

**GROUND LEASE WITH OPTION TO PURCHASE
EUCLID/LACLEDE SITE
LEASE COVER PAGE**

Parties	LESSOR:	TREASURER OF THE CITY OF ST CAPACITY AS THE SUPERVISOR
	LESSEE:	PARK EAST L.L.C., A MISSOURI
Date	September __, 2002	
1.1 Premises	LOCATION:	Northwest corner of Euclid and Missouri, comprising approxi
2.1 Term	COMMENCEMENT DATE:	Expiration of Due Diligence P
	TERM:	99 years, 0 months
2.2	DUE DILIGENCE PERIOD:	90 days from Lease execution

December 3, 2002

The City Journal

**GROUND LEASE
WITH OPTION TO PURCHASE**

THIS GROUND LEASE WITH OPTION TO PURCHASE (“Lease”) is made this _____, 2002, by and between the TREASURER OF THE CITY OF ST. LOUIS, MISSOURI OF PARKING METERS (“Lessor”) and PARK EAST L.L.C., A MISSOURI LIMITED LIABILITY COMPANY (“Lessee”).

W I T N E S S E T H:

For and in consideration of the rents and covenants hereinafter set forth, Lessor hereby leases to Lessee the following-described Premises upon the following terms and conditions:

ARTICLE I
PREMISES

1.1 Premises. The Premises shall consist of that certain real property comprising _____ square feet of land and the existing parking lot located thereon which is located at the northwest corner of _____ and _____, St. Louis, Missouri and which is legally described on Exhibit A attached hereto and incorporated herein by reference. In the event South Court Street should be vacated during the Term of this Lease, the Premises shall include the portion of South Court Street which is adjacent to the Premises.

ARTICLE II
TERM

tests, and engineering and feasibility studies of the Premises.

(f) Document Review. To investigate and approve all legal and reports of any kind pertaining to the Premises, including those to be delivered by of paragraph 16.1 below.

(g) Assistance. Verification by Lessee that Lessee will be ent conditions satisfactory to Lessee for the following: (i) tax abatement benefits under RSMo. following Lessee's acquisition of the Premises, (ii) the establishment obtaining of zoning variances and exceptions for the Premises as Lessee may de tax increment financing and/or other available assistance programs for the Prem (iv) the vacation of a portion of South Court Street, if Lessee deems necessary, a easements running across the Premises, if Lessee deems necessary; provided, howe the incursion of any expense on behalf of Lessor.

In the event that Lessee shall not be satisfied with the results of Lessee's above-de Lessee may deliver a written notice (the "Termination Notice") to Lessor indicating Lessee Termination Notice must be delivered to Lessor within the Due Diligence Period in order to immediately become null and void and of no further force and effect. If Lessee fails to deli or prior to the end of the Due Diligence Period, such failure shall be deemed a notice of Le above described inspections and this Lease shall remain in full force and effect.

Although the Term of this Lease shall not have commenced during the Due Dili

that date which is thirty-three (33) months following the Lease Commencement Date. In such event, Lessor shall have the right to terminate this Lease on five (5) days prior to the date that notice of termination must be given, if at all, by Lessor to Lessee within the ninety (90) days of the Lease Termination Date. In the event Lessor shall terminate this Lease pursuant to this section, any and all rent received from Lessee for the fourth year of the Term of this Lease shall consist of a residential market rate building of not less than eighteen (18) stories. The foundation for Lessee's Proposed Improvements shall consist of below grade structural foundation, footing foundations, if any, grade beams and elevator pits. Lessee shall apply for and obtain all necessary building permits by that date which is twenty-seven (27) months after the date and Lessee shall take those actions as are customary in the industry to process and obtain the necessary building permits as quickly as possible. In the event Lessee's application for a building permit is rejected or fails to be acted upon in a timely manner and should Lessee initiate a lawsuit against the applicable authority, then, in such event, the Lease Termination Date shall be the date which is ninety (90) days after the date that said litigation shall be concluded. The provisions of this section, in accordance with the preceding provisions, shall only take effect if the conditions of the building permit, Lessee's application for the building permit to allow for the construction of the Proposed Improvements conformance with all applicable zoning ordinances and any variances thereto and in accordance with all applicable codes.

(b) Lessee shall have the right to terminate this Lease on five (5) days prior to the date that notice of termination must be given, if at all, by Lessee to Lessor during the Term of this Lease and for any reason that Lessee may so determine.

provided, however, the response time by each party shall be shortened to five (5) days until approved by Lessor, whereupon the Preliminary Plans shall be the "Plans". Once approved without the prior written approval of Lessee and Lessor.

