

We, the undersigned, owners of a tract of land herein platted and further described in the forgoing surveyors certification have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "BROWNSTONE VILLAGE AT THORNBURY PLAT ONE", which is part of a larger parcel of ground comprising several subdivisions collectively known as Thornbury.

The undersigned owner hereby designates street and roadways, Thornbury Crossing Drive, 50 feet wide and Brookmead Drive, 50 feet wide, as shown hatched hereon, together with the roundings at intersections, and together with the cul—de—sacs, as Public Streets and Roadways and are hereby dedicated to the City of O'Fallon, Missouri for public use forever, and covenants and agrees that city acceptance of said streets and roadways shall not be petitioned until the streets and roadways are improved in such a manner as to comply with the street construction section of the City of O'Fallon, Missouri, Land Subdivision Regulations and any amendment thereto, adopted by the Board of Alderman of the City of O'Fallon, Missouri, in August 1987, and this covenant shall run with the land abutting upon said streets and roadways. The undersigned further designates these streets as utility easements for all public utilities as their interest may appear.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of O'Fallon, Missouri, City of O'Fallon Water District, St. Charles County Gas Company, Ameren Union Electric Company, Southwestern Bell Telephone Company, City of O'Fallon Sewer District for sanitary sewers only, the relevant cable television company, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining, and repairing public utilities, sewers and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers and drainage facilities.

The Detention Easements as shown on this plat is hereby given, granted, extended and conveyed to the Thombury Hameawner's Association and Wentzway Corporation for exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground which have been identified on this plat, and to use such additional space adjacent to the easement so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements, and may assign its rights in this easements to the State, County, City or other political subdivision of the State.

The Common Ground Alleys shown on this plat are hereby dedicated to the present and future owners or occupants of this subdivision for the purpose of ingress and egress, and to construct, repair and maintain storm inlets, sewers and utilities. They are private and shall remain private, never to be maintained by the City of O'Fallon, Missouri.

The 5' Landscape Easements are hereby dedicated to the Thornbury Homeowner's Association, and its successors and assigns, for the purpose of installation and maintenance of landscaping, and become the sole responsibility of the Thornbury Homeowner's Association, and its successors and assigns.

Building lines as shawn on this plat are hereby established. This subdivision is subject to conditions and restrictions recorded in an Indenture of Trust and Restrictions filed on the _____ day of ______ 2002 as Daily No. _____ in the St. Charles County Records.

The common ground shown on this plat has been conveyed forever to the Thornbury Homeowner's Association, its successors and assigns, by General Warranty Deed recorded the ______ day of ______, 2002 as daily no._____ in the St. Charles County Records.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

It is hereby certified that there are no delinquent taxes outstanding.

IN WITNESS THEREOF, I have hereunto set my hand this 23 day of JANVARY, 2002

MCBRIDE & SON HOMES, IN

By James R. Piper Vice President

STATE OF MISSOURI)

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

Donna L. Knese

My Commission Expires:

DONNA I. KNESE

Notary Public - Notary Scal

STATE OF MISSOURI
ST. CHARLES COUNTY

MY COMMISSION 2007 DEC. 4.3500

The undersigned holder or legal owner of notes secured by deed recorded in Book 1935.

Page 189 of the St. Charles County Records, joins in and approves in every detail this plat of "BROWNSTONE VILLAGE AT THORNBURY PLAT ONE" and subordinates its interest to the easements shown hereon.

Same of Mariens work NA

UNION Planting Bank N.A.

STATE OF MISSOURI)

On this _______ day of _______ 2002, before me appeared _______ to me personally known, who being by me duly sworn, did say he is ______ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said _______ acknowledged said instrument to be the free act and deed of said Corporation.

. IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year above written.

My Commission Expires: 8/23/02

Aught Notary Public

THE STEFFLING CO.

ENGINEERS & SURVEYORS

5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
(314)-487-0440, FAX 487-8944
E-Mail: Sterling@sterling-eng-sur.com

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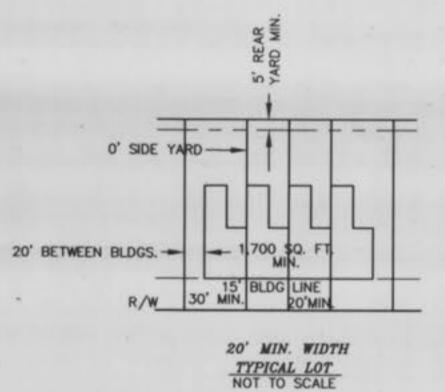
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CHEC

RECORD PLAT

00-11-289

CHERYLE A. O'NEAL
Notary Public -- Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: August 23, 2002

A TRACT OF LAND BEING A PART OF U.S. SURVEY 1780 TOWNSHIP 47 NORTH, RANGE 2 EAST, CITY OF O'FALLON, ST. CHARLES COUNTY, MISSOURI



State of Missouri)
(County of St. Charles)

