

**PLANNING AND ZONING COMMISSION
AGENDA
TUESDAY, AUGUST 25, 2020
7:00 P.M.**

**THIS MEETING WILL BE HELD BY ZOOM VIDEOCONFERENCING. PEOPLE MAY
ACCESS / VIEW THE MEETING AT THE FOLLOWING LINK:**

<https://us02web.zoom.us/j/81246731596>

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. APPROVAL OF MINUTES**
 - 1. Planning & Zoning Meeting – June 23, 2020**
- 4. NEW BUSINESS:**
 - 1. PZ2020-9: Consideration of a Minor Subdivision Plat, Resubdivision of Lot 1 Engelhart Industrial Park. Keith Fryer, Clayton Engineering on behalf of Integram Partners, applicant.**
- 5. OLD BUSINESS:**
- 6. COMMITTEE REPORTS:**
 - 1. BOARD OF ALDERMEN**
 - 2. BOARD OF ADJUSTMENT**
- 9. OTHER BUSINESS:**
- 10. ADJOURNMENT**

This Meeting is Open To The Public

Note: The Planning and Zoning Commission will consider and act upon these matters listed above and any such others as may be presented at the meeting and determined appropriate for discussion at that time.

**CITY OF PACIFIC
RECORD OF PROCEEDINGS**

**REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION
AT THE PACIFIC CITY HALL, 300 HOVEN DRIVE
JUNE 23, 2020**

The Planning and Zoning Commission Meeting was called to order by Chairman Bruns at 7:00 P.M. on June 23, 2020, at Pacific City Hall, 300 Hoven Drive, Pacific, Missouri.

The roll call was taken with the following results:

PRESENT

Chairman Bruns
Commissioner Miles
Commissioner Graham
Commissioner Bates
Commissioner Eversmeyer
Commissioner Brocato
Commissioner Presley

ABSENT

Alderman Rahn
Commissioner Koelling

Administrator Steve Roth, Mr. Bryan Kopp and Kim Barfield were also in attendance.

APPROVAL OF MINUTES

A. Planning & Zoning Meeting – June 9, 2020

A motion was made by Commissioner Brocato and seconded by Commissioner Miles to approve the minutes. A voice vote was taken and the motion was approved 7-0.

PUBLIC HEARINGS:

- 1. PZ2020-8: A Public Hearing to consider a map amendment (rezoning) for an approximate 7.917 acre tract of land generally located at Lot 1 Eastridge Place (Hogan Road east of Eastridge Drive, Franklin County Parcel ID: 19-2-10.0-0-036-015.000). The applicant is seeking M-1 (Light Industrial) zoning for this parcel. The property is generally bounded by commercial property to the west, residential property to the west and east, and Interstate 44 to the south. Iron Bear Customs, applicant**

Chairman Bruns introduced and opened the public hearing. Chairman Bruns asked if it was posted. Kim Barfield stated yes it was posted. Administrator Roth presented the staff report for the map amendment. He stated this property is currently zoned C-2 and was annexed into the City in 2011 for a strip mall which never happened. Administrator Roth stated 4 acres to the north which are zoned R-2 are not subject to this request. The property is currently wooded and they only wish to develop the frontage. The Comprehensive Plan did not take this parcel into consideration. The staff recommends approval. The applicant was present and stated they are an Auto Shop similar to the type across the street. They specialize in jeeps and have a showroom. Purchase of the land is contingent upon approval of this application. They are looking to have highway frontage and currently have 4 employees. Their hours of operation are 7 a.m. to 5 p.m. with no outside noise. There is no work done outside of the building and nothing is stored outside.

Karen Walton, 961 Eastridge Dr. - Ms. Walton stated if she walks out her front door this is what she will see. She stated if this passes she will sell her house. Ms. Walton stated her parents own 935 Center Street and have been there a long time. She stated this road is dangerous. She stated she contacted the State requesting a safety evaluation. They told her it would take approximately 45 days for this.