4.3 Quality of Work. Lessee shall, at its expense, complete the Foundation in a good and workmanlike manner. Lessee shall utilize first-quality new materials in accordance with all applicable ordinances, rules and statutes.

4.4 Foundation Package Payment Bond. In order to insure and secure all laborers, material suppliers, contractors and subcontractors engaged in the construction of the Foundation Package Payment Bond in the full amount of the cost to cover the payment of each laborer, material supplier and subcontractor for their contributed portion of the Foundation Package, from a provider with an A-1 or better rating who does business in the State of Missouri, in a form reasonably acceptable to Lessor ("Foundation Package Payment Bond" will specifically include a "Dual Oblige" Rider on the Foundation Package Payment Bond, and shall be delivered to Lessor prior to the commencement of construction on the Premises. In lieu of the Foundation Package Payment Bond described above, Lessee may provide a Letter of Credit issued by a financial institution which is reasonably acceptable by Lessor in the amount of the cost to be drawn upon by Lessor to pay any laborer, material supplier, contractor and/or subcontractor engaged in the construction of the Foundation Package, in the event that any such said laborer, material supplier, contractor or subcontractor fails to file a lien against the Premises or shall actually file such a lien against the Premises.

4.5 Proposed Improvements Payment Bond. After the Foundation Package Payment Bond commences on the Premises, Lessee shall, at its expense, complete the Proposed Improvements during the Term of this Lease, then in order

and all claims against Lessor arising from (a) Lessee's use of the Premises or the conduct of or thing done, permitted or suffered by Lessee in or about the Premises, (b) the nonperformance of Lessee's part to be performed pursuant to the terms of this Lease, (c) any act or neglect of Lessee, its contractors, employees, invitees or licensees, and from and against all costs, fines, judgment and damages, and liabilities incurred in any such claim or in any action or proceeding brought thereon, or (d) the violation of all governmental laws, ordinances and regulations applicable to the condition or use of the Premises.

ARTICLE IV **REAL ESTATE TAXES**

5.1 Real Estate Taxes. From and after the Lease Commencement Date, Lessee shall pay to the appropriate authorities, as they become due and payable and before they are delinquent, for all general real estate taxes ("Taxes") against the Premises by any local or state taxing authority. Notwithstanding the foregoing, Lessee shall be responsible for the payment of Taxes assessed against the Premises during the calendar year in which this Lease commences. Lessee shall reimburse Lessor for Lessee's pro rata share of said Taxes for the calendar year in which this Lease commences. The amount shall be based upon the number of days that this Lease was in effect during said calendar year. The amount shall be due and payable on December 31 of the calendar year in which this Lease commences.

ARTICLE VI **PURPOSE**

6.1 Possession and Use. The Premises shall be occupied and used by Lessee for the temporary sales office for Lessee's Proposed Improvements or any other lawful purpose.

sublet, after having obtained Lessor's prior written consent thereto, Lessee shall never performance of all obligations under this Lease to be performed by Lessee, and Lessee shall

ARTICLE XI **DEFAULT**

11.1 Default. The following events shall be deemed to be events of default shall fail to make any payment of rent or additional rent or any other payment required to shall become due and payable and shall not cure such failure within ten (10) days after writ shall fail to comply with any term, provision or covenant of this Lease, other than the paym not cure such failure within thirty (30) days after written notice thereof to Lessee (or if any d than thirty (30) days to cure, if Lessee fails to commence such cure within thirty (30) days aft fails to diligently prosecute such cure to completion within a reasonable time thereafter); (c) make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its interest in this Lease; or (d) if a receiver or trustee shall be appointed for all or substantiall

11.2 Remedies of Lessor. Upon the occurrence of any such event of defa delivering a written notice of termination to Lessee, in which event Lessor may immediatel to recover sums or damages for which Lessee may be adjudged legally liable to Lessor. Les and vacate the Premises immediately, and deliver possession thereof to Lessor, and hereby and upon the Premises in such event with or without process of law and repossess the Prem any others who may be occupying the Premises and to remove any and all property there trespass, eviction or forcible entry or detainer.

- (h) Copies of any engineering reports and/or soil compaction studies.

ARTICLE XVII
LESSOR'S REPRESENTATIONS

17.1 Lessor's Representations. Lessor makes the following representations under this Section 17.1, the phrase “to the best of Lessor’s actual knowledge” shall be limited to Williams, the Treasurer of the City of St. Louis and his staff and consultants, being Chris E. Williams. There shall be no personal liability on the part of said parties.

