
Sponsored by: Council Members Bibb and Koskela

AN ORDINANCE APPROVING A PETITION FOR VOLUNTARY ANNEXATION FILED BY HAMILTON WEBER, LLC ON BEHALF OF DCM LAND, LLC AND THE POST FAMILY LIMITED PARTNERSHIP REGARDING CERTAIN PROPERTY CONTIGUOUS AND COMPACT TO THE CITY OF O'FALLON, MISSOURI, 103.73 ACRES LOCATED AT 1065 EAST HIGHWAY N; ANNEXING SAID PROPERTY TO THE CITY; AFFIRMING AND RATIFYING AN AGREEMENT RELATING THERETO; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH SUCH ANNEXATION; AND REPEALING CONFLICTING ORDINANCES.

WHEREAS, a verified petition requesting annexation into the City of O'Fallon and signed by the owners of all fee interests of record of all the real estate hereinafter described was filed with the City pursuant to the provisions of Sections 82.090 and 71.012 of the Revised Statutes of Missouri; and

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

WHEREAS, the City Council previously approved an Annexation Agreement with respect to the property; and

WHEREAS, a Public Hearing opportunity was held on January 23, 2025 by the City Council regarding this request; and

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

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

SECTION 1: Pursuant to the provisions of Sections 82.090 and 71.012 of the Revised Statutes of Missouri, the real estate described below and owned by The Post Family Limited Partnership is hereby annexed into the City of O'Fallon, Missouri, and the city limits of the said City are hereby extended to include such real estate, to wit:

A TRACT OF LAND BEING TRACT "A" AND "B" (P.B. 22, PG. 6) IN PART OF PRESTON PARTITION (BK. T, PG. 456), PART OF U.S. SURVEY 2669 AND PART OF THE NORTH HALF OF FRACTIONAL SECTION 8, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY N AND THE WEST LINE OF LOT 1 OF LMC SUBDIVISION, AS RECORDED IN PLAT BOOK 50, PAGE 39 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE, WHERE A FOUND IRON PIPE BEARS NORTH 00°24'58" EAST, 0.08 FEET, THENCE LEAVING SAID INTERSECTION ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 75°35'12" WEST, 1,907.33 FEET TO THE SOUTHEAST CORNER OF PROPERTY NOW OR FORMERLY TO ELROY R. AND JUDITH A. TOEDEBUSCH, AS RECORDED IN DEED BOOK 708, PAGE 923 OF SAID RECORDS, WHERE AN IRON PIPE WAS FOUND, WHICH BEARS NORTH 02°47'20" EAST, 0.62 FEET; THENCE LEAVING SAID CORNER ALONG THE EAST LINE OF TOEDEBUSCH AND THE EAST LINE OF PROPERTY NOW OR FORMERLY TO TOEDEBUSCH FAMILY PARTNERSHIP LTD.. AS RECORDED IN DEED BOOK 1794, PAGE 1797 OF SAID RECORDS OFFICE THE FOLLOWING COURSES AND DISTANCES: NORTH 02°47'20" EAST, 892.38 FEET TO A FOUND IRON PIPE; THENCE SOUTH 86°48'33" EAST, 281.88 FEET TO A FOUND STONE WITH CROSS; THENCE NORTH 01°09'26" EAST, 1,705.99 FEET TO A FOUND IRON PIPE AT THE NORTHEAST CORNER OF SAID TOEDEBUSCH PROPERTY, SAID CORNER ALSO BEING ON THE SOUTH LINE OF PROPERTY NOW OR FORMERLY TO SHIRLEY MAY DODSON, AS RECORDED IN DEED BOOK 1022, PAGE 305 OF SAID RECORDS; THENCE LEAVING SAID CORNER ALONG THE SOUTH LINE OF SAID DODSON PROPERTY, SOUTH 84°08'03" EAST, 1,506.35 FEET TO A FOUND IRON PIPE ON THE WEST LINE OF DOVE MEADOWS PLAT ONE, AS RECORDED IN PLAT BOOK 40, PAGE 306 OF SAID RECORDS, ALSO A FOUND STONE, WHICH BEARS NORTH 84°04'33" EAST, 2.16 FEET, BEING CALLED FOR AS THE SOUTHEAST CORNER OF SAID DODSON PROPERTY AND BEING THE SOUTHEAST CORNER OF LOT 7 OF THE ABOVEMENTIONED PRESTON PARTITION; THENCE LEAVING SAID CORNER ALONG THE WEST LINE OF SAID DOVE MEADOWS PLAT ONE AND THE WEST LINE OF DOVE MEADOWS PLAT TWO, AS RECORDED IN PLAT BOOK 41, PAGE 357 OF SAID RECORDS, SOUTH 0°11'42" EAST, 993.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST LINE OF DOVE MEADOWS PLAT TWO AND THE WEST LINE OF DOVE MEADOWS PLAT THREE, AS RECORDED IN PLAT BOOK 45, PAGE 174 OF SAID RECORDS AND THE WEST LINE OF THE ABOVEMENTIONED LMC SUBDIVISION, SOUTH 00°24'58" WEST, 1,908.42 FEET TO THE POINT OF BEGINNING AND CONTAINS 4,518,541 SQUARE FEET OR 103.73 ACRES MORE OR LESS ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF NOVEMBER 2023, UNDER PROJECT NUMBER 23-07-197.

