

ORDINANCE #65444
Board Bill No. 302
Committee Substitute

AN ORDINANCE AFFIRMING ADOPTION OF A REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH PAGE PARTNERS, LLC; PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENT; AND AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION WITH THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN A REDEVELOPMENT AREA.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the "Act" or "TIF Act"), the City adopted Ordinance No. _____ [Board Bill No. 310CS] on _____, 2002 (the "Approving Ordinance"), which Approving Ordinance (i) designated as a "redevelopment area" a certain portion of the City (the "Redevelopment Area"), (ii) approved a redevelopment plan entitled "MLK Plaza Tax Increment Financing Redevelopment Plan" (the "Redevelopment Plan"), (iii) approved the redevelopment project described in the Redevelopment Plan (the "Redevelopment Project"), (iv) adopted tax increment allocation financing within the Redevelopment Area, and (v) established the "City of St. Louis, Missouri, Special Allocation Fund for the MLK Plaza Redevelopment Project" (the "Special Allocation Fund") all as set forth in the Approving Ordinance and in accordance with the requirements of the Act; and

WHEREAS, in furtherance of the redevelopment of the Redevelopment Area designated in the Redevelopment Plan, the City published a request for redevelopment proposals, to which Mound City Group, LLC, and MLK Development L.L.C., responded with a proposal entitled "MLK Development, L.L.C. TIF Application" submitted to the City on September 24, 2001 (the "Proposal"), for the redevelopment of the Redevelopment Area;

WHEREAS, in accordance with the Proposal, Mound City Group, LLC, and MLK Development, L.L.C. formed a successor entity, Page Partners, LLC, a Missouri limited liability company (the "Developer"), and the City desires to enter into an agreement with Developer with regard to the redevelopment of the Redevelopment Area; and

WHEREAS, pursuant to provisions of the Act, the City is authorized to enter into a redevelopment agreement with the Developer (the "Redevelopment Agreement"), and in accordance with the Redevelopment Plan and the Act, the Board of Aldermen hereby determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to authorize and approve the Redevelopment Agreement and the transactions contemplated thereby.

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

Section One. The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer in order to implement the Redevelopment Project and to enable the Developer to carry out its proposal for development of the Redevelopment Project.

Section Two. The Board of Aldermen hereby approves, and the Mayor and Comptroller are hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and the Developer, and the City Register is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the officers of the City executing the same and as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

Section Three. The Mayor and Comptroller or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor and Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

Section Four. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section Five. Be it further ordained that all ordinances or parts of ordinances in conflict with provisions of this ordinance are hereby repealed.

Clerk, Board of Aldermen

Vice President, Board of Aldermen

Approved: Date: _____, 2002

Mayor

Truly Engrossed and Enrolled

EXHIBIT A

Redevelopment Agreement Between the City of St. Louis and Page Partners, LLC

(Attached hereto.)

**REDEVELOPMENT AGREEMENT
Between the
CITY OF ST. LOUIS, MISSOURI
and
PAGE PARTNERS, LLC**

Dated as of

The ____ day of _____, 2002

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2002, by and between the **CITY OF ST. LOUIS, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and **PAGE PARTNERS, LLC**, a Missouri limited liability company. (All capitalized terms used herein, other than proper nouns, shall have the meanings ascribed to them in Section 1 of this Agreement, except as they may be defined elsewhere in this Agreement.)

RECITALS

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri, in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended, and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act.

B. The City published a notice on _____ and _____, in the St. Louis Post-Dispatch, a newspaper of general circulation within the City, soliciting proposals for the redevelopment of the Redevelopment Area, and made such requests for proposals available at for potential developers of the Redevelopment Area.

C. On September 24, 2001, in response to the City's solicitation of proposals, Mound City Group, LLC, and MLK Development L.L.C., responded with a proposal entitled "MLK Development, L.L.C. TIF Application" (the "Proposal"), for the redevelopment of the Redevelopment Area.

D. In accordance with the Proposal, Mound City Group, LLC, and MLK Development, L.L.C. formed a successor entity, Page Partners, LLC, a Missouri limited liability company (the "Developer").

E. On December 19, 2001, following a public hearing held on December 19, 2001, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the redevelopment plan known as the MLK Plaza Tax Increment Financing Redevelopment Plan and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act.

F. On _____, 2002, after due consideration of the TIF Commission's recommendations and after proper notice of certain amendments to the Redevelopment Plan that did not enlarge the exterior boundaries of the Redevelopment Area, did not substantially affect the general land uses established in the Redevelopment Plan or substantially change the nature of the Redevelopment Project, the Board of Aldermen adopted: (1) Ordinance No. _____ [Board Bill No. 301CS] designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area and establishing the Special Allocation Fund; (2) Ordinance No. _____ [Board Bill No. 301CS] designating the Developer as developer of the Redevelopment Area and authorizing the City to enter into a redevelopment agreement with Developer; and (3) Ordinance No. _____ [Board Bill No. 303CS] authorizing the issuance of TIF Notes as evidence of the City's obligation

to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and pledging TIF Revenues to the payment of the TIF Notes.

G. The Board of Aldermen hereby determines that the acceptance of the Redevelopment Proposal and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

H. Pursuant to provisions of the TIF Act and Ordinance Nos. _____, _____ and _____, [Board Bill Nos. 302CS, 303CS, and 301CS] the City is authorized to enter into this Agreement, to issue TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and any such Redevelopment Project, and to pledge TIF Revenues to the payment of the TIF Notes.

AGREEMENT

NOW, THEREFORE, the City and the Developer, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, subject to the conditions herein set forth, do agree as follows:

Section 1. As used in this Agreement, the following words and terms shall have the following meanings:

"Acquisition Costs" means all costs of acquiring the Redevelopment Area, including, but not limited to: cost of land and improvements; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, environmental remediation, soil and hazardous waste and other site and property-related reports; appraisals; professional fees of any kind or nature, including attorneys' fees, filing fees, recording fees, experts' fees; and all litigation costs, including commissioners' awards, judgments, and all associated court costs, fees and expenses.

"Act" or "TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, Revised Statutes of Missouri, as amended.

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Approving Ordinances" means Ordinance Nos. _____ and _____ [Board Bill Nos. 301CS and 302CS] adopted on _____, 2002, and _____, 2002, respectively, designating the Redevelopment Area, approving the Redevelopment Plan and a Redevelopment Project with respect thereto, adopting tax increment allocation financing for the Redevelopment Area, establishing the Special Allocation Fund, and authorizing the execution of a Redevelopment Agreement to carry out the Redevelopment Plan.

"Available Revenues" means (a) all monies on deposit in the PILOTs Account of the Special Allocation Fund; and (b) all monies on deposit in the Economic Activity Tax Account of the Special Allocation Fund that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

"Bond Counsel" means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Certificate of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of Exhibit A, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

"Certificate of Commencement of Construction" means a document substantially in the form of Exhibit B, attached hereto and incorporated by reference herein, delivered by the Developer to the City in accordance with this Agreement and evidencing commencement of construction of the Redevelopment Project.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit C, attached hereto and incorporated by reference herein, delivered by the Developer to the City in accordance with this Agreement and evidencing the completion of the Work.

"City" means the City of St. Louis, Missouri, a body corporate and political subdivision of the State of Missouri duly organized and existing under its Charter and the Constitution and laws of the State of Missouri.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created in the Note Ordinance.

"Developer" means Page Partners, LLC, a Missouri limited liability company, and their permitted successors or assigns in interest.

“Excusable Delay” means acts of God, fire or other casualty, strike, lockout or other labor dispute, weather conditions, shortages or unavailability of material, labor or utilities, failure or delay in financing (except as hereinafter provided), vandalism, laws, orders or regulations of any court, governmental, civilian or military authority, acts of war or acts of terrorism or other like causes beyond the control of the Developer.

“Governmental Approvals” means all plat approvals, re-zonings, text amendments or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or similar approvals, from the City, the State of Missouri, the Metropolitan St. Louis Sewer District, the U.S. Army Corps of Engineers, the Missouri Department of Natural Resources, the U.S. Department of Interior and other or similar approvals required for the implementation of the Redevelopment Project.

“Issuance Costs” means all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel and Bond Counsel), the City’s administrative fees and expenses (including fees and costs of planning consultants), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“Maturity Date” means the date that is twenty three (23) years after the date of adoption of the Note Ordinance.

“Municipal Revenues” means, subject to annual appropriation, twenty-five percent (25%) of the total additional revenues from the following economic activity taxes (as that term is defined in Section 99.805(4) of the TIF Act) by the City, which revenues are not otherwise subject to allocation pursuant to Section 99.845.3 of the Act: (a) the general municipal sales tax levied pursuant to Ordinance No. 62884, or any successor thereto (currently 0.375%), (b) the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979, or any successor thereto (currently 1.00%), (c) the transportation sales tax levied pursuant to Ordinance No. 56553, or any successor thereto (currently 50%) and (d) the capital improvements sales tax levied pursuant to Ordinance No. 62885, or any successor thereto (currently 0.50%), in each case less the costs of collection thereof. Municipal Revenues exclude (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“Note Ordinance” means an ordinance or ordinances adopted by the City authorizing the issuance of the TIF Obligations, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

“Project Fund” means the Project Fund created in the Note Ordinance.

“Project Site” means the portion of the MLK Plaza Redevelopment Area owned or to be acquired by the Developer as necessary to construct the Redevelopment Project and carry out the Redevelopment Plan.

“Redevelopment Area” shall mean that area as is legally described and set forth on Exhibit D, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the redevelopment plan titled the “MLK Plaza Tax Increment Financing Redevelopment Plan” adopted by the City pursuant to Ordinance No. _____ [Board Bill No. 301VCS] on _____, 2002, as such plan may be amended from time to time.

“Redevelopment Project” means the redevelopment project described in the Redevelopment Plan, the Redevelopment Proposal and this Agreement including without limitation (a) land acquisition; (b) demolition and site preparation and improvements, including without limitation, landscaping, grading, street and sidewalk improvements and utility work; (c) environmental remediation; (d) construction of an approximately 40,000 square foot retail center; and (e) professional fees, including without limitation, architecture, engineering, surveying, legal and planning and consultant costs.

“Redevelopment Project Costs” include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan or Redevelopment Project, as applicable. Such costs include, but are not limited to, the following: (a) costs of studies, surveys, plans, and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the commission established in Section 99.820 of the TIF Act for the administration of the TIF Act, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan or Redevelopment Project; (c) property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land; (d) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (e) initial costs for an economic development area; (f) costs of construction of public works or improvements; (g) financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include payment of interest on any obligations issued pursuant to the TIF Act accruing during the estimated period of construction of the Redevelopment Project for which such obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto; (h) all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and the Redevelopment Project, to the extent the City by written agreement accepts and approves such costs; (i) relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and (j) payments in lieu of taxes.

“Redevelopment Proposal” means the TIF Application dated September 24, 2001, for the Redevelopment Area.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs as described in Exhibit E attached hereto which are eligible for reimbursement to the Developer in accordance with the Act and this Agreement.

“Related Entity” means any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any entity in which Developer owns, in the aggregate, at least fifty percent (50%).

“Relocation Plan” means the relocation plan of the City for the Redevelopment Area as contained in the Redevelopment Plan, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

“SLDC” means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

“Special Allocation Fund” means the City’s Special Allocation Fund for the MLK Plaza Redevelopment Area created in the Approving Ordinances.

“TIF Bonds” means any tax increment revenue bonds authorized and issued by the City in accordance with the TIF Act and this Agreement.

“TIF Commission” means the Tax Increment Financing Commission of the City of St. Louis, Missouri.

“TIF Notes” means the tax increment revenue notes issued by the City pursuant to the Note Ordinance.

“TIF Obligations” means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City pursuant to the TIF Act and in accordance with this Agreement.

“TIF Revenues” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805 (10) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, and (2) fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2001 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time.

“Work” means all work necessary to prepare the Redevelopment Area and to construct the Redevelopment Project for the Redevelopment Area including, but not limited to all work described in Exhibit E to this Agreement for the Redevelopment Project in the Redevelopment Area, or reasonably necessary to effectuate the intent of this Agreement.

Section 2. (A) Redevelopment Project. The City and the Developer severally agree to carry out the Redevelopment Project in accordance with the Approving Ordinances, the Redevelopment Plan and this Agreement. The terms and provisions of the Approving Ordinances and of the Redevelopment Plan, as may be amended from time to time, are fully incorporated herein by reference. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Redevelopment Area and to complete the Work, all subject to the Developer’s rights as set forth in Section 2.(A)(vi) hereof.

The Developer agrees, subject to the terms and conditions hereof:

(i) to construct the Redevelopment Project in substantial conformity with the floor plans, elevations and specifications of exterior materials to be used (“Design Plans”) with respect to the Redevelopment Project which Design Plans shall be submitted by the Developer for approval by the City and the SLDC as required by applicable law or ordinance and which shall be consistent with the Redevelopment Plan.

(ii) to submit a Certificate of Commencement of Construction no later than December 31, 2002, and a Certificate of Substantial Completion within eighteen (18) months after the Developer acquires fee simple or leasehold title to the entire Redevelopment Area, absent any Excusable Delay, as defined herein, or any extension granted pursuant to §2(A)(vi)(b); provided, however, that the date for submission of the Certificate of Substantial Completion shall not be extended beyond December 31, 2004.

(iii) to obtain any and all permits and licenses reasonably required by the City necessary to perform under this Agreement and to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer under this Agreement.

(iv) to be the sole owner of the Redevelopment Project and not convey any ownership interest therein to any other person or entity prior to completion of construction of the Redevelopment Project; provided, however that the Developer may at any time convey the Redevelopment Project to any Related Entity upon fifteen (15) days prior written notice to the City and SLDC, respectively.

(v) to permit access to the Redevelopment Area and to all records or files pertaining to the Redevelopment Project by the representatives of the City and its designees at all reasonable times for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of all Work or verification of compliance with this Agreement or applicable law.

(vi) notwithstanding anything contained herein to the contrary, the obligation of the Developer to construct the Redevelopment Project is subject to the timely satisfaction or waiver by the Developer no later than December 31, 2002, of each of the following conditions as determined in the sole and absolute discretion of the Developer:

(a) the adoption of a Note Ordinance by the City authorizing the issuance of TIF Notes in an aggregate principal amount not to exceed \$2,250,000 payable from Available Revenues and Municipal Revenues, which Note Ordinance shall be in a form, amount and substance which is satisfactory to the Developer;

(b) establishment of the Debt Service Reserve Fund pursuant to the Note Ordinance;

(c) the Developer shall be satisfied, in its sole and absolute discretion, with: (1) the overall feasibility, economic or otherwise, of the Redevelopment Project, and (2) the suitability of the Redevelopment Area, including without limitation, the following: (A) all surveys, soil borings, environmental and other physical investigations, inspections, tests or reports with respect to the Redevelopment Area, (B) the status of title to the Redevelopment Area, including without limitation the zoning thereof and the availability of access thereto, (C) the availability of utilities to the Redevelopment Area, (D) the availability of all permits and approvals necessary for the acquisition, development and operation of the Redevelopment Area, and (E) any other investigations, inspections, tests or reports with respect to the Redevelopment Area.

