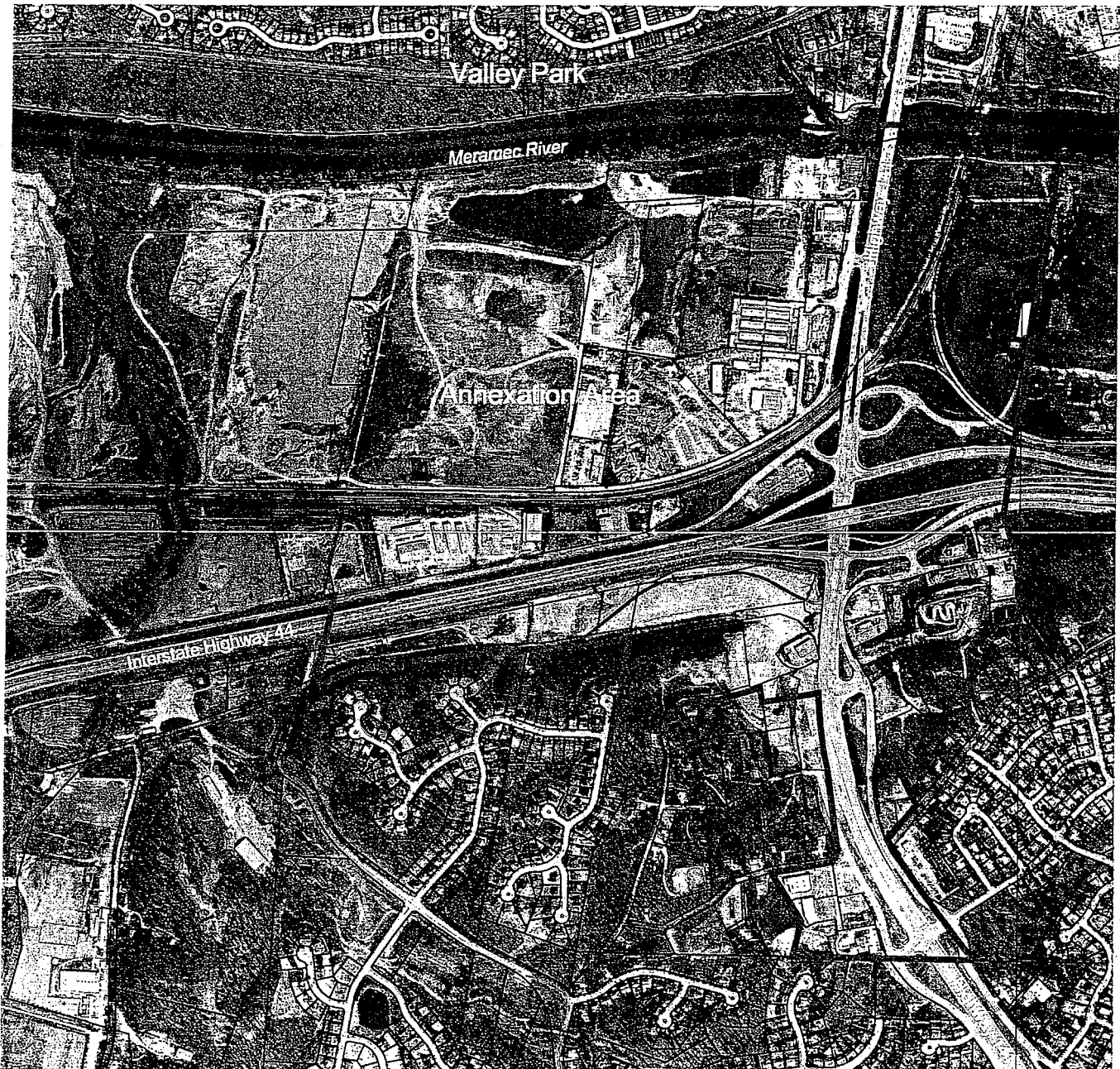


# Peerless Park Annexation Area



**Amended  
Official Application Submittal For Annexation  
City Of Valley Park, Missouri**

**October, 2004**

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## Section 1 – Amended Executive Summary

The proposed annexation area comprises the majority of what was formerly the incorporated City of Peerless Park and consists of 526 acres. This area proposed for annexation shall be known as “The Peerless Park Annexation Area.” Valley Park is a fourth class city located adjacent to the annexation area on Missouri Highway 141, just north of Interstate 44 in southwestern St. Louis County:

This area was incorporated from 1935 to 1999 as a Village and later a fourth class city. It was disincorporated on April 13, 1999, after a determination was made by the St. Louis County Council that a majority of the residents in December, 1997, sought to voluntarily disincorporate the city.

In deference to the former residents of Peerless Park who sought disincorporation, Valley Park omitted five (5) properties along Valley Park Road, all in the Wards Acres subdivision, in this annexation proposal. These single family residences are not in harmony with the multi-family residential character of the area sought to be annexed.

Generally, much of the entire annexation area is ripe for redevelopment. It is rocky terrain on the south side of Interstate 44 and the lack of sanitary sewers have so far inhibited development of the Allen Subdivision area. The City of Valley Park will be soliciting the landowners to determine how infrastructure improvements, such as public roads and storm water and sanitary sewer will create development opportunities.

A field survey and business canvas of businesses located along I-44 North Outer Road and Elam Road revealed that sixty-four percent (64%) of the proposed annexation area consisting of three hundred thirty (330) acres has no MSD sanitary sewer service. All businesses and structures in the area have either septic fields or septic tanks which require periodic maintenance and testing and reporting requirements. Many businesses, including Bobcat of St. Louis, Croft Automotive and Trailer, McElroy Metal Service Center, Peerless Landfill and Moto Mart reported that connection to a sanitary service main was a high priority item that would be greatly desired.

In response, Valley Park has submitted an amended Plan of Intent which would provide a phased sanitary sewer service main with a series of lift stations based on a preliminary sewer design by P.H. Weis Engineering Company. Figure 6 herein depicts the locations of the pumps and lines; amended Table 7 depicts the revenues and proposed capital expenses reflecting the costs of building the improvements. Figure 6A reflects a cost estimate.

The City has also reached an annexation agreement with Drury Development Company and Timothy Drury, the owners of thirty-seven (37) acres of land located in the southwestern quadrant of the proposed annexation area. This area comprises seven percent (7%) of the total annexation area and is the subject of a tax increment finance district which will eventually have an estimated \$28.5 million (in 1997 dollars) investment by Mr. Drury and Drury Development Company. Less than half of the project – a Drury Inn and Hampton Inn – are in place. The agreement with Drury, attached and incorporated herein as Supporting Documents 1A, preserves the former Peerless Park C-2 zoning, enhances the revenues payable to the TIF by subordinating fifty percent (50%) of Valley Park’s one-half cent (1/2 cent) capital improvements and storm water sales taxes to the special allocation fund and pledges all City Economic Activity Taxes (EATS) to the fund. It also imposes a one hundred dollar (\$100.00) annual fee per hotel and respects all issued building permits on the property.

*Amended Peerless Park Annexation Area Plan of Intent  
Valley Park, Missouri*

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The Agreement with Drury Development and Timothy Drury also calls for the City to amend the development plan to include all of Meramec Station Road [the original plan only included the north one-half (1/2) of the right of way] and to not require the rebuilding of the road above the one hundred (100) year floodplain as a condition precedent to future development, as the Drury Development plan has internal drives to access.

Drury Development Company, Timothy Drury, individually, and the City of Valley Park believe this is an opportunity to financially enhance a TIF which lost much revenue with the disincorporation of Peerless Park and thereby to encourage economic development of the area.

This proposed annexation is logical in that it represents a natural extension of the jurisdictional limits of Valley Park. It will allow the City of Valley Park to efficiently provide municipal type services to the annexed area. The annexation represents a logical change in the city's boundaries due to the area's shared boundary along the Meramec River and its dependence on Missouri Highway 141 as a major north-south thoroughfare through both Valley Park and the proposed annexation area. The annexation will provide a continuation of existing locally provided municipal services and the extension of municipal services not provided. In addition, the annexation will allow Valley Park to control redevelopment of the annexation area, thereby ensuring that future development is compatible with existing land uses within Valley Park and along Missouri Highway 141.

Upon the effective date of annexation the City of Valley Park will assume the responsibility for all municipal services, however there will be no changes in fire protection services.

