



**CITY OF VALLEY PARK
PLANNING AND ZONING COMMISSION
MEETING
VIA VIDEO CONFERENCING (ZOOM)
AT 7:00 P.M. ON APRIL 20, 2020
VALLEY PARK CITY HALL, 320 BENTON
STREET, VALLEY PARK, MISSOURI 63088**

****** AGENDA******

- 1. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - a. 03-09-2020 Planning and Zoning Commission minutes
- 4. PUBLIC HEARING – Conditional Use Permit – 839 Meramec Station Road**
- 5. NEW BUSINESS**
 - a. Conditional Use Permit – 839 Meramec Station Road
- 6. ADJOURNMENT**

Posted on 4/14/2020 at _____ by 9:37 am 

Parties of Interest

Legal Name to which this Permit is to be issued: Como Health LLC

Contact Person for the Business/Use

Name: Jason Corrado

Address: 5109 Buckeye Dr

Phone Number: 573-529-0312 Email: comohealthllc@gmail.com

Interested Party

Name: Same as Business

Address: _____

Phone Number: _____ Email: _____

Interest in Property (owner/tenant/agent/etc.): Under Contract to Purchase

Property Owner (if different from above)

Name: Pintail LLC c/o Bob Glarner

Address: 1701 Macklind Ave St Louis MO 63110

Phone Number: 314-862-5165 Email: bob@glarnerstl.com

Site Description

Property Legal Description: Hart Je's Subdivision Lot PT B 12 6 89

Current Zoning: C1 Proposed Zoning: C1

Current Use: Automobile Oil Change Proposed Use: Medical Marijuana Dispensary

Total Site Area: 0.35 acres

Total Building Area: 2500 Number of Building Floors: 1

Total Number of On-site Parking Spaces: 12-15 Parking Location: On-site

Proposed Days and Hours of Operation: Sun-Sat 8am-8pm

Signatures

Applicant Name: Jason Corrado Relation to Request: CEO & Co-Founder Como Health LLC

Signature:  Date: 02/26/2020

Property Owner Signature: _____ Date: _____

February 28, 2020

Valley Park Planning and Zoning
320 Benton St
Valley Park, MO 63088

Dear Planning and Zoning,

This letter is to formally request a Conditional Use Permit to add the use of a Medical Marijuana Dispensary retail location for the property located at 839 Meramec Station Rd., in Valley Park. The applicant is COMO Health LLC dba 3ffteen. The Medical Marijuana Dispensary will operate within the ordinance's business hours of 8am-8pm Sunday – Saturday. Medicinal cannabis products will be sold at this location only, customers will not be allowed to consume the product on the property.

The current location has an existing building that was previously used as an automobile oil change store. We have plans to remodel this building but not change the size or footprint of the building. All work performed on the building will be completed by reputable contractors using licensed subcontractors. We will apply for all required building permits and all rules and regulations put forth by the City of Valley Park will be respectfully observed during rehabilitation. The off-street parking lot and loading areas will be provided in accordance with the City of Valley Park zoning ordinances and regulations. We plan on using the same parking lot and entrance/exit pattern that currently exists. The height of the building will not change from what already exists. The current drainage pattern should remain the same. Utilities needed already service the property.

The proposed condition use of Medical Marijuana dispensary will comply with all applicable provisions of these regulations including intensity of use regulations, yard regulations and use limitations. The proposed conditional use of the Medical Marijuana dispensary will contribute to and promote the welfare and convenience of the public. The Amendment approving the sale of Medical Marijuana was voted on by the residents of the State of Missouri, and this dispensary will service the needs of those with a qualifying medical condition who hold a Medical Marijuana card.

This proposed conditional use will add value to the neighboring properties and the neighborhood as a whole. The site plan calls for beautification of the existing structure, creating curb appeal, and revitalizing a building that is currently vacant. This dispensary will bring new business to the area benefiting the surrounding businesses by drawing customers who may not normally visit this part of Valley Park, fostering more development and use of the neighboring properties. When renovations are complete, the building will have an aesthetically pleasing look to both the interior and exterior, bringing pride and improvement to the area.

My company has a security plan in place that includes guards on staff to ensure the safety of those visiting this location and the state requires, and we will implement, very robust 24 hour monitored security with cameras. Como Health LLC D.B.A 3ffteen cares about the community of the City of Valley Park and looks forward to being a part of the neighborhood. If I can provide any further information, answer any questions, or respond to concerns, please do not hesitate to contact me.

Sincerely,
Jason Corrado
Co-Founder & CEO
COMO Health LLC
P 573-529-0312
comohealthllc@gmail.com



St. Louis County Map 839 Meramec Station Rc



2/19/2020, 9:21:11 AM

- Image
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Sales (Last 2 Years)
- Other Flood Areas (0.2% Annual Chance)
- Special Flood Hazard Areas (1% Annual Chance)

Map Provided by the St. Louis C



City of Valley Park
320 Benton Street
Valley Park, MO 63088
636-225-5171

Conditional Use Permit Application

Property Address: 839 Meramec Station Rd, Valley Park, MO

Brief Project Description: Medical Marijuana Dispensary

(Additional pertinent material describing the project may be attached)

Submission Requirements Checklist

- o Filing fee.
- o Out boundary plat of the property.
- o A proposed site plan if changes are proposed as part of the use operation.
- o List of property owners and addresses within 200 feet of subject property.
- o A letter addressed to the Planning and Zoning Commission formally requesting the CUP. The letter should describe the pro-posed use, location and hours of operation. The letter should also address the following Burden of Proof requirements.
 - In presenting any application for a conditional use permit to the Planning Commission for review and approval, the burden of proof shall rest with the applicant to provide any necessary evidence required by the Commission to clearly indicate that the proposed conditional use shall meet the following criteria:
 - a. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.
 - b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
 - c. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
 - d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 - i. The location, nature and height of buildings, structures, walls, and fences on the site, and
 - ii. The nature and extent of proposed landscaping and screening on the site.
 - e. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations.
 - f. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
 - g. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

Notice Process Summary

Requests are reviewed during a public hearing held before the Planning and Zoning Commission. Public hearings are advertised in a newspaper of general circulation and with a sign posted on the property 15 days prior to the public hearing date. The applicant is responsible for mailing public hearing notices to property owners within 200 feet of the subject property. Mailed notices shall be postmarked at least 15 days prior to the public hearing date. The Planning and Zoning Commission decision shall be submitted to the Board of Aldermen. The Board of Aldermen may accept the decision or choose to review the request. Protest petitions or appeals of decisions must be filed with the City Clerk and will be heard by the Board of Aldermen. See the City Code section below for detailed requirements and process.

Article X Special Procedures and Regulations, Section 405.610 Conditional Use Permit Procedure

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

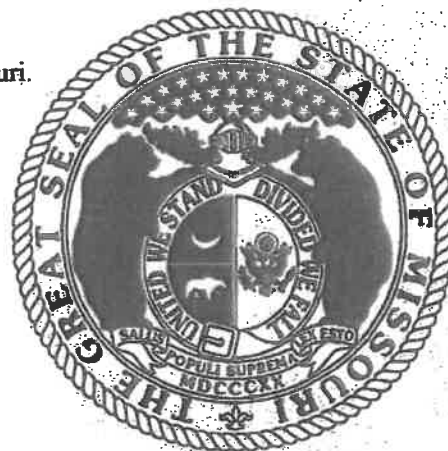
COMO HEALTH LLC
LC001654529

filed its Articles of Organization with this office on the 25th day of June, 2019, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the 25th day of June, 2019, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 25th day of June, 2019.