SECTION 2: That certain Annexation Agreement between the City of O'Fallon, Missouri, and DCM Land, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby affirmed and ratified by the City of O'Fallon.

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

SECTION 4: The City Clerk is hereby authorized and instructed to cause a certified copy of this Ordinance to be filed with the appropriate officials of St. Charles County, Missouri, including three certified copies of the to be filed with the St. Charles County Clerk and one certified copy to be filed with the St. Charles County Election Authority, and to take any and all other steps necessary or appropriate to effectuate the annexation provided hereby.

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

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

First Reading: January 23, 2025

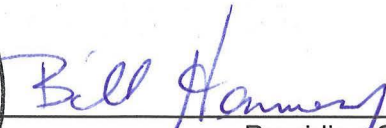
Second Reading: February 13, 2025

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 13TH DAY OF FEBRUARY, 2025.

Attest:


Bess Bacher, City Clerk



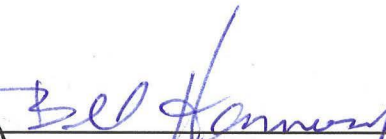

Presiding Officer

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 13TH DAY OF FEBRUARY, 2025.

Attest:


Bess Bacher, City Clerk




Bill Hennessy, Mayor

Approved as to Form:


Kevin M. O'Keefe, City Attorney

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this 9 day of May, 2024 (the "Effective Date"), by and among the City of O'Fallon, Missouri, a charter city (the "City"), DCM Land, LLC, a Missouri limited liability company (the "Developer"), and The Post Family Limited Partnership, a Missouri limited partnership and a property owner in the unincorporated part of St. Charles County bordering the City (the "Owner") (each a "Party" and sometimes collectively referred to herein as the "Parties").

WHEREAS, the Owner owns certain tracts of land near the intersection of Highway N and Duello Road, identified by Parcel ID Nos. 4-0038-S008-00-0003.1000000 and 4-0062-2669-00-0003.1000000, and legally described in **Exhibit A**, attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the Developer is under contract to purchase the Property from the Owner; and

WHEREAS, the unincorporated area comprising the Property is contiguous and compact to the existing corporate limits of the City; and

WHEREAS, the Owner and Developer desire to enter into this Agreement in order to affirm their desire and intention to consent to and cooperate in the annexation of the Property into the City in accordance with the provisions of Section 71.014, RSMo., as amended (the "Statute"); and

WHEREAS, the Owner, subject to the terms of this Agreement, being the Owner of all fee interests of record in the Property, agrees to execute a verified petition requesting annexation of the Property in accordance with the terms of this Agreement; and

WHEREAS, the City desires to complete the annexation of the Property into the City to facilitate development of the City, the extension of municipal services to all parts of the City, and the fulfillment of certain other long-term planning objectives of the City;

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

1. **Execution of Annexation Petition.** Contemporaneously with the execution of this Agreement, the Owner agrees to execute the Petition for Voluntary Annexation (the "Petition") in the form attached hereto as **Exhibit B** and incorporated by reference herein. Following receipt of the Petition, the City shall expeditiously carry out the terms of this Agreement and annex the Property into the City.