Pursuant to *Article III.A.b* of the Boundary Commission Rules, the following person shall act on behalf of the City of Valley Park to present the Plan of Intent to the Boundary Commission, St. Louis County:

Eric Martin  
City Attorney  
City Hall  
320 Benton Street  
Valley Park, MO 63088  
636-225-5171 or  
636-530-1515

## Section 2 – Amended Plan of Intent

### Introduction

This Amended Plan of Intent proposes the annexation of 526 acres to the City of Valley Park. This comprises the former city of Peerless Park, excluding certain parcels at the southeast corner of the former city.

#### (i) Amended Geographic Information

- (1.) The amended legal description changes the submitted description and the geography of the proposed area by incorporating the whole of Meramec Station Road. The previous submittal only took in the northern half of the roadway, which is forty (40) feet wide. The effect of the change is to clarify that maintenance for both sides of the road is Valley Park and preclude a split of responsibilities. The amendment was done at the express request of Drury Development Company.
- (2.) Amended map in Section 5, attachments, Amended Figure 1, depicts addition of south one-half of Meramec Station Roadway.
- (3.) Maps provided in Attachments Section
- (4.) As shown in Table 1, the annexation area had a population of 50 in 2000.

**Table 1  
Population and Land Area**

Proposed Annexation Area	
Population (Year 2000)	50
Dwelling Units	27*
Land Area (Acres)	526

\*Consists of 24 condominium units and 3 single-family residences

- (5.) Land area and miles of streets in both the annexation area and the city of Valley Park are shown in Table 2.

**Table 2  
Area and Streets**

	Proposed Annexation Area	City of Valley Park	Total Combined Area
Land Area (acres)	526	2,019	2,545
Miles of Publicly Maintained Streets (miles)*	7	27	34
Miles of Privately Maintained Streets (miles)*	.2	2	2.2

\*Approximated

- (6.) The annexation area consists mainly of commercial land uses, most of which are at Missouri Highway 141 and Interstate 44, providing a continuation of the commercial district in Valley Park on the north side of the Meramec River along 141. The annexation will have no effect on neighborhoods within either the annexation area or Valley Park.

*Amended Peerless Park Annexation Area Plan of Intent  
Valley Park, Missouri*

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- (7.) The Allen's Valley Park Subdivision would be split due to the proposal. However, the annexation would not adversely affect any of the properties located in this subdivision because those lots that would be annexed by the City of Valley Park would be accessed from Valley Park. The subdivision is not typical of those created under current residential development procedures, but is reflective of subdivisions created solely for the purpose of land transfer. Services would continue to be provided for the area through the City of Valley Park or St. Louis County. See Figure 3 in Attachments section.
- The Eagle Rock Condominiums subdivision is also located in the annexation area, but would not be split by the proposal.
- (8.) The common boundary between Valley Park and the annexation area is 1.25 miles in length. Twenty-five (25) percent of the boundary of the annexation area is contiguous with the corporate limits of the City of Valley Park.
- (9.) Missouri Highway 141 is the only current street connection between Valley Park and the annexation area. This road is a six-lane, controlled access facility within the limits of the annexation area. It is a major connector over the Meramec River, connecting Valley Park with the annexation area, and providing access to the interchange at Missouri Highway 141 and Interstate 44. This highway will provide the means for efficient delivery of all municipal services to the annexation area. The Meramec River separates the City of Valley Park and the annexation area, however, it will not impede the efficient delivery of services to the proposed annexation area due to the exceptional highway linkage provided by Missouri Highway 141. This annexation will allow the area to be serviced locally. Property owners will have access to the local municipal government for services, such as planning and zoning, road maintenance, and general administration.
- (10.) This proposal will not limit access to any contiguous unincorporated properties through another municipality or another county.
- (11.) The city of Valley Park has no plans or arrangements with other municipalities regarding growth or expansion. A Map Plan showing proposed annexation areas was submitted by Valley Park to the Boundary Commission in 2000. This Plan delineates areas that the city proposes to annex in the future.
- (12.) The proposed annexation represents a logical change in Valley Park's boundaries due to its contiguous boundary along 1.25 miles of the Meramec River with the annexation area and the dependence on Missouri Highway 141 as a major thoroughfare through both the City of Valley Park and the annexation area.

**(ii) Amended Financial Information**

- (1.) The following table shows the key revenues that would be derived from the annexation area. The table assumes an average increase in revenues of 3% per year for the next 3 years.

*Amended Peerless Park Annexation Area Plan of Intent  
Valley Park, Missouri*

**Table 3  
Estimate of Annual Revenues from the Annexation Area<sup>1</sup>**

Revenue Source	2004	2005	2006
½% Storm water Improvements Sales Tax <sup>2</sup>	\$116,519	\$120,014	\$123,615
½% Capital Improvements Sales Tax	64	66	86
County Sales Tax <sup>3</sup>	127	131	135
Utility Tax <sup>4</sup>	36,621	37,712	38,851
Cigarette Tax	4	4	4
State Road Aid	39	40	41
City Property Tax	103,993	107,112	110,326
<b>Total Projected Revenue</b>	<b>\$257,454</b>	<b>\$265,145</b>	<b>\$273,144</b>

<sup>1</sup>Assumes annual increase of 3%.

<sup>2</sup>Based on 85% of one-half of the St. Louis County 1% sales tax revenue generated the last year that Peerless Park was incorporated.

<sup>3</sup>Based on per capita amount. Provided by St. Louis County department of Planning.

<sup>4</sup>Based on formula for calculation of gross receipts from commercial properties provided by St. Louis County Department of Planning.

Table 4 shows expenditures expected for police and street maintenance services. Street maintenance services include road maintenance, street lighting, snow removal, grass cutting, etc., and are based on costs provided by the former City of Peerless Park. Police services would be provided by the St. Louis County Police Department through a contract with Valley Park. Building inspections and permitting would be provided on an as needed basis. Valley Park requires that costs incurred be paid by the permit applicant. Due to the anticipated type of proposed development within the area proposed for annexation, no additional Valley Park staff or equipment would be needed by Valley Park to service the area for the first three years following the annexation. Due to the character and limited size of the annexation area, no additional city staff and administrative costs are anticipated.

**AMENDED Table 4  
AMENDED Estimate of Annual Expenditures for the Provision of Services  
in the Proposed Annexation Area**

Service	2005	2006	2007
County Police Contract	\$61,458	\$63,302	\$64,327
Trash Fees for Eagle Rock	2,400	2,400	2,400
Street Maintenance	10,516	10,787	12,287
<b>Total Projected Expenditures</b>	<b>\$74,374</b>	<b>\$76,489</b>	<b>\$79,014</b>

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- (2.) Table 5 shows the relevant tax rates within the City of Valley Park and the annexation area. After annexation, the Valley Park tax rate of \$.57/\$100 assessed valuation would be added to the existing tax rate. The types of sales taxes applied would change due to the annexation. The City of Valley Park has a .5% capital improvement tax (pool distribution formula which will generate money for all cities in the pool) and a .5% storm water improvement sales tax.

**Table 5  
2003 Tax Rates**

Tax	Existing Annexation Area Rates	Rate After Annexation Based on 2003 Rates
State of Missouri	0.0300	0.0300
County General	0.1900	0.1900
County Health Fund	0.1650	0.1650
County Park Maintenance	0.0350	0.0350
County Bond Retire	0.0850	0.0850
Road and Bridge	0.1050	0.1050
St. Louis Community College	0.2312	0.2312
Special School District	0.8530	0.8530
Metropolitan Zoo	0.2260	0.2260
County Library	0.1400	0.1400
School-Rockwood	4.5408	4.5408
MSD Extension	0.0190	0.0190
Sewer-Meramec River Basin	0.0700	0.0700
Fire-Fenton	0.8580	0.8580
Sheltered Workshop	0.0850	0.0850
TIF Dist-Peerless	0.0000	0.0000
City Property Tax	0.0000	0.5700
<b>Total Property Tax Rate</b>	<b>\$7.6330*</b>	<b>\$8.2030</b>
St. Louis County Sales Tax	.01	.01
Capital Improvements Sales Tax	.00	.005
Storm Water Improvements Sales Tax	.000	.005

\*Rate for school sub code 110IG, based on commercial rate class.

- (3.) The table below updates the three-year Valley Park General Operating Fund history. Note the ending balance of \$418,263 which is nearly twenty percent (20%) of the total revenues and operates as an internal reserve as the City is committed to a zero-based, balanced budgeting system.