Secretary of State



STATE OF MISSOURI
DEPARTMENT OF HEALTH & SENIOR SERVICES
DIVISION OF REGULATION AND LICENSURE

MEDICAL MARIJUANA CERTIFICATE FOR:

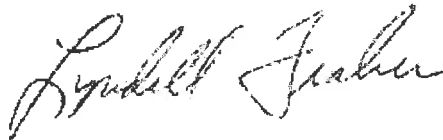
COMO HEALTH LLC

**839 MERAMEC STATION RD
VALLEY PARK, MO - 63088**

LICENSE: DIS000121

IS HEREBY GRANTED A CERTIFICATE *TO DISPENSE* MEDICAL MARIJUANA AT THE ABOVE NAMED LOCATION IN ACCORDANCE WITH ARTICLE XIV OF THE MISSOURI CONSTITUTION AND THE RULES PROMULGATED THEREUNDER, SUBJECT TO ALL THE PROVISIONS THEREOF AND TO THE REGULATIONS OF THE MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES, MEDICAL MARIJUANA REGULATORY PROGRAM.

THIS LICENSE IS ISSUED FOR THE PERIOD ENDING **01/23/2021**.



LYNDALL FRAKER
DIRECTOR,
SECTION FOR MEDICAL MARIJUANA REGULATION



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of the latest date of signature below by either Seller or Purchaser (the “**Effective Date**”), is made and entered into by and between **Pintail LLC**, a Missouri limited liability company (the “**Seller**”), and **COMO Health, LLC**, a Missouri limited liability company (the “**Purchaser**”).

1. PURCHASE AND SALE OF PROPERTY: Seller agrees to sell and Purchaser agrees to purchase certain real property and building commonly known and numbered as 839 Meramec Station Rd, Valley Park, MO 63044 in the County of St. Louis, State of Missouri, together with all other rights, appurtenant easements, improvements, and appurtenances thereto and thereon (the “**Property**”).

2. NON-REFUNDABLE DEPOSIT: Within ten (10) business days following the Effective Date, Purchaser shall deposit **Ten Thousand and No/100 Dollars (\$10,000.00)** (together with any Extension Deposit if made pursuant to Section 6 below, the “**Deposit**”) with St. Louis Title, L.L.C., 7701 Forsyth Blvd., Suite 200, Clayton, Missouri 63105, Attn: Kelly Cochran. The Deposit shall be payable to Seller and credited against the Total Purchase Price if the transaction contemplated herein is closed in accordance with the terms of this Agreement. If for any reason other than default by Seller hereunder (addressed in Section 21(a)) Purchaser does not acquire the Property, then the Deposit shall be disbursed to Seller as consideration for this Agreement.

3. CLOSING DATE AND LOCATION: The Closing shall occur at the Title Company no later than thirty (30) days following the Contingency Deadline (as defined below). The parties may close remotely by delivering all required documents/funds to the other party (or via escrow with the Title Company) consistent with this Agreement. Possession of the Property shall be delivered to the Purchaser on the Closing Date.

4. PURCHASE PRICE: The total purchase price to be paid by Purchaser to Seller for the purchase of the Property is **TwoHundred Eighty Thousand and No/100 Dollars (\$280,000.00)** (“**Total Purchase Price**”). The Purchase Price is subject to proration and adjustments as provided hereinafter, and shall be payable as follows:

(a) Deposit with Seller:	\$10,000.00
(b) Cash due at Closing (subject to Section 6 below):	<u>\$270,000.00</u>
Total Purchase Price:	\$280,000.00

5. SELLER DELIVERIES: Within five (5) business days following the Effective Date of this Agreement, Seller shall deliver to Purchaser:

- (a) A copy of a survey completed by Buescher, Ditch and Associates dated December 28, 2017, known as Job No. 17034; and
- (b) A copy of an environmental report dated December 2017 from Quality Testing known as QTE No. 17-0672-E.

6. **CONTINGENCIES:** Purchaser's offer to buy is contingent on:

- (a) Purchaser's satisfaction with the title and title insurance policy for the Property;
- (b) Purchaser's satisfaction with the results of an ALTA survey of the Property, performed by a licensed Missouri land surveyor;
- (c) Purchaser's satisfaction with the environmental condition of the Property;
- (d) Purchaser's satisfaction of an acceptable appraisal and appropriate financing for the Property;
- (e) Purchaser's satisfaction with the physical condition of the building and soil including but not limited to all structural, mechanical, electrical, plumbing, roofing, and loading systems; and
- (f) Purchaser's receipt of all governmental approvals necessary or desirable, in Purchaser's sole and absolute discretion, to acquire, remodel (if desired), and operate on the Property Purchaser's desired uses ("**Approvals**") provided, however, any such Approvals that are specific to the Property shall be expressly contingent upon Closing. Seller agrees to join in any applications, requests, petitions or other filings related to all Approvals, including but not limited to any necessary zoning changes and approvals, at Purchaser's sole cost and expense.

If any of the above-specified contingencies are not satisfied in Purchaser's sole judgment, by December 31, 2019 (the "**Contingency Deadline**"), Purchaser shall so notify Seller, in writing. Upon such notice, this Agreement shall be terminated, the Deposit shall be returned to Purchaser and the parties hereto shall have no further obligation hereunder except for those obligations that expressly survive the termination of this Agreement. In the absence of such notice, the contingencies shall be deemed satisfied or waived, the Deposit shall become non-refundable to Purchaser but creditable toward the Total Purchase Price at Closing and this Agreement shall continue in full force and effect. Notwithstanding any provision contained herein to the contrary, Purchaser shall have the right to extend the Contingency Deadline, with respect to the contingency set forth in Section (f) only, for four (4) periods of thirty (30) days each by making an additional \$3000.00 deposit to the Title Company (each an "**Extension Deposit**") for each thirty (30) day extension of the Contingency Deadline. Each Extension Deposit shall become part of the Deposit, and shall be non-refundable to Purchaser except as expressly provided for in this Agreement, but creditable toward the Total Purchase Price at Closing. Seller and Purchaser agree that any such extension(s) of the Contingency Deadline shall be effective upon Purchaser's sending of notice to Seller of Purchaser's election to extend the Contingency Deadline, such notice(s) to be given as provided in this Agreement. Should Purchaser fail to make timely payment of any required Extension Deposit, Seller may, in its sole and absolute discretion, terminate this Agreement and the Deposit and any Extension Deposit(s) held by the Title Company shall be released to Seller with no further action or consent required by Purchaser.

