



# **CERTIFICATE OF NEED APPLICATION**

Project Number 6085 RS

Arnold Senior Living

A 78-bed Assisted Living and Memory Care Facility to be Co-Located with a 98-unit  
Independent Living Facility

Submitted to:

Missouri Health Facilities Review Committee

February 23, 2024

Submitted by:

Cody S. Hagan

Attorney at Law

Graves Garrett LLC

1100 Main Street, Suite 2700

Kansas City, MO 64105

Telephone: (816) 256-3181

# **CERTIFICATE OF NEED APPLICATION**

Project Number 6085 RS

Arnold Senior Living

## **CONTENTS**

Divider I

*Application Summary*

Divider II

*Proposal Description*

Divider III

*Service-Specific Criteria and Standards*

Divider IV

*Financial Feasibility Review Criteria and Standards*



Project Name: \_\_\_\_\_

Project No: \_\_\_\_\_

Project Description: \_\_\_\_\_

Done	Page	N/A	Description
------	------	-----	-------------

**Divider I. Application Summary:**

1. Applicant Identification and Certification (Form MO 580-1861)
2. Representative Registration (Form MO 580-1869)
3. Proposed Project budget (Form MO 580-1863) and detail sheet with documentation of costs.
4. Provide documentation from MO Secretary of State that the proposed owner(s) and operator(s) are registered to do business in MO.
5. State if the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous five (5) years.
6. If the license of the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose license was revoked.
7. State if the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years.
8. If the Medicare and/or Medicaid certification of any facility owned or operated by the proposed operator or any affiliate of the proposed operator has been revoked within the previous 5 years, provide the name and address of the facility whose Medicare and/or Medicaid certification was revoked.

**Divider II. Proposal Description:**

1. Provide a complete detailed project description.
2. Provide a timeline of events for the project, from CON issuance through project competition.
3. Provide a legible city or county map showing the exact location of the proposed facility.
4. Provide a site plan for the proposed project.
5. Provide preliminary schematic drawings for the proposed project.
6. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.
7. Provide the proposed square footage.
8. Document ownership of the project site, or provide an option to purchase.
9. Define the community to be served.
10. Provide 2025 population projections for the 15-mile radius service area.
11. Identify specific community problems or unmet needs the proposal would address.
12. Provide historical utilization for each of the past three (3) **FULL** years and utilization projections through the first three (3) **FULL** years of operation of the new LTC beds.
13. Provide the methods and assumptions used to project utilization.
14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
15. Provide copies of any petitions, letters of support or opposition received.
16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.
17. Document that providers of all affected facilities in the proposed 15-mile radius were addressed letters regarding the application.

**Divider III. Service Specific Criteria and Standards:**

1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.
2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.
3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.
4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health or other specialty beds.
5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.
6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.

**Divider IV. Financial Feasibility Review Criteria and Standards:**

1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data"
2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) **FULL** years beyond project completion.
4. Document how patient charges are derived.
5. Document responsiveness to the needs of the medically indigent.
6. For a proposed new skilled nursing or intermediate care facility, what percentage of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?
7. For an existing skilled nursing or intermediate care facility, what percentage of your admissions are Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission.

# **DIVIDER I**

## **Application Summary**



**Divider I: Application Summary**

1. **Applicant Identification and Certification (Form MO 580-1861).**  
See Attachment 1-1.1 and 1-1.2.
2. **Representative registration (Form MO 580-1869).**  
See Attachments 1-2.1 to 1-2.4.
3. **Proposed Project Budget (Form MO 580-1863) and detail sheet.**  
See Attachments 1-3.1 to 1-3.6.
4. **Documentation from MO SOS that owner and operator are registered to conduct business in Missouri.**  
See Attachment 1-4.
5. **License revoked within the previous 5 years?**  
No.
6. **Name and address of facility whose license was revoked.**  
N/A
7. **Medicare and/or Medicaid certification revoked within the previous 5 years?**  
No.
8. **Name and address of the facility whose Medicare and/or Medicaid certification was revoked.**  
N/A

## **DIVIDER I Attachments**



Certificate of Need Program

**APPLICANT IDENTIFICATION AND CERTIFICATION**

The information provided must match the **Letter of Intent** for this project, without exception.

<b>1. Project Location</b> <i>(Attach additional pages as necessary to identify multiple project sites.)</i>	
Title of Proposed Project Arnold Senior Living	Project Number 6085 RS
Project Address (Street/City/State/Zip Code) 38.418639 / -90.412996 Arnold, MO 63010	County Jefferson

<b>2. Applicant Identification</b> <i>(Information must agree with previously submitted Letter of Intent.)</i>		
<b>List All Owner(s):</b> <i>(List corporate entity.)</i>	Address (Street/City/State/Zip Code)	Telephone Number
Arnold Senior Living, LLC Attn: Denise Heintz	5051 S. National Ave., Suite 4-110 Springfield, MO 65810	(417) 300-4050
<i>(List entity to be licensed or certified.)</i>		
<b>List All Operator(s):</b> <i>(List entity to be licensed or certified.)</i>	Address (Street/City/State/Zip Code)	Telephone Number
Arnold Senior Living, LLC Attn: Denise Heintz	5051 S. National Ave., Suite 4-110 Springfield, MO 65810	(417) 300-4050

<b>3. Ownership</b> <i>(Check applicable category.)</i>			
<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Individual	<input type="checkbox"/> City	<input type="checkbox"/> District
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> County	<input checked="" type="checkbox"/> Other <u>LLC</u>

<b>4. Certification</b>
In submitting this project application, the applicant understands that:
(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.
We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

<b>5. Authorized Contact Person</b> <i>(Attach a Contact Person Correction Form if different from the Letter of Intent.)</i>		
Name of Contact Person Cody Hagan	Title Attorney	
Telephone Number (816) 285-3055	Fax Number (816) 256-5958	E-mail Address chagan@gravesgarrett.com
Signature of Contact Person 		Date of Signature 2/23/24

Area Schedule (Cross Building)	
Name	Area
Area - AL	41247.07 SF
Area - MC	12453.23 SF

Room Schedule - IL	
Name	Count
1 BD / 1 BA	55
2 BD / 2 BA	29
STUDIO	14
	98

Room Schedule - AL	
Name	Count
1 BD / 1 BA	23
2 BD / 2 BA	4
STUDIO	24
	48

Room Schedule - MC	
Name	Count
STUDIO	18
	18

Room Schedule - VILLAS	
Name	Count
VILLA	16
	16



**NOTE:**  
SITE PLAN SHOWS EXISTING CONTOURS. SITE GRADING AND RETAINING WALLS WILL BE REQUIRED!

**SITE PLAN NOTES**

- THESE NOTES ONLY APPLY TO THIS SHEET
1. ASPHALT PAVING. RE. DETAIL
  2. CONCRETE PAVING. RE. CIVIL
  3. 8" STRIP. WHITE TYP
  4. CARPORT. RE. DETAIL
  5. LOADING AREA
  6. MASONRY TRASH ENCLOSURE W/ GATES. RE. DETAIL
  7. DOOR FRAME. ARTIFICIAL TYP. 4" ALUM. FENCE W/ 3" GATE
  8. 4" CONCRETE PATIO. RE. CIVIL
  9. 4" CONCRETE SIDEWALK. RE. CIVIL
  10. GENERATOR
  11. ELEC. TRANSFORMER
  12. PORTE-COCHERE
  13. 3" FLAGPOLE. RE. ELEC. FOR LIGHTING
  14. MONUMENT SIGN
  15. SIGNAGE. REFER TO DETAILS ON SHEET A6.1
    - A. POST AND PANEL. TYPE A
    - B. POST AND PANEL. TYPE B
    - C. POST AND PANEL. TYPE C
    - D. POST AND PANEL. TYPE D
    - E. BUILDING SIGN TYPE E
    - F. BUILDING SIGN TYPE F
    - G. BUILDING SIGN TYPE G
    - H. CARPORT SIGNAGE (SEE SPACE) TYPE H
    - I. ADDRESS SIGNAGE
    - J. CLEARANCE SIGN TYPE J
    - K. SHADDE FREE CAMPUS SIGN TYPE K
    - L. 4" HIGH BLACK OXIDIZING ALUM. FENCE W/ 3" WIDE GATE
  16. 4" HIGH BLACK OXIDIZING ALUM. FENCE W/ 3" WIDE GATE
  17. OUTDOOR COOKING
  18. COVERED PAVILION
  19. PRE-FINISHED ALUM. FENCE GATE. 36" WIDE. GATE TO LOCK & INCLUDE ACCESS CONTROL. W/ DELAYED EGRESS LOCKS
  20. PRE-FINISHED VINYL FENCE GATE. 36" WIDE. GATE TO LOCK AND TO INCLUDE ACCESS CONTROL. W/ DELAYED EGRESS LOCKS
  21. NICKEL-PLATED BRASS RETAINING WALL
  22. 3" SHIP LUGS/BRASS COUPLER
  23. PUTTING GREEN
  24. RIGHT OF WAY TO THE EDGE OF THE EXISTING PAVEMENT IS TO RECEIVE 500 & IRRIGATION.

**SITE PLAN GENERAL NOTES**

- A. ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES
- B. ALL SIGNAGE TO BE PERMITTED SEPARATELY
- C. COORDINATE ALL SITE WORK WITH CIVIL ENGINEERING PLANS
- D. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFICATION OF ALL UTILITIES
- E. NEW CONCRETE WALLS TO HAVE MEDIUM BROOM FINISH. EDGES & JOINTS TO BE TOOLED, BROOM OUT ALL TOOL MARKS
- F. PROVIDE CONC. WHEEL STOPS AT ALL AREAS ADJACENT TO BERMS/PAVS
- G. DOG AREA TO RECEIVE URINE RESISTANT ARTIFICIAL TURF
- H. ALL AREAS ARE TO BE SOODED AND RECEIVE IRRIGATION. INCLUDING AREAS IN ROW.



ARCHITECTURAL CORPORATION  
KANSAS  
CERTIFICATE OF AUTHORITY: C761

**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEWAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL  
ARCHITECT - TIMOTHY G. K. WILSON  
9264



**SITE PLAN**

ISSUE DATE:  
7/17/2023  
REVISIONS:

No.	Description	Date
-----	-------------	------

PROJECT NO.: 2106

**SP1.1**

KEY PLAN

COPYRIGHT © 2023 SWD ARCHITECTS INC

M:\POTENTIAL PROJECTS\2019\PRELIM\ARNOLD.MOV\ORD - 01\_ARNOLD\_SENIOR\_LIVING.rvt  
7/19/2023, 3:03:52 PM



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)

Project Name: Arnold Senior Living; Number: 6085 RS

(Please type or print legibly.)

Name of Representative: Cody Hagan; Title: Attorney

Firm/Corporation/Association of Representative: Graves Garrett LLC; Telephone Number: (816) 285-3055

Address: 1100 Main St., Suite 2700, Kansas City, MO 64105

Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented: Arnold Senior Living, LLC; Telephone Number: (417) 300-4050

Address: 5051 S. National Ave., Suite 4-110, Springfield, MO 65810

Check one. Do you:

- Support (checked), Oppose, Neutral

Relationship to Project:

- None, Employee, Legal Counsel (checked), Consultant, Lobbyist, Other (explain)

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.

Original Signature: [Handwritten Signature]; Date: 2/22/24



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)

Project Name Arnold Senior Living	Number 6085 RS
--------------------------------------	-------------------

(Please type or print legibly.)

Name of Representative Stephanie Harris	Title CEO
--	--------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Arrow Senior Living Arnold, LLC	Telephone Number (636) 724-1766
--	------------------------------------

Address (Street/City/State/Zip Code)  
3333-9 Rue Royale, Saint Charles, MO 63301

Who's interests are being represented?  
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented Arnold Senior Living, LLC	Telephone Number (417) 300-4050
---	------------------------------------

Address (Street/City/State/Zip Code)  
5051 S. National Ave., Suite 4-110, Springfield, MO 65810

Check one. Do you:

- Support
- Oppose
- Neutral

Relationship to Project:

- None
- Employee
- Legal Counsel
- Consultant
- Lobbyist
- Other (explain):

Other Information:

\_\_\_\_\_  
\_\_\_\_\_

Third party management

\_\_\_\_\_

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.

Original Signature 	Date 1/31/24
------------------------	-----------------



Certificate of Need Program

REPRESENTATIVE REGISTRATION

(A registration form must be completed for each project presented.)

Project Name: Arnold Senior Living; Number: 6085 RS

(Please type or print legibly.)

Name of Representative: Matthew "Hunter" Hein; Title: Member

Firm/Corporation/Association of Representative: Arnold Senior Living, LLC; Telephone Number: (417) 763-1102

Address (Street/City/State/Zip Code): 5051 S. National Ave., Suite 4-110, Springfield, MO 65810

Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented: Arnold Senior Living, LLC; Telephone Number: (417) 300-4050

Address (Street/City/State/Zip Code): 5051 S. National Ave., Suite 4-110, Springfield, MO 65810

Check one. Do you:

- Support (checked)
Oppose
Neutral

Relationship to Project:

- None
Employee
Legal Counsel
Consultant
Lobbyist
Other (checked) (explain): LLC Member (owner)

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo...

Original Signature: [Handwritten Signature]; Date: 2/22/24



Certificate of Need Program

**PROPOSED PROJECT BUDGET**

**Description**

**Dollars**

**COSTS:\***

*(Fill in every line, even if the amount is "\$0".)*

- 1. New Construction Costs \*\*\* \_\_\_\_\_
- 2. Renovation Costs \*\*\* \_\_\_\_\_
- 3. Subtotal Construction Costs (#1 plus #2)** \_\_\_\_\_
- 4. Architectural/Engineering Fees \_\_\_\_\_
- 5. Other Equipment (not in construction contract) \_\_\_\_\_
- 6. Major Medical Equipment \_\_\_\_\_
- 7. Land Acquisition Costs \*\*\* \_\_\_\_\_
- 8. Consultants' Fees/Legal Fees \*\*\* \_\_\_\_\_
- 9. Interest During Construction (net of interest earned) \*\*\* \_\_\_\_\_
- 10. Other Costs \*\*\* \_\_\_\_\_
- 11. Subtotal Non-Construction Costs** (sum of #4 through #10) \_\_\_\_\_
- 12. Total Project Development Costs** (#3 plus #11) \_\_\_\_\_ **\*\***

**FINANCING:**

- 13. Unrestricted Funds \_\_\_\_\_
- 14. Bonds \_\_\_\_\_
- 15. Loans \_\_\_\_\_
- 16. Other Methods (specify) \_\_\_\_\_
- 17. Total Project Financing** (sum of #13 through #16) \_\_\_\_\_ **\*\***

18. New Construction Total Square Footage	_____
19. New Construction Costs Per Square Foot *****	_____
20. Renovated Space Total Square Footage	_____
21. Renovated Space Costs Per Square Foot *****	_____

\* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

\*\* These amounts should be the same.

\*\*\* Capitalizable items to be recognized as capital expenditures after project completion.

\*\*\*\* Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

\*\*\*\*\* Divide new construction costs by total new construction square footage.

\*\*\*\*\* Divide renovation costs by total renovation square footage.



## Proposed Project Budget Detail Sheet

Project #6085 RS comprises 39% of the new units to be constructed at a facility that also includes co-located independent living units. Non-construction expenses for the new facility that are not solely associated with the assisted living and memory care facilities (and not with the independent living) are allocated to Project #6085 RS at a rate of 39%.

**1. New Construction Costs.**

\$14,388,531 represents the estimated cost of new construction for Project #6085 RS's 54,129 square feet of assisted living and memory care units. The estimated construction cost details are attached hereto as Attachment 1-3.3.

**2. Renovation Costs.**

This project involves only new construction.

**4. Architectural/Engineering Fees.**

\$611,512 represents Project #6085 RS's portion of the total architectural and engineering fees for the new facility as provided by SWD Architects.

**5. Other Equipment.**

\$405,003 is the estimated cost of furniture, fixtures, and other equipment—including for laundry, dining, and common areas allocated to the assisted living and memory care portions of the new facility.

**6. Major Medical Equipment.**

No major medical equipment will be purchased for this project.

**7. Land Acquisition Costs.**

\$643,902 is the portion of the total land acquisition cost for the plot allocated to the assisted living and memory care portion of the facility. See Attachment 1-3.4.

**8. Consultants' Fees and Legal Fees.**

\$141,829 is the estimated consultant and legal expenses for entity organization, real estate purchase, and CON application.

**9. Interest During Construction.**

\$760,976 is the estimated interest accruing on the construction loan during the period of construction allocated to Project #6085 RS.

**10. Other Costs.**

\$3,234,477 is the estimated cost of surveying, soil testing, environmental studies, permits and zoning, loan closing fees, market studies, appraisal, application fees, marketing, and advertising allocated to Project #6085 RS.

**15. Loans.**

Applicant will borrow 80% of project costs.

**16. Other Methods.**

Applicant will pay for 20% of the project costs with cash.

	as of	1/22/2024		
<b>O'Reilly Development Project Budget</b>				
<b>Project Name</b>	<b>Arnold Senior Living</b>			
<b>Location</b>	Vogel Rd & Old Lemay Ferry, Rd Windsor Township, MO 63010			
<b>Type of Unit</b>				
Independent Living		100		
Assisted Living		46		
Memory Care		18		
<b>Number of Units</b>		<b>164</b>		
<b>% of Units AL/MC</b>		<b>39.02%</b>		
<b>Sources</b>	<b>% of Total</b>	<b>Total</b>		
<b>Debt</b>	80%	\$42,346,330		
<b>Equity</b>	20%	10,586,583		
<b>Total Sources</b>	<b>100%</b>	<b>\$52,932,913</b>		
<b>Uses</b>		<b>Total Cost</b>	<b>CON Licensed Units</b>	
<i>Construction Contract</i>		-		
IL		21,317,036		0.00% <b>New Construction Costs</b>
AL		8,980,005	8,980,005	100.00% 14,388,531
MC		2,836,252	2,836,252	100.00% <b>Arch/Eng Fees</b>
Site, Amenities, Offsite Allowance		6,424,587	2,507,156	39.02% 611,512
Public Improvements- Off-site Sewer Extension		166,866	65,118	39.02% <b>Other Equipment</b>
<del>Rock Contingency</del>		-		405,003
Chapter 100 Sales Tax Abatement		(1,500,000)		0.00% MME
Architect-includes Civil/MEP Eng		1,350,000	526,829	39.02% -
Architect - other direct bill		25,000	9,756	39.02% <b>Land Acquisition</b>
Arrow design/specs		122,672	47,872	39.02% 643,902
Third Party- Interior Design/Exterior Elevations		25,000	9,756	39.02% <b>Consulting &amp; Legal Fees</b>
Engineering - Survey		42,000	16,390	39.02% 141,829
Engineering (civil in arch) - 3rd party testing		150,000	58,537	39.02% <b>Interest During Construction</b>
Geotech- soils report		10,500	4,098	39.02% 760,976
Site Monitoring/Marketing-OxBlue		20,000	7,805	39.02% <b>Other Costs</b>
Zoning application		20,000	7,805	39.02% 3,234,477
Environmental Study		5,000	1,951	39.02% 20,186,231

Construction Loan - clsg fees/legal		250,000	97,561	39.02%
Interest - constr loan -		1,950,000	760,976	39.02%
Construction Period RE Tax		15,000	5,854	39.02%
Construction Period Ins (BldRisk-Liability)		650,000	253,659	39.02%
Plan Review Fee		50,000	19,512	39.02%
Market Study		5,000	1,951	39.02%
Appraisal		10,000	3,902	39.02%
Title, Recording and Clsg		75,000	29,268	39.02%
Legal - closing/organization		100,000	39,024	39.02%
CON Consultant		75,000	75,000	100.00%
CON application and fees		20,000	20,000	100.00%
Accounting/Cost Segregation		20,000	7,805	39.02%
Leasing Trailer and Set Up		75,000	29,268	39.02%
Arrow presales/marketing fee		572,925	223,580	39.02%
Arrow Foresite		68,000	26,537	39.02%
3rd party marketing consultant		10,000	3,902	39.02%
3rd party marketing Collateral Materials		10,000	3,902	39.02%
FF & E		1,037,820	405,003	39.02%
Vehicles - car and bus		170,000	66,341	39.02%
Contingency (Once Bid)		800,000	312,195	39.02%
<b>Total Replacement Costs</b>		<b>45,958,663</b>	<b>17,464,572</b>	38.00%
Land Acquisition (percent to hard costs)		1,650,000	643,902	39.02%
Land Acquisition Broker fee		74,250	28,976	39.02%
Other Acquisition costs/holding		50,000	19,512	39.02%
<b>Total Replacement plus land</b>		<b>\$47,732,913</b>	<b>\$18,156,962</b>	38.04%
Developer Fee (based on total repl cost)		1,800,000	702,439	39.02%
Fee- equity raise		100,000	39,024	39.02%
Arrow Operating Lease-Up Reserve		3,000,000	1,170,732	39.02%
Operating Lease-Up Contingency (Owner Controlled)		300,000	117,073	39.02%
<b>Total Project Development Cost</b>		<b>\$52,932,913</b>	<b>\$20,186,231</b>	38.14%
<i>Cost Per Unit</i>		322,762	315,410	
<i>Barrymore Cost per Unit</i>		320,122		
Arrow Budget Items		2,046,417		
Check- Plug Total from SH 1/21/24		2,046,417		
<b>Difference</b>		-		

**REAL ESTATE SALE AGREEMENT**

**by and between**

**Gail A. Gabrielson and Donna M. Hahn, co-trustees of the Alvin J. Burkard Sr. Trust UIT  
11/24/99, and Gail A. Gabrielson and Donna M. Hahn, co-trustees of the Laverne E. Burkard Trust  
UIT 11/24/99, as tenants-in-common**

**collectively, as Seller**

**and**

**Arnold Senior Living, LLC, its assignee or nominee**

**as Purchaser**

**August 18, 2023**

## REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "Agreement") is made and entered into as of August 18, 2023 ("Effective Date") by and between GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE ALVIN J. BURKARD SR. TRUST UIT 11/24/99, AND GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE LAVERNE E. BURKARD TRUST UIT 11/24/99, as tenants in common (collectively, the "Seller") and ARNOLD SENIOR LIVING, LLC, a Missouri limited liability company, its successors and assigns (the "Purchaser").

### PRELIMINARY STATEMENTS

A. Seller is the fee simple owner of the real estate and related assets hereinafter described; and

B. Seller desires to sell, and Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. Property.

The real estate which is the subject of this Agreement consisting of approximately fifteen (15) acres of land located in Jefferson County, Missouri, is depicted on Exhibit A attached hereto and is identified as Parcel ID 02-7.0-36.0-3-001-001.04, together with all improvements located thereon and all of Seller's right, title and interest in and to any and all fixtures attached thereto; all rights, benefits, privileges, easements, rights of way, and other appurtenances to such land; all air and subsurface rights and other rights, if any, pertaining thereto including without limitation, all oil, gas and mineral rights of Seller, if any, in and to such land; and all of Seller's rights in and to strips and gores and any land lying in the bed of any public right of way adjacent to such land and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue (collectively, the "Property"). The parties hereto acknowledge and agree that the final legal description of the Property, which may be more or less than fifteen (15) acres, shall be determined by the Survey, as set forth in Section 8.

2. Personal Property, Service Contracts and Leases.

(a) There is no tangible personal property constituting part of the Property.

(b) There are no service contracts ("Service Contracts") affecting the Property.

(c) There are no leases, licenses, occupancy or use, and rental agreements ("Leases") between Seller, as landlord, licensor, or grantor, and tenants or other occupants or users of the Property in effect as of the Effective Date or any time through the Closing (as defined below), except as set forth in the Title Commitment (as defined below).

3. Sale/Conveyance and Assignment.

Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to buy from Seller, at the price and upon the other terms and conditions hereafter set forth the Property.

4. **Transfer of Title.**

(a) Title to the Property shall be conveyed to Purchaser by a special warranty deed (the "**Deed**") executed by Seller, in the form attached hereto as **Exhibit C.**

5. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be One Million Six Hundred Fifty Thousand and No/100 Dollars (\$1,650,000.00) (the "**Purchase Price**") payable by Purchaser to Seller as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the "**Escrow**") established with Hillsboro Title Company, 356 Festus Centre Drive, Festus, MO 63028, Attn: Sallee Abeln (the "**Escrow Agent**"), as issuing agent for a national title insurance company ("**Title Insurer**"), the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "**Earnest Money**") in the Escrow. If requested by Purchaser, any Earnest Money that is deposited shall be invested while held in Escrow in United States treasury obligations or such other interest bearing accounts or other insured investment but only as are directed and approved by the Purchaser in writing and any interest earned on the Earnest Money shall be administered, paid or credited (as the case may be) in the same manner as the Earnest Money and, when credited to the Escrow shall constitute additional Earnest Money. At the closing of the transaction contemplated by this Agreement (the "**Closing**"), which shall occur on the Closing Date (as defined below), the Purchaser shall receive a credit against the Purchase Price for the Earnest Money deposited by Purchaser.

(b) The Purchase Price, less a credit for the Earnest Money, plus or minus prorations and adjustments as set forth in **Section 17** hereof, shall be paid by Purchaser to Seller by wire transfer of immediately available federal funds on the Closing Date via the Escrow.

6. **Representations and Covenants.**

(a) **Seller's Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) **Authority.** The conveyance of the Property and the execution, delivery and performance of Seller of this Agreement has been duly authorized by all necessary trust action on the part of Seller and is not in conflict with the trust instruments or with any agreement to which Seller is a signatory.

(2) **Conflicts.** To Seller's Knowledge, there is no agreement to which Seller is a party or binding on Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by Seller of its obligations pursuant to this Agreement.

(3) **Litigation.** There is no action, suit or proceeding pending or, to Seller's Knowledge, threatened against either Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) challenges or impairs Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(4) **Leases.** There are no Leases affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Leases will affect the Property at Closing.



(5) Service Contracts. There are no Service Contracts affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Service Contracts will affect the Property at Closing.

(6) Rights to Acquire. There are no options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire, and no one possesses a right to purchase or acquire, any interest in the Property, or any part thereof.

(7) Adverse Condition of Property. Seller has no knowledge of any adverse fact relating to the physical condition of the Property, or any portion thereof, or any improvements thereon including, without limitation, landfills, hazardous wastes, fault lines, sinkholes or other geological conditions.

(8) Notice of Violations. Seller has no knowledge and has not received notice that: the Property is in violation of any applicable zoning, employee safety (including OSHA), environmental, toxic substance, hazardous waste or other statute, law, ordinance, rule, regulation or order relating to the Property; that there are presently such violations or grounds therefor which would adversely affect the Property; or that the Property is in material violation of any law, regulation, ordinance or rule applicable to its use. All permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals material to the Property and the use to which the Property is presently being put have been duly obtained and are in full force and effect, and, Seller has no notice and has not received notice that there are proceedings, pending or threatened, that may result in revocation, cancellation or suspension or any adverse modification, of any thereof.

(9) Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Condemnation. There is no pending or, to Seller's Knowledge, threatened condemnation or similar proceedings affecting the Property or any part thereof.

(11) Insurance Notices. Seller has not received any uncured notices from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters, or from any governmental or quasi-governmental authority, of zoning, building, fire or health code violations in respect to the Property.

(12) Environmental. To Seller's Knowledge, there are no violations of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.



(13) ERISA. Seller is not (i) an “employee benefit plan” (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) that is subject to the provisions of Title I of ERISA, (ii) a “plan” that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986 (the “Code”) or (iii) an entity whose assets are treated as “plan assets” under ERISA by reason of an employee benefit plan or plan’s investment in such entity.

(14) OFAC. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “Order”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“OFAC”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “Orders”). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonable prior notice.

(i) Neither Seller nor any beneficial owner of Seller:

(A) is listed on one or more of the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “Lists”);

(B) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(C) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(D) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

(ii) Seller hereby covenants and agrees that if Seller obtains knowledge that Seller or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller. In such event the Earnest Money shall promptly be returned to Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement and any other provision of this Agreement that is intended to survive the termination of this Agreement.

(15) Ownership of the Property. Seller owns indefeasible fee simple title to the Property. The Property constitutes, or shall at Closing constitute, one separate tax parcel for purposes of ad valorem taxation. Seller has not executed any document with or for the benefit of

any governmental or quasi-governmental authority restricting the development, use or occupancy of the Property that is not recorded in the land records of the county in which the Property is located.

(16) Legally Subdivided Lot. As of Closing, using the description of the Property reflected on the Survey, the Property shall be a legally subdivided lot or shall otherwise be in a condition to be legally conveyed to Purchaser in compliance with all applicable laws, acts, ordinances and any other legal requirements governing the conveyance, platting and subdivision of land.

For purposes of this Section 6(a), the term “**Seller’s Knowledge**” means the actual knowledge of Gail Gabrielson, whom Seller represents to Purchaser is the person who is the most knowledgeable about the Property.

(b) Purchaser’s Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that Purchaser has been duly organized and is validly existing as a limited liability company organized pursuant to the laws of the State of Missouri. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of Seller’s representations and warranties shall not be true and correct at any time on or before the Closing whether or not true and correct as of the Effective Date, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether Purchaser becomes aware of such fact through Seller’s notification or otherwise, then Purchaser may, at Purchaser’s option, exercised by written notice to Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to Purchaser and Seller shall have no further liability or obligation hereunder by reason thereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement, any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of Seller hereunder results from the willful and intentional act of Seller, Purchaser shall also have the rights and remedies available to Purchaser under Section 18(b) of this Agreement upon a default by Seller of its obligations under this Agreement.

(d) Covenants of Seller. Seller covenants and agrees that during the period from the Effective Date through and including the Closing Date:

(1) There are no Service Contracts or Leases affecting the Property, and no Service Contracts or Leases will affect the Property at Closing.

(2) Seller will not enter into any contract or agreement or Service Contracts or Leases that will be an obligation affecting the Property subsequent to the Closing Date except for contracts entered into in the ordinary course of business that are terminable without cause and without payment of a fee or penalty on not more than 30-days' notice.

(3) Seller will continue to maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(4) Seller currently has and will maintain liability insurance of a level and type consistent with the insurance maintained by Seller prior to the execution of this Agreement with respect to the Property.

(5) Seller shall not, without the prior written consent of Purchaser, except as provided herein, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof.

(6) Seller shall not, without the prior written consent of Purchaser, sell, assign, transfer or encumber all or any portion of the Property or any interest therein or dispose of or abandon either thereof.

(7) Seller shall not do anything, nor authorize anything to be done, which would adversely affect the condition of title as shown on the Title Commitment without the prior written consent of Purchaser in Purchaser's sole discretion.

(8) Seller shall give immediate notice to Purchaser in the event Seller receives written notice or obtains knowledge of (i) the taking or threatened taking of the Property or any portion thereof by eminent domain or other applicable legal proceeding; (ii) any casualty relating to the Property; (iii) the filing or threat to file an action, claim or proceeding in any court or administrative agency against Seller which may affect the Property; or (iv) any violation of any legal requirements or insurance requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement.

(9) Purchaser shall have the ability to interact with necessary governmental authorities, submit applications, documents, forms, etc. as required during pursuit of all requisite entitlements and approvals; including, without limitation, planning and zoning consents, building permits, onsite/offsite utility coordination, etc. but shall be without cost or expense to Seller. In addition, as may be required, Seller agrees to reasonably cooperate, at no cost or expense to Seller, and shall execute all documents related to any zoning, permitting or authorizations related to the Property as Purchaser may reasonably deem necessary or appropriate in connection with Purchaser's intended use and development of the Property, including without limitation, those required by governmental or quasi-governmental agencies, utility companies and authorities having jurisdiction.

7. **Purchaser's Due Diligence.**

(a) **Property Representation.** The Property is a part of a larger tract of land. Seller represents that the Property is currently zoned R20 within Jefferson County, Missouri and has been used for agricultural purposes since the 1840s.



(b) Due Diligence Period. Purchaser shall have a period beginning on the Effective Date and ending at 11:59 p.m., local time where the Property is located, on the date that is ninety (90) days after the Effective Date (the "**Due Diligence Period**"), to access, examine, inspect, and investigate the Property and, in Purchaser's sole discretion, to determine whether Purchaser wishes to proceed to purchase the Property. If Purchaser is not satisfied with the condition of the Property for any reason whatsoever, then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period, in which event the Escrow Agent shall immediately return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. If such written notice of termination has not been delivered by Purchaser to Seller prior to the expiration of the Due Diligence Period, then the foregoing right to terminate shall be deemed not to have been exercised by Purchaser, the sale shall proceed to Closing, and the Earnest Money shall become nonrefundable to Purchaser, except as set forth herein, including, but not limited to a default by Seller under this Agreement, the failure of a Purchaser Closing Condition, the Zoning Contingency, and/or the CON Contingency.

(c) Inspections. Purchaser, during the Due Diligence Period and through the Closing, shall have reasonable access to the Property for the purpose of conducting surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by Purchaser. Purchaser shall give Seller not less than twenty-four (24) hours prior telephonic notice before entering onto the Property to perform inspections or tests, and in the case of tests (i) Purchaser shall specify to Seller the nature of the test to be performed. All examinations of the physical condition of the Property, which may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, "**Hazardous Materials**"), shall be performed or arranged by Purchaser at Purchaser's sole expense. Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of Seller and its officers, directors members, managers, employees, and agents (each, a "**Seller Related Party**") harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from physical damage to the Property and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by Purchaser, its agents, employees or representatives (*provided, however, that Purchaser shall have no obligation to indemnify, defend and hold Seller harmless from and against any such claims, damages, liabilities, or losses to the extent resulting from Seller's acts or omissions or Purchaser's mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials*). If any inspection or test damages the Property and Purchaser does not acquire the Property, Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. Purchaser and its agents, employees and representatives may, upon not less than 24 hours prior telephonic or email notice to Seller (with it being agreed that no other form of notice is required), examine and make copies of all books and records and other materials relating to the condition of the Property in Seller's possession at the location where such records are maintained. Any information provided to or obtained by Purchaser with respect to the Property shall be subject to the provisions of **Section 22(o)** of this Agreement. In the event this Agreement is terminated, except in the event of a Seller default, upon receipt of written request from Seller, Purchaser agrees to provide copies of non-proprietary, third-party prepared survey, geotechnical reports and environmental reports obtained in connection with Purchaser's acquisition of the Property; provided, however, that the diligence items provided pursuant to the terms herein shall be expressly without representation or warranty, including, but not limited to the truth, accuracy or completeness.

(d) Certificate of Need Contingency. On or prior to November 30, 2023 (the "**CON Deadline**"), Purchaser shall have obtained a Certificate of Need (the "**CON**") required by governmental authorities (the "**Authorities**") to permit Purchaser to operate an assisted/independent living facility on the Property (the "**CON Contingency**"). In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the CON,

and to provide to the applicable Authorities any information reasonably required for the same. Subject to Purchaser's satisfaction of the Submittals (as hereinafter defined), in the event the CON Contingency is not satisfied by the CON Deadline, Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the CON Deadline, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Purchaser shall diligently and in good faith prepare and submit the following items (each a "Submittal") to the Authorities on or prior to the following deadlines (each a "Submittal Deadline"): (i) on or prior to July 26, 2023, the letter of intent for the CON; and (ii) on or prior to August 15, 2023, the full application for the CON.

(e) Zoning Contingency. Within ten (10) days after the date the CON Contingency has been satisfied, Purchaser may make formal application for any zoning approval(s) (collectively, the "**Zoning Approvals**") required for Purchaser's intended development of the Property as a 150-to-160-unit continuum of care senior community facility consisting of independent living, assisted living, and memory care for rent units with common area amenities (the "**Intended Development**") and will thereafter diligently pursue the receipt of such Zoning Approvals (the "**Zoning Contingency**") in the event the Property is not already approved. In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the Zoning Approvals, and to provide to the applicable Authorities any information reasonably required for the same. If the Zoning Approvals are not obtained on or prior to the date that is ninety (90) days after the CON Contingency has been satisfied or the CON Deadline, whichever is earlier, then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. If such written notice of termination has not been delivered by Purchaser to Seller prior to Closing, then the foregoing right to terminate shall be deemed not to have been exercised, the sale shall proceed to Closing, and the Earnest Money shall become nonrefundable to Purchaser, except as provided for in this Agreement, including a default by Seller under this Agreement or the failure of a Closing Condition. Notwithstanding anything in the Agreement to the contrary, it is understood and agreed that in no event shall any change in the zoning of the Property be effective prior to Closing and all Zoning Approvals obtained by Purchaser shall be expressly contingent upon and effective only upon the Closing of the acquisition of the Property by Purchaser from Seller. Purchaser and Seller agree and acknowledge that Purchaser shall be responsible for preparing and submitting any necessary applications or other documents relating to the Zoning Approvals, but that Seller shall be shown as the applicant on such applications and documents. Seller agrees to cooperate with Purchaser in good faith in Purchaser's efforts to obtain the Zoning Approvals, including requests from Purchaser to sign or acknowledge applications and other documents related to the Zoning Approvals promptly upon request from Purchaser.

(f) Notwithstanding anything to the contrary contained in this Agreement, each of the termination rights of Purchaser pursuant to one or more subsections of this **Section 7** shall govern and control all other provisions of this Agreement.

8. Survey. Purchaser shall obtain, at Purchaser's expense, an ALTA survey of the Property (the "**Survey**") certified to Purchaser, which Survey shall confirm and determine the acreage of the Property.

9. Title Insurance.

(a) Promptly after the Effective Date, Purchaser, at its sole cost and expense, shall request from Escrow Agent, as issuing agent for Title Insurer, a commitment for the Title Policy described in **Section 9(b)** below dated on or after the Effective Date (the "**Title Commitment**"), together with legible

copies of all of the underlying documentation described in such Title Commitment (the “**Title Documents**”) to the extent not already delivered to Purchaser.

(b) Purchaser shall have until the expiration of the Due Diligence Period (the “**Title Review Period**”) in which to review the Title Commitment, the Title Documents, and the Survey and notify Seller and Escrow Agent in writing, at Purchaser’s election, of such objections as Purchaser may have to any matters contained therein (“**Purchaser’s Objection Notice**”; any of said objections listed on Purchaser’s Objection Notice are deemed the “**Objectionable Exceptions**”). The Purchaser’s Objection Notice shall include copies of the Title Commitment and the Survey, if obtained. If Seller does not notify Purchaser in writing within five (5) business days after receiving Purchaser’s Objection Notice, Seller shall conclusively be deemed to have elected not to remove the Objectionable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser and Escrow Agent in writing within five (5) business days after receipt of Purchaser’s Objection Notice that it has elected to cure one or more of said Objectionable Exceptions (“**Seller’s Notice**”) (subject to Seller’s obligation to remove or cure those items referenced in **Section 9d** below) at or before Closing, Seller shall eliminate or secure title insurance endorsements (which endorsements shall be paid for by Seller and with Purchaser’s approval of such endorsements) for any Objectionable Exceptions that Seller has elected to cure. Purchaser shall have the right to either: (a) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller’s Notice or after Seller’s failure to cure an Objectionable Exception which Seller has elected to cure or has deemed to have elected not to cure, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, or (b) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectionable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute “**Permitted Encumbrances**”. Notwithstanding the foregoing, prior to Closing, Purchaser may, at its cost and expense, obtain an update or endorsement to the Title Commitment which updates the effective date of the Title Commitment. If such update or endorsement adds any previously unlisted title or survey exceptions to Schedule B-II of the Title Commitment or its equivalent which, one or more of the following: (i) renders title to the Property unmarketable, (ii) would materially and adversely affect Purchaser’s contemplated use(s) of the Property, or (iii) may materially increase the costs to complete any project that Purchaser desires to construct on the Property, each as determined in Purchaser’s sole discretion, then Purchaser may object to any such new exception(s) by delivering written notice to Seller and Escrow Agent prior to Closing and: (x) any such notice shall be treated as a Purchaser’s Objection Notice, (y) the exception(s) objected to in any such notice shall be treated as Objectionable Exceptions, and (z) Seller shall have until the earlier to occur of: (1) the time period provided under **Section 9(b)**, or (2) the Closing, to respond to such Purchaser’s Objection Notice; provided, however, that matters of title or survey created by, through, or under Purchaser, if any, shall not be objectionable and shall automatically be deemed additional Permitted Encumbrances.

(c) Seller, at its sole expense, shall cause to be delivered to Purchaser at Closing a standard owner’s title insurance policy (the “**Title Policy**”) issued by Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner’s Policy, 2021 (or such other form required or promulgated pursuant to applicable state insurance regulations), subject only to the Permitted Exceptions (as defined below). The Title Policy may contain extended coverage or any endorsements requested by Purchaser; provided that, Purchaser shall satisfy itself as to the availability of any such coverage or endorsements prior to the expiration of the Due Diligence Period. The costs of such extended coverage and any such endorsements shall be paid for by Purchaser unless otherwise provided herein.



(d) Seller shall have no obligation to remove or cure title objections, except for (1) monetary liens, which liens Seller shall cause to be released at the Closing or affirmatively insured over by Title Insurer with Purchaser's approval, (2) any exceptions or encumbrances to title which are created by Seller after the Effective Date without Purchaser's written consent, and (3) any exceptions or encumbrances which Seller agreed in writing to remove or cure pursuant to this **Section 9**. In addition, Seller and Purchaser shall provide Title Insurer with the Title Insurer's form of owner's affidavit that will permit Title Insurer to provide extended coverage and to remove the standard "mechanic's lien" and "gap" exceptions and otherwise issue the Title Policy.

(e) **"Permitted Exceptions"** shall mean: (1) any exception arising directly out of an act of Purchaser or its representatives, agents, employees or independent contractors; (2) Permitted Encumbrances, as described in **Section 9(b)** above; and (3) real estate taxes and assessments not yet due and payable.

10. **Closing.** The Closing shall be accomplished through the Escrow Agent, and shall take place on the date (the "**Closing Date**") that is selected by Purchaser by written notice to Seller and Escrow Agent, which date shall be no later than forty-five (45) days after the expiration of the Zoning Contingency (and if no selection is made by Purchaser, such date shall be deemed the Closing Date as provided herein), provided that all conditions precedent to Closing have been fulfilled or have been waived in writing by the respective party entitled to waive same.

11. **Conditions to Purchaser's Obligation to Close.** Purchaser's obligations under this Agreement are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (each, a "**Purchaser Closing Condition**," and collectively, the "**Purchaser Closing Conditions**"):

(a) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all materials respects when made, and shall be true and correct in all materials respects on the Closing Date with the same effect as if made on and as of such date.

(b) There shall be no moratorium imposed by any governmental authority or utility supplier with respect to the issuance of plan approvals, building permits, certificates of occupancy or sanitary sewer, water or electricity connections with respect to all or any portions of the Property.

(c) Seller shall have performed, observed and complied in all materials respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Closing hereunder.

(d) All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

(e) All utility services, including, but not limited to, natural gas, electrical, water and sewer to the Property and/or, as applicable, with respect to storm water and sanitary sewer systems, shall be available at the Property in capacities sufficient to serve the Property as developed for Purchaser's Intended Development. Purchaser shall have received confirmation that the sewer facility is able to be properly extended to the Property. Notwithstanding anything herein to the contrary, Purchaser and Seller acknowledge and agree that Purchaser shall pay for the costs to extend the existing sanitary sewer access to the Property.

(f) Purchaser shall have received such permits, consents, authorizations, variances, waivers, licenses, certificates of need, governmental incentives, zoning, rezoning, subdivision, plat approval, water/sewer availability confirmation, and any other necessary site approvals necessary for the development of the Intended Development (collectively, the "**Approvals**"). None of the Approvals shall have been modified, repealed, rescinded, revoked or terminated, and no additional conditions, restrictions or encumbrances shall have been placed on the development of the Property that would cause a material adverse effect on the ownership or development of the Property or prevent the Property from being developed for the Intended Development.

(g) On the Closing Date, the Title Insurer shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Purchaser an ALTA Extended Coverage Owner's Policy of Title Insurance insuring the fee simple title to the Property in Purchaser with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(h) This Agreement shall not have been previously terminated pursuant to any other provision hereof.

(i) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller, to the best of Seller's Knowledge with no obligation of conducting independent inquiry, that would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

(j) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property which confirms that no material change has occurred from the date of the original Property inspection. If the Property has materially changed from the date of the original Property inspection, Purchaser shall have the rights and remedies under **Section 18(b)** hereof.

In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder (excluding those conditions that by their nature can only be satisfied at Closing, but subject to the satisfaction or waiver of those conditions), then subject to the provisions of **Section 18(b)** hereof, Purchaser may elect, upon written notice to Seller and Escrow Agent, to either (1) terminate this Agreement, in which event the Earnest Money shall be immediately released to Purchaser and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, (2) extend the Closing Date to allow the parties sufficient time to diligently pursue all actions reasonably necessary to satisfy such Purchaser Closing Condition, or (3) waive any one or more of the foregoing conditions and proceed to Closing.

12. **Conditions to Seller's Obligation to Close.** Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by Seller:

(a) All representations and warranties of Purchaser contained herein shall be true and accurate in all material respects as though said representations and warranties were made at and as of Closing.



(b) Purchaser shall have materially performed and complied with all covenants, conditions and contingencies of this Agreement on Purchaser's part to be performed and complied with prior to or at Closing.

13. **As-Is Sale.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SELLER SHALL NOT BE RESPONSIBLE FOR MAKING ANY MODIFICATIONS, REPAIRS, IMPROVEMENTS, OR OTHER ALTERATIONS TO THE PROPERTY AT ANY TIME DURING THE PENDENCY OF THIS TRANSACTION.

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND/OR IN THE CLOSING DOCUMENTS REFERENCED HEREIN.

14. **Documents and Other Deliverables to be Delivered to Purchaser at Closing.**

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following instruments and documents:

(a) **Deed.** The original Deed.

(b) **Sewer Easements.** Two original sanitary sewer easements (collectively, the "**Sewer Easements**"), the form of which shall be reasonably acceptable to both Purchaser and Seller and Rock Creek Public Sewer District, and shall be finalized during the Due Diligence Period whereby (1) Seller shall convey a sanitary sewer easement to Rock Creek Public Sewer District from the easement recorded at Document No. 2022R-032389 to Vogel Road to allow for a mainline under Vogel Road to connect to the Property, and (2) Seller shall convey a sanitary sewer easement across the Property to the southside of Old Lemay Ferry which leads to Seller's adjoining 10.49 acre tract to Rock Creek Public Sewer District to allow for a mainline under Old Lemay Ferry for service to the adjoining tract.

(c) **The Title Policy.** The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing, Title Insurer issues a currently effective, duly executed "marked-up" Title Commitment and commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment after the Closing.

(d) **Transfer Tax Declarations.** Original copies of any required real estate transfer tax excise or documentary stamp tax declarations executed by Seller or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.

(e) **FIRPTA.** An affidavit, in the form attached hereto as **Exhibit D**, stating Seller's U.S. taxpayer identification number and that Seller is a "United States person", as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).

(f) Owner's Affidavit. A Seller's affidavit and such other documents as may be reasonably required by the Title Insurer, all in form and substance acceptable to the Title Insurer sufficient to cause deletion of all standard exceptions in the Title Commitment, including a "gap" indemnity.

(g) Certificate. A certificate of Seller dated as of the Closing Date certifying that the representations and warranties of Seller set forth in **Section 6(a)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.

(h) Authority Documents. Customary authorization and governance documents as the Title Insurer may reasonably require.

(i) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(j) Additional Forms. A Form 1099-S as applicable.

(k) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

(l) Assignment of Intangibles. An Assignment of Intangibles, in the form attached hereto as **Exhibit E** ("**Assignment of Intangibles**").

15. **Documents to be Delivered to Seller at Closing.**

At Closing, Purchaser shall deliver or cause to be delivered to Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to **Section 5** hereof, subject to adjustment and proration as provided in **Section 17** below.

(b) Assignment of Intangibles. A counterpart of the Assignment of Intangibles.

(c) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(d) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

16. **Intentionally Deleted.**

17. **Prorations and Adjustments.** The following prorations and adjustments shall be made between Seller and Purchaser as credits or additions, as applicable, against the Purchase Price. All prorations shall be made as of 11:59 p.m. on the Closing Date on the basis of the number of days in the month of Closing. To the extent any prorations or adjustments cannot be made at the Closing, or to the extent there are to be re-prorations, or if the actual tax bill is not available at Closing, the same shall be adjusted and completed after the Closing as and when complete information becomes available, but in no

event later than nine (9) months after the Closing Date. The terms and provisions of this **Section 17** shall survive the Closing for a period of three hundred sixty-five (365) days.

(a) Real estate taxes and assessments will be prorated between Purchaser and Seller for the period for which such taxes are assessed, regardless of when payable. If the current tax bill is not available at Closing, then the proration shall be made on the basis of 110% of the most recent ascertainable tax assessment and tax rate. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing Date and Purchaser shall pay (or cause to be paid) the taxes and assessments prior to their becoming delinquent. If taxes and assessments for the fiscal year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller shall be credited by Purchaser at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period from and after the Closing Date. All prorations pursuant to this **Section 17(a)** shall be final.

(b) All utilities shall be prorated based upon estimates using the most recent actual invoices. Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Purchaser at the Closing. In the case of non-transferable deposits, Purchaser shall be responsible for making any security deposits required by utility companies providing service to the Property.

18. **Default; Termination.**

(a) If Purchaser defaults in any material respect hereunder which is not cured within five (5) business days of Seller's delivery of written notice to Purchaser of such default(s), Seller's sole remedy shall be to terminate this Agreement by giving written notice thereof to Purchaser, whereupon the Earnest Money deposited by Purchaser prior to such default shall be retained by Seller as liquidated damages as Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement. The parties acknowledge and agree that Seller's actual damages in the event of Purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined and is not a penalty. Seller may not exercise its sole remedy if Seller is in default in any material respect under this Agreement.

(b) If Seller defaults in any material respect hereunder which is not cured within five (5) business days of Purchaser's delivery of written notice to Seller of such default(s), Purchaser may, at its sole election, either:

(1) Terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser and Seller shall reimburse Purchaser for all of Purchaser's actual costs incurred in connection with this Agreement including, without limitation, any and all costs related to Purchaser's due diligence on the Property, reasonable attorneys' fees in reviewing and negotiating this Agreement and preparing for Closing, and the costs, including reasonable attorneys' fees incurred in connection with Purchaser's contemplated financing of the Property, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and

any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) Assert and seek judgment against Seller for specific performance, provided that if a court of competent jurisdiction determines that the remedy of specific performance is not available to Purchaser (for example, but not in limitation, because Seller's default arose under the last sentence of **Section 6(c)** or Seller has sold all or any portion of the Property to a third party in violation of the terms of this Agreement), then Purchaser shall have all remedies available to it at law or in equity, including, without limitation, the right to seek judgment against Seller for actual contract damages.

Purchaser may not exercise its remedies hereunder if Purchaser is in default in any material respect under this Agreement.

19. **Expenses.**

(a) Title insurance premiums for the standard coverage Title Policy (other than the costs of the endorsements to such Title Policy), and one-half (1/2) of the escrow fee, shall be borne and paid by Seller.

(b) The costs of extended coverage and any endorsements to the Title Policy, one-half (1/2) of the escrow fee and all recording fees respecting the Deed shall be borne and paid by Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

20. **Intermediaries.**

(a) Purchaser and Seller acknowledge and agree that Eric Walesh (the "**Purchaser's Broker**") has acted as Purchaser's Broker in connection with this transaction. Purchaser and Seller acknowledge that Seller has no broker. Upon Closing, Purchaser agrees to pay a brokerage commission to Purchaser's Broker per separate agreement with Purchaser's Broker.

(b) Except for the parties to be paid in accordance with **Section 20(a)** above, if there is any claim made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

21. **Condemnation.** If, prior to Closing, any condemnation proceeding is commenced or threatened by a governmental or quasi-governmental agency with the power of eminent domain ("Condemnation"), then:

(a) Purchaser may elect, within ten (10) business days from and after its receipt of written notice of such Condemnation, by written notice to Seller, to terminate this Agreement, and if necessary, the time of Closing shall be extended to permit such election. In the event of an election to terminate, the Earnest Money shall be immediately returned to Purchaser and neither party shall have any liability to the other by reason hereof, including, without limitation, the obligation to incur any additional



costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(b) In the event Purchaser does not timely elect to terminate pursuant to subsection (a)(1) above, the transaction contemplated hereby shall be closed without a reduction in the Purchase Price, and Seller shall assign all of Seller's right, title and interest in any Condemnation award to be paid to Seller, to Purchaser in connection with such Condemnation.

## 22. General Provisions.

(a) Entire Agreement. This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) Amendments in Writing. This Agreement may be amended only by a written agreement executed by all of the parties hereto. Purchaser and Seller agree that any amendments or modifications to this Agreement may be entered into by either Purchaser or its counsel or Seller or its counsel (including without limitation, amendments or modifications related to title and survey matters) and the execution of an amendment or modification by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party until the time that Purchaser or Seller notifies the other party in writing that their respective counsel does not have authority to amend or modify this Agreement on its behalf.

(c) Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) Time of the Essence. Time is of the essence of this Agreement. However, if Purchaser is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, Seller will, upon the written request of Purchaser, extend the Closing Date, one time only, up to ten (10) days. If any date or time period provided for in this Agreement or by law falls on a Saturday, Sunday or legal holiday when banks are not open for business in Jefferson County, Missouri, then such date or time period shall then be deemed to refer to the next day which is not the last to occur of: (1) a Saturday or Sunday, or (2) any one or more of a legal holiday, governmental shutdown or order, or any reasonable equivalent exists when banks are not open for business in any one or more of such locations. Further and for the avoidance of doubt, when any date is calculated "from" or "within" a specific date, the first day after such specific date shall be deemed for all purposes the first day for purposes of computing the applicable date or time period. Purchaser shall have, in its sole discretion, the unilateral (one time only) right to extend the date to deposit Earnest Money by ten (10) days by providing Seller with written notice of such election to extend on or prior to the date the same is due.

(e) Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective successors, and permitted assigns. The terms and conditions of this Agreement are hereby made binding on the successors and assigns of the parties hereto. Purchaser may assign this Agreement, in part or in whole, at any time to, or may nominate an Affiliate to take title to the Property at closing. An "Affiliate" is defined as any person or entity that: (i) controls, is controlled by or is under common control with the assignor in question. Seller shall have no right to assign this Agreement without the prior written consent of Purchaser.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, (iii) facsimile, provided that at the time of being sent by facsimile, delivery thereof is confirmed by sender's receipt of a transmission report generated by sender's facsimile machine, which confirms that the facsimile was successfully transmitted, or (iv) email, and to the following addresses, facsimile numbers or email addresses, as applicable:

IF TO PURCHASER:

Wichita Senior Community, LLC  
c/o O'Reilly Development Company, LLC  
5051 S. National Ave., Ste. 4-100  
Springfield, Missouri 65810  
Attention: Denise Heintz  
[denise@oreillydevelopment.com](mailto:denise@oreillydevelopment.com)  
(417)-300-4050

with a copy to:

Polsinelli, PC  
Attn: S. Shawn Whitney  
201 E. Las Olas Boulevard, Suite 2250B  
Fort Lauderdale, Florida 33301  
Email: [swhitney@polsinelli.com](mailto:swhitney@polsinelli.com)

IF TO SELLER:

Gail Gabrielson and Donna M. Hahn, Trustees  
Laverne E. Burkard Trust and Alvin J. Burkard, Sr., Trust  
2680 Old Lemay Ferry Road  
Arnold, MO 63010  
[gabrielsons@sbcglobal.net](mailto:gabrielsons@sbcglobal.net)  
(314) 578-0574

with a copy to:

Bianca L. Eden  
Wegmann Law Firm  
P.O. Box 740, 455 Maple Street  
Hillsboro, MO 63050  
[beden@wegmannlaw.com](mailto:beden@wegmannlaw.com)  
(636) 797-2665

or to such additional or other persons, at such other address or addresses as may be designated by notice from Purchaser or Seller, as the case may be, to the other party. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party for purposes of delivering notices until the time that Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

(i) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Missouri. Venue shall be in Jefferson County, Missouri.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "**Non-Paper Record**"); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

(k) Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(l) Construction. This Agreement shall not be construed more strictly against Purchaser merely by virtue of the fact that the same has been prepared by Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.



(m) Reporting Obligations. Seller and Purchaser hereby designate Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. If required, Seller, Purchaser and Title Insurer shall execute at Closing a designation agreement designating Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(n) 1031 Exchange. Seller and Purchaser may each structure the sale of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate therein, provided that such party shall incur no material costs, expenses or liabilities in connection with such party's exchange and the other party shall not be required to take title to or contract for purchase of any other property. If either party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(o) Confidentiality/Exclusivity. (i) Purchaser and its respective representatives shall hold in strictest confidence all data and information obtained with respect to the operation and management of the Property and the terms and conditions of this Agreement, and (ii) Seller and its respective representatives shall hold in strictest confidence all data and information obtained with respect to Purchaser and its affiliates' operations and the terms and conditions of this Agreement, whether obtained before or after the execution and delivery hereof, and shall not use such data or information for purposes unrelated to this Agreement or disclose the same to others except as expressly permitted hereunder. The preceding sentence shall not be construed to prevent either party from disclosing to: (x) its prospective lenders or investors, or to its officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement; provided that such disclosing party advises any such third party of the confidential nature of the information disclosed, (y) Jefferson County officials and representatives in connection with any rezoning of the property or (z) Title Insurer. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either Purchaser or Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that, from and after the Effective Date until the earlier of such time as (1) the Closing Date or (2) the termination of this Agreement, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, market, solicit, initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder.

(p) Indemnification. Seller hereby agrees to indemnify, protect, defend and hold Purchaser and its officers, directors, members, managers, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) relating to the Property (except acts occurring during the Due Diligence Period due to the conduct of Purchaser's agents or invitees) or as a result of a breach or inaccuracy of one of Seller's covenants, representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing or the earlier termination of this Agreement, as the case may be. This provision shall survive the Closing or the earlier termination of this Agreement, as the case may be for a period of three hundred sixty-five (365) days.

(q) Exculpation. Purchaser and Seller each agree that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other affiliate of the other, or any officer, director, employee, trustee, shareholder, partner, or principal of any such parent, subsidiary or other affiliate



(collectively, "Affiliates"), arising out of or in connection with this Agreement or the transactions contemplated hereby (including, without limitation, under any documents executed pursuant hereto). Subject to the terms of this Agreement, Purchaser and Seller agree to look solely to the other and its assets for the satisfaction of any liability or obligation arising under this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto, or for the performance of any of the covenants, warranties or other agreements contained herein or therein, and further agree not to sue or otherwise seek to enforce any personal obligation against any Affiliates with respect to any matters arising out of or in connection with this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. Without limiting the generality of the foregoing provisions of this Section 22(q), Purchaser and Seller each hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Affiliates, and hereby unconditionally and irrevocably releases and discharges Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser or Seller, as applicable, against Affiliates, in connection with or arising out of this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. The provisions of this Section 22(q) shall survive the termination of this Agreement and the Closing.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE SIGNATURE PAGE TO THIS REAL ESTATE AGREEMENT FOLLOWS.]***

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

SELLER:

**THE ALVIN J. BURKARD, SR TRUST UIT**  
**11/24/99**

By: Gail A. Gabrielson, HEE  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn HEE  
Name: Donna M. Hahn  
Its: Co-Trustee

**THE LAVERNE E. BURKARD TRUST UIT**  
**11/24/99**

By: Gail A. Gabrielson, HEE  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn HEE  
Name: Donna M. Hahn  
Its: Co-Trustee

PURCHASER:

**ARNOLD SENIOR LIVING, LLC,**  
a Missouri limited liability company

By: OH Arnold Senior, LLC,  
a Missouri limited liability company

By: Patrick E. O'Reilly  
Patrick E. O'Reilly, Manager

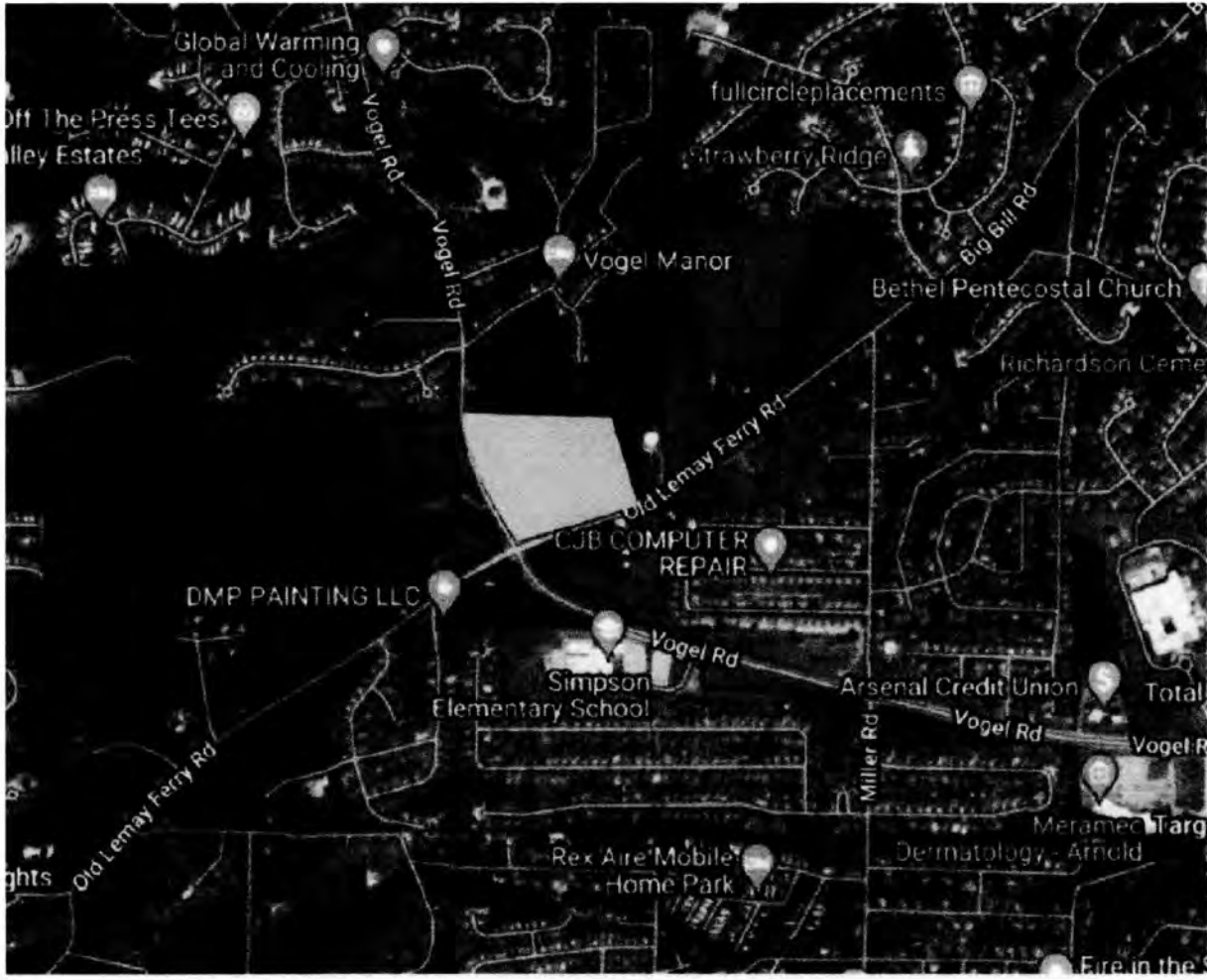
Signature Page

**LIST OF EXHIBITS AND SCHEDULES**

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	LEGAL DESCRIPTION
2. EXHIBIT B	LIST OF SERVICE CONTRACTS
3. EXHIBIT C	FORM OF DEED
5. EXHIBIT D	FORM OF FIRPTA AFFIDAVIT
6. EXHIBIT E	FORM OF ASSIGNMENT OF INTANGIBLES

**EXHIBIT A**

**DEPICTION OF PROPERTY**



Ex A - 1

90358942.5

**EXHIBIT B**  
**LIST OF SERVICE CONTRACTS**

**EXHIBIT C**

**FORM OF SPECIAL WARRANTY DEED**

This DEED is made this \_\_\_ day of \_\_\_\_\_, 202\_, by and between [\_\_\_\_\_] , with an address of [\_\_\_\_\_] (“Grantor”) and [\_\_\_\_\_] , with an address of [\_\_\_\_\_] (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto Grantee and its successors and assigns, the following described land, lots, tracts or parcels of land, lying, being and situate in the County of Jefferson and State of Missouri (the “Property”), to wit:

*See **Exhibit A** attached hereto.*

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto.

TO HAVE AND TO HOLD, the Property aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantee and unto its successors and assigns forever; Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the Property herein conveyed; that it has good right to convey the same; that the said Property is free and clear from any encumbrances done or suffered by, through or under Grantor, except as above stated; and that it will warrant and defend the title of the said Property unto Grantee and unto its successors and assigns forever, against the lawful claims and demands against Grantor and Grantor’s successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through, or under Grantor, except as set forth above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered by its duly authorized officer, as of the day and year first above written.