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**AMENDED Table 6  
Valley Park General Operating Fund Three-Year History**

Budget Year	6/30/04	6/30/03	6/30/02
<b>Revenues:</b>			
Taxes	\$2,018,069	\$1,979,040	\$1,830,850
Federal Grant	\$0	\$22,886	\$39,000
State Grant	\$16,674	\$31,468	\$10,400
Licenses, Permits & Fees	\$211,474	\$209,121	\$153,000
Interest	\$5,343	\$4,726	\$10,533
Fines & Forfeitures	\$100,449	\$78,087	\$58,653
Miscellaneous	\$27,621	\$40,755	\$42,168
<b>Total Revenues</b>	<b>\$2,379,630</b>	<b>\$2,366,083</b>	<b>\$2,144,604</b>
<b>Expenditures:</b>			
Administrative	\$525,904	\$479,110	\$454,099
Streets	\$726,892	\$674,687	\$599,221
Parks	\$105,183	\$84,977	\$95,222
Comm. Development	\$137,659	\$108,910	\$164,435
Police	\$737,721	\$692,551	\$659,000
Courts	\$54,640	\$56,094	\$49,110
Flood Department	\$0	\$346	\$2,002
Planning & Zoning	\$20	\$5	\$14
Mayor	\$64,980	\$59,445	\$48,653
Public Image	\$14,763	\$2,489	\$761
Emergency Management	\$3,028	\$3,707	\$14,467
<b>Total Expenditures</b>	<b>\$2,370,790</b>	<b>\$2,162,321</b>	<b>\$2,086,984</b>
<b>Excess</b>	<b>\$8,840</b>	<b>\$203,762</b>	<b>\$57,620</b>
<b>Net Transfer from Water Sale</b>	<b>\$218,131</b>		
<b>Fund Balance, Beginning</b>	<b>\$191,292</b>	<b>(\$13,070)</b>	<b>(\$70,690)</b>
<b>Fund Balance, Ending</b>	<b>\$418,263</b>	<b>\$190,692</b>	<b>(\$13,070)</b>

- (4.) The table below reflects the following commitments of Valley Park, (a) planning and building a 10,000 linear foot sewer system for the sixty-four percent (64%) of the proposed annexation area which has no sewers, as well as increased maintenance of streets from the Eagle Rock Condominiums.

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**AMENDED Table 7  
Projected Revenues & Expenditures  
Annexation Area**

	2005	2006	2007
Revenues	\$255,838	\$263,513	\$271,188
Expenditures	\$285,838	\$293,513	\$301,188

- (5.) Significant capital improvements are proposed by Valley Park. The City will design and engineer and acquire real estate for a sanitary sewer system with an estimated cost of \$1,416,130. It is assumed that real estate, design, studies and permitting will be done in one (1) fiscal year with construction commencing on the lift station over the next two (2) fiscal years, together with limited piping, allowing for limited service, with completion projected in 5 total years. Figures 6 and 6A show costs and location of the proposed infrastructure improvements.
- (6.) The proposed annexation is not expected to have an extraordinary effect on the distribution of tax resources in St. Louis County.
- (7.) Revenue sources which would no longer be available to St. Louis County are shown in Table 8 below.

**Table 8  
St. Louis County Revenue Sources**

Sales Tax	\$131
Cigarette Tax	\$4
State Motor Aid	\$40
Utility Tax	\$36,621

- (8.) Valley Park does not assess development impact fees as a part of new development.
- (9.) A St. Louis County Traffic Generation Assessment Trust Fund area does not exist in the proposed annexation area. The City of Valley Park does not have any policies or ordinances that would prohibit participation in the trust fund.
- (10.) Valley Park does not have any policies or ordinances that would affect existing Subdivision Escrow Accounts in the annexation area.
- (11.) The proposed annexation would increase the tax base for the City of Valley Park by adding to the real property assessed valuation and the commercial tax base of the City. The annexation area would benefit from the revenues available from the larger tax base associated with the Valley Park. There would be no negative impact to the ability to raise revenue of the annexation area, the City of Valley Park, any adjoining areas, or St. Louis County as a result of the annexation proposal.

*Amended Peerless Park Annexation Area Plan of Intent  
Valley Park, Missouri*

(iii) Services

(1.) Below is list of services provided in each of the areas.

**Table 9  
Service Provision**

Service	Provider Prior to Annexation	Provider After Annexation
Police Protection	St. Louis County	St. Louis County
Street Maintenance	St. Louis County	City of Valley Park
Building Code Enforcement	St. Louis County	St. Louis County
Street Lighting	St. Louis County	St. Louis County
Municipal Court	St. Louis County	City of Valley Park
Planning & Zoning	St. Louis County	Valley Park
Snow Removal	St. Louis County/Missouri Department of Transportation	City of Valley Park/Missouri Department of Transportation
Residential Garbage and Recycling Collection	Private Hauler	Valley Park
Parks and Recreation	St. Louis County	City of Valley Park

Fees for services will change little upon annexation. Various administrative services provided by the City of Valley Park and St. Louis County such as building code enforcement and planning and zoning services are on a fee basis, varying little between the communities.

- (2.) Due to the commercial nature of the proposed annexation area, the principal services that would be provided by Valley Park for this area are street maintenance, snow removal, building code enforcement, planning and zoning, and street lighting. Valley Park would not be responsible for providing garbage collection for commercial establishments.
- (3.) Although, the Meramec River is located between the two communities, it is not considered a "natural barrier" because Missouri Highway 141 provides excellent access between the existing City of Valley Park and the proposed annexation area. The existence of the Meramec River will not impede the efficient delivery of services to the proposed annexation area.
- (4.) The city of Valley Park has adopted zoning and subdivision regulations, flood plain management regulations, and the BOCA building code that dictate standards and policies regarding acceptance of roads, sidewalks, street lights, land and other facilities. No private land or facilities would be accepted into the city for maintenance until they meet current city standards, which are outlined in these regulations.
- (5.) All services will be provided to the proposed annexation area immediately upon the earliest allowable date: six (6) months after the successful vote for annexation into the City. Residents will not see any changes in the Public or Private Services Sectors, including fire protection, as the area annexed will continue to have services from Fenton and Valley Park Fire Protection Districts and St. Louis County Police and Public Works currently and will continue to service the area. Capital and maintenance projects will be presented to the residents and property owners and businesses for prioritizing schedules during the transition period.

**iv. Amended Zoning/Land Use**

- (1.) The following table shows existing land use in the annexation area as a percentage of the total number of acres. Figures 4 and 5 show existing and proposed zoning in the annexation area.

**Table 10  
Existing Land Use in Annexation Area**

<b>Land Use Classification</b>	<b>Percentage of Total Acreage</b>
Commercial	8.7%
Industrial	53.0%
Institutional/Governmental	.2%
Single-family Residential	.6%
Multi-family Residential	.1%
Right-of-Way	24.9%
Vacant	12.6%

- (2.) See Attachments Section
- (3.) **The City has entered into an Annexation Agreement with Drury Development Company and Timothy Drury which is incorporated fully herein, as set forth in Section 4 – Supporting Documents, 1A – Authorizing Ordinance and Agreement. The Agreement obligates the City to amend the Plan of Intent by incorporating the terms of the Agreement in the Plan, by agreeing to rezone the property in a site-specific zoning reflecting the former Peerless Park zoning; by subordinating certain economic activity taxes, sales taxes and property taxes to the 18 years remaining in an existing TIF and to propose to incorporate all of Meramec Station Road to the western City limits and not to require certain road improvements on exactions by Drury Development Company or Timothy Drury and setting forth business license fees.**
- (4.) No nonconformities would be created by the annexation proposal.
- (5.) Previously, the City of Peerless Park did not have any type of flood plain regulations and did not participate in the Federal flood insurance program. St. Louis County does participate in the Federal flood insurance program and has flood plain development regulations. The City of Valley Park has adopted a Flood Plain Development Ordinance based on a FEMA model. The ordinance relies on the flood insurance rate maps and the flood study prepared for all of St. Louis County. These regulations will be enforced in the area to be annexed.
- (6.) There is no prospective development that would be affected directly or indirectly by the proposed annexation.
- (7.) Both the City of Valley Park and the annexation area utilize the BOCA building code. Presently, St. Louis County reviews plans and issues building permits for this area. Upon annexation, development plans will be reviewed by the City of Valley Park according to the city regulations. No conflicts are expected.