7. **TITLE:** Seller shall furnish a Special Warranty Deed, subject only to those matters of record approved by Purchaser pursuant to Section 6(a) above (the "**Permitted**

Exceptions"). Buyer and Seller hereby agree that all non-delinquent property taxes and assessments shall be deemed a Permitted Exception. Title will be insurable and marketable in fact pursuant to Title Company's requirements for issuing an owner's title policy to Purchaser subject only to the Permitted Exceptions. If title is marketable, Purchaser shall pay for an owner's policy of title insurance; if title is found imperfect and Seller cannot or will not perfect title or obtain commitment for title insurance as above provided within fifteen (15) calendar days of Purchaser's delivery of Purchaser's title commitment to Seller, the Deposit shall be returned to Purchaser and the parties hereto shall have no further obligation hereunder except for those obligations that expressly survive the termination of this Contract.

8. PURCHASER'S ACCESS TO PROPERTY: Upon reasonable notice to Seller which notice may be given my e-mail, Purchaser and its agents shall have the right of access to the Property at reasonable times for inspections and/or tests, prior to the Contingency Deadline; provided, however, that Seller or Seller's agents and/or representatives shall have the right, but not the obligation, to be present during the performance thereof. Purchaser agrees to indemnify, defend, and hold harmless Seller for, from, and against any and all claims arising out of Purchaser's exercise of the rights granted by this Agreement, including, without limitation, any claims relating to mechanics' or materialmen's liens arising from Purchaser's activities.

9. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS: Seller hereby represents, warrants and covenants to Purchaser as follows, provided that in the event any warranty or representation is false or inaccurate or any covenant is breached in any material fashion as of the Closing Date or any time prior thereto, Purchaser may terminate this Agreement and receive a full refund of the Deposit:

(a) Seller is a Missouri limited liability company duly organized and in good standing under the laws of the State of Missouri, and has the full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) Seller is not a "foreign person" within the meaning of Section 1445(3) of the Internal Revenue Code of 1986, as amended;

(c) Seller is the sole owner of legal, fee simple title to the Property;

(d) To Seller's actual knowledge, there is no pending and no threatened litigation affecting the Property;

(e) To Seller's actual knowledge, Seller has not entered into any agreement concerning the transfer, encumbrance or lease of the Property, and Seller shall not enter into any such sale contract or agreement with respect to the Property at any time prior to the Closing Date and so long as this Agreement is in effect;

(f) To Seller's actual knowledge, Seller has not received any notices relating to any violation of any zoning regulations which affect the Property and Seller has not received notice from any governmental authority requiring any alterations or modifications to the Property. To Seller's actual knowledge, no condemnation action is currently being threatened or instituted against the Property;

(g) To Seller's actual knowledge, except anything in the environmental report dated December 2017 from Quality Testing known as QTE No. 17-0672-E there are no hazardous wastes or hazardous substances (as defined by federal, state, or local law) on or beneath the surface of the Property which Seller or any other person or entity has placed or caused or allowed to be placed on the Property and which may cause any investigation by any governmental agency, and which may be on the Property in violation of any federal, state, or local law or regulation relating to hazardous substances. To Seller's actual knowledge, there has been no storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, lacing or escape of any hazardous substances or hazardous wastes on, in, under or from the Property and there are no underground storage tanks on the Property; and

(h) Seller will promptly advise Purchaser of any notices or information that Seller receives which in any way affects the representations, warranties and covenants of Seller in this Section 9, and will supplement any disclosures made by Seller to Purchaser promptly and in all events prior to Closing.

10. SURVIVAL OF WARRANTIES: Those provisions of this Agreement which relate to Seller's representations, warranties and covenants shall survive the Closing. Seller shall indemnify and hold Purchaser and any assignee of Purchaser harmless from any loss, cost, expense (including reasonable attorneys' fees in enforcing Purchaser's rights hereunder or defending any claim by a third party), or damages sustained by reason of Seller's breach of any representation, warranty, or covenant by Seller for a period of one (1) year.

11. NOTICES: All notices, consents, approvals and other communications which may be or are required to be given by either Seller or Purchaser under this Agreement (collectively, "notices") shall be properly given only if made in writing (except as expressly provided to the contrary in this Agreement) and sent by (i) hand delivery, (ii) overnight delivery service such as Federal Express, UPS, or DHL, or (iii) U.S. Certified Mail, Return Receipt Requested. All delivery charges for notices shall be paid by the sender and the notices shall be addressed (or emailed) to the Purchaser or Seller, as applicable, as set forth below, or at such other address(es) (including email address(es)) as each may request in writing pursuant to this Section. Such notices shall be deemed received on the date of delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

If to Seller: Pintail LLC
c/o Bob Glarner
1701 Macklind Avenue
St. Louis, Missouri 63110
Email: bob@glarnerstl.com

with a copy to: Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attn: David Richardson
Email: david.richardson@huschblackwell.com

If to Purchaser:

COMO Health, LLC

5109 Buckeye Dr.

Columbia, MO 65203
Attn: Jason Corrado

Email: Assetdispositionllc@gmail.com

12. CLOSING DOCUMENTS: At Closing, the following documents shall be executed and/or delivered by the appropriate parties, in form and substance acceptable to Purchaser and the Title Company:

(a) Special Warranty Deed for the Property from Seller to Purchaser subject only to ad valorem real estate taxes for the year of closing and thereafter and title exceptions, if any, approved by Purchaser pursuant to Section 5 hereof, conveying the Property from Seller to Purchaser free and clear of any liens, deeds of trust or other monetary encumbrances. In the event the legal description of the Property set forth in the title commitment and the survey obtained by Purchaser as provided above differ, the legal description set forth in the commitment shall be reflected in the Special Warranty Deed, and Seller shall execute and deliver to Purchaser a Quit Claim Deed reflecting the legal description set forth in the survey;

(b) All affidavits of Seller reasonably required by Title Company to delete standard exceptions from Purchaser's title insurance policy, including the mechanic's lien exception but excluding the survey exception;

(c) A non-foreign transferor affidavit from Seller;

(d) Evidence of Seller's authority to enter into this Agreement and sell the Property (including any certificates, resolutions or other evidence of such authority that may be reasonably requested by Purchaser or Title Company); and

(e) Such other documents or instruments as may be reasonably required in order to convey the Property to the Purchaser or to satisfy the obligations of the parties hereunder.

13. TOTAL PURCHASE PRICE AND CLOSING ADJUSTMENTS: At Closing, Purchaser shall pay or cause to be released to Seller the Total Purchase Price as set forth in Section 4 hereof, subject to such adjustments as herein provided. At Closing, Seller shall pay all property taxes, special assessments, payments in lieu of taxes (PILOTs), and utility bills and costs related to the Property accrued through the Closing Date, and Purchaser shall pay such amounts accruing after the Closing Date, based on the most recent and available bills and assessed valuations, where applicable. Such prorations shall be final and shall not be adjusted after Closing. All Title Company closing fees shall be borne one-half by each of Seller and Purchaser. Purchaser shall pay recording fees pertaining to the Special Warranty Deed (and Quit Claim Deed, if one is given pursuant hereto). Purchaser shall pay the premium for Purchaser's title insurance policy and Purchaser shall pay the cost of extended coverage and any

endorsements requested by Purchaser. Seller shall pay recording fees pertaining to any lien/mortgage releases.

14. CONDITION TO CLOSING: As a condition to Closing, there shall have been no material adverse change in the condition of the Property as revealed by Purchaser's investigations or the Approvals obtained by Purchaser pursuant to Section 6. In the event of any such material adverse change, Purchaser may either (i) terminate this Agreement, or (ii) proceed to Closing subject to such material adverse change without adjustment to the Total Purchase Price.