- (a) **Environmental.** To the best of Lessor’s actual knowledge (i) there is no use of the site for storage of hazardous waste or other similar use, (ii) there are no pollutants or hazardous substances (including but not limited to, asbestos-containing materials and asbestos) on the Premises, (iii) there have been no underground releases, discharges or leaks of pollutants or contaminants from any underground storage tanks or otherwise on any property on the Premises is in compliance with all applicable environmental laws, rules, regulations, and there have been no notices from any federal, state or local governmental authority having jurisdiction that the Premises is not in compliance with any of such environmental laws, or is the subject of an investigation evaluating whether any remedial action is needed to respond to a release or from the Premises, and (vi) there are no pending actions with respect to the Premises.

- (b) **Legal.** To the best of Lessor’s actual knowledge, there are no pending proceedings pending against the Premises or against the Lessor which would affect the Premises.

expenses incurred by Lessor, including reasonable attorneys' fees. Should Lessor be named a Lessee in connection with or arising out of Lessee's occupancy hereunder, Lessee shall pay in any suit including reasonable attorneys' fees.

18.3 Commissions. Lessor and Lessee do hereby warrant unto each other that real estate brokers or agents in conjunction with the lease and/or sale of the Premises pursuant to this Lease does hereby agree to indemnify and hold the other harmless from and against any and all claims, damages or other compensation or charges which may be claimed by or awarded to any broker or agent in conjunction with the Lease or sale of the Premises pursuant to the terms of this Lease.

18.4 Development Fee. Lessee does hereby agree to pay a Ten Thousand Dollars (\$10,000.00) development fee to Lessor in order to assist in defraying the Lessor's administrative, legal and other expenses on the Premises. Five Thousand and no/100 Dollars (\$5,000.00) of this fee has already been paid to Lessor. Five Thousand and no/100 Dollars (\$5,000.00) of this fee shall be paid by Lessee to Lessor.

18.5 Sole Agreement. This Lease contains the entire agreement between the parties hereto and hereof may be changed, waived, discharged or terminated unless the same be in writing executed by both parties.

18.6 Captions. The paragraph captions are inserted for convenience of reference and shall not be construed as a part of this Lease or as a limitation on the scope of the paragraph to which they refer.

18.7 Benefit. This Lease shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, legal representatives, successors, and assigns.

and shall be calculated as of the date that the Option Notice is given and not the date of Closing.

<u>If Option Notice is given</u>	<u>Purchase Price</u>
During first lease year	\$600,000.00
During second lease year	\$600,000.00
During third lease year	\$615,000.00

C. Following the calculation of the purchase price set forth in Section B, Lessee shall be entitled to a credit, against the purchase price of the Premises for any and all rent received during the first lease year and the first installment of rent (totaling \$15,000.00 for the first six months of the Term of this Lease.

D. The Closing for the sale and purchase of Lessor's interest in and assignment of Lessee's Option to Purchase contained herein (the "Closing") shall occur on that date which is the date of the Option Notice in accordance with the terms and conditions set forth herein. Once Lessee has exercised the Option to Purchase the Premises pursuant to the terms of this Article XIX by sending Lessor the Option Notice in accordance with the conditions set forth herein, then, Lessee shall no longer be obligated to pay base rent for the Term of this Lease.

E. Lessor shall convey all of Lessor's right, title and interest in and to the Premises by a Special Warranty Deed, free and clear of all liens and encumbrances, except those existing as of the date of the Closing, and clear of any deed of trust or mortgage which Lessor may have caused to be levied against the Premises in addition to a Special Warranty Deed. Lessor shall also execute at closing a Bill of Sale and a Release of Lien.

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Avenue, 80 feet wide, said intersection also being the Southeast corner of said City Block 3 and the TRUE POINT OF BEGINNING for the herein described tract; thence along said North line of said Lots 19 and 17, North 82 degrees 00 minutes 00 seconds West, a distance of 100.00 feet to the South line of said Lots 19 and 17, North 82 degrees 00 minutes 00 seconds West, a distance of 100.00 feet to the East right-of-way line of South Court, 40 feet wide, the East right-of-way line of South Court and the West line of said Lot 17, North 08 degrees 00 minutes 00 seconds East, a distance of 100.00 feet to the Northwest corner of said Lot 17, said corner also being the Southwest corner of Lot 18, thence along the common line between said Lots 17 & 18, South 82 degrees 00 minutes 00 seconds West, a distance of 100.00 feet to the Northwest corner of said Lot 19, said corner also being the Northeast corner of said Lot 17, thence along the common line between said Lots 19 & 20, South 82 degrees 00 minutes 00 seconds East, a distance of 90.81 feet to the Northwest corner of said Lot 19, said corner also being on the West right-of-way line of said Euclid Avenue; thence along said West line of said Lot 19, South 00 degrees 10 minutes 48 seconds East, a distance of 100.00 feet to the East line of said Lot 19, South 00 degrees 10 minutes 48 seconds East, a distance of 100.00 feet according to a survey by J. R. Grimes Consulting Engineers, Inc.