*Amended Peerless Park Annexation Area Plan of Intent  
Valley Park, Missouri*

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- (8.) Valley Park anticipates that the area in the northwest quadrant of Interstate 44 and Highway 141 will experience some redevelopment, and this area will be incorporated into an area plan that is programmed to be developed for the industrial and commercial areas of the City of Valley Park.

v. Summary

The proposed annexation of the area to the City of Valley Park is in the best interest of both areas. It will provide the annexation area with competent municipal services and ensure that present and anticipated development in the annexation area is consistent with the adjoining development in Valley Park.

Specifically, the annexation is in the best interest of Valley Park inasmuch as:

1. The annexation allows the City of Valley Park, Missouri, to replace its retail business district which was removed by the new construction of Missouri Highway 141 from 1990 to 2003. That road widening and moving of the Union Pacific Railway overpass caused the City to lose a grocery store, dairy, restaurant, meat market, dry cleaner, and several other retail establishments. Because of natural topographic constrictions and the presence of a main line of the Burlington-Northern Railway, there is no opportunity, geographically, for the City to regain these or like-kind commercial enterprises within the former downtown area. The addition of this new area along Missouri Highway 141 and the Interstate 44 Outer Road would restore some of the lost establishments caused by the road reconstruction. It should be noted that many Valley Park residents utilize and staff the former Peerless Park businesses, and some of the businesses of former Peerless Park utilize Valley Park fire protection, and residents of the former Peerless Park area attend Valley Park parochial schools, churches, and other Valley Park destinations. This annexation merely formalizes a long-standing relationship and allows fifty (50) new citizens to enjoy services already available to residents of Valley Park. **A Petition received by the Commission demonstrates wide residential support.**
2. The annexation allows for future commercial expansion by the City, which is currently geographically limited as set forth above.
3. The annexation allows the City to regulate future growth and development to the main access of the City, via Missouri Highway 141 and Interstate 44, on the south. In the past, development in the former Peerless Park was unplanned and poorly regulated due to the lack of a comprehensive plan and lack of flood plain regulations. Valley Park has had several planned developments in the past decade in harmony with flood plain development and has demonstrated an ability to plan and coordinate quality developments in the Big Bend/Dougherty Ferry areas of the City. This type of planned development should logically be extended to the former Peerless Park area, together with possible development incentives which Valley Park can more easily offer through abatements, TIFs, NIDs, or other development tools.
4. The annexation is a revenue-neutral proposition for St. Louis County as the minimal loss of utility taxes would be more than offset by an increase in a police services contract (which Valley Park has through 2007 with St. Louis County) based on former Peerless Park contract pricing. **Further, Valley Park has committed \$1.4 million to put a sanitary sewer in service.**
5. Finally, annexation would help equalize the economic disparity between Valley Park and its neighboring communities and allow the City to enhance both its services and community image.

**Section 4 – Supporting Documents**

The following amended documents shown in **bold** are attached as supporting material to this proposal:

1. **Certified copy of Ordinance 1652 approving an Annexation Agreement with Drury Development Corporation and Timothy M. Drury and Authorizing the Amendment of the Plan of Intent**
2. List of sites that can accommodate a public hearing for this proposal
3. Copy of legal opinion to the City of Valley Park stating that all statutory requirements have been satisfied
4. Letter from City of Valley Park stating it does not seek any change in fire protection and emergency medical services
5. Draft Notice of Public Hearing
6. **Amended Legal Description of the area covered in the proposal**
7. Letter from the City of Valley Park identifying a proposed effective date for the proposed boundary change

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

I, Marguerite Wilburn, City Clerk within and for the City of Valley Park, St. Louis County, Missouri, do hereby certify that the foregoing constitutes a full, true, and complete copy of Ordinance 1652 passed by the Board of Aldermen on the 4th day of October 2004 and approved by the Mayor on the 4th day of October 2004 as fully as the same appears of record in my office in the Book of Ordinances of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix the seal of the City of Valley Park, Missouri, at my office in said City, this 11th day of October 2004.

Marguerite Wilburn  
Marguerite Wilburn, City Clerk



BILL NO. 1793

ORDINANCE NO. 1652

\*\*\*\*\*

**AN ORDINANCE APPROVING AN  
ANNEXATION AGREEMENT WITH  
DRURY DEVELOPMENT CORPORATION  
AND TIMOTHY M. DRURY AND AUTHORIZING  
THE AMENDMENT OF THE PLAN OF INTENT TO  
ANNEX FORMER PEERLESS PARK, MO,  
TO CONFORM THERETO**

\*\*\*\*\*

WHEREAS, the City of Valley Park, Missouri, having reached an agreement with Timothy M. Drury, individually, and Drury Development Corporation as to the rights and duties of those parties should an annexation occur, and

WHEREAS, the terms of the agreement require the City of Valley Park, Missouri, to take certain steps to implement that agreement and the City desires to authorize the Plan of Intent filed with the St. Louis County, Missouri, Boundary Commission in 2004 to incorporate the agreement,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF VALLEY PARK, MISSOURI, AS FOLLOWS:

**Section One**

An agreement as is attached hereto as Exhibit A with Drury Development Corporation and Timothy M. Drury, individually, is hereby approved and the Mayor and other necessary City officials are hereby authorized to execute same.

**Section Two**

The terms of the Annexation Agreement attached hereto as Exhibit A shall be incorporated within an amended Plan of Intent which shall be further amended by adjusting maps to reflect the increased area caused by taking the entire width of Meramec Station Road.

**Section Three**

This Ordinance shall become effective from and after its passage and upon approval by the Mayor.

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF October, 2004.

Dan Michel  
DAN MICHEL, Mayor

ATTEST:

Marguerite Wilburn  
MARGUERITE WILBURN  
City Clerk

## ANNEXATION AGREEMENT

This Annexation Agreement (this "Agreement") is made and entered into as of this 11<sup>th</sup> day of October, 2004, by and between the **City of Valley Park, Missouri**, a city of the fourth class (the "City"), **Drury Development Corporation**, (formerly known as Druco, Inc.) a Missouri corporation ("DDC") and Timothy M. Drury, a resident of St. Louis County, Missouri ("TMD").

### RECITALS

**WHEREAS**, DDC and TMD (hereinafter collectively referred to as the "Owners") own certain real property (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, alley and highways) immediately outside of the City's borders and as more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

**WHEREAS**, the City has applied to the St. Louis County, Missouri, Boundary Commission (the "Boundary Commission") for approval of a boundary change whereby the City would annex several tracts of property in St. Louis County, Missouri (the "County") and formerly in the City of Peerless Park, Missouri ("Peerless Park"), including the Property as more particularly described on Exhibit B, attached hereto and incorporated by this reference (the "Annexation Area");

**WHEREAS**, the Property is subject to a Redevelopment Plan adopted by the City of Peerless Park, Missouri, by Ordinance No. 2-1997, and subsequently reaffirmed by the County, under Missouri's Real Property Tax Increment Allocation Redevelopment Act, sections 99.800-99.875 of the Revised Statutes of Missouri (the "TIF Act") which Redevelopment Plan and the Redevelopment Agreement adopted pursuant to said Redevelopment Plan vests certain rights to the developer and liabilities as to the governing body and is incorporated herein by reference (the "Redevelopment Plan");

**WHEREAS**, the City recognizes that commercial development of the Property will be beneficial to the City and the residents of the City and County, and the City recognizes that the Owners have previously established that they would not have been able to undertake an economically feasible commercial development of the Property without receiving the assistance available under the TIF Act;

**WHEREAS**, the Property is currently zoned C-8 pursuant to the zoning ordinances of St. Louis County, Missouri (the "County") and is subject to a site specific County ordinance authorizing a phased development and that building and development permits have been approved for the Property by the County Department of Public Works;

**WHEREAS**, the City desires to assist in completing the development of the Property and performance of the existing Redevelopment Agreement between DDC and County, successors to the City of Peerless Park, Missouri; and

WHEREAS, the City and the Owners agree to facilitate, cooperate and do all those acts necessary for the development of the Property by Owners;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

### SECTION I - ANNEXATION

1.1 Plan of Intent. Upon passage of an ordinance authorizing execution of this Agreement, the City shall proceed with all steps necessary and appropriate to carry out and perfect the annexation, including, without limitation, the prompt enactment by the City of such resolutions and ordinances as may be necessary or convenient and the perfection of a certain Plan of Intent titled Peerless Park Annexation Area, as of June, 2004 incorporated herein by reference (the "Plan of Intent") which has been submitted to the Boundary Commission. Prior to seeking final approval by the Boundary Commission, the City shall revise the Plan of Intent with notice to the Boundary Commission to conform to the provisions of the Agreement. In the event the Boundary Commission rejects the Plan of Intent as submitted and revised in accordance with this Agreement or fails to allow a vote on the same or in the event the registered voters fail to approve the annexation, Owners shall have the right to terminate this Agreement upon written notice to the City.