Trevor Hill, T Hill Construction – He stated he bought his property from Dustin Walsh and he said they may sell land behind them and want to build apartment buildings there. This road is not equipped for this amount of traffic and has no shoulders.

The applicant stated they had talked to Dustin and he said they were speaking of their own homes. Administrator Roth stated apartments are not allowed back there as it is not zoned for it. The applicant stated they currently operate their business on Old Hwy. 100 and are looking to move.

Kathy Rust, 465 E. Villa Ridge Rd. – Ms. Rust asked if an entrance Hogan Road would be allowed by the State. Administrator Roth stated the State would have to approve the entrance. The applicant stated they have talked to MODOT but need the approval first from the City.

Rebecca Rust, 121 Ridgedale Drive – Ms. Rust stated if MODOT does not approve the entrance from Hogan Road they would have to have the entrance from Eastridge. This street is barely wide enough from emergency vehicles. Administrator Roth stated Eastridge is not in the City limits and would be subject to Franklin County approval.

Administrator Roth stated the City would not approve a site plan without approval for the entrance.

There being no further questions, the public hearing was closed.

SPEAKER CARDS

Included in public hearing

NEW BUSINESS:

1. PZ2020-8: Consideration of a map amendment (rezone) for Lot 1 Eastridge Place.

A motion was made by Commissioner Bates and seconded by Commissioner Eversmeyer to approve the application. A vote was taken with the following results: Ayes, Commissioner Graham, Commissioner Bates, Commissioner Eversmeyer, Commissioner Brocato, Commissioner Presley, Chairman Bruns, Commissioner Miles; Nays, none. The motion was approved 7-0 and will be presented to the Board of Aldermen on July 7, 2020.

Administrator Roth stated the zoning is independent of further approvals. Commissioner Bates stated this is basic rezoning. The previous approval was for a strip mall which would have been more traffic. The property is going to be developed at some point.

OLD BUSINESS

None

COMMITTEE REPORTS

A. Board of Aldermen

Alderman Rahn was absent from meeting.

B. Board of Adjustment

Administrator Roth stated there is a hearing scheduled for June 24. It will be held on zoom and has been posted.

OTHER BUSINESS

Nothing

ADJOURNMENT

There being no further discussions, Chairman Bruns asked for a motion to adjourn. A motion was made by Commissioner Brocato and seconded by Commissioner Eversmeyer. A voice vote was taken and the meeting was adjourned at 7:30 p.m.

Mike Bates, Secretary

City of Pacific
SUBDIVISION APPLICATION

Date 07/28/20

Fee Receipt No. _____

Applicant Name The Clayton Engineering Company c/o Keith Fryer

Address 2268 Welsch Industrial Drive

City, State, Zip Code Maryland Heights, MO 63146

Phone No. 314-692-8888 Cell _____

E-mail k Fryer@claytonengineering.com

Property Owner Name Integram Partners, LLC

Address 14500 S. Outer Forty Rd., Suite 410

City, State, Zip Code Town & Country, MO 63017

Phone _____ Cell _____

Engineer Name or Firm The Clayton Engineering Company

Address 2268 Welsch Industrial Court

City, State, Zip Code Maryland Heights, MO 63146

Phone 314-692-8888 Cell _____

Proposed Name of Subdivision Resubdivision of Lot 1 of Engelhart Industrial Park

Applicant's Signature Keith Fryer

Space Above Line for Recorder's Use Only
DOCUMENT COVER SHEET

Title(s) of Document: Cross Access, Utility, Stormwater, and Parking Easement Agreement

Date of Document: _____, 2020

Grantor(s) and Addresses: Integram Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

West Osage Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

Grantee(s) and Addresses: Integram Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

West Osage Partners, LLC
14500 S. Outer Forty Rd., Suite 410
Town & Country, MO 63017

Legal Description: Exhibit A- Integram Partners, LLC Property
Exhibit B- West Osage Partners, LLC Property
Exhibit C- Easement Area