[ \_\_\_\_\_ ]  
a [ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledge before me, a Notary Public, on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of [ \_\_\_\_\_ ], a  
[ \_\_\_\_\_ ].

My Commission Expires:

\_\_\_\_\_  
Notary Public in and for said County and  
State

[SEAL] \_\_\_\_\_

Print Name: \_\_\_\_\_

**Exhibit A**

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer]



**Exhibit B**

PERMITTED EXCEPTIONS

**EXHIBIT D**

**FORM OF FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by \_\_\_\_\_, a \_\_\_\_\_ (the "**Transferor**") to \_\_\_\_\_, a \_\_\_\_\_ (the "**Transferee**") relating to the real property described on **Schedule A** hereto (the "**Transferred Interests**"), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. \_\_\_\_\_ is the \_\_\_\_\_ of Transferor, and is familiar with the affairs and business of Transferor;

2. Transferor is not a foreign person; that is, Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);

3. Transferor is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_;

4. Transferor's United States employer identification number is \_\_\_\_\_;

5. Transferor's office address and principal place of business is c/o \_\_\_\_\_; and

6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

**IN WITNESS WHEREOF**, Transferor has executed and delivered this FIRPTA Affidavit as of \_\_\_\_\_, 202\_\_.



**Schedule A**

## EXHIBIT E

### FORM OF ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLES ("**Assignment**") dated as of \_\_\_\_\_ (the "**Effective Date**") between \_\_\_\_\_ ("**Assignor**") and \_\_\_\_\_ ("**Assignee**").

A. Assignor has conveyed to Assignee that certain parcel of real property and improvements located at \_\_\_\_\_ pursuant to that certain Real Estate Sale Agreement, dated as of \_\_\_\_\_, 202\_\_ (the "**Agreement**") by and between Assignor, as Seller, and Assignee, as Purchaser. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

B. Assignor and Assignee have also agreed to complete an assignment and transfer of all of Assignor and its affiliate(s) right, title and interest in and to all of the intangible property directly or indirectly related to the real property legally described on Exhibit A attached hereto (the "Property"), on the terms and conditions contained herein.

C. Assignor now desires to assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Intangibles (defined below).

1. Definition of Intangibles. For purposes of this Assignment, "Intangibles" shall mean the following: (i) all licenses, contracts, permits, certificates of occupancy, approvals, dedications, or entitlements issued, approved or granted by federal, state or municipal authorities or otherwise in connection with the Property and its renovation, construction, use, maintenance, repair, leasing or operation; and (ii) all licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities, to insure pedestrian ingress and egress to the Property and to insure continued use of any vaults under public rights-of-way presently used in the operation of the Property or contemplated to be used in any project to be located at the Property.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged and agreed and to the maximum extent permitted by applicable law, Assignor hereby grants, transfers and assigns to Assignee all of its right, title and interest of Assignor in and to the Intangibles. To the extent that any affiliate(s) of Assignor are the direct or indirect owner of any Intangibles related to the Property, the Assignor shall cause such affiliate(s) to enter into an assignment in substantially the same form as this Assignment assigning such affiliate(s) right, title and interest in and to the Intangibles to the Assignee.

3. Indemnity. Assignor agrees to indemnify, protect, defend and hold Assignee and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") relating to the Intangibles and accruing any time prior to the Closing or relating to time periods prior to Closing, including without limitation, any amounts related to the Intangibles that are payable by Assignor pursuant to **Section 3** of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in any number of identical 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.

Assignment of Intangibles - I

6. Governing Law. This Assignment shall be governed and interpreted in accordance with the laws of the State of Missouri.

*[Remainder of page intentionally blank]*

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

ASSIGNOR:

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

ASSIGNEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

Assignment of Intangibles - 3

90358942.5

EXHIBIT A TO ASSIGNMENT OF INTANGIBLES

LEGAL DESCRIPTION

Assignment of Intangibles - 4

90358942.5



## FIRST AMENDMENT TO REAL ESTATE SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE SALE AGREEMENT (this "Amendment") is made and entered into effective as of August \_\_\_\_\_, 2023, by and between GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE ALVIN J. BURKARD SR. TRUST UIT 11/24/99, AND GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE LAVERNE E. BURKARD TRUST UIT 11/24/99, as tenants in common (collectively, the "Seller") and ARNOLD SENIOR LIVING, LLC, a Missouri limited liability company, its successors and assigns (the "Purchaser").

### RECITALS

WHEREAS, Seller and Purchaser previously executed and delivered that certain Real Estate Sale Agreement dated August 18, 2023 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, each term used in this Amendment with its initial letter capitalized that has been specially defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

2. Due Diligence Period. Seller and Purchaser acknowledge and agree that the Due Diligence Period, as defined in Section 7(b) of the Agreement shall be revised from ninety (90) days after the Effective Date to one hundred eighty (180) days after the Effective Date.

3. Amendment to Property Representation. Seller and Purchaser hereby acknowledge and agree that Section 7(d) is hereby deleted in its entirety and replaced with the following:

On or prior to May 31, 2024 (the "**CON Deadline**"), Purchaser shall have obtained a Certificate of Need (the "**CON**") required by governmental authorities (the "**Authorities**") to permit Purchaser to operate an assisted/independent living facility on the Property (the "**CON Contingency**"). In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the CON, and to provide to the applicable Authorities any information reasonably required for the same. Subject to Purchaser's satisfaction of the Submittals (as hereinafter defined), in the event the CON Contingency is not satisfied by the CON Deadline, Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the CON Deadline, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Purchaser shall diligently and in good faith prepare and submit the full application for the CON (the "**Submittal**") to the Authorities on or prior to January 31, 2024 (the "**Submittal Deadline**").

4. Miscellaneous. The Agreement, as hereby modified and amended by this Amendment, is hereby ratified and confirmed. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement. The terms of this Amendment shall control in the event of a conflict between the Agreement and the Amendment. This Amendment may be

executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment may be executed by PDF with the same force and effect as original signatures.

*[remainder of page intentionally left blank; signature page follows]*

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

SELLER:

**THE ALVIN J. BURKARD, SR TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee

Name: Gail A. Gabrielson

Its: Co-Trustee

By: Donna M. Hahn trustee

Name: Donna M. Hahn

Its: Co-Trustee

**THE LAVERNE E. BURKARD TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee

Name: Gail A. Gabrielson

Its: Co-Trustee

By: Donna M. Hahn trustee

Name: Donna M. Hahn

Its: Co-Trustee

PURCHASER:

**ARNOLD SENIOR LIVING, LLC,**  
a Missouri limited liability company

By: OH Arnold Senior, LLC,  
a Missouri limited liability company

By: Patrick E. O'Reilly  
Patrick E. O'Reilly, Manager

## SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT (this "Amendment") is made and entered into effective as of January 24, 2024, by and between GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE ALVIN J. BURKARD SR. TRUST UIT 11/24/99, AND GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE LAVERNE E. BURKARD TRUST UIT 11/24/99, as tenants in common (collectively, the "Seller") and ARNOLD SENIOR LIVING, LLC, a Missouri limited liability company, its successors and assigns (the "Purchaser").

### RECITALS

WHEREAS, Seller and Purchaser previously executed and delivered that certain Real Estate Sale Agreement dated August 18, 2023, as amended by that certain First Amendment to Real Estate Sale Agreement dated August 30, 2023 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, each term used in this Amendment with its initial letter capitalized that has been specially defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

2. Extension of Due Diligence Period. Seller and Purchaser acknowledge and agree that the Due Diligence Period, as defined in Section 7(b) of the Agreement, shall be revised to expire at 11:59 p.m. local time on April 30, 2024.

3. Miscellaneous. The Agreement, as hereby modified and amended by this Amendment, is hereby ratified and confirmed. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement. The terms of this Amendment shall control in the event of a conflict between the Agreement and the Amendment. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment may be executed by PDF with the same force and effect as original signatures.

*[remainder of page intentionally left blank; signature page follows]*

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

SELLER:

**THE ALVIN J. BURKARD, SR TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn  
Name: Donna M. Hahn  
Its: Co-Trustee

**THE LAVERNE E. BURKARD TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn  
Name: Donna M. Hahn  
Its: Co-Trustee

PURCHASER:

**ARNOLD SENIOR LIVING, LLC,**  
a Missouri limited liability company

By: OH Arnold Senior, LLC,  
a Missouri limited liability company

By: Patrick E. O'Reilly  
Patrick E. O'Reilly, Manager



# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF ORGANIZATION

WHEREAS,

*ARNOLD SENIOR LIVING, LLC*  
*LC014475453*

filed its Articles of Organization with this office on the 3rd day of July, 2023, 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 3rd day of July, 2023, 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 3rd day of July, 2023.

  
Secretary of State



**DIVIDER II**  
**Proposal Description**

## **DIVIDER II Attachments**

## **Divider II: Proposal Description**

### **1. Provide a complete detailed project description.**

Arnold Senior Living, LLC (“Applicant”) seeks a Certificate of Need to construct a new 54,129 square-foot assisted living facility that will offer 78 assisted living beds. The new community will house 58 standard AL beds and 20 specialized memory care beds in 66 units, with 12 units featuring dual occupancy. This proposed 78-bed ALF facility will be co-located with a new 98-unit independent living facility (collectively, the “Community”).

The aging baby boomer population has caused an increase in the number of senior citizens looking for modern, innovative, and charming senior communities. They desire a community that can provide a continuum of care for all stages of senior life and that will meet not only their physical needs, but also their social and emotional needs. Arnold Senior Living will address the concerns and expectations of the modern senior citizen in a beautiful and spacious environment. Co-locating Project #6085 RS with an independent living facility will allow residents to maintain a sense of community, safety, and belonging as their medical and support needs change.

This moderately-priced project will provide upgraded amenities, comfort, and care compared to existing facilities in the area. Applicant’s economic and market analysis indicates that Project #6085 RS is poised to serve the immediate need of seniors and aging parents of current Arnold residents, as well as the long-term demands of the new baby boomer consumer.

#### ***Overview Summary***

- Applicant: Arnold Senior Living, LLC an O’Reilly Development entity
- Project #6085 RS: 78 beds of Assisted Living and Memory Care
  - 48 Assisted Living special care private apartments with 10 second person accommodations for couples
    - 21 Studio
    - 23 One-Bedroom
      - 6 second person beds
    - 4 Two-Bedroom
      - 4 second person beds
  - 18 Memory Care rooms with private bathrooms
    - 16 Private Studio rooms
    - 2 Shared rooms
  - Co-located with 98 Independent Living units
- Developed by: O’Reilly Development Company of Springfield, Missouri
- Owned and Operated by: Arnold Senior Living, LLC
- Managed by: Arrow Senior Living Management, LLC
- General Contractor: O’Reilly Build, LLC of Springfield, Missouri

### ***Assisted Living and Special Care***

The two-story Assisted Living area will offer affordably priced, private apartments for seniors requiring hands-on personal care services. Services will meet the needs of physically frail seniors and will provide a higher level of care for those unable to make a pathway to safety. Before 2008, seniors who were not able to physically or mentally negotiate a pathway to safety had to move to a nursing home. Since 2008, regulatory changes permit such individuals to remain at facilities meeting the construction and staffing requirements of an ALF. This change created a market for memory care communities with an ALF licensure and has enabled physically frail individuals to stay in ALFs. This benefits residents because nursing home facilities typically cost more money than assisted living facilities. Many facilities built after 2008 meet the ALF construction qualifications but not the staffing qualifications. Applicant's model meets both so that people can stay longer in assisted living without moving to a nursing home—allowing Project #6085 RS to maximize aging-in-place while minimizing costs to residents. It will offer optional care services competitive with the private-pay nursing home market at a much more affordable rate. Project #6085 RS will also have access to an on-site fitness area and spa to provide additional focus on physical health and self-improvement. The Assisted Living units, labeled Units 101-126 and 201-226, are shown on the Floor Plan at pages 4 and 5 of Attachment 2-4.

### ***Memory Care***

Project #6085 RS's Memory Care neighborhood is designed for the safety and comfort of cognitively impaired residents. Walk-in showers, height-appropriate fixtures such as toilets and sinks, and locking cabinets protect residents and offer families assurance that their loved one is safe from harm. The Memory Care units are shown on the Floor Plan at page 6 of Attachment 2-4. They are labeled Units 1-18. The units are located in a secluded unit on the second floor with an enclosed courtyard at the center of the units.

### ***Assisted Living and Memory Care Commons Area***

The commons area will feature an open design to allow closer monitoring of residents by caregivers, as well as increased opportunity for residents' interaction and engagement. The dining room and living room will provide comfortable places for residents to eat, socialize, and participate in activities tailored to their specific needs and skill levels. The commons area will also feature Life Stations, which attract residents and allow for purposeful wandering. Each Life Station is designed to engage by triggering memories of tasks important to a resident throughout her life. For instance, Life Stations include a simulated infant nursery for care and nurturing, wardrobe to promote grooming habits, and work station for a sense of purpose and accomplishment.

A nurse's station will provide a hub for care partners and nurses to conduct care updates and paperwork. Residents who need a calm, soothing atmosphere can sit in the quiet sitting room. There will also be a small salon so residents can receive special attention in a familiar environment. A whirlpool & spa room will ease bathing for residents with physical disabilities while promoting vascular circulation. Residents whose dementia has created a fear of water often find the spa less alarming than a shower, greatly easing their anxiety



and the time a care partner must spend in providing a bath. An enclosed courtyard between the two Memory Care hallways will provide fresh air and engagement with the outdoors without risk of elopement. Attractively designed raised planters in the courtyard will guide residents on the walkways and promote residents' interaction with plants and green space.

### ***Independent Living***

The co-located Independent Living building will house 98 apartments on four floors. This facility offers a higher number of one and two-bedroom apartment options (compared to studios) than is typically offered, which will attract couples with one spouse who requires extra oversight or assistance. Apartments will feature senior-friendly fixtures, such as walk-in showers with grab bars in the bathroom, and a full kitchen. Each apartment will be equipped with personal washer and dryer units.

“Smart design” features will be integrated into each apartment. A counter-height bar will open into the living area, eliminating the need for a separate dining area. Ample knee space below the bar on both sides serves as a dining table for two or the second side can be used as a desk for sole occupants. Counter height will allow for a resident to easily match a standard 18” to 20” chair. An abundance of closet space can be found in two-bedroom apartments, alleviating storage concerns of many prospects.

Several special areas for socialization and interaction can be found in the commons room. These include a theater room for movie screenings and Wii gaming; men's lounge with a pool table and poker game tables to promote socialization amongst male residents; a club room for cooking classes and mid-size group events; and a private dining area for family functions that will also serve as a conference room when needed. The Community's fitness area will focus on preventative health and wellbeing, and will include space for physician and care offices, dressing rooms, fitness equipment for individual and group exercise, and an infinity pool. The pool, while unlikely to be used by the majority of residents outside of scheduled fitness programs, is a great selling point for adult children. A full-service salon with manicure station offers a full-service amenity for residents.

### ***Technology & Energy Efficiency***

The Community will be designed with modern technology to support the networking needs of increasingly tech-savvy seniors and to support the operational systems that will help deliver services more efficiently. The Community will also feature energy-saving technology that includes blown exterior insulation, efficient appliances, and light controls. It will also be designed to use electronic health records and electronic medication management systems that reduce paper use by approximately 75 percent.

Technology from Foresite Healthcare, called Foresite Eldercare, will be installed in Assisted Living and Memory Care neighborhoods to provide passive monitoring of adverse events such as falls, changes in sleeping behaviors, changes in vital signs, as well as predictive capabilities for illness detection and possible emergencies. Such investment in proactive monitoring will equip all residents and their loved ones to be as proactive as they choose to be about monitoring their care.

### ***Lifestyle***

Onsite services and amenities, including the highly successful all-day dining program, will provide residents convenience and satisfaction every day. Onsite staff's attentive and professional demeanor and attention to detail will ensure that residents feel important and cared for. And with a varied and engaging social program, a sense of community and excitement will be prevalent. A concentration on resident fitness and wellbeing will maintain a feeling of independence and security.

### ***Affordability***

The use of technology and the analysis of data it provides will improve length-of-stay measurements and reduce hospitalizations. This, in turn, allows the community to reduce inefficiencies and improve the care provided. Through this efficiency in operations and quality of care, the project can sustain its affordability. The community will partner with a local home health and therapy company—which will have an onsite office—to maximize use of Medicare coverage.

### ***New Jobs***

The Community will create approximately 67 new jobs, including highly skilled and licensed staff. Of these 67 jobs, 59 will serve the portion of the Community represented by Project #6085 RS, while the remaining eight new jobs will serve the independent living portion of the Community. A majority of the positions will be full-time with competitive benefits, including 401K, health coverage, and life insurance benefits. Females and minorities comprise the largest percentage of the senior living job force. While there may be some minimal need to hire outside the area for the licensed Administrator, it is expected that all newly created jobs will benefit the region's employment.

### ***Operations***

Applicant will contract with Missouri-based Arrow Senior Living Management, LLC to manage the property. Applicant's parent company, O'Reilly Development, LLC, has a very successful history of working with Arrow Senior Living Management, LLC's parent company, Arrow Senior Living ("Arrow"), to achieve above-market utilization. In total, Applicant's parent company contracts Arrow at eleven other facilities in Missouri. For illustrative purposes, please consider the following examples:

1. The Parkway Senior Living in Blue Springs opened in 2017. The Parkway Senior Living has a six-quarter average occupancy rate of 89.8% for its 33 ALF and 29 MC units.
2. The Castlewood Senior Living in Nixa opened in May 2017. The Castlewood Senior Living has a six-quarter average occupancy rate of 86.9% for its 40 ALF and 13 MC units.
3. The Fremont Senior Living in Springfield, which opened in 2013. The Fremont Senior Living has a six-quarter average occupancy rate of 80.6% for its 48 ALF and 16 MC units.

O'Reilly has finished development on seven additional facilities. Each of these facilities are managed by Arrow. There are five facilities that have stabilized: The Boulevard Senior Living of Wentzville, Boulevard Senior Living in St. Charles, The Township Senior Living, The Madison Senior Living, and The Wildwood Senior Living. Most of these facilities have a six-quarter average occupancy rate higher than 80%.

Three additional facilities developed by O'Reilly and managed by Arrow have opened in the last three years and are still in the stabilization process. The Westbury Senior Living was licensed January 2022 and has already achieved 98.6% occupancy in its ALF and MC units. The Princeton Senior Living was licensed April 2022 and currently has 94.2% occupancy for its ALF and MC units. The Wellington Senior Living was licensed in October 2022 and has already achieved 88.1% occupancy in its ALF and MC units.

Arrow will provide above-market occupancy rates at the proposed facility, just as it does at its other facilities. Arrow accomplishes this through its personalized and exceptional marketing initiatives, 24-hour onsite service and emergency maintenance, and a high level of involvement in every aspect of operations. Arrow is an industry leader in managing consistently fully occupied communities and implementing exceptional services, such as all-day dining programs, constantly evolving and expanding event programming, and dignified, respectful caregiving that set the bar for senior living communities. Every aspect of Arrow's involvement in these communities speaks to a commitment to residents and their families—as well as to property owners and investors.

Management's offices will be located in the front of the lobby so their presence is immediately known by visitors. This serves as a visual reminder of the commitment of every team member to openness and accountability.

**2. Provide a timeline of events for the project, from CON issuance through project completion.**

CON Letter of Intent – Submitted January 24, 2024

CON Application Submission – February 23, 2024

CON Meeting and Approval – May 6, 2024

Predevelopment and Design Stage – Now through December, 2024

Construction Bidding – Spring 2025

Notice to Proceed-Construction – Spring 2025

Preleasing – Spring 2026

Construction Completion – Spring 2027

Licensing – Spring 2027

Stabilization – Summer 2028

**3. Provide a legible city or county map showing the exact location of the proposed facility.**

See Attachment 2-3.

**4. Provide a site plan for the proposed project.**

See Attachment 2-4.

**5. Provide preliminary schematic drawings for the proposed project including the location of each bed.**

See Attachment 2-4.

**6. Provide evidence that the architectural plans have been submitted to the Department of Health and Senior Services.**

See Attachment 2-6.

**7. Provide the proposed gross square footage.**

Project #6085 RS will require 54,129 square feet of new construction.

See Attachment 2-4.

**8. Document ownership of the project site, or provide an option to purchase.**

See Attachments 2-8.1 through 2-8.3.

**9. Define the community to be served (service area: 2025 population, area, rationale).**

The community to be served is primarily residents within a 10-mile radius of the proposed facility age 65 and older who are in need of assisted living or specialized memory care facilities. Project #6085 RS will also serve the residents of the co-located independent living facility when their health needs become appropriate for assisted living or memory care.

**10. Provide 2025 population projections for the 15-mile radius service area.**

The 2025 projected 15-mile radius population age 65 and older is 136,155. See Attachments 2-10.1 and 2-10.2.

**11. Identify specific community problems or unmet needs the proposal would address.**

Applicant determined specific needs in Arnold by conducting market research to ascertain the opinions of seniors and their families and interviewing key healthcare professionals and organizations in the area. That research revealed the following needs in and around Arnold:

- a senior community with better resident interaction and social events;
- quality memory care services, which are currently in shortage in and around Arnold;

- more affordable AL and MC communities;
- better staffed AL and MC communities;
- more senior communities close to where seniors have lived; and
- more senior communities that can protect the safety of residents.

Project #6085 RS will directly address all of those needs. It will also be designed with modern technology to support the networking needs of an increasingly tech-savvy senior population—and to support the operational systems that will help deliver services to residents more efficiently.

As for staffing, the project will utilize centralized recruiting efforts that help drive applicants to the community for group interviews. Additionally, the project will offer competitive wages through an ongoing review of wages for local, competitive businesses. And finally, the project will hire based on the trending occupancy rather the current occupancy to ensure appropriate coverage is in place before a new resident moves in.

As for affordability, the project will provide seniors with the option of aging in place with lower cost independent living to enable full-services before care is required at a higher price point (assisted living and memory care). This will allow our seniors to avoid higher-priced care for as long as possible. Additionally, apartment pricing will vary for the same unit type up to \$400 to allow for lower cost offerings.

**12. Provide historical utilization for each past three (3) years and utilization projections through the first three (3) full years of operation for the new LTC beds.**

As this is a new proposal, historical utilization data for the past three years does not exist. Applicant projects utilization for the first three full years of operation as:

2027: 48%  
 2028: 86%  
 2029: 92%

See Attachments 2-12.1 and 2-12.2.

**13. Provide the methods and assumptions used for project utilization.**

Applicant projected utilization by analyzing both the market's current occupancy and its historical operating performance. Applicant's historical performance is discussed in part above in Question 1, *Operations*. Applicant used a conservative, industry-expected fill-up rate of approximately 24 months with up to three years to stabilize the asset. Applicant also considered the ratio of single-occupancy and couples units in forecasting occupancy goals.

Applicant further considered the co-located independent living facility's effect on assisted living and memory care utilization. It is expected that as many as 20 percent of the co-located independent living residents will transfer to the assisted living and memory care neighborhoods over time as a part of an aging-in-place community.

**14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.**

Applicant telephoned seniors and care professionals in home health, rehab centers, senior centers, and private duty care in the Arnold area to ascertain consumer needs and preferences and allow consumers an opportunity to provide input. The majority contacted believed there is a need for more senior living communities in the area, especially affordable options. Consumers and care providers noted the following needs and preferences:

- more memory care services
- more assisted living and independent living facilities
- greater affordability
- good, kind staff
- quality care
- more activities and entertainment to stimulate residents' minds
- communities with greater amenities
- more communities that can protect the safety of residents

Project #6085 RS and its co-located independent living facility are designed as a continuing care senior community that will address the above concerns. The new community will allow for aging-in-place to help maintain a sense of community, safety, and belonging. It will also provide a full spectrum of care through unbundled services—which allows rates to be dictated by the residents' individual needs, rather than offering only a single all-inclusive rate. Further, Project #6085 RS is designed to specifically promote resident fitness and well-being. The new community will also leverage a technology suite that combines the Foresite early detection monitoring system, Wi-Fi, nurse call, and access management software to maximize residents' independence and sense of safety—as well as their health and well-being. Finally, Project #6085 RS is projected to exceed the above needs with its modern Senior Community—all with cost to residents on par with the current market. Moreover, Project #6085 RS will be developed and managed by a proven team with an excellent track record of providing affordable, high-quality care in attractive and comforting senior communities: O'Reilly Development and Arrow Senior Living.

Applicant has ascertained consumer needs specific to the Arnold market. Project #6085 RS will directly meet those needs.

**15. Provide copies of any petitions, letters of support, or opposition received.**

See Attachments 2-15.1 *et seq.*

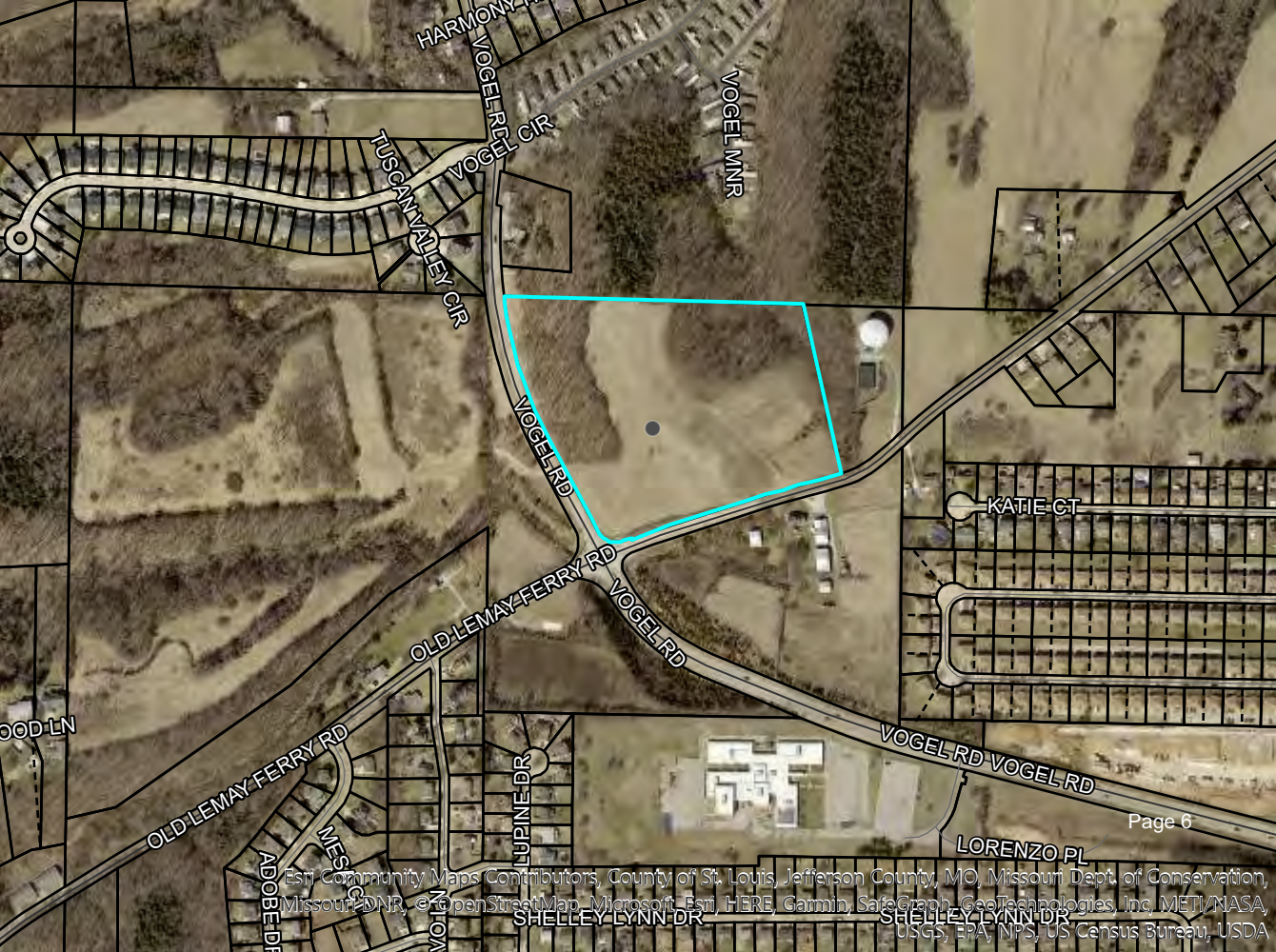
**16. Document that providers of similar health services in the proposed 15-mile radius have been notified of the application by a public notice in the local newspaper.**

Notice was published in the St. Louis Post Dispatch, Jefferson County Leader, Arnold-Imperial Leader, and West Side Leader. See Attachments 2-16.1 and 2-16.2.



**17. Document that providers of all affected facilities in the proposed 15-mile radius were addressed letters regarding the application.**

Applicant has provided an attestation of compliance, the list of facilities notified, and a sample letter sent to the facilities. See Attachment 2-17.1 through 2-17.3.



HARMONY

VOGEL RD

VOGEL MNR

TUSCAN VALLEY CIR

VOGEL CIR

VOGEL RD

OLD LEMAY FERRY RD

VOGEL RD

KATIE CT

WOOD LN

OLD LEMAY FERRY RD

VOGEL RD

Page 6

LORENZO PL

MESQUITE

LUPINE DR

ADOBE DR

SHELLEY LYNN DR

SHELLEY LYNN DR

Esri Community Maps Contributors, County of St. Louis, Jefferson County, MO, Missouri Dept. of Conservation, Missouri DNR, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA





# CERTIFICATE OF NEED ARNOLD SENIOR LIVING

NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010



STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

## SHEET LIST - CERTIFICATE OF NEED

SP1.1	SITE PLAN
SP1.2	SITE DETAILS
MGAL A1.1	MGAL OVERALL PLAN - SECOND FLOOR
MGAL A1.2	FIRST FLOOR PLAN - ASSISTED LIVING
MGAL A1.3	SECOND FLOOR PLAN - MEMORY CARE
MGAL A1.4	SECOND FLOOR PLAN - ASSISTED LIVING
MGAL A2.1	BUILDING ELEVATIONS - MC
MGAL A2.2	BUILDING ELEVATIONS - AL
MGAL A4.1	ENLARGED PLANS - MGAL UNIT TYPES

## PROJECT TEAM

ARCHITECT  
STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS RD, SUITE 228  
KANSAS CITY, MISSOURI 64112  
816 531 1698

### OWNER

O'REILLY DEVELOPMENT CO.  
5091 S. NATIONAL AVENUE 4-100  
SPRINGFIELD, MO 65810  
417.843.8006

### MANAGEMENT COMPANY

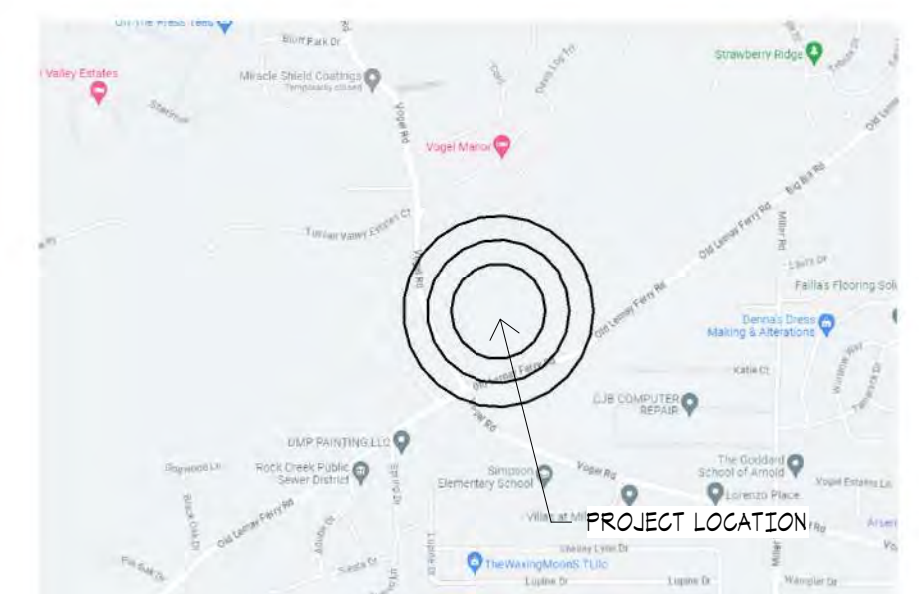
ARROW SENIOR LIVING  
3933-N RUE ROYALE  
ST. CHARLES, MO 63301  
636.724.1766

## GENERAL PROJECT NOTES

- A. ALL WORK TO MEET ALL APPLICABLE BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, ADA / ACCESSIBILITY & LIFE SAFETY CODES & REQUIREMENTS.
- B. THE GENERAL CONTRACTOR & ALL SUBCONTRACTORS SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL EX. BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE WORK PRIOR TO BIDDING. NO CHANGES IN THE CONTRACT WILL BE CONSIDERED FOR INFORMATION DISSEMINABLE FROM THE EX. CONDITIONS OR THE DRAWINGS.
- C. DO NOT SCALE DRAWINGS. FIELD VERIFY ALL EX. CONDITIONS, DIMENSIONS & ELEVATIONS PRIOR TO ORDERING, FABRICATION, ETC.
- D. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS PRIOR TO BID. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & EX. CONDITIONS.
- E. ALL WORK TO BE PERFORMED IN A FIRST CLASS PROFESSIONAL, CODE COMPLIANT MANNER.
- F. REFERENCE ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING & ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- G. INSTALL NON-EXPANDING SPRAY FOAM INSULATION AT WINDOW & EXTERIOR DOOR BLOCKINGS. SEAL ALL CRACKS, GAPS & HOLES (FLOOR / WALL JOINT, WALL TOP PLATE, ELEC. OUTLET BOXES, MEP PENETRATING ITEMS, HVAC SUPPLY & RETURN BOOTS, ETC.) IN THE GYP. BD. BUILDING ENVELOPE (WALLS & CEILING) W/ CAULK OR EXPANDING FOAM.
- H. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERPROOF, WATERPROOF, AIRTIGHT, ETC. PERFORMANCE.
- I. ALL COLORS ARE TO BE SELECTED FROM MANUFACTURERS FULL RANGE.
- J. REFER TO DOOR SCHEDULE FOR DOOR & HARDWARE REQUIREMENTS. THE HINGE SIDE TO THE DOOR JAMB SHALL BE AS FOLLOWS:
  - a. 4" IN RESIDENT UNITS AT FRESHING DOORS.
  - b. 6" IN COMMON AREA & RESIDENT UNIT ENTRY DOORS WHEN CASING 3" & OVER IS SCHEDULED.
- K. TERMITE TREATMENT SHALL BE INSTALLED PRIOR TO BUILDING SLAB INSTALLATION.
- L. INTERIOR TRIM: COORDINATE WITH ID DRAWINGS. LEAN RAIL: MC & AL - PROVIDE LEAN RAIL EA. SIDE OF CORRIDOR, IL - LEAN RAIL ON ONE SIDE, CHAIR RAIL THE OTHER.
- M. ALL ROOFTOP & GROUND MOUNTED EQUIPMENT ARE TO BE SCREENED FROM THE STREET.
- N. RESIDENT MONITORING SYSTEM SHALL BE PROVIDED BY THE OWNER. ALL ELECTRICAL REQUIREMENTS SHALL BE COORDINATED WITH THE VENDOR. RESIDENT MONITORING SYSTEM SHALL BE INSTALLED IN ALL MEMORY CARE & ASSISTED LIVING RESIDENT UNITS. RESIDENT MONITORING SYSTEM REQUIRES A DUPLEX RECEPTACLE MOUNTED AT THE CEILING. COORD. WITH ELECTRICAL.
- O. NURSE CALL SYSTEM IS TO BE PROVIDED IN THE FOLLOWING AREAS:
  - a. MEMORY CARE RESIDENT UNITS, BED AREA & BATHROOMS.
  - b. ASSISTED LIVING RESIDENT UNITS, BED AREA, & BATHROOMS.
  - c. MEMORY CARE, ASSISTED LIVING, & INDEPENDENT LIVING COMMON AREA RESTROOMS.
  - d. INDEPENDENT LIVING POOL.

ISSUE DATE:

8/4/2023



LOCATION MAP





Area Schedule (Gross Building)	
Name	Area
Area - AL	41675.53 SF
Area - MC	12453.23 SF
Grand total	54128.76 SF

Room Schedule - AL (UNIT TYPE)	
Name	Count
UNIT (1BR/1BA)	23
UNIT (2BR/2BA)	4
UNIT (STUDIO)	21
	48

Room Schedule - MC (UNIT TYPE)	
Name	Count
UNIT (STUDIO)	18
	18

**SITE PLAN NOTES**

- THESE NOTES ONLY APPLY TO THIS SHEET
- ASPHALT PAVING, RE: CIVIL.
  - CONCRETE PAVING, RE: CIVIL.
  - 4" STRIPING WHITE, TYP.
  - CARPORT, RE: DETAIL.
  - LOADING AREA.
  - MASONRY TRASH ENCLOSURE W/ GATES, RE: DETAIL.
  - DOG PARK - ARTIFICIAL TURF, 48" ALUM. FENCE W/ 36" GATE.
  - 4" CONCRETE PATIO, RE: CIVIL.
  - 4" CONCRETE SIDEWALK, RE: CIVIL.
  - GENERATOR.
  - ELEG. TRANSFORMER.
  - PORTE-COCHERE.
  - 50' FLAGPOLE, RE: ELEG. FOR LIGHTING.
  - MONUMENT SIGN.
  - SIGNAGE, REFER TO DETAILS ON SHEET AS.1
  - POST AND PANEL TYPE A
  - POST AND PANEL TYPE B
  - POST AND PANEL TYPE C
  - BUILDING SIGN TYPE D
  - BUILDING SIGN TYPE E
  - BUILDING SIGN TYPE F
  - BUILDING SIGN TYPE G
  - CARPORT NUMBERS (EA SPACE) TYPE H
  - ADDRESS SIGNAGE
  - CLEARANCE SIGN TYPE J
  - SMOKE FREE CAMPUS SIGN TYPE K
  - 4" HIGH BLACK DECORATIVE ALUM. FENCE W/ 36" WIDE GATE
  - OUTDOOR COOKING.
  - COVERED PAVILION.
  - PRE-FINISHED ALUM. FENCE GATE, 36" WIDE, GATE TO LOCK & INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
  - PRE-FINISHED VINYL FENCE GATE, 36" WIDE, GATE TO LOCK AND TO INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
  - MODULAR BLOCK RETAINING WALL.
  - SHUFFLEBOARD COURT.
  - PUTTING GREEN.
  - RIGHT OF WAY TO THE EDGE OF THE EXISTING PAVEMENT IS TO RECEIVE SOD & IRRIGATION.

**SITE PLAN GENERAL NOTES**

- ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES.
- ALL SIGNAGE TO BE PERMITTED SEPARATELY.
- COORDINATE ALL SITE WORK WITH CIVIL ENGINEERING PLANS.
- CONTRACTOR WILL BE RESPONSIBLE FOR VERIFICATION OF ALL UTILITIES.
- NEW CONCRETE WALKS TO HAVE MEDIUM BROOM FINISH, EDGES & JOINTS TO BE TOGGLED, BROOM OUT ALL TOOL MARKS.
- PROVIDE CONC. WHEEL STOPS AT ALL AREAS ADJACENT TO SIDEWALKS.
- DOG AREA TO RECEIVE URINE RESISTANT ARTIFICIAL TURF.
- ALL AREAS ARE TO BE SODDED AND RECEIVE IRRIGATION, INCLUDING AREAS IN ROW.

**NOTE:**  
SITE PLAN SHOWS EXISTING CONTOURS. SITE GRADING AND RETAINING WALLS WILL BE REQUIRED.



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698  
WWW.SWDARCHITECTS.COM

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**SITE PLAN**

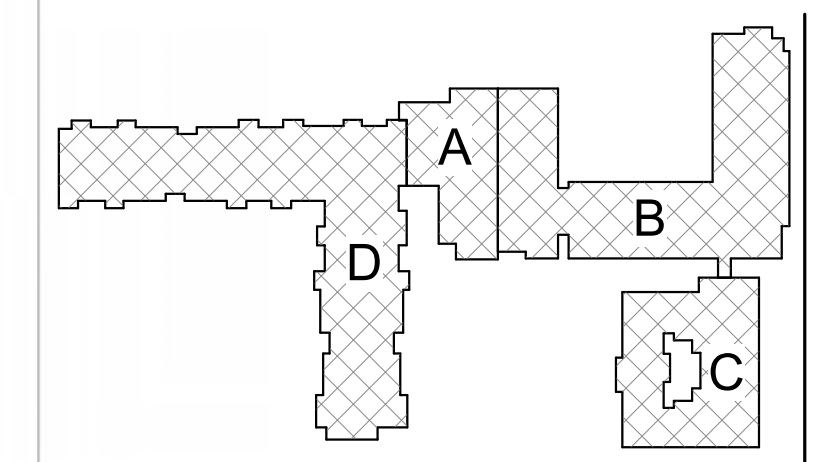
ISSUE DATE:  
8/4/2023

REVISIONS:

No.	Description	Date
-----	-------------	------

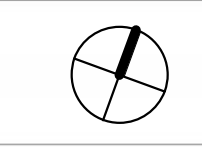
PROJECT NO.: 2106

**SP1.1**



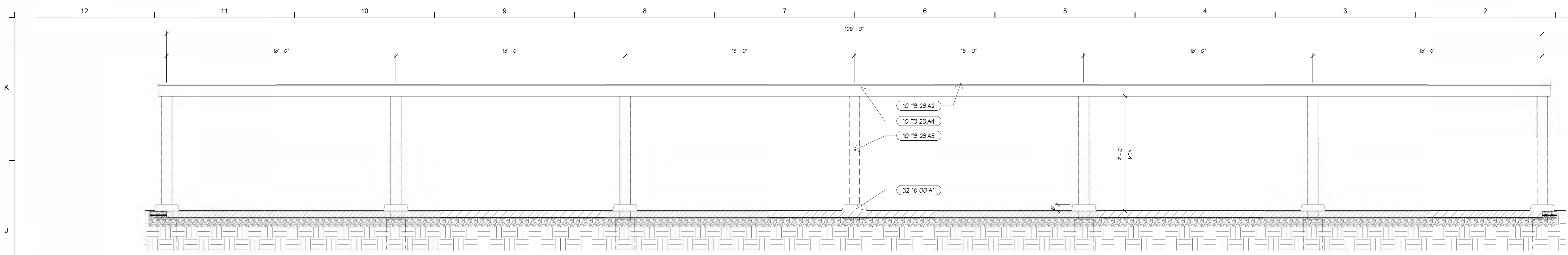
KEY PLAN

**A12 SITE PLAN**  
1" = 40'-0"



\\swd\c1\p\files\2316\_0'REILLY\_ARNOLD\_SENIOR\REVIT\ORD\_ARNOLD - 01\_SENIOR\_LIVING\_CON  
 1/27/2023 4:49:39 PM

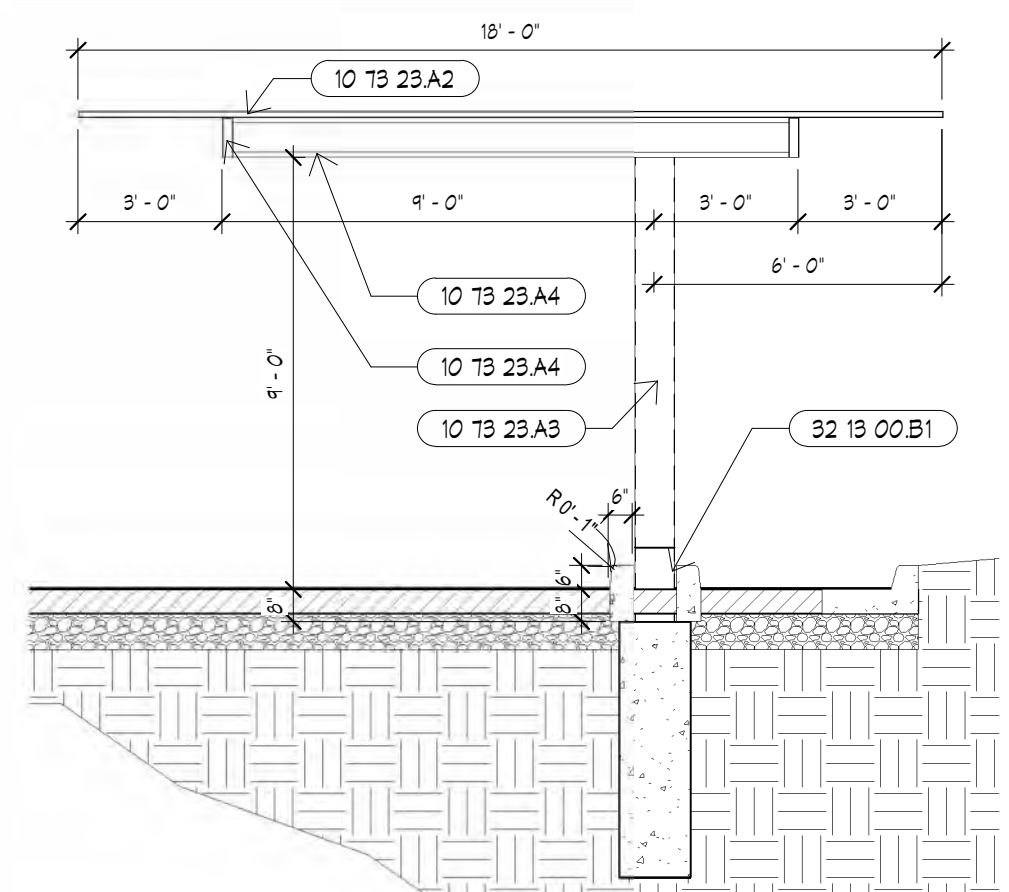




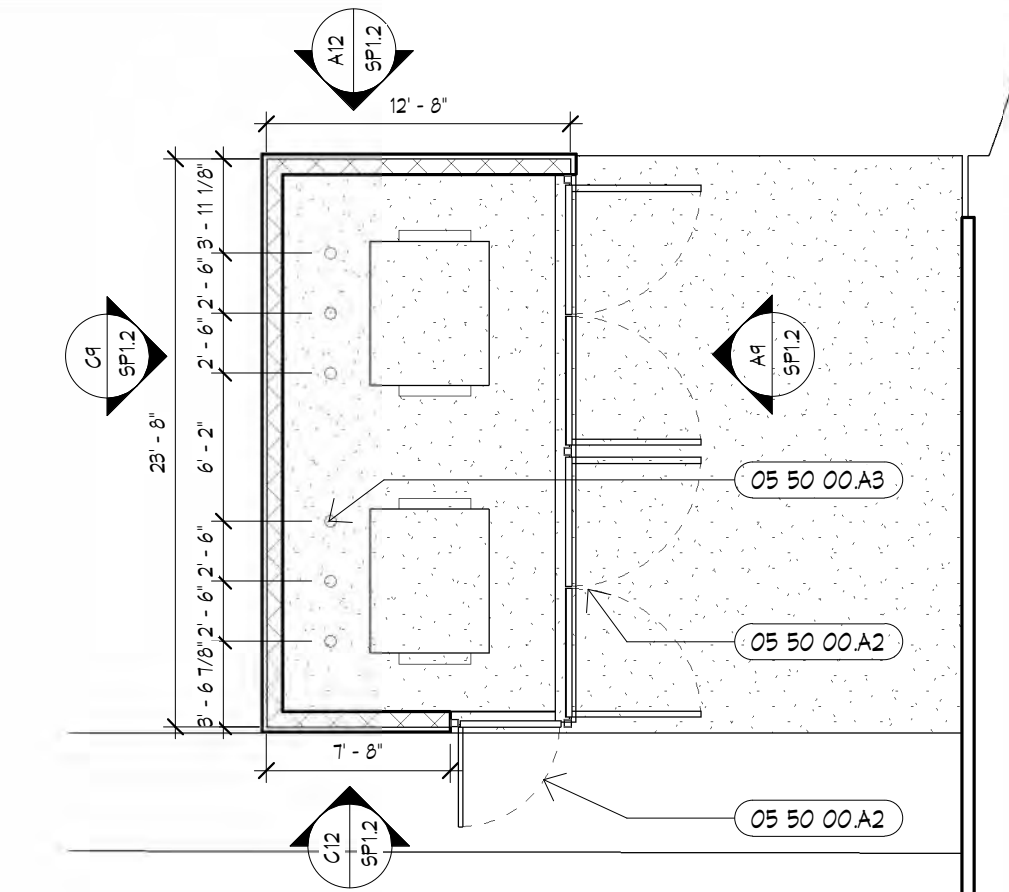
**J12** SITE - CARPORT ELEVATION FRONT  
1/4" = 1'-0"

NUMBER	DESCRIPTION
04 20 00A1	6" REINFORCED CMU, RE. STRUCTURAL, 04 20 00
04 43 13A1	MANUFACTURED STONE VENEER, TYPE 1 04 43 13
04 43 13A8	CAST STONE CAP, 04 12 00
05 50 00A1	PAINTED METAL PANEL, 05 50 00
05 50 00A2	PAINTED STEEL POST AND GATE FRAME, 05 05 00
05 50 00A3	6" STEEL PIPE BOLLARD, 05 05 00
07 24 00B2	EPFS COATING OVER CMU ALL EXPOSED SURFACES
07 62 00A5	PRE-FINISHED METAL CAP FLASHING, 07 62 00
10 TB 23A2	PRE-ENGINEERED METAL ROOFING PANEL, 10 TB 23
10 TB 23A3	PRE-ENGINEERED STEEL COLUMN, PER MANUF.
10 TB 23A4	PRE-ENGINEERED STEEL BEAM, PER MANUF.
32 18 00B1	EXPANSION JOINT, FIBER EXPANSION MATERIAL 1/4" TOP 1/2" FILLED 1/4" SEALANT.
32 18 00A1	6" CONCRETE CURB.

**SWD**  
ARCHITECTS  
EST 1935  
ARCHITECTURAL CORPORATION  
ARKANSAS  
CERTIFICATE OF AUTHORITY: C761

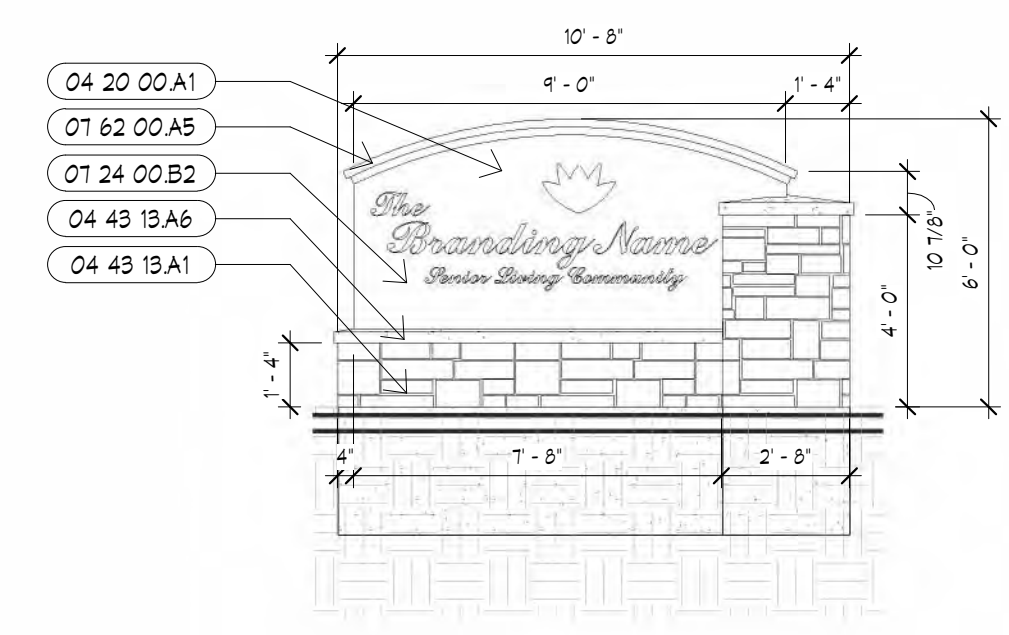


**J2** SITE - CARPORT ELEVATION SIDE  
1/4" = 1'-0"

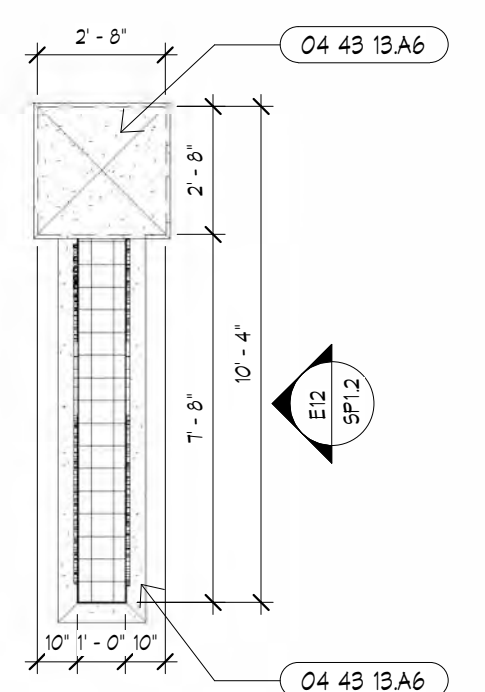


**G3** PLAN AT TRASH ENCLOSURE  
1/8" = 1'-0"

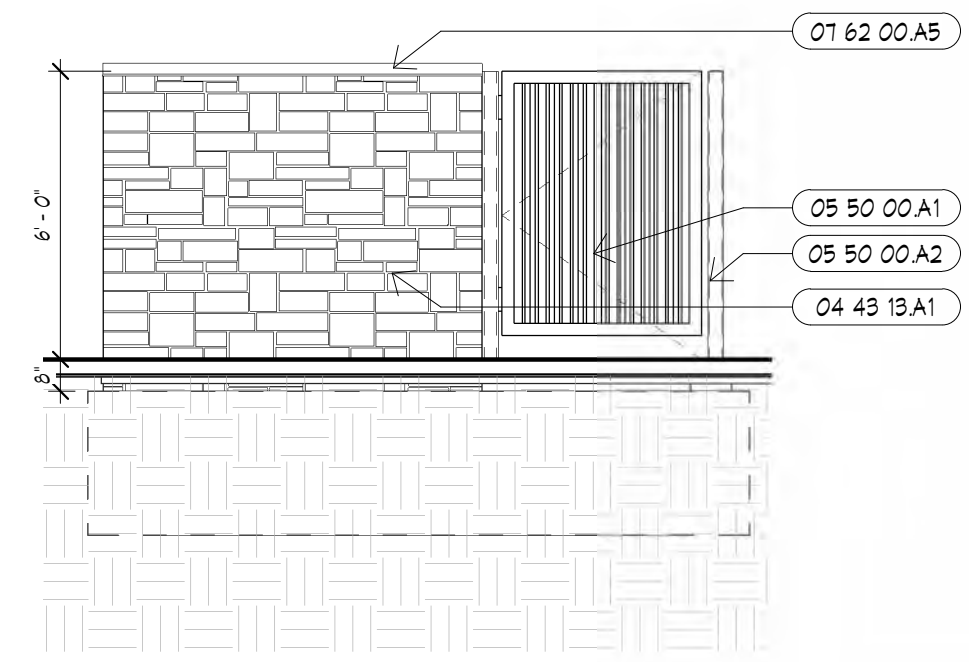
- NOTES:
- COORDINATE PAVING & CURBS WITH CIVIL.
  - TRASH DUMPSTERS PROVIDED BY OWNERS VENDOR.
  - ALL STEEL IS TO BE PAINTED.
  - STEEL BOLLARDS TO BE FILLED WITH CONCRETE & ROUNDED OVER.
  - COORD. FOUNDATION W/ STRUCTURAL.



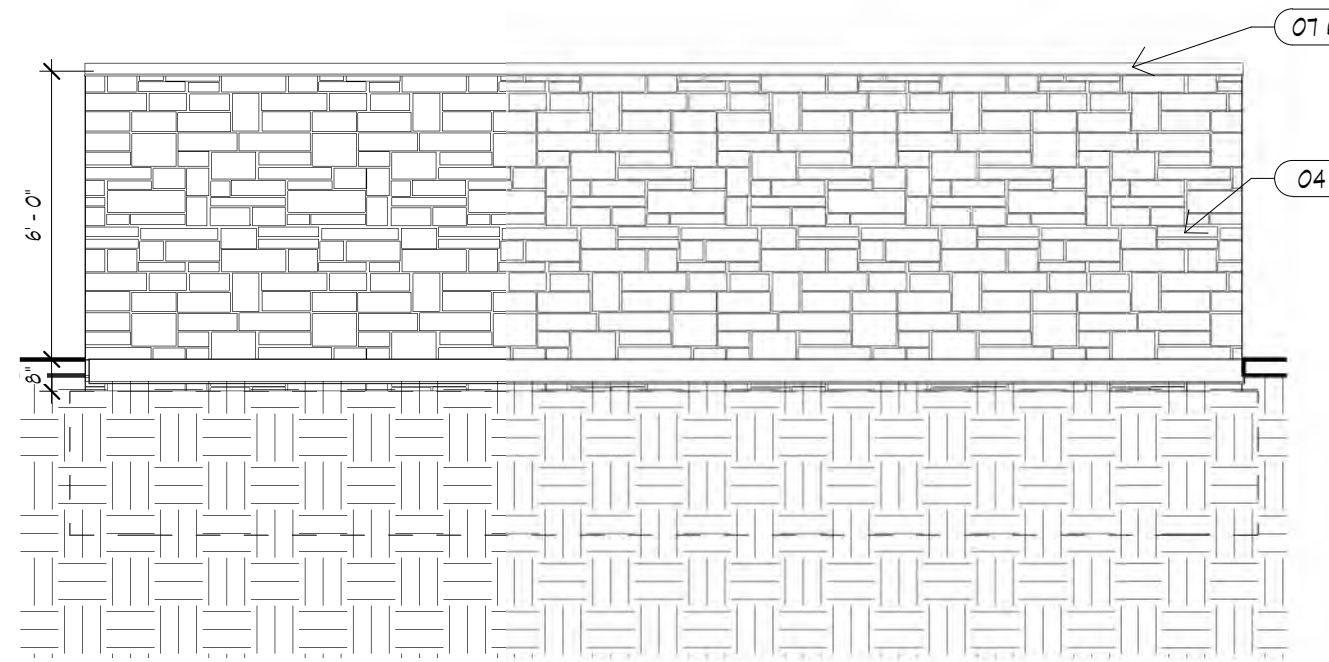
**E12** SITE - MONUMENT SIGN - FRONT  
1/4" = 1'-0"



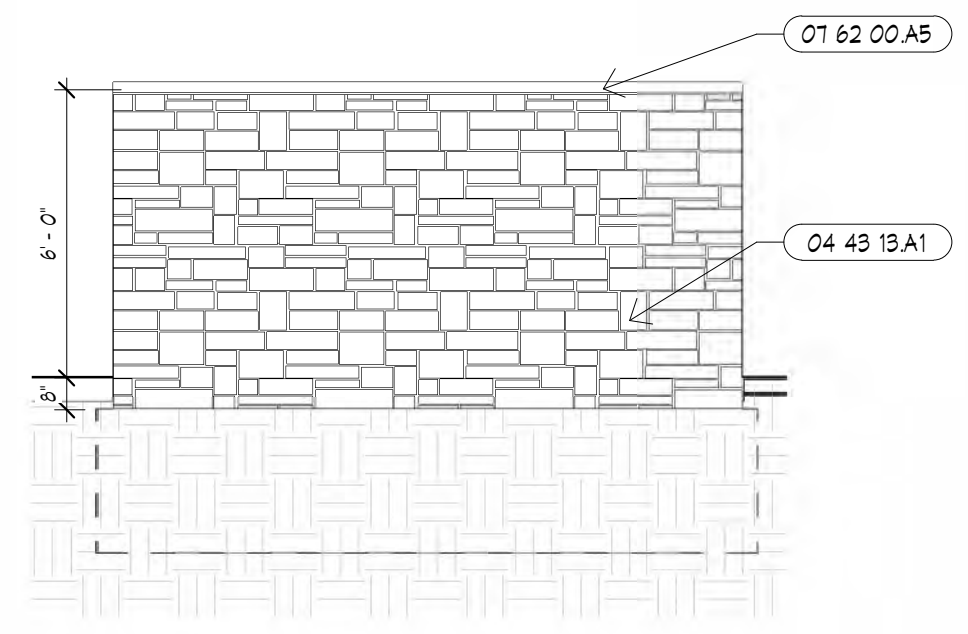
**E9** PLAN AT MONUMENT SIGN  
1/4" = 1'-0"



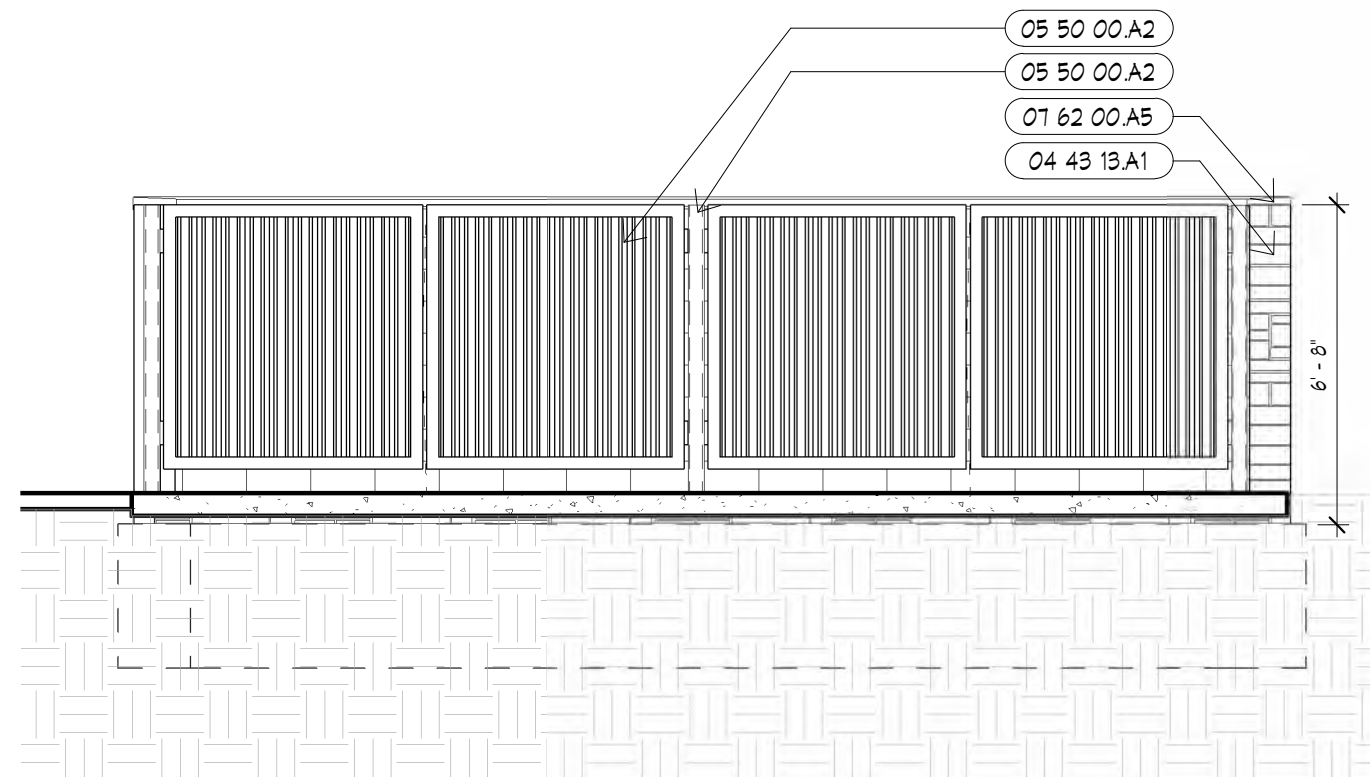
**C12** SITE - TRASH ENCLOSURE - SIDE DOOR  
1/4" = 1'-0"



**C9** SITE - TRASH ENCLOSURE - BACK  
1/4" = 1'-0"



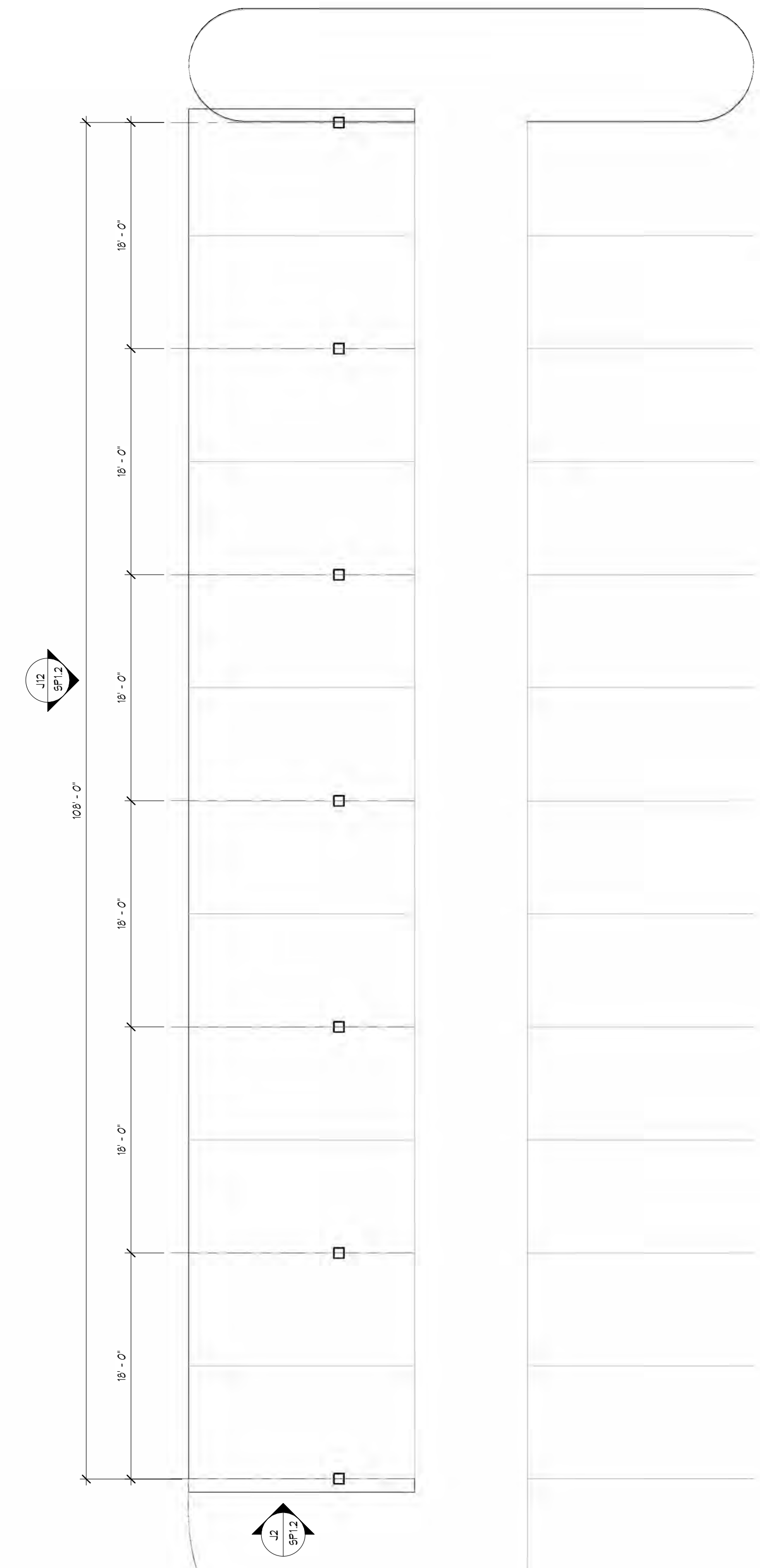
**A12** SITE - TRASH ENCLOSURE - SIDE  
1/4" = 1'-0"



**A9** SITE - TRASH ENCLOSURE - FRONT  
1/4" = 1'-0"

- CARPORT NOTES**
- CARPORT SYSTEM IS A PRE-ENGINEERED SYSTEM DESIGNED BY OTHERS.
  - CARPORT TO BE SINGLE POST SEMI CANTILEVERED TYPE BY MCM CARPORTS OR EQUAL.
  - ALL STEEL FRAMING TO BE POWDERCOATED - BLACK. ROOF COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS FULL RANGE OF COLORS.
  - PROVIDE METAL FASCIA AT PERIMETER OF ROOF SYSTEM.
  - FOUNDATION DESIGN IS THE RESPONSIBILITY OF THE CARPORT MANUFACTURER.
  - COORDINATE PAVING, CURBS, GRADING ETC WITH CIVIL.