1.2 Zoning. The Property is currently zoned Commercial (C-8) by the County. Prior to the disincorporation of Peerless Park, the Property was zoned C-2, Commercial Development District, a copy of such ordinance is attached hereto and incorporated herein as Exhibit C ("Peerless Park Zoning"). In the event the City is successful in annexing the Property, the City shall, immediately upon annexation, adopt in its entirety, without revision, an ordinance providing for the equivalent of the Peerless Park Zoning within the City and apply such zoning to the Property. For the term of this Agreement, the City shall not adopt any law, regulation, order or other matter that is more restrictive with respect to zoning, subdivision, building regulations, storm water drainage and detention, signs and graphics or any other matter affecting the development and use of the Property than would be applicable to the Property under City ordinances in effect upon the date of this Agreement, as said matters are modified with respect to the Property pursuant to the provisions of this Agreement, provided that nothing in this paragraph shall be construed to prevent the adoption of any amendment to the City's zoning ordinances which are required to be adopted by future enactments of Missouri Revised Statutes or other zoning enabling authority, and provided further that nothing in this paragraph shall be construed to prevent the granting by the City of a change of zoning classification for the Property or any portion thereof upon application for same by the Owners or their respective successors in interest. If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting subdivisions, zoning, storm water drainage and detention, signs or graphics, building regulations other than uniform codes prepared from time to time by the Building Officials and Code Administrators International, Inc. or by the National Fire Protection Association, Inc. and adopted by the City without modification, or other matters affecting the Property are

amended or modified in a manner (i) to impose more restrictive requirements on the development of, or construction upon, properties in the City, then said matters as they are in effect on the date of this Agreement shall control rather than said more restrictive matters, or (ii) to impose less restrictive requirements on development of, or construction upon, properties within the City, then the benefit of such less restrictive requirements shall inure to the benefit of the Owners, DDC or successor developer and anything to the contrary contained herein notwithstanding, the Owners, DDC or successor developer may elect to proceed pursuant to the less restrictive amendment or modification applicable generally to all properties within the City.

1.3 Permits and Governmental Approvals. In the event the City is successful in annexing the Property the City shall, immediately upon annexations, ratify and affirm all existing permits and governmental approvals which apply to the Property on the date of annexation, including, but not limited to permits issued by the County Department of Public Works and site plan approvals.

1.4 Business Licenses. Prior to seeking final approval from the Boundary Commission, the City shall amend Chapter 605.100 of its municipal code to expressly provide that business licenses for hotels shall be a fixed, flat fee per hotel establishment of \$100 per year. Thereafter, the City shall not seek to increase the business license fee or impose a business license tax on hotels during the term of this Agreement.

1.5 Meramec Station Road. Prior to seeking final approval from the Boundary Commission, the City shall amend the Plan of Intent to include all that portion of Meramec Station Road adjacent to the Annexation Area. If the Property is annexed into the City, Owners shall not be required to raise the elevation of any portion of Meramec Station Road as a condition of developing all or any part of the Property.

1.6. Owners Support of Annexation. Subject to the terms and conditions of this Agreement, Owners agree to actively support the Plan of Intent and take all reasonable steps to assist the City in perfecting the contemplated annexation.

## **SECTION II - REDEVELOPMENT AGREEMENT**

2.1 Redevelopment Plan. In the event the City is successful in annexing the Property the City shall ratify in its entirety by ordinance with amendments set forth herein, "The Peerless Park Tax Increment Financing Redevelopment Plan" adopted by the former City of Peerless Park, Missouri, by Ordinance No. 2-1997, (the "Redevelopment Plan"). The only substantive changes to the Redevelopment Plan shall be: (a) substitution of the responsible municipality from Peerless Park and, its successor, St. Louis County to Valley Park; (b) modification of development schedule to provide for redevelopment to occur within the remaining maximum time period permitted by the TIF Act; (c) a pledge of the City to allocate to the Special Allocation Fund one hundred percent (100%) of all City economic activity taxes (as defined in the TIF Act) generated within the redevelopment area delineated in the Redevelopment Plan and the equivalent of fifty percent (50%) of any and all City revenue generated within said redevelopment area including but not limited to sales taxes on hotel rooms and business licenses; and (d)

clarification that the local taxes generated by the Shell Service Station site previously located in the redevelopment area but relocated outside said redevelopment area shall not be subject to the Redevelopment Agreement but that taxes from any redevelopment of the former Shell Service Station site shall be captured in accordance with the TIF Act and Redevelopment Act, as amended.

2.2 Redevelopment Agreement. The City shall cause the Redevelopment Agreement between the City of Peerless Park and DDC and their successors, as amended, to be assigned from St. Louis County to the City. The City and Owner shall modify the Redevelopment Agreement to incorporate the Redevelopment Plan amendments referenced in 2.1 herein within forty-five (45) days following adoption of said amendments by ordinance of the City.

2.3 City Cooperation. To the extent permitted by law, the City agrees that it shall not enact any ordinances and/or regulations, including but not limited to, planning, zoning, and the subdivision of land which interferes or unduly restricts the construction, development and operation of the Property subject to the Redevelopment Plan, including, but not limited to, enacting any type of zoning that would allow for the construction or operation of an adult entertainment establishment within five (5) miles of the Property.

### SECTION III – MISCELLANEOUS PROVISIONS

3.1 Schedule. The parties acknowledge that 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, the City agrees that the City shall not unreasonably withhold or delay any City action required to carry out the terms, provisions and intent of this Agreement, provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

3.2 Term. Unless otherwise provided herein, this Agreement shall remain in full force and effect for a period of eighteen (18) years following its execution.

3.3 Owners' Right of Termination. The Owners may terminate this Agreement, for any reason, at any time prior to the effective date of annexation upon giving the City thirty (30) days' written notice. After the effective date of annexation, in the event the City breaches any one or more of these covenants, and fails to cure such breach within thirty (30) days after Owners shall have given City written notice thereof, Owners may, at their election: (i) enforce this Agreement, by equity through an injunction, to the entry of which the City shall consent, without the necessity of bond and City shall reimburse Owners for all costs incurred as a result thereof; or (ii) terminate this Agreement and file a Petition for de-annexation, which the City covenants that it shall not

contest, and the Owners shall have no further liability to the City under this Agreement or otherwise. Owners shall have the right, at any time, in Owners' sole and absolute discretion, for any reason or for no reason, to terminate this Agreement and file a Petition for de-annexation, which City covenants that it shall not contest, and Owners shall have no further liability to the City under this Agreement or otherwise, in which case Owners shall pay the costs and attorneys' fees incurred by Owners in conjunction with the de-annexation. If the Owners elect to de-annex the Property pursuant to this paragraph, the City shall cause all of 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 de-annexation. The remedies of injunction and de-annexation available to the Owners shall be in addition to any other rights and remedies the Owners have at law or in equity on account of the City not performing its obligations. Owners' rights of termination shall be incorporated into the Plan of Intent.

3.4 Notices. All notices and correspondence hereunder shall be in writing and shall be delivered by hand-delivery, facsimile or first class mail, postage prepaid, to the parties set forth below:

**If to the City:** City of Valley Park  
320 Benton Street  
Valley Park, MO 63088  
Attention: Dan Michel, Mayor

with a copy to: Eric M. Martin  
109 Chesterfield Business Parkway  
Chesterfield, MO 63005

**If to DDC:** Drury Development Corporation (f/k/a Druco, Inc.)  
8315 Drury Industrial Parkway  
St. Louis, MO 63114  
Attention: Jacqueline D. Pollvogt, General Counsel

**If to TMD:** Timothy M. Drury  
8315 Drury Industrial Parkway  
St. Louis, MO 63114

3.5 No Third Party Beneficiaries. This Agreement constitutes a contract solely between the City and Owners. No third party has any beneficial interest in or derived from this Agreement.