If, prior to the City's receipt of the Certificate of Commencement of Construction, the Developer determines that any one or more of the above listed conditions cannot be satisfied in the sole and absolute discretion of the Developer, the Developer shall provide written notice to the City. Such notice shall constitute evidence of the termination of all rights and obligations of the Developer under this Agreement unless waived in writing by the Developer. The performance dates set forth in Section 2(A)(ii) above may be extended for three months on approval by the City Board of Estimate and Apportionment of a request for extension by the Developer.

(B) Property Acquisition. Developer shall commence reasonable efforts to acquire control of all of the Project Site including necessary leasehold interests (except as otherwise provided below) by negotiated purchase, donation, option, easement or lease and as is necessary as determined by Developer in its discretion to carry out the Redevelopment Plan and Redevelopment Project. The Developer shall obtain all title commitments, inspections, tests, surveys and reports, hire and retain all experts, professionals, including attorneys or engineers, and staff and advance all Acquisition Costs as necessary to control the Project Site. The Developer shall have the right to encumber its interest in the Project Site concurrent with acquisition of the Project Site and payment of Acquisition Costs. Subject to the Developer's rights under Section 2.(A)(vi) hereof, the Developer may obtain purchase options on each of the parcels, or interests therein, comprising the Project Site, but shall not be required to take title to any parcel, or interest therein until the Developer has enforceable option contracts or leases entitling the Developer to acquire that portion of the Project Site that is reasonably necessary, in the determination of the Developer, to effectuate the Redevelopment Project. For purposes of this Agreement, the obligation of the Developer to "commence reasonable efforts to acquire control of all of the Project Site" shall be satisfied upon the commencement of negotiations by the Developer with the owners of such interests in the Project Site.

(C) Condemnation. With respect to any portion of the Project Site or any interest therein (including, without limitation, any tenant's or lessee's interest in any lease affecting the Project Site acquired by the Developer which Developer desires to acquire) not acquired in accordance with Section 2.B hereof, the Developer shall request in writing that the City initiate eminent domain proceedings to acquire such parcel or parcels of the Project Site or interest therein at the sole expense of the Developer; provided such expense shall otherwise constitute Reimbursable Redevelopment Project Costs. The City shall convey legal title to any real property acquired in its name by condemnation pursuant to this Agreement by quit claim deed subsequent to receipt of a Certificate of Commencement of Construction as set forth herein.

(i) As a condition precedent to its authorization hereunder to institute eminent domain proceedings against an owner of all or part of the Project Site, the Developer hereby covenants and agrees that it shall first satisfy all jurisdictional prerequisites necessary for the initiation of such eminent domain proceedings, including the requirement to negotiate in the City's name in good faith. Prior to filing any petition for condemnation on behalf of the City, the Developer shall provide the City with fifteen (15) days advance notice thereof and the City shall have the right to inspect any documentation relating to the Developer's efforts to acquire the parcel or parcels of the Project Site, or interests therein, which are to be part of the proceeding and to set reasonable requirements during such fifteen (15) day period based upon any appraisals obtained by the Developer regarding the price to be paid therefor. Such request shall include: (a) legal descriptions of the property to be taken by such proceedings; (b) an appraisal dated on or after October 1, 2001, from an independent third party MAI appraiser reasonably acceptable to the City, (c) evidence that the Developer has made an offer at least equal to the appraised value as part of its good faith efforts to acquire such parcel or parcels by negotiation, and (d) all other information reasonably required by the City to proceed.

(ii) The Developer, acting in the City's name and on the City's behalf, shall initiate condemnation proceedings within thirty (30) days from the date of the City's receipt of the Developer's written request. Except as otherwise provided in this Agreement, the Developer, as the City's agent, shall control all condemnation proceedings, including the selection of attorneys and other professionals and shall diligently prosecute all such proceedings. The City agrees to cooperate in such proceedings and to execute all pleadings and other documents which may be necessary and/or required during the prosecution of such proceedings. During the condemnation proceedings, the Developer agrees to consult with the City regarding recommendations by consultants to the Developer as to the fair settlement value of each such case. Advice and consultation with the City shall continue throughout such proceedings. The City shall, upon initiation of the condemnation proceedings, designate in writing to the Developer an individual who is authorized to represent the City in consultations with the Developer and its counsel. The Developer shall provide copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings for the City's inspection.

(iii) The City hereby authorizes the Developer, prior to the appointment of commissioners, to obtain the consent of each defendant property owner, subject to reasonable terms and conditions, for the Developer to conduct such due diligence as the Developer deems necessary pursuant to this Agreement. In the alternative, the Developer may, on behalf of the City, file a motion with the court in which the petition for condemnation of an interest the Project Site or interest therein is filed providing for the inspection of that parcel by the Developer, subject to reasonable terms and conditions. The City hereby authorizes the Developer, on behalf of the City, to timely file exceptions to any commissioners' report if deemed deficient in the Developer's judgment.

(iv) Within one hundred twenty (120) days after any commissioners' award, the Developer shall either: (a) notify the City that it is terminating this Agreement pursuant to Section 2(A)(vi) of this Agreement; or (b) pay the amount of any commissioners' award issued in conjunction with any such condemnation proceeding either directly to the Clerk of the Circuit Court or to the City for payment of such commissioners' award by the City. Notwithstanding the foregoing, if the Developer requests that the City terminate any condemnation proceeding to effect a settlement of any such proceeding, this Agreement shall continue and the City and the Developer shall continue to diligently prosecute any other condemnation proceedings pending at such time

(v) From time to time following the initiation of any proceedings for the exercise of the City's power of eminent domain pursuant to this Section and payment of such commissioners' award by the Developer to the City, but before payment by the City on behalf of the Developer of any commissioners' award and acquisition of legal title to any such parcel or parcels or interests therein by the City on behalf of the Developer, the Developer shall provide the City with an irrevocable letter or letters of credit naming the City as beneficiary, or such other bond or collateral as the City may accept in its sole discretion, in an amount equal to fifty percent (50%) of the difference, if any, between commissioners' awards for each parcel or parcels or interests therein which have been taken by eminent domain for which such commissioners' award is not yet final (a "Pending Award") and the amount of damages reasonably claimed by the defendants for the taking of each parcel or parcels or interests therein for which there is a Pending Award. The letter or letters of credit or other bond or security instrument shall be in form and substance reasonably acceptable to the City and, once issued, shall remain outstanding until such time as each such Pending Award has been liquidated, settled, compromised or otherwise resolved and paid. Notwithstanding anything to the contrary herein, the Developer covenants that it shall indemnify and hold harmless the City in the amount that the sum of all jury awards exceeds the sum of all commissioners' awards for each parcel or parcels or interests therein which have been taken by eminent domain. The breach of such covenant by the Developer shall, in addition to any other remedy that the City may have at law or in equity, give rise, to the City's right of termination pursuant to Section 12 of this Redevelopment Agreement.

(vi) If the Developer elects to abandon condemnation proceedings instituted under this Agreement following entry of a commissioners' award and any such condemnation proceeding is abandoned thereafter by the City, the Developer shall indemnify and hold the City harmless of and from any statutory award of interest the City is compelled by the Court to pay pursuant to Section 523.045 of the Revised Statutes of Missouri, as amended.

If this Agreement is terminated in accordance with Section 2(A)(vi) or Section 12 hereof, the City may elect to terminate all pending condemnation proceedings or may elect to continue condemnation proceedings at the City's sole expense, including any resulting commissioners' or jury awards. In either event, the City shall have no obligation to reimburse the Developer for any costs incurred by the Developer, including without limitation costs incurred in the City's name or as the City's agent. If the City elects to continue condemnation proceedings, the City shall have the further right to receive and to utilize at no cost to the City all reports, surveys, appraisals and work product obtained by or on behalf of the Developer in the acquisition of such real property for which the City proceeds to acquire by condemnation or negotiated purchase.

The Developer shall indemnify and hold the City harmless from and against any and all claims, suits, damages, expenses, or liabilities, including court costs and reasonable attorneys' fees, arising out of (a) any eminent domain action filed pursuant to this Agreement, including any action which is abandoned; (b) the operation of all or any part of the Project Site or other properties necessary to complete the Redevelopment Project or the condition of the Project Site or other properties necessary to complete the Redevelopment Project, including without limitation any environmental cost or liability arising or occurring after the Developer acquires the Project Site; and (c) negotiations, inspections, acquisitions, preparations, construction, leasing, operation and other activities of Developer or its agents in connection with or relating to the Redevelopment Project, the Project Site or other properties necessary to complete the Redevelopment Project.

(vii) As the City's agent, the Developer shall, at its sole cost and expense relocate residents or occupants of businesses or portions of businesses on the Project Site not otherwise provided for in the acquisition of the Project Site in accordance with the Redevelopment Plan and applicable law.

(D) Excusable Delay. The Developer shall give the City written notice of Excusable Delay; provided, however, that all duties and obligations of the City hereunder and under the Ordinances and the Redevelopment Plan, shall cease and terminate on December 31, 2004, unless the Developer has, on or before such date, submitted a Certificate of Substantial Completion.

(E) Certificate of Substantial Completion

(i) The Developer shall furnish to the City and SLDC a Certificate of Substantial Completion upon completion of the Redevelopment Project.

(ii) The City and SLDC shall, within 30 days following delivery of the Certificate of Substantial Completion, carry out such inspections as they deem necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the project architect's certificate of substantial completion accompanying the Certificate of Substantial Completion. The certificates shall be deemed verified and the Certificate of Substantial Completion shall be deemed accepted by the City and the SLDC unless, prior to the end of such 30-day period after delivery to the City and the SLDC of the Certificate of Substantial Completion, the City or SLDC furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail.

(iii) Upon acceptance of the Certificate of Substantial Completion by the City and SLDC or upon the lapse of 30 days after delivery thereof to the City and SLDC without any written objections by the City or SLDC, the Developer may record the Certificate of Substantial Completion with the City's Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work and the Redevelopment Project. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit C hereto and incorporated by reference herein.

(F) Developer to Advance Costs. The Developer agrees to reimburse the Comptroller of the City and/or the SLDC for such administrative costs, legal fees, and Issuance Costs incurred in connection with the negotiation of this Agreement, the adoption of the Approving Ordinances and the issuance of the TIF Notes in such amount as the parties shall mutually agree upon, provided, however, that the total amount payable under this paragraph shall not exceed \$41,000. All sums advanced under this section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of the TIF Notes.

(G) Construction Contracts; Insurance. The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall provide satisfactory documentation to the City and SLDC evidencing limitation of any recourse of any such contractor to the Special Allocation Fund or to any mechanic's lien rights against the Project Site and not against the City or SLDC. Prior to commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work, the City and the Developer agree to cooperate and take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

(H) Governmental Approvals. The City and SLDC agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

(I) Design Plans; Changes. The Design Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Design Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may dictate or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (i) the Developer shall comply with all laws, regulations and ordinances of the City and (ii) prior to any material changes, the Developer shall obtain the advance written consent of SLDC, which consent shall not be unreasonably withheld or delayed. For purposes of this Section, "material changes" shall mean (a) any change that could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within the Redevelopment Area of at least ten percent (10%); or (b) any change that would result in a retail center of less than 35,000 square feet; or (c) any change that would eliminate the construction of a grocery store.

(J) Tenant Selection. So long as any TIF Obligations are outstanding, the Developer agrees:

(i) to give consideration in tenant selection to any tenant which will produce a higher volume of sales taxes for

the City, all other economic terms and conditions being equal; and

(ii) if any proposed tenant operates another retail establishment within three miles of the Redevelopment Area, to exercise diligent, good faith efforts to ensure that such tenant will not cease to operate at its other location for a period of one year after beginning operations within the Redevelopment Area, provided that upon the written request of the Developer with respect to any particular tenant, the City shall waive this requirement if the City reasonably determines, based upon evidence provided by the Developer or otherwise obtained by the City, that the relocation of such tenant into the Redevelopment Area was not directly benefitted by tax increment financing.

Section 3. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer for verified Reimbursable Redevelopment Costs in the amounts and as set forth on Exhibit E, attached hereto and incorporated herein by reference, as may be adjusted by Sections 4, 5 and 6 hereof. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Obligations to evidence the City's obligation to reimburse the Developer for verified Reimbursable Redevelopment Project Costs up to a maximum aggregate principal amount of \$2,250,000, subject to the limitations of Sections 4, 5 and 6 hereof.

Section 4. Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to issue TIF Obligations or to reimburse the Developer for any cost that does not qualify as a "redevelopment project cost" under Section 99.805(14) of the TIF Act. The Developer shall provide to the City and to SLDC a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of Exhibit A, attached hereto and incorporated herein by reference. Each Certificate of Reimbursable Redevelopment Project Costs shall be accompanied by: (a) itemized invoices, receipts or other information evidencing such costs; and (b) an opinion of counsel to the Developer addressed to the City that such cost is eligible for reimbursement under the Act and whether such costs constitute advances under the TIF Notes. The parties agree that each of the categories of costs set forth in Exhibit E, attached hereto and incorporated herein by reference, shall constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. In the event that the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is determined not to be a "redevelopment project cost" under Section 99.805(14) of the TIF Act, the Developer shall have the right to substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment.

Section 5. City's Obligations Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the TIF Notes issued by the City to the Developer for Reimbursable Redevelopment Project Costs are payable only from the Special Allocation Fund and from proceeds of the TIF Bonds, if any, and from no other source.

Section 6. Procedures for the Issuance of TIF Notes.

(A) The City agrees to issue TIF Notes as provided in the Note Ordinance up to a maximum aggregate principal amount of \$2,250,000 to reimburse the Developer for Reimbursable Redevelopment Project Costs up to the maximum amount established in Section 3 hereof, subject to the limitations of Sections 4, 5 and 6 hereof. The TIF Notes shall bear simple interest at a fixed rate per annum equal to seven and one-half percent (7-1/2%) if the interest on such TIF Notes is, in the opinion of Bond Counsel, not exempt from federal income taxation, or, at a fixed rate per annum equal to six percent (6%) if the interest on such TIF Notes is, in the opinion of Bond Counsel, exempt from federal income taxation. All TIF Notes shall have a stated maturity date that is twenty-three (23) years after the date of adoption of the Note Ordinance.