**A6** PLAN AT CARPORT  
1/8" = 1'-0"



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010  
STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698  
WWW.SWDARCHITECTS.COM

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264  
**PRELIMINARY  
NOT FOR  
CONSTRUCTION**  
SITE DETAILS

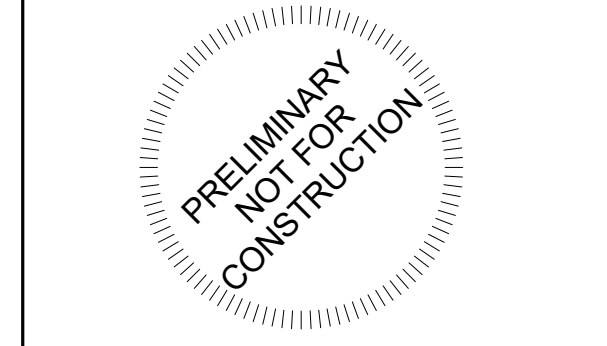
ISSUE DATE:  
8/4/2023  
REVISIONS:  
No. Description Date

PROJECT NO. :2106  
**SP1.2**

- MONUMENT SIGN NOTES**
- ALL SIGNAGE TO BE PERMITTED SEPARATELY.
  - LOGO AND TEXT WILL BE TYPICAL FOR BOTH SIDES THIS WILL BE PROVIDED DURING SHOP DRAWING SUBMITTALS.
  - SIGN CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE MONUMENT SIGN.

C:\Users\dtruska\Documents\ORD\_ARNOLD - 01 SENIOR LIVING\_dtruska\yPR.rvt  
8/3/2023 4:26:06 PM



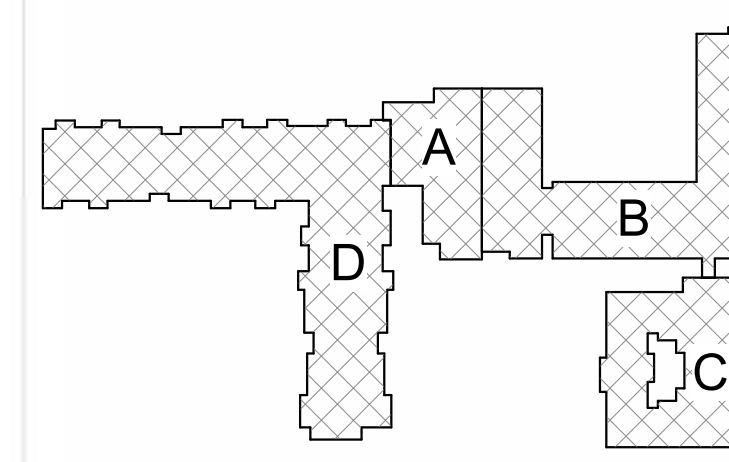
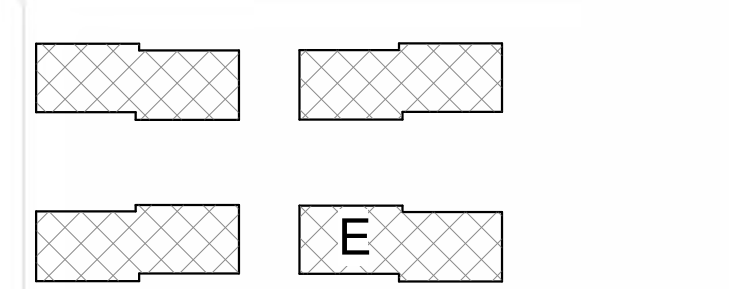


**FLOOR PLAN GENERAL NOTES**

- EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
- FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
- PROVIDE/INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON & FULL HEIGHT OF ALL CABINET WALLS WHERE SINKS ARE LOCATED. 092900
- INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 092900
- MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.
- FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION ACQUISIT-MAT 1 AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
- ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE. CODE ANALYSIS FOR ADDITIONAL INFORMATION ON GRAB BARS.
- CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
- ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.
- INSTALL 2x WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 091000.
- REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.
- GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS
- SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.  
A. POOL TO BE HEATED.  
B. PROVIDE ADA LEFT  
C. 42" DEEP WATER LEVEL.  
D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
- DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
- FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:  
a. STUD WALLS, INCLUDING FIRRED SPACE SPACINGS NOT TO EXCEED 10 FEET.  
b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.  
c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.  
d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS
- ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y831. RE: AG-7. REFER TO SHEET AG-0 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
- SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

**ITEMS TO BE PROVIDED BY OWNER INSTALLED BY CONTRACTOR**

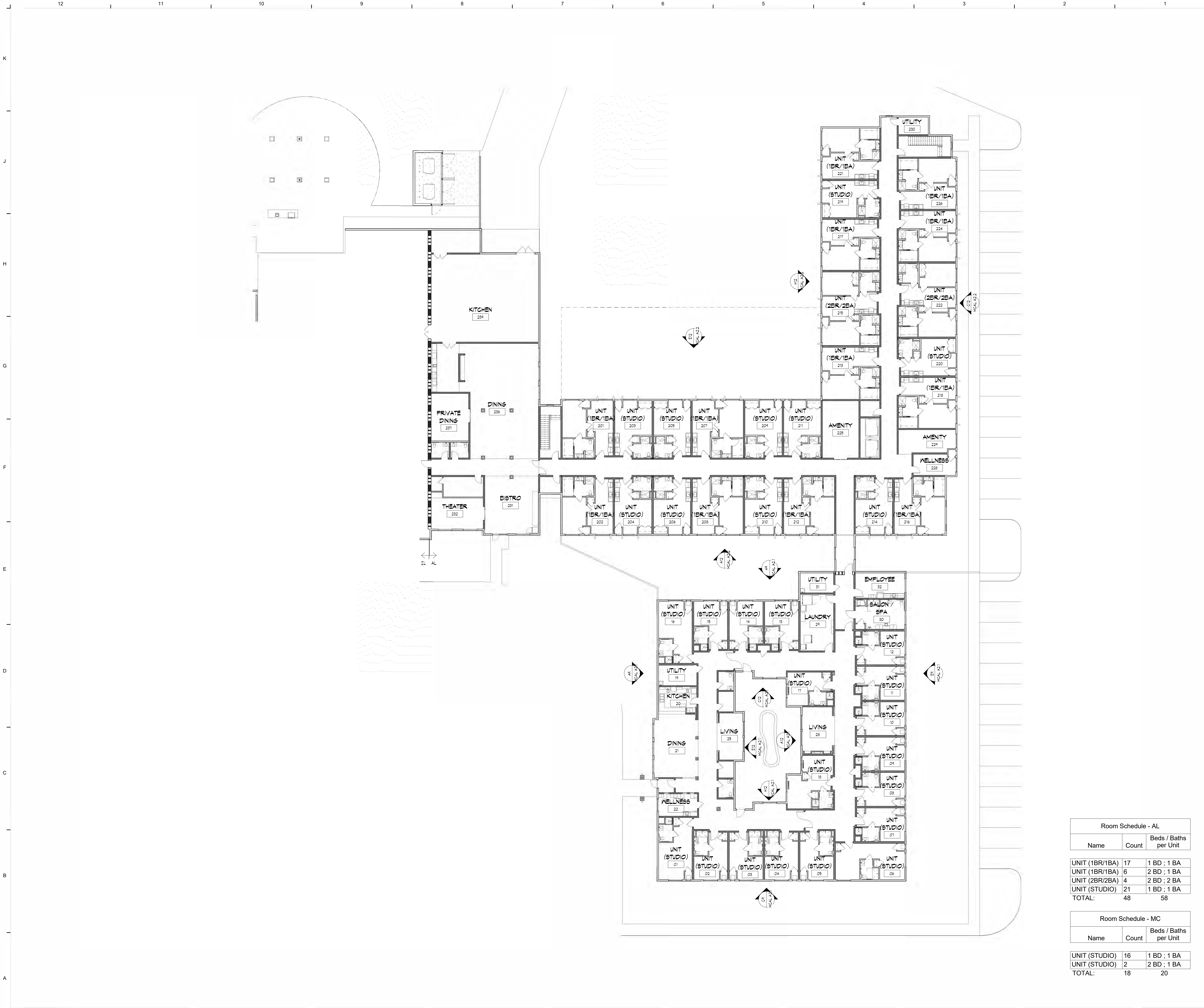
- COMMON AREA MIRRORS
- PAPER TOWEL DISPENSERS
- SOAP DISPENSERS IN COMMON AREA
- COMMON AREA MIRRORS
- INTERIOR SIGNAGE



KEY PLAN

Room Schedule - AL		
Name	Count	Beds / Baths per Unit
UNIT (1BR/1BA)	17	1 BD : 1 BA
UNIT (1BR/1BA)	6	2 BD : 1 BA
UNIT (2BR/2BA)	4	2 BD : 2 BA
UNIT (STUDIO)	21	1 BD : 1 BA
<b>TOTAL:</b>	<b>48</b>	<b>58</b>

Room Schedule - MC		
Name	Count	Beds / Baths per Unit
UNIT (STUDIO)	16	1 BD : 1 BA
UNIT (STUDIO)	2	2 BD : 1 BA
<b>TOTAL:</b>	<b>18</b>	<b>20</b>



**A12 SECOND FLOOR PLAN**  
1/16" = 1'-0"

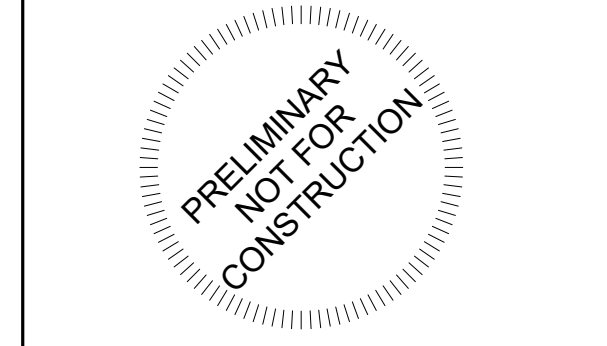
C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING\_dtruskey\616R.rvt  
8/3/2023 4:23:15 PM



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698  
WWW.SWDARCHITECTS.COM

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**FIRST FLOOR PLAN - ASSISTED LIVING**

ISSUE DATE:  
8/4/2023

REVISIONS:

No.	Description	Date

PROJECT NO.: 2106

**MCAL**  
**A1.2**

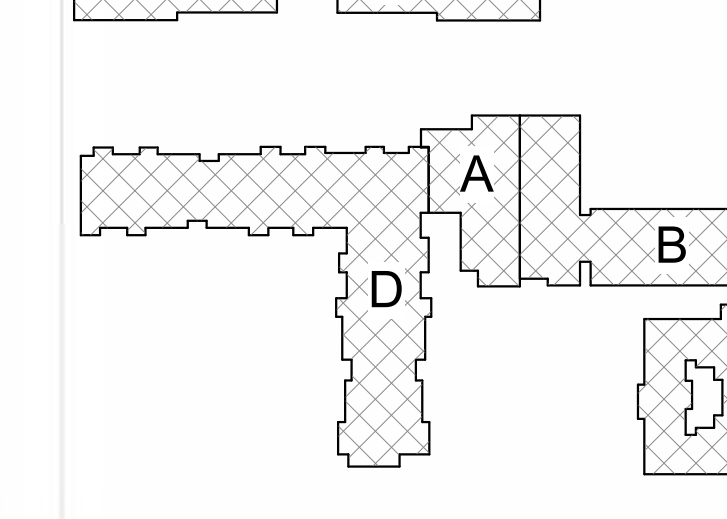
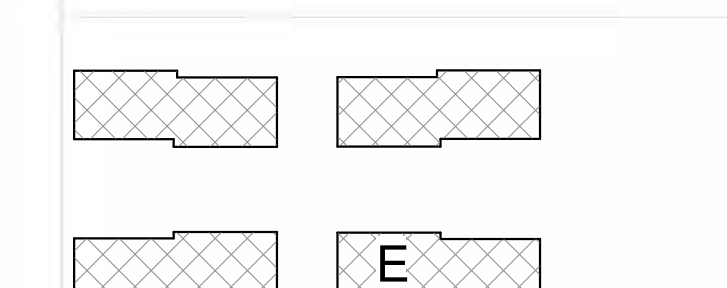


**FLOOR PLAN GENERAL NOTES**

- EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
- FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
- PROVIDE INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON & FULL HEIGHT OF ALL CABINET WALLS WHERE SKRONS ARE LOCATED. 042800
- INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 092900
- MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.
- FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION ACQUSTI-MAT 1 AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
- ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
- ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
- ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION: G18443
- CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
- ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE
- INSTALL 2X WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 061000
- REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.
- GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS
- SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.
  - POOL TO BE HEATED.
  - PROVIDE ADA LIFT
  - 42" DEEP WATER LEVEL.
  - CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
- DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
- FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:
  - STUD WALLS, INCLUDING FURRED SPACE. SPACING NOT TO EXCEED 10 FEET.
  - CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS
  - BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.
  - EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
- ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y081. RE: A01.
- REFER TO SHEET A010 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
- SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

**ITEMS TO BE PROVIDED BY OWNER INSTALLED BY CONTRACTOR**

- COMMON AREA MIRRORS
- PAPER TOWEL DISPENSERS
- SOAP DISPENSERS IN COMMON AREA
- COMMON AREA MIRRORS
- INTERIOR SIGNAGE



KEY PLAN

**A12** FIRST FLOOR PLAN - AL  
1/8" = 1'-0"

C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING\_dtruskey\616R1.rvt  
8/3/2023 4:23:20 PM



**KEYNOTES**

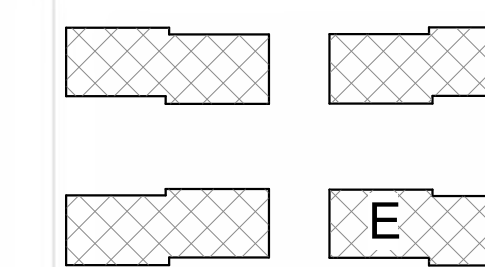
NUMBER DESCRIPTION

**FLOOR PLAN GENERAL NOTES**

- EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
- FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
- PROVIDE 1" INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, EQUIPMENT ROOM, SPA, SALON, & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINKS ARE LOCATED. 092000
- INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 042000
- WOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED MALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.
- FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE, OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION AGUSTI-MAT 1" AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
- ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL FLOOR/CEILING ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATINGS OF THE RESPECTIVE ASSEMBLIES AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION. 078443
- CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
- ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.
- INSTALL 2X WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 091000.
- REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.
- GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV. EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
- SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.  
A. POOL TO BE HEATED.  
B. PROVIDE ADA LIFT.  
C. 42" DEEP WATER LEVEL.  
D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
- DIOT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
- FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:  
a. STUD WALLS, INCLUDING PURSED SPACE. SPACING NOT TO EXCEED 10 FEET.  
b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.  
c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.  
d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
- ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y837. RE: A01.
- REFER TO SHEET A1.0 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
- SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

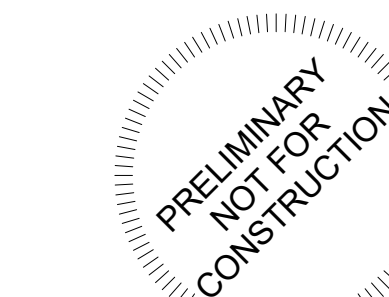
**ITEMS TO BE PROVIDED BY OWNER  
INSTALLED BY CONTRACTOR**

- COMMON AREA MIRRORS.
- PAPER TOWEL DISPENSERS.
- SOAP DISPENSERS IN COMMON AREA.
- COMMON AREA MIRRORS.
- INTERIOR SIGNAGE.



KEY PLAN

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**SECOND FLOOR  
PLAN - MEMORY  
CARE**

ISSUE DATE:  
8/4/2023

REVISIONS:

No.	Description	Date

PROJECT NO.: 2106

**MCAL**  
**A1.3**

12 11 10 9 8 7 6 5 4 3 2 1

K

J

H

G

F

E

D

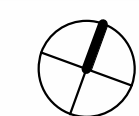
C

B

A



**A12** SECOND FLOOR PLAN - MC  
1/8" = 1'-0"





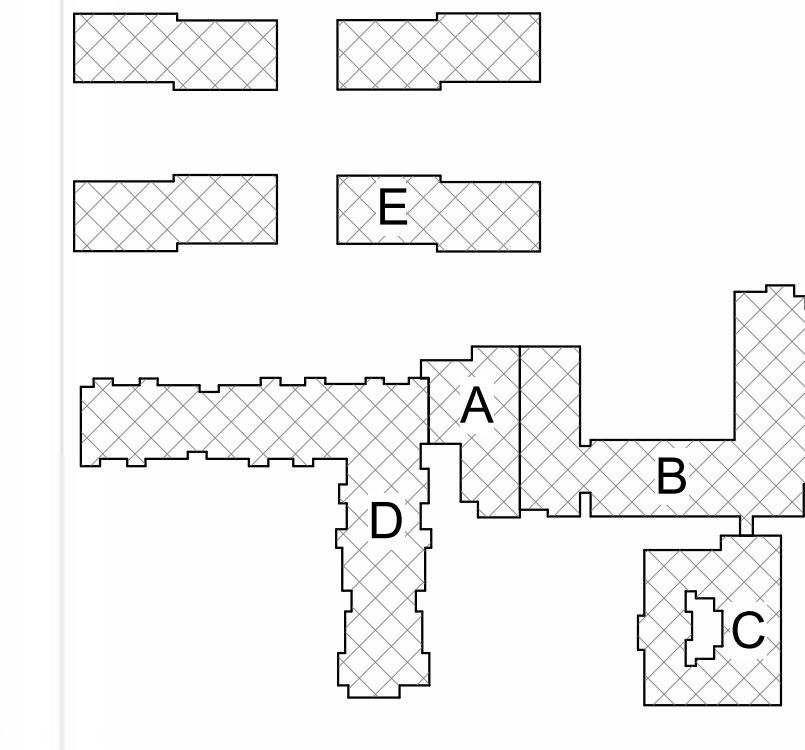


**KEYNOTES**

- | NUMBER | DESCRIPTION  |
|--------|--|
| 1.     | EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.   |
| 2.     | FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.   |
| 3.     | PROVIDE 4" MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA SALON & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINKS ARE LOCATED. 092900  |
| 4.     | INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 092900  |
| 5.     | MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.   |
| 6.     | FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE, OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION ACROSS-MAT 1" AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.   |
| 7.     | ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZONTAL GRAB BARS.   |
| 8.     | ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZONTAL GRAB BARS.   |
| 9.     | ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATINGS OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE. CODE ANALYSIS FOR ADDITIONAL INFORMATION. 078405  |
| 10.    | CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATER TIGHT, AIR TIGHT, ETC. PERFORMANCE.  |
| 11.    | ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.   |
| 12.    | INSTALL 2x4 WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 096000.   |
| 13.    | REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.  |
| 14.    | GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.   |
| 15.    | CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.  |
| 16.    | SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL. <ul style="list-style-type: none"> <li>A. POOL TO BE HEATED.</li> <li>B. PROVIDE ADA LIFT.</li> <li>C. 42" DEEP WATER LEVEL.</li> <li>D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.</li> </ul>  |
| 17.    | DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.  |
| 18.    | FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO: <ul style="list-style-type: none"> <li>a. STUD WALLS, INCLUDING FINISHED SPACE. SPACING NOT TO EXCEED 10 FEET.</li> <li>b. CONNECTION BETWEEN VET. &amp; HORIZ. SPACES AT SOFFITS.</li> <li>c. BETWEEN STAIR STRINGERS AT TOP &amp; BOTTOM OF RUN.</li> <li>d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.</li> </ul> |
| 19.    | ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y83T. RE: AG.7.  |
| 20.    | REFER TO SHEET AG.9 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.  |
| 21.    | SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.  |

**ITEMS TO BE PROVIDED BY OWNER INSTALLED BY CONTRACTOR**

1. COMMON AREA MIRRORS
2. PAPER TOWEL DISPENSERS
3. SOAP DISPENSERS IN COMMON AREA
4. COMMON AREA MIRRORS
5. INTERIOR SIGNAGE



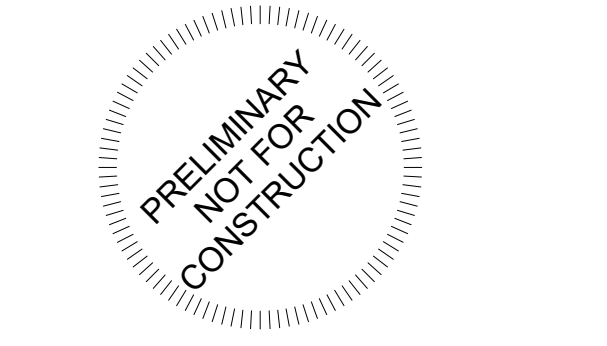
KEY PLAN



ARCHITECTURAL CORPORATION  
ARKANSAS  
CERTIFICATE OF AUTHORITY: C761

**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**SECOND FLOOR PLAN - ASSISTED LIVING**

ISSUE DATE:  
8/4/2023

REVISIONS:

No.	Description	Date

PROJECT NO.: 2106

**MCAL**  
**A1.4**

C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING\_dtruskey\616R.rvt  
8/3/2023 4:24:11 PM

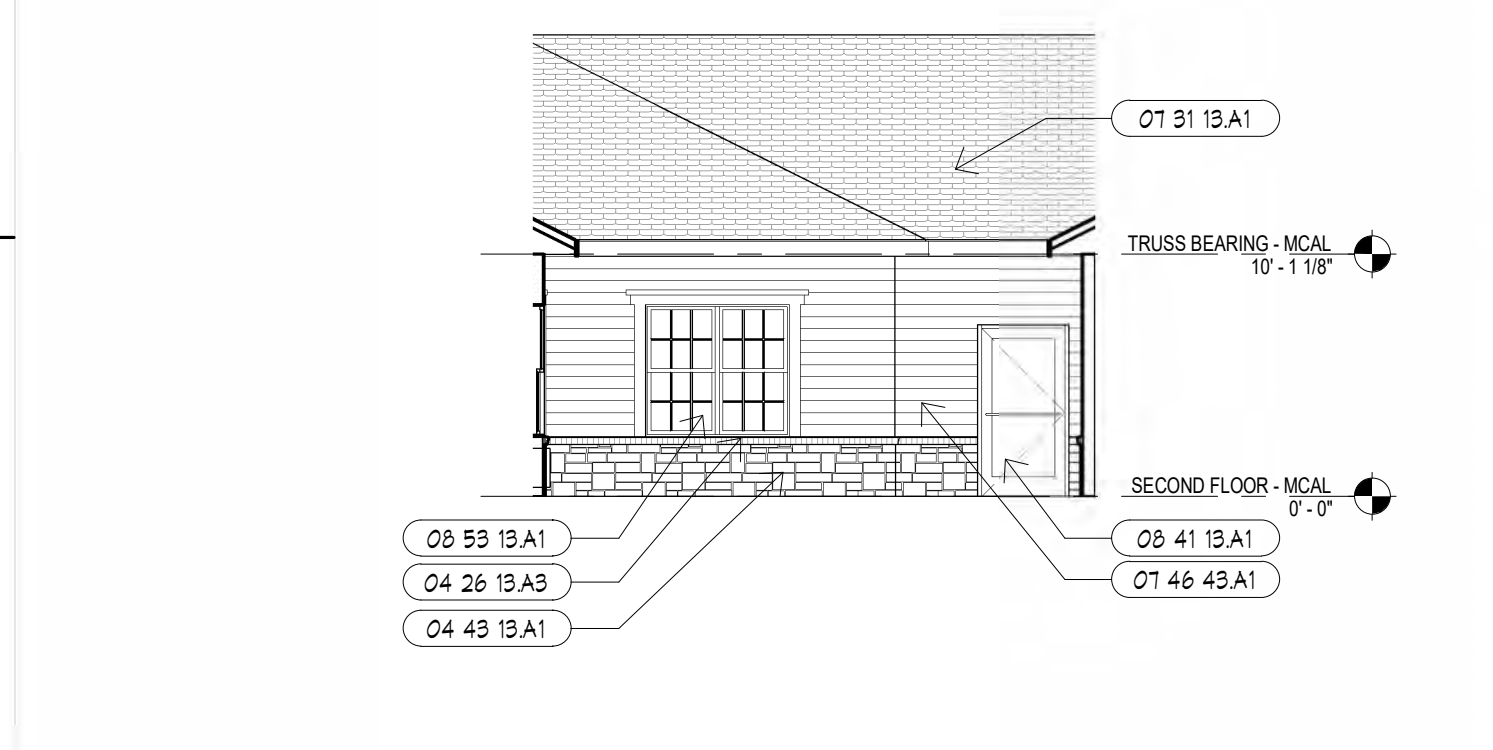
**A12** SECOND FLOOR PLAN - AL  
1/8" = 1'-0"





12 11 10 9 8 7 6 5 4 3 2 1

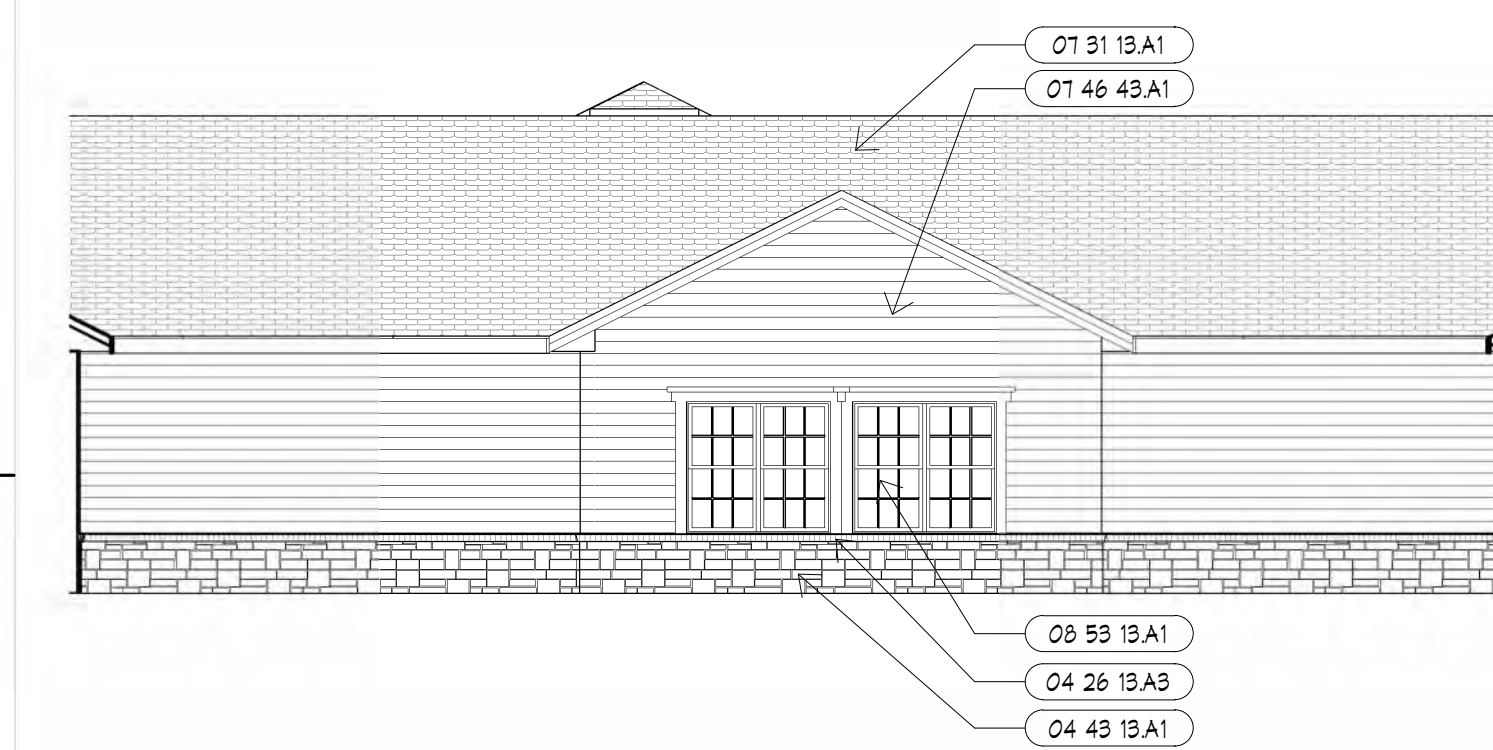
NUMBER	DESCRIPTION
04 26 19A1	THIN BRICK VENEER - RUNNING BOND, 04 26 19
04 26 19A3	THIN BRICK VENEER - RAINLOOK, 04 26 19
04 43 19A1	MANUFACTURED STONE VENEER TYPE 04 43 19
07 31 19A1	ARCHITECTURAL ASPHALT SHINGLE, 07 31 19
07 46 43A1	FIBER CEMENT BOARD SIDING - HORIZONTAL LAP, 07 46 43
07 46 43A4	FIBER CEMENT BOARD SIDING - VERTICAL BOARD & BAT, 07 46 43
08 41 19A1	ALUMINUM STOREFRONT DOOR & FRAME RE. SCHED. 08 41 19
08 53 19A1	PRE-FINISHED VINYL WINDOW, 08 53 19
08 95 00A1	MECHANICAL VENT, COLOR TO MATCH ADJACENT MATERIAL, RE. MEP



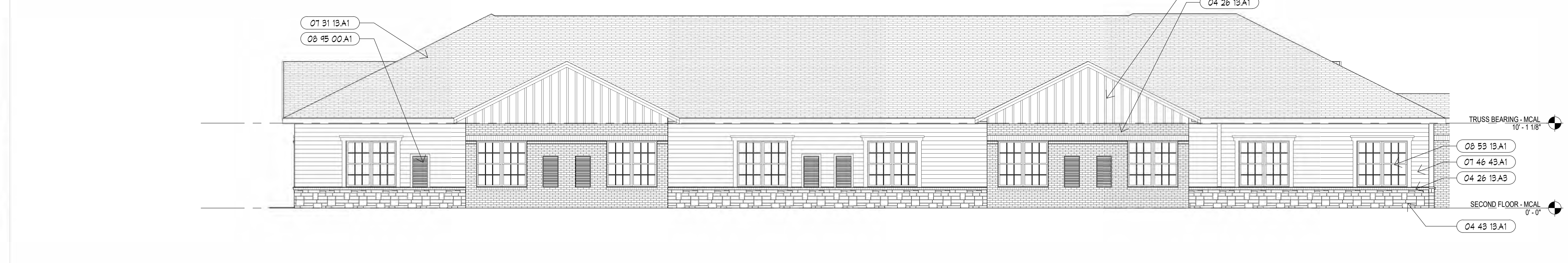
**H12** MC - SOUTH COURTYARD ELEVATION  
1/8" = 1'-0"



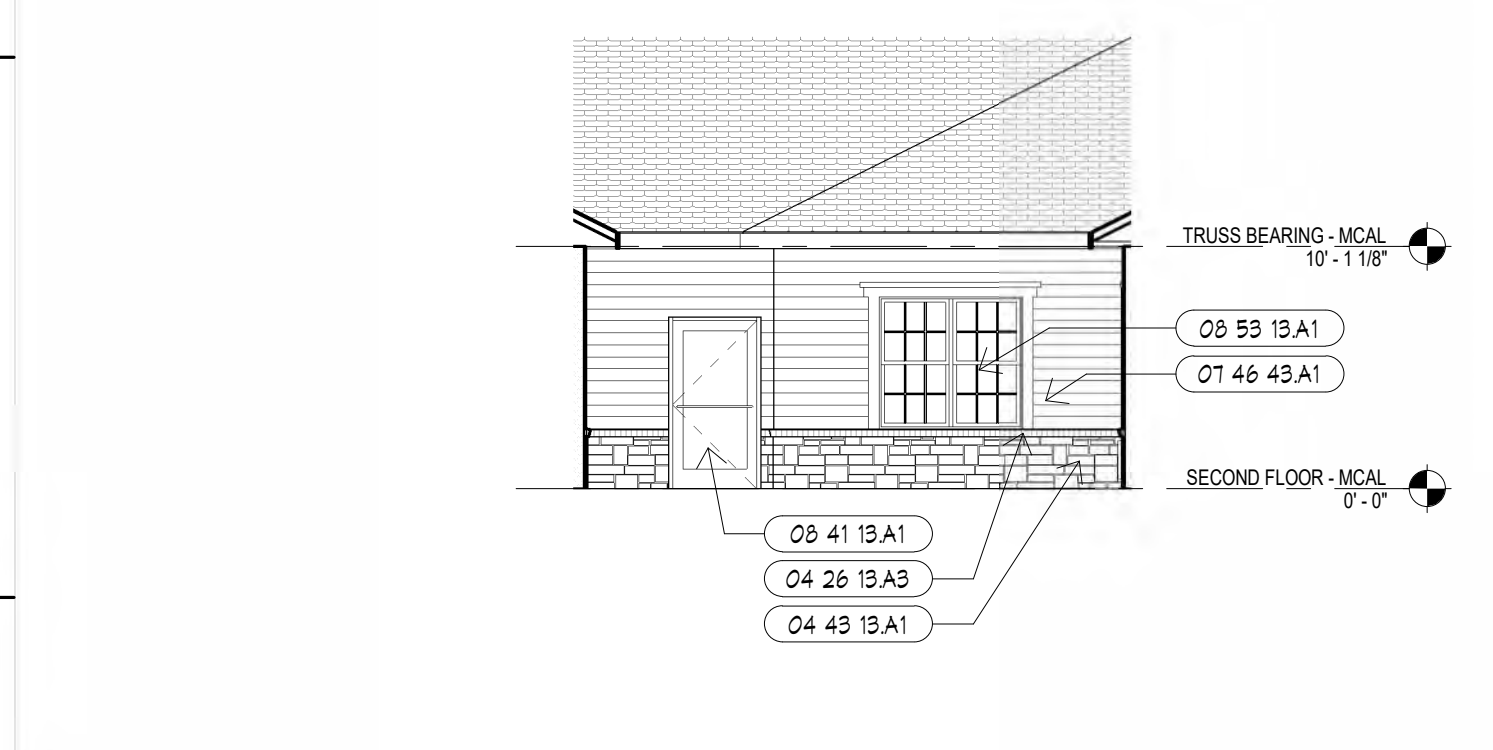
**H9** MC - SOUTH ELEVATION  
1/8" = 1'-0"



**E12** MC - EAST COURTYARD ELEVATION  
1/8" = 1'-0"



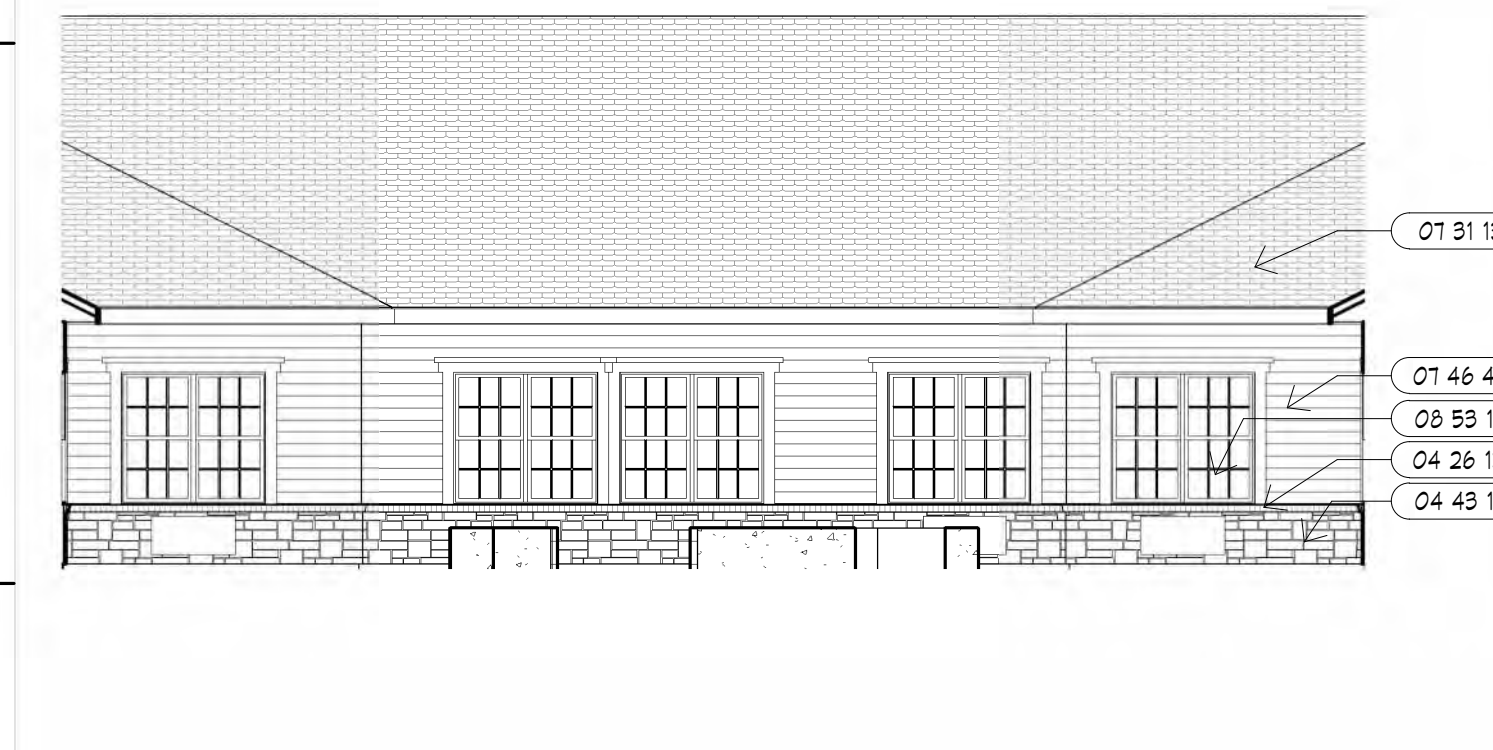
**E9** MC - EAST ELEVATION  
1/8" = 1'-0"



**C12** MC - NORTH COURTYARD ELEVATION  
1/8" = 1'-0"



**C9** MC - NORTH ELEVATION  
1/8" = 1'-0"



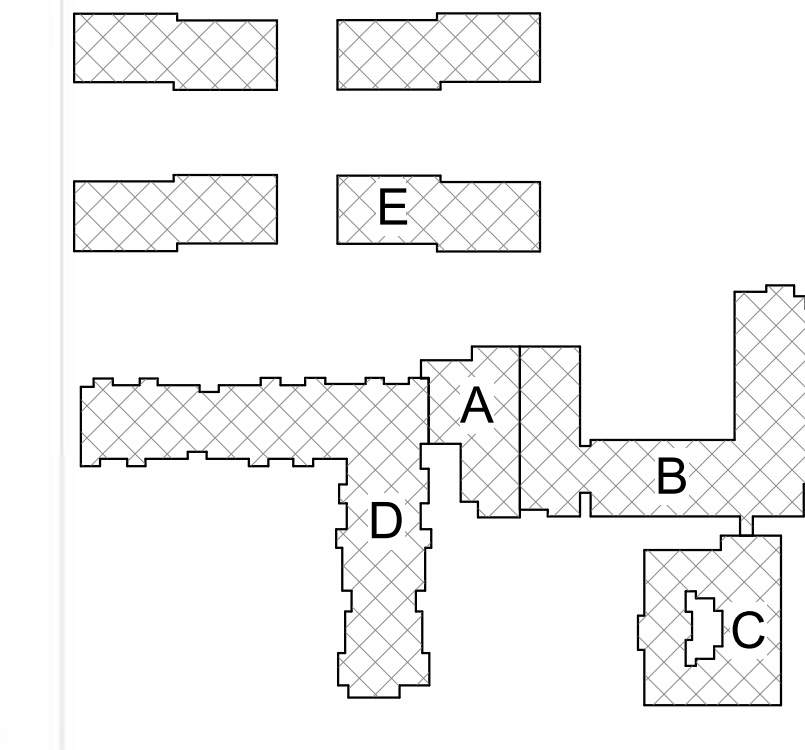
**A12** MC - WEST COURTYARD ELEVATION  
1/8" = 1'-0"



**A9** MC - WEST ELEVATION  
1/8" = 1'-0"

- ELEVATION GENERAL NOTES**
- ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES.
  - ALL SIGNAGE TO BE PERMITTED SEPARATELY.
  - ALL WORK TO MEET APPLICABLE BUILDINGS, PLUMBING, MECHANICAL, ELECTRICAL, ADA/HANDICAP ACCESSIBILITY, & LIFE SAFETY CODE REQUIREMENTS.
  - THE GENERAL CONTRACTOR, & ALL SUBCONTRACTORS, SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE CONTRACT PRIOR TO BIDDING. NO CHANGES IN THE PROJECT DOCUMENTS & CONDITIONS.
  - DO NOT SCALE DRAWINGS. FIELD VERIFY ALL CONDITIONS, DIMENSIONS, ELEVATIONS, ETC. PRIOR TO ORDERING, FABRICATION ETC.
  - NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & CONDITIONS.
  - REFERENCE ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, & PLUMBING PLANS FOR ADDITIONAL INFORMATION.
  - INSTALL COMPLETE SIDING SYSTEM ON SHEATHING & AIR/MOISTURE BARRIER. INSTALL SIDING TRIM, CAULK & FLASHING PER THE MANUFACTURER'S REQUIREMENTS.
  - THIN STONE VENEER TO BE INSTALLED PER MANUFACTURER'S REQUIREMENTS. MIN 2 LAYERS OF WEATHER RESISTANT BARRIER.
  - ALL WINDOW FRAMES, SILLS, DOOR FRAMES, DOOR SILLS, ALUM STOREFRONT SYSTEMS, LOWERS, EXTERIOR PENETRATIONS ETC. SHALL BE FULLY CAULKED AS REQUIRED FOR WATERPROOF PERFORMANCE. COLOR TO MATCH ADJACENT FINISH. UTILIZE CAULK TYPE RECOMMENDED BY MANUFACTURER FOR SPECIFIC JOINT MATERIAL & CONDITION.
  - ALL OPERABLE WINDOWS AT DWELLING UNITS TO HAVE OPENING CONTROL DEVICES.
  - DOWNSPUTS TO CONNECT TO UNDERGROUND COLLECTION SYSTEM. REFER TO CIVIL.
  - REFER TO SHEET A8.1 FOR WINDOW & DOOR TYPES.
  - REFER TO SHEET A8.1 FOR DOOR SCHEDULE.
  - MASONRY CONTROL JOINT LOCATIONS TO BE COORDINATED WITH ARCHITECT.
  - PROVIDE SHEET METAL OR FRP INSULATION PROTECTION AT EXTERIOR INSULATION AT GRADE. NUDO GROUND BREAKER OR EQUAL. COORDINATE WITH DETAILS. COLOR TO MATCH STONE & AS SELECTED BY ARCHITECT.
  - ALL FIBER CEMENT SIDING IS TO BE FIELD PAINTED. COLOR TO BE SELECTED BY OWNER/ARCHITECT.
  - ALL OUTSIDE CORNERS OF FIBER CEMENT SIDING IS TO RECEIVE 6" TRIM. INSIDE CORNERS TO RECEIVE 4".
  - ALL WINDOW TRIM AT SIDING TO BE MIN. 6". REFER TO DETAILS FOR BUILT UP SECTIONS.
  - ALL SIDING MATERIALS ARE TO EXTEND AROUND CORNERS.
  - ALL TRUSSES SHOWN IN SECTIONS ARE DIAGRAMATIC. TRUSS CONFIGURATION TO BE DETERMINED BY TRUSS MANUFACTURER. TRUSS MANUFACTURER TO PROVIDE CLEAR PATH FOR DUCTWORK WITH TRUSS SPACE. COORD. WITH MEP.
- CJ = CONTROL JOINT  
ER = EIFS REVEAL

- EXTERIOR FINISHES**
- ARCHITECTURAL THIN STONE VENEER. TYPE 1: REFER TO SPECIFICATIONS.
  - THIN BRICK: COLOR TO BE SELECTED FROM MANUFACTURERS FULL RANGE OF COLORS.
  - METAL SOFFIT PANELS: SOFFIT, MATRIX 12; MCELROY METAL OR EQUAL. COLOR TO BE SELECTED BY OWNER FROM MANUFACTURERS FULL RANGE OF COLORS.
  - ALUM STOREFRONT: ALL FRAMES & DOORS TO BE BRONZE. MAIN ENTRANCE TO MC, AL & EL TO HAVE ALUM. FRAME W/ WOOD GRAIN FRP DOORS. COLOR TO BE SELECTED BY ARCHITECT FROM FULL RANGE OF COLORS.
  - VINYL WINDOWS: WHITE.
  - RAILINGS AT ALL RESIDENT UNIT BALCONYS TO BE PREFINISHED ALUM. COLOR BLACK.
  - GUTTERS & DOWNSPOUTS: PREFINISHED ALUM. SELECTED FROM MANUF. FULL RANGE OF COLORS.
  - FIBER CEMENT SIDING:
    - FIBER CEMENT LAP: JAMES HARDIE, HARDIE PLANK SMOOTH LAP SIDING.
    - FIBER CEMENT VERTICAL: JAMES HARDIE SMOOTH PANEL, WITH SMOOTH BATTEN. BATTENS AT 12" O.C.
    - FIBER CEMENT SHINGLE: JAMES HARDIE, HARDIESHINGLE STAGGERED EDGE PANEL.
    - FIBER CEMENT TRIM: JAMES HARDIE, SMOOTH. ALL WINDOW & DOOR SURROUNDS TO BE 6" WIDE.



**KEY PLAN**

**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264

**BUILDING ELEVATIONS - MC**

ISSUE DATE:  
8/4/2023

REVISIONS:

No.	Description	Date
-----	-------------	------

PROJECT NO.: 2106

**MCAL A2.1**

C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING.dtruskey\61P6R.rvt  
8/3/2023 4:24:44 PM



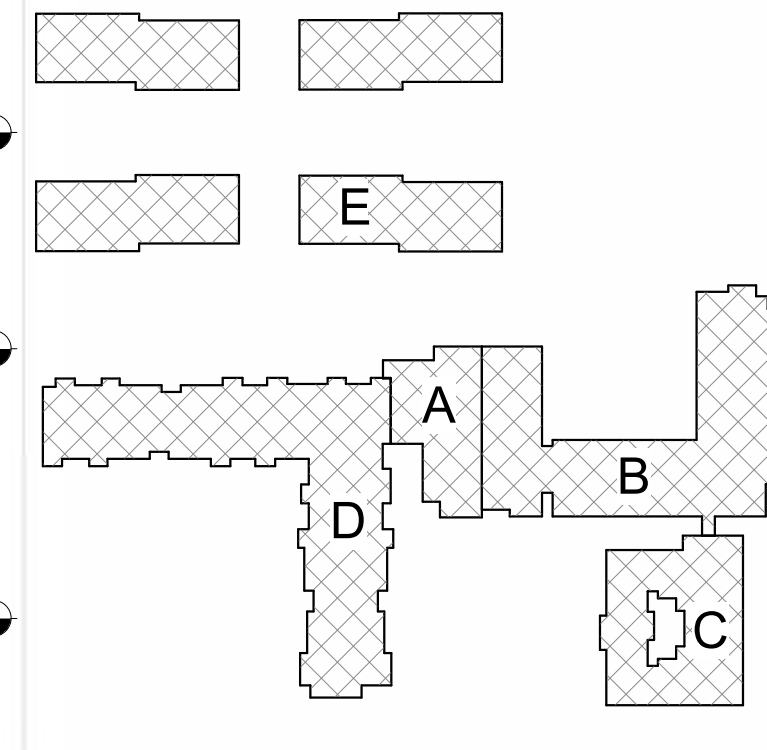


**KEYNOTES**

NUMBER	DESCRIPTION
04 26 19A1	THIN BRICK VENEER - RUNNING BOND 04 26 19
04 26 19A3	THIN BRICK VENEER - ROPLOCK 04 26 19
04 43 19A1	MANUFACTURED STONE VENEER TYPE 1 04 43 19
07 31 19A1	ARCHITECTURAL ASPHALT SHINGLE 07 31 19
07 46 43A1	FIBER CEMENT BOARD SIDING - HORIZONTAL LAP 07 46 43
07 46 43A3	FIBER CEMENT BOARD TRIM 07 46 43
07 46 43A4	FIBER CEMENT BOARD SIDING - VERTICAL BOARD 07 46 43
08 41 19A1	ALUMINUM STOREFRONT DOOR 4 FRAME RE: SCHED. 08 41 19
08 53 19A1	PRE-FINISHED VINYL WINDOW 08 53 19
08 53 00A1	MECHANICAL VENT. COLOR TO MATCH ADJACENT MATERIAL. RE: MEP

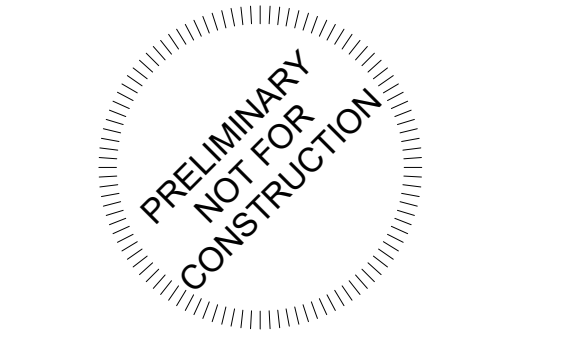
- ELEVATION GENERAL NOTES**
- ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES.
  - ALL SIGNAGE TO BE PERMITTED SEPARATELY.
  - ALL WORK TO MEET APPLICABLE BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, ADA/HANDICAP ACCESSIBILITY, & LIFE SAFETY CODE REQUIREMENTS.
  - THE GENERAL CONTRACTOR, & ALL SUBCONTRACTORS, SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE WORK PRIOR TO BIDDING. NO CHANGES IN THE CONTRACT WILL BE CONSIDERED FOR INFORMATION DISCREPANCIES FROM THE DRAWINGS.
  - DO NOT SCALE DRAWINGS. FIELD VERIFY ALL CONDITIONS, DIMENSIONS, ELEVATIONS, ETC. PRIOR TO ORDERING FABRICATION ETC.
  - NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & CONDITIONS.
  - REFERENCE ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL & PLUMBING PLANS FOR ADDITIONAL INFORMATION.
  - INSTALL COMPLETE SIDING SYSTEM ON SHEATHING & AIR-MOISTURE BARRIER. INSTALL SIDING TRIM, CAULK & FLASHING PER THE MANUFACTURERS REQUIREMENTS.
  - THIN STONE VENEER TO BE INSTALLED PER MANUFACTURER'S REQUIREMENTS WITH 2 LAYERS OF WEATHER RESISTANT BARRIER.
  - ALL WINDOW FRAMES, SILLS, DOOR FRAMES, DOOR SELLS, ALUM STOREFRONT SYSTEMS, LOUVERS, EXTERIOR PENETRATIONS ETC. SHALL BE FULLY CAULKED AS REQUIRED FOR WATERPROOF PERFORMANCE. COLOR TO MATCH ADJACENT FINISH. UTILIZE CAULK TYPE RECOMMENDED BY MANUFACTURER FOR SPECIFIC JOINT MATERIAL & CONDITION.
  - ALL OPERABLE WINDOWS AT DWELLING UNITS TO HAVE OPENING CONTROL DEVICES.
  - DOWNSPUTS TO CONNECT TO UNDERGROUND COLLECTION SYSTEM. REFER TO CIVIL.
  - REFER TO SHEET AB.1 FOR WINDOW & DOOR TYPES.
  - REFER TO SHEET AB.1 FOR DOOR SCHEDULE.
  - MASONRY CONTROL JOINT LOCATIONS TO BE COORDINATED WITH ARCHITECT.
  - PROVIDE SHEET METAL OR FRP INSULATION PROTECTION AT EXTERIOR INSULATION AT GRADE. NUDO GROUND BREAKER OR EQUAL. COORDINATE WITH DETAILS. COLOR TO MATCH STONE & AS SELECTED BY ARCHITECT.
  - ALL FIBER CEMENT SIDING IS TO BE FIELD PAINTED. COLOR TO BE SELECTED BY OWNER/ARCHITECT.
  - ALL OUTSIDE CORNERS OF FIBER CEMENT SIDING IS TO RECEIVE 6" TRIM. INSIDE CORNERS TO RECEIVE 4".
  - ALL WINDOW TRIM AT SIDING TO BE MIN. 6". REFER TO DETAILS FOR BUILT UP SECTIONS.
  - ALL SIDING MATERIALS ARE TO EXTEND AROUND CORNERS.
  - ALL TRUSSES SHOWN IN SECTIONS ARE DIAGRAMATIC. TRUSS CONFIGURATION TO BE DETERMINED BY TRUSS MANUFACTURER. TRUSS MANUFACTURER TO PROVIDE CLEAR PATH FOR DUCTWORK WITH TRUSS SPACE. COORD. WITH MEP.
- CJ + CONTROL JOINT  
ER + EIFS REVEAL

- EXTERIOR FINISHES**
- ARCHITECTURAL THIN STONE VENEER TYPE 1 REFER TO SPECIFICATIONS.
  - THIN BRICK: COLOR TO BE SELECTED FROM MANUFACTURERS FULL RANGE OF COLORS.
  - METAL SOFFIT PANELS:  
SOFFIT MATRIX 12"  
MCELROY METAL OR EQUAL. COLOR TO BE SELECTED BY OWNER FROM MANUFACTURERS FULL RANGE OF COLORS.
  - ALUM STOREFRONT: ALL FRAMES & DOORS TO BE BRONZE  
MAIN ENTRANCE TO MC AL & IL TO HAVE ALUM. FRAME  
W/ WOOD GRAIN FRP DOORS. COLOR TO BE SELECTED BY ARCHITECT FROM FULL RANGE OF COLORS.
  - VINYL WINDOWS: WHITE
  - RAILINGS AT ALL RESIDENT UNIT BALCONYS TO BE PRE-FINISHED ALUM. COLOR BLACK.
  - GUTTERS & DOWNSPOUTS: PRE-FINISHED ALUM. SELECTED FROM MANUF. FULL RANGE OF COLORS.
  - FIBER CEMENT SIDING:  
1. FIBER CEMENT LAP: JAMES HARDIE, HARDIE PLANK SMOOTH LAP SIDING.  
2. FIBER CEMENT VERTICAL: JAMES HARDIE SMOOTH PANEL, WITH SMOOTH BATTEN. BATTENS AT 12" O.C.  
3. FIBER CEMENT SHINGLE: JAMES HARDIE, HARDIESHINGLE STAGGERED EDGE PANEL.  
4. FIBER CEMENT TRIM: JAMES HARDIE, SMOOTH. ALL WINDOW & DOOR SURROUNDS TO BE 6" WIDE.



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEWAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**BUILDING ELEVATIONS - AL**

ISSUE DATE:  
8/4/2023

REVISIONS:

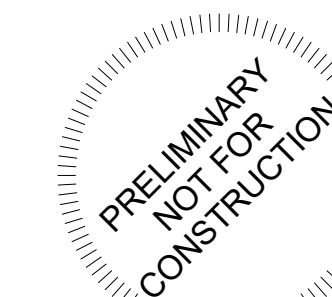
No.	Description	Date
-----	-------------	------

PROJECT NO.: 2106

**MCAL A2.2**

C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING.dtruskey\6\FR.rvt  
8/3/2023 4:27:36 PM





**KEYNOTES**

NUMBER	DESCRIPTION

**ENLARGED PLAN & ELEVATION NOTES**

NOT ALL NOTES MAY BE USED ON THIS SHEET.

- PLAN KEYNOTE SYMBOL.
- REFER TO FOOD SERVICE DRAWINGS FOR EQUIPMENT.
- PARTIAL HEIGHT WALL WITH WOOD CAP. REFER TO ELEVATIONS.
- ONE PIECE MOLDED SHOWER UNIT WITH HORIZ. & VERT GRAB BAR, CURTAIN ROD, COLLAPSIBLE THRESHOLD & SEAT. COORD. ROUGH OPENING WITH MANUFACTURER. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.
- ONE PIECE MOLDED SHOWER UNIT W/ HORIZ & VERT GRAB BAR, CURTAIN ROD & COLLAPSIBLE THRESHOLD. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.
- GYPSUM BOARD AS PART OF FIRE RATED WALL ASSEMBLY TO BE INSTALLED PRIOR TO SETTING OF SHOWER UNIT. LAMINATE ADDITIONAL GYPSUM BOARD ABOVE WALL FIN.
- ELECTRONIC MEMORY FRAME. PROVIDE RECESSED RECEPTACLE COORD W/ MEP & LOW VOLTAGE DOCUMENTS.
- SHOWER CONTROL AREA & HAND HELD ADA SHOWER. RE: PLUMBING.
- PL LAM TOP W/ 4" 2" DIA. METAL LEGS.
- RECEPTACLE AT END OF CABINET. RE: MEP.
- CABINET 24" DEEP.
- FURRED OUT WALL. 2X FRAMING W/ 5/8" GYPSUM BOARD ON ONE FACE. FURRING TO BE INSTALLED OVER GYPSUM BOARD OF ADJACENT FIRE RATED WALL ASSEMBLY.
- SHOWER CONTROL LOCATION.
- ROLL IN ACCESSIBLE SHOWER W/ HORIZ. & VERT GRAB BARS, ADJUSTABLE SHOWER HEAD, COLLAPSIBLE THRESHOLD & CURTAIN ROD.
- WALLS INDICATED ARE TO RECEIVE WOOD TRIM MAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
- ALIGN FRAMING @ EXT. WALL. PROVIDE INT. FINISH MATERIALS AS ADJACENT INT. WALLS.
- REMOVABLE FRONT. EXTEND FLOORING UNDER CABINET.

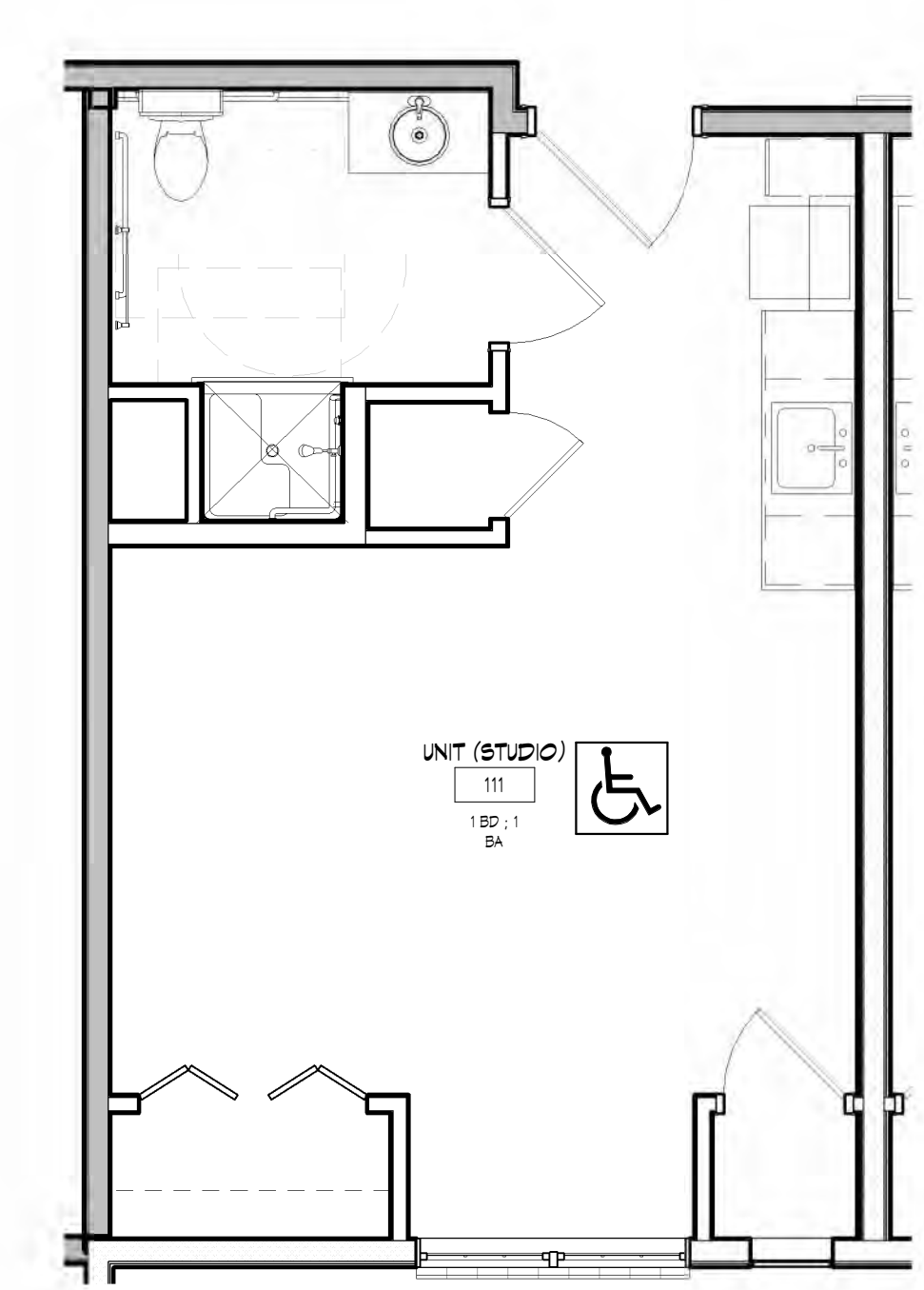
**GENERAL NOTES**

- COORDINATE CABINETS INSTALLATION AS REQUIRED PRIOR TO FABRICATION. CONSTRUCT WALLS W/ ROUGH OPENINGS AS NEEDED FOR SIZES OF CABINETS INDICATED. INSTALL MATCHING WOOD SCRIBE AT ALL CABINET BACK, WALL JOINTS. REFER TO MATERIAL SCHEDULE & SPEC. SECTION 129930.
- INTERIOR ELEVATION DIMENSIONS ARE FROM FACE OF FINISH.
- PRIOR TO FABRICATION OF CASEWORK, CONTRACTOR SHALL FIELD VERIFY ACTUAL FINISHED WALL DIMENSIONS.
- PROVIDE FINISHED SURFACES ON CABINETS & COUNTERTOPS WHERE EXPOSED TO VIEW.
- UTILIZE 5/8" FIRE RATED MOISTURE / MOLD RESISTANT G.B. ON WALLS OF KITCHEN, BATHROOMS, & SPA.
- UTILIZE 2X WOOD BLOCKING AS REQUIRED FOR INSTALLATION OF CABINETS, ACCESSORIES, ETC. ALL COLORS, FINISHES, ETC. TO BE COORDINATED WITH THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
- CAULK ALL COUNTERTOP & BACKSPLASH / G.B. WALL JOINTS. CAULK TO BE CLEAR.
- INSTALL FLOORING PRIOR TO CABINETS.
- ALL SINKS TO BE SET IN BED OF SEALANT.
- INSTALL ONE PIECE SHOWER BASE AFTER FIRE RATED WALL GYPSUM BOARD (G.B.) IS INSTALLED. INSTALL ONE ADDITIONAL LAYER OF G.B. FLUSH W/ ADJACENT WALL (ADJUST STUD DEPTH AS NEEDED), ON FIRE RATED WALL TO COVER SHOWER NAILING FINIS. TYPICAL ALL SIMILAR LOCATIONS.
- GYPCRETE FLOOR SYSTEM TO EXTEND UNDER ALL SHOWER BASES.
- PROVIDE COLLAPSIBLE THRESHOLD AT ALL SHOWERS.
- SHOWER GRAB BARS TO BE 10" VERT. & HORIZ. BAR ALONG THE CONTROL WALL & MIN 18" FROM THE CONTROL WALL.
- PROVIDE SOLID BLOCKING AT ALL SIDES OF SHOWERS FOR SCHEDULED & FUTURE GRAB BARS SEAT LOCATIONS.
- REFER TO 3D SHEETS FOR FINISH MATERIAL INFORMATION.
- ALL MIRRORS TO BE FULL WIDTH OF VANITY. ALL MIRRORS TO USE CLIPS FOR INSTALLATION.
- FINISH DESIGNATION.
- REFERENCE INTERIOR DESIGN DRAWINGS FOR TILE PATTERN.
- ⊕ DENOTES LOCK @ CABINET.