CONFIRMATION OF LEASE TERM

THIS CONFIRMATION OF LEASE TERM is made this _____ day of _____, 2002, at the _____ TREASURER'S OFFICE OF THE CITY OF ST. LOUIS, MISSOURI ("Lessor") and PA _____

Lessor and Lessee have entered into a certain Ground Lease with Option to Purchase _____, demising certain space consisting of approximately 19,250 square feet of _____ Euclid and Laclede Avenues in St. Louis, Missouri. All of the capitalized terms herein shall

SECTION TWO. Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, is a necessary measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis, and is hereby made effective immediately upon its passage and approval by the mayor.

Approved: October 22, 2002

ORDINANCE #65667
Board Bill No. 22

An ordinance recommended by the Board of Public Service to vacate public surface area for equestrian travel on the fourteen foot wide north/south alley in City Block 4823 beginning at Ashland and extending to a point same being bounded by Ashland, Arlington, St. Louis, and Semple in the City of St. Louis, as described, in accordance with Charter authority, and in conformity with Section 14 of Article IV of the Charter, on the conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE: The public surface rights of vehicle, equestrian and pedestrian travel on the fourteen foot wide north/south alley in City Block 4823 beginning at Ashland and extending to a point same being bounded by Ashland, Arlington, St. Louis, and Semple in the City of St. Louis, as described, in accordance with Charter authority, and in conformity with Section 14 of Article IV of the Charter, on the conditions on such vacation.

A tract of land being a 14 foot wide alley in City Block 4823, of the City of St. Louis, as particularly described as follows:

as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from the date of the filing of this ordinance; and the owner or owners of any land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of the maintenance and repair of the City Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such certification of expenses by the Director of the City Water Division and the Traffic and Transportation Division, they shall proceed as is reasonable and necessary to carry out the work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as necessary to cover the full expense of the work required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway ditches, utility poles, and other structures; paving sidewalks and roadways and road signage; provided further that said owners shall, upon such certification of expenses by the Director of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in no event shall such work be delayed beyond such within allowable time, according to the direction of the Director, the Director shall certify the full amount of such expenses, his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as may be necessary, for the use and benefit to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be allowed against the owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of such work shall deposit any unexpended part of said deposits to the owner or owners.

SECTION TEN: An affidavit stating that all of the conditions of this ordinance have been met and that the work required by this ordinance with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the filing of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance shall be null and void.

WHEREAS, the Area, said Area being more fully described in Exhibit A, by reason of inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, the existence of conditions which endanger life or property by fire or other causes or any provision of housing accommodations or constitutes an economic or social liability or a menace to the health or welfare in its present condition and use; and

WHEREAS, the Area, in which there is a predominance of buildings and improvements in a state of deterioration, age or obsolescence, inadequate provision for ventilation, light, air sanitation or overcrowding of buildings, overcrowding of land, or the existence of conditions which are causes, or any combination of such factors, is conducive to ill health, transmission of diseases and crime or constitutes an economic or social liability and is detrimental to the public health;

WHEREAS, such conditions are beyond remedy and control solely by regulatory power and cannot be dealt with effectively by ordinary private enterprise without the aid of the City;

WHEREAS, there is a need for the LCRA, a public body corporate and politic of the City, to carry out the development of the above described Area as a land clearance project under said Statute, and to amend the LCRA under Section 99.430.1(4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission ("Board"), titled "Blighting and Insanitary Study and Redevelopment Plan for the South District", dated September 24, 2002, as amended (the "Plan") attached hereto and incorporated herein by reference;

- (b) The redevelopment of the above described Area, as provided by the Statute, is needed in the interest of the public health, safety, morals and general welfare of the people of the City.
- (c) The Area qualifies as a redevelopment area in need of redevelopment under the provisions of the Statute, as a blighted area and an insanitary area as defined in Section 99.320 of the Statute.
- (d) The Plan for the Area is feasible and in conformity with the general plan for the City.
- (e) The Plan for the Area will afford maximum opportunity, consistent with the sound redevelopment of the Area by private enterprise, and private developments to be made in the Area, as provided by the Statute.
- (f) The Plan for the Area gives due consideration to the provision of adequate public facilities and services.

SECTION TWO. The Plan, having been duly reviewed and considered, is hereby approved.