Reference Book and Page: _____ (Plat)

This instrument upon recordation should be returned to:
Jenkins & Kling, P.C., Attn: Jennifer Beasley
150 N. Meramec Avenue, Suite 400
St. Louis, Missouri 63105

**CROSS ACCESS, UTILITY, STORMWATER, AND PARKING EASEMENT
AGREEMENT**

This **CROSS ACCESS, UTILITY, STORMWATER, AND PARKING EASEMENT AGREEMENT** (this “Agreement”) is made and entered into as of the ____ day of _____, 2020, by and between Integram Partners, LLC, a Missouri limited liability company (“Integram”) and West Osage Partners, LLC, a Missouri limited liability company (“Osage”).

RECITALS

WITNESSETH:

WHEREAS, Integram is the owner of fee simple title to the property described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Integram Property”); and

WHEREAS, Osage is the owner of fee simple title to the property described on Exhibit “B” attached hereto and incorporated herein by this reference (the “Osage Property”), which Osage Property is adjacent to the Integram Property; and

WHEREAS, the Integram Property and the Osage Property previously were a single parcel and subsequently divided into two (2) parcels pursuant to that certain plat recorded on _____ at Book _____, Page _____; and

WHEREAS, the Integram Property and the Osage Property share certain drives, road access, parking, utilities, stormwater management systems, and other common improvements; and

WHEREAS, the owners of the Integram Property and the Osage Property wish to establish easements for the benefit of both parties for such common drives, road access, parking, utilities, stormwater management systems, and improvements, as set forth herein.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties acknowledge and agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. Future Development of the Osage Property. The parties acknowledge and agree that the Osage contemplates future construction on the Osage Property on behalf of its current tenant, which is also the current tenant on the Integram Property. The parties currently anticipate that such construction will involve building improvements on the Osage Property that tie into and

connect with building improvements on the Integram Property. At such time as Osage desires to make such future construction, the parties hereby mutually agree to cooperate in good faith to amend this Agreement to provide for easements and maintenance of a common wall between the Osage Property and the Integram Property as may be necessary in light of the planned construction for the benefit of the current tenant of the Integram Property and the Osage Property. Integram further acknowledges and agrees that any interruption in the right to use and enjoy the easements granted in this Agreement due to construction of such improvements on the Osage Property will not constitute a breach of Osage's obligations under this Agreement so long as Osage is diligently pursuing completion of the same.

3. Easements.

a. Permanent Easement over Northeast Corner of the Osage Property. Osage hereby grants to Integram, its successors and assigns, its tenants, occupants and their respective employees, agents and invitees, for the benefit of the Integram Property and all present and future owners of the Integram Property, a nonexclusive, perpetual easement and right to use the driveways, service drives, access drives, sidewalks, street entrances and exits, fire lanes, and utilities (including, without limitation, water mains, water main hookups, fire lines, and electric lines) which may exist from time to time on the portion of the Osage Property depicted as the hachured area noted as the Cross Access and Public Utility Easement on Exhibit "C", attached hereto and incorporated herein by reference, for the purposes of permitting free movement of vehicular and pedestrian traffic to and from the Integram Property, for the purpose of providing public road and right-of-way access to the Integram Property, and for the purpose of running utility lines and connecting into public and private utility lines within the easement area. Integram agrees that its use of the easement granted herein shall not interfere with Osage's use of the Osage Property. Integram shall indemnify, defend and hold harmless Osage and its heirs, successors and assigns from and against all liabilities, damages or claims, whether actual or threatened (including, without limitation, reasonable attorney's fees and court costs) arising from the use or exercise of the easement rights granted herein by Integram or Integram's invitees, agents, employees, contractors or licensees.