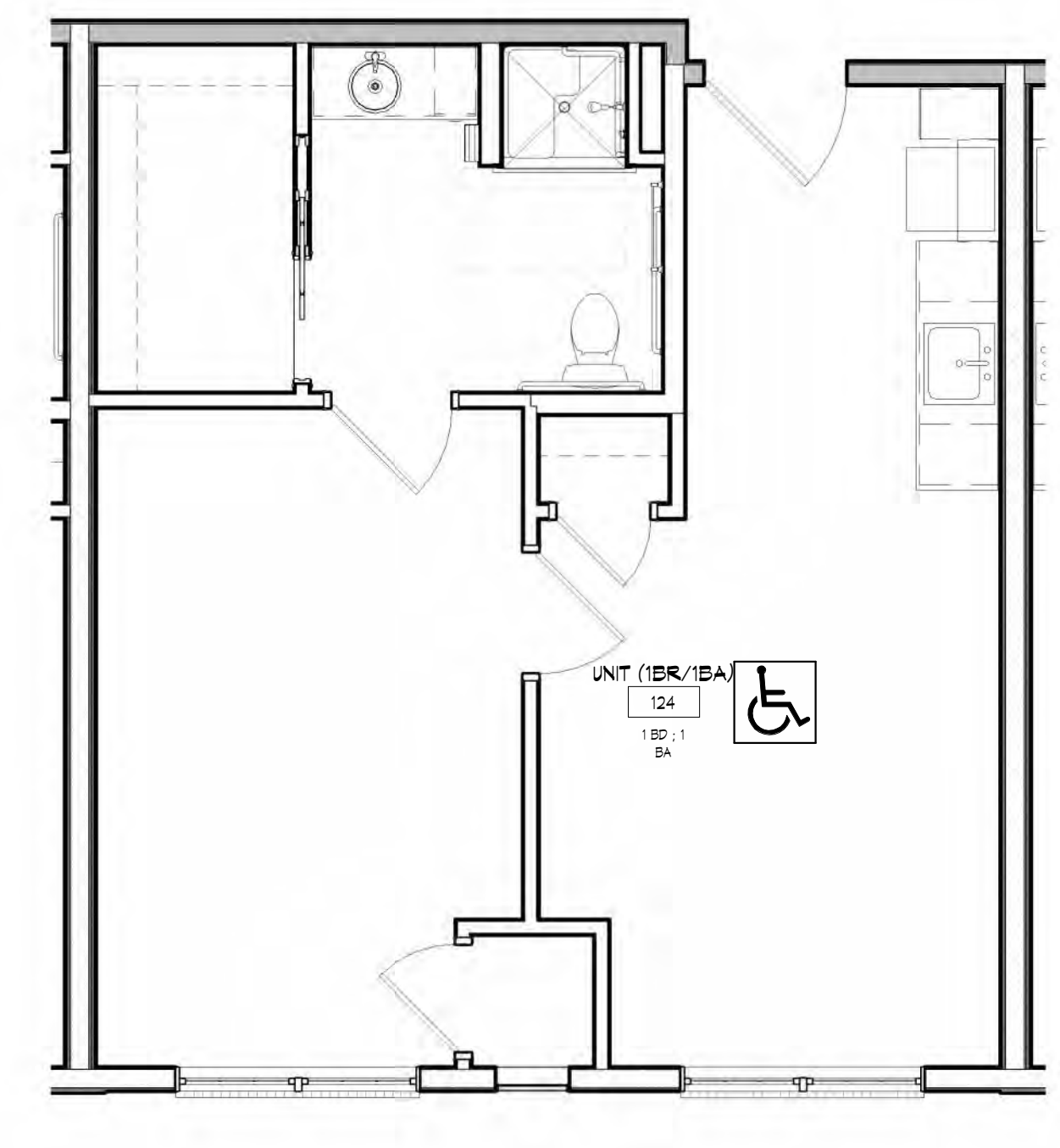
**TOILET ACCESSORIES LEGEND**

NOTE: CONTRACTOR SHALL INSTALL ALL REQUIRED LOCKING FOR A PROPER INSTALLATION OF TOILET ACCESSORIES. REFER TO SPEC. SECTION 102800 FOR ADDITIONAL INFORMATION.

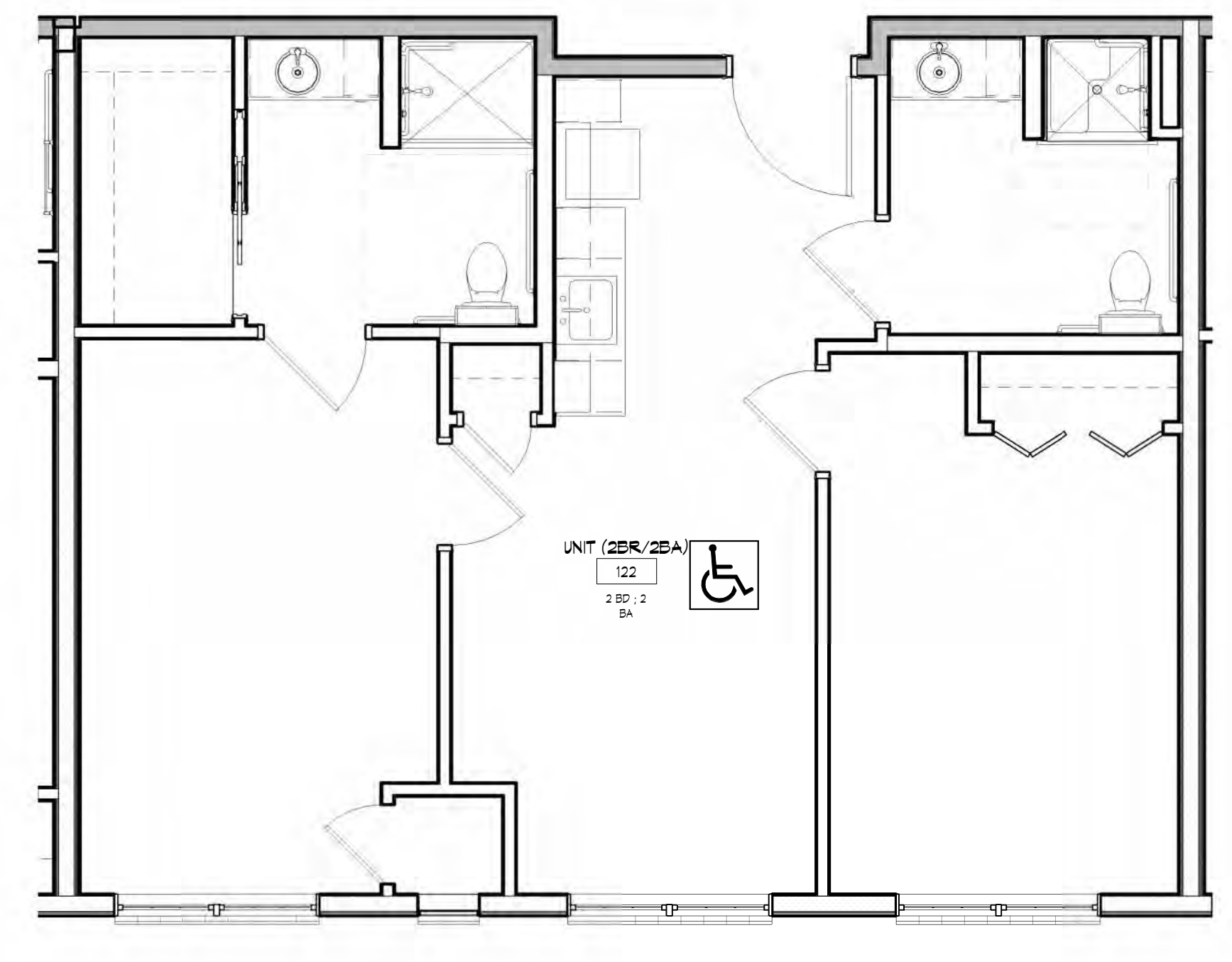
- |       |                              |
|-------|------------------------------|
| ⊕     | ACCESSORY NOTE SYMBOL        |
| TA-1  | TOILET PAPER HOLDER          |
| TA-2  | PAPER TOWEL HOLDER           |
| TA-3  | 36" GRAB BAR                 |
| TA-4  | 42" GRAB BAR                 |
| TA-5  | 18" VERTICAL GRAB BAR        |
| TA-6  | MIRROR                       |
| TA-7  | ROBE HOOK                    |
| TA-8  | TOWEL RING                   |
| TA-9  | MEDICINE CABINET             |
| TA-10 | 24" TOWEL BAR                |
| TA-11 | SOAP DISPENSER (BY OWNER)    |
| TA-12 | MIRROR (BY OWNER)            |
| TA-13 | PAPER TOWEL DISPENSER (OFCZ) |



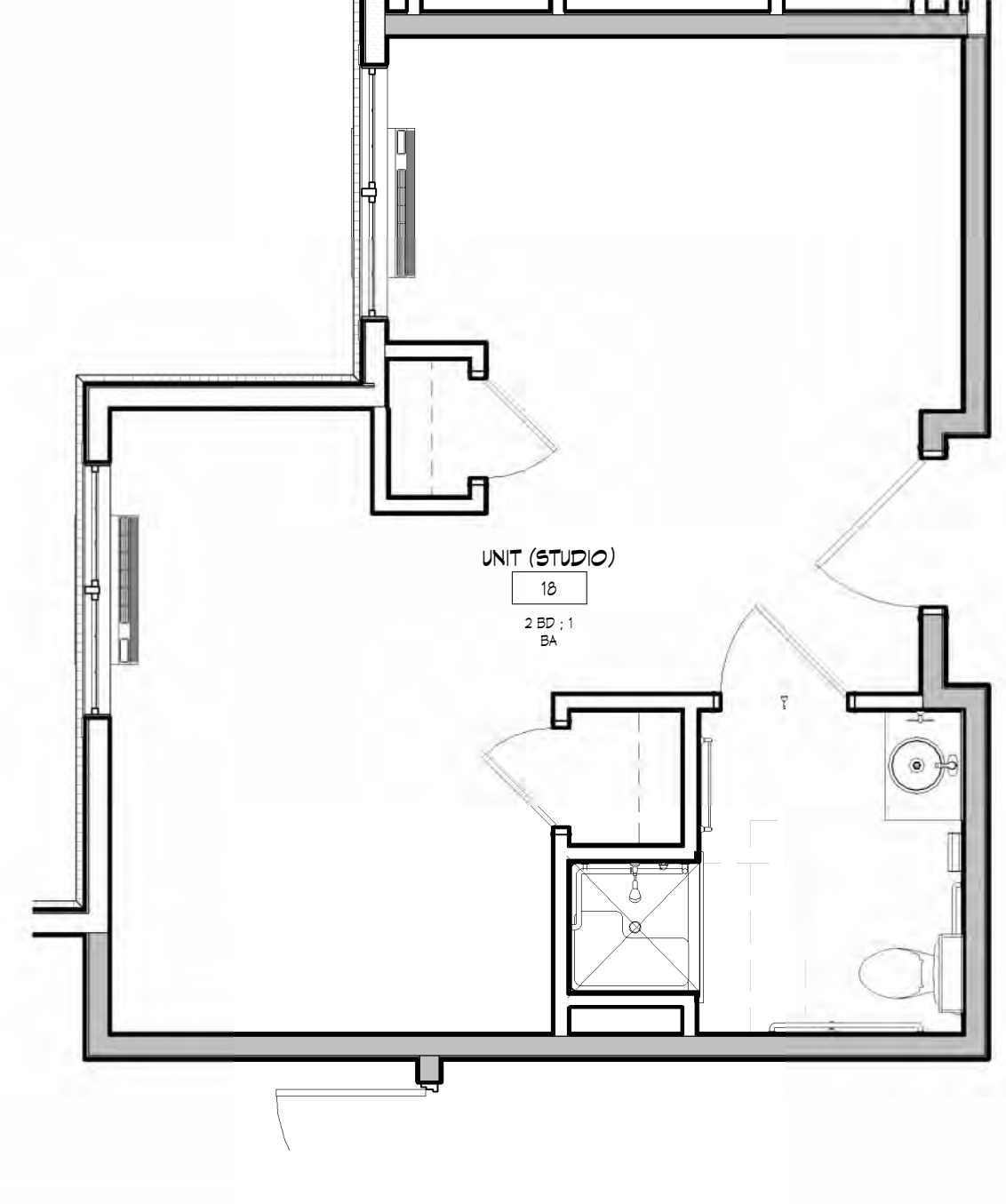
**G12** AL UNIT TYPE F.2 - STUDIO (ACCESSIBLE)  
1/4" = 1'-0"



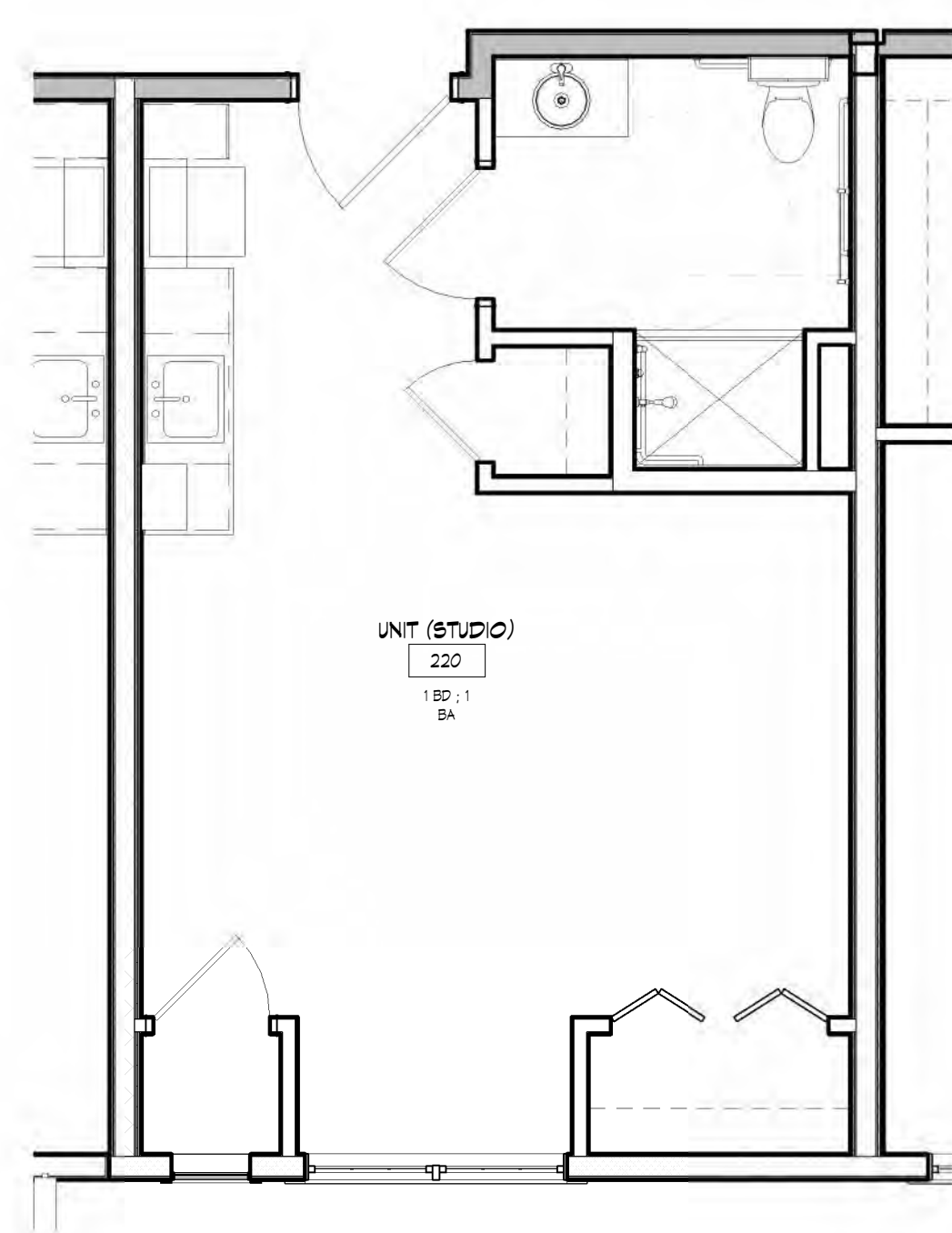
**G9** AL UNIT TYPE F - 1 BDRM (ACCESSIBLE)  
1/4" = 1'-0"



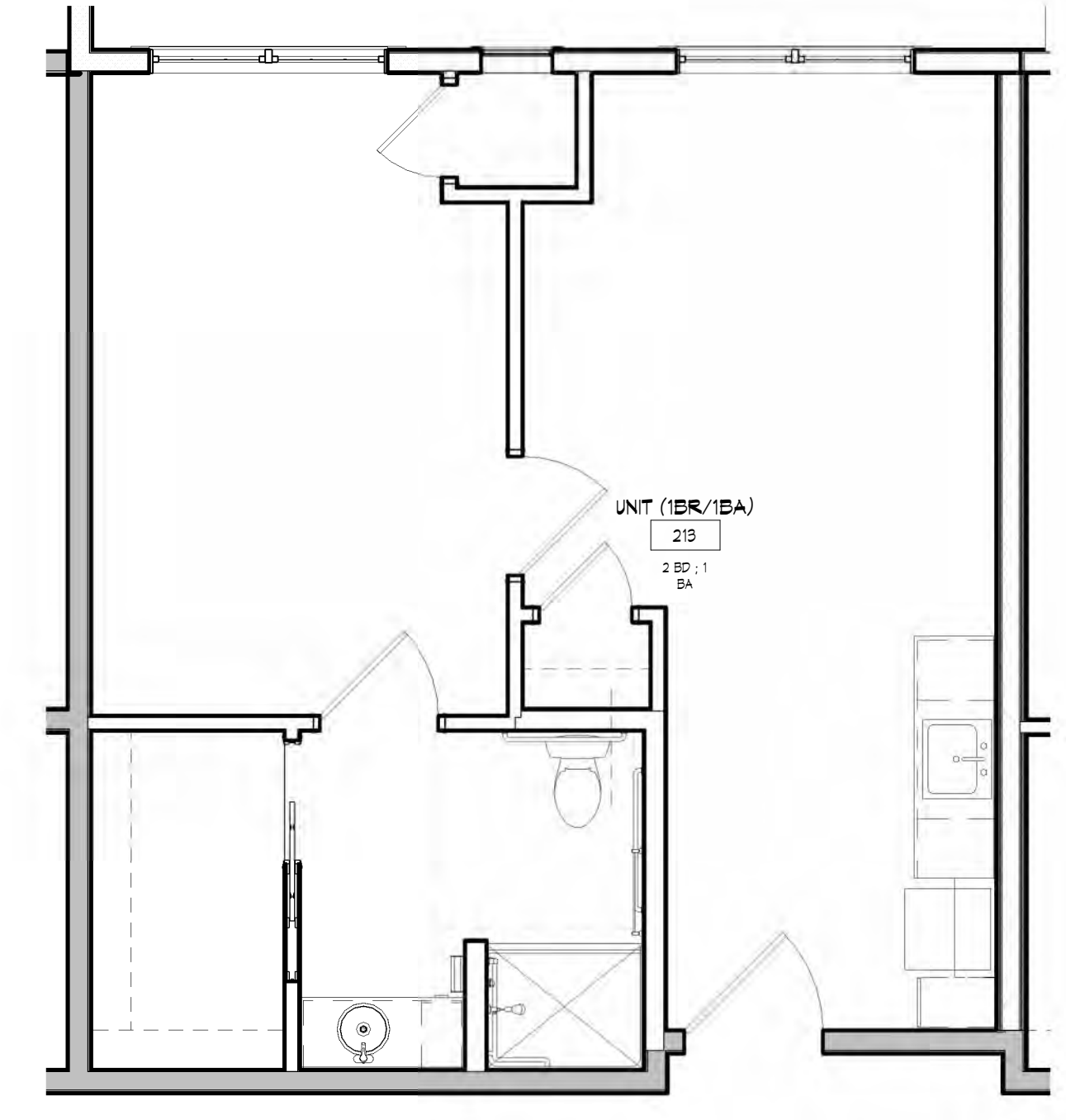
**G6** AL UNIT TYPE K - 2 BDRM (ACCESSIBLE)  
1/4" = 1'-0"



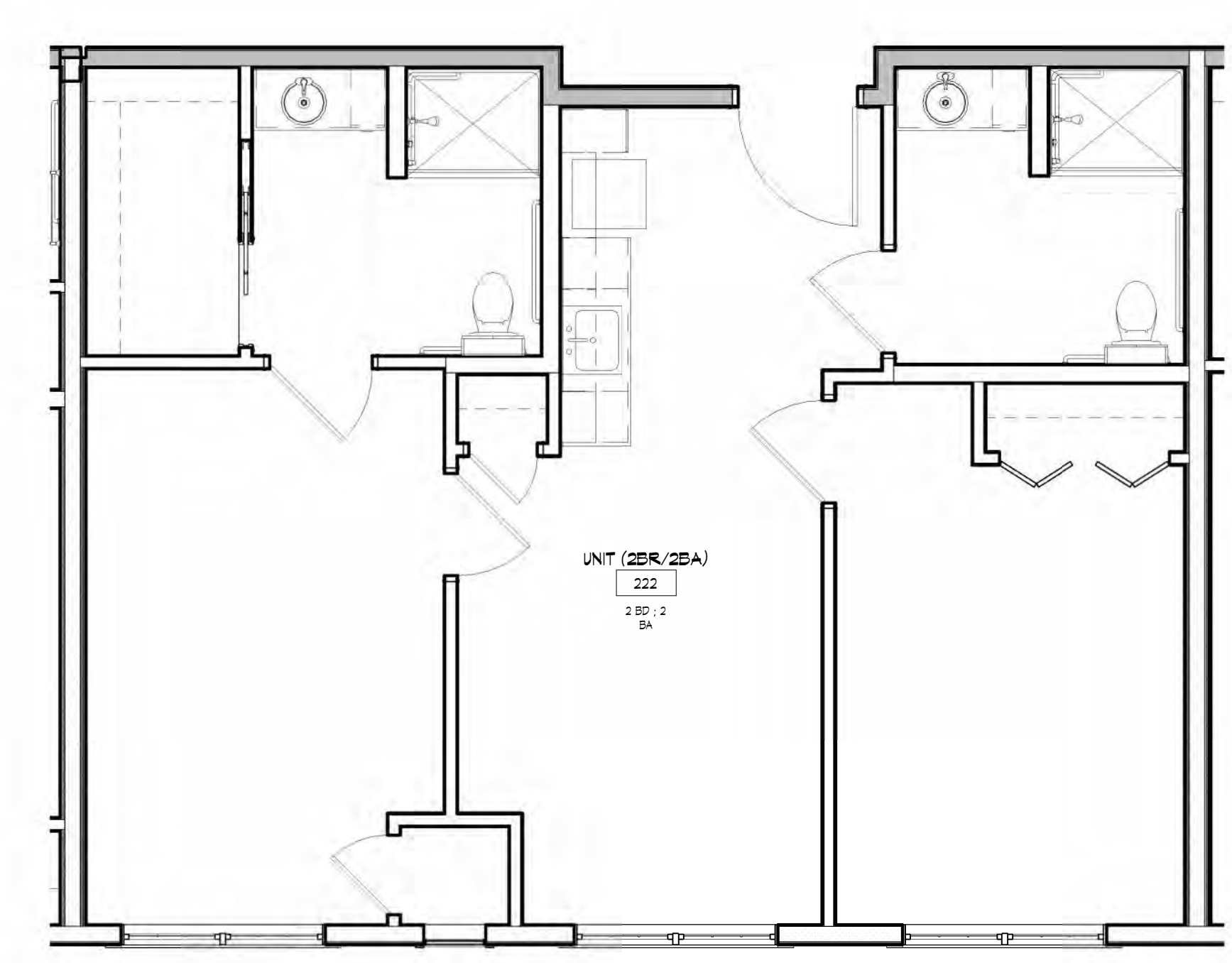
**G3** MC UNIT TYPE D - SHARED  
1/4" = 1'-0"



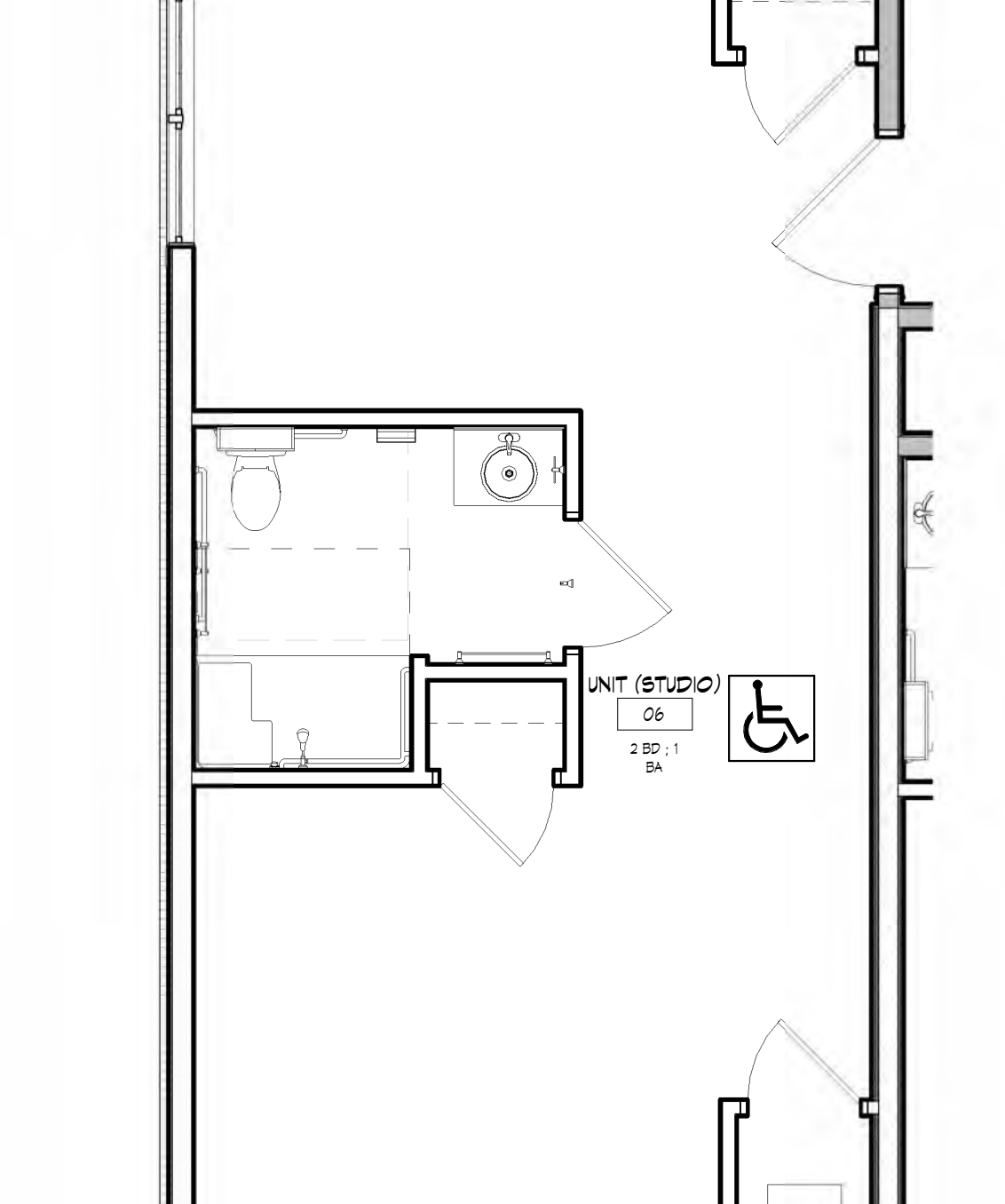
**D12** AL UNIT TYPE F.2 - STUDIO  
1/4" = 1'-0"



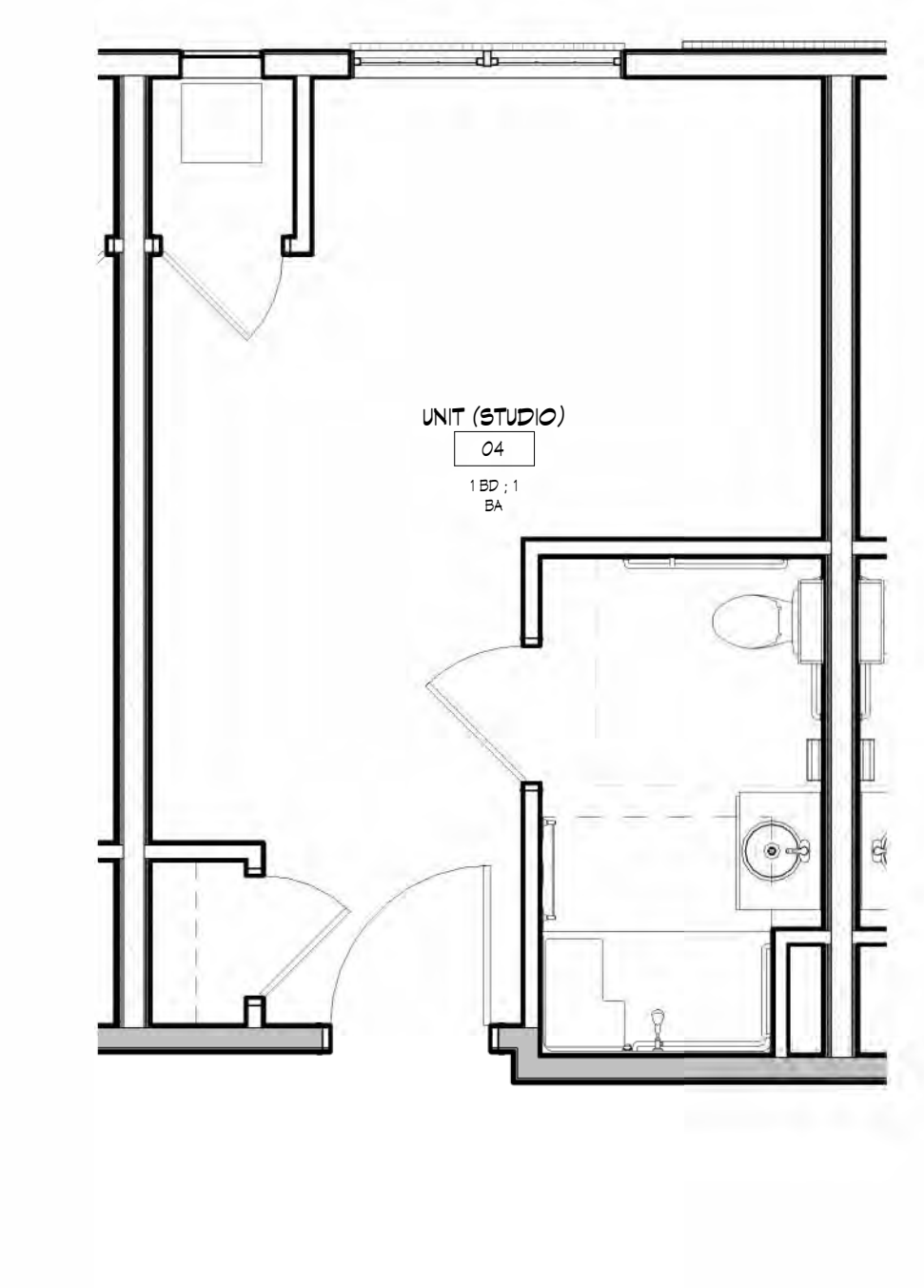
**D9** AL UNIT TYPE F - 1 BDRM  
1/4" = 1'-0"



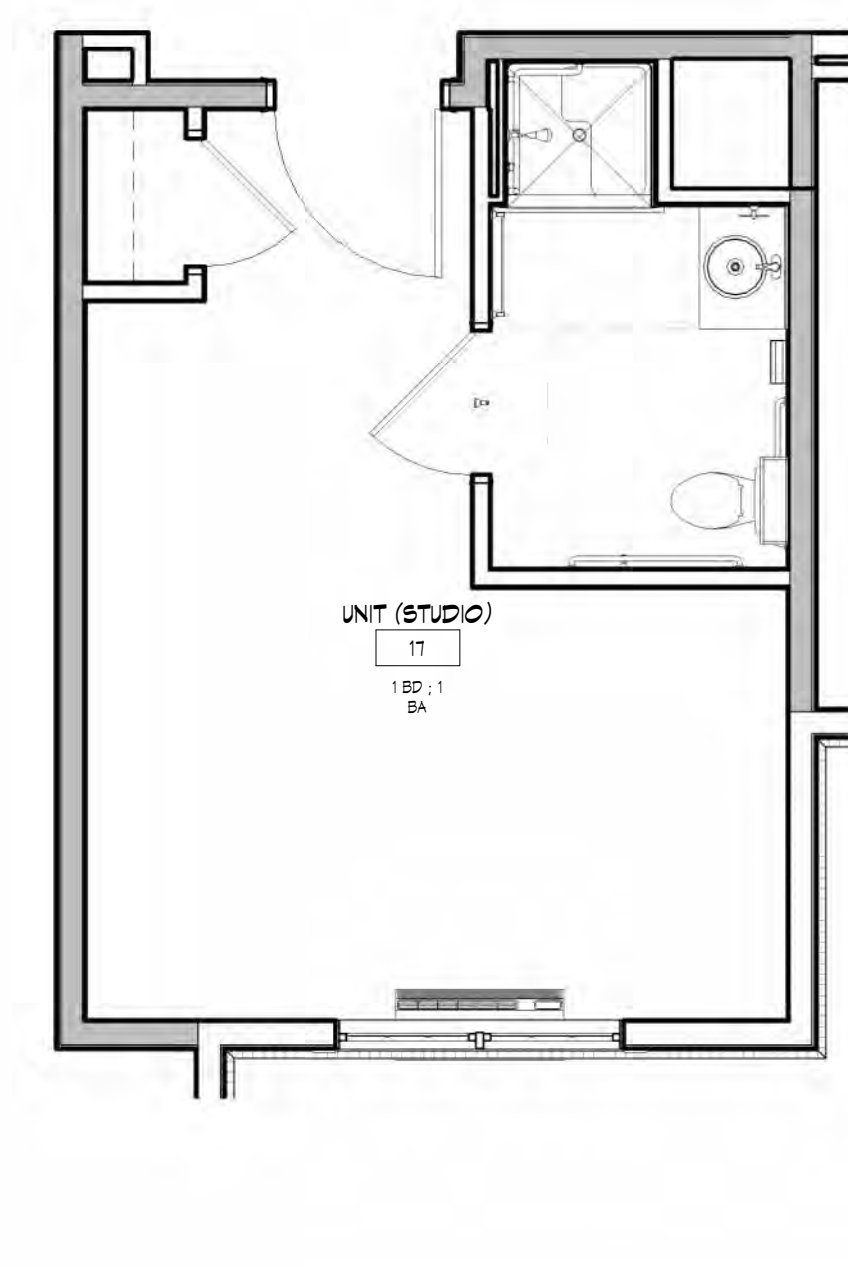
**D6** AL UNIT TYPE J - 2 BDRM  
1/4" = 1'-0"



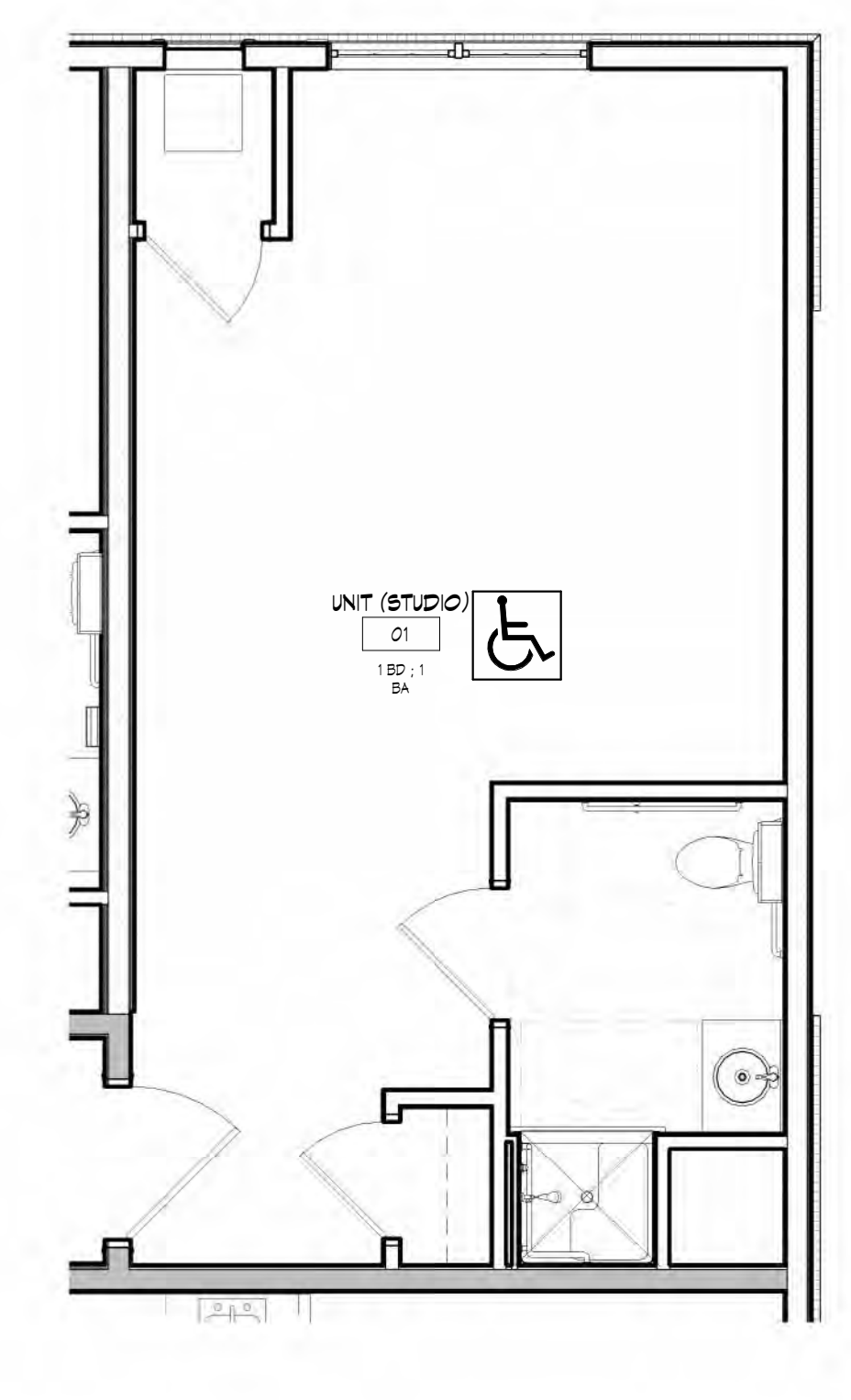
**D3** MC UNIT TYPE E - SHARED (ACCESSIBLE)  
1/4" = 1'-0"



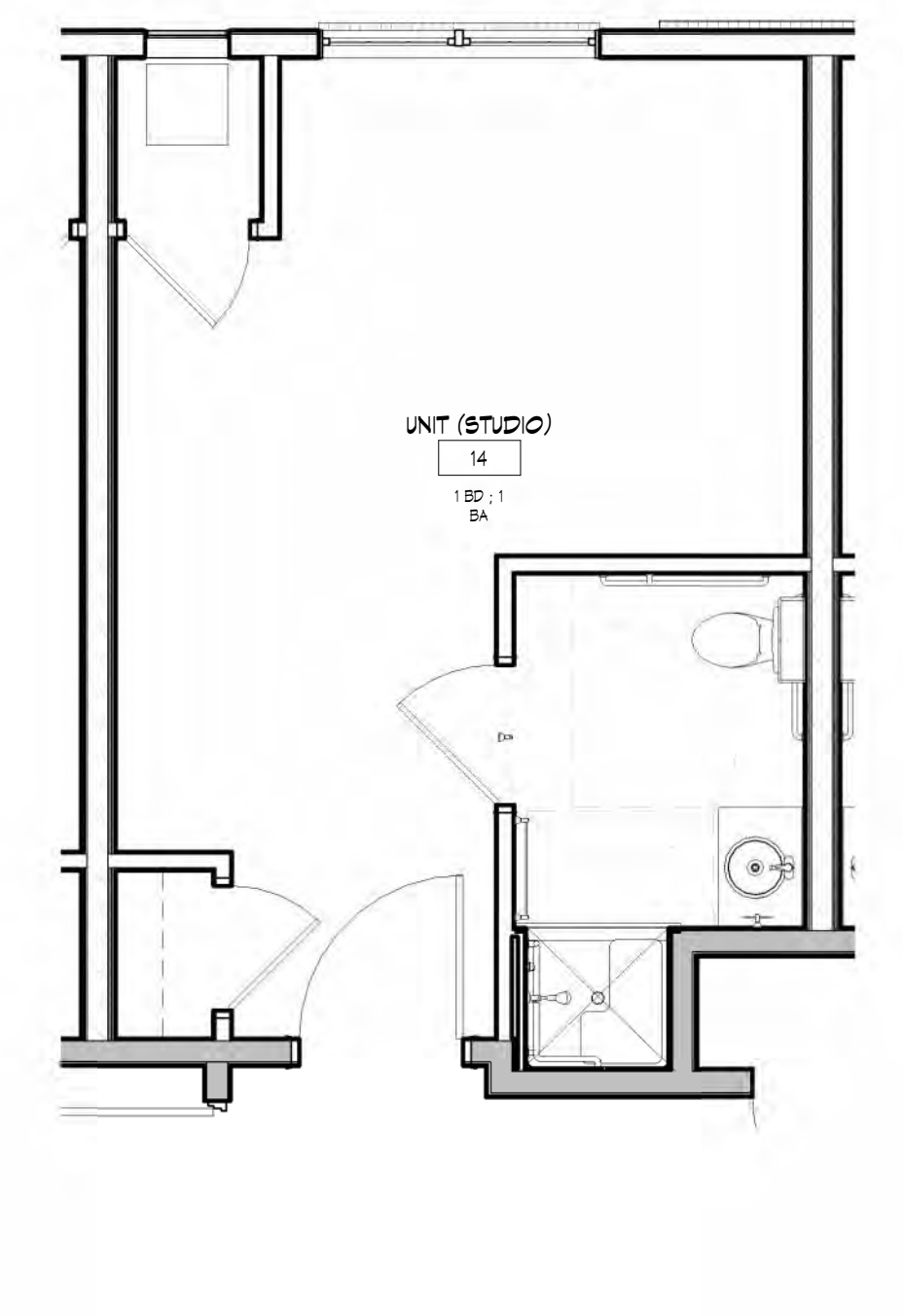
**A12** MC UNIT TYPE A.1  
1/4" = 1'-0"



**A9** MC UNIT TYPE C - STUDIO  
1/4" = 1'-0"



**A6** MC UNIT TYPE B - STUDIO (ACCESSIBLE)  
1/4" = 1'-0"



**A3** MC UNIT TYPE A - STUDIO  
1/4" = 1'-0"

C:\Users\dtrinke\Documents\ORD-ARNOLD - 01 SENIOR LIVING.dtrinke\61P616.rvt  
8/3/2023 4:27:46 PM



## Black, Christina

---

**From:** Hagan, Cody  
**Sent:** Friday, January 26, 2024 2:33 PM  
**To:** East, David; DHSS, ECU  
**Subject:** Architectural Plans for CON Application #6085RS

Mr. East,

Please see the below dropbox link containing the architectural package for a proposed ALF in Arnold, MO. Let me know if you have any questions or difficulties accessing the documents.

<https://www.dropbox.com/scl/fi/838yox5kzrz0njmxb7ko/DHSS-Submittal-of-Architectural-Plans.pdf?rlkey=fbpjylk3iaeymqy62ucjenlf&dl=0>

All the best,  
-Cody



Cody S. Hagan  
816.285.3055 phone  
816.256.5958 fax  
chagan@gravesgarrett.com

January 26, 2024

**Via Electronic Mail**

David East  
Carrie Brixey  
Department of Health and Senior Services  
Division of Regulations and Licensure Section for Hospital Regulation  
PO Box 570  
Jefferson City, MO 65102  
David.East@health.mo.gov  
ECU@health.mo.gov

**Re: Architectural plans for CON application #6085RS, Arnold Senior Living**

Dear Mr. East and Ms. Brixey:

Please find enclosed the CON architectural submittal package for Arnold Senior Living, LLC's proposed assisted living facility to be located at approximately 38.418639, -90.421996, Arnold, MO 63010. These plans closely mirror those previously submitted for Project #6047RS on August 16, 2023. Due to factors unrelated to the architectural designs, the LOI for Project #6047RS was withdrawn.

The currently proposed facility will house 78 beds in 48 assisted living and 18 memory care units. The full application for CON will be submitted on February 23, 2024, to be heard at the May 6, 2024, Committee meeting.

Please let me know if you need any further information.

Sincerely,

A handwritten signature in blue ink that reads 'Cody Hagan'.

Cody S. Hagan

Enclosures





# CERTIFICATE OF NEED ARNOLD SENIOR LIVING

NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010



STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698 F 816.532.1978

## SHEET LIST - CERTIFICATE OF NEED

SP1.1	SITE PLAN
SP1.2	SITE DETAILS
MGAL A1.1	MGAL OVERALL PLAN - SECOND FLOOR
MGAL A1.2	FIRST FLOOR PLAN - ASSISTED LIVING
MGAL A1.3	SECOND FLOOR PLAN - MEMORY CARE
MGAL A1.4	SECOND FLOOR PLAN - ASSISTED LIVING
MGAL A2.1	BUILDING ELEVATIONS - MC
MGAL A2.2	BUILDING ELEVATIONS - AL
MGAL A4.1	ENLARGED PLANS - MGAL UNIT TYPES

## PROJECT TEAM

ARCHITECT  
STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS RD, SUITE 228  
KANSAS CITY, MISSOURI 64112  
816 531 1698

### OWNER

O'REILLY DEVELOPMENT CO.  
5091 S. NATIONAL AVENUE 4-100  
SPRINGFIELD, MO 65810  
417.843.8006

### MANAGEMENT COMPANY

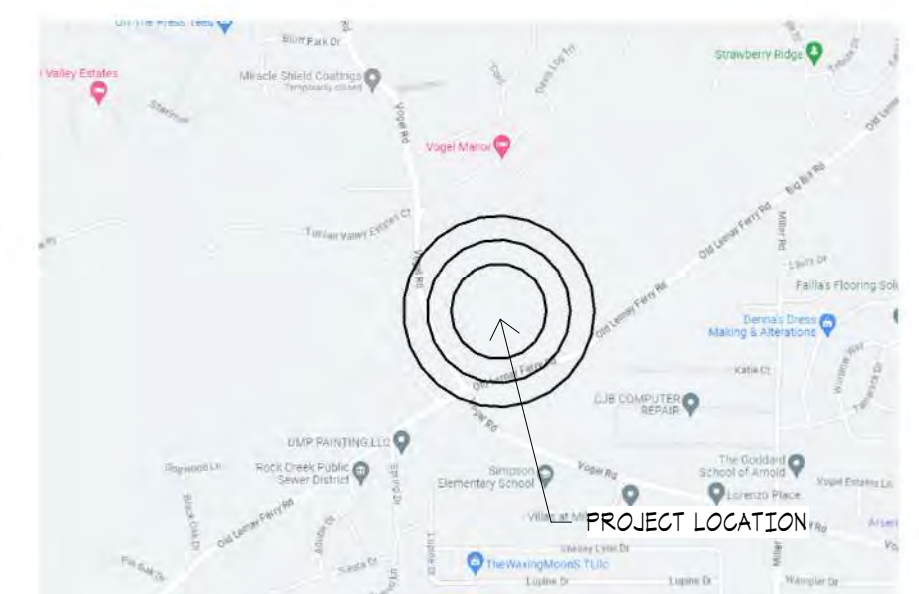
ARROW SENIOR LIVING  
3933-N RUE ROYALE  
ST. CHARLES, MO 63301  
636.724.1766

## GENERAL PROJECT NOTES

- ALL WORK TO MEET ALL APPLICABLE BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, ADA / ACCESSIBILITY & LIFE SAFETY CODES & REQUIREMENTS.
- THE GENERAL CONTRACTOR & ALL SUBCONTRACTORS SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL EX. BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE WORK PRIOR TO BIDDING. NO CHANGES IN THE CONTRACT WILL BE CONSIDERED FOR INFORMATION DISSEMINABLE FROM THE EX. CONDITIONS OR THE DRAWINGS.
- DO NOT SCALE DRAWINGS. FIELD VERIFY ALL EX. CONDITIONS, DIMENSIONS & ELEVATIONS PRIOR TO ORDERING, FABRICATION, ETC.
- NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS PRIOR TO BID. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & EX. CONDITIONS.
- ALL WORK TO BE PERFORMED IN A FIRST CLASS, PROFESSIONAL, CODE COMPLIANT MANNER.
- REFERENCE ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING & ELECTRICAL PLANS FOR ADDITIONAL INFORMATION.
- INSTALL NON-EXPANDING SPRAY FOAM INSULATION AT WINDOW & EXTERIOR DOOR BLOCKINGS. SEAL ALL CRACKS, GAPS & HOLES (FLOOR / WALL JOINT, WALL TOP PLATE, ELEC. OUTLET BOXES, MEP PENETRATING ITEMS, HVAC SUPPLY & RETURN BOOTS, ETC.) IN THE GYP. BD. BUILDING ENVELOPE (WALLS & CEILING) W/ CAULK OR EXPANDING FOAM.
- CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERPROOF, WATERPROOF, AIRTIGHT, ETC. PERFORMANCE.
- ALL COLORS ARE TO BE SELECTED FROM MANUFACTURERS FULL RANGE.
- REFER TO DOOR SCHEDULE FOR DOOR & HARDWARE REQUIREMENTS. THE HINGE SIDE PO THE DOOR JAMB SHALL BE AS FOLLOWS:
  - 4" IN RESIDENT UNITS AT FRESHING DOORS.
  - 6" IN COMMON AREA & RESIDENT UNIT ENTRY DOORS WHEN CASING 3" & OVER IS SCHEDULED.
- TERMITE TREATMENT SHALL BE INSTALLED PRIOR TO BUILDING SLAB INSTALLATION.
- INTERIOR TRIM: COORDINATE WITH ID DRAWINGS. LEAN RAIL: MC & AL - PROVIDE LEAN RAIL EA. SIDE OF CORRIDOR, IL - LEAN RAIL ON ONE SIDE, CHAIR RAIL THE OTHER.
- ALL ROOFTOP & GROUND MOUNTED EQUIPMENT ARE TO BE SCREENED FROM THE STREET.
- RESIDENT MONITORING SYSTEM SHALL BE PROVIDED BY THE OWNER. ALL ELECTRICAL REQUIREMENTS SHALL BE COORDINATED WITH THE VENDOR. RESIDENT MONITORING SYSTEM SHALL BE INSTALLED IN ALL MEMORY CARE & ASSISTED LIVING RESIDENT UNITS. RESIDENT MONITORING SYSTEM REQUIRES A DUPLEX RECEPTACLE MOUNTED AT THE CEILING. COORD. WITH ELECTRICAL.
- NURSE CALL SYSTEM IS TO BE PROVIDED IN THE FOLLOWING AREAS:
  - MEMORY CARE RESIDENT UNITS: BED AREA & BATHROOMS.
  - ASSISTED LIVING RESIDENT UNITS: BED AREA, & BATHROOMS.
  - MEMORY CARE, ASSISTED LIVING, & INDEPENDENT LIVING COMMON AREA RESTROOMS.
  - INDEPENDENT LIVING POOL.

ISSUE DATE:

8/4/2023



LOCATION MAP





Area Schedule (Gross Building)	
Name	Area
Area - AL	41675.53 SF
Area - MC	12453.23 SF
Grand total	54128.76 SF

Room Schedule - AL (UNIT TYPE)	
Name	Count
UNIT (1BR/1BA)	23
UNIT (2BR/2BA)	4
UNIT (STUDIO)	21
	48

Room Schedule - MC (UNIT TYPE)	
Name	Count
UNIT (STUDIO)	18
	18

**SITE PLAN NOTES**

- THESE NOTES ONLY APPLY TO THIS SHEET
- ASPHALT PAVING, RE: CIVIL.
  - CONCRETE PAVING, RE: CIVIL.
  - 4" STRIPING WHITE, TYP.
  - CARPORT, RE: DETAIL.
  - LOADING AREA.
  - MASONRY TRASH ENCLOSURE W/ GATES, RE: DETAIL.
  - DOG PARK - ARTIFICIAL TURF, 48" ALUM. FENCE W/ 36" GATE.
  - CONCRETE PATIO, RE: CIVIL.
  - CONCRETE SIDEWALK, RE: CIVIL.
  - GENERATOR.
  - ELEG. TRANSFORMER.
  - PORTE-COCHERE.
  - 50' FLAGPOLE, RE: ELEG. FOR LIGHTING.
  - MONUMENT SIGN.
  - SIGNAGE, REFER TO DETAILS ON SHEET AS.1
  - POST AND PANEL TYPE A
  - POST AND PANEL TYPE B
  - POST AND PANEL TYPE C
  - BUILDING SIGN TYPE D
  - BUILDING SIGN TYPE E
  - BUILDING SIGN TYPE F
  - BUILDING SIGN TYPE G
  - CARPORT NUMBERS (EA SPACE) TYPE H
  - ADDRESS SIGNAGE
  - CLEARANCE SIGN TYPE J
  - SMOKE FREE CAMPUS SIGN TYPE K
  - HIGH BLACK DECORATIVE ALUM. FENCE W/ 36" WIDE GATE
  - OUTDOOR COOKING.
  - COVERED PAVILION.
  - PRE-FINISHED ALUM. FENCE GATE, 36" WIDE, GATE TO LOCK & INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
  - PRE-FINISHED VINYL FENCE GATE, 36" WIDE, GATE TO LOCK AND TO INCLUDE ACCESS CONTROL W/ DELAYED EGRESS LOCKS.
  - MODULAR BLOCK RETAINING WALL.
  - SHUFFLEBOARD COURT.
  - PUTTING GREEN.
  - RIGHT OF WAY TO THE EDGE OF THE EXISTING PAVEMENT IS TO RECEIVE SOD & IRRIGATION.

**SITE PLAN GENERAL NOTES**

- ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES.
- ALL SIGNAGE TO BE PERMITTED SEPARATELY.
- COORDINATE ALL SITE WORK WITH CIVIL ENGINEERING PLANS.
- CONTRACTOR WILL BE RESPONSIBLE FOR VERIFICATION OF ALL UTILITIES.
- NEW CONCRETE WALKS TO HAVE MEDIUM BROOM FINISH, EDGES & JOINTS TO BE TOGGLED, BROOM OUT ALL TOOL MARKS.
- PROVIDE CONC. WHEEL STOPS AT ALL AREAS ADJACENT TO SIDEWALKS.
- DOG AREA TO RECEIVE URINE RESISTANT ARTIFICIAL TURF.
- ALL AREAS ARE TO BE SODDED AND RECEIVE IRRIGATION, INCLUDING AREAS IN ROW.

**NOTE:**  
SITE PLAN SHOWS EXISTING CONTOURS. SITE GRADING AND RETAINING WALLS WILL BE REQUIRED.



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



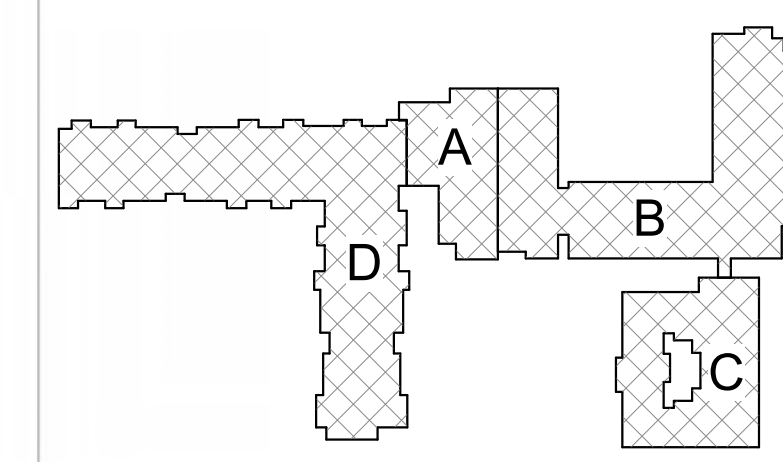
**SITE PLAN**

ISSUE DATE:  
8/4/2023

REVISIONS:

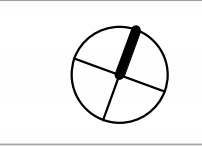
No.	Description	Date
-----	-------------	------

PROJECT NO.: 2106  
**SP1.1**

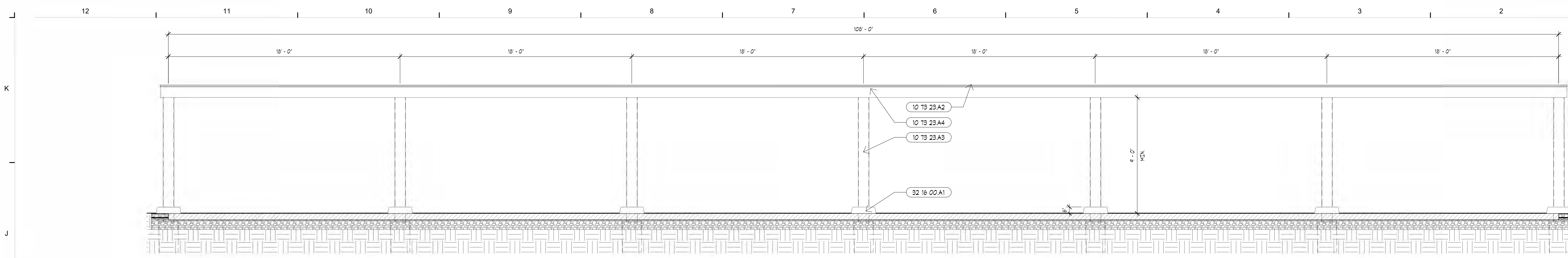


KEY PLAN

**A12 SITE PLAN**  
1" = 40'-0"



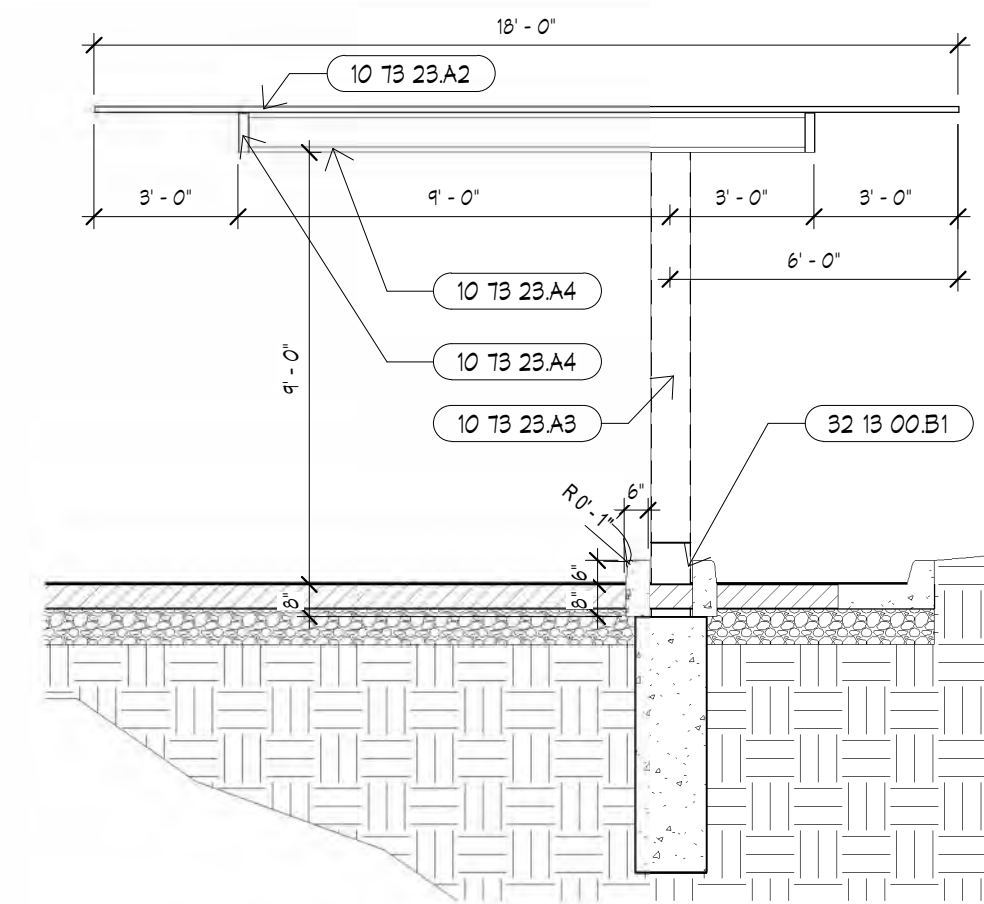




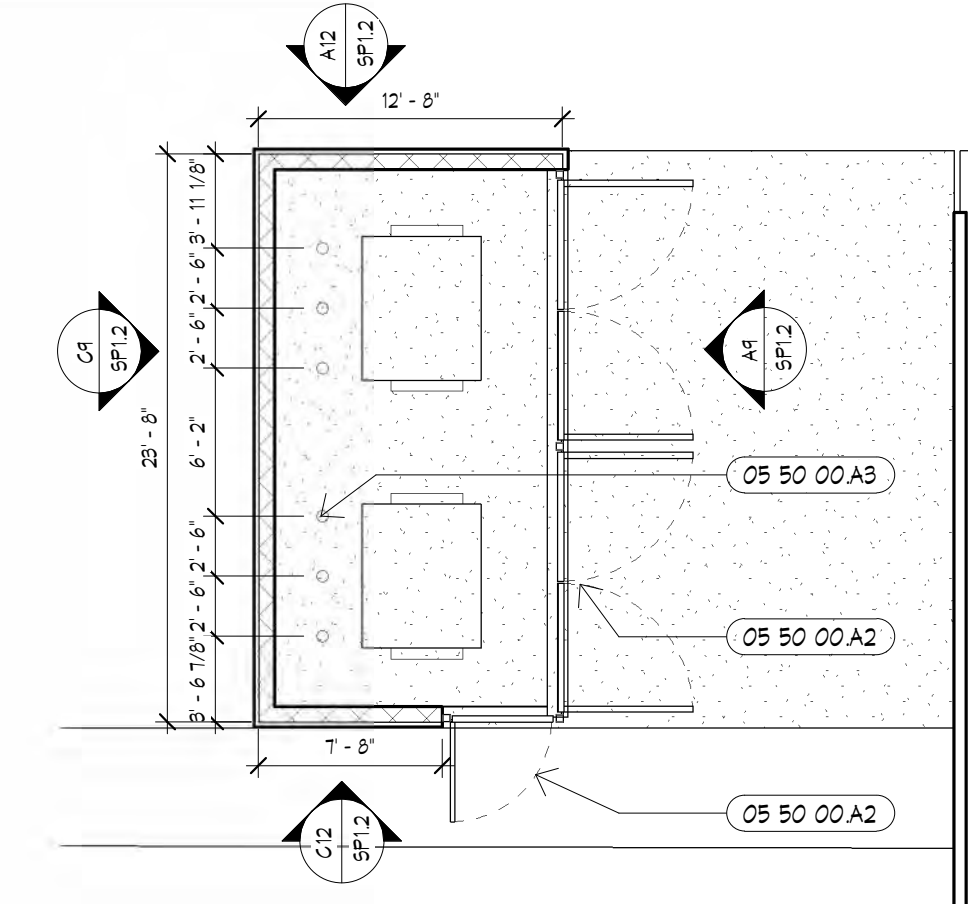
**J12 SITE - CARPORT ELEVATION FRONT**  
1/4" = 1'-0"

NUMBER	DESCRIPTION
04 20 00A1	6" REINFORCED CMU, RE. STRUCTURAL, 04 20 00
04 43 13A1	MANUFACTURED STONE VENEER, TYPE 1, 04 43 13
04 43 13A6	CAST STONE CAP, 04 43 13
05 50 00A1	PAINTED METAL PANEL, 05 50 00
05 50 00A2	PAINTED STEEL POST AND GATE FRAME, 05 50 00
05 50 00A3	6" STEEL PIPE BOLLARD, 05 50 00
07 24 00B2	EPFS COATING OVER CMU ALL EXPOSED SURFACES
07 62 00A5	PRE-FINISHED METAL CAP FLASHING, 07 62 00
10 TB 23A2	PRE-ENGINEERED METAL ROOFING PANEL, 10 TB 23
10 TB 23A3	PRE-ENGINEERED STEEL COLUMN, PER MANUF.
10 TB 23A4	PRE-ENGINEERED STEEL BEAM, PER MANUF.
32 18 00B1	EXPANSION JOINT, FIBER EXPANSION MATERIAL, 1/4" TOP 1/2" FILLED W/ SEALANT.
32 18 00A1	6" CONCRETE CURB.

