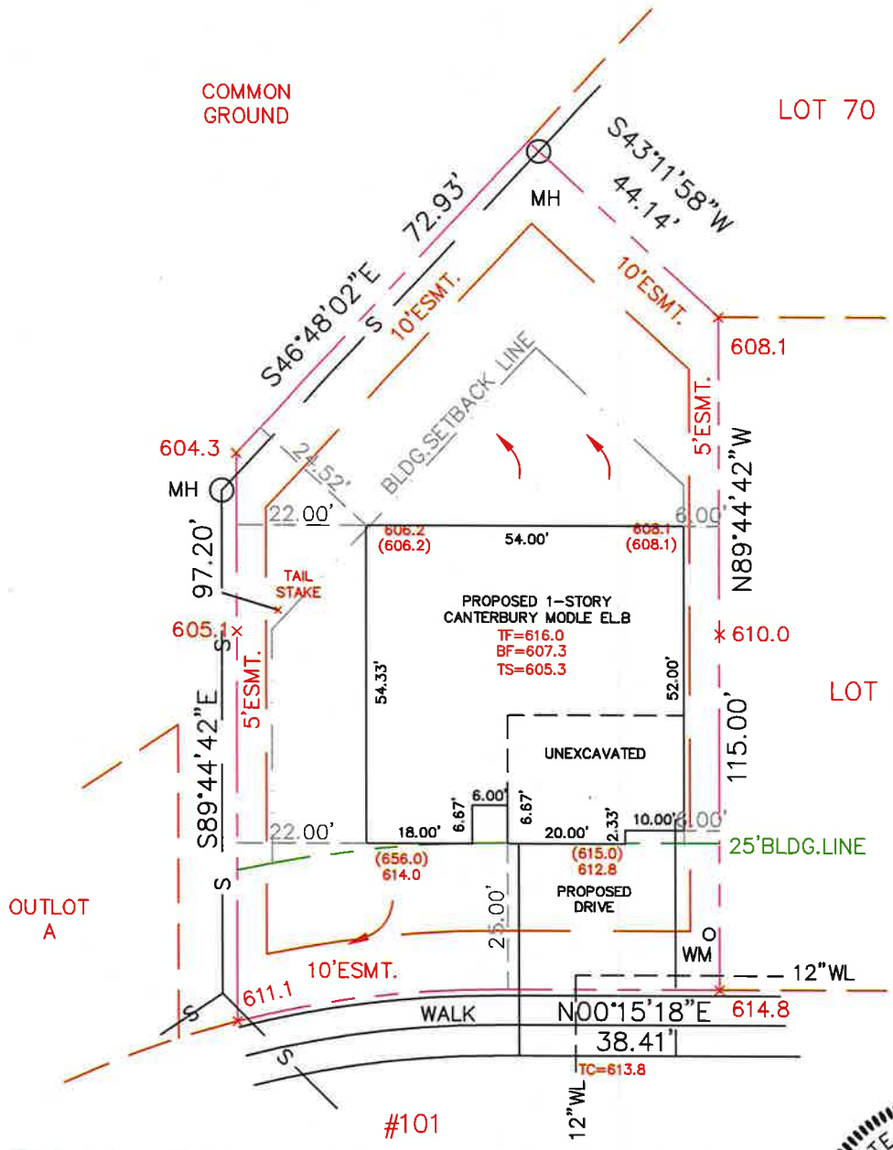
LOT 72

10,163 SQ.FT.

Sidewalk notes:
1.) Note the width of the sidewalk which shall be six feet.
2.) The sidewalk cross slope shall not exceed 2%.
3.) The sidewalk shall be installed from property line to property line

SCALE: 1" = 30'

0 30 60



STATE OF MISSOURI
LS-2430
DANIEL R. ZERVAS
REGISTERED LAND SURVEYOR

Daniel R. Zervas

WE, BURDINE AND ASSOCIATES, INC., HAVE ON JUNE 22,2020 AT THE REQUEST OF:
ROLWES COMPANY
PREPARED A PLOT PLAN ON A TRACT OF LAND BEING
LOT 72, BROOKFIELD CROSSING PLAT ONE, PB.48,PG.332, ST.CHARLES COUNTY, MO
AND THAT THE RESULTS ARE SHOWN HEREON.

NOTES:
1) PROPOSED RESIDENCE: Walkout
2) ELEVATIONS IN PARENTHESIS DENOTES PROPOSED GRADE, ALL OTHERS ARE EXISTING GRADE.
3) SLOPE GRADE AT LEAST ONE INCH PER FOOT, FOR A DISTANCE OF EIGHT FEET OR TO SWALE.
4) CLIENT MUST VERIFY LATERAL DEPTH WILL WORK WITH FOUNDATION ELEVATION BEFORE CONSTRUCTION.
5) CLIENT MUST VERIFY FOUNDATION DIMENSIONS BEFORE CONSTRUCTION.

SETBACK REQUIREMENTS:
- FRONT = 25 FEET
- SIDE = 6 FEET
- REAR = 25 FEET

BURDINE AND ASSOCIATES, INC. REGISTERED LAND SURVEYORS (636) 282-1600 1638 JEFFCO BLVD. ARNOLD, MISSOURI 63010	FIELDWORK BY:	CHECKED BY: D.D.B.	PROJECT NO.: 18078
	DRAWN BY: D.R.Z.	DATE: 6-22-20	
	REV.8/5/20		SHEET NO.: 1 OF 1