SECTION THREE. The LCRA may acquire any property in the Area by the exercise of its eminent domain powers. The property within the Area is owned by Parcel H of the Area as depicted on Exhibit C of the Plan. The property within the Area is occupied by the occupants displaced by the Redeveloper (as defined in Section 6, below) shall be given relocation assistance in accordance with a Redevelopment Agreement with the LCRA and with all applicable federal, state and local regulations and policies.

SECTION FOUR. In order to implement and facilitate the effectuation of the Plan hereby approved,

controlled by minority group members who have at least fifty-one percent (51%) ownership and have operational and management control, interest in capital and earnings commensurate with their ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons born in Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or persons born in India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship or non-profit organization owned, operated and controlled by a woman or women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership. The term "Redeveloper" as used in this Section Six shall include

SECTION SEVEN. Any person, partnership, company, corporation or other entity which owns Parcel "G" of the Area as depicted on Exhibit C of the Plan, is hereby granted ten (10) years of tax abatement pursuant to Sections 99.700-99.715, R.S.Mo. commencing upon issuance of a certificate of qualification in accordance with said sections. Pursuant to Section 99.700 R.S.Mo., the LCRA shall issue tax abatement to any such person, partnership, company, corporation or other entity upon receipt of documents which show that the person, partnership, company, corporation or other entity is engaged in the development of a facility within Parcel "G" of the Area as depicted on Exhibit C of the Plan, in compliance with

In lieu of the ten (10) years of tax abatement outlined above, a Redeveloper which is an unincorporated entity pursuant to Chapter 353 R.S.Mo., shall hereby be entitled to real property ad valorem tax abatement for (25) years from the commencement of such tax abatement, in accordance with the following

If property within or which is a part of Parcel "G" of the Area as depicted in Exhibit C of the

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SECTION TEN. Any contract or contracts shall provide that the contractor, or contractors, shall be responsible for and in repair all of the work and materials used in connection therewith for a term of at least one year from the date of acceptance of the work by the City.

SECTION ELEVEN. The Comptroller of the City of St. Louis is hereby authorized and directed to receive and disburse funds from the City South Downtown Project Area Fund, appropriated by the City Council, to receive and disburse grant funds.

SECTION TWELVE. The Board of Public Service is hereby authorized to enter into agreements with the Federal Transportation Commission, Federal Highway Administration, Bi-State Development Agency, and private entities for the public works hereinbefore mentioned.

SECTION THIRTEEN. The Board of Public Service is hereby authorized to accept on behalf of the City of St. Louis other governmental agencies and other persons or entities to assist in paying for the public works. All monies received shall be deposited into the City South Downtown Project Area Fund herein established.

SECTION FOURTEEN. All specifications approved by the Board of Public Service under this ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and Affirmative Action utilization except when otherwise superseded or prohibited by federal or state regulations.

SECTION FIFTEEN. All advertisements for bids pursuant to this ordinance shall be subject to the provisions of this ordinance.

SECTION SIXTEEN. The LCRA may modify or change the Plan as necessary to effectuate the purposes of this ordinance.

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6	01470000100	19
7	01470000200	20
8	01470000500	21
9	01470000601	22
10	01470000700	
11	01470000800	
12	01470000906	
13	01470001000	

Blighting and Insanitary Study and Redevelopment Plan
South Downtown Redevelopment Project Area

**BLIGHTING AND INSANITARY STUDY AND REDEVELOPMENT
FOR THE
SOUTH DOWNTOWN
REDEVELOPMENT PROJECT AREA
LAND CLEARANCE
FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
PLAN #9458**

F. Tax Abatement

**G. Compliance with Affirmative Action
and Nondiscrimination Laws and Regulation**

 1. Land Use

 2. Construction and Operations

 3. Laws and Regulations

 4. Enforcement

H. Modifications of this Plan

I. Duration of Regulations and Controls

J. Exhibits

K. Severability

EXHIBITS

A. Legal Description

B. Project Area Plan

C. Proposed Land Use

Busch Stadium is the sixth oldest major league ballpark and the oldest major league tenant. The facility's age has resulted in a significant increase in the cost of ownership and it is estimated that at least \$100 million will continue to rise in the future. In addition, it is estimated that at least \$50 million will need to be made over the next eight years to maintain and continue operations. The design of Busch Stadium leaves little room for modification or enhanced design standards for baseball stadiums.

Further, Busch Stadium is characterized by conditions which indicate economic or economic use as evidenced by: (i) inefficient or inflexible configuration; (ii) obsolescence; (iii) inadequate or deteriorated heating, electrical, plumbing, and inadequate services for the disabled; (v) inadequate design and capabilities and (vi) excessive capital expense requirements. These characteristics make it difficult for Busch Stadium to meet the rising costs of maintenance and upkeep without substantial increases in ticket prices. This is an unpopular and risky alternative, which would likely lead to fan abandonment and make it difficult for Busch Stadium to compete and maintain a viable presence in the market.