**SWD ARCHITECTS**  
EST 1935  
ARCHITECTURAL CORPORATION  
ARKANSAS  
CERTIFICATE OF AUTHORITY, C761

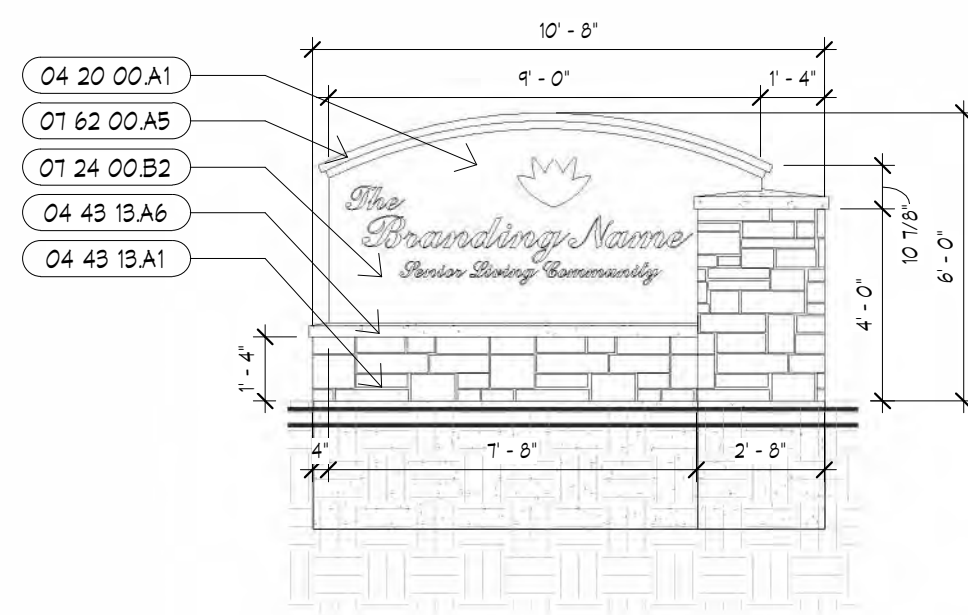


**J2 SITE - CARPORT ELEVATION SIDE**  
1/4" = 1'-0"

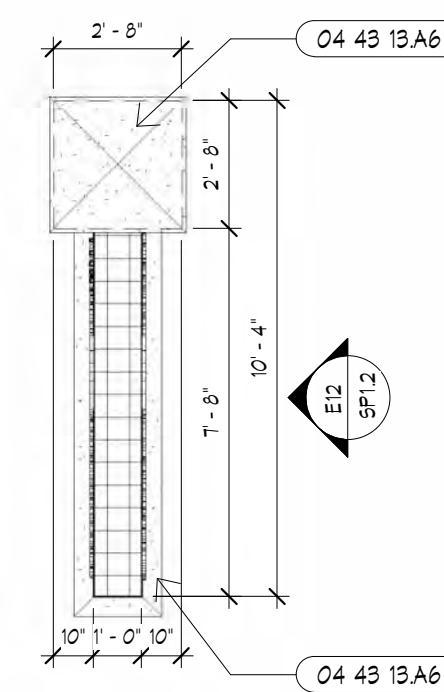


**G3 PLAN AT TRASH ENCLOSURE**  
1/8" = 1'-0"

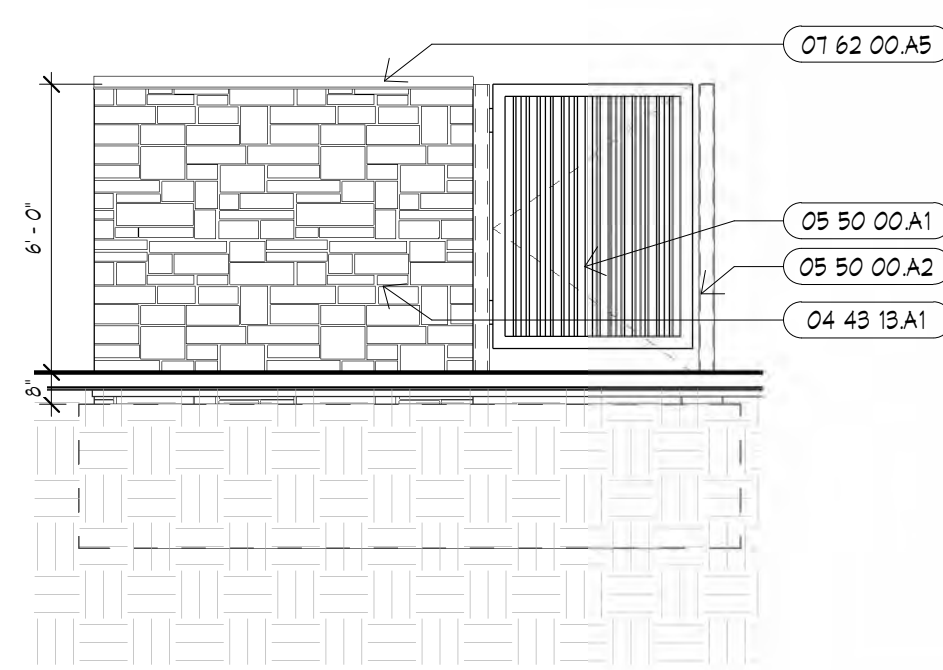
- NOTES:
- COORDINATE PAVING & CURBS WITH CIVIL.
  - TRASH DUMPSTERS PROVIDED BY OWNERS VENDOR.
  - ALL STEEL IS TO BE PAINTED.
  - STEEL BOLLARDS TO BE FILLED WITH CONCRETE & ROUNDED OVER.
  - COORD. FOUNDATION W/ STRUCTURAL.



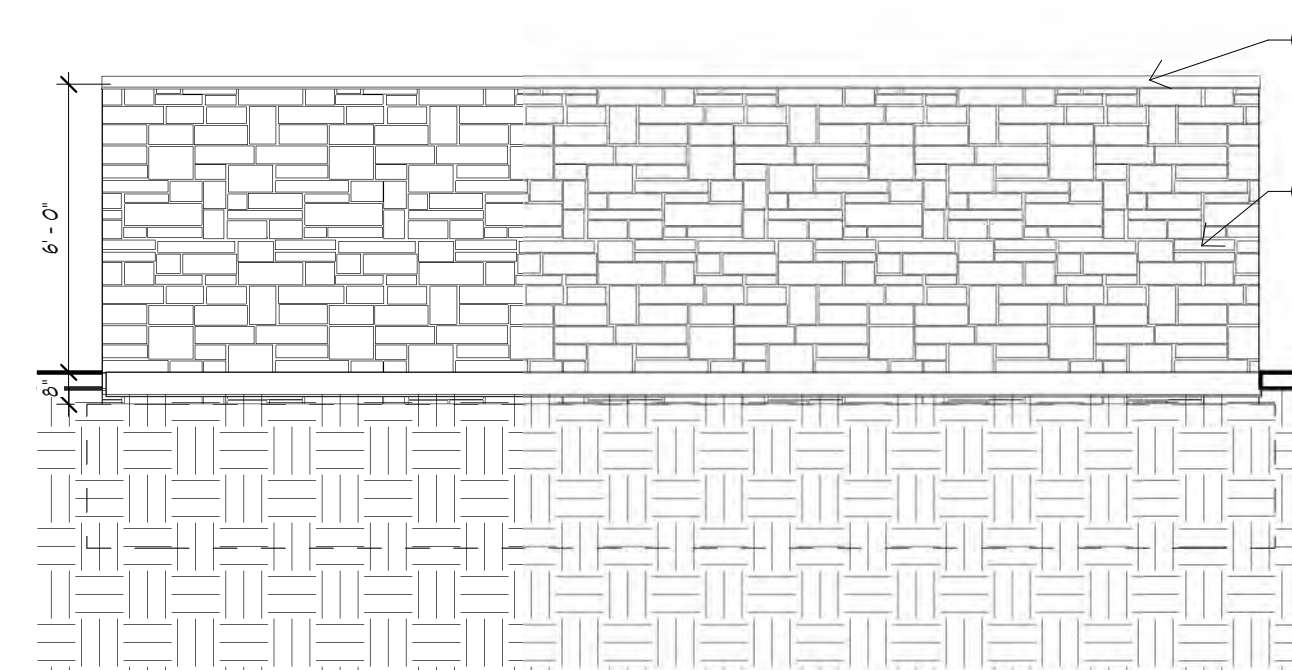
**E12 SITE - MONUMENT SIGN - FRONT**  
1/4" = 1'-0"



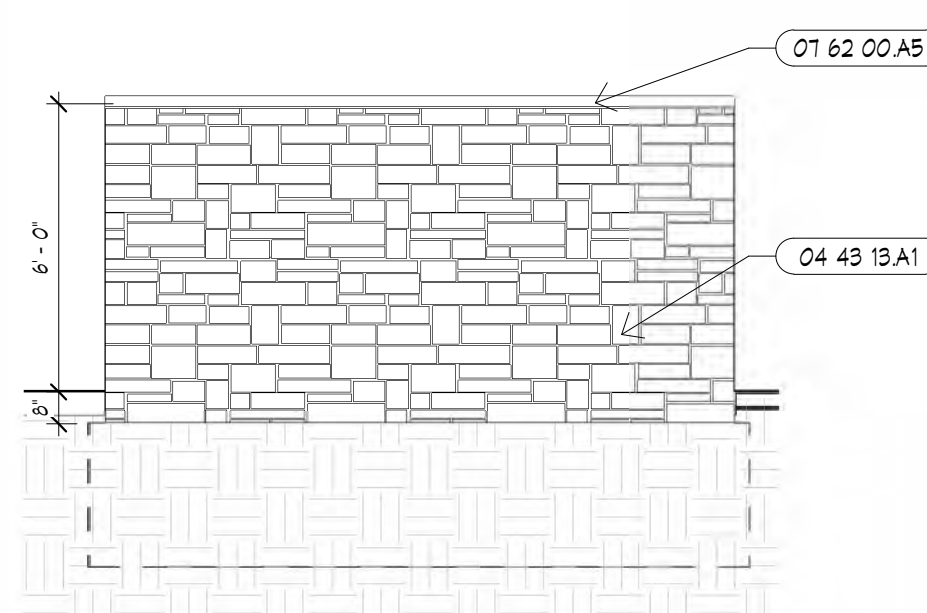
**E9 PLAN AT MONUMENT SIGN**  
1/4" = 1'-0"



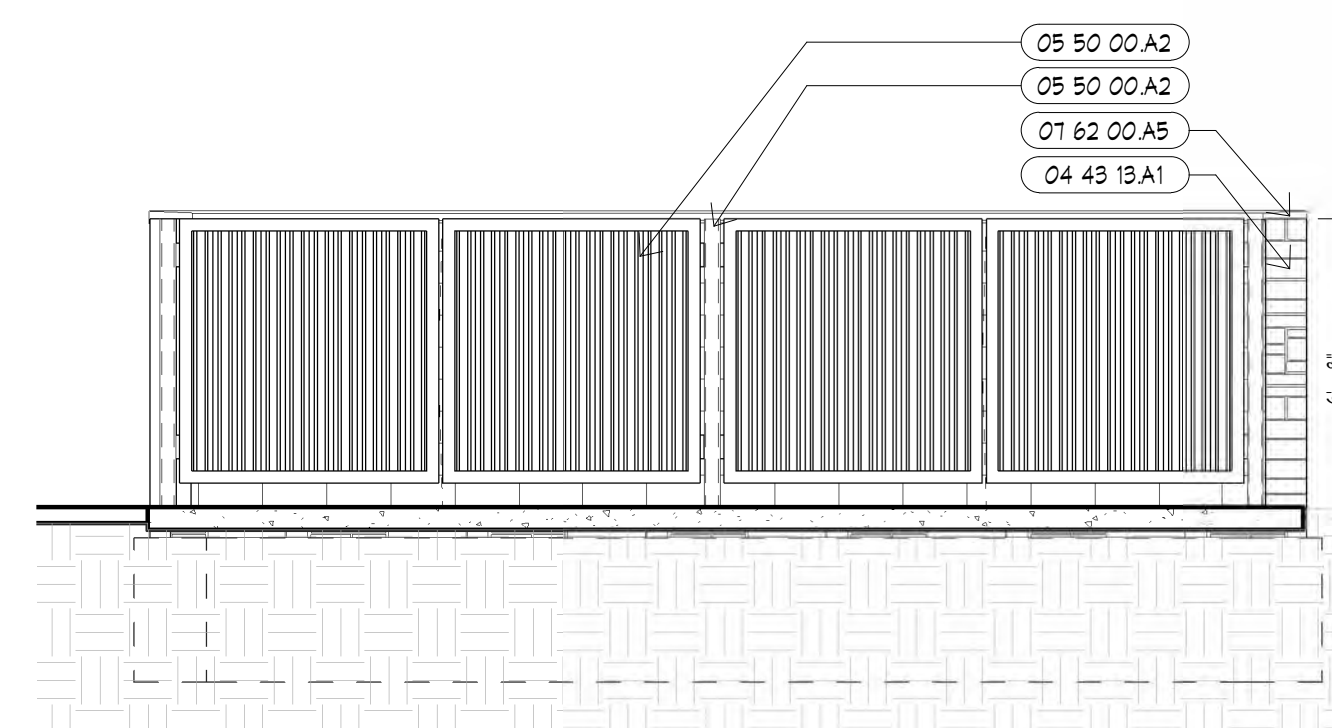
**C12 SITE - TRASH ENCLOSURE - SIDE DOOR**  
1/4" = 1'-0"



**C9 SITE - TRASH ENCLOSURE - BACK**  
1/4" = 1'-0"



**A12 SITE - TRASH ENCLOSURE - SIDE**  
1/4" = 1'-0"

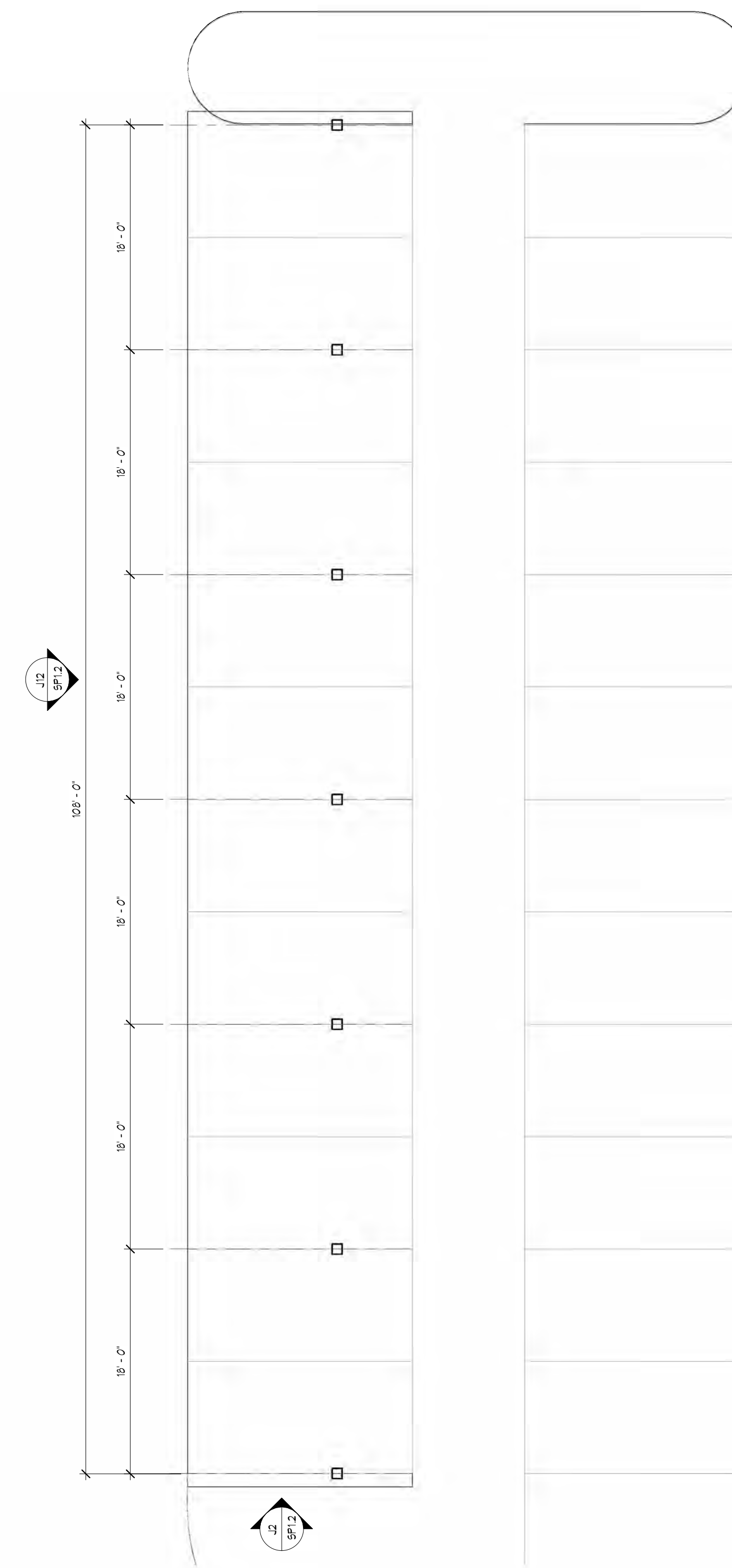


**A9 SITE - TRASH ENCLOSURE - FRONT**  
1/4" = 1'-0"

**CARPORT NOTES**

- CARPORT SYSTEM IS A PRE-ENGINEERED SYSTEM DESIGNED BY OTHERS.
- CARPORT TO BE SINGLE POST SEMI CANTILEVERED TYPE BY MCM CARPORTS OR EQUAL.
- ALL STEEL FRAMING TO BE POWDERCOATED - BLACK. ROOF COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS FULL RANGE OF COLORS.
- PROVIDE METAL FASCIA AT PERIMETER OF ROOF SYSTEM.
- FOUNDATION DESIGN IS THE RESPONSIBILITY OF THE CARPORT MANUFACTURER.
- COORDINATE PAVING, CURBS, GRADING ETC WITH CIVIL.

**A6 PLAN AT CARPORT**  
1/8" = 1'-0"



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698  
WWW.SWDARCHITECTS.COM

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**SITE DETAILS**

ISSUE DATE:  
8/4/2023  
REVISIONS:  
No. Description Date

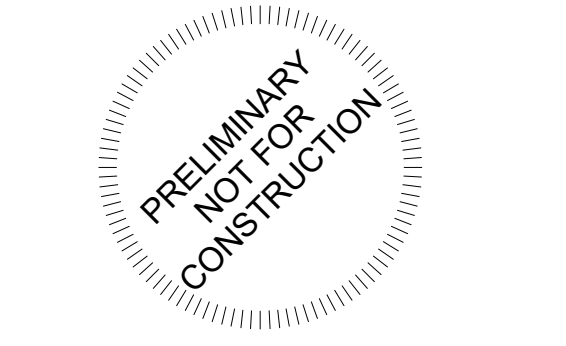
PROJECT NO.: 2106

**SP1.2**

**MONUMENT SIGN NOTES**

- ALL SIGNAGE TO BE PERMITTED SEPARATELY.
- LOGO AND TEXT WILL BE TYPICAL FOR BOTH SIDES THIS WILL BE PROVIDED DURING SHOP DRAWING SUBMITTALS.
- SIGN CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE MONUMENT SIGN.



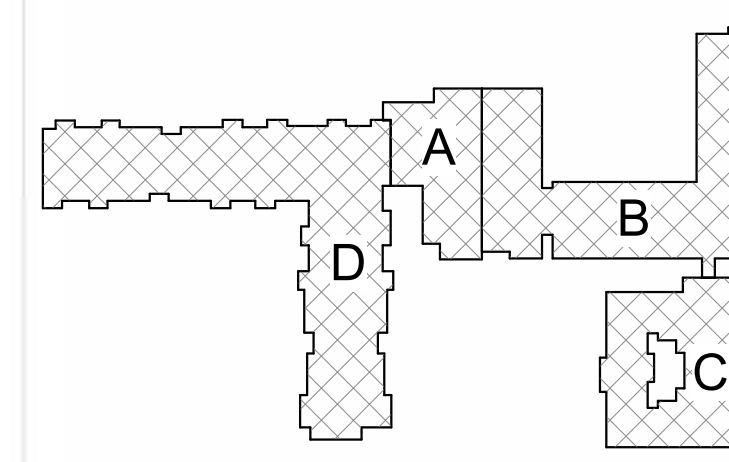
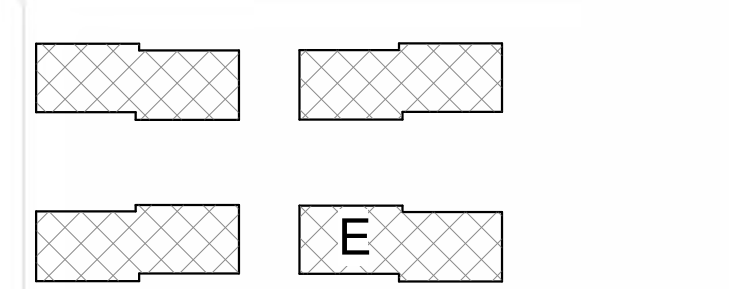


**FLOOR PLAN GENERAL NOTES**

- EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
- FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
- PROVIDE/INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINKS ARE LOCATED. 092900
- INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 092900
- MOLDED ONE-PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.
- FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION ACQUISIT-MAT 1 AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
- ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE. CODE ANALYSIS FOR ADDITIONAL INFORMATION ON GRAB BARS.
- CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
- ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.
- INSTALL 2x WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 091000.
- REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.
- GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS
- SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.  
A. POOL TO BE HEATED.  
B. PROVIDE ADA LEFT  
C. 42" DEEP WATER LEVEL.  
D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
- DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
- FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:  
a. STUD WALLS, INCLUDING FURRED SPACE. SPACING NOT TO EXCEED 10 FEET.  
b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.  
c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.  
d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
- ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y681. RE: AG-7. REFER TO SHEET AG-0 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
- SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

**ITEMS TO BE PROVIDED BY OWNER INSTALLED BY CONTRACTOR**

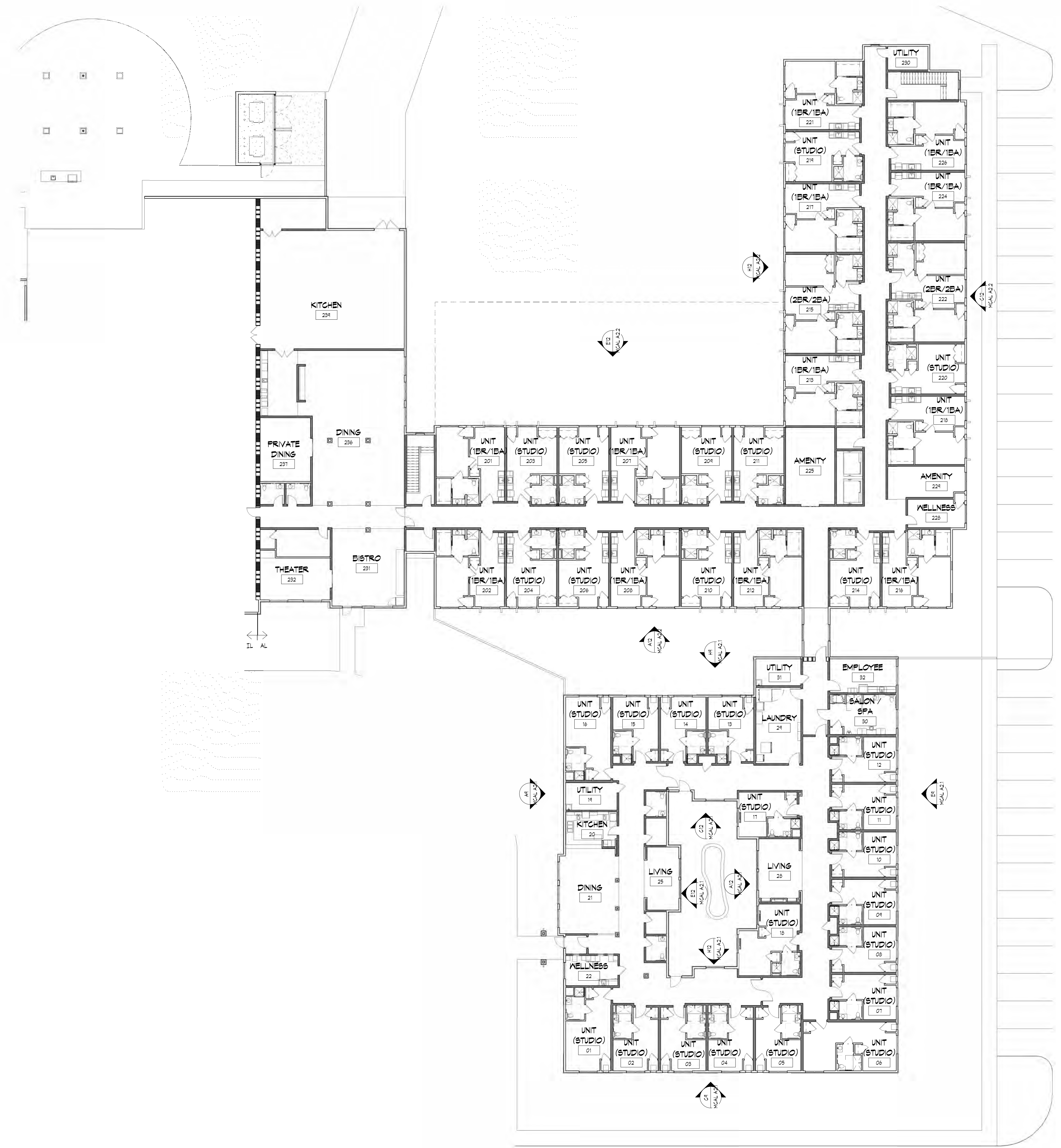
- COMMON AREA MIRRORS
- PAPER TOWEL DISPENSERS
- SOAP DISPENSERS IN COMMON AREA
- COMMON AREA MIRRORS
- INTERIOR SIGNAGE



KEY PLAN

Room Schedule - AL		
Name	Count	Beds / Baths per Unit
UNIT (1BR/1BA)	17	1 BD : 1 BA
UNIT (1BR/1BA)	6	2 BD : 1 BA
UNIT (2BR/2BA)	4	2 BD : 2 BA
UNIT (STUDIO)	21	1 BD : 1 BA
<b>TOTAL:</b>	<b>48</b>	<b>58</b>

Room Schedule - MC		
Name	Count	Beds / Baths per Unit
UNIT (STUDIO)	16	1 BD : 1 BA
UNIT (STUDIO)	2	2 BD : 1 BA
<b>TOTAL:</b>	<b>18</b>	<b>20</b>



**A12 SECOND FLOOR PLAN**  
1/16" = 1'-0"

C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING\_dtruskey\616R.rvt  
8/3/2023 4:23:15 PM



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

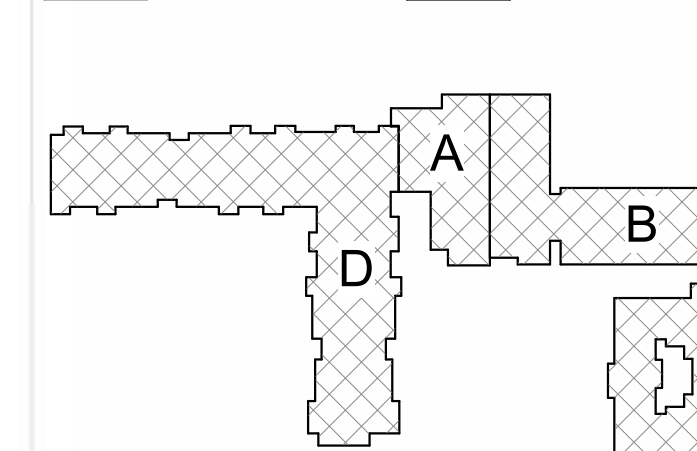
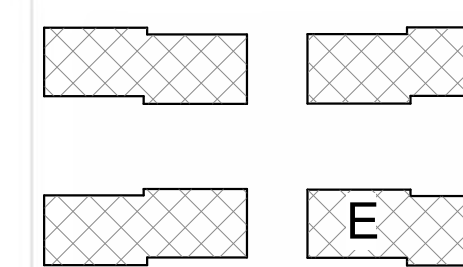
STARK WILSON DUNCAN ARCHITECTS INC  
315 NICHOLS ROAD STE 228 - KANSAS CITY, MO 64112 - T 816.531.1698  
WWW.SWDARCHITECTS.COM

**FLOOR PLAN GENERAL NOTES**

- EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
- FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
- PROVIDE INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA, SALON & FULL HEIGHT OF ALL CABINET WALLS WHERE SKRONS ARE LOCATED. 042800
- INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 092900
- MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.
- FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION ACQUSTI-MAT 1 AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
- ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
- ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" & 42" HORIZ. GRAB BARS.
- ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATING OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION: G18443
- CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
- ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE
- INSTALL 2X WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 061000
- REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.
- GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS
- SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.
  - POOL TO BE HEATED.
  - PROVIDE ADA LIFT
  - 42" DEEP WATER LEVEL.
  - CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
- DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
- FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:
  - STUD WALLS, INCLUDING FURRED SPACE. SPACING NOT TO EXCEED 10 FEET.
  - CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.
  - BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.
  - EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
- ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY YEST. RE: A01.
- REFER TO SHEET A010 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
- SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

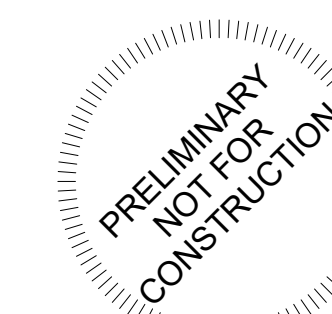
**ITEMS TO BE PROVIDED BY OWNER  
INSTALLED BY CONTRACTOR**

- COMMON AREA MIRRORS
- PAPER TOWEL DISPENSERS
- SOAP DISPENSERS IN COMMON AREA
- COMMON AREA MIRRORS
- INTERIOR SIGNAGE



KEY PLAN

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**FIRST FLOOR PLAN -  
ASSISTED LIVING**

ISSUE DATE:  
8/4/2023

REVISIONS:

No.	Description	Date

PROJECT NO.: 2106

**MCAL**  
**A1.2**

**A12** FIRST FLOOR PLAN - AL  
1/8" = 1'-0"



C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING\_dtruskey\616R.rvt  
8/3/2023 4:23:20 PM



**KEYNOTES**

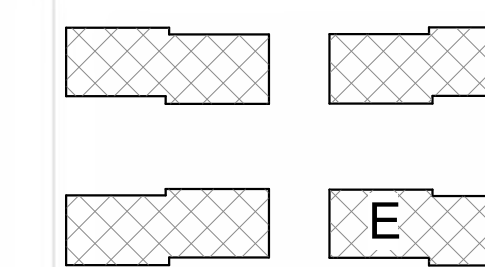
NUMBER DESCRIPTION

**FLOOR PLAN GENERAL NOTES**

- EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
- FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
- PROVIDE 1" INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, EQUIPMENT ROOM, SPA, SALON, & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINKS ARE LOCATED. 092900
- INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 042900
- MOLDED ONE PIECE SHOWER UNITS WILL REQUIRE FIRE RATED MALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.
- FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE, OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION AGUSTI-MAT 1" AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
- ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
- ALL FLOOR/CEILING ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATINGS OF THE RESPECTIVE ASSEMBLIES AS REQUIRED BY CODE. RE: CODE ANALYSIS FOR ADDITIONAL INFORMATION. 078443
- CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
- ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.
- INSTALL 2X WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 091000.
- REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.
- GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
- CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV. EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
- SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL.  
A. POOL TO BE HEATED.  
B. PROVIDE ADA LIFT.  
C. 42" DEEP WATER LEVEL.  
D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
- DIOT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
- FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO:  
a. STUD WALLS, INCLUDING PURSED SPACE. SPACING NOT TO EXCEED 10 FEET.  
b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT SOFFITS.  
c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN.  
d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
- ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y837. RE: A01.
- REFER TO SHEET A10 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
- SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

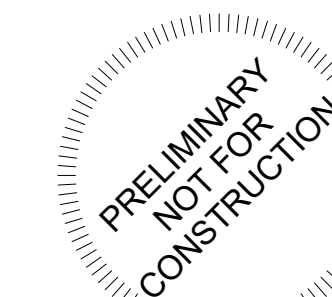
**ITEMS TO BE PROVIDED BY OWNER  
INSTALLED BY CONTRACTOR**

- COMMON AREA MIRRORS.
- PAPER TOWEL DISPENSERS.
- SOAP DISPENSERS IN COMMON AREA.
- COMMON AREA MIRRORS.
- INTERIOR SIGNAGE.



KEY PLAN

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**SECOND FLOOR  
PLAN - MEMORY  
CARE**

ISSUE DATE:  
8/4/2023

REVISIONS:

No.	Description	Date

PROJECT NO.: 2106

**MCAL**  
**A1.3**





C:\Users\dtruskey\Documents\ORD-ARNOLD - 01 SENIOR LIVING\_dtruskey\616R1.rvt  
 8/3/2023 4:24:11 PM



**KEYNOTES**

NUMBER	DESCRIPTION
1.	EXTERIOR DIMENSIONS ARE TO FACE OF STUD FRAMING.
2.	FACE OF CONCRETE SLAB IS LOCATED AT THE FACE OF EXT. STUD FRAMING.
3.	PROVIDE 4" INSTALL MOISTURE RESISTANT GYP. BD. ON WALLS & CEILINGS IN BATHS, RESTROOMS, JANITOR CLOSETS, POOL, POOL EQUIPMENT ROOM, SPA SALON & FULL HEIGHT OF ALL CABINET WALLS WHERE SKINKS ARE LOCATED. 092900
4.	INSTALL TILE BACKER BOARD ON WALL SCHEDULED TO RECEIVE CERAMIC TILE. 092900
5.	MOLDED ONE-PIECE SHOWER UNITS WILL REQUIRE FIRE RATED WALL CONSTRUCTION TO BE CONSTRUCTED PRIOR TO SETTING OF UNIT. AN ADDITIONAL LAYER OF GYPSUM BOARD IS REQ'D TO EXTEND OVER SHOWER FLANGE.
6.	FLOORS WITHIN RESIDENT UNITS THAT ARE TO RECEIVE TILE, OR LVT FLOORING ON WOOD TRUSS CONSTRUCTION ACQUISIT-MAT 1 AS MAXXON CORP. TO BE INSTALLED UNDER GYP. UNDERLAYMENT.
7.	ALL COMMON AREA ACCESSIBLE BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
8.	ALL MEMORY CARE & ASSISTED LIVING ACCESSIBLE RESIDENT UNIT BATHROOMS ARE TO RECEIVE 18" VERTICAL GRAB BAR IN ADDITION TO 36" x 42" HORIZ. GRAB BARS.
9.	ALL FLOOR/CEILING, ROOF/CEILING & WALL PENETRATIONS ARE TO BE PROPERLY FIRECAULKED, FIRESTOPPED, SMOKE/FIRE DAMPERED, ETC. AS REQUIRED TO MAINTAIN THE FIRE RESISTIVE RATINGS OF THE RESPECTIVE ASSEMBLIES, AS REQUIRED BY CODE. RE. CODE ANALYSIS FOR ADDITIONAL INFORMATION. 076405
10.	CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHERTIGHT, WATER/TIGHT, AIR/TIGHT, ETC. PERFORMANCE.
11.	ALL MECHANICAL, ELECTRICAL, & PLUMBING SYSTEMS TO BE CONCEALED WITHIN CONSTRUCTION TO FULLEST EXTENT FEASIBLE.
12.	INSTALL 2x4 WOOD BLOCKING AS REQUIRED TO SECURELY ANCHOR CABINETS, TOILET ACCESSORIES, SHELVING, HANDRAILS, ETC. 096000.
13.	REFER TO 610/A4.4 FOR TYPICAL MOUNTING HEIGHTS.
14.	GLAZING REQUIRED TO BE SAFETY TYPE SHALL MEET THE REQUIREMENTS OF THE BUILDING CODE.
15.	CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL AV EQUIPMENT INCLUDING TELEVISIONS IN COMMON AREAS & THEATERS.
16.	SWIMMING POOL DESIGN WILL BE BY THE CONTRACTOR. CONTRACTOR TO PROVIDE ALL NECESSARY DESIGN DOCUMENTS FOR PERMITTING & APPROVAL. A. POOL TO BE HEATED. B. PROVIDE ADA LIFT. C. 42" DEEP WATER LEVEL. D. CONTRACTOR TO PROVIDE BACKFLOW PREVENTER.
17.	DUCT WORK IN SWIMMING POOL, POOL EQUIPMENT ROOM, RESTROOMS ETC. SHALL ALL BE WRAPPED WITH INSULATION.
18.	FIRE BLOCKING SHALL BE INSTALLED IN CONCEALED SPACES. LOCATION INCLUDE BUT ARE NOT LIMITED TO: a. STUD WALLS, INCLUDING FURRED SPACE. SPACING NOT TO EXCEED 10 FEET. b. CONNECTION BETWEEN VET. & HORIZ. SPACES AT BOFFITS. c. BETWEEN STAIR STRINGERS AT TOP & BOTTOM OF RUN. d. EXT. WALL COVERINGS AND ARCHITECTURAL ELEMENTS.
19.	ALL STEEL COLUMNS ARE TO RECEIVE INTUMESCENT PAINT FIRE PROOFING. 1 HOUR PROTECTION PER UL ASSEMBLY Y831. RE: AG-7. REFER TO SHEET AG-7 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
20.	REFER TO SHEET AG-7 FOR WALL TYPES & HORIZONTAL ASSEMBLY TYPES.
21.	SLIDING PATIO DOOR ACTIVE LEAF ON PRIMARY BEDROOM SIDE.

**FLOOR PLAN GENERAL NOTES**

**ITEMS TO BE PROVIDED BY OWNER INSTALLED BY CONTRACTOR**

- COMMON AREA MIRRORS
- PAPER TOWEL DISPENSERS
- SOAP DISPENSERS IN COMMON AREA
- COMMON AREA MIRRORS
- INTERIOR SIGNAGE

**KEY PLAN**

**A12 SECOND FLOOR PLAN - AL**  
 1/8" = 1'-0"

**SWD ARCHITECTS**  
 EST. 1935  
 ARCHITECTURAL CORPORATION  
 ARKANSAS  
 CERTIFICATE OF AUTHORITY: C761

**ARNOLD SENIOR LIVING**  
 NE CORNER OF VOGEL RD & OLD LEMAY FERRY RD  
 ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL ARCHITECT - TIMOTHY O. K. WILSON  
 9264  
 PRELIMINARY NOT FOR CONSTRUCTION

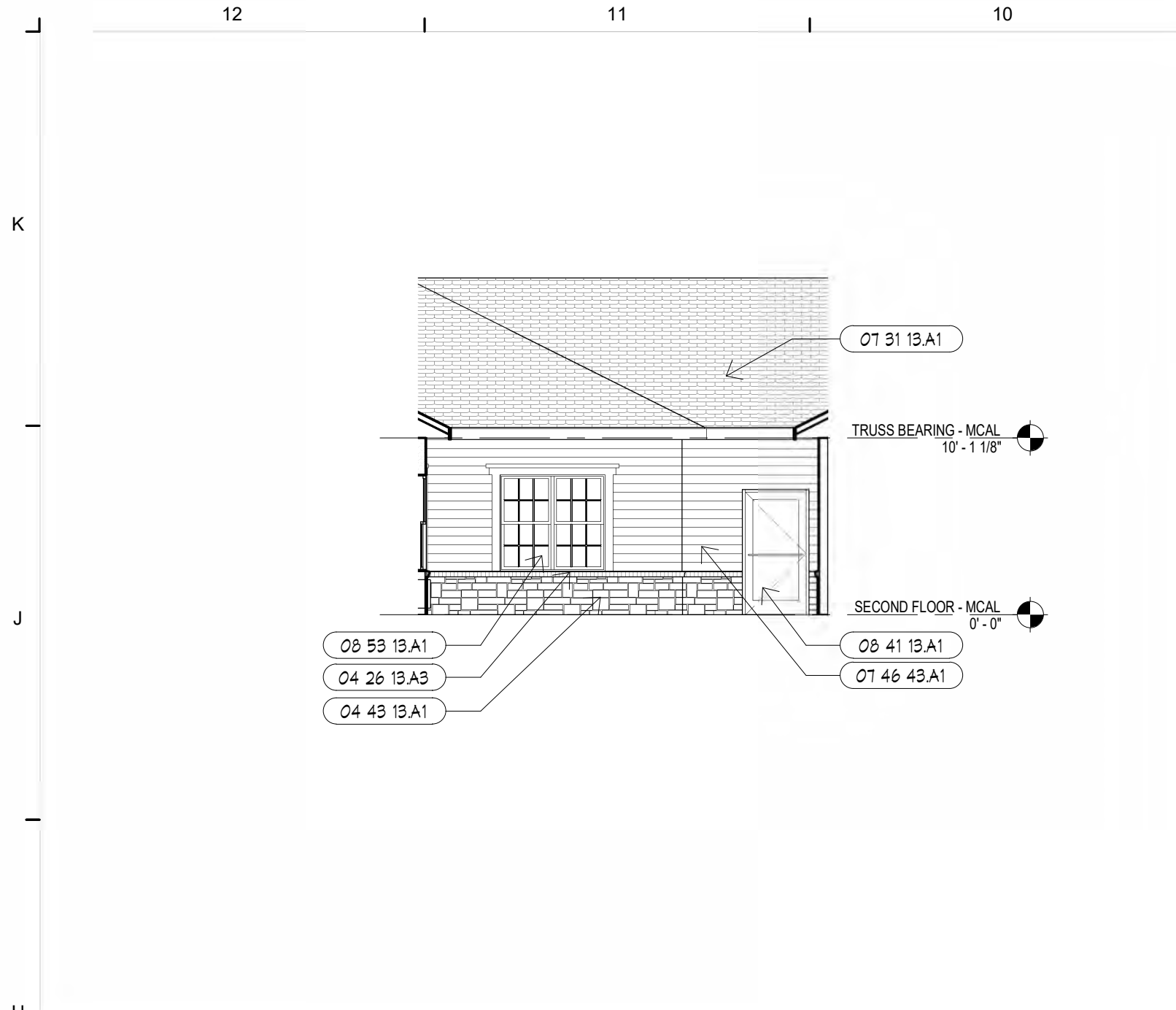
**SECOND FLOOR PLAN - ASSISTED LIVING**

ISSUE DATE: 8/4/2023  
 REVISIONS: No. Description Date

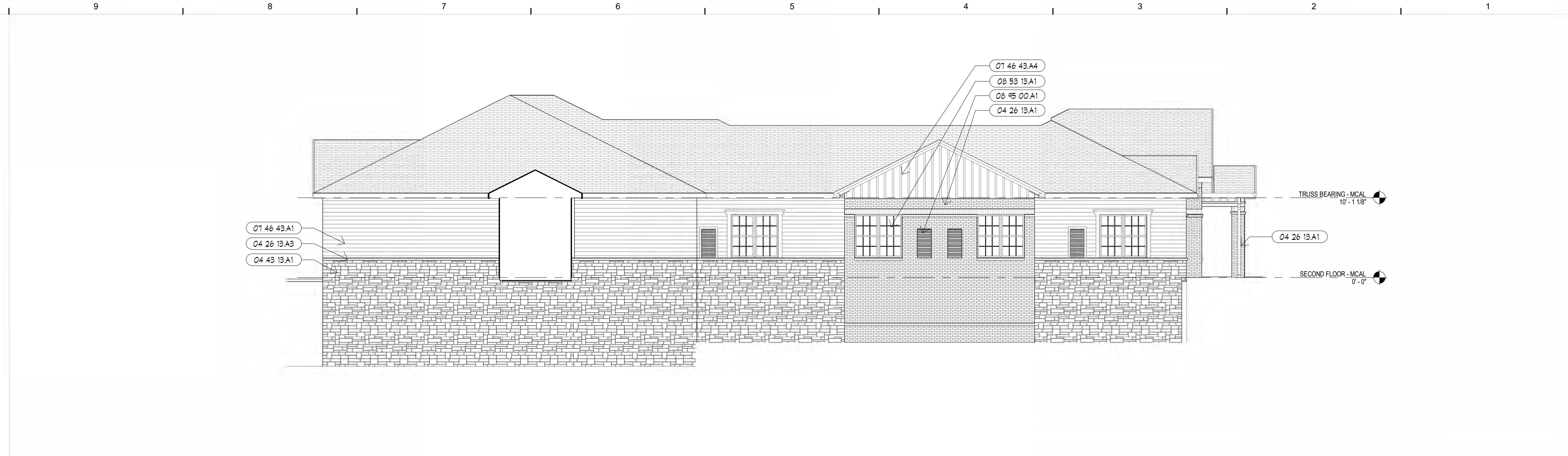
PROJECT NO.: 2106  
**MCAL A1.4**  
 COPYRIGHT © 2023 SWD ARCHITECTS INC



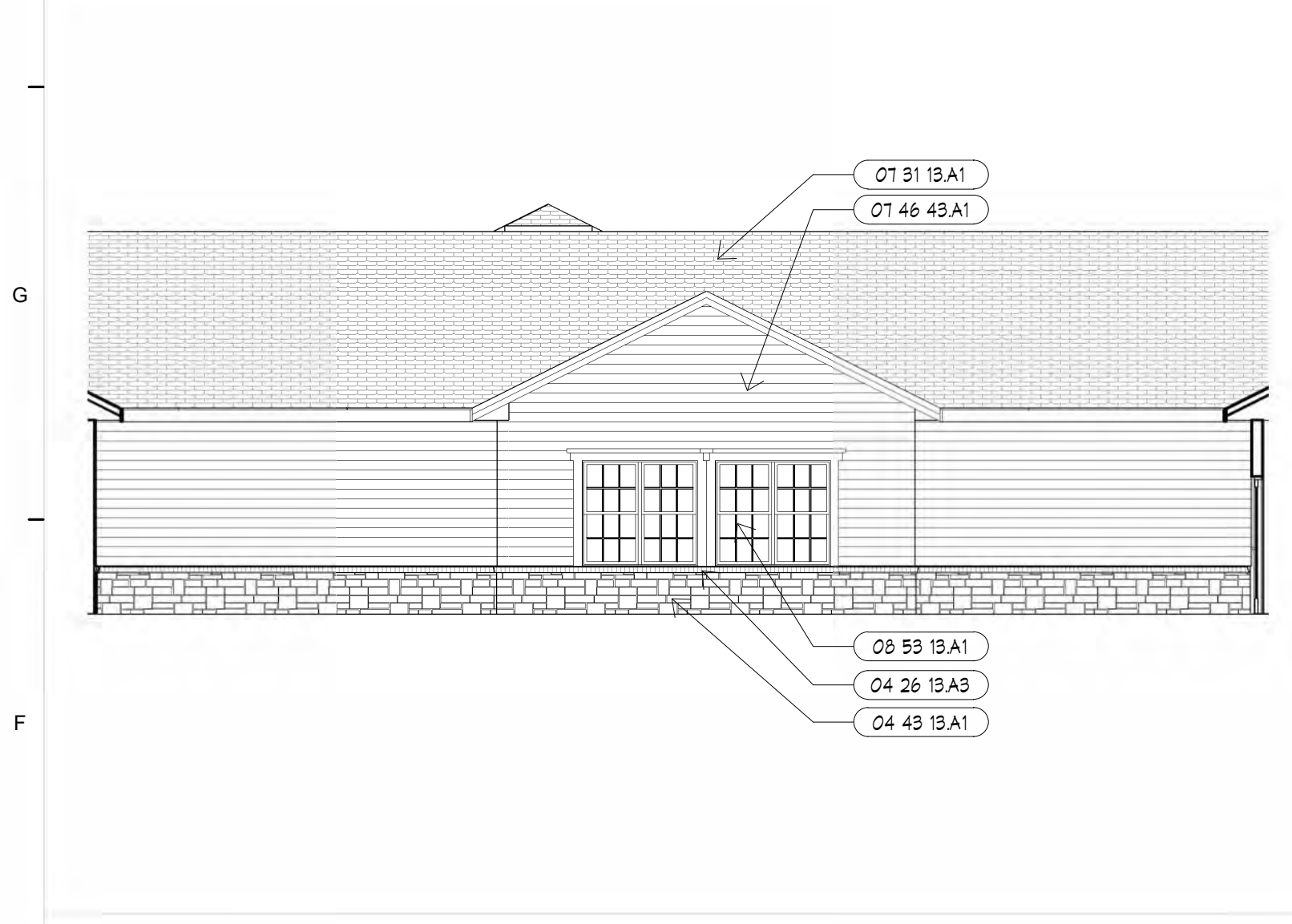
12 11 10 9 8 7 6 5 4 3 2 1



**H12** MC - SOUTH COURTYARD ELEVATION  
1/8" = 1'-0"



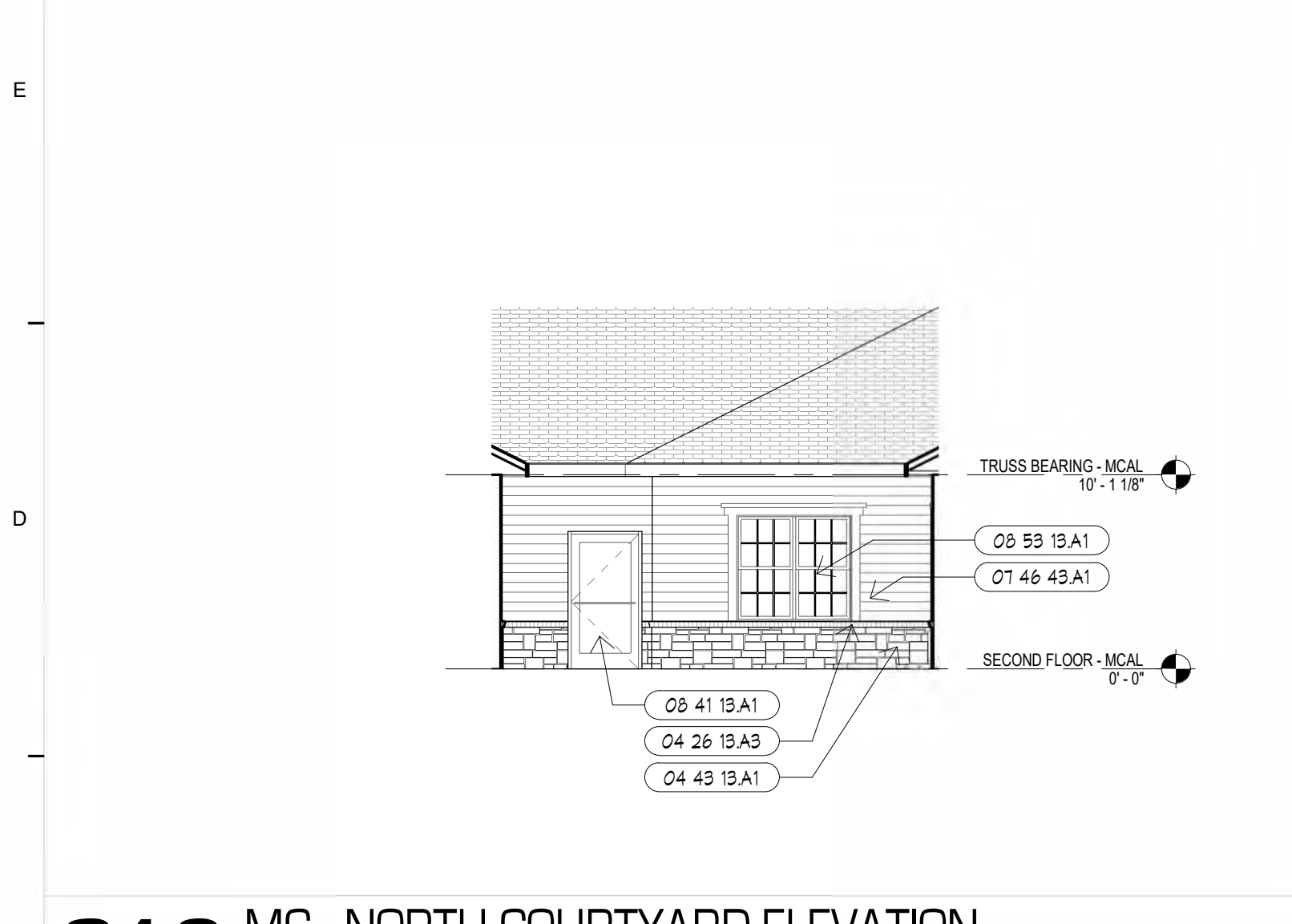
**H9** MC - SOUTH ELEVATION  
1/8" = 1'-0"



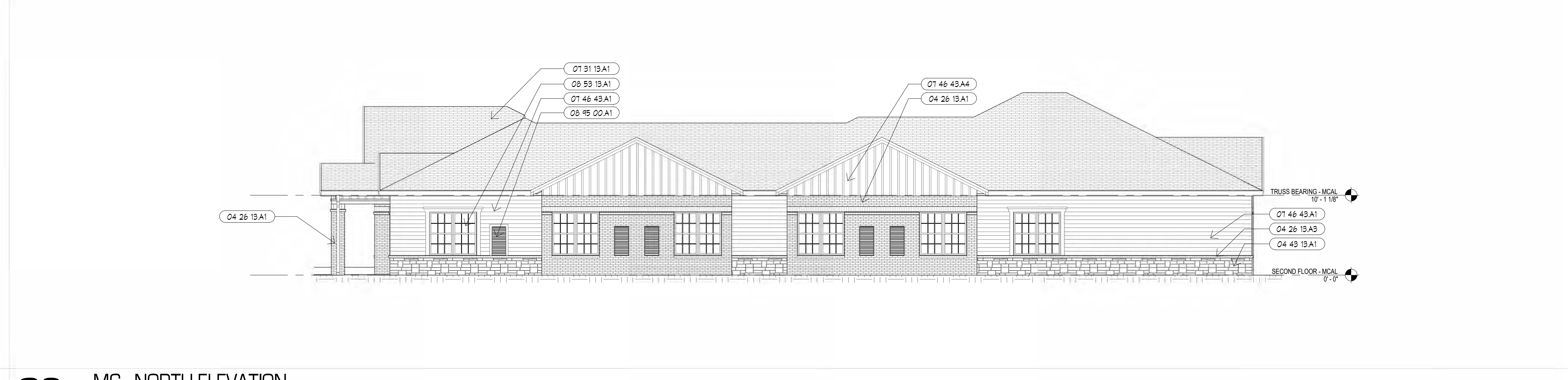
**E12** MC - EAST COURTYARD ELEVATION  
1/8" = 1'-0"



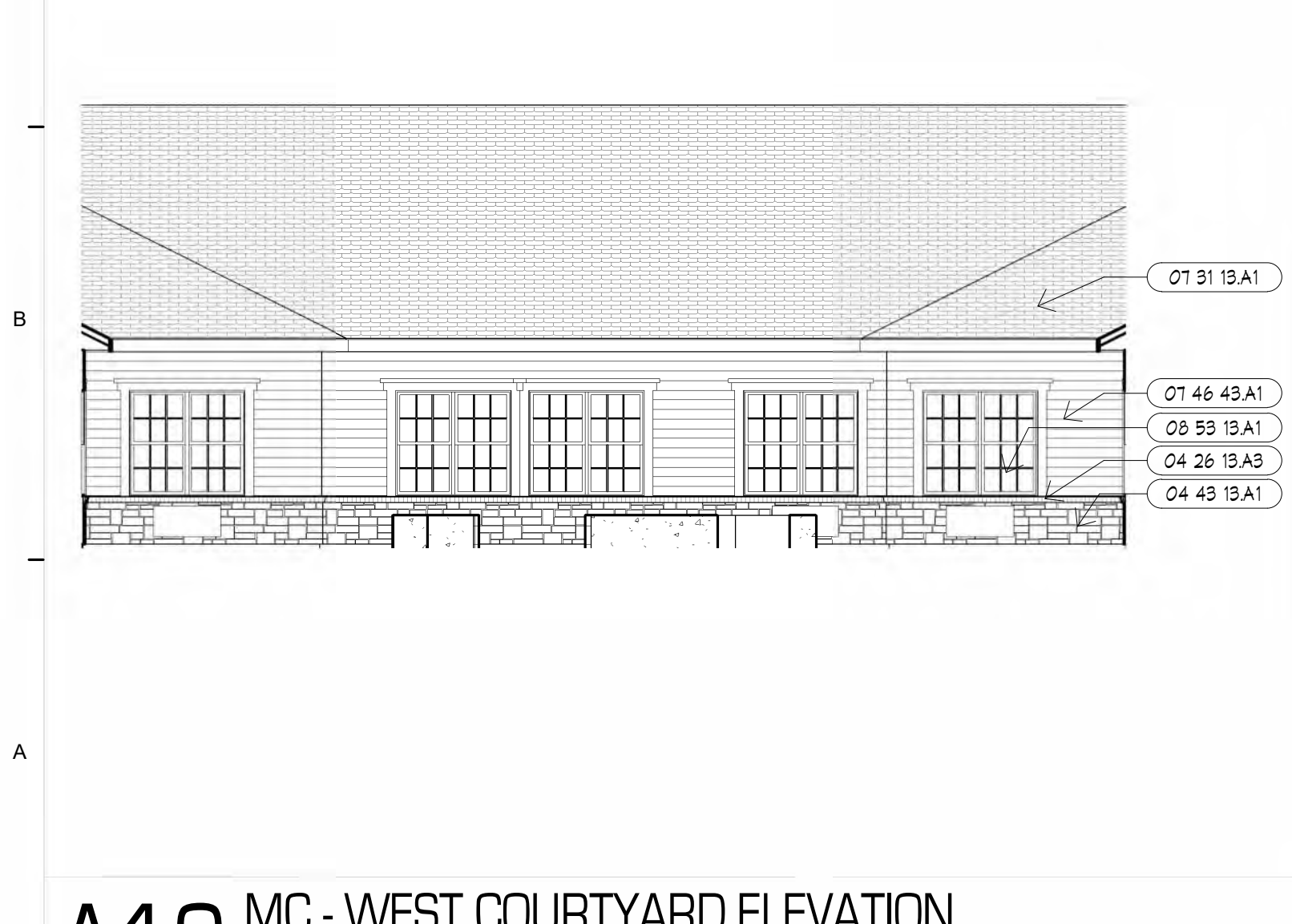
**E9** MC - EAST ELEVATION  
1/8" = 1'-0"



**C12** MC - NORTH COURTYARD ELEVATION  
1/8" = 1'-0"



**C9** MC - NORTH ELEVATION  
1/8" = 1'-0"



**A12** MC - WEST COURTYARD ELEVATION  
1/8" = 1'-0"



**A9** MC - WEST ELEVATION  
1/8" = 1'-0"

**KEYNOTES**

NUMBER	DESCRIPTION
04 26 19A1	THIN BRICK VENEER - RUNNING BOND, 04 26 19
04 26 19A3	THIN BRICK VENEER - ROWLOCK, 04 26 19
04 43 19A1	MANUFACTURED STONE VENEER TYPE 04 43 19
07 31 19A1	ARCHITECTURAL ASPHALT SHINGLE, 07 31 19
07 46 43A1	FIBER CEMENT BOARD SIDING - HORIZONTAL LAP, 07 46 43
07 46 43A4	FIBER CEMENT BOARD SIDING - VERTICAL BOARD & BAT, 07 46 43
08 41 19A1	ALUMINUM STOREFRONT DOOR & FRAME RE. SCHED. 08 41 19
08 53 19A1	PRE-FINISHED VINYL WINDOW, 08 53 19
08 55 00A1	MECHANICAL VENT. COLOR TO MATCH ADJACENT MATERIAL. RE. MEP

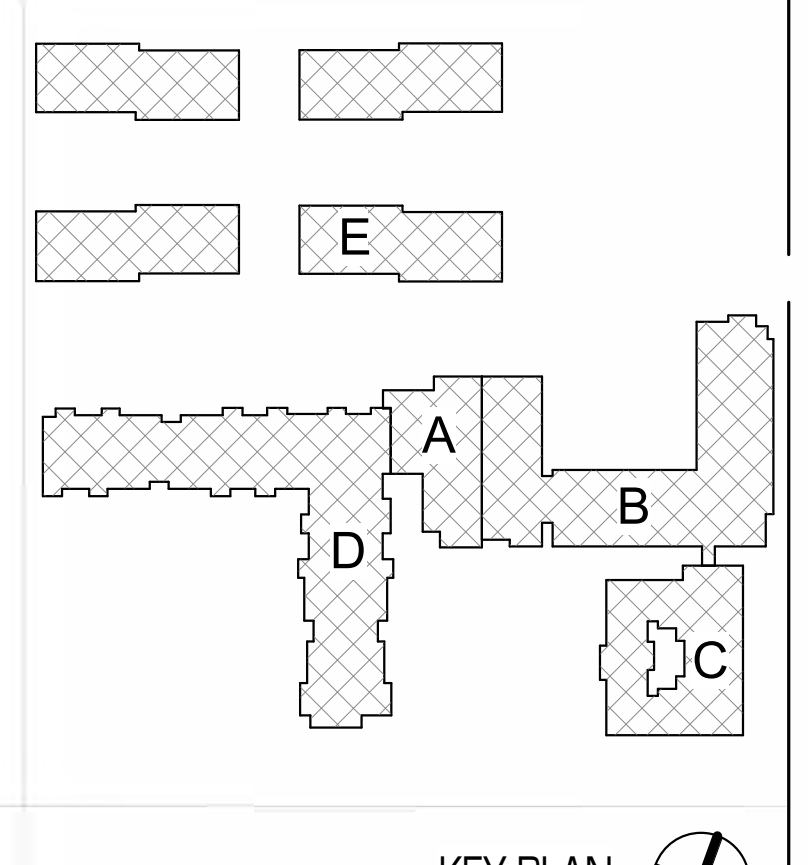


ARCHITECTURAL CORPORATION  
ARIZONA  
CERTIFICATE OF AUTHORITY: C761

- ELEVATION GENERAL NOTES**
- ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES.
  - ALL SIGNAGE TO BE PERMITTED SEPARATELY.
  - ALL WORK TO MEET APPLICABLE BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, ADA/HANDICAP ACCESSIBILITY, & LIFE SAFETY CODE REQUIREMENTS.
  - THE GENERAL CONTRACTOR, & ALL SUBCONTRACTORS, SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE CONTRACT PRIOR TO BIDDING. NO CHANGES IN THE PROJECT SHALL BE CONSIDERED FOR INFORMATION DISCREPANCIES FROM THE DRAWINGS.
  - DO NOT SCALE DRAWINGS. FIELD VERIFY ALL CONDITIONS, DIMENSIONS, ELEVATIONS, ETC. PRIOR TO ORDERING, FABRICATION ETC.
  - NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & CONDITIONS.
  - REFERENCE ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, & PLUMBING PLANS FOR ADDITIONAL INFORMATION.
  - INSTALL COMPLETE SIDING SYSTEM ON SHEATHING & AIR/MOISTURE BARRIER. INSTALL SIDING TRIM, CAULK & FLASHING PER THE MANUFACTURER'S REQUIREMENTS.
  - THIN STONE VENEER TO BE INSTALLED PER MANUFACTURER'S REQUIREMENTS. MIN 2 LAYERS OF WEATHER RESISTANT BARRIER.
  - ALL WINDOW FRAMES, SILLS, DOOR FRAMES, DOOR SILLS, ALUM STOREFRONT SYSTEMS, LOWERS, EXTERIOR PENETRATIONS ETC. SHALL BE FULLY CAULKED AS REQUIRED FOR WATERPROOF PERFORMANCE. COLOR TO MATCH ADJACENT FINISH. UTILIZE CAULK TYPE RECOMMENDED BY MANUFACTURER FOR SPECIFIC JOINT MATERIAL & CONDITION.
  - ALL OPERABLE WINDOWS AT DWELLING UNITS TO HAVE OPENING CONTROL DEVICES.
  - DOWNSPUTS TO CONNECT TO UNDERGROUND COLLECTION SYSTEM. REFER TO CIVIL.
  - REFER TO SHEET A8.1 FOR WINDOW & DOOR TYPES.
  - REFER TO SHEET A8.1 FOR DOOR SCHEDULE.
  - MASONRY CONTROL JOINT LOCATIONS TO BE COORDINATED WITH ARCHITECT.
  - PROVIDE SHEET METAL OR FRP INSULATION PROTECTION AT EXTERIOR INSULATION AT GRADE. NUDO GROUND BREAKER OR EQUAL. COORDINATE WITH DETAILS. COLOR TO MATCH STONE & AS SELECTED BY ARCHITECT.
  - ALL FIBER CEMENT SIDING IS TO BE FIELD PAINTED. COLOR TO BE SELECTED BY OWNER/ARCHITECT.
  - ALL OUTSIDE CORNERS OF FIBER CEMENT SIDING IS TO RECEIVE 6" TRIM. INSIDE CORNERS TO RECEIVE 4".
  - ALL WINDOW TRIM AT SIDING TO BE MIN. 6". REFER TO DETAILS FOR BUILT UP SECTIONS.
  - ALL SIDING MATERIALS ARE TO EXTEND AROUND CORNERS.
  - ALL TRUSSES SHOWN IN SECTIONS ARE DIAGRAMATIC. TRUSS CONFIGURATION TO BE DETERMINED BY TRUSS MANUFACTURER. TRUSS MANUFACTURER TO PROVIDE CLEAR PATH FOR DUCTWORK WITH TRUSS SPACE. COORD. WITH MEP.