15. SALES COMMISSIONS WARRANTY: Seller and Purchaser warrant and represent to one another that, except for Jason Corrado HouseMart Realty____ ("Purchaser's Brokers") and Paul Fusz CBRE____ ("Seller's Broker"), there are no sales commissions due hereunder as a result of any brokers or agents employed by Seller or Purchaser. Seller shall pay the commissions due to Purchaser's Brokers and Seller's Broker arising from this transaction at Closing. Seller shall indemnify Purchaser and hold it harmless from any claim, action, demand, damages or liability, including reasonable attorneys' fees, arising out of any claim that any other commission is due, except as arising out of any claim that a commission is due as a result of employment by Purchaser, except for Purchaser's Brokers. Purchaser shall indemnify Seller and hold it harmless from any claim, action, demand, damages or liability, including reasonable attorneys' fees, arising out of any claim that any commission is due, except as arising out of any claim that a commission is due as a result of employment by Seller, except for Seller's Broker.

16. WAIVER OF CONTINGENCIES: Purchaser reserves the right to waive any and all conditions or contingencies contained in this Agreement. Any such waiver to be effective must be in a writing signed by the Purchaser.

17. TIME OF THE ESSENCE: With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

18. COMPUTATION OF TIME: If the last day for deposit of Deposit, giving of notice, or performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Missouri, then such last day shall be extended to the next succeeding business day.

19. ASSIGNABLE BY PURCHASER: Seller may not assign all or any part of its rights, interests or obligations hereunder. Purchaser may assign its rights and interests hereunder or delegate its duties hereunder to an entity which is a parent, subsidiary or affiliate of Purchaser without the consent of Seller; provided, however, no such assignment shall release Purchaser from liability under this Agreement.

20. BINDING ON SUCCESSORS AND ASSIGNS: This Agreement is binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

21. REMEDIES IN CASE OF DEFAULT:

(a) In the event of a default hereunder by Seller, Purchaser shall have the option of either (i) terminating this Agreement and receiving a full refund of the Deposit, regardless of the timing of such termination or status of contingency satisfaction/waiver hereunder, and upon such termination, except as expressly provided herein, the parties shall have no further liability to one another hereunder, or (ii) specifically enforcing this Agreement.

(b) In the event of default hereunder by Purchaser, Seller shall be limited, as its sole equitable and legal remedy, to retain the Deposit as liquidated damages, the parties agreeing that the aforementioned amount is their best estimate of Seller's damages in such case, such damages being difficult, if not impossible to ascertain.

(c) In the case of any legal or equitable action taken by either party in connection with the default of the other party, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorneys' fees incurred in connection therewith.

22. CASUALTY LOSS AND CONDEMNATION:

(a) Casualty. If after the Effective Date, the Property is destroyed or damaged by fire, windstorm, or otherwise, Seller shall restore same within ninety (90) calendar days, if possible, and the Closing date shall be extended accordingly. If the Property cannot be restored within said ninety (90) calendar days or if Seller refuses to restore the Property, Purchaser shall have the option of canceling this Contract. If canceled, the Deposit shall be returned to Purchaser and the parties hereto shall have no further obligation hereunder except for those obligations that expressly survive the termination of this Contract.

(b) Condemnation or Taking. If, prior to Closing, the Property or any part thereof shall be condemned or taken, or a condemnation action is instituted against the Property, Seller shall provide written notice of such condemnation or condemnation proceeding to Purchaser within three (3) days of Seller's receipt of such notice. Thereafter, Purchaser shall have five (5) business days from its receipt of written notice from Seller to elect whether to: (i) terminate this Agreement, or (ii) complete the transactions contemplated by this Agreement notwithstanding such condemnation. If Purchaser fails to make a timely election hereunder, then Purchaser shall have been deemed to have elected to terminate this Agreement. If Purchaser shall elect to complete the transactions contemplated hereby, Purchaser shall be entitled to receive the condemnation proceeds and Seller shall, at Closing and thereafter, execute and deliver to Purchaser all required assignments of claims and other similar items.

23. EXECUTION IN COUNTERPARTS: This Agreement may be executed in one or more counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument, which shall constitute an original. This Agreement may be executed by telefax or as a .pdf (portable digital format) document, which shall constitute an original.

24. GOVERNING LAW: This Agreement shall be governed and interpreted in accordance with the laws of the State of Missouri.

25. **SEVERABILITY**: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provisions of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

26. **SECTION HEADINGS; CONSTRUCTION**: The headings of the Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or term.

27. **CONFIDENTIALITY**: Each party hereto shall hold in strict confidence all documents and information concerning the other party, the Property, and this Agreement, and shall disclose such documents and information only as necessary to (a) consultants, contractors, and advisors of such party, or (b) governmental officials or others to the extent necessary or desirable to pursue and negotiate the Approvals or incentives related to Purchaser's intended development of the Property.

28. **ENTIRE AGREEMENT**: This Agreement constitutes the entire understanding of the parties and neither party shall be bound by any matter within the subject thereof unless expressly set forth in this Agreement.


The remainder of this page is intentionally blank—signature page follows.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the Effective Date.

SELLER:

Pintail LLC, a Missouri limited liability company

By: **Swiss LLC, its Manager**

By: 
Robert B. Glarner, Jr., Manager

Date: 8/15/2019 | 07:18 PDT

PURCHASER:

COMO Health, LLC, a Missouri limited liability company

By: 
Jason Corrado, Authorized Agent

Date: August 14th, 2019

Statement of Consent
Owner

August 14, 2019


RE: Written Consent for proposed medical marijuana facility at 839 Meramec Station Rd, St.Louis MO (the "Properties")

To the State of Missouri (the "State"):

This letter is to confirm that Pintail LLC is the owner of record of the Property. The undersigned is a legally qualified representative of the entity and:

- 1) Acknowledges the use of the Properties for medical marijuana facilities by COMO HEALTH, LLC;
- 2) Authorizes the Application and for Applicant to occupy the premise pursuant to the terms of that certain Purchase and Sale Contract dated August 14th, 2019; and

Pintail LLC

DocuSigned by:

By: _____
5581A0099FAD433...

8/15/2019 | 07:18 PDT

Its: Authorized Representative

St. Louis County Map 839 Meramec Station Rd



2/19/2020, 9:21:11 AM

Image

Red: Band_1

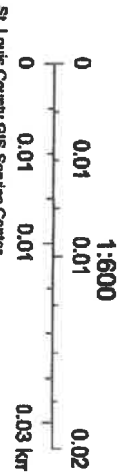
Green: Band_2

Blue: Band_3

Sales (Last 2 Years)

Other Flood Areas (0.2% Annual Chance)

Special Flood Hazard Areas (1% Annual Chance)



Property Owners & Addresses within 200 feet of 839 Meramec Station Rd

**Hardees, 850 Meramec Station Rd
Hardees Restaurants Llc,
1325 N Anaheim Blvd, Anaheim CA, 92801**

**Gateway Metro Federal Credit Union, 840 Meramec Station Rd
Gateway Metro Federal Credit Union
1001 Pine St, Saint Louis MO, 63101**

**Apple Dental, 830 Meramec Station Rd
Wjh Holdings Llc
830 Meramec Station Rd, Valley Park MO, 63088**

**Brian C Schroeder, 818 Meramec Station
Brian C Schroeder
818 Meramec Station Rd., Valley Park MO, 63088**

**Stonegate Center, 1 Stonegate Center
Stonegate Center Partnership,
150 N Meramec Suite 500, Saint Louis MO, 63105**

**Public Storage, 831 Meramec Station
Diversified Storage Fund
P O Box 25025, Glendale CA, 9122**

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI
COUNTY OF ST. LOUIS

} S.S.