2. **Obligations of the City Council.** Upon execution of the Petition, and upon presentation of said Petition to the City Council, the City agrees to annex the Property pursuant to the terms of the Statute.

3. **Obligation of City Upon Annexation.** Upon approval of this Agreement, the City, by its duly authorized officers, agrees to extend and provide to the Property such City services as are presently provided to other owners of real estate located within the City.

4. **Zoning of Property After Annexation.** The Developer intends to develop a residential subdivision consisting of single-family homes on the Property (the "Development"). Developer, acting on behalf of the Owner, submitted an application for approval of a Planned Unit Development Area Plan to the City to rezone the Property to R-1 Single Family Residential, Planned Unit Development (the "Area Plan Application"). The City shall promptly consider, and intends to approve, the Area Plan Application in accordance with the ordinances of the City, and subject to the following terms and conditions:

- A. The Property shall be zoned R-1 Single Family Residential, Planned Unit Development;
- B. Currently, there exists a thirty foot (30') wide unimproved right-of-way strip, dedicated to the City of Wentzville, along the eastern side of the Property (the "Wentzville ROW"). The Developer intends to petition the City of Wentzville for vacation of the Wentzville ROW. If the Wentzville ROW is vacated, the vacated Wentzville ROW area will serve as the buffer required under Section 400.236.6.A.9 of the Municipal Code. If this right-of-way strip: (i) is not vacated, or (ii) is vacated but cannot be used as a buffer, the required buffer shall be provided in accordance with City Code within the proposed development. The right-of-way strip if used as the required buffer will need to be annexed and deed restricted;
- C. Sidewalks shall only be required on one side of any street in the Development if a trail is installed on the other side of said street;
- D. Any concrete sidewalk shall be 4' in width and any asphalt trail shall be 8' in width. The trail along the Highway N frontage for the development shall be an 10' wide asphalt multi-purpose trail and placed within an easement to allow public use;
- E. The trail within the "Limited Improvement Area" shown on the Area Plan shall be a soft-surface trail;
- F. The Development shall propose a package of amenities including, but not limited to walking trails, lakes, recreational areas, and sports courts, as determined by the Developer for consideration by the City as part of the PUD review and approval process;
- G. Any construction or maintenance guarantees required under Chapter 405 of the Municipal Code (a "Guarantee") for any improvements installed in the Development may be guaranteed by payment of performance bonds, cash or a letter of credit, at the Developer's discretion;

- H. The height of the top of any structure within the development may deviate up to two-tenths of a foot, either higher or lower, as compared to the height shown on any construction plans;
- I. If the City is unable to review and respond to construction plans within ninety (90) days from submission of the same, the City shall engage a third party engineering firm to review and respond to the same, at the Developer's sole cost and expense;
- J. The Development may be developed in more than one phase; and
- K. Upon the effective date of the ordinance approving the Area Plan, the City agrees that the Development shall be subject to the City's ordinances, rules, and regulations in effect on the effective date of the ordinance, notwithstanding any changes thereto after the effective date of the ordinance.

5. **City's Failure to Perform/Owner's Option to Deannex.** Upon the occurrence of the following, the Owner may, at its sole option, terminate this Agreement and seek de-annexation of the Property from the City, which de-annexation the City agrees not to oppose and shall support to the fullest extent allowed by law and promptly process, if:

- A. The City for any reason fails to perform any of the City's obligations hereunder; or
- B. The City fails to approve the Area Plan Application on or before June 30, 2024, or approves the Area Plan Application with any conditions, restrictions, or obligations of the Owner or Developer which are deemed material or adverse by the Owner or Developer, in either of their respective sole discretion, except that the following conditions, restrictions, or obligations to the issuance of either Application are hereby accepted and agreed to by the Owner and Developer:
 - i. Developer and Owner, having to the best of their knowledge provided the City with all information required by the appropriate sections of the Municipal Code of the City of O'Fallon pertaining to R-1, Single Family Residential, Planned Unit Development, agreeing that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained; and
 - ii. Developer and Owner (or their successors in interest) agreeing that all improvements shall be constructed to meet all applicable federal, state and local codes and shall comply with all of the City's applicable ordinances and construction standards.

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

Notwithstanding the foregoing, neither the Developer nor the Owner (nor their successors in interest) shall have the right to de-annex any portion of the Property after an area plan has been approved for all, or any portion of, the Property.