b. Blanket Easement over Osage Property Subject to Now Existing or Future Improvements. Osage hereby grants to Integram, its successors and assigns, its tenants, occupants and their respective employees, agents and invitees, for the benefit of the Integram Property and all present and future owners of the Integram Property, a nonexclusive, perpetual easement and right to use the driveways, service drives, access drives, sidewalks, street entrances and exits, parking lots, fire lanes, stormwater systems (including, without limitation, stormwater detention basins, retention basins, eaves, and gutters), and utilities (including, without limitation, water mains, fire lines, and hydrants) that may exist from time to time on the Osage Property, subject to any improvements now existing or hereafter constructed on the Osage Property, for the purposes of permitting free movement of vehicular and pedestrian traffic to and from the Integram Property, for the purpose of providing public road and right-of-way access to the Integram Property, for the purposes of controlling and managing stormwater runoff in a comprehensive manner serving both the Osage Property and the Integram Property, for the purposes of a comprehensive fire control

and management system serving both the Osage Property and the Integram Property and for the purpose of running utility lines and connecting into public and private utility lines within the easement area. Integram agrees that its use of the easement granted herein shall not interfere with Osage's use of the Osage Property and, notwithstanding anything to the contrary herein, such easement shall not be deemed to include any area on the Osage Property where Osage, or its successors or assigns, has constructed or from time to time constructs any improvements, including, without limitation, the planned building. Integram shall indemnify, defend and hold harmless Osage and its heirs, successors and assigns from and against all liabilities, damages or claims, whether actual or threatened (including, without limitation, reasonable attorney's fees and court costs) arising from the use or exercise of the easement rights granted herein by Integram or Integram's invitees, agents, employees, contractors or licensees.

c. Blanket Easement over Integram Property Subject to Now Existing or Future Improvements. Integram hereby grants to Osage, its successors and assigns, its tenants, occupants and their respective employees, agents and invitees, for the benefit of the Osage Property and all present and future owners of the Osage Property, a nonexclusive, perpetual easement and right to use the driveways, service drives, access drives, sidewalks, street entrances and exits, parking lots, fire lanes, stormwater systems (including, without limitation, stormwater detention basins, retention basins, eaves, and gutters), and utilities (including, without limitation, water mains, fire lines, and hydrants) that may exist from time to time on the Integram Property, subject to any improvements now existing or hereafter constructed on the Integram Property, for the purposes of permitting free movement of vehicular and pedestrian traffic to and from the Osage Property, for the purpose of providing public road and right-of-way access to the Osage Property, for the purposes of controlling and managing stormwater runoff in a comprehensive manner serving both the Osage Property and the Integram Property, for the purposes of a comprehensive fire control and management system serving both the Osage Property and the Integram Property and for the purpose of running utility lines and connecting into public and private utility lines within the easement area. Osage agrees that its use of the easement granted herein shall not interfere with Integram's use of the Integram Property and, notwithstanding anything to the contrary herein, such easement shall not be deemed to include any area on the Integram Property where Integram, or its successors or assigns, has constructed or from time to time constructs any improvements, including, without limitation, the existing building. Osage shall indemnify, defend and hold harmless Integram and its heirs, successors and assigns from and against all liabilities, damages or claims, whether actual or threatened (including, without limitation, reasonable attorney's fees and court costs) arising from the use or exercise of the easement rights granted herein by Osage or Osage's invitees, agents, employees, contractors or licensees.

d. Construction. The parties acknowledge and agree that the blanket easements in subsections (b) and (c) above include the right to construct, install, repair, and replace utility lines and services within such blanket easement areas; the parties shall cooperate in good faith to locate such lines and services within mutually acceptable areas that minimize interference with existing or planned improvements and uses of the property. In the event that the construction, reconstruction, or repair of improvements on either property require modifications to, movement of, or expansions or other modifications to any shared driveways, service drives, access drives,