Before the undersigned Notary Public personally appeared **Karie Clark** on behalf of **THE COUNTIAN, ST. LOUIS COUNTY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **April 06, 2020** edition and ending with the **April 06, 2020** edition, for a total of 1 publications:

04/06/2020



Karie Clark

Subscribed & sworn before me this 6th day of Apr, 2020
(SEAL)



Notary Public

CHANEL JONES
Notary Public - Notary Seal
State of Missouri
Commissioned for St Louis County
My Commission Expires: August 08, 2022
Commission Number: 14397721

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Planning and Zoning Commission of the City of Valley Park, Missouri at 7:00 p.m. **Monday, April 20, 2020** and then again by the Board of Aldermen of the City of Valley Park, Missouri at 7:00 p.m. **Monday, April 27, 2020**. Because of the COVID-19 Pandemic and National Emergency Declaration, this meeting will only available to the general public via on-line broadcast. Pursuant to Sec. 610.015, elected officials may participate by being physically present at city hall or via teleconference. This public hearing will be broadcast from the Council Chambers of City Hall, 320 Benton Street, Valley Park, Missouri to consider the following applications related to the following properties: 839 Meramec Station Road - A Conditional Use Permit for the purpose of a medical marijuana dispensary. At said hearing interested parties and citizens shall have an opportunity to be heard. Any questions or inquiries should be directed to Dusty Hosna, City Clerk, at 636-861-1385 during regular office hours.

***610.015. Votes, how taken. -**

Except as provided in section 610.021, rules authorized pursuant to Article III of the Missouri Constitution and as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected, except for the Missouri general assembly and any committee established by a public governmental



MISSOURI DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAY DESIGN
 1000 EAST WASHINGTON AVENUE
 COLUMBIA, MISSOURI 65201
 PROJECT NO. 2018-10-001



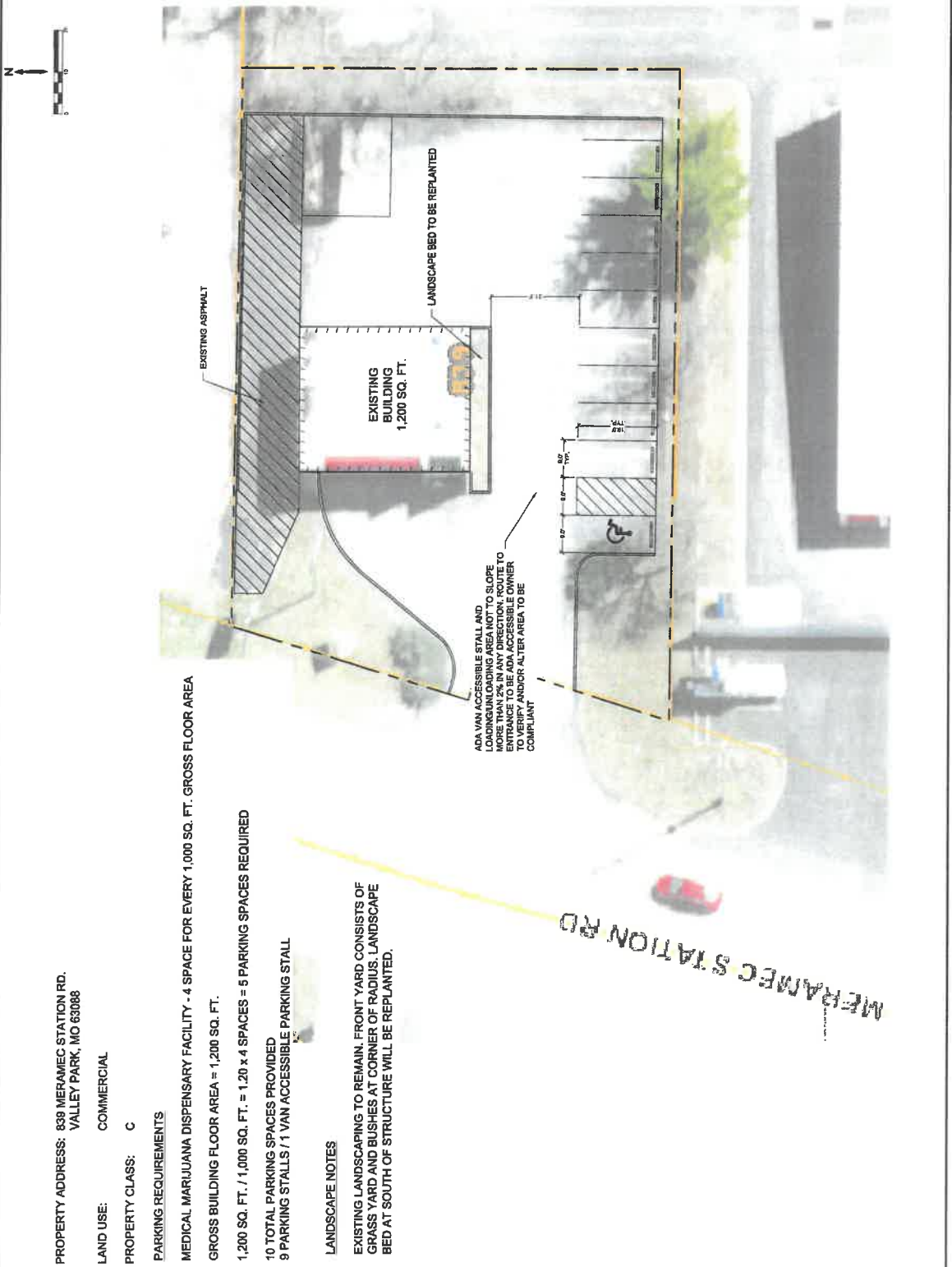
3/11/2020

REVISIONS

CORRADO
 836 MERAMEC STATION ROAD
 VALLEY PARK, MISSOURI

DESIGNED BY: [Redacted]
 CHECKED BY: [Redacted]
 DATE: [Redacted]

SITE PLAN
 DRAWING NO. C100 01 of 01



PROPERTY ADDRESS: 836 MERAMEC STATION RD.
 VALLEY PARK, MO 63088

LAND USE: COMMERCIAL

PROPERTY CLASS: C

PARKING REQUIREMENTS

MEDICAL MARIJUANA DISPENSARY FACILITY - 4 SPACE FOR EVERY 1,000 SQ. FT. GROSS FLOOR AREA

GROSS BUILDING FLOOR AREA = 1,200 SQ. FT.