6. **Notices.** Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested:

Addressed to the City at: City of O'Fallon
100 North Main Street
O'Fallon, Missouri 63366

with a copy to: Kevin O'Keefe
Curtis, Heinz, Garrett & O'Keefe, P.C.
130 S Bemiston – Suite 200
St. Louis, MO 63105

Addressed to the Owner at: The Post Family Limited Partnership
1065 East Highway N.
Wentzville, MO 63385

Addressed to the Developer at: DCM Land, LLC
5731 Westwood
St. Charles, MO 63304

With a copy to: Drew Weber
Hamilton Weber, LLC
200 North Third Street
St. Charles, MO 63301

or at any other address as any Party may, from time to time, designate by notice given in compliance with this paragraph.

7. **Time.** Time is of the essence in each Party's performance under this Agreement. The Parties agree to take such actions, including the adoption of ordinances and resolutions, and the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the parties as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent. Further, each Party agrees that they shall not unreasonably withhold or delay any action required to carry out the terms, provisions and intent of this Agreement.

8. **Survival.** Any of the terms and covenants contained in this Agreement which require the performance of either Party after consummation of the annexation shall survive consummation of the annexation.

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

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

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

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

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

14. **Entire Agreement.** This Agreement contains the entire understanding between and among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

16. **Agreement Binding.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto. This Agreement shall run with the land and shall apply to all persons hereinafter acquiring interest in the Property. When the Developer closes on the purchase of the Property, all references to "Owner" in this Agreement shall be deemed to include the Developer.

17. **Further Action.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

18. **Good Faith, Cooperation and Due Diligence.** The Parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the Parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

19. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the Parties hereto even though all the Parties are not signatories to the original or the same counterpart.


20. **Parties in Interest.** Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

21. **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.


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

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

CITY OF O'FALLON, MISSOURI

By: 
Michael Snowden, City Administrator

Attest:


Katie Crabtree, Assistant City Clerk



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

On this 9 day of May, 2024, before me appeared Michael Snowden, to me personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of O'Fallon, Missouri, and that said instrument was signed on behalf of said City, by authority of its City Council; and said Michael Snowden acknowledged said instrument to be the free act and deed of said City.

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




Notary Public

THE POST FAMILY LIMITED PARTNERSHIP

By: Kevin Post
Kevin Post, its PARTNER

STATE OF MISSOURI)
COUNTY OF St Charles) ss.


On this 13th day of May, 2024, before me, the undersigned notary, personally appeared Kevin Post, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Partner for The Post Family Limited Partnership, a Missouri limited partnership.

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

Angela M Mutert
Notary Public



DCM LAND, LLC

By: 
Jeffrey D Kolb Manager

STATE OF MISSOURI)
) ss.
COUNTY OF st charles)

On this 13th day of May, 2024, before me, the undersigned notary, personally appeared Jeffrey D Kolb personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as manager for DCM Land, LLC, a Missouri limited liability company.