CJ = CONTROL JOINT  
ER = EIFS REVEAL

- EXTERIOR FINISHES**
- ARCHITECTURAL THIN STONE VENEER. TYPE 1. REFER TO SPECIFICATIONS.
  - THIN BRICK. COLOR TO BE SELECTED FROM MANUFACTURERS FULL RANGE OF COLORS.
  - METAL SOFFIT PANELS:  
SOFFIT MATRIX 12"  
MCELROY METAL OR EQUAL. COLOR TO BE SELECTED BY OWNER FROM MANUFACTURERS FULL RANGE OF COLORS.
  - ALUM STOREFRONT: ALL FRAMES & DOORS TO BE BRONZE.  
MAIN ENTRANCE TO MC, AL & EL TO HAVE ALUM. FRAME  
W/ WOOD GRAIN FRP DOORS. COLOR TO BE SELECTED BY ARCHITECT FROM FULL RANGE OF COLORS.
  - VINYL WINDOWS: WHITE.
  - RAILINGS AT ALL RESIDENT UNIT BALCONYS TO BE PRE-FINISHED ALUM. COLOR BLACK.
  - GUTTERS & DOWNSPOUTS: PRE-FINISHED ALUM. SELECTED FROM MANUF. FULL RANGE OF COLORS.
  - FIBER CEMENT SIDING:  
1. FIBER CEMENT LAP. JAMES HARDIE, HARDIE PLANK SMOOTH LAP SIDING.  
2. FIBER CEMENT VERTICAL. JAMES HARDIE SMOOTH PANEL, WITH SMOOTH BATTEN. BATTENS AT 12" O.C.  
3. FIBER CEMENT SHINGLE. JAMES HARDIE, HARDIESHINGLE STAGGERED EDGE PANEL.  
4. FIBER CEMENT TRIM. JAMES HARDIE, SMOOTH.  
ALL WINDOW & DOOR SURROUNDS TO BE 6" WIDE.



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEWAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264

PRELIMINARY  
NOT FOR  
CONSTRUCTION

**BUILDING ELEVATIONS - MC**

ISSUE DATE:  
8/4/2023

REVISIONS:

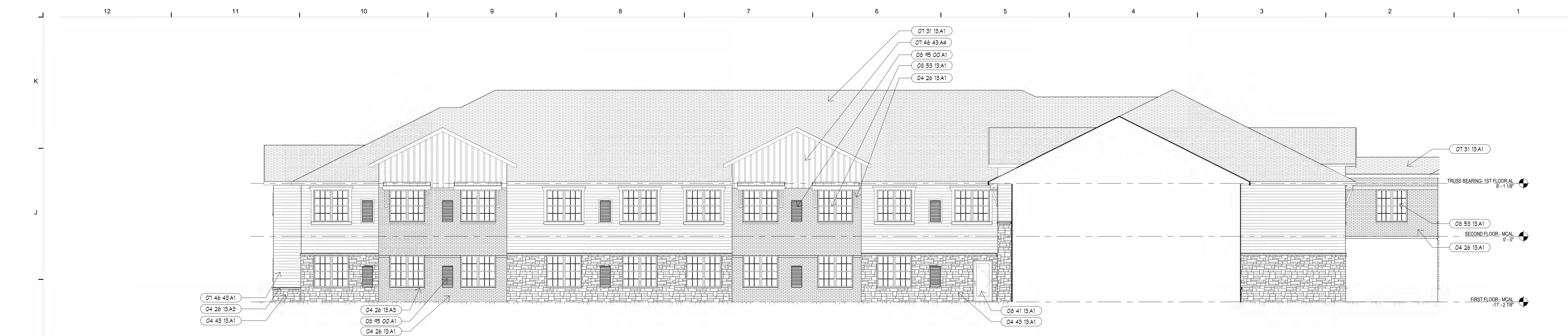
No.	Description	Date
-----	-------------	------

PROJECT NO.: 2106

**MCAL A2.1**

C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING.dtruskey\61P61.rvt  
8/3/2023 4:24:44 PM





**H12 AL - WEST ELEVATION**  
1/8" = 1'-0"



**E12 AL - SOUTH ELEVATION**  
1/8" = 1'-0"



**C12 AL - EAST ELEVATION**  
1/8" = 1'-0"



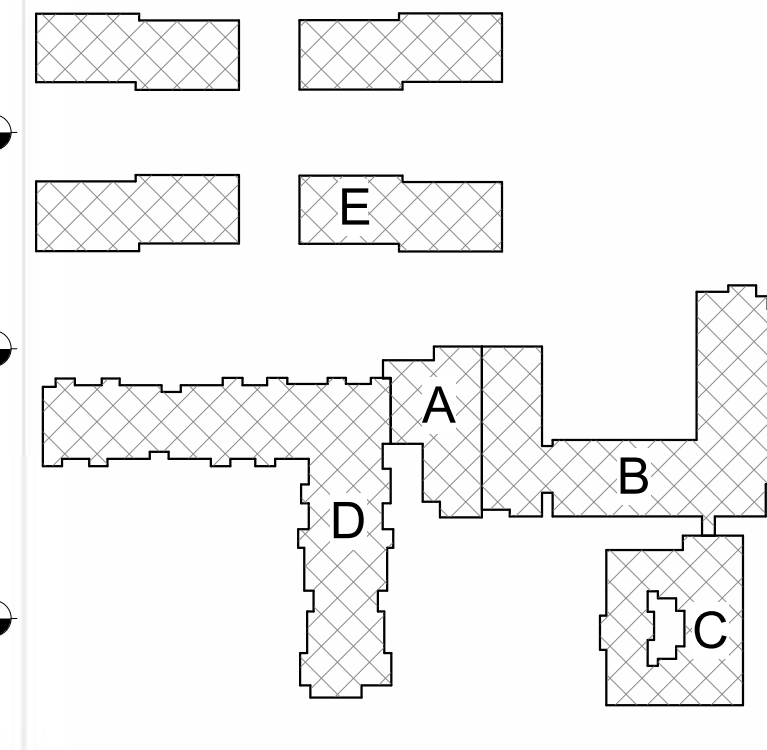
**A12 AL - NORTH ELEVATION**  
1/8" = 1'-0"

**KEYNOTES**

NUMBER	DESCRIPTION
04 26 19A1	THIN BRICK VENEER - RUNNING BOND 04 26 19
04 26 19A3	THIN BRICK VENEER - ROPLOCK 04 26 19
04 43 19A1	MANUFACTURED STONE VENEER TYPE 1 04 43 19
07 31 19A1	ARCHITECTURAL ASPHALT SHINGLE 07 31 19
07 46 43A1	FIBER CEMENT BOARD SIDING - HORIZONTAL LAP 07 46 43
07 46 43A3	FIBER CEMENT BOARD TRIM 07 46 43
07 46 43A4	FIBER CEMENT BOARD SIDING - VERTICAL BOARD 4 BAT 07 46 43
08 41 19A1	ALUMINUM STOREFRONT DOOR 4 FRAME RE: SCHED. 08 41 19
08 53 19A1	PRE-FINISHED VINYL WINDOW 08 53 19
08 53 00A1	MECHANICAL VENT. COLOR TO MATCH ADJACENT MATERIAL. RE: MEP

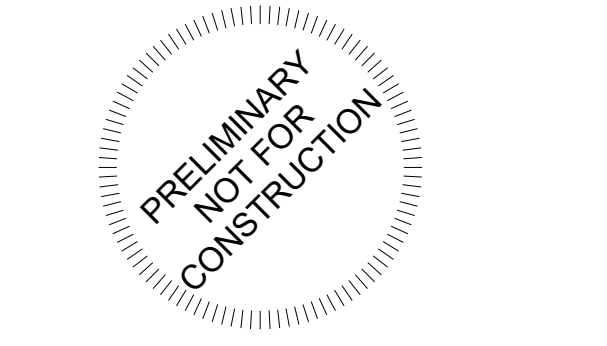
- ELEVATION GENERAL NOTES**
- ALL ROOFTOP EQUIPMENT TO BE SCREENED ON ALL SIDES.
  - ALL SIGNAGE TO BE PERMITTED SEPARATELY.
  - ALL WORK TO MEET APPLICABLE BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, ADA/HANDICAP ACCESSIBILITY, & LIFE SAFETY CODE REQUIREMENTS.
  - THE GENERAL CONTRACTOR, & ALL SUBCONTRACTORS, SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO ALL BUILDING SPECIFIC REQUIREMENTS & EXTENTS OF THE WORK PRIOR TO BIDDING. NO CHANGES IN THE CONTRACT WILL BE CONSIDERED FOR INFORMATION DISCREPANCIES FROM THE DRAWINGS.
  - DO NOT SCALE DRAWINGS. FIELD VERIFY ALL CONDITIONS, DIMENSIONS, ELEVATIONS, ETC. PRIOR TO ORDERING FABRICATION ETC.
  - NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THE PROJECT DOCUMENTS & CONDITIONS.
  - REFERENCE ARCHITECTURAL, CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL & PLUMBING PLANS FOR ADDITIONAL INFORMATION.
  - INSTALL COMPLETE SIDING SYSTEM ON SHEATHING & AIR-MOISTURE BARRIER. INSTALL SIDING, TRIM, CAULK & FLASHING PER THE MANUFACTURERS REQUIREMENTS.
  - THIN STONE VENEER TO BE INSTALLED PER MANUFACTURER'S REQUIREMENTS WITH 2 LAYERS OF WEATHER RESISTANT BARRIER.
  - ALL WINDOW FRAMES, SILLS, DOOR FRAMES, DOOR SELLS, ALUM STOREFRONT SYSTEMS, LOUVERS, EXTERIOR PENETRATIONS ETC. SHALL BE FULLY CAULKED AS REQUIRED FOR WATERPROOF PERFORMANCE. COLOR TO MATCH ADJACENT FINISH. UTILIZE CAULK TYPE RECOMMENDED BY MANUFACTURER FOR SPECIFIC JOINT MATERIAL & CONDITION.
  - ALL OPERABLE WINDOWS AT DWELLING UNITS TO HAVE OPENING CONTROL DEVICES.
  - DOWNSPOUTS TO CONNECT TO UNDERGROUND COLLECTION SYSTEM. REFER TO CIVIL.
  - REFER TO SHEET AB.1 FOR WINDOW & DOOR TYPES.
  - REFER TO SHEET AB.1 FOR DOOR SCHEDULE.
  - MASONRY CONTROL JOINT LOCATIONS TO BE COORDINATED WITH ARCHITECT.
  - PROVIDE SHEET METAL OR FRP INSULATION PROTECTION AT EXTERIOR INSULATION AT GRADE. NUDD GROUND BREAKER OR EQUAL. COORDINATE WITH DETAILS. COLOR TO MATCH STONE & AS SELECTED BY ARCHITECT.
  - ALL FIBER CEMENT SIDING IS TO BE FIELD PAINTED. COLOR TO BE SELECTED BY OWNER/ARCHITECT.
  - ALL OUTSIDE CORNERS OF FIBER CEMENT SIDING IS TO RECEIVE 6" TRIM. INSIDE CORNERS TO RECEIVE 4".
  - ALL WINDOW TRIM AT SIDING TO BE MIN. 6". REFER TO DETAILS FOR BUILT UP SECTIONS.
  - ALL SIDING MATERIALS ARE TO EXTEND AROUND CORNERS.
  - ALL TRUSSES SHOWN IN SECTIONS ARE DIAGRAMATIC. TRUSS CONFIGURATION TO BE DETERMINED BY TRUSS MANUFACTURER. TRUSS MANUFACTURER TO PROVIDE CLEAR PATH FOR DUCTWORK WITH TRUSS SPACE. COORD. WITH MEP.
- CJ + CONTROL JOINT  
ER + EIFS REVEAL

- EXTERIOR FINISHES**
- ARCHITECTURAL THIN STONE VENEER TYPE 1 REFER TO SPECIFICATIONS.
  - THIN BRICK: COLOR TO BE SELECTED FROM MANUFACTURERS FULL RANGE OF COLORS.
  - METAL SOFFIT PANELS:  
SOFFIT MATRIX 12"  
MCELROY METAL OR EQUAL. COLOR TO BE SELECTED BY OWNER FROM MANUFACTURERS FULL RANGE OF COLORS.
  - ALUM STOREFRONT: ALL FRAMES & DOORS TO BE BRONZE  
MAIN ENTRANCE TO MC AL 4 IL TO HAVE ALUM. FRAME  
W/ WOOD GRAIN FRP DOORS. COLOR TO BE SELECTED BY ARCHITECT FROM FULL RANGE OF COLORS.
  - VINYL WINDOWS: WHITE
  - RAILINGS AT ALL RESIDENT UNIT BALCONYS TO BE PRE-FINISHED ALUM. COLOR BLACK.
  - GUTTERS & DOWNSPOUTS: PRE-FINISHED ALUM. SELECTED FROM MANUF. FULL RANGE OF COLORS.
  - FIBER CEMENT SIDING:  
1. FIBER CEMENT LAP: JAMES HARDIE, HARDIE PLANK SMOOTH LAP SIDING  
2. FIBER CEMENT VERTICAL: JAMES HARDIE SMOOTH PANEL, WITH SMOOTH BATTEN. BATTENS AT 12" O.C.  
3. FIBER CEMENT SHINGLE: JAMES HARDIE, HARDIESHINGLE STAGGERED EDGE PANEL  
4. FIBER CEMENT TRIM: JAMES HARDIE, SMOOTH. ALL WINDOW & DOOR SURROUNDS TO BE 6" WIDE.



**ARNOLD SENIOR LIVING**  
NE CORNER OF VOGEL RD & OLD LEWAY FERRY RD  
ARNOLD, JEFFERSON COUNTY, MISSOURI 63010

SEAL  
ARCHITECT - TIMOTHY O. K. WILSON  
9264



**BUILDING ELEVATIONS - AL**

ISSUE DATE:  
8/4/2023

REVISIONS:

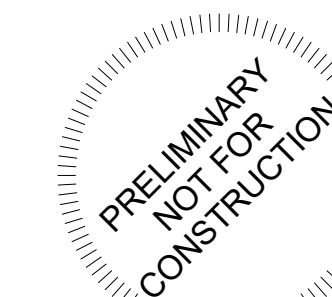
No.	Description	Date
-----	-------------	------

PROJECT NO.: 2106

**MCAL A2.2**

C:\Users\dtruskey\Documents\ORD\_ARNOLD - 01 SENIOR LIVING.dtruskey\6\FR.rvt  
8/3/2023 4:27:36 PM





KEYNOTES

NUMBER	DESCRIPTION
1	PLAN KEYNOTE SYMBOL
2	REFER TO FOOD SERVICE DRAWINGS FOR EQUIPMENT
3	PARTIAL HEIGHT WALL WITH WOOD CAP. REFER TO ELEVATIONS
4	ONE PIECE MOLDED SHOWER UNIT WITH HORIZ. & VERT GRAB BAR, CURTAIN ROD, COLLAPSIBLE THRESHOLD & SEAT. COORD. ROUGH OPENING WITH MANUFACTURER. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.
5	ONE PIECE MOLDED SHOWER UNIT W/ HORIZ. & VERT GRAB BAR, CURTAIN ROD & COLLAPSIBLE THRESHOLD. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.
6	GYPSPUM BOARD AS PART OF FIRE RATED WALL ASSEMBLY TO BE INSTALLED PRIOR TO SETTING OF SHOWER UNIT. LAMINATE ADDITIONAL GYPSPUM BOARD ABOVE WALL FIN.
7	ELECTRONIC MEMORY FRAME. PROVIDE RECESSED RECEPTACLE COORD. W/ MEP & LOW VOLTAGE DOCUMENTS.
8	SHOWER CONTROL AREA & HAND HELD ADA SHOWER. RE: PLUMBING.
9	FL LAM TOP W/ 4" 2" DIA. METAL LEGS.
10	RECEPTACLE AT END OF CABINET. RE: MEP.
11	CABINET 24" DEEP.
12	FURRED OUT WALL. 2X FRAMING W/ 5/8" GYPSPUM BOARD ON ONE FACE. FURRING TO BE INSTALLED OVER GYPSPUM BOARD OF ADJACENT FIRE RATED WALL ASSEMBLY.
13	SHOWER CONTROL LOCATION.
14	ROLL IN ACCESSIBLE SHOWER W/ HORIZ. & VERT GRAB BARS, ADJUSTABLE SHOWER HEAD, COLLAPSIBLE THRESHOLD & CURTAIN ROD.
15	WALLS INDICATED ARE TO RECEIVE WOOD TREM MAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
16	ALIGN FRAMING @ EXT. WALL. PROVIDE INT. FINISH MATERIALS AS ADJACENT INT. WALLS.
17	REMOVABLE FRONT. EXTEND FLOORING UNDER CABINET.

ENLARGED PLAN & ELEVATION NOTES

NOT ALL NOTES MAY BE USED ON THIS SHEET.

- PLAN KEYNOTE SYMBOL
- REFER TO FOOD SERVICE DRAWINGS FOR EQUIPMENT
- PARTIAL HEIGHT WALL WITH WOOD CAP. REFER TO ELEVATIONS
- ONE PIECE MOLDED SHOWER UNIT WITH HORIZ. & VERT GRAB BAR, CURTAIN ROD, COLLAPSIBLE THRESHOLD & SEAT. COORD. ROUGH OPENING WITH MANUFACTURER. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.
- ONE PIECE MOLDED SHOWER UNIT W/ HORIZ. & VERT GRAB BAR, CURTAIN ROD & COLLAPSIBLE THRESHOLD. CONTRACTOR TO VERIFY LEFT & RIGHT HAND UNITS.
- GYPSPUM BOARD AS PART OF FIRE RATED WALL ASSEMBLY TO BE INSTALLED PRIOR TO SETTING OF SHOWER UNIT. LAMINATE ADDITIONAL GYPSPUM BOARD ABOVE WALL FIN.
- ELECTRONIC MEMORY FRAME. PROVIDE RECESSED RECEPTACLE COORD. W/ MEP & LOW VOLTAGE DOCUMENTS.
- SHOWER CONTROL AREA & HAND HELD ADA SHOWER. RE: PLUMBING.
- FL LAM TOP W/ 4" 2" DIA. METAL LEGS.
- RECEPTACLE AT END OF CABINET. RE: MEP.
- CABINET 24" DEEP.
- FURRED OUT WALL. 2X FRAMING W/ 5/8" GYPSPUM BOARD ON ONE FACE. FURRING TO BE INSTALLED OVER GYPSPUM BOARD OF ADJACENT FIRE RATED WALL ASSEMBLY.
- SHOWER CONTROL LOCATION.
- ROLL IN ACCESSIBLE SHOWER W/ HORIZ. & VERT GRAB BARS, ADJUSTABLE SHOWER HEAD, COLLAPSIBLE THRESHOLD & CURTAIN ROD.
- WALLS INDICATED ARE TO RECEIVE WOOD TREM MAINSCOT. PAINT. REFER TO INTERIOR DESIGN DRAWINGS.
- ALIGN FRAMING @ EXT. WALL. PROVIDE INT. FINISH MATERIALS AS ADJACENT INT. WALLS.
- REMOVABLE FRONT. EXTEND FLOORING UNDER CABINET.

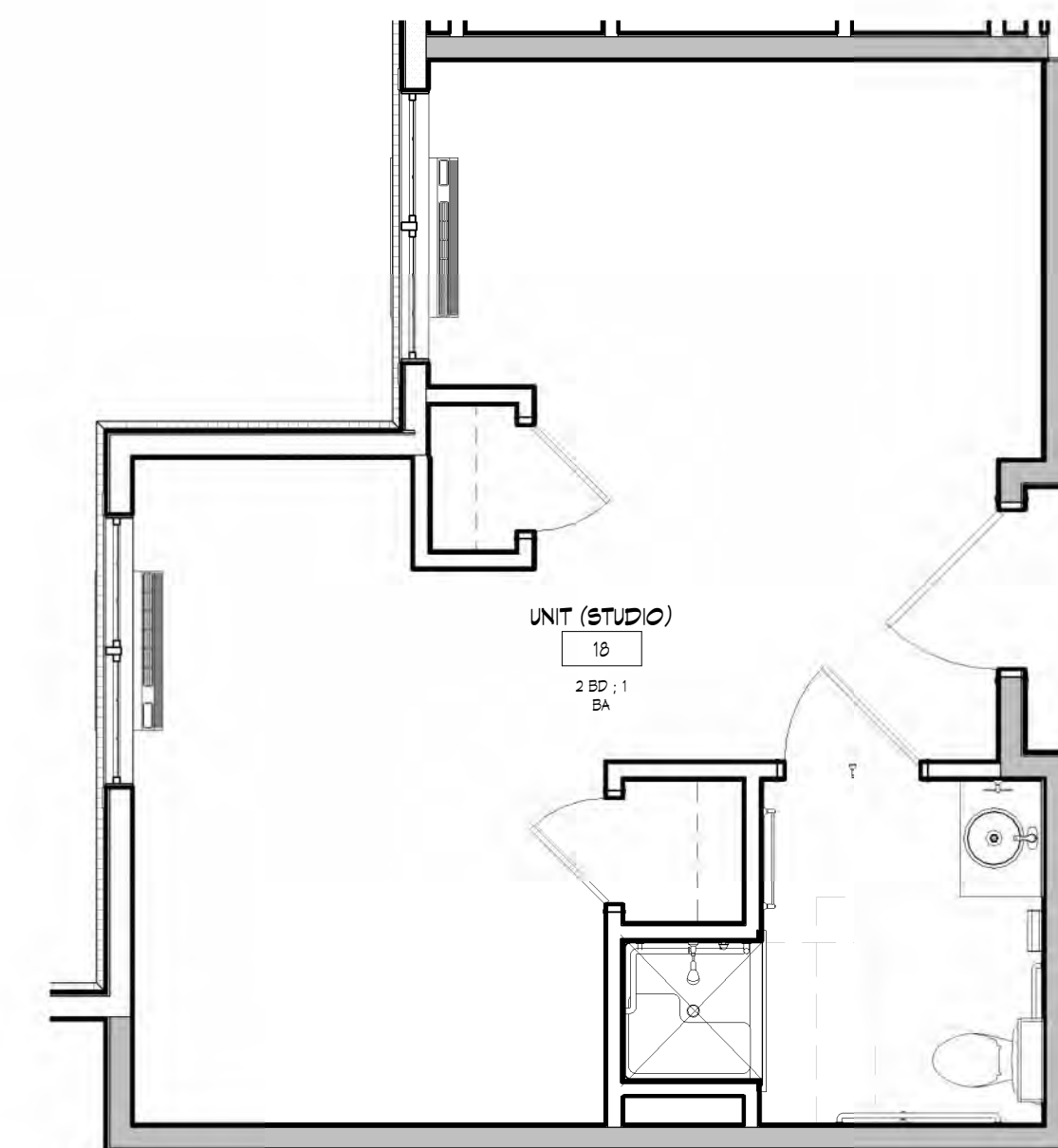
GENERAL NOTES

- COORDINATE CABINETS INSTALLATION AS REQUIRED PRIOR TO FABRICATION. CONSTRUCT WALLS W/ ROUGH OPENINGS AS NEEDED FOR SIZES OF CABINETS INDICATED. INSTALL MATCHING WOOD SCRIBE AT ALL CABINET BACK, WALL JOINTS. REFER TO MATERIAL SCHEDULE & SPEC. SECTION 129930.
- INTERIOR ELEVATION DIMENSIONS ARE FROM FACE OF FINISH.
- PRIOR TO FABRICATION OF CASEWORK, CONTRACTOR SHALL FIELD VERIFY ACTUAL FINISHED WALL DIMENSIONS.
- PROVIDE FINISHED SURFACES ON CABINETS & COUNTERTOPS WHERE EXPOSED TO VIEW.
- UTILIZE 5/8" FIRE RATED MOISTURE / MOLD RESISTANT G.B. ON WALLS OF KITCHEN, BATHROOMS, & SPA.
- UTILIZE 2X WOOD BLOCKING AS REQUIRED FOR INSTALLATION OF CABINETS, ACCESSORIES, ETC. ALL COLORS, FINISHES, ETC. TO BE COORDINATED WITH THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.
- CAULK ALL COUNTERTOP & BACKSPLASH / G.B. WALL JOINTS. CAULK TO BE CLEAR.
- INSTALL FLOORING PRIOR TO CABINETS.
- ALL SINKS TO BE SET IN BED OF SEALANT.
- INSTALL ONE PIECE SHOWER BASE AFTER FIRE RATED WALL GYPSPUM BOARD (G.B.) IS INSTALLED. INSTALL ONE ADDITIONAL LAYER OF G.B. FLUSH W/ ADJACENT WALL (ADJUST STUD DEPTH AS NEEDED), ON FIRE RATED WALL TO COVER SHOWER NAILING FINIS. TYPICAL ALL SIMILAR LOCATIONS.
- GYPSPUM FLOOR SYSTEM TO EXTEND UNDER ALL SHOWER BASES.
- PROVIDE COLLAPSIBLE THRESHOLD AT ALL SHOWERS.
- SHOWER GRAB BARS TO BE 10" VERT. & HORIZ. BAR ALONG THE CONTROL WALL & MIN 18" FROM THE CONTROL WALL.
- PROVIDE SOLID BLOCKING AT ALL SIDES OF SHOWERS FOR SCHEDULED & FUTURE GRAB BARS SEAT LOCATIONS.
- REFER TO 3D SHEETS FOR FINISH MATERIAL INFORMATION.
- ALL MIRRORS TO BE FULL WIDTH OF VANITY. ALL MIRRORS TO USE CLIPS FOR INSTALLATION.
- FINISH DESIGNATION
- REFERENCE INTERIOR DESIGN DRAWINGS FOR TILE PATTERN.
- ⊕ DENOTES LOCK @ CABINET.

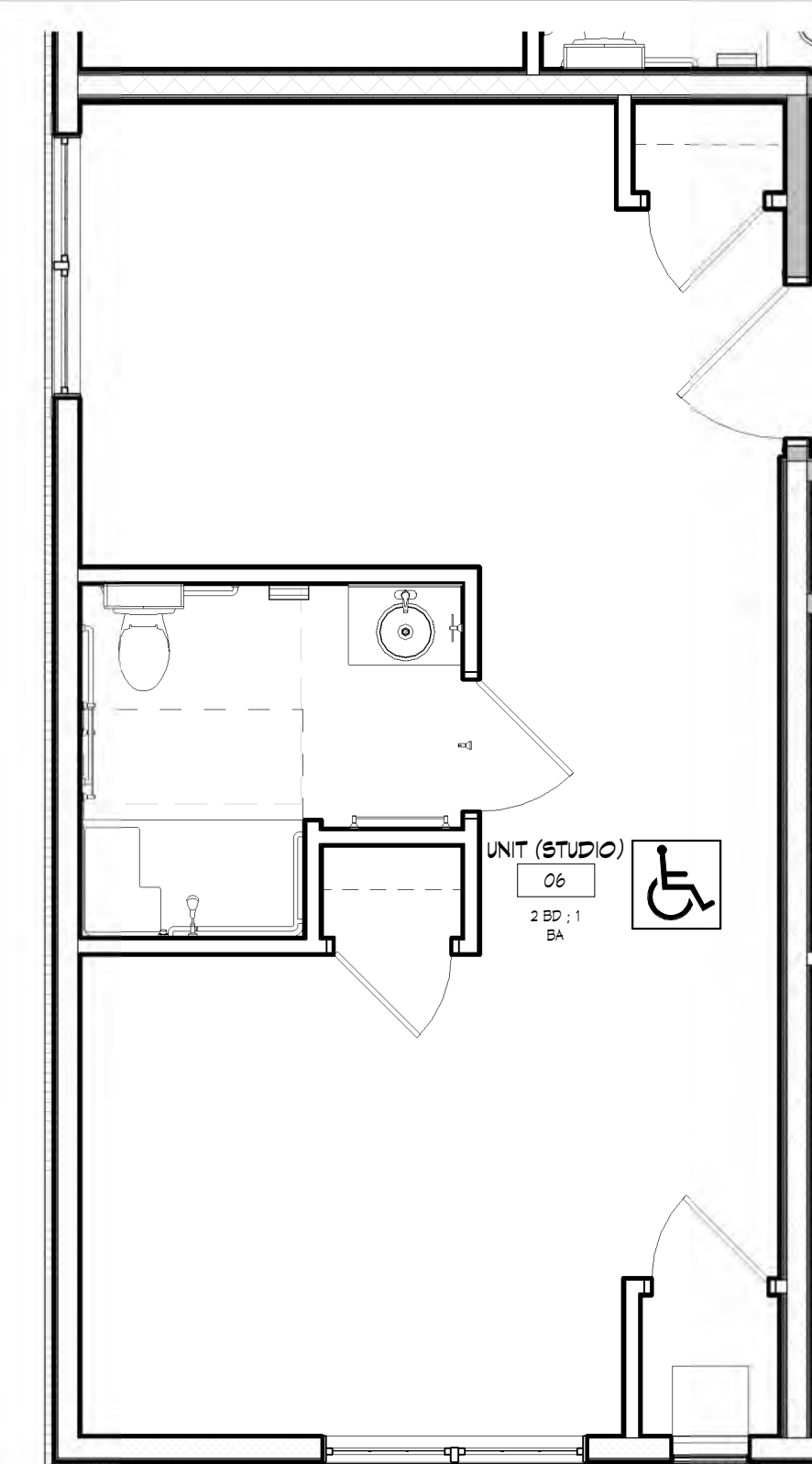
TOILET ACCESSORIES LEGEND

NOTE: CONTRACTOR SHALL INSTALL ALL REQUIRED LOCKING FOR A PROPER INSTALLATION OF TOILET ACCESSORIES. REFER TO SPEC. SECTION 102800 FOR ADDITIONAL INFORMATION.

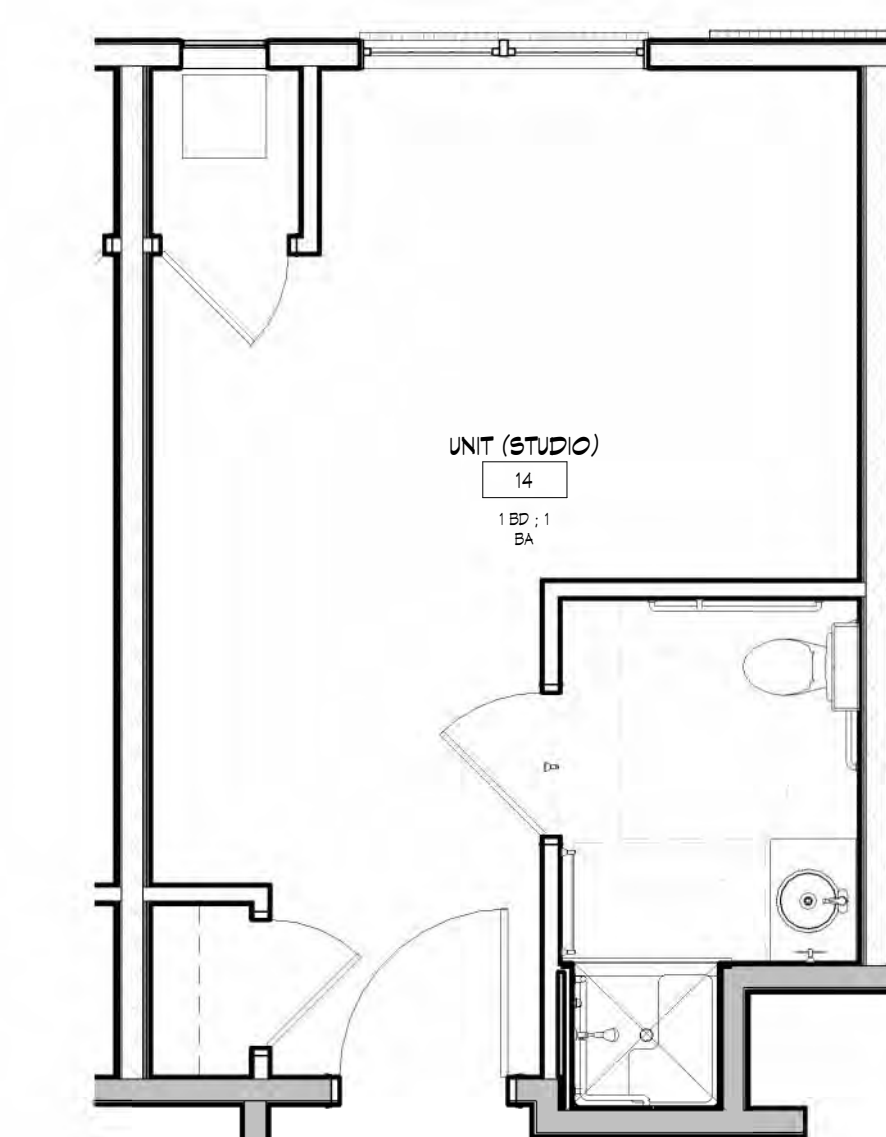
- |       |                              |
|-------|------------------------------|
| ⊕     | ACCESSORY NOTE SYMBOL        |
| TA-1  | TOILET PAPER HOLDER          |
| TA-2  | PAPER TOWEL HOLDER           |
| TA-3  | 36" GRAB BAR                 |
| TA-4  | 42" GRAB BAR                 |
| TA-5  | 18" VERTICAL GRAB BAR        |
| TA-6  | MIRROR                       |
| TA-7  | ROBE HOOK                    |
| TA-8  | TOWEL RING                   |
| TA-9  | MEDICINE CABINET             |
| TA-10 | 24" TOWEL BAR                |
| TA-11 | SOAP DISPENSER (BY OWNER)    |
| TA-12 | MIRROR (BY OWNER)            |
| TA-13 | PAPER TOWEL DISPENSER (OFCZ) |



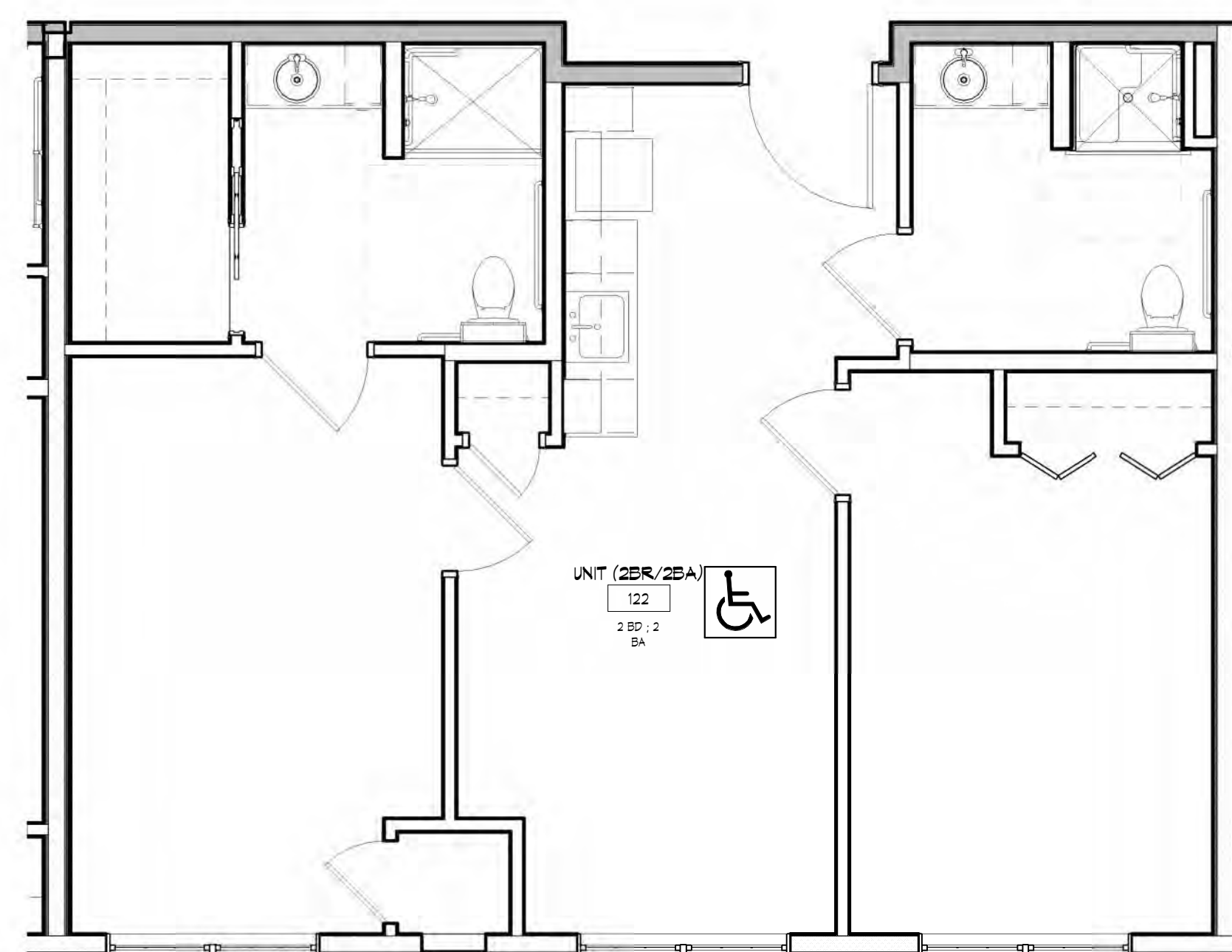
**G3** MC UNIT TYPE D - SHARED  
1/4" = 1'-0"



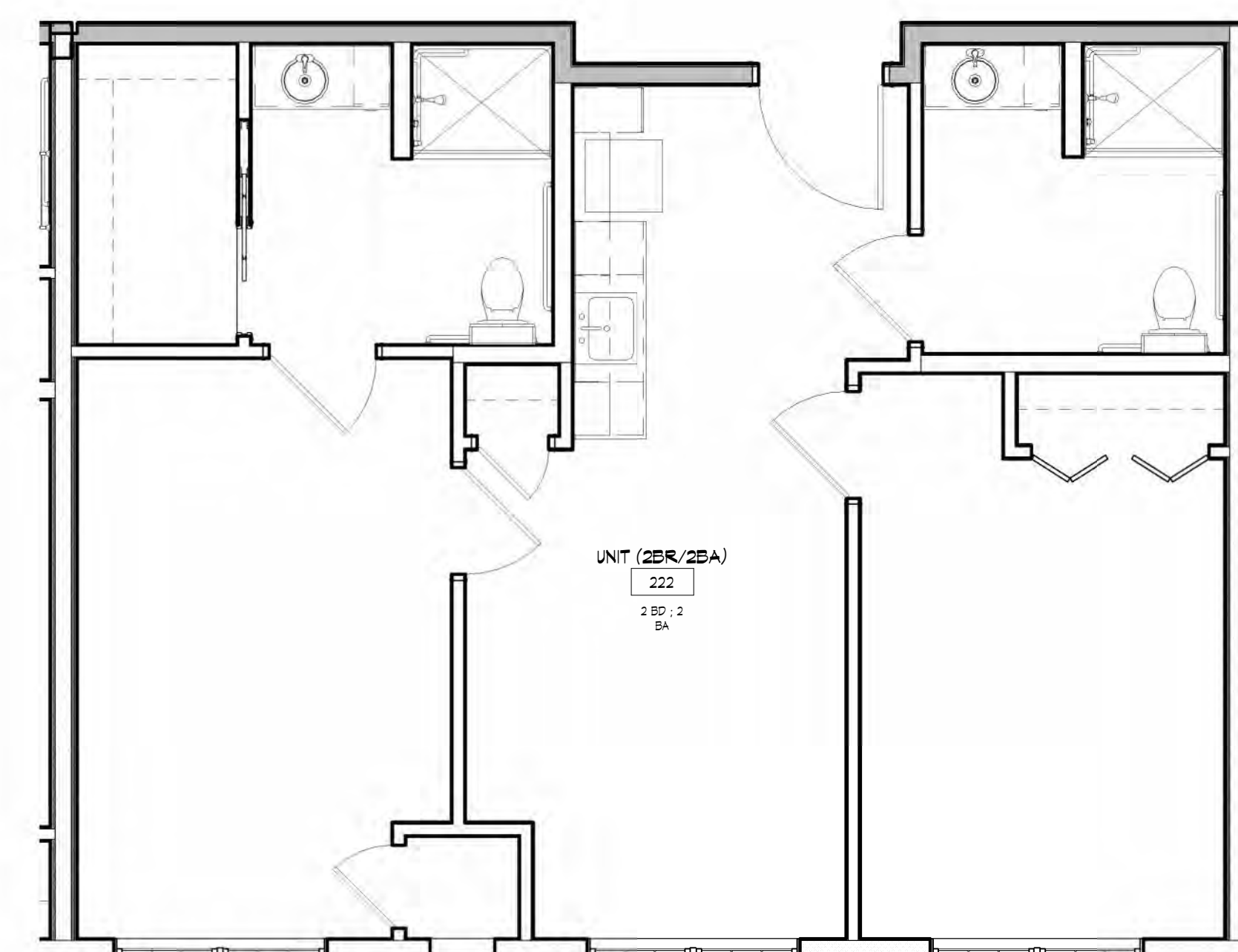
**D3** MC UNIT TYPE E - SHARED (ACCESSIBLE)  
1/4" = 1'-0"



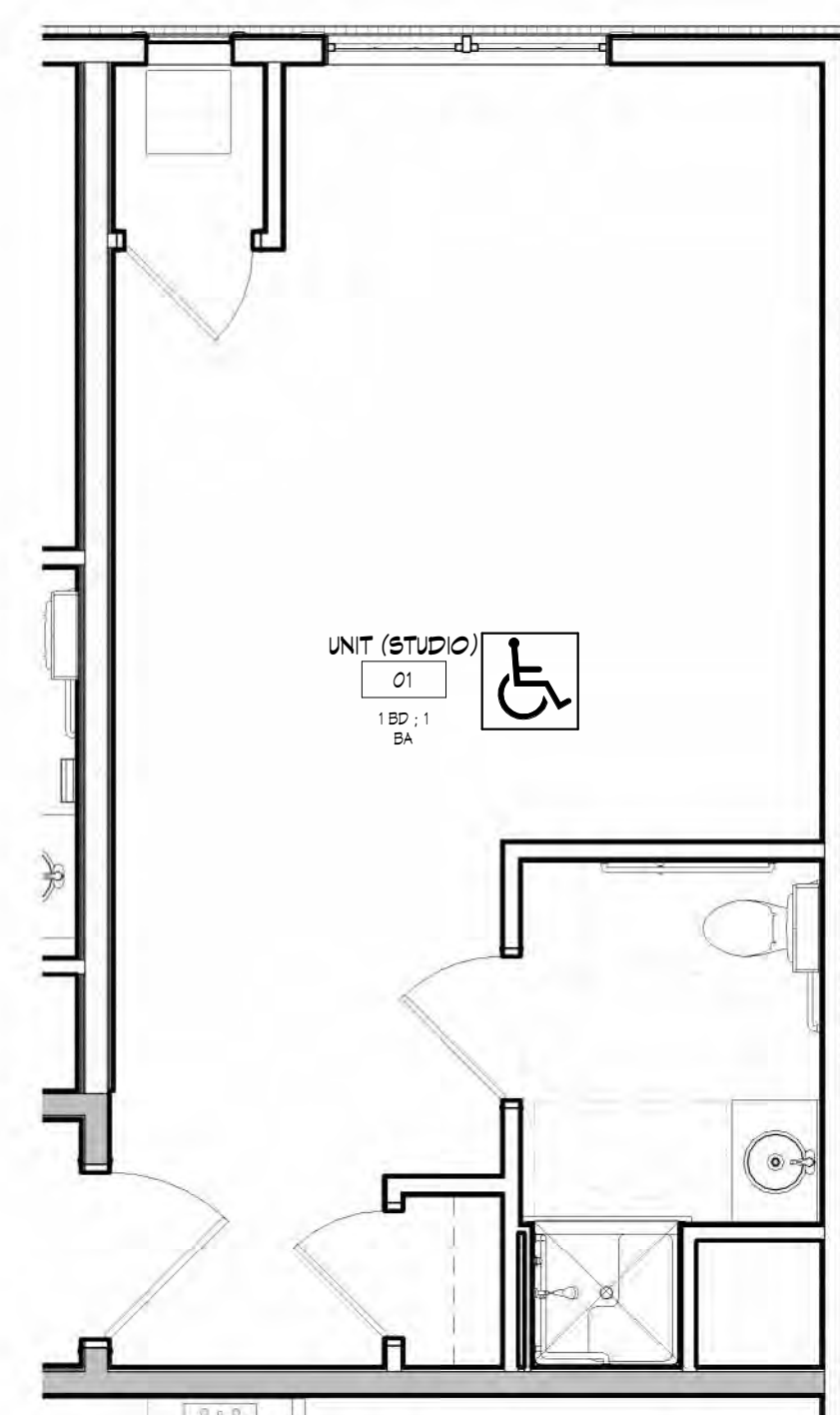
**A3** MC UNIT TYPE A - STUDIO  
1/4" = 1'-0"



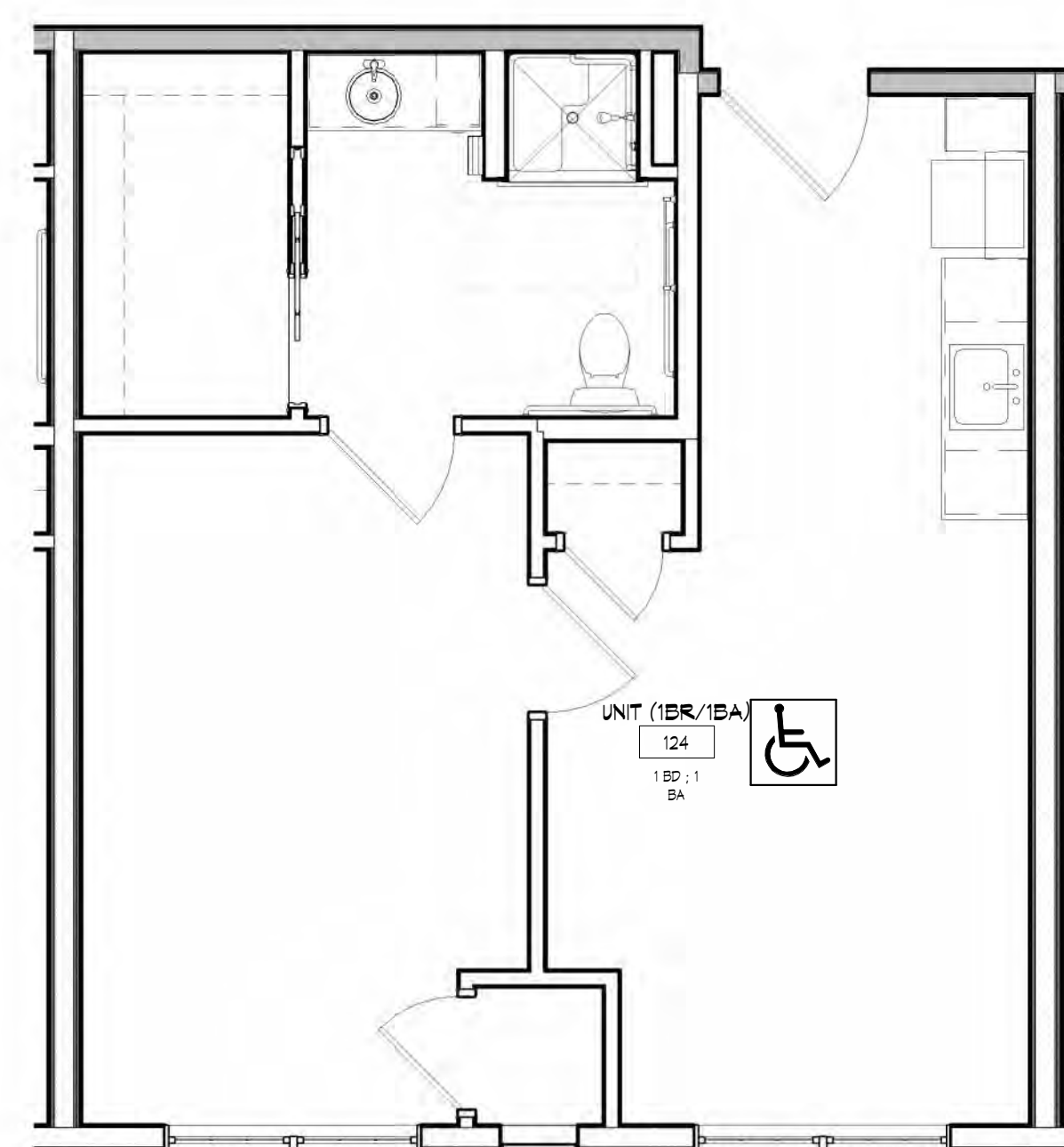
**G6** AL UNIT TYPE K - 2 BDRM (ACCESSIBLE)  
1/4" = 1'-0"



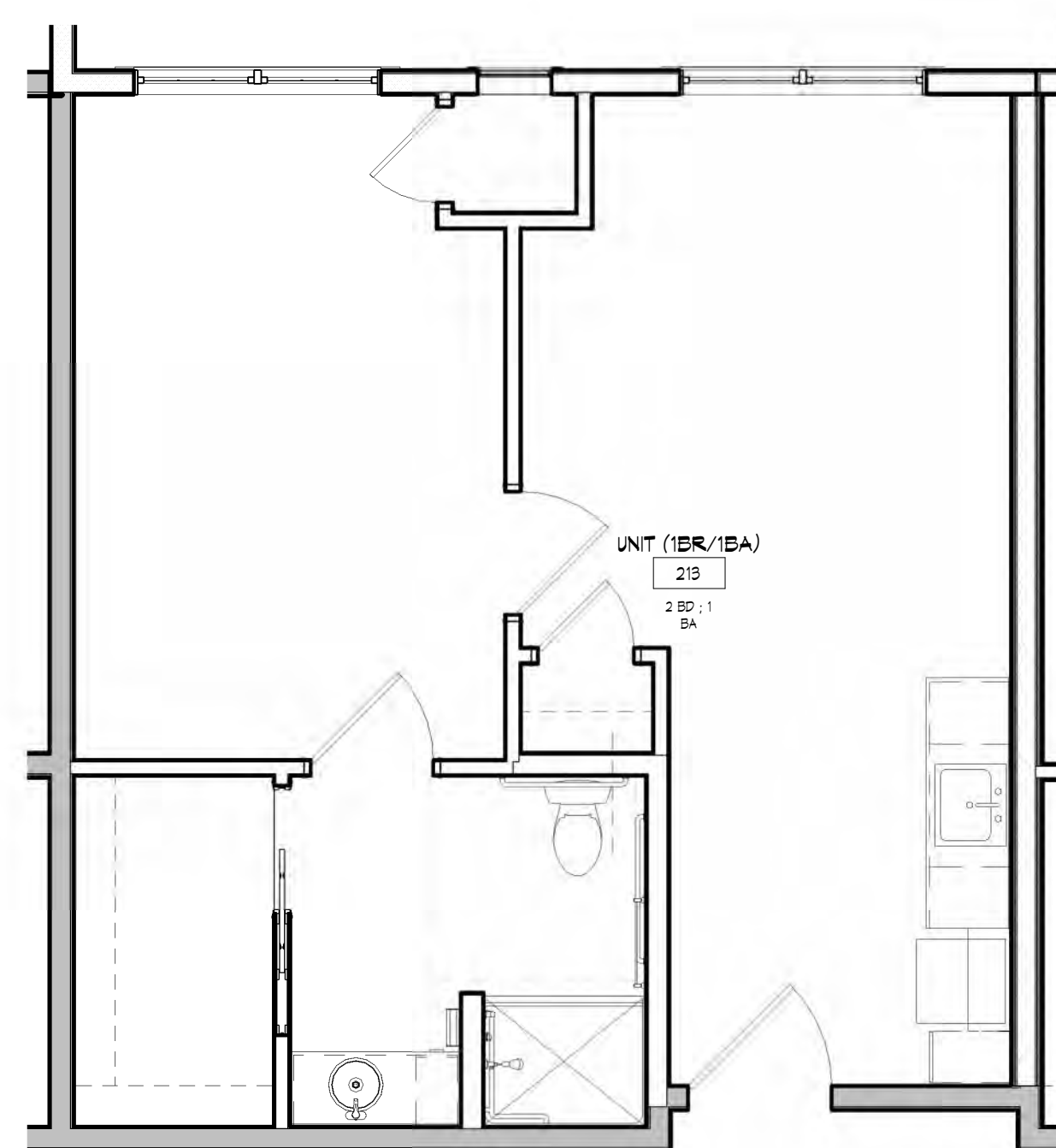
**D6** AL UNIT TYPE J - 2 BDRM  
1/4" = 1'-0"



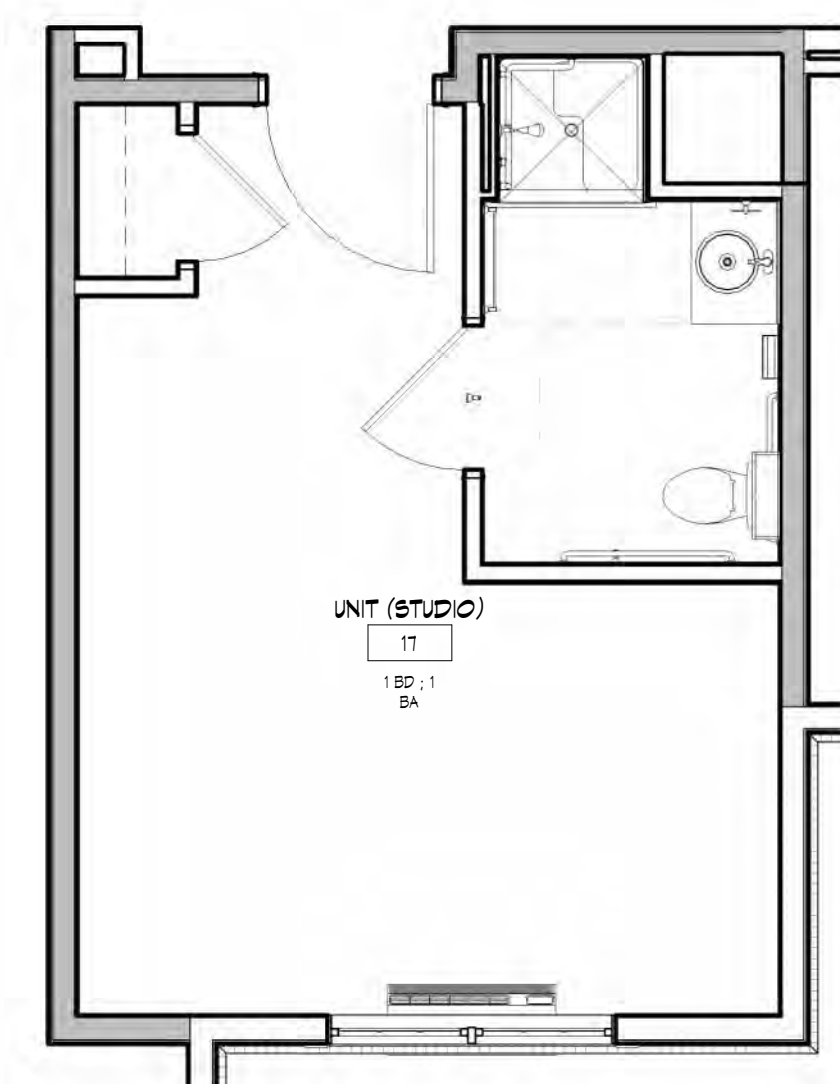
**A6** MC UNIT TYPE B - STUDIO (ACCESSIBLE)  
1/4" = 1'-0"



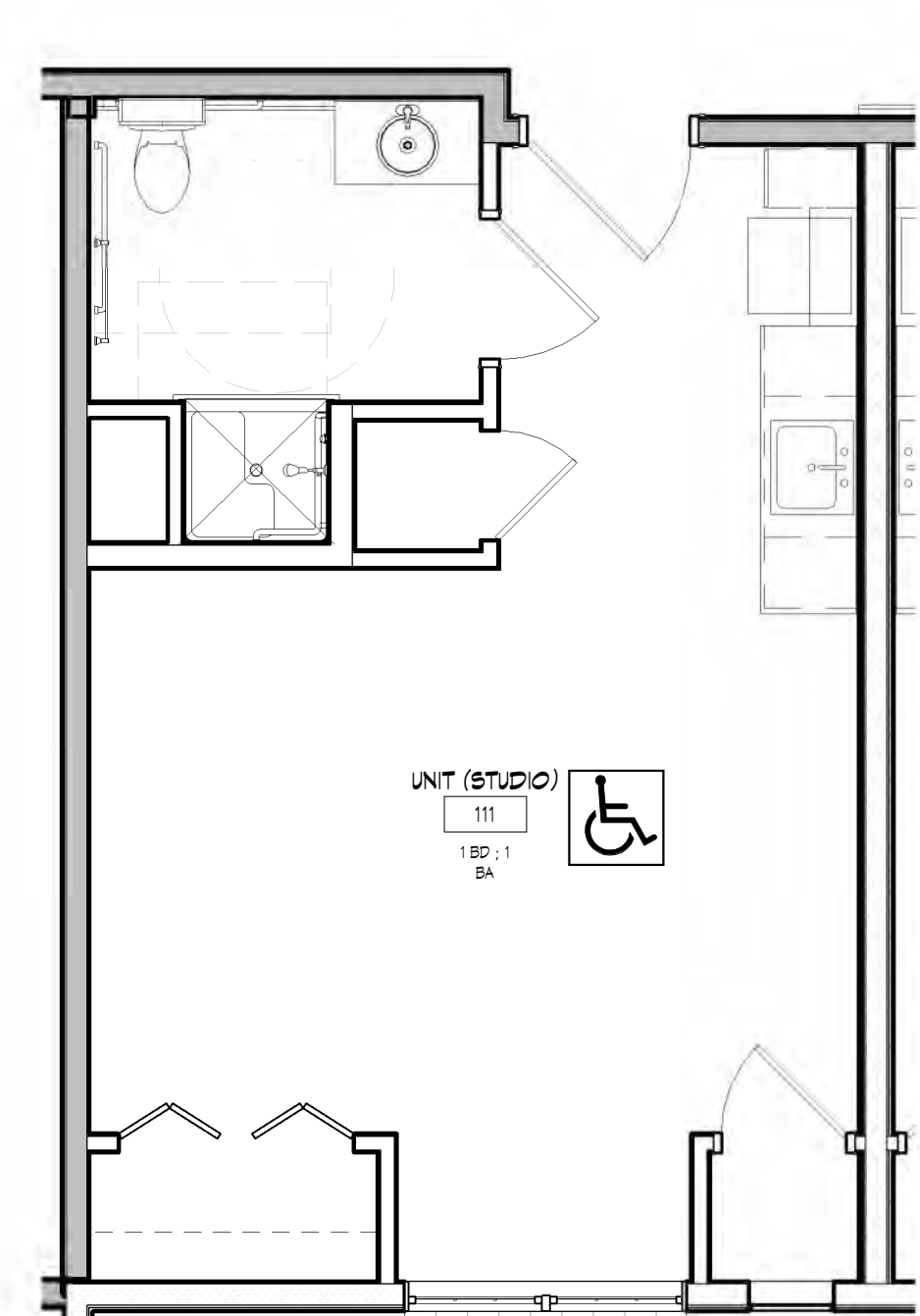
**G9** AL UNIT TYPE F - 1 BDRM (ACCESSIBLE)  
1/4" = 1'-0"



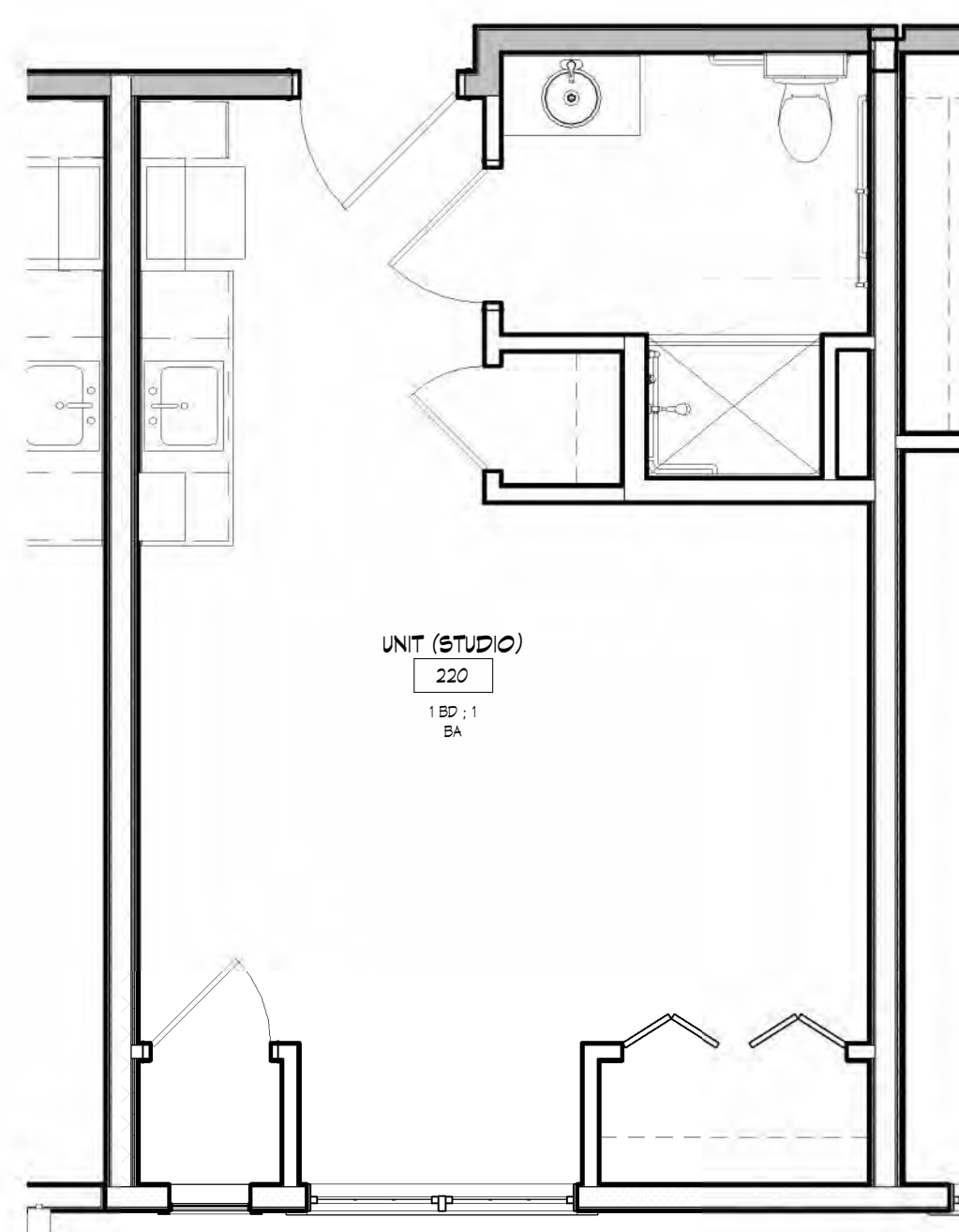
**D9** AL UNIT TYPE F - 1 BDRM  
1/4" = 1'-0"



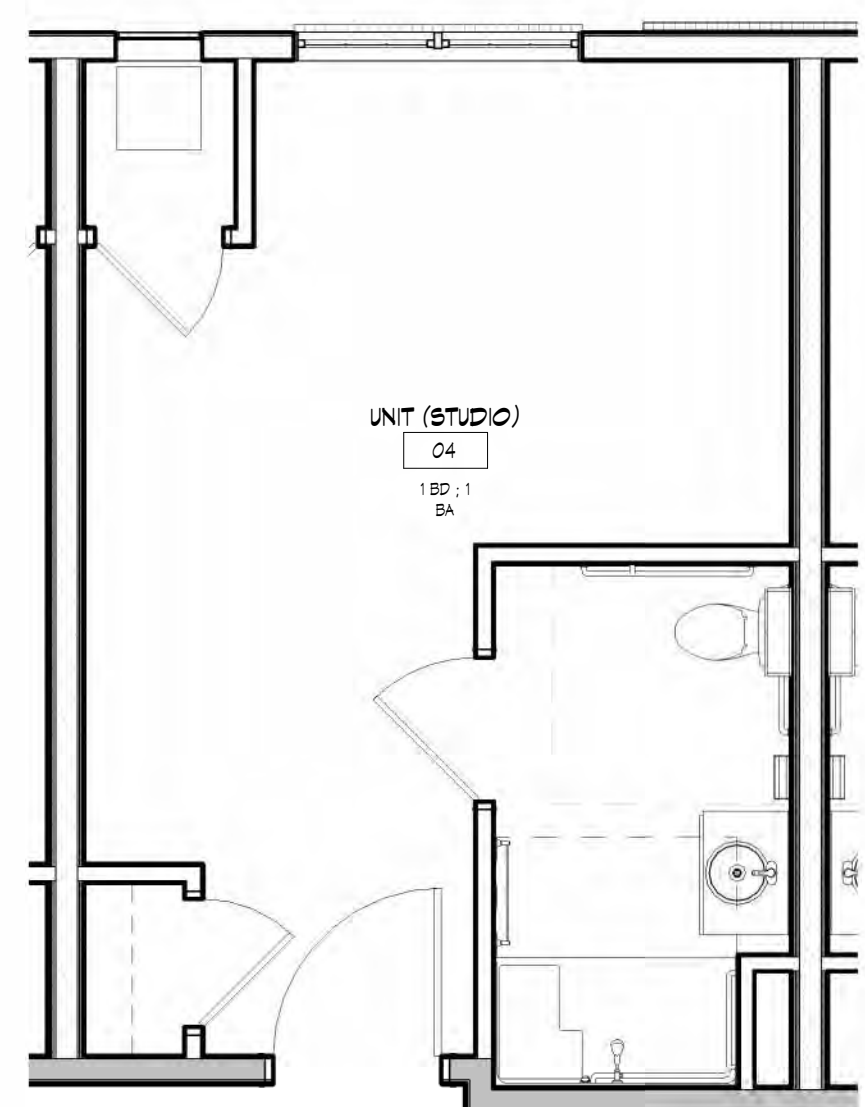
**A9** MC UNIT TYPE C - STUDIO  
1/4" = 1'-0"



**G12** AL UNIT TYPE F.2 - STUDIO (ACCESSIBLE)  
1/4" = 1'-0"



**D12** AL UNIT TYPE F.2 - STUDIO  
1/4" = 1'-0"



**A12** MC UNIT TYPE A.1  
1/4" = 1'-0"

**REAL ESTATE SALE AGREEMENT**

**by and between**

**Gail A. Gabrielson and Donna M. Hahn, co-trustees of the Alvin J. Burkard Sr. Trust UIT  
11/24/99, and Gail A. Gabrielson and Donna M. Hahn, co-trustees of the Laverne E. Burkard Trust  
UIT 11/24/99, as tenants-in-common**

**collectively, as Seller**

**and**

**Arnold Senior Living, LLC, its assignee or nominee**

**as Purchaser**

**August 18, 2023**



## REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "Agreement") is made and entered into as of August \_\_\_, 2023 ("Effective Date") by and between GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE ALVIN J. BURKARD SR. TRUST UIT 11/24/99, AND GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE LAVERNE E. BURKARD TRUST UIT 11/24/99, as tenants in common (collectively, the "Seller") and ARNOLD SENIOR LIVING, LLC, a Missouri limited liability company, its successors and assigns (the "Purchaser").