1,200 SQ. FT. / 1,000 SQ. FT. = 1.20 x 4 SPACES = 5 PARKING SPACES REQUIRED

10 TOTAL PARKING SPACES PROVIDED

9 PARKING STALLS / 1 VAN ACCESSIBLE PARKING STALL

LANDSCAPE NOTES

EXISTING LANDSCAPING TO REMAIN. FRONT YARD CONSISTS OF GRASS YARD AND BUSHES AT CORNER OF RADIUS. LANDSCAPE BED AT SOUTH OF STRUCTURE WILL BE REPLANTED.



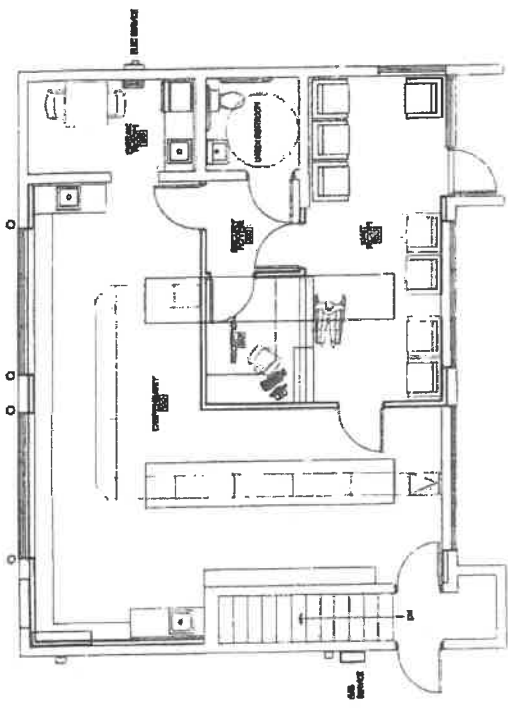
SIMON ASSOCIATES INC.
 ARCHITECTS
 200 Parkside, Omaha, Nebraska 68102
 (402) 442-1100
 FAX (402) 442-1101
 TO CONTACT US
 PLEASE CALL (402) 442-1100



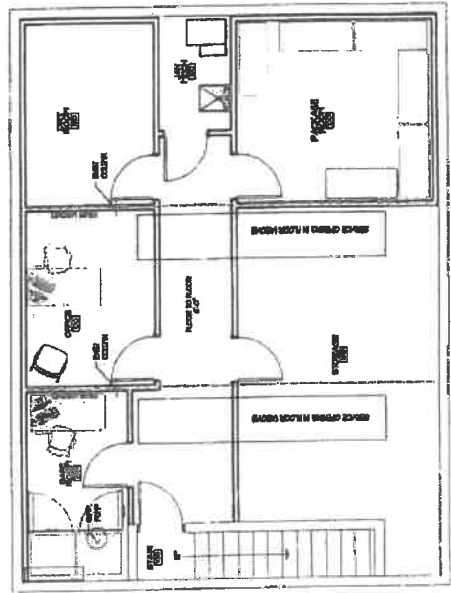
COMO HEALTH
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 Omaha, NE 68102
 (402) 442-1100



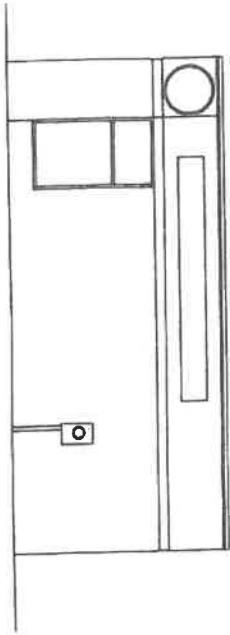
ASO
 ARCHITECTS
 1000 S. 10th Street, Suite 100
 Omaha, NE 68102
 (402) 442-1100



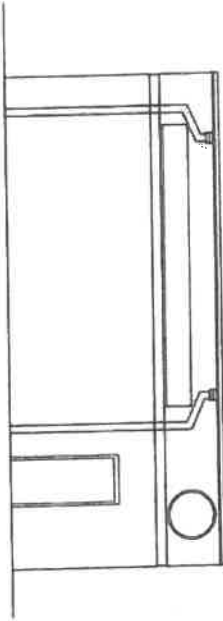
2 MAIN LEVEL FLOOR PLAN
 12/15/07



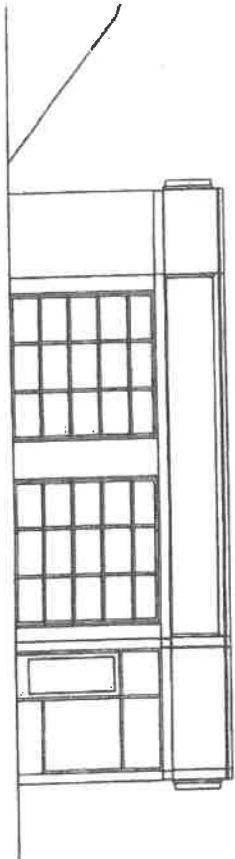
1 BASEMENT FLOOR PLAN
 12/15/07



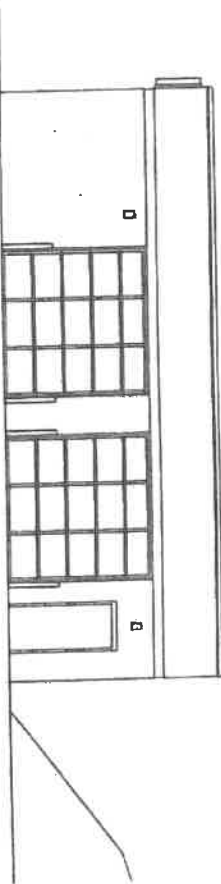
1 SOUTH ELEVATION
DATE: 10/15/15



2 NORTH ELEVATION
DATE: 10/15/15



3 WEST ELEVATION
DATE: 10/15/15



4 EAST ELEVATION
DATE: 10/15/15



CoHo HEALTH
10000 CoHo Blvd
El Paso, TX



SIMON ASSOCIATES INC.
ARCHITECTURE
200 Park Avenue, Suite 1000, New York, NY 10022
Phone: 212.693.1000