3.6 Severability. If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

3.7 No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

3.8 Representations and Warranties. The Owners and the City each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be; (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party; and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

3.9 Entire Agreement. This Agreement contains the entire understanding of the parties in respect to the subject matter contained herein. There are no agreements, restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

3.10 Governing Law. This Agreement shall be governed by the laws of the State of Missouri, without regard to the conflict of laws principles thereof. Except as prescribed by law, venue for any actions related to this Agreement shall be St. Louis, Missouri.

3.11 Counterparts. This Agreement may be signed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.12 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 successors or assigns, including successor corporate authorities of the City. Agreements herein for the benefit of the Owners shall be for the Owners, their respective successors and assigns with respect to the Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF VALLEY PARK

By: Dan Michel

DAN MICHEL, Mayor  
President

DRURY DEVELOPMENT  
CORPORATION

By: Timothy M. Drury

TIMOTHY M. DRURY,

ATTEST:

Marquerite Wilburn

Marquerite Wilburn, City Clerk

Timothy M. Drury

TIMOTHY M. DRURY,



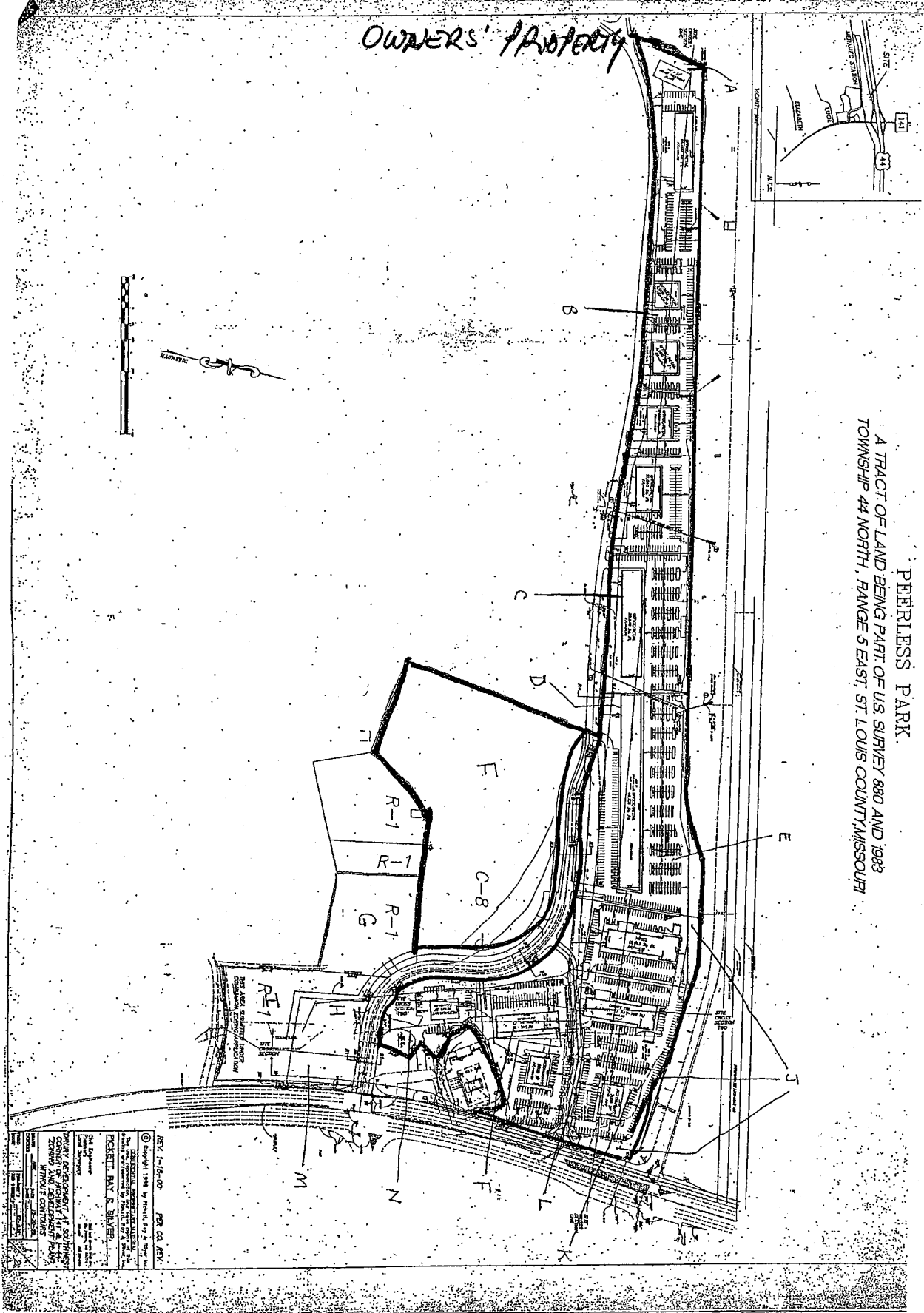
**EXHIBIT A**

**Owner's Property**

# EXHIBIT A

OWNERS' PROPERTY

PEERLESS PARK  
 A TRACT OF LAND BEING PART OF U.S. SURVEY 880 AND 1983  
 TOWNSHIP 44 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI



REV. 1-16-00 PER. CO. ARCH.  
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 CONDITIONAL SUBMITTAL UNDER  
 THE ARCHITECTURAL ASSOCIATION  
 OF MISSOURI  
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 ARCHITECTS  
 1000 N. GARDNER ST.  
 ST. LOUIS, MO 63102  
 (314) 433-1111  
 FAX (314) 433-1112  
 WWW.PECKERTANDP.COM  
 PECKERT AND P. ARCHITECTS  
 1000 N. GARDNER ST.  
 ST. LOUIS, MO 63102  
 (314) 433-1111  
 FAX (314) 433-1112  
 WWW.PECKERTANDP.COM

**EXHIBIT B**

**Annexation Area**



**EXHIBIT B**  
**Peerless Park**  
**Annexation Area**  
 Valley Park City Limits

- Proposed Annexation Area
- City of Valley Park
- Unincorporated St. Louis County
- Twin Oaks
- Manchester
- Edison
- Des Peres



**EXHIBIT C**

**Peerless Park Zoning**

INTRODUCED BY ALDERMAN McCOLE

BILL NO. 2-1997

ORDINANCE NO. 5-1997

AN ORDINANCE AMENDING THE PEERLESS PARK MUNICIPAL CODE BY ADDING A NEW SECTION, 400.095, ENTITLED, "'C-2' COMMERCIAL DEVELOPMENT DISTRICT", ESTABLISHING A NEW COMMERCIAL DEVELOPMENT ZONING DISTRICT IN THE CITY OF PEERLESS PARK, MO.

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WHEREAS, the Board of Aldermen of the City of Peerless Park desires to add a new zoning district classification to its Municipal Code to supplement and enhance its presently existing zoning codes, to-wit: a "C-2" Commercial Development District; and

WHEREAS, due and proper notice of a public hearing on said zoning ordinance was held on Friday, February 14, 1997, at 9:30 a.m., before the Board of Aldermen of the City of Peerless Park and was duly published in the Watchman Advocate, an official newspaper in the City of Peerless Park; and

WHEREAS, said hearing was open by the Board of Aldermen on February 14, 1997, and all statements, comments and objections made by those present concerning the zoning amendment were duly heard and considered by the Board.

NOW, THEREFORE, Be it Ordained by the Board of Aldermen of the City of Peerless park, Missouri, as follows:

Section 1. That the city zoning code be amended to add Section 400.095, "'C-2' Commercial Development District".

Section 2. That attached is a copy of said new section as it should be incorporated in the city code.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED by the Board of Aldermen of the City of Peerless Park, Missouri, this \_\_\_\_\_ day of Feb. 14, 1997.

  
\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

**ADD NEW SECTION:**

**Section 400.095.      "C-2" - Commercial Development District**

The "C-2" Commercial Development District is intended, by Site Plan Approval and other procedures hereinafter set forth to primarily accomodate a mix of hotel, restaurant, office, light manufacturing, retail and commercial uses which are compatible in scale and intensity.

**1.      Permitted Uses**

Any structure or land in the "C-2" District may be used for the following purposes, subject to all of the other provisions and limitations of this Ordinance.

- (1) Any use permitted in the "C" District;
- (2) Hotels and motels;
- (3) Light Manufacturing;
- (4) Commercial Parking Facility;
- (5) Fast food restaurants;
- (6) Vehicle Service or Filling Station;
- (7) Public utility substations and transmission facilities;
- (8) All accessory buildings and uses customarily incident to the above.