(B) The Developer may deliver to the City and to SLDC Certificates of Reimbursable Redevelopment Project Costs in accordance with Section 4 hereof. The City and SLDC shall approve or disapprove of each Certificate of Reimbursable Redevelopment Project Costs within 30 days of the submittal thereof. If the City or SLDC disapproves any Certificate of Reimbursable Redevelopment Project Costs, the City or SLDC shall state in writing the reasons therefor and provide the Developer a reasonable opportunity to clarify or correct the Certificate of Reimbursable Redevelopment Project Costs. If the City and SLDC fail to approve or disapprove any Certificate of Reimbursable Redevelopment Project Cost within 30 days of the receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved. Notwithstanding any provision contained in this Agreement to the contrary, the City and SLDC are not obligated to approve any Certificate of Reimbursable Redevelopment Project Costs so long as the Developer is in default under the terms of this Agreement.

(C) Within ten (10) days of approval by the City and SLDC of a Certificate of Reimbursable Redevelopment Project Costs, the City shall issue, subject to the limitations of Sections 4 through 6 hereof, endorsements to the TIF Notes evidencing advances for the reimbursement of Reimbursable Redevelopment Project Costs. Endorsements shall be issued no more than once every other calendar month. The City shall be entitled to withhold from each endorsement of the principal amount of the TIF Notes an amount equal to ten percent (10%) of the maximum principal amount of each TIF Note allowable under this Agreement until such time as the Certificate of Substantial Completion has been accepted by the City and SLDC in the manner provided herein. Upon acceptance of the Certificate of Substantial Completion by the City and SLDC, the amount of this holdback shall be reimbursed to the Developer by endorsement of the TIF Notes in accordance with the terms otherwise set forth in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City and SLDC of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of endorsements to the TIF Notes as provided in this Section, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund.

(D) As a condition precedent to the first endorsement to the TIF Notes, which shall constitute the initial issuance and delivery of the TIF Notes, the Developer shall deliver to the City and SLDC the following:

(i) Certificate of Commencement of Construction, in substantially the form of Exhibit B, attached hereto and incorporated herein by reference, evidencing that the Developer has (a) acquired the Project Site, and (b) entered into a binding agreement with a contractor to construct the Redevelopment Project;

(ii) Certificate of Reimbursable Redevelopment Project Costs evidencing the Developer has incurred at least \$250,000 of Reimbursable Redevelopment Project Costs, of which at least \$150,000 shall be hard costs related to categories 1 to 5 on Exhibit E attached hereto and incorporated herein by reference;

(iii) Evidence of the Developer's lender's commitment to finance the Redevelopment Project containing reasonably attainable conditions precedent to lender's obligation to finance, in a form reasonably acceptable to the City, or certification by the Developer that private financing for the Redevelopment Project has been obtained;

(iv) Pay all Issuance Costs as set forth in Section 2.(F)(iv).

Section 7. Redemption and Payment of the TIF Notes.

(A) The TIF Notes shall be subject to special mandatory redemption by the City semi-annually on each June 1 and December 1, commencing on the first June 1 or December 1 after the acceptance of the Certificate of Substantial Completion by the City and SLDC, in a principal amount equal to Available Revenues on deposit in the applicable account of the Special Allocation Fund and which are not be required for the payment of interest.

(B) The TIF Notes shall also be subject to mandatory redemption by the City semi-annually on each June 1 and December 1, commencing on the first June 1 or December 1 after the acceptance of the Certificate of Substantial Completion by the City and SLDC, in a principal amount equal to the amount that amortizes the aggregate principal amount of the outstanding TIF Notes, using substantially level debt service, over the period of time remaining from the date of the first mandatory redemption until the maturity date. Promptly following the acceptance by the City and SLDC of the Certificate of Substantial Completion, the City's financial advisor shall prepare and deliver to the Comptroller of the City and to the Developer a schedule of amortization to be attached to the TIF Notes, which schedule of amortization, absent manifest error, shall be binding upon the City and the Developer.

Upon adoption of the Approving Ordinances, the City shall deposit the Municipal Revenues into a debt service reserve fund within the Special Allocation Fund. In the event that Available Revenues are deficient in the payment of scheduled principal and interest due on any semi-annual payment date, the City shall transfer from the debt service reserve fund the amount of such deficiency. If the amount of Municipal Revenues in the debt service reserve fund is insufficient to pay the amount of the deficiency, Available Revenues and Municipal Revenues shall be applied on each subsequent semi-annual payment date until all prior deficiencies have been paid, at which time Municipal Revenues shall again be deposited in the debt service reserve fund.

Section 8. TIF Bonds. The City may in its sole and absolute discretion issue TIF Bonds in an amount sufficient to refund all or a portion of the outstanding TIF Notes. The Developer shall not have any liability for any costs associated with the issuance of TIF Bonds but shall bear its own costs and expenses, including any attorneys' fees and expenses, that the Developer may incur in complying with this Section. Proceeds of any TIF Bonds shall be applied in the following order: (a) to the payment of Issuance Costs relating to the issuance of the TIF Bonds; (b) to the payment of outstanding principal of and interest on the TIF Notes to be refunded; (c) to the payment of capitalized interest on the TIF Bonds; and (d) to the establishment of a debt service reserve fund for the TIF Bonds.

(A) The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including disclosure of tenants of the Project Site and the non-financial terms of the leases between the Developer and such tenants, to the extent permitted by such leases. The Developer will not be required to disclose to the general public or any investor any proprietary or confidential information, including financial information, pertaining to the Developer, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. The Developer shall make such compliance obligation a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(B) The City shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter and the City deem necessary for the issuance of the TIF Bonds) and underwriter's counsel. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under the Act. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole and absolute discretion.

Section 9. Special Allocation Fund: Collection and Use of TIF Revenues

(A) Creation of Special Allocation Fund. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to EATS and Municipal Revenues, subject to annual appropriation, the City shall promptly, upon receipt thereof, deposit the TIF Revenues and Municipal Revenues

into the Special Allocation Fund.

(B) Application of TIF Revenues. The City hereby agrees for the term of this Agreement to apply Available Revenues and Municipal Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act, or under successor statutes, to the repayment of TIF Notes as provided in the Note Ordinance.

(C) Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. The Developer shall supply or cause to be supplied to the City's Office of the Comptroller a completed Tax Increment Financing (TIF) District Quarterly Information Form for each business located within the Redevelopment Area, the form of which is attached hereto as Exhibit F.

In addition, the Developer shall exercise diligent, good faith efforts to ensure that each "seller" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Project Site provide to the City's Comptroller the following information:

- (i) Each "seller's" federal and state tax identification numbers.
- (ii) Within thirty (30) days of filing, copies of all sales tax returns filed with the Missouri Department of Revenue (on Form 53-S.F. Missouri Department of Revenue or such successor form) with respect to the sales taxes originating from businesses located within the Redevelopment Area. In the event that a "seller" has multiple business operations within the City, such "seller" shall file separate sales tax returns for the sales taxes originating from the business located within the Redevelopment Area.
- (iii) Within thirty (30) days of filing, copies of all earnings tax returns filed with the City (on Business Return Form 234 or such successor form) with respect to earnings taxes originating from the business located within the Redevelopment Area. In the event that a business has multiple operations within the City, such business shall file separate earnings tax returns for the earnings taxes originating from the business located within the Redevelopment Area.
- (iv) Within thirty (30) days of filing, copies of all earnings tax withholding reports filed with the City (on Form W-10 or such successor form) with respect to earnings tax withholdings originating from the business located within the Redevelopment Area. In the event that a business has multiple operations within the City, such business shall file separate earnings tax withholding reports for the earnings tax withholdings originating from the business located within the Redevelopment Area.
- (v) Within thirty (30) days of filing, copies of all gross receipts tax reports filed with the City (on the City of St. Louis Gross Receipts' Tax Report or such successor form) with respect to gross receipts taxes originating from the business located within the Redevelopment Area. In the event that a business has multiple operations within the City, such business shall file separate gross receipts tax reports for the gross receipts taxes originating from the business located within the Redevelopment Area.
- (vi) Within thirty (30) days of receipt, copies of monthly invoices received for utility services provided to the property on which the business within Redevelopment Area is located, including without limitation electric, water, natural gas, and telephone services.

The Developer shall also request any purchaser or transferee of real property and any lessee or other user of real property located within the Redevelopment Area to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from the Redevelopment Area to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Project Site). The Developer shall exercise diligent, good faith efforts to satisfy this requirement by including the obligations set forth in this Section within any deed conveying a portion of the Project Site to, or any Lease entered into with, any "seller".

The Developer shall notify the City of any sale, transfer or other disposition of the Project Site or any interest therein as permitted by this Agreement within ninety (90) days after the date of said sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Project Site or any interest therein and shall identify the property to be sold, transferred or otherwise disposed of, whether by voluntary transfer or otherwise.

So long as any or the TIF Obligations are outstanding, the Developer will exercise diligent, good faith efforts to cause any purchaser or transferee of real property located within the Project Site, and any lessee or other user of real property located within the Project Site to use all reasonable efforts to timely fulfill the obligations identified in this Section. The Developer shall use all reasonable efforts to cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement. Except as provided in this Section, the Developer shall have no obligation to enforce or collect the payment of TIF Revenues by any "seller."

(D) Certificate of Total Initial Equalized Assessed Value. Within ninety (90) days following the date of this Agreement, the City shall provide to the Developer a true, correct and complete copy of the City Assessor's calculation of the total

initial equalized assessed valuation of all taxable real property within the Redevelopment Area for the calendar year ending December 31, 2001, determined pursuant to Section 99.855.1 of the Act.

(E) Certificate of Initial Economic Activity Tax Revenues. Within ninety (90) days following the date of this Agreement, the City shall provide to Developer a certification of the amount of revenues from taxes which are imposed by the City and other taxing districts (as the term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2001, but excluding those taxes, licenses, fee or special assessments identified in Section 99.845.3 of the TIF Act.

Section 10. Maintenance of Redevelopment Area. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearances of the Project Site during construction of the Redevelopment Project. Upon substantial completion and so long as any TIF Obligations are outstanding, the Developer shall maintain or cause to be maintained all buildings and improvements in the Redevelopment Area which it owns or leases in a reasonably good state of repair and attractiveness and in conformity with applicable state law, local ordinances and regulations, and shall maintain reasonable property and liability insurance. In the event there shall be separately-owned parcels of real estate within the Redevelopment Area during the term of this Agreement, the Developer shall cause, by means of covenants running with the land or otherwise, each owner to maintain the buildings and improvements on its parcel in a reasonably good state of repair and attractiveness and in conformity with applicable state law, local ordinances and regulations, and to maintain reasonable property and liability insurance with respect to the same.

Section 11. Representations and warranties.

(A) Representations of the Developer. Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(i) Page Partners, LLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(ii) The Developer has all necessary power and authority to enter into this Agreement, and to execute and deliver the documents required of the Developer herein, and has complied with all requirements of its operating agreement.

(iii) The Developer has obtained all necessary financing for construction of the Redevelopment Project, acquisition of the TIF Notes, and shall provide any necessary equity funds.

(iv) This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(B) Representations of the City. The City makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof:

(i) The City is a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

(ii) The City has all necessary power and authority, through its Mayor and Comptroller to enter into this Agreement, and to execute and deliver the documents and instruments required of the City herein, and has complied with all procedural requirements of its ordinances, its charter and the Constitution and laws of the State of Missouri.

(iii) The City has all necessary power and authority, through its Mayor, Comptroller and Treasurer, to issue and sell the TIF Obligations.

(iv) This Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(C) Indemnification. The Developer agrees to indemnify, defend and hold the City and SLDC, their governing body members, officers, attorneys, employees, agents and independent contractors, harmless from and against any and all suits, claims, damages liabilities, costs and/or expenses arising out of the negligence (including errors and omissions) or willful misconduct of the Developer, its employees, agents or independent contractors or lessees, in connection with the acquisition, management, development, redevelopment, construction and equipping of the Redevelopment Project and the adoption and implementation of the Approving Ordinances. The Developer agrees to name the City as an additional insured on its builders risk insurance policies applicable to the Redevelopment Project and, upon reasonable written request, shall furnish to the City proof of such insurance coverage. The Developer shall, to the fullest extent permitted by law, indemnify and hold harmless the City and SLDC, their governing body members, officers, attorney, employees, agents and independent contractors thereof, from and against any and all liability, loss, damage, claim or expense (including, without limitation, attorneys' fees and court costs) arising out of or in connection with the breach of any of the representations and warranties in subsection A of this Section 11.

Section 12. Breach; Right to Cure. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination, in the event of any default in, or breach of, any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party

specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional thirty (30) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional thirty (30) day period, the remedy to the aggrieved party shall be as set forth below:

(A) If the Developer is in breach of this Agreement at any time after the City's acceptance of the Certificate of Substantial Completion but prior to the issuance of the TIF Bonds, the City's sole and exclusive remedy, at law or in equity, shall be to suspend payments on any TIF Notes issued to the Developer under this Agreement until the Developer has cured or substantially cured such breach, at which time payments to the Developer under this Agreement shall resume. Interest on such TIF Notes shall cease to accrue during the time of such breach and cure.

(B) If the Developer is in breach before submittal to the City of the Certificate of Substantial Completion, the City may, as its sole and exclusive remedy, at law or in equity, terminate this Agreement after expiration of all applicable cure periods and subject to Excusable Delay. Upon such termination, the City may cancel all outstanding TIF Notes issued to the Developer.

(C) If the Developer is in breach of this Agreement after the issuance of the TIF Bonds, the City may pursue any and all legal and equitable remedies available to it as a result of such breach, including without limitation proceedings to compel specific performance.

(D) If the City is in breach of this Agreement, the Developer may pursue any and all legal and equitable remedies available to it as a result of such breach, including without limitation termination of this Agreement or proceedings to compel specific performance.

Section 13. Miscellaneous Provisions.

(A) Conflict of Interest. No member of the Board of Aldermen, or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation or partnership in which he is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination with respect to such interest by the Board of Aldermen and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

(B) Hazardous Substances. The Developer agrees that it will comply with all laws, orders and regulations of any governmental authority regarding Hazardous Materials which are applicable to its use of the Redevelopment Area. Hazardous Materials include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq, including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the Environmental Requirements, etc.

(C) Nondiscrimination. The Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control in the Redevelopment Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Project and any of the facilities under its control in the Redevelopment Area.

(D) Fair Employment. Without limiting any of the foregoing the Developer voluntarily agrees to adhere to the Equal Opportunity and Nondiscrimination Guidelines set forth in the Redevelopment Plan and attached hereto and incorporated herein as Exhibit G. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability which would prevent it from complying with its policy set forth in Exhibit G.