Project No. 15-001
Drawing No. 15-001-01
Date: 10/15/15

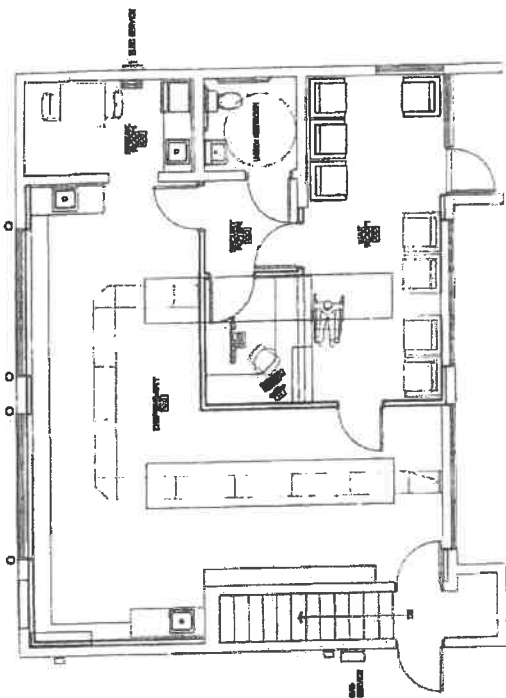




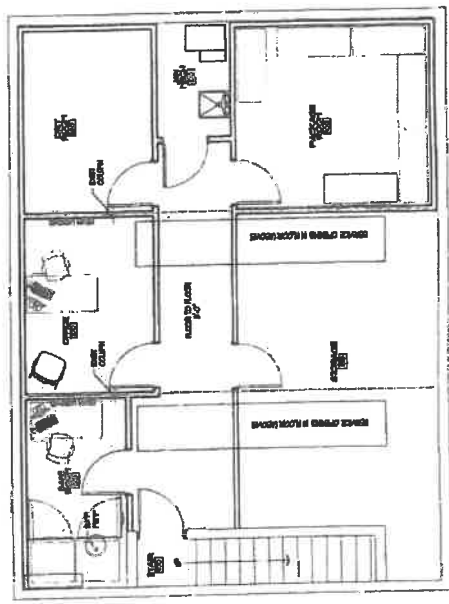
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 WWW.COMOHEALTH.COM



2 MAIN LEVEL FLOOR PLAN
 SCALE: 1/8" = 1'-0"



1 BASEMENT FLOOR PLAN
 SCALE: 1/8" = 1'-0"

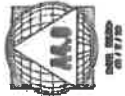


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 SIMON ASSOCIATES INC.
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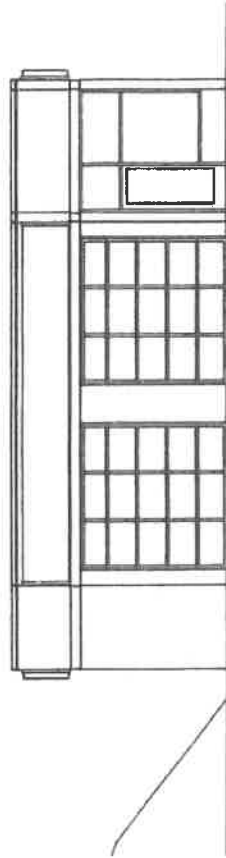
SIMON ASSOCIATES INC.
 ARCHITECTS
 10000 UNIVERSITY AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 750-1000



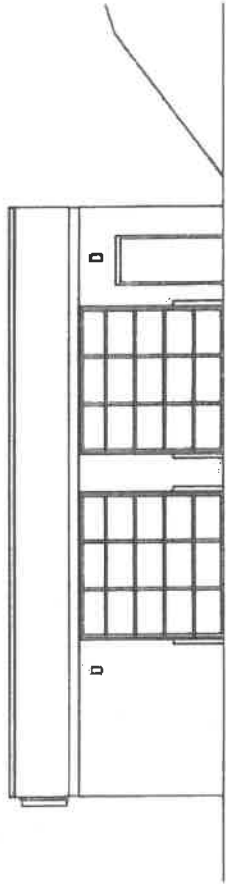
CoMo HEALTH
 1000 UNIVERSITY AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 750-1000



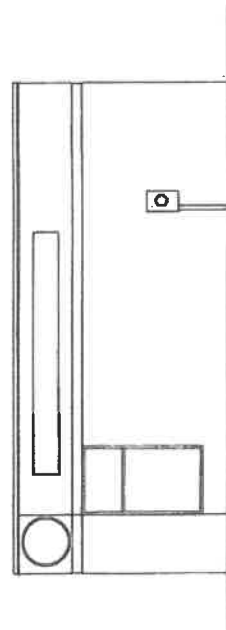
1 EAST ELEVATION
 02/20/2016



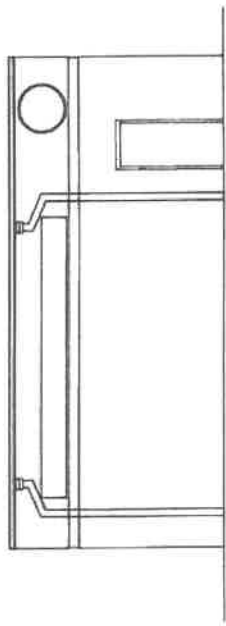
2 EAST ELEVATION
 02/20/2016



3 SOUTH ELEVATION
 02/20/2016



4 NORTH ELEVATION
 02/20/2016



MEMORANDUM

Re: Review of a Conditional Use Permit
Request for a Medical Marijuana
Dispensary at 839 Meramec Station Rd

To: Dusty Hosna

Date: 04/13/2020

From: Anna Krane, AICP

CC: John Brancaglione

.....

Pursuant to your request for review of the medical marijuana dispensary proposed at 839 Meramec Station Road, we have provided the following analysis. We reviewed the proposed business operations against the Conditional Use Permit regulations and have recommend conditions to be included in the ordinance governing the use at the subject property.

Background

In February of 2019, the City adopted an ordinance adding medical marijuana dispensaries as an allowed use with a Conditional Use Permit in the C-1, C-2, I-1, PD-C and PD-I Zoning Districts. Conditional uses are types of uses that are often desirable, necessary or convenient to residents, but can by nature have impacts to the immediate area that require mitigation on a case-by-case basis such as generating excess traffic, noise and pollution generation, or potential public health or safety impacts. In January of 2020, Missouri announced the list of businesses awarded licenses for dispensaries. The applicant was awarded a license by the state, but had not yet completed the Conditional Use Permit process for the City.

The subject property is zoned C-1 Neighborhood Business District and therefore, a medical marijuana dispensary is a permitted use on this property with the approval of a Conditional Use Permit. Surrounding properties are zoned C-1, R-1, R-3, and commercial. The property is located at the City limits, with Twin Oaks and Manchester to the north and west. The intersection of Big Bend Road and Meramec Station Road is just north of the site with access to Highway 141 northwest of the property. The subject property contains a surface parking lot and a single-story commercial building, formerly an automotive service shop. The applicant is proposing to renovate the existing building for the proposed dispensary. Preliminary plans for interior and exterior modifications to the building have been submitted. The proposed hours of operation are Monday through Sunday from 8:00 a.m. till 8:00 p.m.

Review

Article X, Section 405.610 of the City Land Use Code outlines regulations for submission, review, and adoption of a Conditional Use Permit. Specific criteria for review are listed to guide the analysis of a proposed conditional use in order to facilitate the mitigation of potential impacts. Section 405.610.B.3 states that "the burden of proof shall rest with the applicant to provide any necessary evidence required by the Commission to clearly indicate that the proposed conditional use shall

MEMORANDUM

meet the following criteria.” The CUP criteria is listed below (A-H) with our analysis of each criterion. Additional review criteria based on the proposed use is also included (I).