### PRELIMINARY STATEMENTS

A. Seller is the fee simple owner of the real estate and related assets hereinafter described; and

B. Seller desires to sell, and Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. Property.

The real estate which is the subject of this Agreement consisting of approximately fifteen (15) acres of land located in Jefferson County, Missouri, is depicted on Exhibit A attached hereto and is identified as Parcel ID 02-7.0-36.0-3-001-001.04, together with all improvements located thereon and all of Seller's right, title and interest in and to any and all fixtures attached thereto; all rights, benefits, privileges, easements, rights of way, and other appurtenances to such land; all air and subsurface rights and other rights, if any, pertaining thereto including without limitation, all oil, gas and mineral rights of Seller, if any, in and to such land; and all of Seller's rights in and to strips and gores and any land lying in the bed of any public right of way adjacent to such land and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue (collectively, the "Property"). The parties hereto acknowledge and agree that the final legal description of the Property, which may be more or less than fifteen (15) acres, shall be determined by the Survey, as set forth in Section 8.

2. Personal Property, Service Contracts and Leases.

(a) There is no tangible personal property constituting part of the Property.

(b) There are no service contracts ("Service Contracts") affecting the Property.

(c) There are no leases, licenses, occupancy or use, and rental agreements ("Leases") between Seller, as landlord, licensor, or grantor, and tenants or other occupants or users of the Property in effect as of the Effective Date or any time through the Closing (as defined below), except as set forth in the Title Commitment (as defined below).

3. Sale/Conveyance and Assignment.

Seller agrees to sell, convey and assign to Purchaser, and Purchaser agrees to buy from Seller, at the price and upon the other terms and conditions hereafter set forth the Property.

4. **Transfer of Title.**

(a) Title to the Property shall be conveyed to Purchaser by a special warranty deed (the "**Deed**") executed by Seller, in the form attached hereto as **Exhibit C.**

5. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be One Million Six Hundred Fifty Thousand and No/100 Dollars (\$1,650,000.00) (the "**Purchase Price**") payable by Purchaser to Seller as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the "**Escrow**") established with Hillsboro Title Company, 356 Festus Centre Drive, Festus, MO 63028, Attn: Sallee Abeln (the "**Escrow Agent**"), as issuing agent for a national title insurance company ("**Title Insurer**"), the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "**Earnest Money**") in the Escrow. If requested by Purchaser, any Earnest Money that is deposited shall be invested while held in Escrow in United States treasury obligations or such other interest bearing accounts or other insured investment but only as are directed and approved by the Purchaser in writing and any interest earned on the Earnest Money shall be administered, paid or credited (as the case may be) in the same manner as the Earnest Money and, when credited to the Escrow shall constitute additional Earnest Money. At the closing of the transaction contemplated by this Agreement (the "**Closing**"), which shall occur on the Closing Date (as defined below), the Purchaser shall receive a credit against the Purchase Price for the Earnest Money deposited by Purchaser.

(b) The Purchase Price, less a credit for the Earnest Money, plus or minus prorations and adjustments as set forth in **Section 17** hereof, shall be paid by Purchaser to Seller by wire transfer of immediately available federal funds on the Closing Date via the Escrow.

6. **Representations and Covenants.**

(a) **Seller's Representations and Warranties.** As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) **Authority.** The conveyance of the Property and the execution, delivery and performance of Seller of this Agreement has been duly authorized by all necessary trust action on the part of Seller and is not in conflict with the trust instruments or with any agreement to which Seller is a signatory.

(2) **Conflicts.** To Seller's Knowledge, there is no agreement to which Seller is a party or binding on Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by Seller of its obligations pursuant to this Agreement.

(3) **Litigation.** There is no action, suit or proceeding pending or, to Seller's Knowledge, threatened against either Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) challenges or impairs Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(4) **Leases.** There are no Leases affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Leases will affect the Property at Closing.



(5) Service Contracts. There are no Service Contracts affecting the Property or Seller which would be binding upon Purchaser or the Property, and no Service Contracts will affect the Property at Closing.

(6) Rights to Acquire. There are no options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire, and no one possesses a right to purchase or acquire, any interest in the Property, or any part thereof.

(7) Adverse Condition of Property. Seller has no knowledge of any adverse fact relating to the physical condition of the Property, or any portion thereof, or any improvements thereon including, without limitation, landfills, hazardous wastes, fault lines, sinkholes or other geological conditions.

(8) Notice of Violations. Seller has no knowledge and has not received notice that: the Property is in violation of any applicable zoning, employee safety (including OSHA), environmental, toxic substance, hazardous waste or other statute, law, ordinance, rule, regulation or order relating to the Property; that there are presently such violations or grounds therefor which would adversely affect the Property; or that the Property is in material violation of any law, regulation, ordinance or rule applicable to its use. All permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals material to the Property and the use to which the Property is presently being put have been duly obtained and are in full force and effect, and, Seller has no notice and has not received notice that there are proceedings, pending or threatened, that may result in revocation, cancellation or suspension or any adverse modification, of any thereof.

(9) Withholding Obligation. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(10) Condemnation. There is no pending or, to Seller's Knowledge, threatened condemnation or similar proceedings affecting the Property or any part thereof.

(11) Insurance Notices. Seller has not received any uncured notices from any insurance company which has issued a policy with respect to any portion of the Property, or by any board of fire underwriters, or from any governmental or quasi-governmental authority, of zoning, building, fire or health code violations in respect to the Property.

(12) Environmental. To Seller's Knowledge, there are no violations of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

(13) ERISA. Seller is not (i) an “employee benefit plan” (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) that is subject to the provisions of Title I of ERISA, (ii) a “plan” that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986 (the “Code”) or (iii) an entity whose assets are treated as “plan assets” under ERISA by reason of an employee benefit plan or plan’s investment in such entity.

(14) OFAC. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “Order”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“OFAC”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “Orders”). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonable prior notice.

(i) Neither Seller nor any beneficial owner of Seller:

(A) is listed on one or more of the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “Lists”);

(B) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(C) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

(D) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

(ii) Seller hereby covenants and agrees that if Seller obtains knowledge that Seller or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller. In such event the Earnest Money shall promptly be returned to Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement and any other provision of this Agreement that is intended to survive the termination of this Agreement.

(15) Ownership of the Property. Seller owns indefeasible fee simple title to the Property. The Property constitutes, or shall at Closing constitute, one separate tax parcel for purposes of ad valorem taxation. Seller has not executed any document with or for the benefit of



any governmental or quasi-governmental authority restricting the development, use or occupancy of the Property that is not recorded in the land records of the county in which the Property is located.

(16) Legally Subdivided Lot. As of Closing, using the description of the Property reflected on the Survey, the Property shall be a legally subdivided lot or shall otherwise be in a condition to be legally conveyed to Purchaser in compliance with all applicable laws, acts, ordinances and any other legal requirements governing the conveyance, platting and subdivision of land.

For purposes of this Section 6(a), the term “**Seller’s Knowledge**” means the actual knowledge of Gail Gabrielson, whom Seller represents to Purchaser is the person who is the most knowledgeable about the Property.

(b) Purchaser’s Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that Purchaser has been duly organized and is validly existing as a limited liability company organized pursuant to the laws of the State of Missouri. Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms.

(c) Representations and Warranties Prior to Closing. The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of Seller’s representations and warranties shall not be true and correct at any time on or before the Closing whether or not true and correct as of the Effective Date, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether Purchaser becomes aware of such fact through Seller’s notification or otherwise, then Purchaser may, at Purchaser’s option, exercised by written notice to Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to Purchaser and Seller shall have no further liability or obligation hereunder by reason thereof, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in Section 22(p) of this Agreement, any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of Seller hereunder results from the willful and intentional act of Seller, Purchaser shall also have the rights and remedies available to Purchaser under Section 18(b) of this Agreement upon a default by Seller of its obligations under this Agreement.

(d) Covenants of Seller. Seller covenants and agrees that during the period from the Effective Date through and including the Closing Date:

(1) There are no Service Contracts or Leases affecting the Property, and no Service Contracts or Leases will affect the Property at Closing.

(2) Seller will not enter into any contract or agreement or Service Contracts or Leases that will be an obligation affecting the Property subsequent to the Closing Date except for contracts entered into in the ordinary course of business that are terminable without cause and without payment of a fee or penalty on not more than 30-days' notice.

(3) Seller will continue to maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(4) Seller currently has and will maintain liability insurance of a level and type consistent with the insurance maintained by Seller prior to the execution of this Agreement with respect to the Property.

(5) Seller shall not, without the prior written consent of Purchaser, except as provided herein, apply for, consent to or process any applications for zoning, re-zoning, variances, site plan approvals, subdivision approvals or development with respect to the Property or any portion thereof.

(6) Seller shall not, without the prior written consent of Purchaser, sell, assign, transfer or encumber all or any portion of the Property or any interest therein or dispose of or abandon either thereof.

(7) Seller shall not do anything, nor authorize anything to be done, which would adversely affect the condition of title as shown on the Title Commitment without the prior written consent of Purchaser in Purchaser's sole discretion.

(8) Seller shall give immediate notice to Purchaser in the event Seller receives written notice or obtains knowledge of (i) the taking or threatened taking of the Property or any portion thereof by eminent domain or other applicable legal proceeding; (ii) any casualty relating to the Property; (iii) the filing or threat to file an action, claim or proceeding in any court or administrative agency against Seller which may affect the Property; or (iv) any violation of any legal requirements or insurance requirements affecting the Property, any service of process relating to the Property or which affects Seller's ability to perform its obligations under this Agreement.

(9) Purchaser shall have the ability to interact with necessary governmental authorities, submit applications, documents, forms, etc. as required during pursuit of all requisite entitlements and approvals; including, without limitation, planning and zoning consents, building permits, onsite/offsite utility coordination, etc. but shall be without cost or expense to Seller. In addition, as may be required, Seller agrees to reasonably cooperate, at no cost or expense to Seller, and shall execute all documents related to any zoning, permitting or authorizations related to the Property as Purchaser may reasonably deem necessary or appropriate in connection with Purchaser's intended use and development of the Property, including without limitation, those required by governmental or quasi-governmental agencies, utility companies and authorities having jurisdiction.

7. **Purchaser's Due Diligence.**

(a) **Property Representation.** The Property is a part of a larger tract of land. Seller represents that the Property is currently zoned R20 within Jefferson County, Missouri and has been used for agricultural purposes since the 1840s.



(b) Due Diligence Period. Purchaser shall have a period beginning on the Effective Date and ending at 11:59 p.m., local time where the Property is located, on the date that is ninety (90) days after the Effective Date (the "**Due Diligence Period**"), to access, examine, inspect, and investigate the Property and, in Purchaser's sole discretion, to determine whether Purchaser wishes to proceed to purchase the Property. If Purchaser is not satisfied with the condition of the Property for any reason whatsoever, then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Due Diligence Period, in which event the Escrow Agent shall immediately return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. If such written notice of termination has not been delivered by Purchaser to Seller prior to the expiration of the Due Diligence Period, then the foregoing right to terminate shall be deemed not to have been exercised by Purchaser, the sale shall proceed to Closing, and the Earnest Money shall become nonrefundable to Purchaser, except as set forth herein, including, but not limited to a default by Seller under this Agreement, the failure of a Purchaser Closing Condition, the Zoning Contingency, and/or the CON Contingency.

(c) Inspections. Purchaser, during the Due Diligence Period and through the Closing, shall have reasonable access to the Property for the purpose of conducting surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by Purchaser. Purchaser shall give Seller not less than twenty-four (24) hours prior telephonic notice before entering onto the Property to perform inspections or tests, and in the case of tests (i) Purchaser shall specify to Seller the nature of the test to be performed. All examinations of the physical condition of the Property, which may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, "**Hazardous Materials**"), shall be performed or arranged by Purchaser at Purchaser's sole expense. Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of Seller and its officers, directors members, managers, employees, and agents (each, a "**Seller Related Party**") harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from physical damage to the Property and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by Purchaser, its agents, employees or representatives (*provided, however, that Purchaser shall have no obligation to indemnify, defend and hold Seller harmless from and against any such claims, damages, liabilities, or losses to the extent resulting from Seller's acts or omissions or Purchaser's mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials*). If any inspection or test damages the Property and Purchaser does not acquire the Property, Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. Purchaser and its agents, employees and representatives may, upon not less than 24 hours prior telephonic or email notice to Seller (with it being agreed that no other form of notice is required), examine and make copies of all books and records and other materials relating to the condition of the Property in Seller's possession at the location where such records are maintained. Any information provided to or obtained by Purchaser with respect to the Property shall be subject to the provisions of **Section 22(o)** of this Agreement. In the event this Agreement is terminated, except in the event of a Seller default, upon receipt of written request from Seller, Purchaser agrees to provide copies of non-proprietary, third-party prepared survey, geotechnical reports and environmental reports obtained in connection with Purchaser's acquisition of the Property; provided, however, that the diligence items provided pursuant to the terms herein shall be expressly without representation or warranty, including, but not limited to the truth, accuracy or completeness.

(d) Certificate of Need Contingency. On or prior to November 30, 2023 (the "**CON Deadline**"), Purchaser shall have obtained a Certificate of Need (the "**CON**") required by governmental authorities (the "**Authorities**") to permit Purchaser to operate an assisted/independent living facility on the Property (the "**CON Contingency**"). In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the CON,

and to provide to the applicable Authorities any information reasonably required for the same. Subject to Purchaser's satisfaction of the Submittals (as hereinafter defined), in the event the CON Contingency is not satisfied by the CON Deadline, Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the CON Deadline, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Purchaser shall diligently and in good faith prepare and submit the following items (each a "Submittal") to the Authorities on or prior to the following deadlines (each a "Submittal Deadline"): (i) on or prior to July 26, 2023, the letter of intent for the CON; and (ii) on or prior to August 15, 2023, the full application for the CON.

(e) Zoning Contingency. Within ten (10) days after the date the CON Contingency has been satisfied, Purchaser may make formal application for any zoning approval(s) (collectively, the "**Zoning Approvals**") required for Purchaser's intended development of the Property as a 150-to-160-unit continuum of care senior community facility consisting of independent living, assisted living, and memory care for rent units with common area amenities (the "**Intended Development**") and will thereafter diligently pursue the receipt of such Zoning Approvals (the "**Zoning Contingency**") in the event the Property is not already approved. In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the Zoning Approvals, and to provide to the applicable Authorities any information reasonably required for the same. If the Zoning Approvals are not obtained on or prior to the date that is ninety (90) days after the CON Contingency has been satisfied or the CON Deadline, whichever is earlier, then Purchaser may terminate this Agreement by giving written notice thereof to Seller prior to Closing, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. If such written notice of termination has not been delivered by Purchaser to Seller prior to Closing, then the foregoing right to terminate shall be deemed not to have been exercised, the sale shall proceed to Closing, and the Earnest Money shall become nonrefundable to Purchaser, except as provided for in this Agreement, including a default by Seller under this Agreement or the failure of a Closing Condition. Notwithstanding anything in the Agreement to the contrary, it is understood and agreed that in no event shall any change in the zoning of the Property be effective prior to Closing and all Zoning Approvals obtained by Purchaser shall be expressly contingent upon and effective only upon the Closing of the acquisition of the Property by Purchaser from Seller. Purchaser and Seller agree and acknowledge that Purchaser shall be responsible for preparing and submitting any necessary applications or other documents relating to the Zoning Approvals, but that Seller shall be shown as the applicant on such applications and documents. Seller agrees to cooperate with Purchaser in good faith in Purchaser's efforts to obtain the Zoning Approvals, including requests from Purchaser to sign or acknowledge applications and other documents related to the Zoning Approvals promptly upon request from Purchaser.

(f) Notwithstanding anything to the contrary contained in this Agreement, each of the termination rights of Purchaser pursuant to one or more subsections of this **Section 7** shall govern and control all other provisions of this Agreement.

8. Survey. Purchaser shall obtain, at Purchaser's expense, an ALTA survey of the Property (the "**Survey**") certified to Purchaser, which Survey shall confirm and determine the acreage of the Property.

9. Title Insurance.

(a) Promptly after the Effective Date, Purchaser, at its sole cost and expense, shall request from Escrow Agent, as issuing agent for Title Insurer, a commitment for the Title Policy described in **Section 9(b)** below dated on or after the Effective Date (the "**Title Commitment**"), together with legible



copies of all of the underlying documentation described in such Title Commitment (the “**Title Documents**”) to the extent not already delivered to Purchaser.

(b) Purchaser shall have until the expiration of the Due Diligence Period (the “**Title Review Period**”) in which to review the Title Commitment, the Title Documents, and the Survey and notify Seller and Escrow Agent in writing, at Purchaser’s election, of such objections as Purchaser may have to any matters contained therein (“**Purchaser’s Objection Notice**”; any of said objections listed on Purchaser’s Objection Notice are deemed the “**Objectionable Exceptions**”). The Purchaser’s Objection Notice shall include copies of the Title Commitment and the Survey, if obtained. If Seller does not notify Purchaser in writing within five (5) business days after receiving Purchaser’s Objection Notice, Seller shall conclusively be deemed to have elected not to remove the Objectionable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser and Escrow Agent in writing within five (5) business days after receipt of Purchaser’s Objection Notice that it has elected to cure one or more of said Objectionable Exceptions (“**Seller’s Notice**”) (subject to Seller’s obligation to remove or cure those items referenced in **Section 9d** below) at or before Closing, Seller shall eliminate or secure title insurance endorsements (which endorsements shall be paid for by Seller and with Purchaser’s approval of such endorsements) for any Objectionable Exceptions that Seller has elected to cure. Purchaser shall have the right to either: (a) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller’s Notice or after Seller’s failure to cure an Objectionable Exception which Seller has elected to cure or has deemed to have elected not to cure, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under this Agreement, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, or (b) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectionable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute “**Permitted Encumbrances**”. Notwithstanding the foregoing, prior to Closing, Purchaser may, at its cost and expense, obtain an update or endorsement to the Title Commitment which updates the effective date of the Title Commitment. If such update or endorsement adds any previously unlisted title or survey exceptions to Schedule B-II of the Title Commitment or its equivalent which, one or more of the following: (i) renders title to the Property unmarketable, (ii) would materially and adversely affect Purchaser’s contemplated use(s) of the Property, or (iii) may materially increase the costs to complete any project that Purchaser desires to construct on the Property, each as determined in Purchaser’s sole discretion, then Purchaser may object to any such new exception(s) by delivering written notice to Seller and Escrow Agent prior to Closing and: (x) any such notice shall be treated as a Purchaser’s Objection Notice, (y) the exception(s) objected to in any such notice shall be treated as Objectionable Exceptions, and (z) Seller shall have until the earlier to occur of: (1) the time period provided under **Section 9(b)**, or (2) the Closing, to respond to such Purchaser’s Objection Notice; provided, however, that matters of title or survey created by, through, or under Purchaser, if any, shall not be objectionable and shall automatically be deemed additional Permitted Encumbrances.

(c) Seller, at its sole expense, shall cause to be delivered to Purchaser at Closing a standard owner’s title insurance policy (the “**Title Policy**”) issued by Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner’s Policy, 2021 (or such other form required or promulgated pursuant to applicable state insurance regulations), subject only to the Permitted Exceptions (as defined below). The Title Policy may contain extended coverage or any endorsements requested by Purchaser; provided that, Purchaser shall satisfy itself as to the availability of any such coverage or endorsements prior to the expiration of the Due Diligence Period. The costs of such extended coverage and any such endorsements shall be paid for by Purchaser unless otherwise provided herein.

(d) Seller shall have no obligation to remove or cure title objections, except for (1) monetary liens, which liens Seller shall cause to be released at the Closing or affirmatively insured over by Title Insurer with Purchaser's approval, (2) any exceptions or encumbrances to title which are created by Seller after the Effective Date without Purchaser's written consent, and (3) any exceptions or encumbrances which Seller agreed in writing to remove or cure pursuant to this **Section 9**. In addition, Seller and Purchaser shall provide Title Insurer with the Title Insurer's form of owner's affidavit that will permit Title Insurer to provide extended coverage and to remove the standard "mechanic's lien" and "gap" exceptions and otherwise issue the Title Policy.

(e) **"Permitted Exceptions"** shall mean: (1) any exception arising directly out of an act of Purchaser or its representatives, agents, employees or independent contractors; (2) Permitted Encumbrances, as described in **Section 9(b)** above; and (3) real estate taxes and assessments not yet due and payable.

10. **Closing.** The Closing shall be accomplished through the Escrow Agent, and shall take place on the date (the "**Closing Date**") that is selected by Purchaser by written notice to Seller and Escrow Agent, which date shall be no later than forty-five (45) days after the expiration of the Zoning Contingency (and if no selection is made by Purchaser, such date shall be deemed the Closing Date as provided herein), provided that all conditions precedent to Closing have been fulfilled or have been waived in writing by the respective party entitled to waive same.

11. **Conditions to Purchaser's Obligation to Close.** Purchaser's obligations under this Agreement are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (each, a "**Purchaser Closing Condition**," and collectively, the "**Purchaser Closing Conditions**"):

(a) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all materials respects when made, and shall be true and correct in all materials respects on the Closing Date with the same effect as if made on and as of such date.

(b) There shall be no moratorium imposed by any governmental authority or utility supplier with respect to the issuance of plan approvals, building permits, certificates of occupancy or sanitary sewer, water or electricity connections with respect to all or any portions of the Property.

(c) Seller shall have performed, observed and complied in all materials respects with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Closing hereunder.

(d) All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

(e) All utility services, including, but not limited to, natural gas, electrical, water and sewer to the Property and/or, as applicable, with respect to storm water and sanitary sewer systems, shall be available at the Property in capacities sufficient to serve the Property as developed for Purchaser's Intended Development. Purchaser shall have received confirmation that the sewer facility is able to be properly extended to the Property. Notwithstanding anything herein to the contrary, Purchaser and Seller acknowledge and agree that Purchaser shall pay for the costs to extend the existing sanitary sewer access to the Property.



(f) Purchaser shall have received such permits, consents, authorizations, variances, waivers, licenses, certificates of need, governmental incentives, zoning, rezoning, subdivision, plat approval, water/sewer availability confirmation, and any other necessary site approvals necessary for the development of the Intended Development (collectively, the "**Approvals**"). None of the Approvals shall have been modified, repealed, rescinded, revoked or terminated, and no additional conditions, restrictions or encumbrances shall have been placed on the development of the Property that would cause a material adverse effect on the ownership or development of the Property or prevent the Property from being developed for the Intended Development.

(g) On the Closing Date, the Title Insurer shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Purchaser an ALTA Extended Coverage Owner's Policy of Title Insurance insuring the fee simple title to the Property in Purchaser with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(h) This Agreement shall not have been previously terminated pursuant to any other provision hereof.

(i) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller, to the best of Seller's Knowledge with no obligation of conducting independent inquiry, that would materially and adversely affect Seller's ability to perform its obligations under this Agreement.

(j) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property which confirms that no material change has occurred from the date of the original Property inspection. If the Property has materially changed from the date of the original Property inspection, Purchaser shall have the rights and remedies under **Section 18(b)** hereof.

In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder (excluding those conditions that by their nature can only be satisfied at Closing, but subject to the satisfaction or waiver of those conditions), then subject to the provisions of **Section 18(b)** hereof, Purchaser may elect, upon written notice to Seller and Escrow Agent, to either (1) terminate this Agreement, in which event the Earnest Money shall be immediately released to Purchaser and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement, (2) extend the Closing Date to allow the parties sufficient time to diligently pursue all actions reasonably necessary to satisfy such Purchaser Closing Condition, or (3) waive any one or more of the foregoing conditions and proceed to Closing.

12. **Conditions to Seller's Obligation to Close.** Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by Seller:

(a) All representations and warranties of Purchaser contained herein shall be true and accurate in all material respects as though said representations and warranties were made at and as of Closing.

(b) Purchaser shall have materially performed and complied with all covenants, conditions and contingencies of this Agreement on Purchaser's part to be performed and complied with prior to or at Closing.

13. **As-Is Sale.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SELLER SHALL NOT BE RESPONSIBLE FOR MAKING ANY MODIFICATIONS, REPAIRS, IMPROVEMENTS, OR OTHER ALTERATIONS TO THE PROPERTY AT ANY TIME DURING THE PENDENCY OF THIS TRANSACTION.

PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND/OR IN THE CLOSING DOCUMENTS REFERENCED HEREIN.

14. **Documents and Other Deliverables to be Delivered to Purchaser at Closing.**

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following instruments and documents:

(a) **Deed.** The original Deed.

(b) **Sewer Easements.** Two original sanitary sewer easements (collectively, the "**Sewer Easements**"), the form of which shall be reasonably acceptable to both Purchaser and Seller and Rock Creek Public Sewer District, and shall be finalized during the Due Diligence Period whereby (1) Seller shall convey a sanitary sewer easement to Rock Creek Public Sewer District from the easement recorded at Document No. 2022R-032389 to Vogel Road to allow for a mainline under Vogel Road to connect to the Property, and (2) Seller shall convey a sanitary sewer easement across the Property to the southside of Old Lemay Ferry which leads to Seller's adjoining 10.49 acre tract to Rock Creek Public Sewer District to allow for a mainline under Old Lemay Ferry for service to the adjoining tract.

(c) **The Title Policy.** The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing, Title Insurer issues a currently effective, duly executed "marked-up" Title Commitment and commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment after the Closing.

(d) **Transfer Tax Declarations.** Original copies of any required real estate transfer tax excise or documentary stamp tax declarations executed by Seller or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.

(e) **FIRPTA.** An affidavit, in the form attached hereto as **Exhibit D**, stating Seller's U.S. taxpayer identification number and that Seller is a "United States person", as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).



(f) Owner's Affidavit. A Seller's affidavit and such other documents as may be reasonably required by the Title Insurer, all in form and substance acceptable to the Title Insurer sufficient to cause deletion of all standard exceptions in the Title Commitment, including a "gap" indemnity.

(g) Certificate. A certificate of Seller dated as of the Closing Date certifying that the representations and warranties of Seller set forth in **Section 6(a)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.

(h) Authority Documents. Customary authorization and governance documents as the Title Insurer may reasonably require.

(i) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(j) Additional Forms. A Form 1099-S as applicable.

(k) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

(l) Assignment of Intangibles. An Assignment of Intangibles, in the form attached hereto as **Exhibit E** ("**Assignment of Intangibles**").

15. **Documents to be Delivered to Seller at Closing.**

At Closing, Purchaser shall deliver or cause to be delivered to Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to **Section 5** hereof, subject to adjustment and proration as provided in **Section 17** below.

(b) Assignment of Intangibles. A counterpart of the Assignment of Intangibles.

(c) Settlement Statement. A signature page to the settlement statement as prepared by the Escrow Agent.

(d) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

16. **Intentionally Deleted.**

17. **Prorations and Adjustments.** The following prorations and adjustments shall be made between Seller and Purchaser as credits or additions, as applicable, against the Purchase Price. All prorations shall be made as of 11:59 p.m. on the Closing Date on the basis of the number of days in the month of Closing. To the extent any prorations or adjustments cannot be made at the Closing, or to the extent there are to be re-prorations, or if the actual tax bill is not available at Closing, the same shall be adjusted and completed after the Closing as and when complete information becomes available, but in no

event later than nine (9) months after the Closing Date. The terms and provisions of this **Section 17** shall survive the Closing for a period of three hundred sixty-five (365) days.

(a) Real estate taxes and assessments will be prorated between Purchaser and Seller for the period for which such taxes are assessed, regardless of when payable. If the current tax bill is not available at Closing, then the proration shall be made on the basis of 110% of the most recent ascertainable tax assessment and tax rate. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing Date and Purchaser shall pay (or cause to be paid) the taxes and assessments prior to their becoming delinquent. If taxes and assessments for the fiscal year in which Closing occurs have been paid before Closing (or are paid at Closing with proceeds from the Purchase Price), Seller shall be credited by Purchaser at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period from and after the Closing Date. All prorations pursuant to this **Section 17(a)** shall be final.

(b) All utilities shall be prorated based upon estimates using the most recent actual invoices. Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Purchaser at the Closing. In the case of non-transferable deposits, Purchaser shall be responsible for making any security deposits required by utility companies providing service to the Property.

18. **Default; Termination.**

(a) If Purchaser defaults in any material respect hereunder which is not cured within five (5) business days of Seller's delivery of written notice to Purchaser of such default(s), Seller's sole remedy shall be to terminate this Agreement by giving written notice thereof to Purchaser, whereupon the Earnest Money deposited by Purchaser prior to such default shall be retained by Seller as liquidated damages as Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement. The parties acknowledge and agree that Seller's actual damages in the event of Purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined and is not a penalty. Seller may not exercise its sole remedy if Seller is in default in any material respect under this Agreement.

(b) If Seller defaults in any material respect hereunder which is not cured within five (5) business days of Purchaser's delivery of written notice to Seller of such default(s), Purchaser may, at its sole election, either:

(1) Terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser and Seller shall reimburse Purchaser for all of Purchaser's actual costs incurred in connection with this Agreement including, without limitation, any and all costs related to Purchaser's due diligence on the Property, reasonable attorneys' fees in reviewing and negotiating this Agreement and preparing for Closing, and the costs, including reasonable attorneys' fees incurred in connection with Purchaser's contemplated financing of the Property, and neither party shall have any further liability or obligation to the other, including, without limitation, the obligation to incur any additional costs or expenses contemplated under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and



any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) Assert and seek judgment against Seller for specific performance, provided that if a court of competent jurisdiction determines that the remedy of specific performance is not available to Purchaser (for example, but not in limitation, because Seller's default arose under the last sentence of **Section 6(c)** or Seller has sold all or any portion of the Property to a third party in violation of the terms of this Agreement), then Purchaser shall have all remedies available to it at law or in equity, including, without limitation, the right to seek judgment against Seller for actual contract damages.

Purchaser may not exercise its remedies hereunder if Purchaser is in default in any material respect under this Agreement.

19. **Expenses.**

(a) Title insurance premiums for the standard coverage Title Policy (other than the costs of the endorsements to such Title Policy), and one-half (1/2) of the escrow fee, shall be borne and paid by Seller.

(b) The costs of extended coverage and any endorsements to the Title Policy, one-half (1/2) of the escrow fee and all recording fees respecting the Deed shall be borne and paid by Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

20. **Intermediaries.**

(a) Purchaser and Seller acknowledge and agree that Eric Walesh (the "**Purchaser's Broker**") has acted as Purchaser's Broker in connection with this transaction. Purchaser and Seller acknowledge that Seller has no broker. Upon Closing, Purchaser agrees to pay a brokerage commission to Purchaser's Broker per separate agreement with Purchaser's Broker.

(b) Except for the parties to be paid in accordance with **Section 20(a)** above, if there is any claim made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

21. **Condemnation.** If, prior to Closing, any condemnation proceeding is commenced or threatened by a governmental or quasi-governmental agency with the power of eminent domain ("Condemnation"), then:

(a) Purchaser may elect, within ten (10) business days from and after its receipt of written notice of such Condemnation, by written notice to Seller, to terminate this Agreement, and if necessary, the time of Closing shall be extended to permit such election. In the event of an election to terminate, the Earnest Money shall be immediately returned to Purchaser and neither party shall have any liability to the other by reason hereof, including, without limitation, the obligation to incur any additional

costs or expenses contemplated under this Agreement, except any provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(b) In the event Purchaser does not timely elect to terminate pursuant to subsection (a)(1) above, the transaction contemplated hereby shall be closed without a reduction in the Purchase Price, and Seller shall assign all of Seller's right, title and interest in any Condemnation award to be paid to Seller, to Purchaser in connection with such Condemnation.

## 22. General Provisions.

(a) Entire Agreement. This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) Amendments in Writing. This Agreement may be amended only by a written agreement executed by all of the parties hereto. Purchaser and Seller agree that any amendments or modifications to this Agreement may be entered into by either Purchaser or its counsel or Seller or its counsel (including without limitation, amendments or modifications related to title and survey matters) and the execution of an amendment or modification by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party until the time that Purchaser or Seller notifies the other party in writing that their respective counsel does not have authority to amend or modify this Agreement on its behalf.

(c) Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) Time of the Essence. Time is of the essence of this Agreement. However, if Purchaser is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, Seller will, upon the written request of Purchaser, extend the Closing Date, one time only, up to ten (10) days. If any date or time period provided for in this Agreement or by law falls on a Saturday, Sunday or legal holiday when banks are not open for business in Jefferson County, Missouri, then such date or time period shall then be deemed to refer to the next day which is not the last to occur of: (1) a Saturday or Sunday, or (2) any one or more of a legal holiday, governmental shutdown or order, or any reasonable equivalent exists when banks are not open for business in any one or more of such locations. Further and for the avoidance of doubt, when any date is calculated "from" or "within" a specific date, the first day after such specific date shall be deemed for all purposes the first day for purposes of computing the applicable date or time period. Purchaser shall have, in its sole discretion, the unilateral (one time only) right to extend the date to deposit Earnest Money by ten (10) days by providing Seller with written notice of such election to extend on or prior to the date the same is due.

(e) Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.



(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective successors, and permitted assigns. The terms and conditions of this Agreement are hereby made binding on the successors and assigns of the parties hereto. Purchaser may assign this Agreement, in part or in whole, at any time to, or may nominate an Affiliate to take title to the Property at closing. An "Affiliate" is defined as any person or entity that: (i) controls, is controlled by or is under common control with the assignor in question. Seller shall have no right to assign this Agreement without the prior written consent of Purchaser.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, (iii) facsimile, provided that at the time of being sent by facsimile, delivery thereof is confirmed by sender's receipt of a transmission report generated by sender's facsimile machine, which confirms that the facsimile was successfully transmitted, or (iv) email, and to the following addresses, facsimile numbers or email addresses, as applicable:

IF TO PURCHASER:

Wichita Senior Community, LLC  
c/o O'Reilly Development Company, LLC  
5051 S. National Ave., Ste. 4-100  
Springfield, Missouri 65810  
Attention: Denise Heintz  
[denise@oreillydevelopment.com](mailto:denise@oreillydevelopment.com)  
(417)-300-4050

with a copy to:

Polsinelli, PC  
Attn: S. Shawn Whitney  
201 E. Las Olas Boulevard, Suite 2250B  
Fort Lauderdale, Florida 33301  
Email: [swhitney@polsinelli.com](mailto:swhitney@polsinelli.com)

IF TO SELLER:

Gail Gabrielson and Donna M. Hahn, Trustees  
Laverne E. Burkard Trust and Alvin J. Burkard, Sr., Trust  
2680 Old Lemay Ferry Road  
Arnold, MO 63010  
[gabrielsons@sbcglobal.net](mailto:gabrielsons@sbcglobal.net)  
(314) 578-0574

with a copy to:

Bianca L. Eden  
Wegmann Law Firm  
P.O. Box 740, 455 Maple Street  
Hillsboro, MO 63050  
[beden@wegmannlaw.com](mailto:beden@wegmannlaw.com)  
(636) 797-2665

or to such additional or other persons, at such other address or addresses as may be designated by notice from Purchaser or Seller, as the case may be, to the other party. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party for purposes of delivering notices until the time that Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

(i) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Missouri. Venue shall be in Jefferson County, Missouri.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "**Non-Paper Record**"); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

(k) Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(l) Construction. This Agreement shall not be construed more strictly against Purchaser merely by virtue of the fact that the same has been prepared by Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.



(m) Reporting Obligations. Seller and Purchaser hereby designate Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. If required, Seller, Purchaser and Title Insurer shall execute at Closing a designation agreement designating Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(n) 1031 Exchange. Seller and Purchaser may each structure the sale of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate therein, provided that such party shall incur no material costs, expenses or liabilities in connection with such party's exchange and the other party shall not be required to take title to or contract for purchase of any other property. If either party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(o) Confidentiality/Exclusivity. (i) Purchaser and its respective representatives shall hold in strictest confidence all data and information obtained with respect to the operation and management of the Property and the terms and conditions of this Agreement, and (ii) Seller and its respective representatives shall hold in strictest confidence all data and information obtained with respect to Purchaser and its affiliates' operations and the terms and conditions of this Agreement, whether obtained before or after the execution and delivery hereof, and shall not use such data or information for purposes unrelated to this Agreement or disclose the same to others except as expressly permitted hereunder. The preceding sentence shall not be construed to prevent either party from disclosing to: (x) its prospective lenders or investors, or to its officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement; provided that such disclosing party advises any such third party of the confidential nature of the information disclosed, (y) Jefferson County officials and representatives in connection with any rezoning of the property or (z) Title Insurer. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either Purchaser or Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that, from and after the Effective Date until the earlier of such time as (1) the Closing Date or (2) the termination of this Agreement, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, market, solicit, initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder.

(p) Indemnification. Seller hereby agrees to indemnify, protect, defend and hold Purchaser and its officers, directors, members, managers, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) relating to the Property (except acts occurring during the Due Diligence Period due to the conduct of Purchaser's agents or invitees) or as a result of a breach or inaccuracy of one of Seller's covenants, representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing or the earlier termination of this Agreement, as the case may be. This provision shall survive the Closing or the earlier termination of this Agreement, as the case may be for a period of three hundred sixty-five (365) days.

(q) Exculpation. Purchaser and Seller each agree that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other affiliate of the other, or any officer, director, employee, trustee, shareholder, partner, or principal of any such parent, subsidiary or other affiliate

(collectively, "Affiliates"), arising out of or in connection with this Agreement or the transactions contemplated hereby (including, without limitation, under any documents executed pursuant hereto). Subject to the terms of this Agreement, Purchaser and Seller agree to look solely to the other and its assets for the satisfaction of any liability or obligation arising under this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto, or for the performance of any of the covenants, warranties or other agreements contained herein or therein, and further agree not to sue or otherwise seek to enforce any personal obligation against any Affiliates with respect to any matters arising out of or in connection with this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. Without limiting the generality of the foregoing provisions of this Section 22(q), Purchaser and Seller each hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Affiliates, and hereby unconditionally and irrevocably releases and discharges Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Purchaser or Seller, as applicable, against Affiliates, in connection with or arising out of this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. The provisions of this Section 22(q) shall survive the termination of this Agreement and the Closing.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE SIGNATURE PAGE TO THIS REAL ESTATE AGREEMENT FOLLOWS.]***



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

SELLER:

**THE ALVIN J. BURKARD, SR TRUST UIT**  
**11/24/99**

By: Gail A. Gabrielson, HEE  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn HEE  
Name: Donna M. Hahn  
Its: Co-Trustee

**THE LAVERNE E. BURKARD TRUST UIT**  
**11/24/99**

By: Gail A. Gabrielson, HEE  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn HEE  
Name: Donna M. Hahn  
Its: Co-Trustee

PURCHASER:

**ARNOLD SENIOR LIVING, LLC,**  
a Missouri limited liability company

By: OH Arnold Senior, LLC,  
a Missouri limited liability company

By: Patrick E. O'Reilly  
Patrick E. O'Reilly, Manager

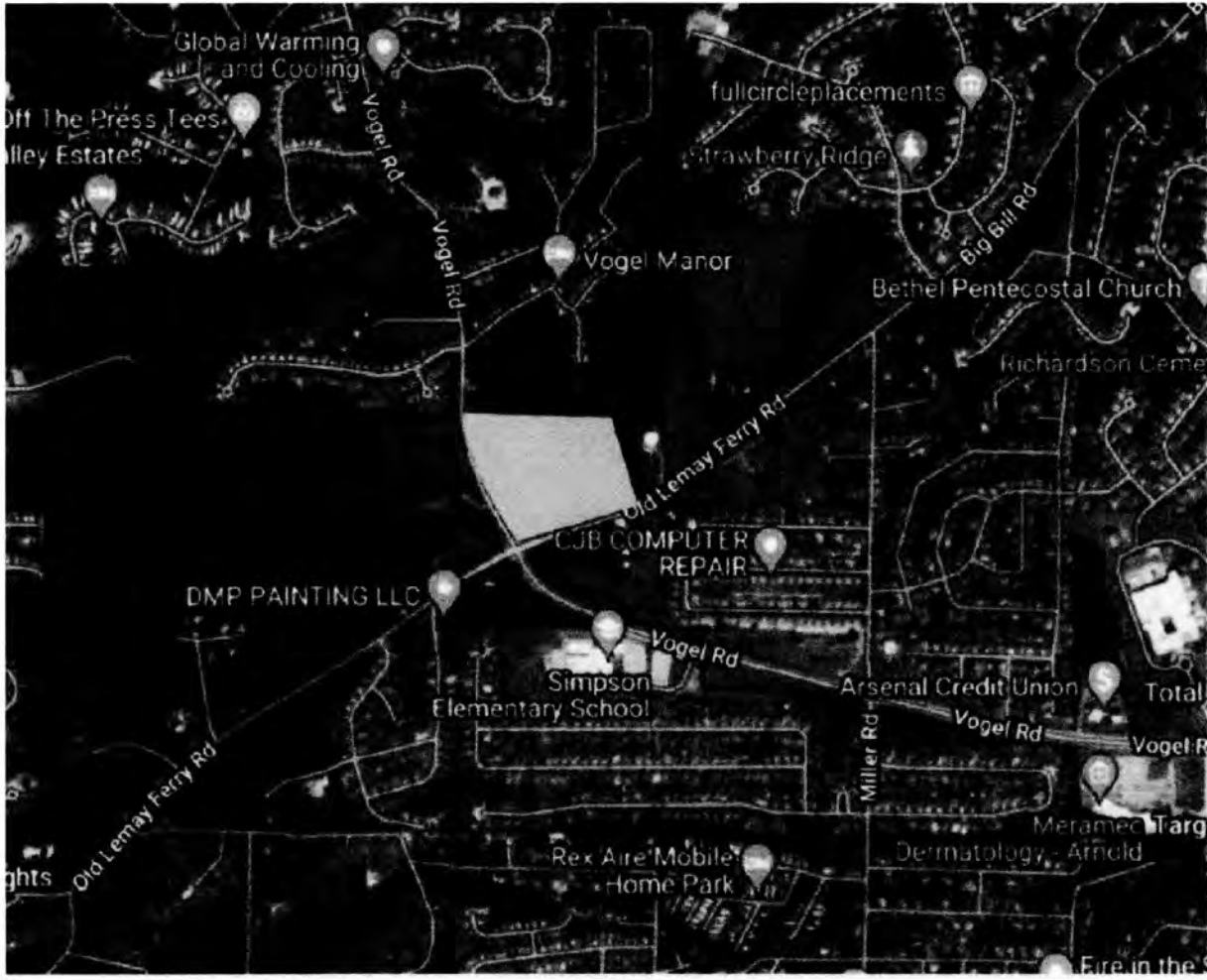
**LIST OF EXHIBITS AND SCHEDULES**

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	LEGAL DESCRIPTION
2. EXHIBIT B	LIST OF SERVICE CONTRACTS
3. EXHIBIT C	FORM OF DEED
5. EXHIBIT D	FORM OF FIRPTA AFFIDAVIT
6. EXHIBIT E	FORM OF ASSIGNMENT OF INTANGIBLES



**EXHIBIT A**

**DEPICTION OF PROPERTY**



Ex A - 1

90358942.5

**EXHIBIT B**  
**LIST OF SERVICE CONTRACTS**

90358942.5

Ex B - 1



**EXHIBIT C**

**FORM OF SPECIAL WARRANTY DEED**

This DEED is made this \_\_\_ day of \_\_\_\_\_, 202\_, by and between [\_\_\_\_\_] , with an address of [\_\_\_\_\_] (“Grantor”) and [\_\_\_\_\_] , with an address of [\_\_\_\_\_] (“Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor paid by Grantee (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto Grantee and its successors and assigns, the following described land, lots, tracts or parcels of land, lying, being and situate in the County of Jefferson and State of Missouri (the “Property”), to wit:

*See **Exhibit A** attached hereto.*

SUBJECT TO: The permitted exceptions described on **Exhibit B** attached hereto.

TO HAVE AND TO HOLD, the Property aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the said Grantee and unto its successors and assigns forever; Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the Property herein conveyed; that it has good right to convey the same; that the said Property is free and clear from any encumbrances done or suffered by, through or under Grantor, except as above stated; and that it will warrant and defend the title of the said Property unto Grantee and unto its successors and assigns forever, against the lawful claims and demands against Grantor and Grantor’s successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through, or under Grantor, except as set forth above.

[SIGNATURE PAGE FOLLOWS]





**Exhibit A**

LEGAL DESCRIPTION

[To be inserted and confirmed by Title Insurer]

**Exhibit B**

PERMITTED EXCEPTIONS



**EXHIBIT D**

**FORM OF FIRPTA AFFIDAVIT**

Section 1445 of the Internal Revenue Code, as amended, provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the Transferee (as defined below) that withholding of tax is not required upon the disposition of a United States real property interest by \_\_\_\_\_, a \_\_\_\_\_ (the "**Transferor**") to \_\_\_\_\_, a \_\_\_\_\_ (the "**Transferee**") relating to the real property described on **Schedule A** hereto (the "**Transferred Interests**"), the undersigned, being first duly sworn upon oath, does hereby depose and say, and does hereby on behalf of the Transferor represent that the following is true as of the date hereof:

1. \_\_\_\_\_ is the \_\_\_\_\_ of Transferor, and is familiar with the affairs and business of Transferor;

2. Transferor is not a foreign person; that is, Transferor is not a nonresident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate (as all such terms are defined in the Internal Revenue Code of 1986, as amended, and United States Treasury Department Income Tax Regulations in effect as of the date hereof);

3. Transferor is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_;

4. Transferor's United States employer identification number is \_\_\_\_\_;

5. Transferor's office address and principal place of business is c/o \_\_\_\_\_; and

6. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The undersigned and Transferor understand that this affidavit and certification may be disclosed to the United States Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

All terms (whether capitalized or not) used but not defined herein shall have the same respective meanings as in the Internal Revenue Code of 1986, as amended, and the United States Treasury Department Income Tax Regulations in effect as of the date hereof.

Under penalties of perjury, we declare that we have examined this affidavit and certificate, and to the best of our knowledge and belief, it is true, correct and complete. We further declare that we have authority to sign this affidavit and certificate on behalf of the Transferor.

**IN WITNESS WHEREOF**, Transferor has executed and delivered this FIRPTA Affidavit as of \_\_\_\_\_, 202\_\_.





**Schedule A**

90358942.5

## EXHIBIT E

### FORM OF ASSIGNMENT AND ASSUMPTION OF INTANGIBLES

THIS ASSIGNMENT AND ASSUMPTION OF INTANGIBLES ("**Assignment**") dated as of \_\_\_\_\_ (the "**Effective Date**") between \_\_\_\_\_ ("**Assignor**") and \_\_\_\_\_ ("**Assignee**").

A. Assignor has conveyed to Assignee that certain parcel of real property and improvements located at \_\_\_\_\_ pursuant to that certain Real Estate Sale Agreement, dated as of \_\_\_\_\_, 202\_\_ (the "**Agreement**") by and between Assignor, as Seller, and Assignee, as Purchaser. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

B. Assignor and Assignee have also agreed to complete an assignment and transfer of all of Assignor and its affiliate(s) right, title and interest in and to all of the intangible property directly or indirectly related to the real property legally described on Exhibit A attached hereto (the "Property"), on the terms and conditions contained herein.

C. Assignor now desires to assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Intangibles (defined below).

1. Definition of Intangibles. For purposes of this Assignment, "Intangibles" shall mean the following: (i) all licenses, contracts, permits, certificates of occupancy, approvals, dedications, or entitlements issued, approved or granted by federal, state or municipal authorities or otherwise in connection with the Property and its renovation, construction, use, maintenance, repair, leasing or operation; and (ii) all licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities, to insure pedestrian ingress and egress to the Property and to insure continued use of any vaults under public rights-of-way presently used in the operation of the Property or contemplated to be used in any project to be located at the Property.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged and agreed and to the maximum extent permitted by applicable law, Assignor hereby grants, transfers and assigns to Assignee all of its right, title and interest of Assignor in and to the Intangibles. To the extent that any affiliate(s) of Assignor are the direct or indirect owner of any Intangibles related to the Property, the Assignor shall cause such affiliate(s) to enter into an assignment in substantially the same form as this Assignment assigning such affiliate(s) right, title and interest in and to the Intangibles to the Assignee.

3. Indemnity. Assignor agrees to indemnify, protect, defend and hold Assignee and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") relating to the Intangibles and accruing any time prior to the Closing or relating to time periods prior to Closing, including without limitation, any amounts related to the Intangibles that are payable by Assignor pursuant to **Section 3** of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Counterparts. This Assignment may be executed in any number of identical 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.

Assignment of Intangibles - I



6. Governing Law. This Assignment shall be governed and interpreted in accordance with the laws of the State of Missouri.

*[Remainder of page intentionally blank]*

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

ASSIGNOR:

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

ASSIGNEE:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its:

Assignment of Intangibles - 3



EXHIBIT A TO ASSIGNMENT OF INTANGIBLES

LEGAL DESCRIPTION

Assignment of Intangibles - 4

90358942.5

## FIRST AMENDMENT TO REAL ESTATE SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE SALE AGREEMENT (this "Amendment") is made and entered into effective as of August \_\_\_\_\_, 2023, by and between GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE ALVIN J. BURKARD SR. TRUST UIT 11/24/99, AND GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE LAVERNE E. BURKARD TRUST UIT 11/24/99, as tenants in common (collectively, the "Seller") and ARNOLD SENIOR LIVING, LLC, a Missouri limited liability company, its successors and assigns (the "Purchaser").

### RECITALS

WHEREAS, Seller and Purchaser previously executed and delivered that certain Real Estate Sale Agreement dated August 18, 2023 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, each term used in this Amendment with its initial letter capitalized that has been specially defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

2. Due Diligence Period. Seller and Purchaser acknowledge and agree that the Due Diligence Period, as defined in Section 7(b) of the Agreement shall be revised from ninety (90) days after the Effective Date to one hundred eighty (180) days after the Effective Date.

3. Amendment to Property Representation. Seller and Purchaser hereby acknowledge and agree that Section 7(d) is hereby deleted in its entirety and replaced with the following:

On or prior to May 31, 2024 (the "**CON Deadline**"), Purchaser shall have obtained a Certificate of Need (the "**CON**") required by governmental authorities (the "**Authorities**") to permit Purchaser to operate an assisted/independent living facility on the Property (the "**CON Contingency**"). In the event Purchaser requires Seller's cooperation, then, at Purchaser's sole cost and expense, Purchaser and Seller shall cooperate in good faith to obtain the CON, and to provide to the applicable Authorities any information reasonably required for the same. Subject to Purchaser's satisfaction of the Submittals (as hereinafter defined), in the event the CON Contingency is not satisfied by the CON Deadline, Purchaser may terminate this Agreement by written notice delivered to Seller within ten (10) days after the CON Deadline, in which event the Escrow Agent shall return the Earnest Money to Purchaser and neither party shall have any further obligations under this Agreement except for those obligations which expressly survive the termination hereof. Purchaser shall diligently and in good faith prepare and submit the full application for the CON (the "**Submittal**") to the Authorities on or prior to January 31, 2024 (the "**Submittal Deadline**").

4. Miscellaneous. The Agreement, as hereby modified and amended by this Amendment, is hereby ratified and confirmed. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement. The terms of this Amendment shall control in the event of a conflict between the Agreement and the Amendment. This Amendment may be



executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment may be executed by PDF with the same force and effect as original signatures.

*[remainder of page intentionally left blank; signature page follows]*

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

SELLER:

**THE ALVIN J. BURKARD, SR TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee

Name: Gail A. Gabrielson

Its: Co-Trustee

By: Donna M. Hahn trustee

Name: Donna M. Hahn

Its: Co-Trustee

**THE LAVERNE E. BURKARD TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee

Name: Gail A. Gabrielson

Its: Co-Trustee

By: Donna M. Hahn trustee

Name: Donna M. Hahn

Its: Co-Trustee

PURCHASER:

**ARNOLD SENIOR LIVING, LLC,**  
a Missouri limited liability company

By: OH Arnold Senior, LLC,  
a Missouri limited liability company

By: Patrick E. O'Reilly  
Patrick E. O'Reilly, Manager



## SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE SALE AGREEMENT (this "Amendment") is made and entered into effective as of January 24, 2024, by and between GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE ALVIN J. BURKARD SR. TRUST UIT 11/24/99, AND GAIL A. GABRIELSON AND DONNA M. HAHN, CO-TRUSTEES OF THE LAVERNE E. BURKARD TRUST UIT 11/24/99, as tenants in common (collectively, the "Seller") and ARNOLD SENIOR LIVING, LLC, a Missouri limited liability company, its successors and assigns (the "Purchaser").

### RECITALS

WHEREAS, Seller and Purchaser previously executed and delivered that certain Real Estate Sale Agreement dated August 18, 2023, as amended by that certain First Amendment to Real Estate Sale Agreement dated August 30, 2023 (the "Agreement"); and

WHEREAS, <sup>29</sup> ~~30~~ <sup>1/23/24</sup> ~~1/23/24~~ <sup>1/23/24</sup> PO 1.24.2024  
the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, each term used in this Amendment with its initial letter capitalized that has been specially defined in the Agreement shall have the same meaning herein as given to such term in the Agreement.

2. Extension of Due Diligence Period. Seller and Purchaser acknowledge and agree that the Due Diligence Period, as defined in Section 7(b) of the Agreement, shall be revised to expire at 11:59 p.m. local time on April 30, 2024.

3. Miscellaneous. The Agreement, as hereby modified and amended by this Amendment, is hereby ratified and confirmed. All capitalized terms used herein and not otherwise defined shall have the same meaning as in the Agreement. The terms of this Amendment shall control in the event of a conflict between the Agreement and the Amendment. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment may be executed by PDF with the same force and effect as original signatures.