(E) Employment of City Officials or Employees. In the acquisition, construction, rehabilitation and/or operation of the Redevelopment Project, Developer shall not knowingly employ or contract with any person who is a member of the Board of Aldermen of the City, or is employed by the City in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

(F) Cooperation. The City agrees to cooperate with Developer in carrying out the Redevelopment Plan with due diligence and will perform each and every act required of it under the Redevelopment Plan.

(G) Personal Liability. No governing body member, official, employee, attorney, agent or independent contractor of the City or of the Developer shall be personally liable to the other party or any successor in interest or assign of the other party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

(H) Notices and Demands. A notice, demand or other communication under this Agreement by either party to the

other party shall be in writing and shall be sufficiently given or delivered if dispatched by registered or certified mail, return receipt requested, or delivered personally:

- (i) in the case of the City, to:

City Hall
Tucker and Market Streets
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 311

with a copy to:

St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63103
Attention: Executive Director

and

Armstrong Teasdale LLP
One Metropolitan Square
Suite 2600
St. Louis, Missouri 63102
Attention: James E. Mello, Esq.

- (ii) in the case of the Developer, to:

Page Partners, LLC
8027 Forsyth Boulevard
St. Louis, MO 63105
Attn: James G. Koman

with a copy to:

Husch & Eppenberger, LLC
231 S. Bemiston
8th Floor
St. Louis, MO 63105
Attention: Gregory R. Smith, Esq.

or to such other address or person as either party may designate in writing to the other party. Notice shall be deemed given on the date of personal delivery and on the date of receipt marked on the return card for registered or certified mail.

(I) Amendments. The terms, conditions and provisions of this Agreement and of the Redevelopment Plan can be neither substantially modified nor eliminated except by mutual agreement between the City and the Developer, its successors and assigns; provided, however, that this Agreement shall be deemed to be and shall be construed as in compliance with the authority conferred upon the City by the TIF Act. It is understood that nothing herein to the contrary shall prevent the appropriation by the City of other funds for the purpose of financing or paying for the Redevelopment Project Costs.

(J) Term. Except as otherwise provided herein, this Agreement shall remain in full force and effect so long as any TIF Obligations are outstanding. Upon payment of all costs and the retirement of all TIF Obligations (which in no event shall be later than twenty-three years from the date of adoption of the Redevelopment Plan), this Agreement shall terminate and become null and void.

(K) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. Without limiting the generality of the foregoing, prior to completion of the Redevelopment Project and upon written notice to the City, this Agreement or any part hereof or interest herein may be assigned at any time to a Related Entity; provided, however, that if the assignment is to any party which is not a Related Entity, such assignment may be made only with the prior written consent of the City acting through its Board of Estimate and Apportionment, or after completion of the Redevelopment Project, by the Developer, subject to the terms and conditions of this Agreement. Prior to any sale, transfer or other disposition of all or any portion of the Project Site or any interest therein to an organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of: (i) the date that all TIF Obligations are paid in full, or (ii) twenty-three (23) years from the date that the Redevelopment Plan was adopted by the City. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement. Noncompliance herewith shall cause this Agreement to terminate and be null and void.

(L) No Other Notes, Bonds or Uses of TIF Revenues. The City shall not issue any other indebtedness or obligations secured by the Special Allocation Fund or the TIF Revenues (other than TIF Bonds to refund and refinance, and redeem and pay in full, TIF Notes initially issued hereunder and still outstanding), and the City shall not use or apply any TIF Revenues or any amounts deposited in the Special Allocation Fund to pay any "redevelopment costs" (as such term is defined in TIF Act) other than the Reimbursable Redevelopment Project Costs and such other Redevelopment Project Costs as are expressly authorized for payment in this Agreement.

(M) City's Right to Inspect the Project Site. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

(N) Governing Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

(O) Severability. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

(P) Validity; Enforceability of Redevelopment Agreement. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

(Q) Third Party Claims. During such time as the Developer is the owner of the TIF Notes, in the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, the Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Sections 3, 4, 5, 6 and 7 of this Agreement.

(R) Memorandum of Agreement. The Developer may, at its option, record a memorandum of this Agreement, and the agreements and covenants contained herein shall be covenants running with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Register

Approved as to Form:

Patricia Hageman, City Counselor

PAGE PARTNERS, LLC

By: _____

Name: James G. Koman, Managing Member

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of St. Louis, Missouri, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted him by law; and said Francis G. Slay acknowledged said instrument to be the free act and deed of said City.

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

My term expires

(Seal)

Notary Public

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, Missouri, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted her by law; and said Darlene Green acknowledged said instrument to be the free act and deed of said City.

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

My term expires

(Seal)

Notary Public

STATE OF MISSOURI)
) SS.
_____ OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared James G. Koman, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Page Partners, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said company and said _____ acknowledged said instrument to be the free act and deed of said company.

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

My term expires

(Seal)

Notary Public

EXHIBIT D

Redevelopment Area

Beginning at the point of intersection of the west line of North Spring Avenue, 56 feet wide, and the north line of Dr. Martin Luther King Drive, 80 feet wide, thence southeastward along the north line of Dr. Martin Luther King Drive to the intersection with the east line of North Grand Blvd., thence southward along the east line of North Grand Blvd., 80 feet wide, across all intervening streets and alleys to the intersection with south line of Page Blvd., thence eastward along the south line of Page Blvd. across all intervening alleys to the intersection with the west line of North Spring Avenue, thence northward along the west line of North Spring Avenue, across all intervening streets and alleys, to the point of beginning.

Also being described as City Blocks 1862 and 1864, including all adjacent and intervening streets and alleys.

EXHIBIT G**Equal Opportunity and Non-Discrimination Guidelines**

In any contract for Work in connection with the Redevelopment Project related to any of the Property in the Redevelopment Area, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any of the Property or any improvements constructed or to be constructed on the Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the St. Louis Development Corporation, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The Developer shall make good faith efforts to observe Executive Order #28 dated July 24, 1997, relating to minority and women-owned business participation in City contracts.

The parties agree that the provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Notes, TIF Bonds and/or TIF Revenues. Nonetheless, the Developer voluntarily agrees to make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

EXHIBIT E**Reimbursable Redevelopment Project Costs**

The Redevelopment Project Costs falling within or associated with the categories generally outlined below constitute Reimbursable Redevelopment Costs under the Agreement:

Reimbursable Redevelopment Project Costs

1. Demolition
(Includes demolition of existing buildings.)
2. Land Acquisition
3. Building Construction
(Includes construction of approximately 40,000 sq. foot retail center.)
4. Environmental Remediation and Abatement
(Includes the removal and disposal of toxic or hazardous substances.)
5. Street and Utility Improvements
(Includes vacation of streets and alleys, relocation of utilities, reset curbs.)
6. TIF Professional Fees
Legal, accounting, engineering, planning and consulting costs incurred by the Developer associated with the development and processing of the Redevelopment Proposal, the negotiation of the Redevelopment Agreement, and the implementation of the Redevelopment Project in an amount not to exceed \$50,000.
7. Costs of Issuance advanced by the Developer pursuant to Section 2, not to exceed \$41,000.

Reimbursable Redevelopment Project Costs in categories 1, 2, 3, 4, 5, 6 and 7 above shall not exceed the aggregate amount of \$2,250,000.

Included among the costs with respect to the categories listed above are all "hard" and "soft", direct and indirect costs of acquisition, construction and installation, including without limitation, all charges, expenses, fees, commissions and other costs associated with planning, design, soils and subsurface analyses, demolition, excavation, haul off, fill, compaction, sloping grading, mitigation, construction materials, equipment and

supplies, construction contracting and subcontracting, engineering, topographical surveying, field verification, architectural, general conditions, mobilization and construction management, permits and filing fees, and all other acquisition, construction and installation related costs.

EXHIBIT A

Form of Certificate of Reimbursable Redevelopment Project Costs

Certificate of Reimbursable Redevelopment Project Costs

TO:
City of St. Louis
Office of Comptroller
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: MLK Plaza Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 200__ (the "Agreement"), between the City and Page Partners, LLC, a Missouri limited liability company (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

- 1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
- 2. These Reimbursable Redevelopment Project Costs have been have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.
- 3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
- 4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
- 5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
- 6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Concept Site Plan and the Agreement.
- 7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
- 8. The costs to be reimbursed under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:
Yes: _____ No: X
- 9. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this ____ day of _____, _____.

By: _____
Name: James G. Koman
Title: _____

Approved for Payment this ____ day of _____, _____.

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, _____.

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT B

**FORM OF CERTIFICATE OF
COMMENCEMENT OF CONSTRUCTION**

DELIVERED BY

The undersigned, Page Partners, LLC, a Missouri limited liability company (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2002, between the City of St. Louis, Missouri (the "City") and the Developer (the "Agreement") hereby certifies to the City as follows:

1. All property within the Redevelopment Area necessary for the Redevelopment Project (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by the Developer in accordance with the Agreement.
2. The Developer has entered into an agreement with a contractor or contractors to construct the Redevelopment Project.
3. Attached hereto is a Certificate of Reimbursable Project Costs evidencing that the Developer has incurred at least \$250,000 of Reimbursable Project Costs of Exhibit E to the Agreement.
4. The Developer has obtained all necessary financing needed to complete the Redevelopment Project.
5. This Certificate of Commencement of Construction is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to commencement of construction of the Redevelopment Project.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this
day of _____, _____.

By: _____

EXHIBIT C

**FORM OF
CERTIFICATE OF SUBSTANTIAL COMPLETION**

DELIVERED BY

The undersigned, _____, a _____ (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of December __, 2001 between the City of St. Louis, Missouri (the "City") and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the construction, renovation, repairing, equipping and constructing of the buildings in the Redevelopment Area (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been substantially completed in accordance with the Agreement.
2. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached as Appendix B and by this reference incorporated herein, certifying that the buildings which constitute the Redevelopment Project have been substantially completed in accordance with the Agreement.
3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the building(s) which constitute

the Redevelopment Project.

4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the City of St. Louis Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work with respect to which this Certificate relates.

This Certificate shall be recorded in the office of the City of St. Louis Recorder. This Certificate is given without prejudice to any rights against third parties which exists as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, ____.

By: _____

ACCEPTED:

CITY OF ST. LOUIS, MISSOURI

By: _____
Name [Print]: _____
Title: _____

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name [Print] _____
Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT F

**OFFICE OF THE COMPTROLLER
City of St. Louis**

**Tax Increment Financing (TIF) District
Quarterly Information Form (Confidential)***

Redevelopment Area: _____

Quarterly Period: _____

FED ID Number: _____

Name of Company: _____

Address:** _____

Home Office: _____

Contact Person: _____

Phone: _____

Earnings tax paid to City during quarterly period:
(Business Return Form 234) _____

Earnings Tax withholding to City during
quarterly period: (Form W-10) _____

Payroll tax paid to City during quarterly period:

(Form P-10)

Sales tax paid to State during quarterly period:
(Form 53-S.F. MO Dept. of Revenue Sales Tax Return

Restaurant Gross Receipts:
(City of St. Louis Gross Receipts Tax Report)

* This information will not be part of any public record.

** INFORMATION IS REQUIRED FOR THIS SPECIFIC LOCATION ONLY. DO NOT COMBINE WITH ANY OTHER LOCATION.

Approved: March 18, 2002

**ORDINANCE #65445
Board Bill No. 304**

An ordinance affirming that the Redevelopment Area approved by Ordinance 63073, known as the Syndicate/Century ("Area") as described in Exhibit "A" attached hereto and incorporated by reference, is a blighted area as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), affirming that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Amended Blighting Study and Plan dated January 22, 2002 for the Area ("Amended Plan"), incorporated herein by Exhibit "B", pursuant to Section 99.430; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is currently partially occupied, and the Redeveloper shall be responsible for providing relocation assistance pursuant to the Amended Plan to any eligible occupants displaced as a result of implementation of the Amended Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Amended Plan; finding that there shall be available up to ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and exercise their respective powers in a manner consistent with the Plan.

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a Land Clearance Project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, by Ordinance 63073, this Board found the property located in the Syndicate/Century Area to be a "blighted area" as defined in Section 99.320 (3) of the Statute and said property remains blighted; and

WHEREAS, by Ordinance 63073, this Board also approved a Redevelopment Plan for the Area, dated September 21, 1993; and

WHEREAS, it is desirable and in the public interest to amend the Redevelopment Plan approved by Ordinance 63073 by modifying the Plan to allow for residential use of the property in addition to commercial and parking use and to authorize and permit the demolition of the Century Building if its demolition is needed to provide a site for a parking garage to serve the renovated Syndicate Trust Building and other projects in the Old Post Office District; and

WHEREAS, the LCRA has recommended such an amended plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Amended Blighting Study and Plan for the Syndicate/Century Area," dated September 21, 1993, amended January 22, 2002, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Amended Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Amended Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Amended Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Amended Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Amended Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Amended Plan.

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

SECTION ONE. The finding of the Board of Aldermen, by St. Louis Ordinance 63073, that certain property described therein (and described herein as Exhibit "A" attached hereto and incorporated herein) is a blighted area, as defined in Section 99.320(3) of the Revised Statutes of Missouri, 1994, as amended (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) is hereby confirmed.

SECTION TWO. The redevelopment of the Area as described in Exhibit "A", as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Amended Blighting Study and Plan for the Area, amended January 22, 2002 ("Amended Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Amended Plan with the Minutes of this meeting.

SECTION FIVE. The Amended Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Amended Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Amended Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Amended Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain or otherwise.

SECTION NINE. The property within the Area is currently partially occupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Thirteen, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Amended Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Amended Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Amended Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Amended Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Amended Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be in the Area or any part thereof and those covenants shall run with the land, shall remain

in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Amended Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Amended Plan, bona fide Minority Business Enterprise ("MBE's") and Women Business Enterprise ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the Community Development Commission of the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Fourteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

Thereafter any such corporation shall pay the full amount of taxes.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA.

In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Amended Plan, shall be approved by the St. Louis Board of Aldermen in the same manner as the Amended Plan was first approved. Modifications which will substantially change the Amended Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Amended Plan.