- A. *The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.*
- » The proposed use is allowed with a Conditional Use Permit (CUP) in the subject zoning district. The applicant is proposing to use the existing building. No significant site or building layout modifications are proposed.
 - » The applicant submitted a copy of their “Certificate to Dispense Medical Marijuana” at this property from the Missouri Department of Health and Senior Services. The certificate shows that the business operations plan complies with state regulations.
- B. *The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.*
- » The subject property is located adjacent to major vehicle transportation routes and will be easily accessible. The subject property is also surrounded by commercial uses. The proposed use will supply a local demand of City residents and residents of surrounding communities. The proposed use will operate similarly to a pharmacy in that only patrons with legal identification cards acting as prescriptions will be allowed to purchase the medical marijuana and associated items.
- C. *The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.*
- » The proposed dispensary was licensed in the first round of licenses issued in Missouri, so there are not studies of market or property impacts of existing dispensaries in Missouri. Based on results of similar legislation passed in other states, the proposed dispensary should not negatively impact surrounding commercial property.
 - » The applicant will be making modifications to update the appearance of the property. The existing property is vacant and appears so due to conditions of the parking lot paving, landscape, and signage. The proposed site modifications will improve the exterior appearance.
- D. *The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning*

MEMORANDUM

district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:

- i. *The location, nature and height of buildings, structures, walls, and fences on the site, and*
 - » The subject property was previously used for an automobile service store. The applicant plans to use the existing building and site layout. The building is located on the northwest corner of the site with surface parking surrounding. The one-story building is similar in size and massing to nearby commercial and restaurant buildings.
 - ii. *The nature and extent of proposed landscaping and screening on the site.*
 - » Currently, the site has minimal landscaped areas along the north, east, and south property lines. The landscape areas are similar in size to the landscape areas of adjacent properties. The applicant has stated an intent to bring all landscape areas into compliance with City regulations including the planting of one Japanese Maple in the front yard area. Additional landscape analysis is contained below.
- E. *Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations.*
- » Article VII, Section 405.370.B.2 states that personal care service uses shall provide five (5) on-site parking spaces per one thousand (1,000) square feet of floor area. The existing building measures 1,200 square feet, which makes the required on-site parking spaces six. The proposed site plan shows construction of ten parking spaces including one ADA van accessible space. While there is not a typical loading dock area, there is sufficient space in the surface lot to allow for delivery vehicles to park adjacent to the building and not block vehicle circulation.
 - » The City's Off-street Parking and Loading Requirements also include parking lot screening and landscaping requirements. The applicant plans to use the existing site layout. The existing landscape areas should be replanted to comply with requirements. To help bring the site into compliance and update the appearance, we recommend that the area in front of the building previously used to pull cars out of the repair bays is turned into landscaping. The drive lanes out of the building will no longer be used when the building is redeveloped, and this area is not needed for parking spaces. Creating the larger landscaped area will not only meet City requirements, but will also help transition the site from the heavy commercial uses to the north, to the residential uses to the south.
- F. *Adequate utility, drainage, and other such necessary facilities have been or will be provided.*

MEMORANDUM

- » The applicant is not proposing to alter the existing utility or drainage facilities on the site. The applicant did not provide a plan showing any site or parking area lighting. We recommend that lighting for the parking area is added for safety.
- G. *Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.*
- » One, two-way access point is provided to the site. Based on operations in other states and analysis of similar existing uses, patrons will likely visit the property throughout the business hours and not create significant peak-hour traffic. Even distribution of visits throughout the day lowers the possibility that the proposed use would cause large traffic congestion issues. The wide access will allow for easy passing of vehicles. The one access point should be sufficient for the proposed use.
- H. *The proposed uses are deemed consistent with good planning practice and are not inconsistent with the goals, objectives, and policies of the Comprehensive Plan; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; are deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City.*
- » The Comprehensive Plan calls for commercial uses on the subject property. The proposed use is a commercial use. The City ordinance that was adopted to allow medical marijuana uses coded medical marijuana dispensaries as 446110. The code is based on the North American Industry Classification System (NAICS), which is used in the City's Land Use Code to organize and define different land uses. According to NAICS, uses coded 446110 are Pharmacies and Drug Stores listed under the larger category of Health and Personal Care Stores. Uses with this code operate similarly to retail establishments; however, they are primarily engaged in selling of prescription and non-prescription drugs or medicines. The proposed use would provide access to a good not otherwise available to residents and the surrounding community. The proposed business will also be licensed and monitored by the state.
 - » By using an existing building and site layout that is similar to adjacent properties, the proposed business will likely blend more within the surroundings. The subject property is located in an ideal area adjacent to major transportation routes and also buffered from residential areas. The proposed re-use of the vacant building is also beneficial to the activity of the existing commercial area.

MEMORANDUM

I. Additional Considerations

- » Medical marijuana dispensaries will operate through a mostly cash business. This type of operation can be more susceptible to robberies. The applicant did not provide details of the security plan, which are to remain confidential. The applicant did state that multiple security cameras will be installed on the site and a 24-hour security monitoring system will be used. We recommend that exterior lighting is provided on site as an additional safety measure for patrons moving between the building and vehicles.
- » Medical marijuana can only be purchased legally by qualifying patients or primary caregivers of qualifying patients. As required by the State for all licensed dispensaries, the proposed business will have a system for verifying all Qualifying Medical Marijuana Patient or Primary Caregiver Identification Cards.
- » Marijuana has a distinct odor or smell, which can carry through the air. Proper air ventilation systems for the building can reduce the odor along the exterior of the site. No marijuana cultivation, product testing or manufacturing of marijuana infused products will take place on the subject property. Those operations would generate the strongest odors. The dispensary facilities are not likely to produce odors.
- » Chapter 515 contains the City's sign regulations. Commercial properties are permitted a maximum of two signs (attached sign, ground sign, or pole sign). The existing building has two attached signs and one pole sign. The existing signs will be removed, and any new signage must conform to the existing regulations.

Conclusion

The proposed medical marijuana dispensary is an appropriate use for the subject property based on the local and regional transit access, surrounding uses, and goals of the City's Comprehensive Plan. The proposed use is a unique business and therefore, conditions should be placed on the operation of the use and site to help mitigate potential impacts to the surrounding community and businesses. Based on the analysis provided above, we recommend approval of Conditional Use Permit with the following conditions:

1. The business owner shall maintain a valid license from the Missouri Department of Health and Senior Services to operate a medical marijuana dispensary at this permit location and provide proof of the license on a yearly basis to the City Clerk.
2. The business shall be operated substantially in accordance with the Conditional Use Permit Application submitted to the City on February 28, 2020.

MEMORANDUM

3. No marijuana cultivation, product testing, manufacturing, or use of marijuana infused products is permitted on the property.
4. The site plan shall be revised to show the location of the new Japanese Maple tree and the correct parking requirement of five parking spaces per 1,000 square feet and then submitted to the City for approval prior to issuing of construction permits.
5. The site shall be brought into compliance with the site plan approved by the site and maintained in compliance with such site plan.
6. The hours of operation shall be Monday through Sunday from 8:00 a.m. till 8:00 p.m.
7. Patrons must be twenty-one (21) or older to enter the building.
8. All security camera footage shall be monitored and maintained for at least ninety (90) days and be made available to law enforcement upon request.
9. A secure vault area with a locking safe shall be permanently affixed or built into the interior of the building for storage of currency and products.
10. All marijuana inventory shall be kept and stored in a secured and locked manner.
11. Parking area lighting shall be installed upon approval by the Building Commissioner.
12. Site landscaping shall be installed and maintained in compliance with Article VII, Section 405.350.
13. All signage shall be installed with a proper permit and compliant with the City's Sign Regulations, Chapter 515.