**2.      Conditional Uses**

The Board of Aldermen may authorize the following land uses and development by Conditional Use Permit.

- (a) Arcades or video games;
- (b) Dry cleaning plant or facility;
- (c) Nursing or retirement homes.

**3.      Use Regulations**

(a) Lot Size Requirements:

- (1) Minimum lot area:                      7,500 square feet
- (2) Minimum lot width:                    50 feet
- (3) Minimum lot depth:                    75 feet

(b) Building Bulk Regulations:

- (1) Maximum structure height:    One Hundred (100) feet to roof plus mansards, parapets or other extensions
- (2) Maximum site coverage:        Ninety percent (90%)

(3) Maximum floor area ratio: Eight-tenths (.80)

(c) Yard and Setback Requirements may be measured vertically on sites elevated more than twenty (20) feet above surrounding or adjacent land:

1. Minimum front yard: No building or structure shall be located closer than Twenty (20) feet from a public right-of-way.
2. Minimum side yard: No building or structure shall be located closer than five (5) feet from a side lot line.
3. Minimum rear yard: No building or structure shall be located closer than five (5) feet from a rear lot line.

(d) Off Street Parking and Loading Requirements: Off Street Parking and Loading Requirements as set forth in Chapter 530 of the Municipal Code of the City of Peerless Park with the following variations:

1. 90° Off Street Parking shall have a minimum Stall Width of 8'8" and 18'6" minimum stall to curb. (Ref. 530.020 A)
2. No unenclosed parking or loading space or internal drive, except for ingress and egress drives, shall be closer to the street right-of-way than five (5) feet. (Ref. 530.030 D (1))
3. The minimum parking requirement for Theaters shall be 1 space for every 4.5 seats. (Ref. 530.050)
4. Parking may be shared between two (2) or more buildings, structures or uses, or by mixed uses, on the condition that:
  - A. The building, structure or use utilizing the shared parking has the right to use the shared parking pursuant to deed, easement or lease; and
  - B. The parking spaces required are provided and used jointly between two (2) or more uses that do not normally operate at peak capacity during the same hours.

(e) Sign Requirements: Sign Requirements as set forth in Chapter 510 of the Municipal Code of the City of Peerless Park with the following variations:

1. Wall signs may be erected to extend beyond the top of the wall to which they are attached provided that the wall is constructed with a parapet and, further provided that the wall sign does not extend beyond the parapet unless meeting all requirements for projecting signs or ground signs, as the case may be. (Ref. 510.180)



2. Each premise shall be allowed a maximum gross sign area of:

A. Six Hundred (600) square feet of sign area for signage attached to a building or structure. Such signage shall be allowed on no more than three (3) sides of a building or structure with a maximum of Two Hundred (200) square feet of sign area per side of a building or structure; and

B. Six Hundred (600) square feet of free standing signage with no more than Four Hundred (400) square feet of sign area per free standing sign.

4. **Site Plan Approval Required**

Site Plan Approval is required for all proposed developments in the "C-2" Commercial Development District. Upon submission to the Building Commissioner, or appropriate City official as may be designated by the Board of Aldermen, of a Site Plan that meets the requirements of this section 400.095, the Site Plan shall be approved and, upon application, all appropriate permits shall be issued.

## Former Peerless Park Land to be Annexed

### AMENDED Land Description

A tract of land in U.S. Surveys 879, 880, and 1883, Township 44 North, Range 5 East of the 5<sup>th</sup> Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the center of the deepest channel of the Meramec River, and the northerly projection of the easterly line of the "Thomas Allen's Estate", as depicted on "ALLEN'S VALLEY PARK SUBDIVISION", a subdivision recorded in Plat Book 3, Page 59, St. Louis County records; thence along said projection, along said easterly line, and crossing interstate 44, South 09 degrees 00 minutes 00 seconds West 2526.10 feet, more or less, to the northeasterly corner of Lot 4 of said subdivision; thence along the easterly line of said Lot 4 South 19 degrees 36 minutes 00 seconds East 325.71 feet; thence continuing along said easterly line South 01 degrees 35 minutes 00 seconds East 345.18 feet; thence westerly along the north line of the property described in St. Louis County locator number 27Q64-0634; South 1 degree 33 minutes East, 97.39 feet to a point; thence South 78 degrees 5 minutes West 200 feet to a point; thence South 48 degrees 22 minutes 13 seconds West, 216.65 feet to a point, said point being in the East right-of-way line, of Thornhedge Drive; thence South 80 degrees 58 minutes 19 seconds West 50 feet to the West right-of-way line of Thornhedge Drive; thence South 9 degrees 1 minute 41 seconds East, along the West line of Thornhedge Drive, 383.32 feet to a point of curve of a curve to the left having a radius of 259.74 feet; thence along said curve to the left 11.68 feet to a point, said point being the Northeast corner of Lot 5 of Ward Acres Subdivision Book 75, Page 47; thence along the north line of said Lot 5 South 78 degrees 23 minutes 43 seconds West, 195.23 feet to a point; thence South 38 degrees 38 minutes West, 59.50 feet to a point, said point being the Northwest corner of said Lot 5; thence South 38 degrees 38 minutes West 387.70 feet along the north line of Lots 6, 7 and 8 of Ward Acres Subdivision to a point, said point being the Northwest corner of Lot 8 of Ward Acres Subdivision, St. Louis County thence along the westerly line of said Lot 8 South 27 degrees 00 minutes 04 seconds East 278.75 feet to a point; thence along the southerly line of said Lot 8 and along the easterly projection thereof North 79 degrees 52 minutes 00 seconds East 71.42 feet to the aforesaid northwesterly line of Valley Park Road; thence along said northwesterly line South 38 degrees 38 minutes 00 seconds West 8.25 feet; thence continuing along said northwesterly line South 37 degrees 56 minutes 00 seconds West 378.23 feet to the easterly line of Missouri State Highway 141; thence along said easterly line, southerly on a curve to the left having a radius of 915.40 feet and a chord which bears South 30 degrees 52 minutes 22 seconds East 155.57 feet, an arc distance of 155.75; thence continuing along said easterly line South 35 degrees 44 minutes 50 seconds East 828.93 feet to the southerly line of aforesaid U.S. Survey 1883; thence

along said southerly line, crossing Missouri State Highway 141, and along the southerly line of "VALLEY PARK HILLS", a subdivision recorded in Plat Book 7, Page 75, St. Louis County records, North 88 degrees 41 minutes 00 seconds West 1187.63 feet to the westerly line of Adjusted Lot 2 of the "A RESUBDIVISION OF LOTS 1 & 2 of CENTURION WEST and Adjusted Lots 3 & 5 of THE RESUBDIVISION OF LOTS 3, 4 & 5 OF CENTURION WEST, a subdivision recorded in Plat Book 283, Page 9, St. Louis County records; thence along said westerly line North 14 degrees 46 minutes 45 seconds East 247.89 feet; thence continuing along said westerly line North 30 degrees 40 minutes 18 seconds West 403.59 feet to the centerline of Elizabeth Avenue (40 feet wide), as depicted of the aforesaid "VALLEY PARK HILLS"; thence along said centerline North 81 degrees 14 minutes 00 seconds East 259.00 feet to the southerly projection of the easterly line of Parcel B of "J.M. MANOR"; a subdivision recorded in Plat Book 151, Page 33, St. Louis County records; thence along said projection and along said easterly line North 08 degrees 46 minutes 00 seconds West 289.53 feet to the southerly line of Parcel A of said subdivision; thence along said southerly line North 70 degrees 54 minutes 00 seconds West 16.75 feet; thence along said easterly line and along the northerly project thereof North 08 degrees 19 minutes 00 seconds West 346.50 feet to the centerline of Lucle (40 feet wide) Avenue, as depicted on the aforesaid "VALLEY PARK HILLS; thence North 78 degrees 34 minutes 00 seconds East 29.10 feet to a point, said point being on the westerly line of aforesaid Missouri State Highway 141, as widened; thence along said westerly line North 09 degrees 54 minutes 58 seconds West 319.24 feet, more or less;