The Amended Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Amended Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**Syndicate/Century Area
LEGAL DESCRIPTION**

A tract of land being all of Block 273 of the City of St. Louis, Missouri, and described as follows:

Beginning at a point on the northern line of Olive Street, 60 feet wide, at its intersection with the eastern line of Tenth Street, 60 feet wide, said point being the southwest corner of Block 273; thence northwardly along said eastern street line, 228.48 feet to its intersection with the southern line of Locust Street, 60 feet wide, said point being the northwest corner of Block 273; thence eastwardly along said southern street line, 270.17 feet to its intersection with the western line of Ninth Street, 60 feet wide, said point being the northeast corner of Block 273; thence southwardly along said western street line 228.40 feet to its intersection with the northern line of Olive Street, as aforementioned, said point being the southeast corner of Block 273; thence westwardly along said northern street line 270.17 feet to the point of beginning

**EXHIBIT "B"
Form: 01/14/02**

**BLIGHTING STUDY AND PLAN
FOR THE
SYNDICATE/CENTURY AREA
PROJECT #489
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
September 21, 1993
Amended January 22, 2002**

**MAYOR
FRANCIS SLAY**

**BLIGHTING STUDY AND PLAN FOR
SYNDICATE/CENTURY AREA**

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- "A" LEGAL DESCRIPTION
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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Syndicate/Century Area ("Area") encompasses approximately 1.4 acres in the Old Post Office District of the Downtown neighborhood of the City of St. Louis ("City") and is bounded by 9th St. on the east, Olive St on the south, 10th St. on the west and Locust St. on the north.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises all of City Block 273 and includes the following addresses: 900-24 Locust, 301-23 N. 9th St., 901-23 Olive St. and 300-24 N. 10th St. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.8% unemployment rate for the City as of November, 2001. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently approximately 20 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include the totally unoccupied Syndicate Trust Office Building and the Century Office Building which is occupied only by a first floor tenant.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for commercial purposes.

Residential density for the surrounding neighborhoods is approximately 1.25 persons per acre.

5. CURRENT ZONING

The Area is zoned "I" Central Business District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is almost completely unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive commercial/residential/parking uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial, residential and parking uses permitted in Areas designated "I" Central Business District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

adult bookstores, X-rated movie houses, auto and truck dealers (new or used), storefront churches, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores or check cashing centers.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "I" Central Business District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 25 to 500 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

Upgrade the appearance, condition and function of this distinctive block and provide adequate parking to support the new uses. Any new structure on the site shall be consistent in terms of massing and design elements with other buildings in the Old Post Office District.

b. **Urban Design Regulations**

The exterior of the Syndicate Trust Building shall be carefully restored and made functional for intended new uses. The Century Building should be demolished if, in the sole discretion of the Board of Commissioners of the LCRA, its demolition is needed to provide a site for a parking garage to serve the Old Post Office Building, the renovated Syndicate Trust Building and other projects in the Old Post Office District.

c. **Landscaping**

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided by a parking garage to be constructed on the site of the Century Building pursuant to paragraph B.8.b and/or by parking within one of the buildings in the Area, in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

All permanent at-grade parking areas shall be screened on street-facing sides with a decorative wall and/or fence of masonry, cast metal, wrought iron, or a combination thereof, with eight foot masonry piers capped with appropriate stone material located at gates, corners and every twenty-five (25) feet along the perimeter. All such cast metal or wrought iron fencing must be planted with a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and which is maintained at a minimum height of three and one-half (3-1/2) feet at maturity.

If parking lots exceed twenty-five (25) spaces, three percent (3%) of the interior of the parking lots shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. These trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low-lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: **Upper Level** signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). **Pedestrian level** signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. **BUILDING, CONDITIONAL USE AND SIGN PERMITS**

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. **PUBLIC IMPROVEMENTS**

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place either in a single phase initiated within approximately two (2) years of approval of this amended Plan by ordinance and completed within approximately five (5) years of approval of this Plan by ordinance or in two phases, with the first phase initiated within approximately two (2) years of approval of this amended Plan by ordinance and completed with approximately five (5) years of approval of this amended Plan by ordinance, and the second phase initiated within approximately three (3) years of approval of this amended Plan by ordinance and completed with approximately three (3) years thereafter.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. **ADMINISTRATION AND FINANCING**

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can

do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire any property in the Area by the exercise of eminent domain or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA or convey such property to an appropriate public body as defined in R.S.Mo 99 to be used for public purposes. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1986) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently partially occupied. All eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700-99.715, Revised Statutes of Missouri 1994, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**Syndicate/Century Area
LEGAL DESCRIPTION**

A tract of land being all of Block 273 of the City of St. Louis, Missouri, and described as follows:

Beginning at a point on the northern line of Olive Street, 60 feet wide, at its intersection with the eastern line of Tenth Street, 60 feet wide, said point being the southwest corner of Block 273; thence northwardly along said eastern street line, 228.48 feet to its intersection with the southern line of Locust Street, 60 feet wide, said point being the northwest corner of Block 273; thence eastwardly along said southern street line, 270.17 feet to its intersection with the western line of Ninth Street, 60 feet wide, said point being the northeast corner of Block 273; thence southwardly along said western street line 228.40 feet to its intersection with the northern line of Olive Street, as aforementioned, said point being the southeast corner of Block 273; thence westwardly along said

northern street line 270.17 feet to the point of beginning

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: March 18, 2002

ORDINANCE NO. 65445 - EXHIBITS B, C & D

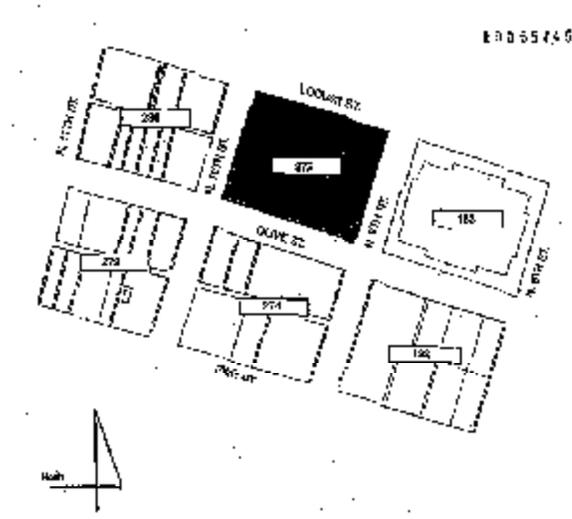


Exhibit B
 Existing Uses and Conditions
 ■ Poor Condition, Defectively Occupied, Commercial
 □ City Block Number

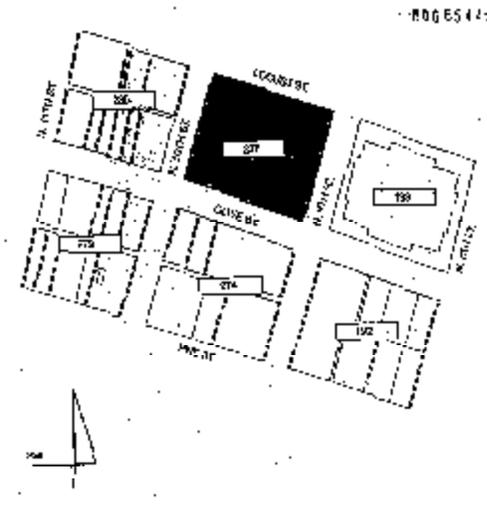


Exhibit C
 Proposed Land Use
 ■ COMMERCIAL, RESIDENTIAL and PARKING
 □ City Block Number
 --- Sybilite/Century Area
 --- Project Area Boundary

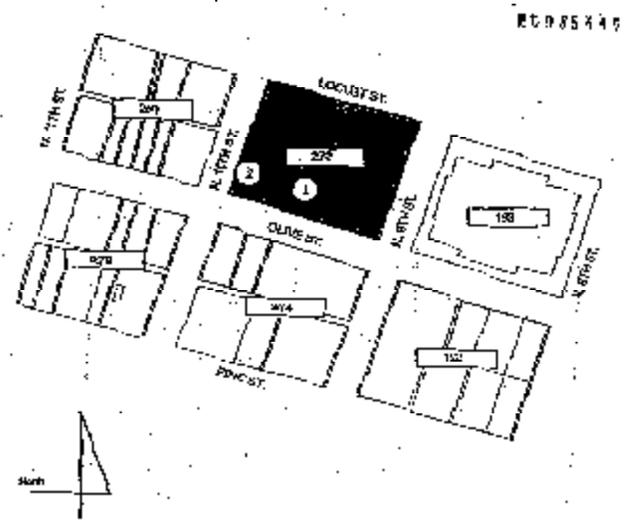


Exhibit D
 Acquisition Map
 ■ City Block Number
 ○ Parcel Number
 --- Sybilite/Century Area
 --- Project Area Boundary

ORDINANCE #65448
Board Bill No. 188
Floor Substitute

An ordinance to amend Ordinance 64749, approved November 5, 1999, and amended by Ordinance 65108 on December 20, 2000, by repealing Section 26 relating to a performance-based fee schedule, and codified as Sections 11.34.250 of the Revised Code of the City of St. Louis, and reenacting Section 26 relating to the same subject matter, and including a severability clause, a penalty clause, and an emergency clause.

BE IT ORDAINED BY THE CITY OF SAINT LOUIS, AS FOLLOWS:

SECTION ONE: Section 26 of Ordinance 64749 as amended by Ordinance 65108 is hereby repealed and in lieu thereof the following new Section 26 is hereby enacted.

SECTION TWO: Section 26 shall read as follows:

SECTION TWENTY-SIX. PERFORMANCE-BASED FEE SCHEDULE.

The Air Pollution Control Division of the City of Saint Louis is hereby authorized to collect the following fees based on the costs incurred to provide the services of air pollution control in the City of Saint Louis. All references to tons per year are based upon annual emissions inventory questionnaire when received by the Division for the facility's previous year of actual emissions. For a new facility, an estimate by the Division of Air Pollution Control of emissions projected during its first year of operation will be used.

- A. Applications Review and Compliance Inspection of Abrasive Blasting Job Sites
Fee: \$50 per job site.
- B. Inspection of "Asbestos Abatement Project" as defined in 10 CSR 10-6.020, as amended.
Fee: \$100 per inspection. Regardless of the number of inspections made, the "Division" may only charge for up to (3) individual, separate inspections of the same "Asbestos Abatement Project."
- C. The inspection of facilities from which actual air pollution emissions are over ten (10) tons per year and covered under 10 CSR 10-6, as amended.
Fee: \$50.00 per hour of office preparation, facility inspection, and report documentation.
- D. Construction Permit Filing Fee for those sources from which actual air pollutant emissions are over ten (10) tons per year and are covered by 10 CSR 10-6.060, as amended.
Fee: \$250, non-refundable, per permit application or request for permit determination. Applications in some cases may cover multiple emission units. The Air Pollution Control Division will make the final decision when separate applications requiring separate Permit Filing Fees are necessary, on a case-by-case basis.
- E. Construction Permit Filing Fee for those sources from which actual air pollutant emissions are less than or equal to ten (10) tons per year and covered by 10 CSR 10-6.060, as amended.
Fee: \$100 per permit application, non-refundable, or request for permit determination. Applications in some cases may cover multiple emission units. The Air Pollution Control Division will make the final decision when separate applications requiring separate Permit Filing Fees are necessary, on a case-by-case basis.
- F. The Processing of Permits for facilities from which actual air pollutant emissions are over ten (10) tons per year and covered under 10 CSR 10-6.060.
Fee: \$75 per hour of logged staff time spent processing the permit whether the permit is issued, denied, or withdrawn. This hourly fee, based on actual hours logged, will start when the permit filing review is started.
- G. The Processing of Permits for facilities from which actual air pollutant emissions are less than or equal to ten (10) tons per year and covered under 10 CSR 10-6.060.
Fee: \$50 per hour of logged staff time spent processing the permit, whether the permit is issued, denied, or withdrawn. This hourly fee, based on actual hours logged, will start when the permit filing review is started. If a completed permit is issued and the conditions therein are accepted by the permit applicant, compliance is verified through inspection and is considered part of permit processing.
- H. The application and processing of Source Registration Permits for facilities not covered by 10 CSR 10-6.060,

as amended, but required by Section Twenty One of Ordinance 64749, of which this is a part.

Fee: \$30 per application submitted plus \$25 per emission unit on the same application, plus a processing fee of \$25 per hour of staff time logged. However, regardless of staff time logged, the processing fee cannot exceed a total of \$250.

- I. The application and processing of Source Registration Permits for facilities covered by 10 CSR 10-6, as amended and required by Section Twenty One of Ordinance 64749, of which this is a part.

Fee: \$100 per application submitted, non-refundable, plus \$50 per emission unit, plus \$50 per hour of staff time logged.

- J. Stage II Operating Permit Notifications.

Fee: \$100 per Notification covered by 10 CSR 10-5.220, as amended.

- K. Original Visible Opacity Certification

Fee: \$200, which includes Method 9 instructional class time and opacity observation field training. Government employees are exempt from this fee. This is a non-refundable fee and is charged regardless of whether the student passes or fails certification criteria.

- L. Visible Opacity Re-Certification

Fee: \$100. No instructional class time is included or required. Only opacity observation field training is included. Government employees are exempt from this fee. This is a non-refundable fee and is charged regardless of whether the student passes or fails re-certification criteria.

- M. Application for Variance and/or Appeal of Commissioner's Action or Order.

Fee: \$50 plus actual cost of all additional expenses incurred except staff salaries of Air Pollution Control Division and Variance Board Members' compensation.

- N. Request to Amend Final Permits for facilities from which actual air pollutant emissions are over ten (10) tons per year.

1) Changes resulting in increased emissions, air quality impact or increment consumption.

Fee: \$250 per application submitted, non-refundable, plus a permit processing fee of \$75 per hour of logged staff time.

2) Changes that do not result in increased emissions, air quality impact, or incremental consumption. No permit filing fee required. However, a processing fee of \$75 per hour of logged staff time will be charged.

- O. Request to Amend Final Permit for any facility from which actual air pollutant emissions are less than ten (10) tons per year.

1) Changes resulting in increased emissions, air quality impact, or incremental consumption.

Fee: \$100 per application submitted, non-refundable plus a permit processing fee of \$50 per hour of logged staff time.

2) Changes that do not result in increased emissions, air quality impact, or incremental consumption. No permit filing fee required. However, a processing fee of \$50 per hour of logged staff time will be charged.

3). Public Notices and Public Hearings. The expenses incurred in the processing of any type of permit which requires public notice or participation for approval, or the request for a public hearing by a facility under the jurisdiction of the Air Pollution Control Division, will be the responsibility of the applicant. All billings received by the Air Pollution Control Division for all such expenses will be forwarded to the applicant for payment. Final permit issuance is dependent upon the applicant's payment in full of all expenses incurred.

- P. Penalty Fees

Any individual or company that has commenced construction of or begun operation of any device, emission unit, or source operation, prior to payment of the normal fee as stated in this Section shall have that fee doubled.

Processing fees are not subject to Penalty Fee requirement.

Q. NOV Inspection Fee

Fee: \$100 for each NOV inspection.

SECTION THREE: SEVERABILITY.

The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a Court of competent jurisdiction to be unconstitutional, the remaining sections of this Ordinance are valid unless the Court finds the valid sections of this Ordinance so essentially and inseparably connected with, and so dependent upon the void section, that it cannot presume that the governing body would have enacted the valid sections without the void ones, or unless the Court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION FOUR: PENALTY CLAUSE.