Therefore, the Area has become economically obsolete. Its present inability to compete in the market place. Its declining ability to deliver a high level of service to serve as a center for downtown sports, commercial and retail activities has led to its economic obsolescence. The economic obsolescence of the Area constitutes an economic detriment and is a detriment to public health, safety, morals and welfare of its citizens. The Area as an "insanitary area" within the meaning of the Land Clearing

(1947), the “St. Louis Development Program” (1973), and the “Economic Development Plan” (1973). The Plan is a specific proposal to the LCRA for development of the Area or any portion thereof. The Plan shall include, but not be limited to, things, adequate provisions for traffic, vehicular parking, safety from fire, and sound design and arrangement and improved employment opportunities.

5. Circulation and Proposed Street Layout

The Proposed Land Use Plan (Exhibit C) indicates the proposed circulation levels and grades of all public rights-of-way may be altered in accordance with the Plan. All such alterations shall be subject to the review and approval of the City Department of Street and Traffic. All such alterations shall be subject to approval by ordinance.

6. Building and Site Regulations

The Area shall be subject to all applicable federal, state and local laws, rules and regulations, including but not limited to, the City Building Code, Zoning District Regulations, and the City Planning and Urban Design Agency (the “PDA”) of the City. The proposed building intensities of redevelopment shall be governed by the Zoning Ordinance.

7. Urban Design

a. Urban Design Objectives. The property may be redeveloped to include commercial and residential structures which will attract new

construction of transit improvements, construction or repair of sidewalks, and other transit improvements which may further the objectives of this Plan. The cost of such improvements shall be borne by the Redeveloper or by the LCRA or the City from funds received by the Redeveloper or any other person or entity. If requested by the LCRA, the Redeveloper shall enter into a Redevelopment Agreement with the LCRA, deposit with the LCRA an amount sufficient to cover all costs associated therewith.

All work performed by the City shall be done using materials specified in the Plan and in accordance with detailed plans and specifications finally adopted by the City Council and approved by the Service before bids are advertised therefor. When developed in accordance with the Plan, the improvements shall comprise a coordinated, adjusted and harmonious development that promotes the health, safety, convenience, prosperity, general welfare, efficiency and economy of the City.

C. Proposed Schedule of Development

The implementation of this Plan will take place in two phases. Phase I will be initiated within 90 days of approval of this Plan by ordinance and substantially completed by April 1, 2003. Phase II will be initiated within 180 days of approval of this Plan by Ordinance and will be substantially completed by April 1, 2004.

The LCRA may alter the above schedule as conditions warrant in accordance with the terms of the Redevelopment Agreement with the LCRA.

D. Execution of Project

LCRA in accordance with said sections. Pursuant to Section 99.700 R.S.Mo., qualification for tax abatement to any such person, partnership, company, corporation as the LCRA may require, which show that the person, partnership, company, construction or rehabilitation of a sports facility within Parcel "G" of the Area compliance with the Plan.

In lieu of the ten (10) years of tax abatement outlined above, a Redeveloper which formed pursuant to Chapter 353 R.S.Mo., shall hereby be entitled to real property period of twenty-five (25) years from the commencement of such tax abatement provisions of the Plan:

If property within or which is a part of Parcel "G" of the Area as depicted in Exhibit by the LCRA to an urban redevelopment corporation formed pursuant to Chapter sports facility, or if any such redevelopment corporation shall own and construct Area in accordance with the Plan, then for twenty five (25) years after the date the title to, or an ownership interest in, such property, taxes on such sports facility shall exclusive of any improvements thereon, during the calendar year preceding redevelopment corporation shall have acquired title to, or an ownership interest

This tax relief provision, during said twenty-five (25) year period, shall inure to the sports facility property of the redevelopment corporation, so long as such sports facility as provided in the Plan and in a Redevelopment Agreement with the LCRA

The term MBE shall mean a sole proprietorship, partnership, corporation, or other business entity owned, operated and controlled by minority group members who have at least a 51% ownership interest. The minority group member(s) must have operational and management responsibilities commensurate with their percentage of ownership. The term Minority Group Member shall mean a person who is legally residing in the United States who are Black, Hispanic, Native American (persons with origins from the United States or Native Hawaiian), Asian Pacific American (persons with origins from the United States, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia, Vietnam, or other Asian countries), or American Indian (persons with origins from India, Pakistan or Bangladesh). The term Woman-Owned Business Enterprise shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization, or other business entity owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership interest and exercise operational and managerial control, interest in capital and earnings of the business.