thence continuing along said westerly line North 02 degrees 18 minutes 41 seconds West 201.81 feet, more or less, to the northerly line of the land of Russell E. Fischer, et ux, as recorded in Deed Book 8065, Page 1354, St. Louis County records; thence along said northerly line South 80 degrees 00 minutes 43 seconds West 223.00 feet, more or less, to the westerly line of Lot 9 of aforesaid "VALLEY PARK HILLS"; thence along said westerly line North 10 degrees 00 minutes 00 seconds West 122.08 feet to the centerline of Valley (40 feet wide) Avenue, as depicted on said subdivision plat; thence along said centerline South 68 degrees 00 minutes 00 seconds West 44.88 feet; thence continuing along said centerline South 78 degrees 00 minutes 00 seconds West 264.00 feet; thence continuing along said centerline South 84 degrees 00 minutes 00 seconds West 198.00 feet; thence continuing along said centerline South 48 degrees 00 minutes 00 seconds West 115.50 feet; thence continuing along said centerline South 27 degrees 00 minutes 00 seconds West 162.03 feet to the southerly line of Lot 4 of said subdivision; thence along said southerly line North 81 degrees 00 minutes 00 seconds West 316.80 feet to the westerly line of said subdivision; thence along said westerly line North 09 degrees 00 minutes 00 seconds East 627.28 feet to the southernmost right of way line of Meramec Station (40 feet wide) Road; thence along said southern line South 82 degrees 10 minutes 00 seconds West 193.27 feet; thence continuing along said southern line South 80 degrees 25 minutes 51 seconds West 474.34 feet; thence

continuing along said southern line South 85 degrees 55 minutes 08 seconds West 516.62 feet; thence continuing along said southern line South 80 degrees 43 minutes 15 seconds West 533.60 feet; thence continuing along said southern line South 70 degrees 48 minutes 34 seconds West 342.81 feet; thence continuing along said southern line South 57 degrees 59 minutes 22 seconds West 184.32 feet to the westerly line of the land of Outdoor Systems, Inc. as recorded in Deed Book 11087, Page 1284, St. Louis County records; thence along said westerly line and the northerly projection thereof, crossing Interstate 44, North 11 degrees 13 minutes 26 seconds East 662.11 feet to the northerly line of Interstate 44 (320 feet wide); thence along said northerly line South 77 degrees 28 minutes 00 seconds West 1313.78 feet to the westerly line of the land of James R. Hill, et ux, as recorded in Deed Book 8972, Page 2455, St. Louis County records; thence along said westerly line North 22 degrees 45 minutes 30 seconds East 786.23 feet; thence continuing along said westerly line, and along the westerly line of the land of First National Realty Co., Inc., as recorded in Deed Book 8832, page 313 St. Louis County records, crossing the Burlington Northern Railroad, and along the westerly line of the land of First National Realty Co., Inc., as recorded in Deed Book 8039, page 2148, St. Louis County records, North 16 degrees 54 minutes 00 seconds West 2811.89 feet, more or less, to the center of the deepest channel of the Meramec River; thence along said center South 81 degrees 09 minutes 00 seconds East 963.81 feet; thence continuing along said center North 89 degrees 06 minutes 00 seconds East 635.05 feet; thence continuing along said center North 86 degrees 51 minutes 00 seconds East 818.02 feet; thence continuing along said center North 84 degrees 31 minutes 34 seconds East 1174.55 feet; thence continuing along said center North 85 degrees 18 minutes 11 seconds East 1172.87 feet; thence continuing along said center South 69 degrees 09 minutes 41 seconds East 386.99 feet; thence continuing along said center North 85 degrees 13 minutes 36 seconds East 421.07 feet; thence continuing along said center South 87 degrees 26 minutes 40 seconds East 1201.93 feet to the point of beginning of this description and containing 520 acres, more or less. SUBJECT TO the rights of way of Interstate 44, Missouri State Highway 141, Burlington Northern Railroad, and various streets and roads contained herein. SUBJECT TO the Meramec River. ALSO SUBJECT TO the results of an accurate land survey; this description being prepared from available records only.

**Amended Attachments**

Figure 2 - Map of Proposed Annexation Area and Valley Park City Limits

Figure 6 - Proposed Sanitary Sewer Improvements

Figure 6A - Cost Estimate of Sewer Improvements

Figure 2

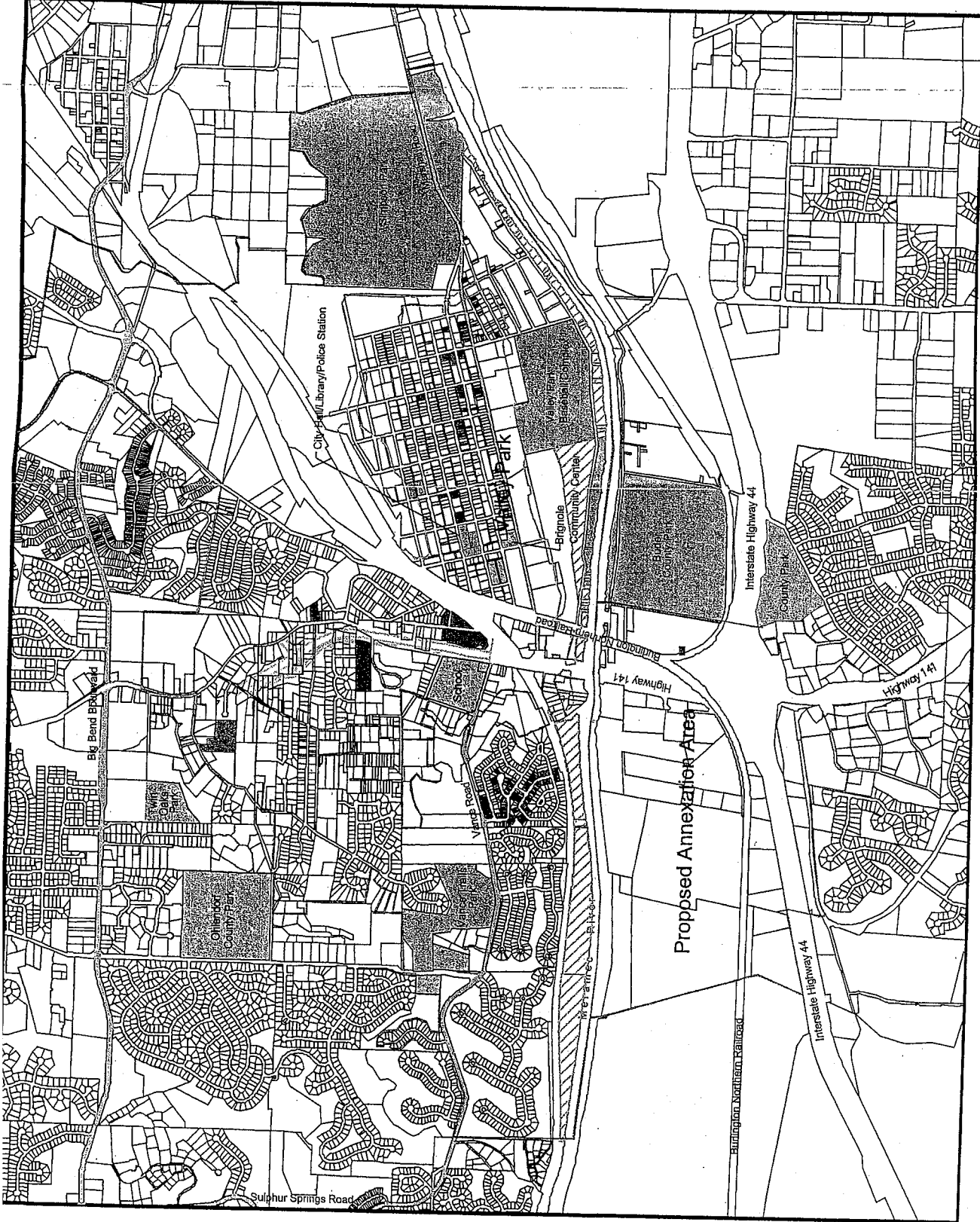
Proposed Annexation Area

Peerless Park  
Annexation Area

- Legend
- Proposed Annexation Area
  - City of Valley Park
  - Church
  - School
  - Park
  - Community Facilities
  - Levee footprint
  - Valley Park Fire District Station
  - Riverside Trail Park (Under Planning)
  - Arterial Roads



1500  
0  
1500 Feet



PEERLESS PARK ANNEXATION  
SANITARY SEWER IMPROVEMENTS  
VALLEY PARK, MISSOURI

E/A Proj. No. 0008-04-1  
Revised N/A  
Date 10/07/04  
Designed By BAK  
Drawn By BAK  
Checked By TPW



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Engineers  
Architects  
Planners

Figure

6

Issue Date 10/07/04