Every person convicted of a violation of this Ordinance shall be punished by a fine of not less than one (\$1) dollar, nor more than five hundred (\$500) dollars, or by imprisonment for not more than ninety (90) days, or by both such fine and imprisonment. Each day that any violation shall continue, it shall constitute a separate offense.

SECTION FIVE: Emergency Clause.

The passage of this Ordinance being deemed necessary for the immediate preservation of the public health and safety, is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Approved: March 21, 2002

**ORDINANCE #65449
Board Bill No. 282
Committee Substitute**

AN ORDINANCE, AUTHORIZING AND DIRECTING THE MAYOR, THE COMPTROLLER AND THE TREASURER TO TRANSFER BY WAY OF QUIT CLAIM DEED TO THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS CERTAIN REAL ESTATE CONSISTING OF THIRTY SEPARATE PARCELS BELONGING TO THE TREASURER OF THE CITY OF ST. LOUIS AND/OR THE CITY OF ST. LOUIS AND LOCATED ON GRATTAN AVENUE, LAFAYETTE, PICKER, SOUTH 13TH AND SOUTH 14TH STREETS IN THE CITY OF ST. LOUIS AND COMMONLY REFERRED TO AS THE BOHEMIAN HILL NEIGHBORHOOD; FURTHER AUTHORIZING AND DIRECTING THE MAYOR AND THE COMPTROLLER TO TRANSFER BY WAY OF QUIT CLAIM DEED TO THE TREASURER, ACTING IN HIS CAPACITY AS SUPERVISOR OF PARKING METERS, CERTAIN REAL ESTATE BELONGING TO THE CITY OF ST. LOUIS AND LOCATED AT 1901 PENROSE AVENUE AND A PORTION OF 1918 PENROSE AVENUE; AUTHORIZING THE TREASURER AND PARKING COMMISSION OF THE CITY OF ST. LOUIS TO COMMENCE A PROJECT TO EXPAND THE PARKING METER DIVISION FACILITIES IN AND AROUND 1901 PENROSE AVENUE; EXEMPTING THE PROJECT FROM CHAPTER 24.04-24.20 R.C. CITY OF ST. LOUIS; EXEMPTING THE PROJECT FROM ST. LOUIS CITY ORDINANCE 57484; GRANTING AUTHORITY TO MAYOR, COMPTROLLER, TREASURER AND OTHER CITY OFFICIALS TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO EFFECTUATE THE TRANSFERS OF SAID REAL ESTATE; AND GRANTING AUTHORITY TO THE TREASURER AND PARKING COMMISSION TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO EFFECTUATE THE PROJECT.

INCLUDING BUT NOT LIMITED TO THE ACQUISITION OF CERTAIN PARCELS OWNED BY PRIVATE LANDOWNERS.

WHEREAS, The Treasurer of the City of St. Louis (hereinafter referred to as "Treasurer") acquired the twenty-nine parcels referenced in Exhibit A (hereinafter referred to as the "Bohemian Hill Property") in the early 1980's for parking purposes related to the operation of the old City Hospital; and

WHEREAS, The closure of the City Hospital has completely eliminated the parking demand in that area, leaving the Bohemian Hill Property of little utility to the Treasurer; and

WHEREAS, The Land Clearance for Redevelopment Authority is involved in the redevelopment of the area surrounding the Bohemian Hill Property, therefore the Bohemian Hill Property is of great utility to the Authority; and

WHEREAS, The City of St. Louis (hereinafter the "City") owns the old 5th District Police Station located at 1901 Penrose Avenue, as referenced in Exhibit B. This parcel has been vacant for a number of years and is of little utility to the City; and

WHEREAS, The City owns the strip of land located at 1918 Penrose Avenue, as referenced in Exhibit B. This strip of land has been vacant for a number of years and is of little utility to the City; and

WHEREAS, a 10' x 85' portion of 1918 Penrose Avenue borders the east lien of property to be owned or currently owned by the Treasurer; and

WHEREAS, The Treasurer intends to use this strip of land to put up a fence to secure the facilities of the Treasurer's office located at 4120, 4122, and 4124 North 20th Street and therefore this strip of land is of great utility to the Treasurer; and

WHEREAS, The Treasurer, in his capacity of Supervisor of Parking Meters and the Parking Commission is in need of additional property to extend its Parking Meter Division facilities and staff offices, therefore 1901 Penrose Avenue and a portion of 1918 Penrose Avenue are of great utility to the Treasurer; and

WHEREAS, The Treasurer has entered into an agreement with the Land Reutilization Authority of the City of St. Louis (hereinafter referred to as the "LRA") whereby the Treasurer, in his capacity of Supervisor of Parking Meters, will acquire certain real estate consisting of seven parcels and located near the old 5th District Police Station and as more particularly described on Exhibit C attached hereto; and

WHEREAS, The Treasurer (acting in his capacity of Supervisor of Parking Meters and the Parking Commission) plans to acquire, through a private purchase and agreement, certain real estate located at 1901 Farragut Avenue, 1916 Avenue and 1918 Farragut, more particularly described on Exhibit D attached hereto and made a part hereof; and

WHEREAS, The Treasurer and Parking Commission of the City of St. Louis have a plan (hereinafter referred to as "Penrose Project") to expand its parking meter facilities by utilizing the buildings and real estate referenced on Exhibits B, C and D (hereinafter these ten parcels are referred to as the "Penrose Project Property"); and

WHEREAS, The Treasurer and Parking Commission have prepared a document which more fully describes the Penrose Project and depicts the locations of certain improvements on a map of the area, such document is shown on Exhibit E attached hereto.

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

SECTION ONE. The Mayor and the Comptroller are hereby authorized and directed to execute and deliver a quit claim deed, in substantially similar form and content as Exhibit A attached hereto, to effectuate the transfer to the Land Clearance for Redevelopment Authority of the City of St. Louis, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, of certain real estate belonging to the Treasurer of the City of St. Louis and/or the City of St. Louis and consisting of the thirty parcels more fully described in Exhibit A.

SECTION TWO. The Mayor and the Comptroller are hereby authorized and directed to execute and deliver a quit claim deed, in substantially similar form and content as Exhibit B attached hereto, to effectuate the transfer to the Treasurer of the City of St. Louis, acting in his capacity as Supervisor of Parking Meters, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, of certain real estate belonging to the City of St. Louis located at 1901 Penrose Avenue and a portion of 1918 Penrose Avenue and more fully described in Exhibit B.

SECTION THREE. Further Authority. The Mayor, the Comptroller, the Treasurer and other appropriate City officials, agents and employees of the City are hereby authorized and directed to take such further actions and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out the aforementioned transfers and the intent of this Ordinance. The Treasurer and Parking Commission are hereby authorized to take all measures consistent herewith and deemed necessary to further the development of the Parking Meter Division Facilities in accordance with the Penrose Project goals described on Exhibit E including, but not limited to, the acquisition of privately owned property located at 1901, 1916 and 1918 Farragut. The provisions of Chapter 24.04-24.20 R.C. City of St. Louis and Ordinance 57484 shall not apply to any aspects of the Penrose Project.

SECTION FOUR. Incorporation of Exhibits. Exhibits A, B, C, D and E attached to this Ordinance are hereby incorporated herein by this reference as if such exhibits were duly set forth herein.

Quit Claim Deed

THIS QUIT CLAIM DEED (this "Deed"), dated as of _____, 2002, is granted by Grantor, The City of St. Louis (the "City"), a governmental agency existing under the laws of the City of St. Louis and State of Missouri, to the Grantee, Land Clearance for Redevelopment Authority of The City of St. Louis (the "Authority"), a public body corporate and politic of the State of Missouri, whose address is 1015 Locust Street, Suite 1200, St. Louis, Missouri 63101. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Authority to the City, the receipt and sufficiency of which consideration are hereby acknowledged, City does hereby REMISE, RELEASE AND FOREVER QUIT CLAIM unto the Authority, and Authority's successors and assigns, all of the real property situated in the City of St. Louis, State of Missouri, described on Exhibit A attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining thereto, and together with all improvements situated thereon (said land, rights, appurtenances and improvements being hereinafter referred to collectively as the "Property"); subject, however, to all covenants, conditions, restrictions, easements, rights-of-way and other matters of record, real estate taxes and assessments for the calendar year in which this Deed is dated and hereafter, applicable zoning and land use regulations and the covenants provided in this Deed (collectively, the "Permitted Exceptions").

The Authority acknowledges and agrees that it has been given a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of the Authority's choosing, including, without limitation: (a) all

On this ____ day of _____, 2002, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of St. Louis, and that he is authorized to execute the foregoing instrument on behalf of the City of St. Louis under the authority of Ordinance ____ and acknowledges said instrument to be the free act and deed of the City of St. Louis.

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

Notary Public

My Commission expires: _____

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the Comptroller of The City of St. Louis, and that she/he is authorized to execute the foregoing instrument on behalf of the City of St. Louis under the authority of Ordinance ____ and acknowledges said instrument to be the free act and deed of the City of St. Louis.

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

Notary Public

My Commission expires: _____

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the Land Clearance for Redevelopment Authority of The City of St. Louis, a public body corporate and politic of the State of Missouri, and that the foregoing instrument was signed on behalf of said Authority, by authority of its Board of Commissioners, and said person acknowledged said instrument to be the free act and deed of said Authority.

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

Notary Public

My Commission expires: _____

EXHIBIT B

QUIT CLAIM DEED

Exhibit A to EXHIBIT A

1520 Lafayette (0820-05-0850)

Part of Lot 7 of Trium's Addition in city block 820-N of the City of St. Louis, fronting 5 feet on Lafayette Avenue, by a depth of 97.21 feet to an alley; bounded on the east 203 feet west of 14th Street. Together with all improvements thereon, if any, known as and numbered 1520 Lafayette Avenue and also known as parcel 0820-05-0850.

1516 Lafayette (0820-05-1200)

A lot in Block 820-N of the City of St. Louis, Missouri, fronting 18 feet 3-7/8 inches on the south line of Lafayette Avenue, by a depth southwardly with the same width of 100 feet 6 inches, more or less, to an alley; bounded east and west by lines at right angles to Lafayette Avenue passing practically through the center of the east and west line, being distant 143 feet 9 inches, more or less, west from 14th Street, measured along the south line of Lafayette Avenue. Together with all improvements thereon, if any, known as and numbered 1516 Lafayette Avenue and also known as parcel 0820-05-1200.

1516 ½ Lafayette (0820-05-1100)

A lot in block 820-N of the city of St. Louis, beginning at a point in the south line of Lafayette Avenue 179 feet 8 inches west of the intersection of said south line of Lafayette Avenue with the west line of 14th Street, also being the northeast corner of property now or formerly of Jacob M. Bixler, thence southwardly along the east line of property now or formerly of Jacob M. Bixler 97 feet 2-1/2 inches to an alley, thence eastwardly along the north line of said alley 18 feet 3 inches to the southwest corner of property now or formerly of Jemina Lindell, thence northwardly along the west line of property now or formerly of Jemina Lindell 97 feet 2-1/2 inches to the south line of Lafayette Avenue, thence westwardly along the south line of Lafayette Avenue 18 feet 3 inches to point of beginning. Together with all improvements thereon, if any, known as and numbered 1516½ Lafayette Avenue and also known as parcel 0820-05-1100.

1514 Lafayette (0820-05-1300)

Part of Lots 1 thru 5 of Trium's Subdivision of Lots 8, 9 and 10 of Fischer Subdivision and in city block 820-N of the City of St. Louis, fronting 18 feet 3 inches on the south line of Lafayette Avenue, by a depth of 97 feet 2 inches to an alley; bounded east by a line 124 feet 11 inches west of the west line of 14th Street. Together with all improvements thereon, if any, known as and numbered 1514 Lafayette and also known as parcel 0820-05-1300.

1512 Lafayette (0820-05-1400)

A lot in block 820-N of the City of St. Louis; having a front of 18 feet 3 inches on the south line of Lafayette Avenue, by a depth southwardly between parallel lines at right angles with Lafayette Avenue of 97 feet 2½ to an alley, the northeast corner of said lot is 106 feet 8 inches west of the northeast corner of said block. Together with all improvements thereon, if any, known as and numbered 1512 Lafayette Avenue and also known as parcel 0820-05 1400.

1509 Picker (0820-05-2000)

Lot 32 of Trium's Addition in city block 0820-N of the City of St. Louis, fronting 26 feet on Picker Avenue, by a depth of 80 feet 10 inches to an alley; bounded east by an alley 10 feet wide. Together with all improvements thereon, if any, known as and numbered 1509 Picker Avenue and also known as parcel 0820-05-2000.

1511 Picker (0820-05-2100)

Lot 31 of Withnell and Lebeaume Addition and in city block 820-N of the City of St. Louis, fronting 26 feet on Picker Street, by a depth of 85 feet 10 inches to an alley. Together with all improvements thereon, if an, known and numbered 1511 Picker Street and also known as parcel 0820-05-2100.

1515 Picker (0820-05-2200)

Lot 30 in Trium's Subdivision and in block 820-N of the city of St. Louis, beginning at a point in the north line of Picker Street 135 feet 10 inches, more or less, west of the west line of 14th Street, thence west along the north line of Picker Street 26 feet, thence north at right angles to Picker Street 80 feet 2-2/7 inches, more or less, to an alley, thence east along the south line of said alley 26 feet, thence south 80.83 feet to the north line of Picker Street, the point of beginning; bounded east by a lot now or formerly of Tikvart, west by property now or formerly of Adler. Together with all improvements thereon, if any, known as and numbered 1515 Picker Street and also known as parcel 0820-05-2200.

1523 Picker (0820-05-2400)

The west 14 feet of Lot 27 and the east 8 feet of Lot 26 of Trium's Subdivision and in block 820-N of the city of St. Louis, beginning at the eastern line of the west 14 feet of Lot 27, 22 feet to a point, thence northwardly through the approximate center of a partition wall dividing houses numbered 1523 and 1525 Picker Street 80 feet 10 inches to an alley, thence eastwardly 22 feet to a point, thence southwardly 30 feet 10 inches to the point of beginning. Together with all improvements thereon, if any, known as and numbered 1523 Picker Street and also know as parcel 0820-05-2400.

1525 Picker (0820-05-2500)

The western 18 feet of Lot 26 of Trium's Subdivision and in block 820-N of the City of St. Louis, fronting 18 feet on the north line of Picker Street, by a depth of 18 feet 10 inches to an alley, the eastern line passing through the approximate center of a partition wall dividing houses numbered 1523 and 1525 Picker Street. Together with all improvements thereon, if any, known as and numbered 1525 Picker Street and also known as parcel 0820-05-2500.