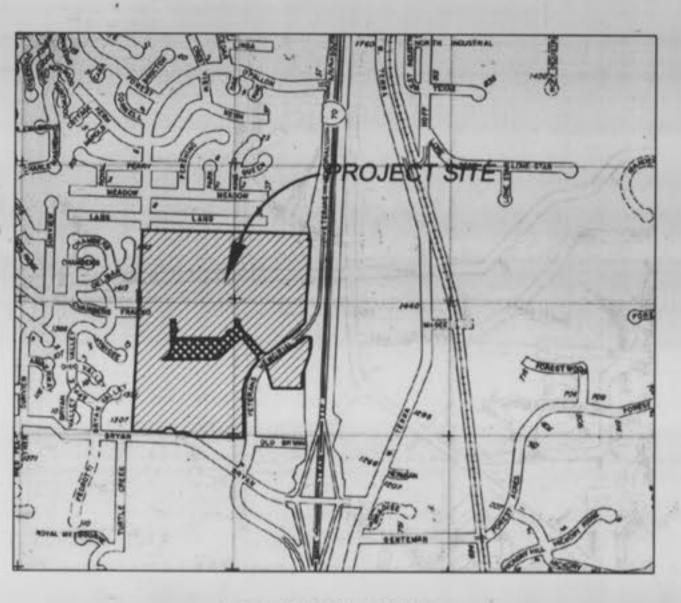
I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the _____ day of _____. A.D., 2002, at _____ o'clock __m. and is truly recorded in Book _____. Page ____. Witness my hand and official seal on the day and year aforesaid.

Deputy

Recorder of Deeds

State of Missouri)
)ss
County of St. Charles)

CITY CLERK OF O'FALLON MISSOURI



LOCATION MAP

NOTE:

1. THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMo) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PAGE REFERS.

2. THIS TRACT CONTAINS 6.261 ACRES, MORE OR LESS.

3. BASIS OF BEARINGS: THE RETRACED WEST LINE OF THE HEREON DESCRIBED TRACT ACCORDING TO INSTRUMENT RECORDED IN DEED BOOK 779 PAGE 540 OF THE ST. CHARLES COUNTY RECORDS.

4. SOURCE OF RECORD TITLE IS DEED BOOK 779 PAGE 540 OF THE ST. CHARLES COUNTY RECORDS.

5. THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT FURNISHED BY STEWART TITLE

GUARANTY COMPANY WITH A COMMITMENT NUMBER 00051837 AND WITH AN EFFECTIVE DATE OF MAY 30.

6. THE STERLING COMPANY HAS PERFORMED NO EASEMENT SEARCH AND THE EASEMENTS LISTED IN THE ABOVE REFERENCED TITLE COMMITMENT ARE ADDRESSED IN THE SCHEDULE B NOTES BELOW.

ITEM #8 - EASEMENT GRANTED TO THE CITY OF O'FALLON BY INSTRUMENTS RECORDED IN BOOK 1018 PAGE 985, AND BOOK 1145 PAGE 548 OF THE ST. CHARLES COUNTY RECORDS AFFECT THE SUBJECT TRACT AND ARE PLOTTED HEREON.

ITEM #9 - CONDITIONS CONTAINED IN DEED RECORDED IN BOOK 1384 PAGE 27, BOOK 1384 PAGE 33, AND BOOK 1384 PAGE 39 DO NOT ADVERSELY AFFECT THE SUBJECT TRACT. HOWEVER, ALSO LISTED IN SAID INSTRUMENTS IS AN AGREEMENT BETWEEN WENTZWAY, SUCCESSORS AND ASSIGNS, AND THE CITY OF O'FALLON STATING THAT, AMONG OTHERS, THE CITY WAIVES ALL SEWER AND WATER TAP-IN FEES FOR DEVELOPMENT OF WENTZWAYS PROPERTY. PLEASE SEE INSTRUMENTS FOR MORE DETAIL TO SAID AGREEMENT.

7. THERE ARE NO LOTS SUBJECT TO STREET CREEP.

B. THIS PLAT IS ZONED "X" (AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN) ACCORDING TO F.I.R.M. MAP NO. 29183C0240 E.

9. (777) = ADDRESS

10. PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.

11. CROSSES SHALL BE SET AT THE INTERSECTION OF ALL STREETS AND THE BEGINNING AND END OF ALL CURVES ALONG STREET CENTERLINES.

CURBS SHALL BE PERMANENTLY MARKED AT THE BEGINNING AND END OF ALL CURVES AND AT THE PROLONGATION OF ALL LOT SIDELINES.

IRON PIPES SHALL BE SET AT REAR CORNERS AT THE COMPLETION OF CONSTRUCTION.

12. COMMON GROUND AMENITIES SHALL BE IN PLACE WHEN 30% OF PERMITS ARE ISSUED FOR APPROVED LOTS ON FINAL AREA PLAN.

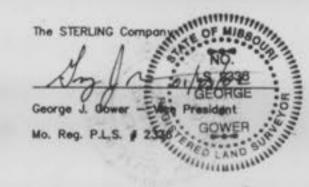
13. STREET TREES ARE PART OF THE HOMEOWNER'S ASSOCIATION LANDSCAPE MAINTENANCE.

PROJECT BENCHMARK: SOUTHWEST CORNER OF FRONT OF CURB INLET ON EAST SIDE OF RELOCATED BRYAN ROAD AT APPROXIMATE STATION 31+00 ELEVATION: 596.60.

ORDER NUMBER: 00-11-289
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
(314)487-0440

This is to certify that we have, during the month of February 2001, made a boundary survey and during the month of September, 2001 made a subdivision plat, by the order of McBride and Son Homes, Inc., of "A TRACT OF LAND WHICH IS PART OF U.S. SURVEY 178Q, TOWNSHIP 47 NORTH, RANGE 2 EAST, ST. CHARLES COUNTY, MISSOURI", and the said results of the survey and subdivision plat are shown hereon. This survey meets the "Missouri Minimum Standards for Property Boundary Surveys" (10 CSR 30-2 and 4 CSR 30-16, effective date December 30, 1994) as an "URBAN PROPERTY".

IN WITNESS WHEREOF, it has signed and sealed the foregoing this 2320 day of Jaw. 2002.



SHEET 2 OF 2