*[remainder of page intentionally left blank; signature page follows]*

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

SELLER:

**THE ALVIN J. BURKARD, SR TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn, trustee  
Name: Donna M. Hahn  
Its: Co-Trustee

**THE LAVERNE E. BURKARD TRUST UIT 11/24/99**

By: Gail A. Gabrielson, trustee  
Name: Gail A. Gabrielson  
Its: Co-Trustee

By: Donna M. Hahn, trustee  
Name: Donna M. Hahn  
Its: Co-Trustee

PURCHASER:

**ARNOLD SENIOR LIVING, LLC,**  
a Missouri limited liability company

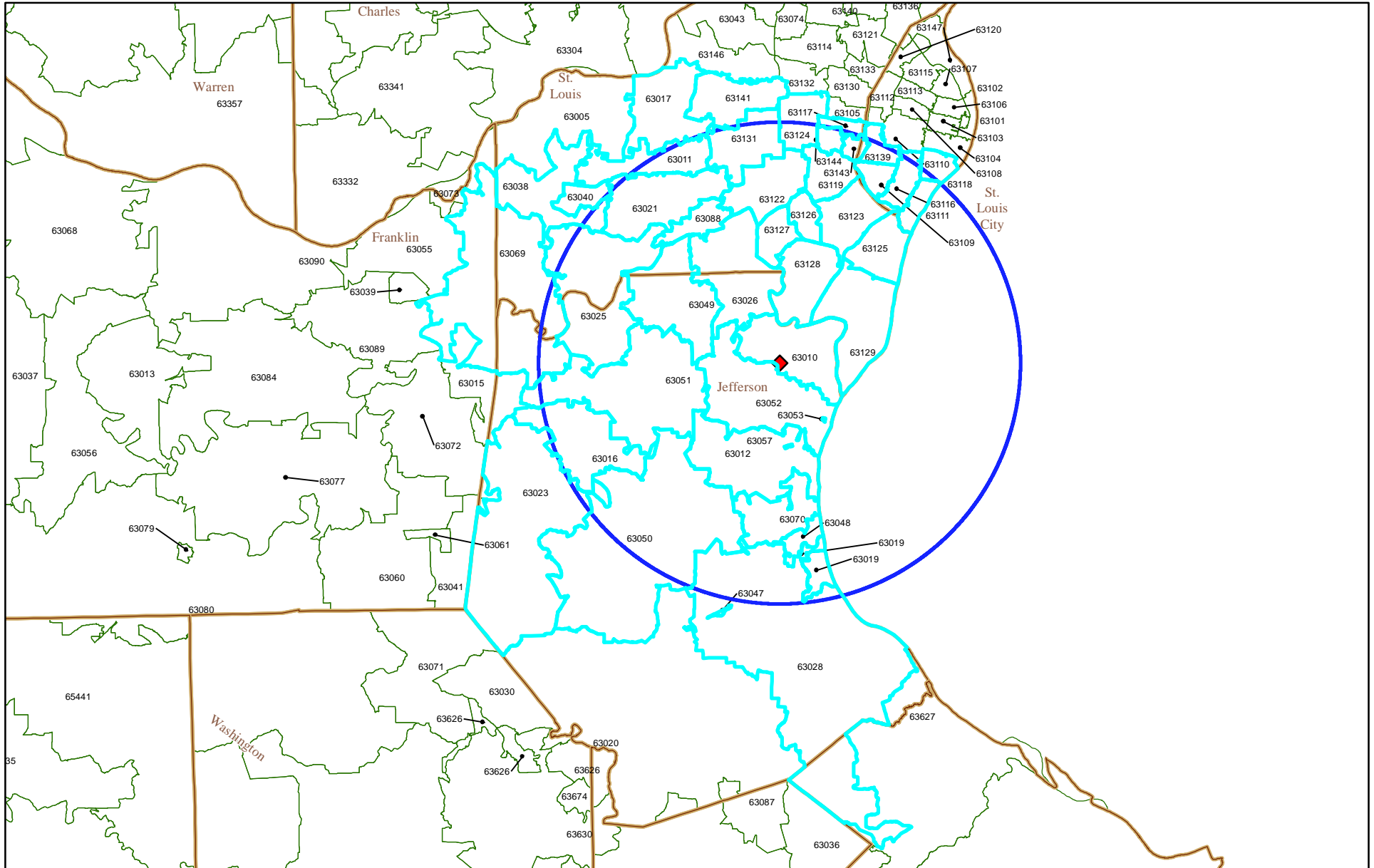
By: OH Arnold Senior, LLC,  
a Missouri limited liability company

By: Patrick E. O'Reilly  
Patrick E. O'Reilly, Manager



# CON 15 Mile Radius

(Lat: 38.418639 & Long: -90.412996)



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION 65+			Project Number:			Project Address: (38.418639, -90.412996)								
2	Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Zip Pop in Zip & Radius	Zip Pop in Zip & Radius	
3	1	63010	7,170	Arnold	4,183	100%	4,183	4,243	2,927	100%	2,927	100%	4,183	4,243	7,170
4				Imperial	597	10%	60	0	0	0	0	10%	60	0	0
5							0	0	0	0	0	0	0	0	0
6	2	63011	8,366				0	0	8,366	50%	4,183		0	0	4,183
7							0	0	0	0	0	0	0	0	0
8							0	0	0	0	0	0	0	0	0
9	3	63012	1,299	Barnhart	617	90%	555	585	714	100%	714	90%	555	585	1,299
10				Imperial	597	5%	30	0	0	0	5%	30	0	0	0
11							0	0	0	0	0	0	0	0	0
12	4	63016	1,368	Cedar Hill	239	100%	239	268	1,100	90%	990	100%	239	268	1,258
13				Cedar Hill Lakes	29	100%	29	0	0	0	100%	29	0	0	0
14							0	0	0	0	0	0	0	0	0
15	5	63017	13,256				0	0	13,256	0%	0		0	0	0
16							0	0	0	0	0	0	0	0	0
17							0	0	0	0	0	0	0	0	0
18	6	63019	985	Crystal City	1,049	80%	839	889	96	100%	96	80%	839	889	985
19				Herculaneum	1,000	5%	50	0	0	0	5%	50	0	0	0
20							0	0	0	0	0	0	0	0	0
21	7	63021	8,846				0	0	8,846	95%	8,404		0	0	8,404
22							0	0	0	0	0	0	0	0	0
23							0	0	0	0	0	0	0	0	0
24	8	63023	1,076				0	0	1,076	5%	54		0	0	54
25							0	0	0	0	0	0	0	0	0
26							0	0	0	0	0	0	0	0	0
27	9	63025	2,248	Byrnes Mill	383	20%	77	111	2,137	90%	1,923	20%	77	111	2,034
28				LaBarque Creek	229	15%	34	0	0	0	15%	34	0	0	0
29							0	0	0	0	0	0	0	0	0
30	10	63026	6,522	Murphy	1,269	80%	1,015	1,015	5,507	100%	5,507	80%	1,015	1,015	6,522
31							0	0	0	0	0	0	0	0	0
32							0	0	0	0	0	0	0	0	0
33	11	63028	6,275	Crystal City	1,049	20%	210	2,648	3,627	25%	907	0%	0	2,199	3,106
34				Festus	2,388	100%	2,388	0	0	0	90%	2,149	0	0	0
35				Herculaneum	1,000	5%	50	0	0	0	5%	50	0	0	0
36	12	63038	1,125				0	0	1,125	5%	56		0	0	56
37							0	0	0	0	0	0	0	0	0
38							0	0	0	0	0	0	0	0	0
39	13	63040	1,000				0	0	1,000	0%	0		0	0	0
40							0	0	0	0	0	0	0	0	0
41							0	0	0	0	0	0	0	0	0
42	14	63048	979	Herculaneum	1,000	85%	850	889	90	100%	90	85%	850	889	979
43				Pevely	773	5%	39	0	0	0	5%	39	0	0	0
44							0	0	0	0	0	0	0	0	0
45	15	63049	2,605	Byrnes Mill	383	5%	19	929	1,676	100%	1,676	5%	19	929	2,605
46				High Ridge	607	100%	607	0	0	0	100%	607	0	0	0
47				Murphy	1,269	20%	254	0	0	0	20%	254	0	0	0
48				Parkdale	45	100%	45	0	0	0	100%	45	0	0	0
49				Peaceful Village	4	100%	4	0	0	0	100%	4	0	0	0
50	16	63050	3,208	Hillsboro	399	100%	399	399	2,809	60%	1,685	50%	200	200	1,885
51							0	0	0	0	0	0	0	0	0
52							0	0	0	0	0	0	0	0	0
53	17	63051	2,264	Byrnes Mill	383	75%	287	416	1,848	90%	1,663	75%	287	393	2,056
54				LaBarque Creek	229	40%	92	0	0	0	30%	69	0	0	0
55				Scotsdale	37	100%	37	0	0	0	100%	37	0	0	0
56	18	63052	3,798	Imperial	597	85%	507	513	3,285	100%	3,285	85%	507	513	3,798
57				Kimmswick	19	30%	6	0	0	0	30%	6	0	0	0
58							0	0	0	0	0	0	0	0	0
59	19	63053	9	Kimmswick	19	70%	13	13	-4	100%	-4	70%	13	13	9
60							0	0	0	0	0	0	0	0	0
61							0	0	0	0	0	0	0	0	0
62	20	63057	92	Barnhart	617	10%	62	62	30	100%	30	10%	62	62	92
63							0	0	0	0	0	0	0	0	0
64							0	0	0	0	0	0	0	0	0
65	21	63069	2,844	Gray Summit	368	30%	110	1,412	1,432	10%	143	0%	0	0	143
66				LaBarque Creek	229	30%	69	0	0	0	20%	0	0	0	0
67				Lake Tekakwitha	38	100%	38	0	0	0	0%	0	0	0	0
68				Pacific	1,195	100%	1,195	0	0	0	0%	0	0	0	0
69	22	63070	1,417	Herculaneum	1,000	5%	50	1,050	367	100%	367	5%	50	1,050	1,417
70				Horine	266	100%	266	0	0	0	100%	266	0	0	0
71				Pevely	773	95%	734	0	0	0	95%	734	0	0	0
72	23	63088	1,606				0	0	1,606	100%	1,606		0	0	1,606
73							0	0	0	0	0	0	0	0	0
74							0	0	0	0	0	0	0	0	0
75	24	63109	4,568				0	0	4,568	100%	4,568		0	0	4,568
76							0	0	0	0	0	0	0	0	0
77							0	0	0	0	0	0	0	0	0
78	25	63111	2,924				0	0	2,924	100%	2,924		0	0	2,924
79							0	0	0	0	0	0	0	0	0
80							0	0	0	0	0	0	0	0	0
81	26	63116	5,923				0	0	5,923	90%	5,331		0	0	5,331
82							0	0	0	0	0	0	0	0	0
83							0	0	0	0	0	0	0	0	0
84	27	63117	1,477				0	0	1,477	5%	74		0	0	74
85							0	0	0	0	0	0	0	0	0
86							0	0	0	0	0	0	0	0	0
87	28	63118	2,265				0	0	2,265	10%	227		0	0	227
88							0	0	0	0	0	0	0	0	0
89							0	0	0	0	0	0	0	0	0
90	29	63119	7,912				0	0	7,912	100%	7,912		0	0	7,912



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
91							0						0		
92							0						0		
93	30	63122	8,923				0	0	8,923	100%	8,923		0	0	8,923
94							0						0		
95							0						0		
96	31	63123	12,048				0	0	12,048	100%	12,048		0	0	12,048
97							0						0		
98							0						0		
99	32	63124	3,583				0	0	3,583	40%	1,433		0	0	1,433
100							0						0		
101							0						0		
102	33	63125	7,851				0	0	7,851	100%	7,851		0	0	7,851
103							0						0		
104							0						0		
105	34	63126	4,251				0	0	4,251	100%	4,251		0	0	4,251
106							0						0		
107							0						0		
108	35	63127	1,904				0	0	1,904	100%	1,904		0	0	1,904
109							0						0		
110							0						0		
111	36	63128	9,830				0	0	9,830	100%	9,830		0	0	9,830
112							0						0		
113							0						0		
114	37	63129	10,819				0	0	10,819	100%	10,819		0	0	10,819
115							0						0		
116							0						0		
117	38	63131	4,319				0	0	4,319	90%	3,887		0	0	3,887
118							0						0		
119							0						0		
120	39	63139	3,362				0	0	3,362	60%	2,017		0	0	2,017
121							0						0		
122							0						0		
123	40	63141	5,599				0	0	5,599	0%	0		0	0	0
124							0						0		
125							0						0		
126	41	63143	985				0	0	985	100%	985		0	0	985
127							0						0		
128							0						0		
129	42	63144	1,510				0	0	1,510	100%	1,510		0	0	1,510
130							0						0		
131							0						0		
132							0						0		
133		178,411			24,879		15,442	15,442	162,969		122,796		13,359	13,359	136,155
134															
135	Rev. 05/2013													Bed Need	3403.87425



# SERVICE-SPECIFIC REVENUES AND EXPENSES

**Project Title:**

**Project #:**

## Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

**Year**

**Amount of Utilization:\***

--	--	--

**Revenue:**

Average Charge\*\*

--	--	--

Gross Revenue

--	--	--

Revenue Deductions

--	--	--

Operating Revenue

--	--	--

Other Revenue

--	--	--

**TOTAL REVENUE**

--	--	--

**Expenses:**

Direct Expenses

Salaries

--	--	--

Fees

--	--	--

Supplies

--	--	--

Other

--	--	--

TOTAL DIRECT

--	--	--

Indirect Expenses

Depreciation

--	--	--

Interest\*\*\*

--	--	--

Rent/Lease

--	--	--

Overhead\*\*\*\*

--	--	--

TOTAL INDIRECT

--	--	--

**TOTAL EXPENSES**

--	--	--

**NET INCOME (LOSS):**

--	--	--

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.





Certificate of Need Program

**SERVICE-SPECIFIC REVENUES AND EXPENSES**

**Project Title:** Arnold Senior Living

**Project #:**

**Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion**

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

	<b>Year</b>		
	<u>2029</u>	<u>2030</u>	<u>      </u>
<b>Amount of Utilization:*</b>	23,452	23,452	
<b>Revenue:</b>			
Average Charge**	\$233	\$240	
Gross Revenue	\$5,469,842	\$5,619,868	\$0
Revenue Deductions	124,125	0	
Operating Revenue	5,345,717	5,619,882	0
Other Revenue	0	0	0
<b>TOTAL REVENUE</b>	<b>\$5,345,717</b>	<b>\$5,619,882</b>	<b>\$0</b>
<b>Expenses:</b>			
Direct Expenses			
Salaries	2,147,000	2,195,815	
Fees	191,676	196,044	
Supplies	294,495	300,447	
Other	511,060	523,260	
<b>TOTAL DIRECT</b>	<b>\$3,144,231</b>	<b>\$3,215,566</b>	<b>\$0</b>
Indirect Expenses			
Depreciation	537,549	537,549	
Interest***	862,362	848,597	
Rent/Lease	0	0	0
Overhead****	0	0	0
<b>TOTAL INDIRECT</b>	<b>\$1,399,911</b>	<b>\$1,386,146</b>	<b>\$0</b>
<b>TOTAL EXPENSES</b>	<b>\$4,544,142</b>	<b>\$4,601,712</b>	<b>\$0</b>
<b>NET INCOME (LOSS):</b>	<b>\$801,575</b>	<b>\$1,018,170</b>	<b>\$0</b>

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.



**MISSOURI SENATE**  
JEFFERSON CITY

**MARY ELIZABETH COLEMAN**  
SENATOR, 22<sup>ND</sup> DISTRICT

February 5, 2024

Certificate of Need Program  
Department of Health and Senior Services  
P.O. Box 570  
Jefferson City, MO 65102

*Re: Arnold Senior Living, LLC, CON Application #6085RS*

Dear Staff and Committee:

I am writing in support of Arnold Senior Living, LLC's proposed plan for the construction of a new assisted living facility near the intersection of Vogel Rd & Old Lemay Ferry Rd, Windsor Township, MO 63010 in a suburb of the city of Arnold, MO.

The new development will be a benefit for Arnold's senior citizens, offering a continuum of care through all stages of the aging process with modern technology to promote wellness and longevity. This new senior community will be developed by O'Reilly Development, which has years of experience in several types of housing, including senior, student, and affordable housing. Missouri-based senior housing industry leader, Arrow Senior Living Management, will oversee operations.

I know the development and management team is committed to quality, dignified care for Arnold area seniors. With their proven track record and innovative hands-on approach, I am confident in their ability to bring benefit to seniors, their families, employees, and the Arnold area by meeting this healthcare need.

With this approach and commitment by the development and management team, and the benefits to the community in mind, I enthusiastically support their efforts in this application for a certificate of need.

Thank you for your prompt and thoughtful consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "ME Coleman".

Senator Mary Elizabeth Coleman



February 1, 2024

Certificate of Need Program  
Department of Health and Senior Services  
P.O. Box 570  
Jefferson City, MO 65102

*Re: Arnold Senior Living, LLC, CON Application #6085RS*

Dear Staff and Committee:

I am writing in support of Arnold Senior Living, LLC's proposed plan for the construction of a new assisted living facility near the intersection of Vogel Rd & Old Lemay Ferry Rd, Windsor Township, MO 63010 in a suburb of the city of Arnold, MO.

I believe a development like this that offers a range of care through all parts of the aging process will be a benefit to Arnold's senior citizens. From what I know about the organizations involved through first hand experience their use of modern technology and a true hands on approach to promote wellness and longevity is second to none. This new senior community will be developed by O'Reilly Development, which has years of experience in several types of housing, including senior, student, and affordable housing. Missouri-based senior housing industry leader, Arrow Senior Living Management, will oversee operations.

I have experienced first hand the gracious and loving care Arrow exemplifies to all resident in their community as my paternal grandmother was a resident and one of their communities in St. Charles until she passed. My husband has been in the senior living business for almost 15 years and he too was truly impressed and the quality and dignified care the staff showed everyone any time we would visit. I am confident that the team developing and manging these properties are committed to the residents they server every day and it will be no different for our Arnold area seniors. I know there is no better organization to meet this significant healthcare need in our community bringing benefits to not only seniors, but also their families, the employees, and the Arnold area as a whole.

With this approach and commitment by the development and management team, and the benefits to the community in mind, I enthusiastically support their efforts in this application for a certificate of need.

Thank you for your prompt and thoughtful consideration of this matter.

Sincerely,



Nicole Brockmeyer  
2182 San Simeon Dr  
Arnold, MO 63010



# ST. LOUIS POST-DISPATCH

## AFFIDAVIT OF PUBLICATION

Graves Garrett  
1100 Main St., Ste. 2700  
Kansas City, MO 64105  
Attn: Christina Black (Affidavit Enclosed)

Ad Number – 126204 – PO# Christina Black - Description: Arnold Senior Living, LLC is seeking Certificate of Need approval to develop and construct a 78-bed assisted living facility...- (Project No. 6085RS).

THE ATTACHED ADVERTISEMENT WAS PUBLISHED

In the St. Louis Post-Dispatch on the following date(s): 2/5/2024

A version of the ad also appeared on STLtoday.com Starting: 2/5/2024

  
COMPANY REPRESENTATIVE

Arnold Senior Living, LLC is seeking Certificate of Need approval to develop and construct a 78-bed assisted living facility with memory care units at the northeast corner of Vogel Road and Old Lemay Ferry Road in Arnold, Missouri 63010 (Project No. 6085RS). If you have any comments or concerns, please feel free to direct them to Attorney Cody Hagan at 1100 Main Street, Suite 2700, Kansas City, MO 64105, (816) 256-3181, or chagan@gravesgarrett.com.

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS February 5th, 2024

  
NOTARY PUBLIC, CITY OF ST. LOUIS

901 N. TENTH ST., ST LOUIS MO 63101

PHONE 314-340-8000

WHITNEY M. DONOVAN  
Notary Public, Notary Seal  
State of Missouri  
St. Louis County  
Commission # 15633211  
My Commission Expires 02-25-2027



# LEADER

Publications

Publishers of  
*Jefferson County Leader*  
*Arnold-Imperial Leader*  
*West Side Leader*  
*Eureka Leader*

P.O. Box 159 • 503 N. Second Street • Festus, MO 63028  
636-937-7501 • 636-931-7560 • Fax 636-931-2226

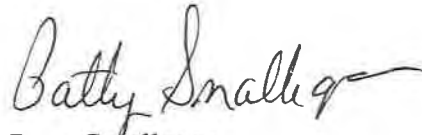
[www.myleaderpaper.com](http://www.myleaderpaper.com)  
ads@leaderpublications.biz (sales)  
news@leaderpublications.biz (news)

February 13, 2024

Graves Garret Greim  
1100 Main St, Suite 2700  
Kansas City, MO 64114

Notice of **Arnold Senior Living CON**, ran in the Jefferson County Leader, Arnold-Imperial Leader, West Side Leader, and on the website February 8, 2024.

**CON Approval**  
Arnold Senior Living, LLC is seeking Certificate of Need approval to develop and construct a 78-bed assisted living facility with memory care units at the northeast corner of Vogel Road and Old Lemay Ferry Road in Arnold, Missouri 63010 (Project No. 6085RS). If you have any comments or concerns, please feel free to direct them to Attorney Cody Hagan at 1100 Main Street, Suite 2700, Kansas City, MO 64105, or [chagan@gravesgarrett.com](mailto:chagan@gravesgarrett.com). (816)256-3181



Patty Smallegan  
Office Manager

to before me this 13<sup>th</sup> day of February 2024.



Peggy Scott  
#18256979  
Notary Public

My commission expires June 4, 2026.



Attestation of Compliance

I, Cody Hagan, certify that, to the best of my knowledge and belief, have followed all applicable regulations regarding notifying surrounding facilities of the application submitted to the Missouri Health Facilities Review Committee by Arnold Senior Living for the establishment of a 78-bed assisted living facility with memory care units by letter dated January 31, 2024.

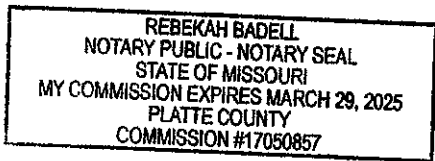
Signature: Cody Hagan

Date: 2/22/24

I, Rebekah Badell, a notary public in and for the State of Missouri do hereby certify that Cody Hagan, whose name is signed to the writing above, has this day acknowledged the same before me.

Rebekah Badell  
Notary Public

Date: 2/22/24





County	Facility Name	Address	City	Zip
Jefferson	Autumn Ridge Residences	300 Autumn Ridge Dr	Herculaneum	63048
Jefferson	Cedarhurst of Arnold	2069 MO State Road	Arnold	63010
Jefferson	Colonial House of Festus II (Re-opened 5/31/22)	129 Gray St	Festus	63028
Jefferson	Keaton Center	120 North Mill St	Festus	63028
Jefferson	Magnolia House	204 Grand Ave	Festus	63028
Jefferson	Meadowview Memory Care	100 Woodland Court	Arnold	63010
Jefferson	My Place Residential Care, L.C.	23 North Sixth St	Festus	63028
Jefferson	Pine Valley at the Woodlands	620 Woodland Meadows	Arnold	63010
Jefferson	Sunnyhill Residential Care Facility	134 Gray St	Festus	63028
Jefferson	Crystal Oaks	1500 Calvary Church Rd	Festus	63028
St Louis	Aberdeen Heights	505 Couch Ave	Kirkwood	63122
St Louis	Anthology of Clayton View	8825 Eager Road	St. Louis	63144
St Louis	Anthology of Town & Country	1020 Woods Mill Rd	Town & Country	63017
St Louis	Applegate Retirement Home	1204 Telegraph Rd	St Louis	63125
St Louis	Ascension Living Sherbrooke Village	4005 Ripa Ave	St Louis	63125
St Louis	Assisted Living at Charless Village	5943 Telegraph Rd	St Louis	63129
St Louis	Avalon Memory Care	5342 Butler Hill Road	St Louis	63128
St Louis	Bethesda Hawthorne Place	1111 South Berry Road	St Louis	63122
St Louis	Brookdale West County	785 Henry Ave	Ballwin	63011
St Louis	Cape Albeon	3300 Lake Bend Dr	Valley Park	63088
St Louis	Cedarhurst of Des Peres	12826 Daylight Circle	St. Louis	63131
St Louis	Cedarhurst of Tesson Heights	12335 West Bend Dr	St Louis	63128
St Louis	Dougherty Ferry Assisted Living & Memory Care	2929 Dougherty Ferry Road	Saint Louis	63122
St Louis	Family Partners Home LLC	232 Creve Coeur Ave	Saint Louis	63011
St Louis	Family Partners Manchester (Opened 6/4/21, licensed 12 beds)	351 Forest Summit Court	Manchester	63021
St Louis	Fountains of West County AL, LLC, The	15822 Clayton Road	Ellisville	63011
St Louis	Friendship Village Assisted Living & Memory Care (2)	12777 Pointe Dr.	St. Louis	63127
St Louis	Garden Villas of Meramec Valley (CON App 3/5/18)	1 Arbor Terrace	Fenton	63026
St Louis	Garden Villas South	13457 Tesson Ferry Road	St Louis	63128
St Louis	Grande at Laumeier Park, The	12470 Rott Road	Sunset Hills	63127
St Louis	Laclede Commons	727 S Laclede Station Rd	St Louis	63119
St Louis	Lutheran Senior Services at Meramec Bluffs	50 Meramec Trail Dr	Ballwin	63021
St Louis	Marymount Manor	313 Augustine Rd	Eureka	63025
St Louis	Mattis Pointe-Assisted Living by Americare	4962 Mattis Road	St. Louis	63128
St Louis	Mari de Villa (CON App 11/4/19)	13900 Clayton Rd	Town and Country	63017
St Louis	Mother Of Perpetual Help Residence, Inc	7609 Watson Rd	St Louis	63119

St Louis	Nazareth Living Center	#2 Nazareth Lane	St Louis	63129
St Louis	Richmond Terrace Assisted Living	1633 Laclede Station Rd	St Louis	63117
St Louis	Southview Assisted Living	9916 Reavis Rd	Affton	63123
St Louis	Sunrise of Webster Groves	45 East Lockwood	St Louis	63119
St Louis	Sylvan House	30 Sherman Rd	St Louis	63125
St Louis	The Collins House (CON App. 01/04/22)	102 and 104 Collins Drive	Festus	63028
St Louis	Topwood Home, LLC (CON App. 11/10/22)	4 Topwood Dr	Manchester	63011
St Louis	Vantage Pointe at Adworth Drive (CON App. 1/7/19)	1025 & 1031 Adworth Drive	Mehlville	63125
St Louis	Westview at Ellisville Assisted Living	27 Reinke Rd	Ellisville	63021
St Louis City	Carondelet Retirement Manor	6811 Michigan	St Louis	63111
St Louis City	Chateau Ann Marie	7700 Minnesota Ave	St. Louis	63111
St Louis City	Holly Hills Retirement Home	6421 Minnesota	St Louis	63111
St Louis City	Kasey Paige Assisted Living	3715 Jamieson Ave	St Louis	63109
St Louis City	Riverview, The	5500 South Broadway	St Louis	63111
St Louis City	St Louis Hills Assisted Living and Memory Care	6543 Chippewa St	St Louis	63109
St Louis City	St. Louis Altenheim (CON App. 11/10/22)	5408 South Broadway	St. Louis	63111





Graves Garrett LLC

Cody S. Hagan  
816.285.3055 phone  
816.256.5958 fax  
chagan@gravesgarrett.com

January 31, 2024

**Via USPS**

Aberdeen Heights  
Attn: Administrator  
**505 Couch Ave**  
Kirkwood, Missouri 63122

**Re: Arnold Senior Living – Project No. 6085 RS**

To Whom it May Concern:

Please be advised that Arnold Senior Living, LLC will submit and/or has submitted a Certificate of Need application to develop and construct a 78-bed assisted living facility with memory care units at the northeast corner of Vogel Road and Old Lemay Ferry Road in Arnold, Missouri 63010.

Sincerely,

Cody S. Hagan

## **DIVIDER III**

### **Service-Specific Criteria and Standards**



**Divider III: Service-Specific Criteria and Standards**

- 1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.**

N/A

- 2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.**

The population and map data provided by the Department of Health and Senior Services indicated a population of 136,155 aged 65 and older within a 15-mile radius of Project #6085 RS. See Attachments 3-2.1 and 3-2.2. The Department of Health and Senior Services six-quarter summary showed an RCF/ALF inventory of 3,664 licensed and available beds within a 15-mile radius of Project #6085 RS. See Attachment 3-2.3. Based on this data, there is a 260-bed surplus.

$$\text{Unmet Need} = (2.5\% \times P) - U$$

Where:

25 = RCF/ALF need rate per 1,000 persons aged 65 or older

P = Projected population within a 15-mile radius

U = Number of existing licensed and available beds within 15-mile radius

$$\text{Unmet Need} = (0.025 \times 136,155) - 3,664 = -260 \text{ beds}$$

- 3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.**

N/A

- 4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health, or other specialty beds.**

The standard 15-mile need analysis indicates a current surplus of 260 beds. However, that figure significantly underrepresents the actual market need within the 15-mile radius.

- a. The actual, observed need within a 15-mile radius of the proposed facility is at least 935 beds when adjusting for necessary factors.*

The need for ALF units in Jefferson County—the county where Project #6085RS will be located—is well-documented. According to this Committee's 2023 publication of "Assisted Living and Residential Care Occupancy and Bed Need Summary by County," Jefferson County has a need for 440 ALF beds, the second highest of any county in the state. For this project, however, the default formula produces a surplus in this area due to the inclusion of St. Louis City. By removing this skewed data, we quickly see that the

Committee’s publication—which indicates the existence of a substantial need in Jefferson County—is not wrong.

First, 418 available beds in the 15-mile radius are located within St. Louis City. Arnold, the location of this project, is a significantly more rural area than St. Louis City. Many of its residents have lived in Arnold for the entirety of their lives and have no interest in living in an urban environment. Therefore, as a practical matter, residents of Arnold and the surrounding rural areas are not going to consider an ALF facility located in St. Louis City. When St. Louis City beds are excluded from the bed inventory, the resulting inventory for the 15-mile radius is 3,246, which results in an *actual need* of 158 beds.

This need in Jefferson County is further evidenced by the 10-mile radius data, which removes St. Louis City from the evaluation. When utilizing data for a 10-mile radius, the projected population is 62,453, which results in a need of 1,561 beds. Meanwhile, there are 993 “licensed and available” beds within this 10-mile radius. Thus, according to the default formula, there is a shortage of 568 beds in this area, indicating there is, indeed, a need for ALF units in the Arnold area when St. Louis City is removed from the analysis. See Attachment 3-4.1.

Second, many of the licensed and available beds in the 15-mile radius are chronically underutilized and should be excluded from the bed inventory. The total occupancy rate across all facilities in the 15-mile radius (minus those in St. Louis City) over the past six quarters is approximately 76%. Therefore, approximately 777 of the currently licensed and available beds in the 15-mile radius (minus St. Louis City) are chronically underused. These chronically underused beds are exemplified by six facilities that have an average occupancy rate below 60% over the last six quarters, including two facilities that have averaged less than 40% occupancy. When these chronically underused beds are excluded from the bed inventory, the actual inventory for the 15-mile radius is 2,469 (3,664 – 418 – 777), which results in an *actual need* of 935 beds.

Third, 471 of the 3,388 currently available beds in the 15-mile radius are located in residential care facilities (RCFs). RCF facilities are increasingly serving different populations than those of ALFs and those on which the need analysis regulation is based. Specifically, RCFs are trending toward providing mental health services and many of their patients are younger than 65 years of age. For example, Sunnyhill Residential Care Facility is located in the neighboring town of Festus. It is licensed for 20 RCF beds and advertises as a “support [for] people with developmental disabilities.” Or similarly, Marymount Manor is located in Eureka and is licensed for 100 RCF beds. They advertise as a rehabilitation facility for “those who are ready to leave the hospital but not yet ready to go home.” These facilities are included in the licensed and available bed count, yet they are



not actually geared toward the 65 and older demographic. Other factors, including building design and skilled staffing that cannot accommodate an aging population, contribute to RCF facilities serving younger populations. Thus, an unknown number of RCF beds are not realistically available for persons over 65 years of age, and the actual bed need of the 15-mile radius is likely higher than 935 beds given the number of RCF beds in the area.

By removing the St. Louis City beds and the chronically underutilized beds in this area, the default formula renders a real-world need of at least 935 beds. The actual need is likely even higher given the number of RCF beds in the area, which are increasingly offering divergent services from ALF facilities. Applicant's proposed community will help satisfy this real and observed need, providing 78 of the 935 needed ALF beds.

*b. Applicant's proposed facility is substantially different from the current options*

Applicant's proposed facility will differentiate itself from current facilities in the area by using Foresite Eldercare's state-of-the-art 2-D imaging technology in its rooms to ensure the highest level of care for its residents. Foresite Eldercare will enable Arnold Senior Living to monitor important data regarding each resident, including the resident's vitals, gait, and other information necessary to provide residents with the highest quality of care. The 2-D imaging and detection will also be utilized to reduce risk of falls—and to decrease response times when falls do occur.

Moreover, the proposed facility will be co-located with a 98-unit independent living facility, from which an average of 20% of residents eventually move to ALF facilities. Accordingly, applicant's new, co-located independent living community could supply a large percentage of the proposed ALF community's population after both reach stabilization. The proposed ALF facility will meet the bed need in its market with modern facilities designed to improve the continuum of care for Arnold residents and improve overall quality of living and patient care in the market.

Finally, interviews with local health care professional revealed a strong desire for more options in the area, especially more affordable options. The current, affordable options in the area are not of strong enough quality with many utilizing out-of-date facilities and offering few amenities and services. This facility can likely meet some of that need. Rent will start at market average, but market average is \$1,000 less than the newest community in the area.

**5. For any proposed facility which is designed and operated exclusively for persons with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.**

N/A

- 6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain.**

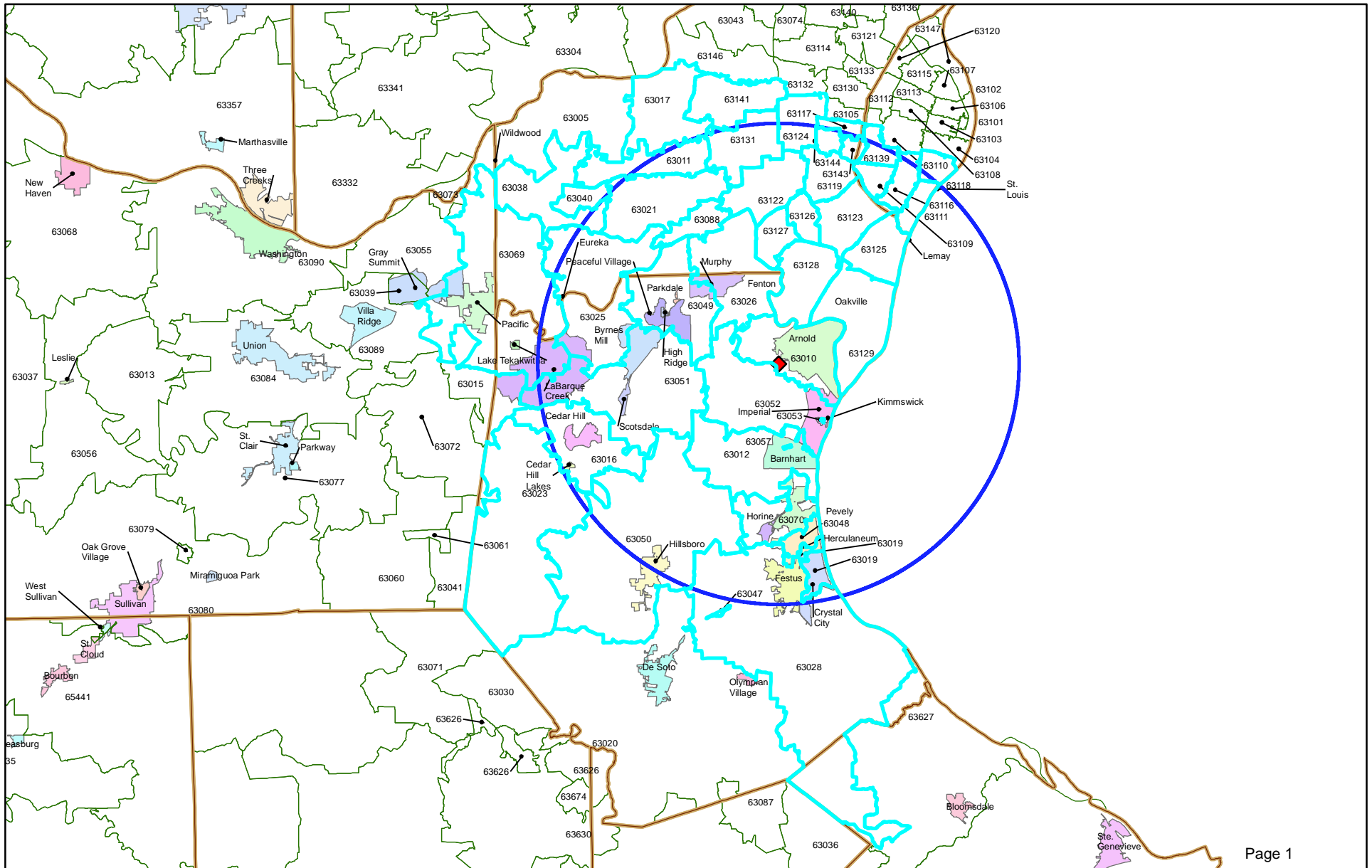
N/A

## **DIVIDER III Attachments**



# CON 15 Mile Radius

(Lat: 38.418639 & Long: -90.412996)



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	POPULATION 65+			Project Number:			Project Address: (38.418639, -90.412996)								
2	Zip In Radius	Pop in Zip	City in Zip	City Pop	% of City in ZIP	City Pop in ZIP	Total Cities' Pop in Zip	Zip Pop W/O Cities' Pop	% of Zip Area in Radius	Zip Pop in Radius W/O Cities' Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total Cities' Pop in Zip & Radius	Zip Pop w City Pop in Zip & Radius	
3	1	63010	7,170	Arnold	4,183	100%	4,183	4,243	2,927	100%	2,927	100%	4,183	4,243	7,170
4				Imperial	597	10%	60				10%	60			
5							0					0			
6	2	63011	8,366				0	0	8,366	50%	4,183		0	0	4,183
7							0					0			
8							0					0			
9	3	63012	1,299	Barnhart	617	90%	555	585	714	100%	714	90%	555	585	1,299
10				Imperial	597	5%	30				5%	30			
11							0					0			
12	4	63016	1,368	Cedar Hill	239	100%	239	268	1,100	90%	990	100%	239	268	1,258
13				Cedar Hill Lakes	29	100%	29				100%	29			
14							0					0			
15	5	63017	13,256				0	0	13,256	0%	0		0	0	0
16							0					0			
17							0					0			
18	6	63019	985	Crystal City	1,049	80%	839	889	96	100%	96	80%	839	889	985
19				Herculaneum	1,000	5%	50				5%	50			
20							0					0			
21	7	63021	8,846				0	0	8,846	95%	8,404		0	0	8,404
22							0					0			
23							0					0			
24	8	63023	1,076				0	0	1,076	5%	54		0	0	54
25							0					0			
26							0					0			
27	9	63025	2,248	Byrnes Mill	383	20%	77	111	2,137	90%	1,923	20%	77	111	2,034
28				LaBarque Creek	229	15%	34				15%	34			
29							0					0			
30	10	63026	6,522	Murphy	1,269	80%	1,015	1,015	5,507	100%	5,507	80%	1,015	1,015	6,522
31							0					0			
32							0					0			
33	11	63028	6,275	Crystal City	1,049	20%	210	2,648	3,627	25%	907	0%	0	2,199	3,106
34				Festus	2,388	100%	2,388				90%	2,149			
35				Herculaneum	1,000	5%	50				5%	50			
36	12	63038	1,125				0	0	1,125	5%	56		0	0	56
37							0					0			
38							0					0			
39	13	63040	1,000				0	0	1,000	0%	0		0	0	0
40							0					0			
41							0					0			
42	14	63048	979	Herculaneum	1,000	85%	850	889	90	100%	90	85%	850	889	979
43				Pevely	773	5%	39				5%	39			
44							0					0			
45	15	63049	2,605	Byrnes Mill	383	5%	19	929	1,676	100%	1,676	5%	19	929	2,605
46				High Ridge	607	100%	607				100%	607			
47				Murphy	1,269	20%	254				20%	254			
48				Parkdale	45	100%	45				100%	45			
49				Peaceful Village	4	100%	4				100%	4			

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
50	16	63050	3,208	Hillsboro	399	100%	399	399	2,809	60%	1,685	50%	200	200	1,885
51							0						0		
52							0						0		
53	17	63051	2,264	Byrnes Mill	383	75%	287	416	1,848	90%	1,663	75%	287	393	2,056
54				LaBarque Creek	229	40%	92					30%	69		
55				Scotsdale	37	100%	37					100%	37		
56	18	63052	3,798	Imperial	597	85%	507	513	3,285	100%	3,285	85%	507	513	3,798
57				Kimmswick	19	30%	6					30%	6		
58							0						0		
59	19	63053	9	Kimmswick	19	70%	13	13	-4	100%	-4	70%	13	13	9
60							0						0		
61							0						0		
62	20	63057	92	Barnhart	617	10%	62	62	30	100%	30	10%	62	62	92
63							0						0		
64							0						0		
65	21	63069	2,844	Gray Summit	368	30%	110	1,412	1,432	10%	143	0%	0	0	143
66				LaBarque Creek	229	30%	69					20%	0		
67				Lake Tekakwitha	38	100%	38					0%	0		
68				Pacific	1,195	100%	1,195					0%	0		
69	22	63070	1,417	Herculaneum	1,000	5%	50	1,050	367	100%	367	5%	50	1,050	1,417
70				Horine	266	100%	266					100%	266		
71				Pevely	773	95%	734					95%	734		
72	23	63088	1,606				0	0	1,606	100%	1,606		0	0	1,606
73							0						0		
74							0						0		
75	24	63109	4,568				0	0	4,568	100%	4,568		0	0	4,568
76							0						0		
77							0						0		
78	25	63111	2,924				0	0	2,924	100%	2,924		0	0	2,924
79							0						0		
80							0						0		
81	26	63116	5,923				0	0	5,923	90%	5,331		0	0	5,331
82							0						0		
83							0						0		
84	27	63117	1,477				0	0	1,477	5%	74		0	0	74
85							0						0		
86							0						0		
87	28	63118	2,265				0	0	2,265	10%	227		0	0	227
88							0						0		
89							0						0		
90	29	63119	7,912				0	0	7,912	100%	7,912		0	0	7,912
91							0						0		
92							0						0		
93	30	63122	8,923				0	0	8,923	100%	8,923		0	0	8,923
94							0						0		
95							0						0		
96	31	63123	12,048				0	0	12,048	100%	12,048		0	0	12,048
97							0						0		
98							0						0		
99	32	63124	3,583				0	0	3,583	40%	1,433		0	0	1,433
100							0						0		
101							0						0		
102	33	63125	7,851				0	0	7,851	100%	7,851		0	0	7,851
103							0						0		
104							0						0		
105	34	63126	4,251				0	0	4,251	100%	4,251		0	0	4,251



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
106							0						0		
107							0						0		
108	35	63127	1,904				0	0	1,904	100%	1,904		0	0	1,904
109							0						0		
110							0						0		
111	36	63128	9,830				0	0	9,830	100%	9,830		0	0	9,830
112							0						0		
113							0						0		
114	37	63129	10,819				0	0	10,819	100%	10,819		0	0	10,819
115							0						0		
116							0						0		
117	38	63131	4,319				0	0	4,319	90%	3,887		0	0	3,887
118							0						0		
119							0						0		
120	39	63139	3,362				0	0	3,362	60%	2,017		0	0	2,017
121							0						0		
122							0						0		
123	40	63141	5,599				0	0	5,599	0%	0		0	0	0
124							0						0		
125							0						0		
126	41	63143	985				0	0	985	100%	985		0	0	985
127							0						0		
128							0						0		
129	42	63144	1,510				0	0	1,510	100%	1,510		0	0	1,510
130							0						0		
131							0						0		
132							0						0		
133			<b>178,411</b>				<b>15,442</b>	<b>15,442</b>	<b>162,969</b>		<b>122,796</b>		<b>13,359</b>	<b>13,359</b>	<b>136,155</b>
134															
135	Rev. 05/2013													Bed Need	3403.87425

County	Facility Name	Address	City	Zip	CON Approved	Licensed Beds			2nd Qtr 2022 Occup %	3rd Qtr 2022 Occup %	4th Qtr 2022 Occup %	1st Qtr 2023 Occup %	2nd Qtr 2023 Occup %	3rd Qtr 2023			Average Occup %	
						ALF	RCF	TOTAL						Pat Days	Occp Days	Occp %		
Jefferson	Autumn Ridge Residences	300 Autumn Ridge Dr	Herculaneum	63048	0	0	81	81	2.4%	70.0%	72.8%	74.9%	74.1%	7,452	5,550	74.5%	61.5%	
Jefferson	Cedarhurst of Arnold	2069 MO State Road	Arnold	63010	0	94	0	94	79.7%	79.9%	83.9%	94.2%	7,728	7,059	91.3%	85.8%		
Jefferson	Colonial House of Festus II (Re-opened 5/31/22)	129 Gray St	Festus	63028	0	0	20	20		58.0%	86.2%	75.0%	75.0%	1,840	1,348	73.3%	73.5%	
Jefferson	Crystal Oaks	1500 Calvary Church Rd	Festus	63028	0	60	0	60	60.6%	69.7%	68.9%	68.8%	95.7%	4,324	4,062	93.9%	75.8%	
Jefferson	Keaton Center (Closed 8/1/23)	120 North Mill St	Festus	63028	0	0	0	0	95.9%	100.0%	98.5%	92.3%	81.3%				93.4%	
Jefferson	Magnolia House	204 Grand Ave	Festus	63028	0	0	12	12	100.0%	98.4%	95.8%	98.8%	100.0%	1,104	1,104	100.0%	98.8%	
Jefferson	Meadowview Memory Care	555 Woodland Villas Lane	Arnold	63010	0	24	0	24	83.7%	90.8%	82.8%	82.6%	84.5%	2,208	1,827	82.7%	84.5%	
Jefferson	My Place Residential Care, L.C.	23 North Sixth St	Festus	63028	0	44	0	44	97.5%	95.5%	96.0%	99.6%	100.0%	4,048	3,942	97.4%	97.7%	
Jefferson	Pine Valley at the Woodlands	620 Woodland Meadows	Arnold	63010	0	48	0	48	63.6%	63.8%	69.3%	81.0%	85.6%	4,416	3,240	73.4%	72.7%	
Jefferson	Sunnyhill Residential Care Facility	134 Gray St	Festus	63028	0	0	20	20	97.8%	88.4%	85.0%	95.0%	90.0%	1,840	1,656	90.0%	91.0%	
St Louis	Aberdeen Heights	505 Couch Ave	Kirkwood	63122	0	36	0	36	72.1%	78.6%	80.8%	77.7%	82.6%	3,312	2,535	76.5%	78.1%	
St Louis	Anthology of Clayton View	8825 Eager Road	St. Louis	63144	0	90	0	90		29.6%	30.0%	36.3%	37.8%	8,280	2,977	36.0%	33.9%	
St Louis	Anthology of Town & Country	1020 Woods Mill Rd	Town & Country	63017	0	95	0	95	62.5%	66.7%	67.4%	63.2%	66.6%	8,740	6,408	73.3%	66.7%	
St Louis	Applegate Retirement Home	1204 Telegraph Rd	St Louis	63125	0	0	38	38	90.3%	90.6%	91.2%	82.5%	84.2%				87.8%	
St Louis	Ascension Living Sherbrooke Village	4005 Ripa Ave	St Louis	63125	0	88	0	88	52.3%	47.8%	51.4%	55.3%	52.9%	8,096	4,241	52.4%	52.0%	
St Louis	Assisted Living at Charless Village	5943 Telegraph Rd	St Louis	63129	0	18	0	18	87.6%	92.8%	84.7%	85.2%	92.2%	1,656	1,506	90.9%	88.9%	
St Louis	Avalon Memory Care	5342 Butler Hill Road	St Louis	63128	30	30	0	30	87.0%	91.7%	96.0%	84.0%	96.0%	2,300	2,208	96.0%	91.9%	
St Louis	Bethesda Hawthorne Place	1111 South Berry Road	St Louis	63122	0	66	0	66	84.0%	84.4%	84.5%	86.0%	85.3%	6,072	5,061	83.3%	84.6%	
St Louis	Brookdale West County	785 Henry Ave	Ballwin	63011	0	98	0	98	64.5%	77.7%	64.6%	66.0%	66.1%	8,832	6,164	69.8%	68.1%	
St Louis	Cape Albeon	3300 Lake Bend Dr	Valley Park	63088	0	100	0	100	78.4%	73.9%	79.7%	76.2%	78.4%	7,057	1,845	26.1%	68.7%	
St Louis	Cedarhurst of Des Peres	12826 Daylight Circle	St. Louis	63131	0	76	0	76	79.9%	78.2%	70.9%	77.3%	92.9%				79.8%	
St Louis	Cedarhurst of Tesson Heights	12335 West Bend Dr	St Louis	63128	0	79	0	79		77.2%	80.0%	57.9%	67.9%	7,268	4,272	58.8%	67.2%	
St Louis	Dougherty Ferry Assisted Living & Memory Care	2929 Dougherty Ferry Road	Saint Louis	63122	0	110	0	110		41.1%	40.5%	35.4%	40.9%	10,120	4,119	40.7%	39.7%	
St Louis	Family Partners Home LLC	232 Creve Coeur Ave	Saint Louis	63011	0	8	0	8	91.9%	99.2%	98.6%	100.0%	97.3%	736	345	46.9%	88.9%	
St Louis	Family Partners Manchester (Opened 6/4/21)	351 Forest Summit Court	Manchester	63021	0	42	0	42	100.0%	83.0%	96.5%	100.0%	100.0%	2,300	2,169	94.3%	95.4%	
St Louis	Fountains of West County AL, LLC, The	15822 Clayton Road	Ellisville	63011	0	80	0	80	70.0%	71.5%	75.7%	68.9%	72.9%	7,360	5,423	73.7%	72.1%	
St Louis	Friendship Village Assisted Living & Memory Care (2)	12777 Pointe Dr.	St. Louis	63127	0	84	0	84	91.8%	89.9%	90.0%	90.1%	89.9%	7,242	6,512	89.9%	90.2%	
St Louis	Garden Villas of Meramec Valley (CON App 3/5/18)	1 Arbor Terrace	Fenton	63026	60	0	0	0										
St Louis	Garden Villas South	13457 Tesson Ferry Road	St Louis	63128	0	83	0	83	74.8%	65.0%	67.2%	66.3%	62.8%	7,006	4,121	58.8%	65.7%	
St Louis	Grande at Laumeier Park, The	12470 Rott Road	Sunset Hills	63127	0	98	0	98	54.0%	47.6%	59.0%	57.3%	60.4%	9,016	6,292	69.8%	58.0%	
St Louis	Laclede Commons	727 S Laclede Station Rd	St Louis	63119	0	242	0	242	82.7%	90.5%	91.9%	85.0%	94.5%	11,868	11,109	93.6%	89.7%	
St Louis	Lutheran Senior Services at Meramec Bluffs	50 Meramec Trail Dr	Ballwin	63021	0	100	0	100	93.9%	92.4%	91.1%	90.0%	89.9%	7,293	6,858	94.0%	91.9%	
St Louis	Marymount Manor	313 Augustine Rd	Eureka	63025	0	0	100	100	47.4%	49.6%	52.6%	51.9%	54.6%	4,232	2,296	54.3%	51.7%	
St Louis	Mattis Pointe-Assisted Living by Americare	4962 Mattis Road	St. Louis	63128	0	120	0	120	53.7%	55.0%	55.8%	54.3%	56.4%	11,040	6,176	55.9%	55.2%	
St Louis	Mother Of Perpetual Help Residence, Inc	7609 Watson Rd	St Louis	63119	0	160	0	160	54.1%	57.5%	58.4%	62.3%	71.2%	14,720	10,939	74.3%	63.0%	
St Louis	Nazareth Living Center	#2 Nazareth Lane	St Louis	63129	0	114	0	114	94.0%	94.2%	90.7%	93.0%	94.0%	10,488	9,796	93.4%	93.2%	
St Louis	Richmond Terrace Assisted Living	1633 Laclede Station Rd	St Louis	63117	0	99	0	99	75.4%	72.9%	70.9%	69.1%	76.3%	6,763	5,082	75.1%	73.3%	
St Louis	Southview Assisted Living	9916 Reavis Rd	Affton	63123	0	116	0	116	71.5%	72.4%	72.8%	70.7%	73.0%	10,672	8,061	75.5%	72.7%	
St Louis	Sunrise of Webster Groves	45 East Lockwood	St Louis	63119	0	90	0	90	67.8%	63.8%	57.0%						62.9%	
St Louis	Sylvan House	30 Sherman Rd	St Louis	63125	0	0	40	40	85.0%	85.0%	85.0%	87.5%	85.0%	3,680	3,128	85.0%	85.4%	
St Louis	The Collins House (CON App. 01/04/22)	102 and 104 Collins Drive	Festus	63028	8	0	0	0										
St Louis	Topwood Home, LLC (CON App. 11/10/22)	4 Topwood Dr	Manchester	63011	75	0	0	0										
St Louis	Vantage Pointe at Adworth Drive (CON App. 1/7/19)	1025 & 1031 Adworth Drive	Mehlville	63125	71	0	0	0										
St Louis	Westview at Ellisville Assisted Living	27 Reinke Rd	Ellisville	63021	0	99	0	99	54.2%	50.7%	42.2%	55.6%	48.0%	9,108	4,351	47.8%	49.4%	
St Louis City	Carondelet Retirement Manor (1/3 CON App licensed 7/18/23)	6811 Michigan	St Louis	63111	2	0	34	34	97.0%	98.5%	95.5%	98.5%	97.8%	3,036	2,852	93.9%	96.9%	
St Louis City	Chateau Ann Marie	7700 Minnesota Ave	St. Louis	63111	0	22	0	22	100.0%	98.6%	100.0%	99.0%	96.3%	1,472	1,403	95.3%	98.2%	
St Louis City	Holly Hills Retirement Home	6421 Minnesota	St Louis	63111	0	0	15	15	92.3%	92.8%	88.5%	98.5%	98.1%	1,196	1,150	96.2%	94.4%	
St Louis City	Kasey Paige Health Care Center	3715 Jamieson Ave	St Louis	63109	0	0	111	111	87.5%	80.1%	75.3%	82.0%	80.2%	10,212	8,280	81.1%	81.0%	
St Louis City	Riverview, The (Closed 2/15/23)	5500 South Broadway	St Louis	63111	0	0	0	0	0.0%	0.0%	0.0%						0.0%	
St Louis City	St Louis Hills Assisted Living and Memory Care	6543 Chippewa St	St Louis	63109	0	181	0	181	36.6%	43.5%	45.7%	90.0%	88.0%	9,448	8,503	90.0%	60.8%	
St Louis City	St. Louis Altenheim (CON App. 11/10/22)	5408 South Broadway	St. Louis	63111		30	23	23	41.5%	51.0%	56.1%	80.6%	74.4%	2,116	1,584	74.9%	63.1%	
						276	2,917	471										74.4%
					CON Approved	ALF	RCF	Beds Available										

County	Facility Name	Address	City	Zip	CON Approved	Licensed Beds			2nd Qtr 2022 Occup %	3rd Qtr 2022 Occup %	4th Qtr 2022 Occup %	1st Qtr 2023 Occup %	2nd Qtr 2023 Occup %	3rd Qtr 2023			Average Occup %	
						ALF	RCF	TOTAL						Pat Days	Occup Days	Occup %		
Jefferson	Cedarhurst of Arnold	2069 MO State Road	Arnold	63010	0	94	0	94		79.7%	79.9%	83.9%	94.2%	7,728	7,059	91.3%	85.8%	
Jefferson	Meadowview Memory Care	555 Woodland Villas Lane	Arnold	63010	0	24	0	24	83.7%	90.8%	82.8%	82.6%	84.5%	2,208	1,827	82.7%	84.5%	
Jefferson	Pine Valley at the Woodlands	620 Woodland Meadows	Arnold	63010	0	48	0	48	63.6%	63.8%	69.3%	81.0%	85.6%	4,416	3,240	73.4%	72.7%	
St Louis	Assisted Living at Charless Village	5943 Telegraph Rd	St Louis	63129	0	18	0	18	87.6%	92.8%	84.7%	85.2%	92.2%	1,656	1,506	90.9%	88.9%	
St Louis	Avalon Memory Care	5342 Butler Hill Road	St Louis	63128	30	30	0	30	87.0%	91.7%	96.0%	84.0%	96.0%	2,300	2,208	96.0%	91.9%	
St Louis	Cedarhurst of Tesson Heights	12335 West Bend Dr	St Louis	63128	0	79	0	79		77.2%	80.0%	57.9%	67.9%	7,268	4,272	58.8%	67.2%	
St Louis	Friendship Village Assisted Living & Memory Care (2)	12777 Pointe Dr.	St. Louis	63127	0	84	0	84	91.8%	89.9%	90.0%	90.1%	89.9%	7,242	6,512	89.9%	90.2%	
St Louis	Garden Villas of Meramec Valley (CON App 3/5/18)	1 Arbor Terrace	Fenton	63026	60	0	0	0										
St Louis	Garden Villas South	13457 Tesson Ferry Road	St Louis	63128	0	83	0	83	74.8%	65.0%	67.2%	66.3%	62.8%	7,006	4,121	58.8%	65.7%	
St Louis	Grande at Laumeier Park, The	12470 Rott Road	Sunset Hills	63127	0	98	0	98	54.0%	47.6%	59.0%	57.3%	60.4%	9,016	6,292	69.8%	58.0%	
St Louis	Mattis Pointe-Assisted Living by Americare	4962 Mattis Road	St. Louis	63128	0	120	0	120	53.7%	55.0%	55.8%	54.3%	56.4%	11,040	6,176	55.9%	55.2%	
St Louis	Nazareth Living Center	#2 Nazareth Lane	St Louis	63129	0	114	0	114	94.0%	94.2%	90.7%	93.0%	94.0%	10,488	9,796	93.4%	93.2%	
St Louis	Sylvan House	30 Sherman Rd	St Louis	63125	0	0	40	40	85.0%	85.0%	85.0%	87.5%	85.0%	3,680	3,128	85.0%	85.4%	
St Louis	Vantage Pointe at Adworth Drive (CON App. 1/7/19)	1025 & 1031 Adworth Drive	Mehlville	63125	71	0	0	0										
					161	792	40	832										78.2%
					CON Approved	ALF	RCF	Beds Available										



## **DIVIDER IV**

### **Financial Feasibility Review Criteria and Standards**

**Divider IV: Financial Feasibility Review Criteria and Standards**

**1. Document that the proposed costs per square foot are reasonable when compared to the latest “RS Means Construction Cost Data.”**

The new construction cost for Project #6085 RS is \$14,388,531 for 54,129 sq. ft., or \$266 per sq. ft. The projected cost is below the RS Means  $\frac{3}{4}$  percentile for the St. Louis area of \$295.70. The new construction cost is therefore presumptively reasonable under 19 CSR 60-50.470(1). See Attachment 4-1.

**2. Document that sufficient financing is available by providing a letter from a financial institution or an auditor’s statement indicating that sufficient funds are available.**

Applicant has more than \$42,346,330 available for this project via financing. See Attachment 4-2.1 (bank financing letter). Additionally, Mr. Patrick E. O’Reilly intends to provide additional capital of \$10,586,583. Mr. O’Reilly’s personal bookkeeper has confirmed that he has adequate funds available. See Attachment 4-2.2.

**3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest (3) three years, and projected through three full years beyond project completion.**

As this is a new project, there is no data to report for the latest three years. Projected revenues and expenses can be found at Attachment 4-3.

**4. Document how patient charges are derived.**

Patient charges are derived from a combination of monthly flat fee rent for the selected apartment home plus separate care fees. The rent fee for assisted living units is projected to average \$4,566 for studios, \$5,777 for one-bedroom units, and \$6,807 for two-bedroom units. Memory care suite rent is projected to average \$7,116 for single occupancy units and \$8,260 for double occupancy units. Rent includes all meals, snacks, social events, scheduled transportation, 24-hour protective oversight, and basic medication management.

Average care fees are estimated at \$1,155 for both assisted living and memory care. These fees include electronic fall-risk and vitals monitoring through Foresite or other third-party technology. Otherwise, the care charge estimates are based on a point-based care assessment. Each resident will receive a personalized care plan and will receive only care services needed and wanted.

This hybrid rent and care fee model allows healthier residents to avoid paying for care services they do not use. This flexible fee model appeals to residents and their families and is projected to increase utilization.

**5. Document responsiveness to the needs of the medically indigent.**

Provisions will be made to allow residents to select or relocate to more affordable apartments, including shared apartments where appropriate. Management will assist residents in securing veteran and Mason benefits and in utilizing medical tax deductions to offset costs. Third party providers will be utilized when Medicare services are available per physician order.

- 6. For a proposed new skilled nursing or intermediate care facility, what percent of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?**

N/A

- 7. For an existing skilled nursing or intermediate care facility proposing, what percent of your admission is Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission?**

N/A



## **DIVIDER IV Attachments**

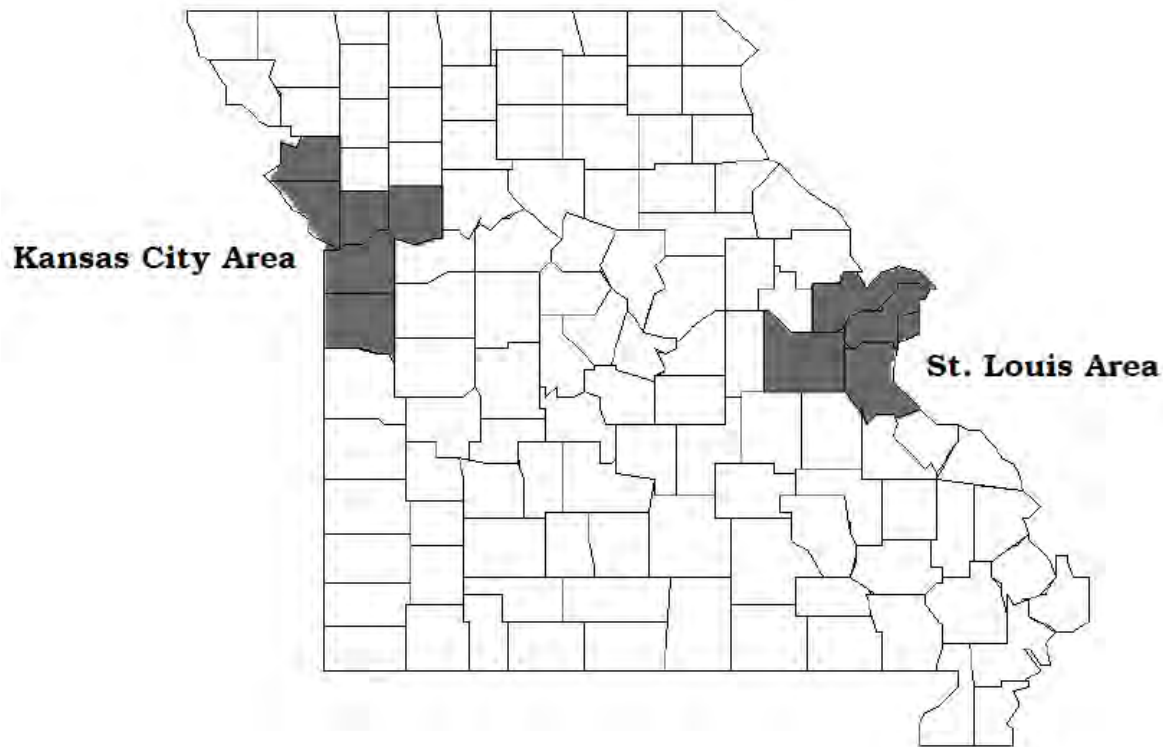
# RS Means Cost Data

## RS Means Cost Data Percentile Limits Total New Construction Project Costs\*

*Source: 2023 RS Means Building Construction Cost Data*

<u>Type of Facility</u>	<u>Percentile</u>	<u>St. Louis Area</u>	<u>Kansas City Area</u>	<u>Other Missouri Area</u>
<b>Hospital</b> Cost Per Sq. Ft.	<b>3/4</b> Median	554.45 519.48	552.78 517.92	508.38 476.32
<b>Nursing Home/ Assisted Living Facility**</b> Cost Per Sq. Ft.	<b>3/4</b> Median	295.70 223.78	294.82 223.10	271.14 205.18

*\*\*Since 2017, nursing homes and assisted living facilities have been combined into one cost per square foot.*



**\* Renovation costs should not exceed 70% of total new construction project costs.**



February 16, 2024

Re: Senior Living Development, Arnold, MO

The terms and conditions discussed herein do not constitute a formal commitment to lend, rather are discussion points for additional review with our loan committee. Any future commitment to lend on this project will first be subject to full underwriting and due diligence by Lender and approval by the Legacy Bank loan committee; therefore, the terms and conditions below should not be construed as a binding obligation. This letter does not set forth all the terms and conditions of a future credit facility but rather is only an outline, in summary format, of the major points of understanding which will begin to form the basis of a credit facility.

**Borrower:** O'Reilly Development Co., Inc.

**Guarantors:** Patrick E. O'Reilly

Patrick E. O'Reilly Revocable Trust

**Loan Amount:** \$42,346,330

**Interest rate:** WSJP fixed at closing

**Loan fee:** 1/8<sup>th</sup> point of original principal amount of Loan

**Terms:** Five-year term: 48 months interest only draw note (construction phase); Interest due monthly converting to principal and interest payment in 49th month based on 30-year amortization

**Collateral:** First deed of trust on proposed development in Arnold, MO.

**Pre-payment:** Yield Maintenance





# LEGACY

BANK & TRUST

Please do not hesitate to call me at (417) 823-9600 with any questions.

Sincerely

A handwritten signature in black ink, appearing to be 'JL' or 'Jeremy Loftin' in a cursive style.

Jeremy Loftin  
Chief Operating Officer  
Legacy Bank and Trust

Bottom Line Bookkeeping and Asset Management, LLC

February 15, 2024

O'Reilly Development Company, LLC  
Denise K. Heintz  
5051 S. National Ave, Suite 4-100  
Springfield, MO 65810


Re: CON application in Windsor Township, MO

Dear Ms. Heintz,

Please consider this letter as confirmation that Mr. Patrick E. O'Reilly has adequate funds and assets available to inject the required capital needed for the above referenced project. According to the proposed budget provided to me, the infusion of equity required would be \$10,586,583. As Mr. O'Reilly's personal bookkeeper for the past 13 years, I can confirm that Mr. O'Reilly does possess adequate funds needed to personally inject into this project.

Please contact me directly should you have any questions or need further clarification.

Respectfully,



Julie Tobash

Bottom Line Bookkeeping & Asset Management, LLC



# SERVICE-SPECIFIC REVENUES AND EXPENSES

**Project Title:**

**Project #:**

## Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

**Year**

**Amount of Utilization:\***

--	--	--

**Revenue:**

Average Charge\*\*

--	--	--

Gross Revenue

--	--	--

Revenue Deductions

--	--	--

Operating Revenue

--	--	--

Other Revenue

--	--	--

**TOTAL REVENUE**

--	--	--

**Expenses:**

Direct Expenses

Salaries

--	--	--

Fees

--	--	--

Supplies

--	--	--

Other

--	--	--

TOTAL DIRECT

--	--	--

Indirect Expenses

Depreciation

--	--	--

Interest\*\*\*

--	--	--

Rent/Lease

--	--	--

Overhead\*\*\*\*

--	--	--

TOTAL INDIRECT

--	--	--

**TOTAL EXPENSES**

--	--	--

**NET INCOME (LOSS):**

--	--	--

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.





Certificate of Need Program

**SERVICE-SPECIFIC REVENUES AND EXPENSES**

**Project Title:** Arnold Senior Living

**Project #:**

**Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion**

*Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.*

	<b>Year</b>		
	<u>2029</u>	<u>2030</u>	<u>      </u>
<b>Amount of Utilization:*</b>	23,452	23,452	
<b>Revenue:</b>			
Average Charge**	\$233	\$240	
Gross Revenue	\$5,469,842	\$5,619,868	\$0
Revenue Deductions	124,125	0	
Operating Revenue	5,345,717	5,619,882	0
Other Revenue	0	0	0
<b>TOTAL REVENUE</b>	<b>\$5,345,717</b>	<b>\$5,619,882</b>	<b>\$0</b>
<b>Expenses:</b>			
Direct Expenses			
Salaries	2,147,000	2,195,815	
Fees	191,676	196,044	
Supplies	294,495	300,447	
Other	511,060	523,260	
<b>TOTAL DIRECT</b>	<b>\$3,144,231</b>	<b>\$3,215,566</b>	<b>\$0</b>
Indirect Expenses			
Depreciation	537,549	537,549	
Interest***	862,362	848,597	
Rent/Lease	0	0	0
Overhead****	0	0	0
<b>TOTAL INDIRECT</b>	<b>\$1,399,911</b>	<b>\$1,386,146</b>	<b>\$0</b>
<b>TOTAL EXPENSES</b>	<b>\$4,544,142</b>	<b>\$4,601,712</b>	<b>\$0</b>
<b>NET INCOME (LOSS):</b>	<b>\$801,575</b>	<b>\$1,018,170</b>	<b>\$0</b>

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.