1527 Picker (0820-05-2600)

Lot 25 and the eastern 6 feet of Lot 24 of Trium's Subdivision and in block 820-N of the City of St. Louis, together fronting 32 feet on the north line of Picker Street, by a depth northwardly between parallel lines of 80 feet 10 inches to an alley. Together with all improvements thereon, if any, known as and numbered 1527 Picker Street and also known as parcel 0820-05-2600.

1601 Picker (0820-05-2700)

The western 20 feet of Lot 24 of Trium's Subdivision and in Block 820-N of the city of St. Louis, fronting 20 feet on the north line of Picker Street, by a depth northwardly of 80 feet 10 inches, more or less, to an alley. Together with all improvements, if any, known as and numbered 1601 Picker Street and also known as parcel 0820-05-2700.

1603 Picker (0820-05-2800)

The eastern 18 feet 5 inches of Lot No. 23 of Trium's Subdivision and in Block No. 820-N of the City of St. Louis, fronting 18 feet 3 inches on the north line of Picker Street, by a depth northwardly between parallel lines of 80 feet 10 inches to the south line of an alley; bounded west by a line passing thru a brick wall, being the west wall of a passageway between buildings numbered 1603-05 Picker Street, according to survey by Joyce Company Surveyors and Engineers dated September 6, 1952. Together with all improvements thereon, if any, known as and numbered 1603 Picker Street and also known as parcel 0820-05-2800).

1605 Picker (0820-05-2900)

The eastern 8 feet 3 inches of Lot 22 and the western 7 feet 7 inches of Lot 23 of Trium's Subdivision and in block 820-N of the City of St. Louis, together fronting 15 feet 10 inches on the north line of Picker Street, by a depth northwardly between parallel lines of 80 feet 10 inches to the south line of an alley; bounded east by a line passing through a brick wall, being the west wall of a passageway between buildings numbered 1603 and 1605 Picker Street and west by a line passing through a partition wall between buildings numbered 1605 and 1607 Picker Street, according to survey by Joyce Company, Surveyors and Engineers dated September 6, 1952. Together with all improvements thereon, if any, known as and numbered 1605 Picker Street and also known as parcel 0820-05-2900.

1726-30 South 14th (0414-00-0100)

A lot of ground in Block 414 of the City of St. Louis, fronting 50 feet on the east line of 14th Street, by a depth eastwardly between parallel lines of 106 feet, more or less, along the north line of Soulard Street (formerly known as Lafayette Avenue) to the west line of 13th Street. Together with all improvements thereon, if any, known as and numbered 1726-30 South 14th Street and also known as parcel 0414-00-0100.

1720-22 South 14th (0414-00-00300)

A parcel of ground in Soulard's Addition and in city block 414 of the City of St. Louis, fronting 30 feet on the east line of 14th Street, by a depth east of 106 feet to the west line of 13th Street; bounded south by a line 75 feet north of the north line of Soulard. Together with all improvements thereon, if any, known and numbered 1730-22 South 14th Street and also known as parcel 0414-00-0300.

1811-15 South 13th (0415-00-00300)

Lots 4 and 5 of James G. Soulard's Subdivision and in Block 415 of the City of St. Louis, fronting 60 feet on the east line of 14th Street, by a depth eastwardly of 106 feet, more or less, to the west line of ____th Street. Together with all improvements thereon, if any, known as and numbered 1811-15 South 13th Street and also known as parcel 0415-00-0300.

1518-22 Picker and 1730-32 Hoehn (0820-00-00300)

Lot 43, the western ½ of Lot 42 and the eastern 18 feet of Lot 44 of Truin's Subdivision in Block 820 (formerly 820-N) of the city of St. Louis, having an aggregated front of 54 feet on the south line of Picker Street, by a depth southwardly between parallel lines of 108 feet 10 inches, more or less, to the south line of said subdivision; bounded east by the north and south center line of said lot 42 and west by Hoehn Street. Together with all improvements thereon, if any, known as and numbered 1518-22 Picker and 1730-32 Hoehn and also known as parcel 0820-00-0300.

1516 Picker (Rear) (0820-00-0501 thru 0503)

Parts of Lots 41 and 42 of Trium's Subdivision in Block 820 of the City of St. Louis, beginning in the west line of an alley at the southeast corner of said Lot 41, thence northwardly along said alley 52 feet to a point distant 56 feet south of the south line of Picker Street, thence westwardly parallel with Picker Street 29 feet, thence northwardly parallel with said alley 21 feet, thence westwardly parallel with Picker Street 7 feet to the north and south center line of said Lot 42, thence southwardly along said center line 73 feet to the south line of said lots, thence eastwardly along said south line 36 feet to the point of beginning. Together with all improvements, thereon, if any, known as and numbered 1516 Picker Street (rear) and also known as parcel 0820-00-0501-0502-0503.

1807 Rear South 14th Street (Alley) 0820-00-00800)

Lot "H" in Block 820 of the City of St. Louis, fronting 35 feet on the east line of an alley 10 feet wide, by a depth eastwardly between parallel lines of 44 feet to the east line of said Lot "H." Together with all improvements, thereon, if any, known as and numbered rear of 1805-07 South 14th Street (Alley) and also known as parcel 0820-00-0800.

1809 South 14th (0820-00-00900)

Lot "I" as shown on plat of a survey recorded in Surveyors' Record #10, Page 209, of the City of St. Louis Recorder's Office and in Block 820 of the City of St. Louis, fronting 22 feet 6 inches on the east line of an alley 10 feet wide, by a depth eastwardly between parallel lines of 44 feet to the east line of said Lot "I." Together with all improvements, thereon, if any, known as and numbered rear of 1809 South 14th Street and also known as parcel 0820-00-0900.

1805 South 14th (0820-00-01100)

Lot "G" known as shown on the plat of a survey recorded in Surveyors' Record #10, of the City of St. Louis Recorder's Office and in Block 820 of the City of St. Louis, fronting 15 feet 11-1/2 inches on the west line of 14th Street, by a depth westwardly of 72 feet 10-7/8 inches on the south line and 80 feet 1-1/2 inches on the north line to the west line of said Lot "G" on which it has a width of 14 feet 2 inches; bounded on the south by a line passing through a partition wall between buildings numbered 1805 and 1807 South 14th Street. Together with all improvements, thereon, if any, known as and numbered 1805 South 14th Street and known as parcel 0820-00-1100.

1807 South 14th (0820-00-01200)

Lot "F" as shown on the plat of survey recorded in Surveyors' Record Book 10, Page 209 of the City of St. Louis Recorder's Office and in Block 820 of the City of St. Louis, fronting 14 feet 10 inches on the west line of 14th Street, by a depth westwardly of 66 feet 2-3/8 inches on the south line and 72 feet 10-7/8 inches on the north line to the west line of said Lot "F" on which it has a width of 13 feet 2 inches; bounded on the north by a line passing through partition wall between buildings numbered 1805 and 1807 South 14th Street and bounded on the south by a line passing through a brick wall between buildings numbered 1807 and 1809 South 14th Street. Together with all improvements thereon, if any, known as and numbered 1807 South 14th Street and also known as parcel 0820-00-1200.

1803 South 14th (0820-00-01300)

Lot "E" in Block 820 of the City of St. Louis, beginning at a point on the west line of 14th Street, such point being 92.12 feet southwardly along the west line of 14th Street from its intersection with the south line of Picker Street, thence westwardly 66.20 feet along a line, such line being the south line of Lot "F", thence southwardly 30.70 feet along the west line of Lot "E", thence eastwardly 50.58 feet along a line, such line being the north line of Koncen's Subdivision, thence northwardly 35.28 feet along the west line of 14th Street to the point of beginning. Together with all improvements thereon, if any, known as and numbered 1803 South 14th Street and also known as parcel 0820-00-1300.

1819 South 14th (0820-00-01500)

Lot "D" of a private survey of part of Block 820 of the City of St. Louis as recorded in Surveyor's Record Book _____, page 163 in the Recorder's Office in the City of St. Louis, having a front of 22 feet 9-1/4 inches along the west line of 14th Street, by a depth westwardly of 166 feet 9-3/8 inches along the south line and 177 feet 3/4 inches along the north line to the east line of Hoehn Street, having a width thereon of 19 feet, the south line passing through the approximate center of the partition wall between buildings numbered 1817 and 1819 So. 14th Street. Together with all improvements thereon, if any, known as and numbered 1819 So. 14th Street and also known as parcel 0820-00-1500.

1817 South 14th (0820-00-01600)

Lot "C" as shown on the plat of a survey of part of Block 820 of the City of St. Louis, recorded in Surveyors' Record 10, Page 163 in the Recorder's Office in the City of St. Louis, fronting 19 feet 10 inches along the west line of 14th Street, by a depth westwardly of 157 feet 9-3/4 inches along the south line and 166 feet 9-3/8 inches along the north line of the continuation of the east line of Hoehn Street, having a width thereon of 19 feet 5 inches, the north line passing through the approximate center of the partition wall between buildings on Lots "C" and "D". Together with all improvements thereon, if any, known as and numbered 1817 South 14th Street and also known as parcel 0820-00-1600.

1819 South 14th (0820-00-01700)

Lot "B" as shown on plat of survey of part of Block 820 of the City of St. Louis, recorded in surveyors' record 10, page 163, fronting 19 feet 7-1/4 inches along the west line of 14th Street, by a depth westwardly of 148 feet 11-3/8 inches on the south and 157 feet 9-3/4 inches on the north to the continuation of the east line of Hoehn Street, having a width thereon of 15 feet 9-1/4 inches, the south line passing through the approximate center of the partition wall between buildings 1821 and 1819 South 14th Street. Together with all improvements thereon, if any, known as and numbered 1819 South 14th Street and also known as parcel 0820-00-1700.

1821-23 South 14th (0820-00-01800)

Lot "A" as shown on the plat of a survey of part of Block 820 of the City of St. Louis, recorded in surveyors' record 10, page 163, fronting 26 feet 1/2 inch along the west line of 14th street, by a depth westwardly of 137 feet 2 inches along the south line and 148 feet 11-3/8 inches along the north line to the continuation of the east line of Hoehn Street and of a reserved strip, having a width thereon of 24 feet 10-3/4 inches, the north line passing through the approximate center of the partition wall between buildings 1821 and 1819 South 14th Street. Together with all improvements thereon, if any, known as and numbered 1821-23 South 14th Street and

also known as parcel 0820-00-1800).

1809 South 13th Street (0415-00-00200) (also known as 1808 South 14th (0415-00-00200))

Lot 3 in Block 1 of James G. Soulard's Subdivision and in Block No. 415 of the City of St. Louis, Missouri, fronting 30 feet on the east line of Fourteenth Street, by a depth eastwardly between parallel lines of 105 feet, more or less, to the west line of Thirteenth Street. Together with all improvements thereon, if any, known as and numbered 1809 South 13th Street and also known as 1808 South 14th Street, and parcel 0415-00-0200.

1330 Grattan (0480-00-00200)

Beginning at the intersection of the north line of Park Avenue and the east line of Grattan Street; thence east 281 feet 2 inches, more or less, to the intersection of the north line of Park Avenue and the west line of Dillon Street; thence north 128 feet 6 inches to a point in the west line of Dillon Street, being the southeast corner of a public park and playground in City Block 480; thence west along the south line of said public park and playground and at right angles to the west line of Dillon Street 280 feet 10 inches, more or less, to the east line of Grattan Street; thence south 97 feet 11 inches along the east line of Grattan Street to the point of beginning, together with the underlying fee in all streets and alleys adjacent thereto.

EXHIBIT B

Quit-Claim Deed

This Deed is made and entered into this _____ day of _____ 2002 by and between the City of St. Louis, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri ("Grantor"), and Treasurer of the City of St. Louis, acting in his capacity as Supervisor of Parking Meters ("Grantee"), having a mailing address of: 1200 Market Street, City Hall, Room 220, St. Louis, Missouri 63103.

WITNESSETH, that Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does by these presents Remise, Release and forever Quit-Claim unto Grantee, the real estate, located at 1901 Penrose Avenue and a portion of 1918 Penrose Avenue in the City of St. Louis, State of Missouri, as more particularly described on Exhibit A attached hereto and made a part hereof.

To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto Grantee, and to Grantee's heirs and assigns forever. So that neither Grantor nor Grantor's heirs, nor any other person or persons for Grantor or in Grantor's name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

[The rest of this page is left blank intentionally.
Signatures follow.]

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

CITY OF ST. LOUIS MISSOURI
a municipal corporation

By: _____
Name: Francis G. Slay
Title: Mayor

By: _____
Name: _____
Title: Comptroller

ATTEST: Approved as to Form:

Name: _____
Title: City Register

Name: _____
Title: City Counselor

[SEAL]

[SEAL]

GRANTEE:

TREASURER, CITY OF ST. LOUIS, acting
in his capacity as Supervisor of Parking Meters

By: _____
Name: Larry C. Williams
Title: Treasurer

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of The City of St. Louis, and that he is authorized to execute the foregoing instrument on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledges said instrument to be the free act and deed of the City of St. Louis.

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

Notary Public

My Commission expires: _____

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the Comptroller of The City of St. Louis, and that she/he is authorized to execute the foregoing instrument on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledges said instrument to be the free act and deed of the City of St. Louis.

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

Notary Public

My Commission expires: _____

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this ____ day of _____, 2002, before me appeared Larry C. Williams, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of The City of St. Louis, acting in his capacity as Supervisor of Parking Meters, a governmental agency existing under the laws of the State of Missouri and the City of St. Louis acting by and through the Treasurer, and that foregoing instrument was signed on behalf of said governmental agency, and said Larry C. Williams acknowledged said instrument to be the free act and deed of said governmental agency.

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

Notary Public

My Commission expires: _____

Exhibit A to EXHIBIT B

1901 Penrose Avenue (#24370600600):

Lots 3 to 8, inclusive, of Fred'k Storll's Subdivision and in block 2437-S of the City of St. Louis, having an aggregate front of 202 feet 7 inches on the north line of Penrose Street, by a depth northwardly of 120 feet to an alley; bounded east by Nineteenth Street.

(a portion of) 1918 Penrose Avenue (#24160000100)

A parcel of land in city block 2416, comprising part of lot 21, inclusive, of Part of Block 2 of Lawless Subdivision; being more particularly described as follows, to-wit; Beginning at the intersection of the south line of Penrose Street (60 feet wide), with the east line of said lot 21, thence along said east lot line 85 feet, thence westwardly 10 feet to a point, thence northwardly along parallel to said east lot line 85 feet to said south street line, thence eastwardly along said south street line 10 feet to the point of beginning; bounded on the east by lot 20 of said block and subdivision; bounded on the west by the property now or formerly owned by The

Treasurer of the City of St. Louis, bounded on the south by a 15' alley and bounded on the north by the south right-of-way of Penrose Street (60 feet wide).