sidewalks, street entrances and exits, parking lots, fire lanes, stormwater systems (including, without limitation, stormwater detention basins, retention basins, eaves, and gutters), and utilities (including, without limitation, water mains, fire lines, and hydrants) in any easement area (regardless of which property it is located on), the owner of the property that is performing such construction, reconstruction, or repair is occurring shall, at its sole cost and expense, repair and restore such improvements and the other party's property to the same condition as existing prior to the construction and relocate or modify such improvements as closely to the original improvements, both for location, size, and type, as is feasible (such relocation is subject to the consent of the other party if such relocation is on the other party's property). In the event either party is performing construction or other work in connection with the easements granted over the property of the other party or otherwise performing repair or other work on the other party's property as may be required or permitted by this Agreement, at least ten (10) days prior to commencing any work, the party performing such construction shall, at its sole cost and expense: (i) provide the other party with copies of all plans and specifications for all of the contemplated construction; and (ii) furnish to the other party a certificate in form and substance reasonably acceptable to the other party attesting to the existence of commercial general liability insurance naming the other party as an additional insured in an amount reasonably acceptable to the other party with such policy being primary and non-contributory, including a waiver of subrogation in favor of the additional insured, which the party performing construction shall maintain for at least a period of one (1) year after completion of construction. The party performing construction shall also cause the other party to this Agreement to be named as an additional insured on any and all insurance policies of any suppliers or contractors performing work in the event the party performing such construction is named as an additional insured on such policies.

4. Public Road Access Easement. The parties acknowledge and agree that the Osage Property and the Integram Property share access to the public road pursuant to that certain Maintenance, Access, and Utility Easement dated May 1, 2015 and recorded on May 4, 2015 as Document No. 1506121 in the Office of the Recorder of Deeds for Franklin County, Missouri (the "**Public Access Easement**"), which benefits the Integram Property and the Osage Property as the "Grantee Property" under the Public Access Easement. Osage and Integram each hereby acknowledge and agree that the owners of the Osage Property and the Integram Property shall be jointly and severally liable for all obligations of Grantee under the Public Access Easement. In the event that either the owner of the Osage Property or the Integram Property must perform work or pay amounts required pursuant to the Public Access Easement, such party may recover one-half (1/2) of such total costs and expenses from the other party to this Agreement upon providing thirty (30) days' notice and demand to the other party together with copies of all invoices, bills, and receipts evidencing such costs and expenses relating to the grantee obligations under the Public Access Easement; provided, however, that notwithstanding the foregoing or anything to the contrary in this Agreement, if the work or amounts relate to damage caused by one party or its employees, agents, invitees, or licensees or are required pursuant to construction on one party's property, then that party shall be solely responsible for all obligations under the Public Access Easement arising out of such damage. The parties shall provide friendly cooperation to each other in performing obligations under the Public Access Easement and, where practical, obtain the other party's consent prior to performing any required obligations or paying any amounts. In the event

12. Term. The easements created hereby shall be deemed to be covenants running with the title to the land hereby affected, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all parties claiming by, through or under the parties hereto shall be taken to hold, agree and covenant with the said parties hereto and with their successors and assigns, and with each of them, to conform to and observe the provisions of this Agreement.

13. Amendment. This Agreement may only be amended, modified, extended or terminated by the recording of an appropriate document in the office of the Recorder of Deeds for Franklin County, Missouri, which document must be executed by all of the parties to this Agreement or their respective successors and assigns.

14. Recording. A fully executed counterpart of this Agreement shall be recorded in the office of the Recorder of Deeds for Franklin County, Missouri.

15. Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

16. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws provisions.

[SIGNATURE PAGES FOLLOW]

WEST OSAGE PARTNERS, LLC

By: _____

Print Name:

Title: Manager

By: _____

Print Name:

Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared _____, Manager of West Osage Partners, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

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

My commission expires:

Notary Public

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared _____, Manager of West Osage Partners, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that said person executed the same for the purposes therein stated.