3. Laws and Regulations

The Redeveloper, on behalf of itself and its successors, assigns, agrees to comply with and be bound by all applicable federal, state and local laws, rules, regulations and regulations regarding nondiscrimination and affirmative action, including the Community Development Agency Guidelines for Maximum Utilization of Minority Business Enterprises, 1981, as may be amended; (b) the "Equal Opportunity and Nondiscrimination Policy" attached hereto; and (c) Executive Order #28 dated July 24, 1997, setting forth goals for business participation and 5% for women-owned business participation.

**The South Downtown Redevelopment Project Area
Legal Description**

Beginning at the intersection of the North line of Walnut Street and the West line of Eighth Street; thence Westwardly along said West line of Eighth Street across all intervening streets and alleys to its point of intersection with the West line of Spruce Street; thence Westwardly along said line 115 feet, more or less, to its point of intersection with the North-South 15 foot wide alley in City Block 417; thence Southwardly along said Center line of said alley to its intersection with a line parallel to and 200 feet South of Spruce Street; thence Westwardly along said line to its intersection with the East line of Ninth Street; thence Southwardly along said East line of Ninth Street to its intersection with the Eastward prolongation of the South line of a street (30 feet wide) established under the provisions of Ordinance No. 9191; thence Southwardly along said West line of former Ninth Street to its intersection with the South line of the former Cerre Street; thence Eastwardly along said South line of former Cerre Street across all intervening streets and alleys to a point of intersection with the West line of Seventh Street; thence Eastwardly along said West line of Seventh Street to its point of intersection with the East line of Seventh Street and the South line of Cerre Street (as it crosses the East line of Seventh Street); thence Eastwardly along said South line of Cerre Street across all intervening streets and alleys to its point of intersection with the East line of South Broadway; thence Northwardly along said East line of South Broadway across all intervening streets and alleys to its intersection with the North line of Walnut Street; thence Westwardly along said North line of Walnut Street across all intervening streets and alleys to the point of beginning.

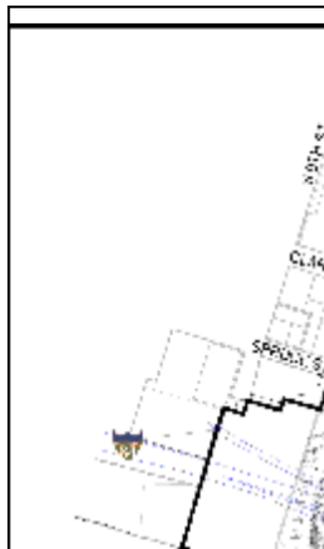
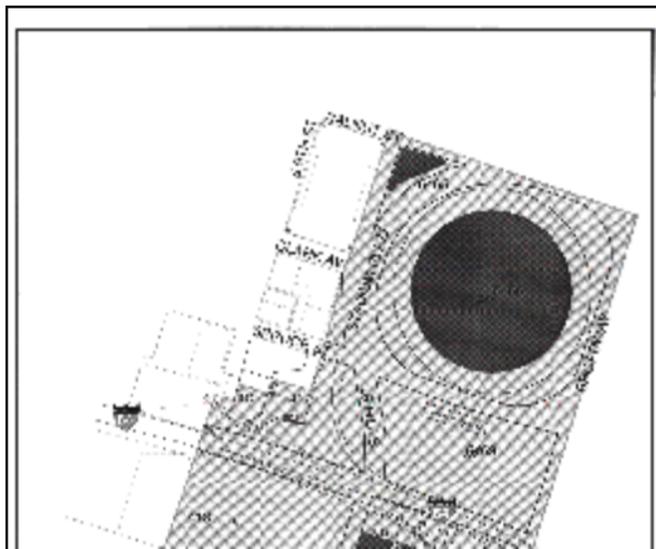
Said Redevelopment Area contains the following:

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Approved: October 22, 2002

ORDINANCE NO. 65668 - EXHIBITS B, C & D



business has been conducted.

Notwithstanding the foregoing paragraph, any person or persons, partnership, corporation in the business of admitting persons or groups upon payment of an admission fee for a ride or cruise, wrestling match, show or exhibition, boxing match, show or exhibition, but not restricted to baseball, football, rugby, soccer, hockey, basketball, rodeo, rodeo presentation, and who or which: 1) has been designated the developer or redeveloper (a "Redeveloper"), pursuant to a redevelopment plan approved by the City and a redevelopment agreement ("Redevelopment Agreement") approved by the Local Board of Health, for the substantial rehabilitation of a new or redeveloped sports arena, sports stadium, field, or other sports or recreation facility to be constructed or rehabilitated after the effective date of the ("Recreation Facility") and for the development of a substantial mixed-use Recreation Facility which may include, but is not limited to, housing, offices, multi-family residential, retail stores, restaurants or other similar facilities, all of which such facilities, including but not limited to, are or will be located within a blighted and/or insanitary area, as determined by the City, and who or which: 2) is the primary tenant, occupant or operator of the Recreation Facility, or has been designated as the Redeveloper ("Tenant"), or 3) is an Affiliate (as hereinafter defined) of the Redeveloper, shall be taxed upon the amount of gross receipts derived from such admissions to the Recreation Facility during the term of the Redevelopment Agreement at the rate corresponding to the rate of Private Investment for the construction or rehabilitation of the Recreation Facility under the Redevelopment Agreement in accordance with the following tax rate schedule:

Amount of Estimated

SECTION ONE: The public surface rights of vehicle, equestrian and pedestrian

A tract of land being Kimberly Avenue from Ashland to Greer of the City of St. L particularly described as follows:

Beginning at the northwest corner of Lot 9 of Kimberly Subdivision in C 5248 South as recorded in Plat Book 16, pages 112-113; thence, along t line of Kimberly Avenue, 50 feet wide, south 28 degrees 41 minutes 27 tance of 202.93 feet to a point on the north right-of-way line of Greer A said point also being the southwest corner of Lot 16 of said Kimberly along said north right-of-way line of Greer Avenue, 60 feet wide, n minutes 35 seconds west a distance of 50 feet to a point being the sou 1 in said Kimberly Subdivision; thence, leaving said north right-of- Avenue, 60 feet wide, north 28 degrees 41 minutes 27 seconds east a di along the west right-of-way line of Kimberly Avenue to a point in the line of Ashland Avenue, 60 fee wide, said point also being the northea said Kimberly Subdivision; thence, along the south right-of-way line 60 feet wide, south 60 degrees 45 minutes 56 seconds east a distance of of beginning and containing 10,146.16 square feet more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Metropolitan St. Louis Sewer District will use vacated area to

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submitted to the Board of Public Service for acceptance 365 days (one year) from the date of the ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: October 31, 2002

ORDINANCE #65671
Board Bill No. 237

An ordinance concerning the Jack Buck Bronze Statue (THE STATUE) and granting the City of St. Louis the right to acquire the land in city block 6466, and sited in the northwest corner of the parcel, also known as the stadium plaza and city block 6465. (THE STATUE); finding that an overriding public need exists for the Statue;

1. establishing the Jack Buck Statue as a new City Landmark; and
2. adopting Landmark Design Standards; and
3. facilitating the use of THE STATUE as a preeminent attraction to the City of St. Louis and its contribution to the life and culture of the City of St. Louis; and
4. maintaining the Statue to facilitate tourism and economic development of THE STATUE are properly maintained, containing definitions and an emergency clause.

WHEREAS to St. Louis sports fans, Jack Buck will always remain "the voice of

WHEREAS, pursuant to Section 24.12.020 (Rev. Code St. Louis 1999) the Board has given its approval of the Landmark Petition as provided herein; and

WHEREAS, it is necessary that this Board take appropriate action respecting the preservation of the bust in perpetuity;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The City of St. Louis designates the bronze bust and granite pedestal of Jack Buck as a City Landmark;

SECTION TWO: The following Landmark Design Standards and Preservation Plans shall apply:

1. Bust shall not be altered or augmented in any manner, unless such plans have been approved by the Board.
2. Bust shall remain in association with the St. Louis Cardinals baseball team and its replacement facility.
3. Bust shall remain located at ground level in a prominent exterior location, and in accordance with the Landmark Design Standards and Preservation Plans.
4. Any required restoration or preservation of the bust shall be done in accordance with the Landmark Design Standards and Preservation Plans.

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BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Ordinance 65132, approved January 1, 2001 is hereby amended to amend said Ordinance pertaining to Application Review and enacting in lieu thereof a new SECTION subject matter which shall read as follows.

F. Application Review. The Affordable Housing Commission shall have the authority to review applications made by agencies, commissions and other departments of the City of St. Louis. Agencies, commissions and other departments of the City of St. Louis cannot apply for such affordable and accessible housing funds except to expand services or projects, or by private groups seeking funds in coordination and conjunction with agencies, commissions or departments, for federal, state and local funding in connection with the preservation and development of affordable and accessible housing in the City of St. Louis.

SECTION TWO. This being an ordinance necessary for the immediate preservation and development of affordable and accessible housing in the City of St. Louis, it is hereby declared to be an emergency ordinance as provided for by Article IV, Section 2 and shall be effective immediately upon approval by the Mayor or its approval over his veto.

Approved: November 7, 2002