EXHIBIT C

LRA PROPERTIES TO BE TRANSFERRED TO TREASURER:

1903 Farragut (#24370502100)
1907 Farragut (#24370502200)
1909 Farragut (#24370502300)
1910 Farragut (#24370600400)
1911 Farragut (#24370502400)
1912 Farragut (#24370600300)
4120 North 20th Street (#24160000900)

EXHIBIT D

1901 FARRAGUT AVENUE (#24370502000)
1916 FARRAGUT AVENUE (#24370600200)
1918 FARRAGUT AVENUE (#24370600100)

EXHIBIT E

**PENROSE PROJECT DESCRIPTION AND MAP
CITY OF ST. LOUIS TREASURER**

THE CITY OF ST. LOUIS TREASURER, IN HIS CAPACITY AS SUPERVISOR OF PARKING METERS, SEEKS TO EXPAND THE FACILITIES OF THE PARKING METER DIVISION IN THE PENROSE NEIGHBORHOOD. THROUGH THE RENOVATION OF EXISTING BUILDINGS AND THE CONSTRUCTION OF NEW FACILITIES, THE TREASURER'S OFFICE PLANS TO PROVIDE ADDITIONAL OFFICES FOR THE STAFF OF THE PARKING METER DIVISION, STORAGE FOR PARKING METER DIVISION PROPERTY, PARKING FOR THE PARKING METER DIVISION EMPLOYEES AND WORKSPACE FOR THE REPAIR OF PARKING METERS. THE TREASURER'S OFFICE PLANS TO PROVIDE GREEN SPACE AND LANDSCAPING IMPROVEMENTS IN THIS AREA TO BEAUTIFY THE PENROSE NEIGHBORHOOD. ADDITIONALLY, CERTAIN ALLEY IMPROVEMENTS AND EXPANSIONS WILL BE MADE IN THIS AREA.

THE PARCELS LISTED BELOW WILL BE INCLUDED IN THE PENROSE PROJECT. THE TREASURER PLANS TO ACQUIRE THESE PARCELS FROM EITHER PRIVATE LANDOWNERS, THE CITY OF ST. LOUIS OR THE LAND CLEARANCE FOR REDEVELOPMENT (LRA). SEE THE ATTACHED PLAT MAPS TO REFERENCE THE LOCATION OF THESE PARCELS.

CITY BLOCK 2437 SOUTH:

1901 PENROSE: THE TREASURER'S OFFICE WILL ACQUIRE THIS PARCEL FROM THE CITY OF ST. LOUIS.

1900-1902 FARRAGUT: THE TREASURER'S OFFICE CURRENTLY OWNS THIS PARCEL.

1910 & 1912 FARRAGUT: THE TREASURER'S OFFICE WILL ACQUIRE THESE PARCELS FROM THE LRA.

1916 & 1918 FARRAGUT: THE TREASURER'S OFFICE WILL NEGOTIATE TO ACQUIRE THESE PARCELS FROM THE PRIVATE LANDOWNERS.

CITY BLOCK 2437 NORTH:

1901 FARRAGUT: THE TREASURER'S OFFICE WILL NEGOTIATE TO ACQUIRE THIS PARCEL FROM THE PRIVATE LANDOWNERS.

1903, 1907, 1909, & 1911 FARRAGUT: THE TREASURER'S OFFICE WILL ACQUIRE THESE PARCELS FROM THE LRA.

CITY BLOCK 2416:

4120 N. 20TH ST.: THE TREASURER'S OFFICE WILL ACQUIRE THESE PARCELS FROM THE LRA.

4122 & 4124 N. 20TH ST. : THE TREASURER'S OFFICE CURRENTLY OWNS THESE PARCELS.

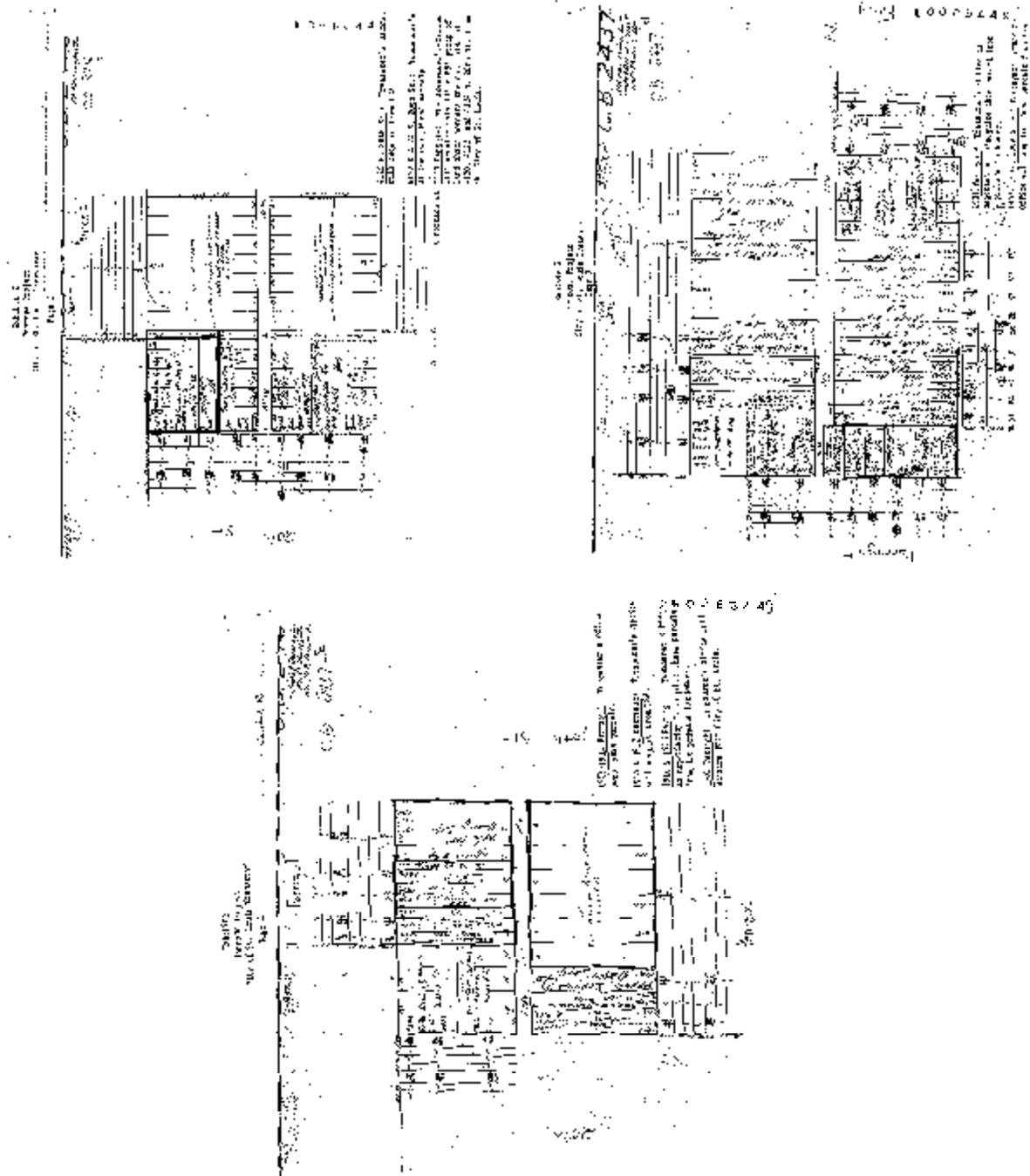
A PORTION OF 1918 PENROSE: THE TREASURER'S OFFICE WILL ACQUIRE THIS 10' X 85' STRIP OF LAND WHICH BORDERS THE EAST SIDE OF 4120, 4122, AND 4214 N. 20TH ST. FROM THE CITY OF ST. LOUIS.

ALLEY IMPROVEMENTS: THE TREASURER'S OFFICE PLANS TO MAKE IMPROVEMENTS TO THE ALLEY THAT BORDERS THE NORTH LINE OF 1901 PENROSE AND THE SOUTH LINE 1900-1918 FARRAGUT.

See attached Exhibit E (pgs 2-4)

Approved: March 21, 2002

ORDINANCE NO. 65449 - EXHIBIT E (pgs 2-4)



**ORDINANCE #65450
Board Bill No. 336**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Land Clearance for Redevelopment Authority (LCRA) certain City-owned property located in City Block 414, which property is known as 1720-22 S. 14th Street and 1726-30 S. 14th Street, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Land Clearance for Redevelopment Authority (LCRA), certain City-owned property located in City Block 414, which property is known as 1720-22 S. 14th Street and 1726-30 S. 14th Street, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

EXHIBIT A QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2002, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri, Party of the First Part, and Land Clearance for Redevelopment Authority (LCRA), whose address is 1015 Locust Street, Suite 1200, St. Louis, Missouri 63101, Party of the Second Part.

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Party of the Second Part, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Party of the Second Part, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

Parcel (1)- A parcel of ground in Soulard's Addition and in city block 414 of the City of St. Louis, fronting 30 feet on the east line of 14th Street, by a depth east of 106 feet to the west line of 13th Street; bounded south by a line 75 feet north of the north line of Soulard. Together with all improvements thereon, if any, known as and numbered 1720-22 South 14th Street. Parcel ID 0414-00-00300

Parcel (2)- A lot of ground in Block 414 of the City of St. Louis, fronting 50 feet on the east line of 14th Street, by a depth eastwardly between parallel lines of 106 feet, more or less, along the north line of Soulard Street (formerly known as Lafayette Avenue) to the west line of 13th Street. Together with all improvements thereon, if any, known as and numbered 1726-30 South 14th Street. Parcel ID 0414-00-00100

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Party of the Second Part, and to its heirs and assigns, so that neither the said Party of the First Part, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Parties of the First Part and Second Part have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY (LCRA)

BY: _____
Francis G. Slay
Mayor

By: _____
Otis Williams
Acting Executive Director

BY: _____
Darlene Green
Comptroller

Attest: _____

Approved as to form:

City Counselor

The eastern 86.32 feet of the northern 23.9 feet of lot 19 of Block 42 of Allen's Addition and in City Block 802 of the City of St. Louis being bound on the north by an alley, east by an alley, on the south by Schader, and on the west by the State of Missouri, the above the entire remained owned by the grantees under deed recorded in Book 7866 page 55 of Deeds record, known as and numbered 2312 S. 18th Street. Parcel ID 802-00-01900

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Party of the Second Part, and to its heirs and assigns, so that neither the said Party of the First Part, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Parties of the First Part and Second Part have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS

SOULARD HOUSING CORP.

BY: _____
Francis G. Slay
Mayor

By: _____
Peter Lapins
President

BY: _____
Darlene Green
Comptroller

Attest: _____

Approved as to form:

City Counselor

Attest:

Parrie L. May
City Register

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2002, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____, 2002, before me appeared Peter Lapins to me personally known, who being by me duly sworn did say that he is the President and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its Board of Directors and acknowledges that he executed said instrument as his free act and deed.

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

Notary Public

Approved: March 21, 2002

ORDINANCE #65452
Board Bill No. 273

An ordinance approving a Redeveloped for the 4539 and 4555 Wichita Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated October 23, 2001 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.30; finding that there is feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is **unoccupied, but if it should become occupied** the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and .

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 4539 and 4555 Wichita Ave. Area, "dated "October 23, 2001, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4539 and 4555 Wichita Ave. Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 23, 2001 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") **may not** acquire any property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently partially occupied. All eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Amended Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprise ("MBE's") and Women Business Enterprise ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein.:

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the city shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification, which will substantially change the Plan, must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**THE 4539 & 4555 WICHITA AVENUE AREA
LEGAL DESCRIPTION**

Parcel 1. Lot 50 in Block 3 of GIBSON HEIGHTS ADDITION AMENDED PLAT, and in the Block 5044 of the City of St. Louis, fronting 25 feet on the North line of Wichita Avenue, by the depth of 130 feet to an alley.

Parcel 2 Lot 44 in Block 3 of GIBSON HEIGHTS ASSISTION AMEDED PLAT, and in Block 5044 of the City of

St. Louis, Missouri, said lot having a frontage of 25 feet on the North line of Wichita Avenue, by a depth of 130 feet to an alley.

5044 – 00 –0450
4555 Wichita Avenue

**EXHIBIT “B”
Form: 10/12/01**

BLIGHTING STUDY AND PLAN
FOR THE
4539 & 4555 WICHITA AVENUE AREA
PROJECT #9346
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
OCTOBER 23, 2001

MAYOR
FRANCIS SLAY

**BLIGHTING STUDY AND PLAN FOR
4339 & 4555 WICHITA AVENUE AREA**

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- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN
- "C" PROPOSED LAND USE
- "D" ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4539 & 4555 Wichita Avenue Area ("Area") encompasses approximately 0.14 acres in the Forest Park Southeast neighborhood of the City of St. Louis ("City") and is located on the north side of Wichita Avenue with S. Kingshighway to the west Taylor to the east.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises two (2) parcels of City Block 5044. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) proper that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.1% unemployment rate for the City as of July 2001. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include two (2) unoccupied two-family residential buildings.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 8.99 persons per acre.

5. CURRENT ZONING

The Area is zoned " B " Two-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A (2) above). The

existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are in residential uses permitted in Areas designated "B" Two-Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property only for the proposed land use.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area should be changed to "B" Two-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed development is residential.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be developed so they are attractive residential assets to the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation shall respect the original exterior in terms of design and materials. Windows and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.

c. Landscaping

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets – preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PUDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PUDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1994) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10)-year real estate tax abatement pursuant to Sections 99.700-99.715, Revised Statutes of Missouri 1994, as amended, upon application as provided therein.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If the property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be in lieu upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest, in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the Redevelopment Corporation shall have acquired title to the property.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation,

so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 2981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines " in Exhibit "E" attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"**THE 4539 & 4555 WICHITA AVENUE AREA
LEGAL DESCRIPTION**

Parcel 1. Lot 50 in Block 3 of GIBSON HEIGHTS ADDITION AMENDED PLAT, and in the Block 5044 of the City of St. Louis, fronting 25 feet on the North line of Wichita Avenue, by the depth of 130 feet to an alley.

Parcel 2 Lot 44 in Block 3 of GIBSON HEIGHTS ASSISTION AMEDED PLAT, and in Block 5044 of the City of St. Louis, Missouri, said lot having a frontage of 25 feet on the North line of Wichita Avenue, by a depth of 130 feet to an alley.

5044 – 00 –0450
4555 Wichita Avenue

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 10/12/01****EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: March 21, 2002

ORDINANCE NO. 65452 - EXHIBITS B, C & D