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

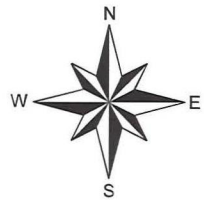

Notary Public



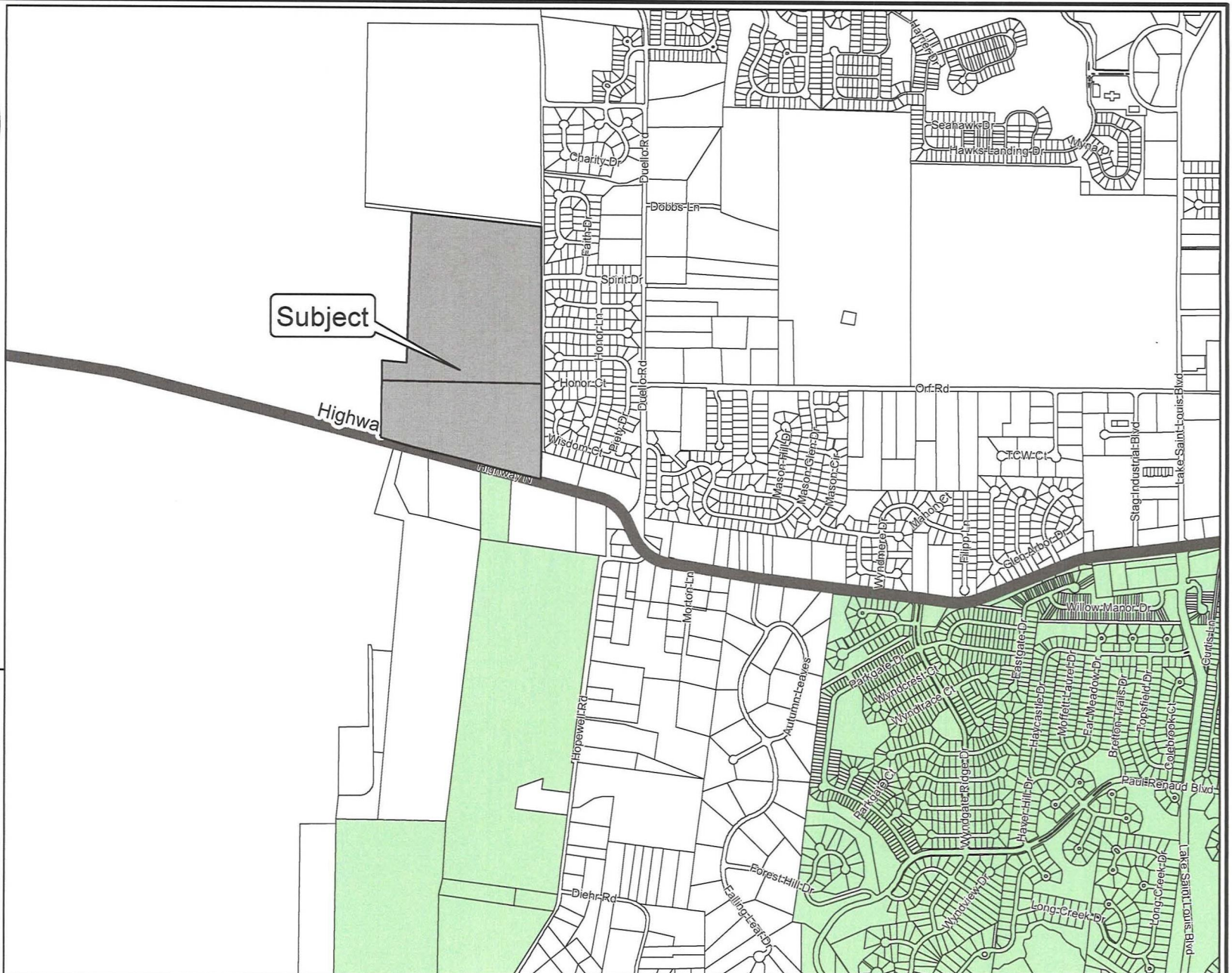
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 Ft

O'Fallon
City Limits



1065 E Highway N

City of O'Fallon Planning and Development Department

100 North MainStreet O'Fallon, Missouri
63366 www.ofallon.mo.us

For additional information send inquiries to:

E-mail: tcoffman@ofallon.mo.us or call (636) 379-5544



BEFORE THE CITY COUNCIL OF THE CITY OF O'FALLON
STATE OF MISSOURI

VERIFIED PETITION FOR ANNEXATION

Property Location:	1065 E Hwy N (Parcel ID Nos. 4-0038-S008-00-0003.1000000 and 4-0062-2669-00-0003.1000000)
Proposed Use of Property:	Single-family residential subdivision
Proposed Zoning:	R-1, PUD

PROPERTY OWNER INFORMATION:

Name:	The Post Family Limited Partnership
Contact Person (if different):	Kevin Post
Address:	1065 E Hwy N
City/State/Zip:	Wentzville, MO 63385
Phone:	314-574-9681
Email:	poskev3655@gmail.com

1. The undersigned are the owners of all the fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of O'Fallon, Missouri.
3. The undersigned hereby petitions the City Council of the City of O'Fallon, Missouri for voluntary annexation of the real property described in Exhibit "A".
4. That the undersigned hereby request that the said real estate be annexed to, and be included within the corporate limits of, the City of O'Fallon, Missouri, as authorized by the provisions of Section 71.012, RSMo.

VERIFICATION

By signing this document, I hereby verify and swear that the above statements are true and correct.