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

My commission expires:

Notary Public

CONSENT AND SUBORDINATION

The undersigned, holder of a certain Deed of Trust and Security Agreement dated _____, 2020 (“Deed of Trust”), recorded in the Office of the Recorder of Deeds for the County of Franklin, Missouri, in Book _____, Page _____, does hereby join in and consent to the execution and recording of the foregoing Party Wall, Cross Access, Utility, and Parking Easement Agreement, including the exhibits thereto (the “Agreement”), and does hereby subordinate the lien of its Deed of Trust so that in the event of foreclosure, the property which is covered by the Deed of Trust shall continue to be subject to the Agreement and to all of the terms, covenants and conditions of said Agreement.

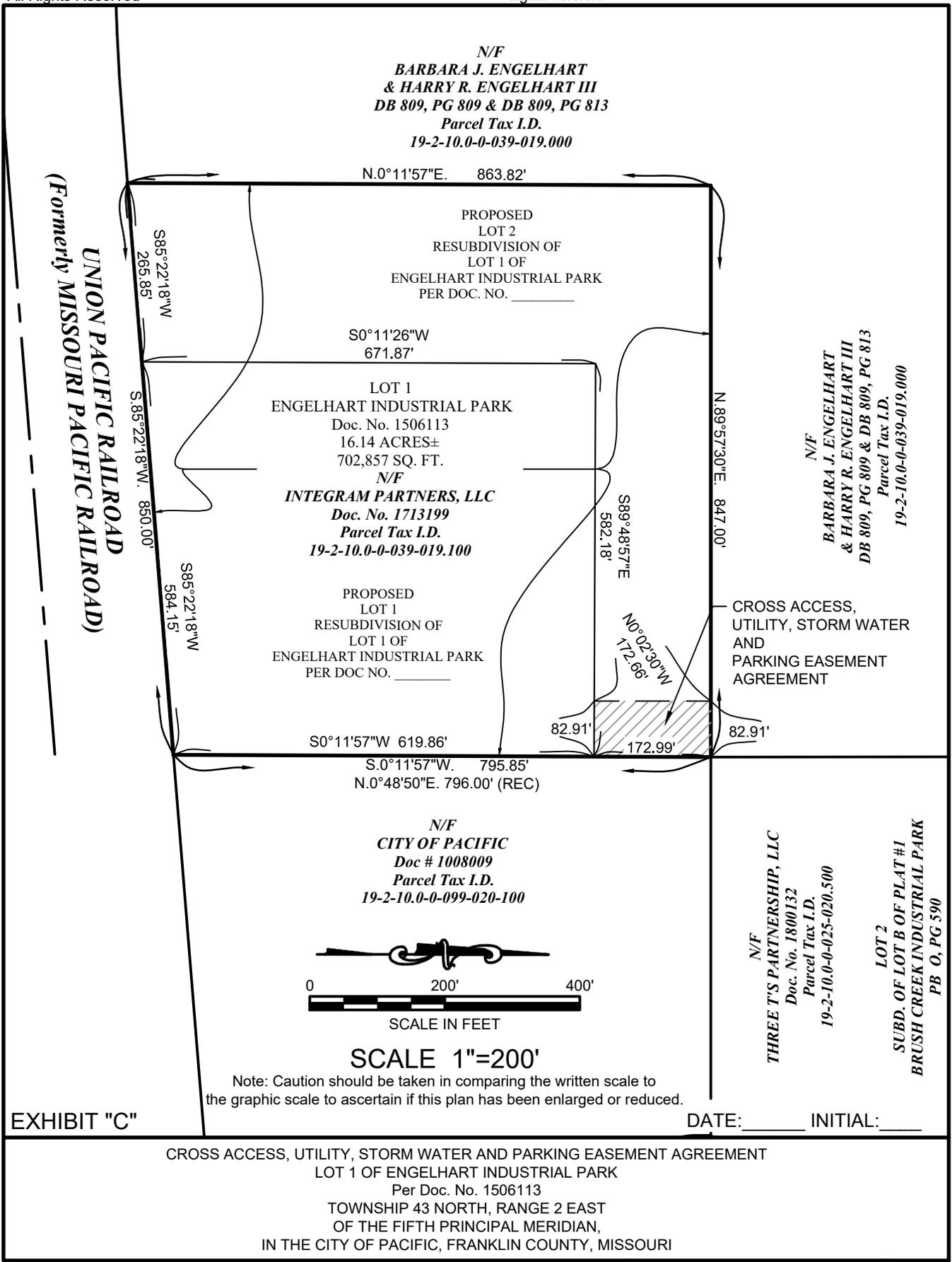
The undersigned is executing this document solely to provide its consent as a lender to the contemplated transaction as required in the Deed of Trust. The relationship between the undersigned and Integram Partners, LLC is that of a borrower and a lender only, and neither party is, nor shall hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Deed of Trust or other loan documents.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination on the _____ day of _____, 2020.

[Insert Signature and Notary Block]

EXHIBIT "A"

EXHIBIT "B"



**UNION PACIFIC RAILROAD
 (Formerly MISSOURI PACIFIC RAILROAD)**

N/F
**BARBARA J. ENGELHART
 & HARRY R. ENGELHART III**
DB 809, PG 809 & DB 809, PG 813
Parcel Tax I.D.
19-2-10.0-0-039-019.000

N/F
THREE T'S PARTNERSHIP, LLC
Doc. No. 1800132
Parcel Tax I.D.
19-2-10.0-0-025-020.500

**LOT 2
 SUBD. OF LOT B OF PLAT #1
 BRUSH CREEK INDUSTRIAL PARK
 PB O, PG 590**

EXHIBIT "C"



Planning & Zoning Commission Department of Planning Staff Report

Meeting Date: August 20, 2020

Project Type: Minor Subdivision
Lot 1 Engelhart Industrial Park

From: Steve Roth
City Administrator

Applicant: Clayton Engineering Company, on behalf of Integram Partners LLC, property owner

Description: **PZ 2020-09:** The applicant is seeking approval of “A Resubdivision of Lot 1 of Engelhart Industrial Park,” a Minor Subdivision plat of property generally located at 1000 Integram Drive.

Summary

The subject property is part of the Plaze Aeroscience Pacific location and is the site of an approximate 160,000 square foot warehouse building constructed in 2016. The lot is approximately 16.14 acres in size and includes the warehouse building, driveways and parking areas and other site improvements. The property is zoned M-1 Light Industrial.

The resubdivision proposes splitting existing Lot 1 into two lots: Lot 1 would include the existing building and developed parking / loading and drive aisles to the south and east; Lot 2 would include vacant area to the north and west of the building that includes an existing driveway. The intent is to divide the property to accommodate future expansion of the existing building under a different property owner. The northwest corner of Lot 1 would be the existing building corner, and the west building line would be part of the west boundary of Lot 1.

Provisions for ingress / egress and utility access to each lots would be provided by a cross access agreement, which is included in the application.

Please see below location exhibit.



Analysis

The M-1 zoning district regulations require a 25-ft front yard but no minimum side and rear yards. Thus a “zero lot line” with the building line being the boundary between parcels is accommodated within our zoning regulations. The east façade would be considered the front yard, and the 25-ft setback requirement is met here.

The current access to the existing building and site is provided through an existing maintenance, access and utility easement that extends from the Integram Drive cul-de-sac bulb to the subject property. This is depicted on the plat exhibit. The City of Pacific is owner by title to this adjacent property; the City leases the property to Plaze pursuant to an agreement dating from 2010.

Please note that the City Attorney has reviewed the 2010 agreement for any conflict or issue with the provisions for further access and easement proposed here. The City Attorney has found nothing in the 2010 agreement that would conflict with and / or preclude the City from accepting the plat and easement agreements as presented.

I have also asked the City Attorney to review the proposed plat in general and the proposed access / easement agreements in particular, and he has given his approval to the form of each. Staff has further reviewed for compliance with the City's Land Subdivision Regulations and we also find the plat and application in total to be in substantial compliance with our regulations.

Staff would respectfully request Commission **APPROVAL**.

Attachments: Subdivision application, plat and easement documents