Kevin Post

Name (Print)

Signature

Notary for Individual Only

STATE OF MISSOURI)
COUNTY OF St Charles) ss:

On the 18th day of December, 2024, before me appeared Kevin Post to me personally
known to be the person described in and who executed the foregoing instrument
and acknowledged that he executed same as his free act and deed.

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

Angela M Mutert
Notary Public



My Commission Expires:

10-7-28

EXHIBIT A

A TRACT OF LAND BEING TRACT "A" AND "B" (P.B. 22, PG. 6) IN PART OF PRESTON PARTITION (BK. T, PG. 456), PART OF U.S. SURVEY 2669 AND PART OF THE NORTH HALF OF FRACTIONAL SECTION 8, TOWNSHIP 46 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY N AND THE WEST LINE OF LOT 1 OF LMC SUBDIVISION, AS RECORDED IN PLAT BOOK 50, PAGE 39 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE, WHERE A FOUND IRON PIPE BEARS NORTH 00°24'58" EAST, 0.08 FEET, THENCE LEAVING SAID INTERSECTION ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 75°35'12" WEST, 1,907.33 FEET TO THE SOUTHEAST CORNER OF PROPERTY NOW OR FORMERLY TO ELROY R. AND JUDITH A. TOEDEBUSCH, AS RECORDED IN DEED BOOK 708, PAGE 923 OF SAID RECORDS, WHERE AN IRON PIPE WAS FOUND, WHICH BEARS NORTH 02°47'20" EAST, 0.62 FEET; THENCE LEAVING SAID CORNER ALONG THE EAST LINE OF TOEDEBUSCH AND THE EAST LINE OF PROPERTY NOW OR FORMERLY TO TOEDEBUSCH FAMILY PARTNERSHIP LTD., AS RECORDED IN DEED BOOK 1794, PAGE 1797 OF SAID RECORDS OFFICE THE FOLLOWING COURSES AND DISTANCES: NORTH 02°47'20" EAST, 892.38 FEET TO A FOUND IRON PIPE; THENCE SOUTH 86°48'33" EAST, 281.88 FEET TO A FOUND STONE WITH CROSS; THENCE NORTH 01°09'26" EAST, 1,705.99 FEET TO A FOUND IRON PIPE AT THE NORTHEAST CORNER OF SAID TOEDEBUSCH PROPERTY, SAID CORNER ALSO BEING ON THE SOUTH LINE OF PROPERTY NOW OR FORMERLY TO SHIRLEY MAY DODSON, AS RECORDED IN DEED BOOK 1022, PAGE 305 OF SAID RECORDS; THENCE LEAVING SAID CORNER ALONG THE SOUTH LINE OF SAID DODSON PROPERTY, SOUTH 84°08'03" EAST, 1,506.35 FEET TO A FOUND IRON PIPE ON THE WEST LINE OF DOVE MEADOWS PLAT ONE, AS RECORDED IN PLAT BOOK 40, PAGE 306 OF SAID RECORDS, ALSO A FOUND STONE, WHICH BEARS NORTH 84°04'33" EAST, 2.16 FEET, BEING CALLED FOR AS THE SOUTHEAST CORNER OF SAID DODSON PROPERTY AND BEING THE SOUTHEAST CORNER OF LOT 7 OF THE ABOVEMENTIONED PRESTON PARTITION; THENCE LEAVING SAID CORNER ALONG THE WEST LINE OF SAID DOVE MEADOWS PLAT ONE AND THE WEST LINE OF DOVE MEADOWS PLAT TWO, AS RECORDED IN PLAT BOOK 41, PAGE 357 OF SAID RECORDS, SOUTH 0°11'42" EAST, 993.72 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST LINE OF DOVE MEADOWS PLAT TWO AND THE WEST LINE OF DOVE MEADOWS PLAT THREE, AS RECORDED IN PLAT BOOK 45, PAGE 174 OF SAID RECORDS AND THE WEST LINE OF THE ABOVEMENTIONED LMC SUBDIVISION, SOUTH 00°24'58" WEST, 1,908.42 FEET TO THE POINT OF BEGINNING AND CONTAINS 4,518,541 SQUARE FEET OR 103.73 ACRES MORE OR LESS ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF NOVEMBER 2023, UNDER PROJECT NUMBER 23-07-197.